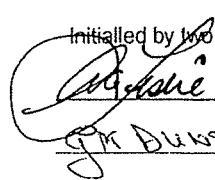
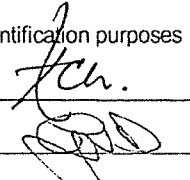


## SCHEDULE

Initialed by two trustees for identification purposes

  
G. M. DUNSTONE

  
J. C. M.

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

## BODY CORPORATE OF ELANGENI PARK

No. SS 665/1995

### 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 Dogs, cats, other animals and reptiles shall not be kept in a section or on the common property. An owner or occupier of a section shall not, without the prior written consent of the trustees, keep any bird in a section or on the common property. An owner or occupier applying for such permission shall do so on the prescribed form required by the trustees.
- 1.2 When granting such approval, the trustees may prescribe any condition.
- 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- 1.4 In the event of approval being withdrawn in terms of 1.3, the trustees shall have the right to require any such bird to be removed from the complex.

#### 2. **REFUSE DISPOSAL**

- 2.1 Household refuse accepted by the Municipality for collection 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 or garage without due authority or entitlement. Notwithstanding the foregoing, the trustees shall be entitled to designate parking areas for visitors and contractors including restricted periods and time limits.
- 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 buzz bikes, bicycles, tricycles, roller skates, scooters or skate boards shall be used on the common property except behind the garages.
- 3.7 No person shall sleep in any vehicle parked on the common property, including an exclusive use area or in any garage.
- 3.8 Save with the prior written consent of the trustees vehicles with a gross vehicle mass (GVM) exceeding 3500 kg, mobile campers, caravans and boats shall not be brought onto any portion of the common property, including an exclusive use area or garage.
- 3.9 Vehicles shall not be washed save in the exclusive use parking bay allocated to the owner. Fire hoses shall not be used.

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

- 4.1 Improvements to common property are subject to the Sectional Titles Act and the Management Rules. Subject to the foregoing, 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. Until otherwise prescribed, the nature and design shall be as described in Annexure B hereto.

- 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. When an installation is removed the owner shall make good the common property.
- 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 Save for a small washstand for hand washed laundry, 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.

9.3 No gas appliance shall be installed without the prior written consent of the trustees which shall not be unreasonably withheld if the proposed installation and subsequent installation complies with the Occupational Health and Safety legislation.

9.4 All electrical appliances and equipment shall comply with usual domestic electrical supply.

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.

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- 10.5 Prior to taking up occupation the owner concerned shall ensure that his or her tenant shall be introduced to the chairman of the trustees or his deputy, 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.
- 10.9 Notwithstanding any of the foregoing provisions an owner shall not enter into a lease which will result in a group of students or persons substantially unrelated occupying the section.

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.
- 12.2 A vehicle with a gross vehicle mass (GVM) of over 3500 kg is not permitted to travel on the roads 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.

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- 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 08:00 and 16:00. 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.
- 13.9 Children under 10 years of age who are playing on the common property shall be supervised by an adult. No ball games are allowed on driveways and parking areas.

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.
- 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.

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14.3 The maximum number of persons who may permanently reside in or occupy a section overnight is two persons per bedroom. A lounge 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 state of good repair.

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 by-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.
- 16.4 Residents, whether owners or occupiers, are obliged to notify the trustees of any extraordinary incidents, e.g. break-ins, car tampering, etc.

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 Save for care workers, domestic workers shall not be housed in an owner's section, exclusive use area or on the common property.
- 17.3 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 Annexure 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 any payment attracting a bank charge 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.

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 as if incorporated into these rules.

23. **SWIMMING POOL**

23.1 The swimming pool shall be used only between the hours of 07:00 and 22:00 and by owners, occupiers and their guests. No children under the age of twelve years shall use the pool unless accompanied by an adult. The adult shall keep control of the noise and make sure that the children do not disturb other persons.

23.2 The use of surf boards is not permitted in the pool.

23.3 Functions and parties, as well as the playing of loud music, is not permitted in the pool area save with the prior written consent of the trustees.

24. **BRAAI – OUTDOOR FIRE COOKING**

Owners and occupiers are permitted to braai on their open patios and may also do so in the area set aside by the trustees for this purpose. The use of Weber type ovens or gas braais shall preferably be used and should a smoke nuisance be caused, the permission may be withdrawn by the trustees.

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

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. **GARDEN AREAS / STAFF**

- 26.1 The body corporate gardens shall be subject to the control of the trustees.
- 26.2 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.
- 26.3 An owner or occupier shall be entitled to plant small shrubs and annuals in the garden immediately adjacent to his section. No trees or large shrubs shall be planted without prior written approval of the trustees. Save for the foregoing, 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.

27. **EXCLUSIVE USE AREAS**

- 27.1 In terms of section 27 A of the Sectional Titles Act No. 95/1986, rights of exclusive use and enjoyment of a part/area of the common property (hereafter referred to as EUA), shall be conferred upon a member of the body corporate in his capacity as owner, from time to time to time of his respective section -

in accordance with layout plans to scale annexed hereto marked C1 and C2 on which is clearly indicated the locality of the distinctively numbered EUA, the purposes for which such EUA may be used and to which member's section such EUA is allocated.

- 27.2 There shall also be conferred upon the member in his aforesaid capacity the exclusive use and enjoyment of existing improvements to such EUA and any future improvements duly authorised.



- 27.3 Subject to any restrictions against registration thereof, the provisions of the Act and the prescribed Management and Conduct Rules relating to exclusive use and exclusive use areas shall apply to such EUA as set out in this Rule.
- 27.4 The owner shall at all times, at his own expense, repair and maintain his EUA and all improvements so as to keep same in a state of good order and repair.
28. **CONTRIBUTIONS FOR EXCLUSIVE USE AREAS**
- 28.1 In as much as each owner has been allocated the exclusive use of a parking bay, no additional contributions shall be payable to the body corporate in consideration thereof.
- 28.2 In respect of an extended patio EUA, the beneficial owner shall not be expected to pay an additional levy contribution. However, all and any costs pertaining to the installation, maintenance and effects on the surrounding areas of such extended patio is for the full cost of the owner and the body corporate shall not be held in any way responsible for any part of the extension.
- 28.3 There shall be no modification of the participation quotas.

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## BODY CORPORATE OF ELANGENI PARK

No. SS 665/1995

NON-MANDATORY GUIDELINES FOR THE IMPOSITION OF FINES - RULE 18	
<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 18.