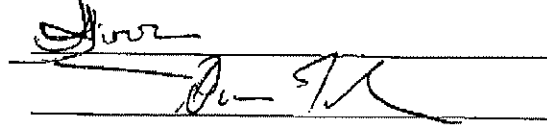


## SCHEDULE

Installed by two trustees for identification purposes



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

# BODY CORPORATE OF BRAYFIELD

No. SS 378/1997

## CONDUCT RULES

SUBSTITUTED IN TERMS OF

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

### **1. ANIMALS, REPTILES AND BIRDS**

No animals, reptiles or birds may be kept on the property. Animals already on the property for which permission was previously granted, may be kept but they may not be replaced.

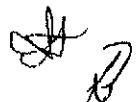
### **2. REFUSE DISPOSAL**

Owners/ occupiers are required to

- (a) place, in a hygienic and dry condition, all refuse in the bins provided in the refuse room just inside the main entrance gate. Items too large for the bin should be broken down so as to fit into the white plastic bags. Items not in the white bags will not be removed by the refuse removal company
- (b) ensure that glass is securely wrapped and that tins or other containers have been drained before being placed in the bins
- (c) please remember to switch off the light in the refuse room if you have turned it on

### **3. VEHICLES**

- (a) Vehicles may not be parked on the common property for the purpose of storage, safekeeping or repairs without the written consent of the Trustees
- (b) Any vehicle parked, standing or abandoned on the property may be removed or towed away by the Trustees at the risk and/or expense of the owner of the vehicle, **even if the owner /occupier is within the prescribed limit of 2 parking bays**
- (c) Owners/ occupiers must ensure that their vehicles as well as those of visitors



or guests do not drip oil or brake fluid on the common property or do not in any other way deface the common property

- (d) Major repairs to vehicles may not be carried out anywhere on the property
- (e) Vehicles may not be dismantled anywhere on the property
- (f) Caravans, boats, trailers etc. ,other than those already on the property, are not permitted
- (g) **Unlicensed and unroadworthy vehicles may not be brought onto the property**
- (h) **Each unit is entitled to ONE undercover and ONE open parking**
- (i) **The direction of traffic flow within the complex is CLOCKWISE ONLY**

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

- (a) Owners/ occupiers may not mark, paint, drive nails, screws or the like into or in any other way damage or alter part of the common property without the written consent of the Trustees
- (b) However, an owner or someone authorised by him/her may install a locking device, burglar guards or any other security device for the protection of his/her section. Burglar guards and security gates must be white in colour
- (c) Screens or other devices designed to prevent the entry of insects may be installed provided that the nature and design of the device as well as the manner of installation have been approved in writing by the Trustees
- (d) **Any damage to the common property shall be repaired at the owner's expense ; this includes damage that may be caused by their children or their children's friends**

#### **5. OUTSIDE APPEARANCE**

Owners/ occupiers may not place onto or do anything to any part of the common property which may be aesthetically displeasing or look undesirable when viewed from the outside. The areas included are balconies, patios, stoeps and gardens. Examples could include hanging laundry over the balcony.

#### **6. INTERNAL IMPROVEMENTS**

Internal improvements requiring the destruction or part – destruction of any internal wall or support column must first be approved, in writing, by the Trustees. The Trustees may call for a report from the consulting engineer, which report shall be for the owner's account.

#### **7. SIGNS AND NOTICES**

May not be erected anywhere on the property so that they are visible from outside a section without the written consent of the Trustees.

#### **8. LITTERING**

Owners/ occupiers may not deposit or throw or allow to be deposited or thrown on the property any rubbish whatsoever. This includes dirt, cigarette butts, food, animal faeces and scraps.

#### **9. LAUNDRY**

Owners/ occupiers may not erect their own washing line without the written consent of the Trustees. Washing and laundry may not be hung on any part of the building.



### **10. STORAGE OF INFLAMMABLE MATERIAL/ DANGEROUS ACTS**

- (a) Dangerous materials may not be stored on the premises
- (b) Owners/ occupiers may not allow dangerous acts anywhere on the premises which will or may increase insurance premiums payable by the Body Corporate

### **11. LETTING OF SECTIONS**

- (a) These conduct rules are binding on all residents of Brayfields, be they owners, tenants or others granted rights of occupancy by owners.
- (b) **It is the responsibility of the owner wishing to let his section to ensure that the letting agent is fully aware of these rules and that tenants are also made aware of them and agree to abide by them ; to this end, they should be part of the lease agreement and should be signed as part of that agreement ; tenants should also be made aware that contravention of the house rules could lead to termination of the lease**
- (c) **Signed copies of the house rules should be given to the Trustees PRIOR to the tenant taking occupation**
- (d) Prospective tenants will be interviewed by the Trustees – owners letting sections should get in touch with one of the Trustees to set up an interview at a time convenient to all parties
- (e) **Any owner letting a unit must inform the Trustees in writing and must identify the future tenant**

### **12. ERADICATION OF PESTS**

- (a) Owners must keep their sections free of white ants, borer or other wood destroying insects
- (b) Owners must permit Trustees, the Managing Agent and their duly authorised agents or employees to enter their section from time to time to inspect the section for such pests
- (c) The costs of inspection and the eradication of any pests found in the section will be borne by the owner of the section

### **13. SWIMMING POOL AREA**

Owners/ occupiers who use the pool or allow visitors to do so must ensure that

- (a) children under the age of 12 are accompanied by an adult
- (b) pool equipment is not tampered with
- (c) the Club House, toilets and garden area are left clean – this includes the disposal of cigarette butts
- (d) lights are switched off
- (e) children do not climb over the walls to gain access to the pool area

### **14. SEWERAGE**

Foreign objects may not be deposited in the toilets as this affects the performance of the sewerage booster pump. Examples of foreign objects include Coke tins, condoms, tampons, sanitary towels etc.

### **15. ELECTRIC FENCE**

All owners/ occupiers having an exclusive use area must ensure that nothing is allowed to grow on or impede the electric fence so as to cause a breach of security.

**16. SAFETY AND SECURITY**

- (a) Residents should not admit anybody to the property who is not known to them.  
This needs to be impressed upon domestic workers as well
- (b) Residents should, on entering or exiting the property, wait for the gate to close before driving off to ensure that undesirable elements do not gain access
- (c) Parents are urged to ensure that their children keep away from the vehicles in the property
- (d) Residents should note that the speed limit within the complex is 20 km/h

**17. STOREROOMS**

There is a storeroom available for storage of excess small goods (ie. not items of furniture) in the clubhouse complex. This should be kept neat and tidy at all times. All goods are stored in this room at the owner's risk.

**18. WATER INSURANCE/ GEYSERS**

- (a) Owners should ensure that they have taken out water insurance for their unit
- (b) Maintenance of geysers is the responsibility of the owner. We strongly recommend that individual owners have their geysers inspected by a plumber.

**19. GENERAL COURTESY AND CONSIDERATION**

Residents of Brayfields live in close proximity to one another. All need to make every attempt not to create a disturbance in the complex at any time. This includes, but is not limited to:

- (a) playing excessively loud music at any time of the day or night
- (b) hooting at the gate to attract the attention of someone to let you in – the intercom system should be used for this purpose

**20. LEVIES**

- (a) Levies are payable to the Body Corporate
- (b) Interest will be charged on overdue accounts
- (c) Accounts with long – overdue balances may be sent to the Credit Bureau for blacklisting
- (d) Special levies may be charged from time to time – these, too, should be paid timeously, failing which interest will be charged
- (e) Owners selling units once a special levy has been charged, are responsible for ensuring this levy is paid BEFORE the new owner is registered
- (f) Any legal costs arising out of action taken against owners will be borne by the owner

**21. USAGE**

- (a) No one may live in sections of the property which are not described as residential sections
- (b) No one may sleep in a caravan or other vehicle parked anywhere on the common property
- (c) Units may not be used for professional or trading purposes without the prior written permission of the Trustees
- (d) Units may not be used for any illegal activity



- (e) The maximum number of people permitted to occupy
- a one bedroom unit is TWO
  - a two bedroom unit is FOUR and
  - a three bedroom unit is SIX

## **22. COMPLAINTS**

- (a) Complaints should, in the first instance, be directed at the offending party by the offended party
- (b) Should this not work, a written complaint can be forwarded to the Trustees for onward transmission to the managing agent who will, in turn, communicate with the owner in writing ; this communication carries with it a charge which is for the owner's account
- (c) The owner will usually be given a time period within in which to address the complaint ; should the complaint not be dealt with within this time frame, the Trustees may proceed against the owner in law in whatever manner they deem to be appropriate
- (d) Any expenses incurred by the Trustees in rectifying a breach of the conduct rules will be for the account of the owner
- (e) An administration fee of not more than R3000 per incident or R3000 per month in the case of a recurring incident, may be imposed by the Trustees on any owner if the owner, their tenant, invitee or visitor fail to abide by any of these rules. The actual amount of the fee will be at the discretion of the Trustees but will not exceed R3000