

ANNESLIE BODY CORPORATE CONDUCT RULES

1 OWNERS

- 1.1 Owners shall use or permit their sections to be **used for Residential Purposes only.**
- 1.2 All owners and occupiers of sections shall ensure that their respective activity 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 building, and in accordance with the Rules and with provisions of the Act.
- 1.3 An owner shall not store or leave or allow to be stored any article or thing in any part of the common property except with the written consent of the Trustees first having been obtained.
- 1.4 Erect a tent or other structures or alter or remove any shrub, tree or plant on common property.
- 1.5 **Overcrowding:**
An owner of a section, whether or not he/she personally occupies that section, shall at all times ensure that the number of persons who permanently reside in that section does not exceed the number 4 (four) ie 2 (two) per bedroom.

For the purposes of this rule a person who regularly sleeps in a section shall be deemed to permanently reside in that section. Notwithstanding the afore going and with the prior written consent of the Trustees (which shall not be unreasonably withheld) the owner of a section may allow additional persons temporarily to reside in his section. Any consent given by the Trustees in terms of this rule may be given subject to such reasonable conditions as they in their sole discretion deem appropriate.
- 1.6 Unless otherwise authorised in writing by the Trustees no persons may live in sections which are not described as Residential Sections on the Sectional Plans of the Body Corporate.
- 1.7 Under no circumstances is any fire hydrant to be used except in the case of fire.
- 1.8 No signs of whatever nature may be erected without the permission of the Trustees.

2. VISITORS / GUESTS

An owner or occupier of a section is liable for the conduct of his visitors and/or guests and he/she must ensure their adherence to all the requirements of the Act and the Conduct Rules.

3. **LETTING OF UNITS**

- 3.1 All tenants of units and other persons granted rights of occupancy by the owner of the relevant unit are obliged to comply with these Conduct Rules. Notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.
- 3.2 It is the responsibility of every owner to ensure that his tenant receives a copy of the Conduct Rules of the Body Corporate and that they abide by these rules.
- 3.3 Every owner who lets or sublets his section to a tenant shall provide the Board of Trustees and the Managing Agents with the full name of the tenant and the date of commencement and ending of the tenancy; shall ensure that the tenant complies with the Conduct Rules; shall at his own expense provide the tenant with 2 (two) copies of the Conduct Rules, one of which the tenant shall sign and which the owner shall lodge with the Board of Trustees.

4. **NOISE LEVEL**

- 4.1 At all times PLEASE. Radios/CD players; musical instruments; DVD players and TV sets must be used in such a manner so that they are not audible from adjoining sections or common areas.
- 4.2 All undue noise must cease at 24h00 on Fridays and Saturdays and at 23h00 Sunday to Thursdays

5. **VEHICLES**

- 5.1 No owner or occupier shall park or stand any vehicle or permit a visitor to park or stand any vehicle, upon the common property except in a designated parking bay or permit or allow any vehicle to be parked on common property, specifically on grass verges.
- 5.2 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, a vehicle parked, standing or
- 5.3 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property and
- 5.4 Owners and their tenants must at all times take care not to rev their vehicles excessively. Hooting is strictly not allowed.
- 5.5 Speed limit 15km per hour.
- 5.6 Garage doors to be closed at all times.
- 5.7 Incoming vehicles have right of way.
- 5.8 Due to shortage of parking area, no trailer, boat or caravan may be parked on the property without prior permission of the Board of Trustees

6. **ANIMALS, REPTILES AND BIRDS**

- 6.1 An owner or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property (application form to be completed).
- 6.2 When granting such approval the Trustees may prescribe any reasonable conditions.
- 6.3 The occupant is permitted to keep a maximum of one small pet on the premises, subject to it being kept under control, and that it is not a nuisance to other residents.
- 6.4 Trustees may withdraw such approval in the event of breach of any of the conditions prescribed in terms of sub-rule (2).
- 6.5 Pets must be under the supervision of owners at all times and not allowed to roam freely on common property. Cats must be trained to use litter trays. Dogs should be walked daily to prevent them fouling lawns/exclusive use areas. In either case, please do not overlook the civic rule of picking up after your pet, whether in a public area or in an exclusive use area of the complex. Accumulation of pets' faeces on exclusive areas of lawns or patios is absolutely prohibited and are to be removed immediately. This will prevent fly infestation resulting in a health hazard.

7. **REFUSE**

An owner or occupier of a section shall:

Ensure that refuse is placed in disposable bags, securely wrapped and placed into a black bin in the refuse area on the common property behind wash line area.

8. **LITTERING**

Any owner or occupier of a section shall not deposit, throw or allow to be deposited or thrown, anywhere on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

9. **LAUNDRY**

An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his/her own wash lines, nor hang any washing or laundry or any other items on the part of the building or the common property so as to be visible from outside the buildings or from any other section.

10. **SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES**

On no account may any livestock or other animal be slaughtered on the premises.

11. **STORAGE OF HAZARDOUS SUBSTANCES AND CARRYING OUT DANGEROUS ACTS**

No owner or occupier shall keep on his premises any hazardous substances of a flammable or explosive nature, unless the storage and handling of same conform to the relevant statutory or municipal regulations. (For instance LPG stored in cylinders for domestic heating and cooking when installed and used in accordance with the relevant SABS Code of Practice). Residents shall not carry out dangerous acts such as misusing hazardous substances, wrongly using electrical power supply and appliances etc. which may result in fire or explosion with risk to human life and property and render void the Body Corporate insurance on the buildings and/or result in the rate of premium payable.

12. **ERADICATION OF PESTS**

An owner shall keep his section free of white ants, borer or any other wood destroying 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 reasonable necessary to eradicate such pests. The costs of the inspection, replacement of any woodwork or other material forming part of such section which may be damaged by such pests shall be borne by the owner of the section concerned.

13. **LOSS OR DAMAGE**

The Body Corporate shall not be responsible for any loss or damage suffered by an owner caused by the Body Corporate or by any servant 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 contained in his section, or in any part of the common property.

14. **OWNER'S DEFAULT**

14.1 If an owner (whether by himself/herself or by his/her lessee, invitee, guest, agent, servant or employee) commits a breach of any of these Rules and fails to remedy such breach within a period of seven days after the giving of written notice to remedy such breach by the Trustees or Managing Agent, if so authorised by the Trustees, the Body Corporate shall be entitled to take such action as may be available to it in terms of the Act, the Rules of the Body Corporate or by law.

14.2 If an owner fails to repair or maintain his section in a state of good repair as required by Section 44(1) (b) or (c) of the 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 be entitled to remedy the owner's failure and to recover the cost of so doing from such owner.

15. **REPEATED INFRINGEMENT OF RULES**

The Trustees may, if deemed necessary, impose fines on members who repeatedly break any of the Conduct Rules of the Body Corporate. The amount to be determined by the Trustees.

16 **ALTERATIONS/ADDITIONS/DAMAGES**

- 16.1 An owner or occupier 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.
- 16.2 No occupier or owner of a section shall without the prior written consent of the Trustees,
- (a) Alter or add to, structurally or decoratively, externally or internally, any portion of the section
 - (b) Erect any blinds or awnings. In giving consent to the erection of blinds or awnings, the Trustees shall be empowered to impose such conditions as they deem necessary in regard to the type and colour of any blind or awning to be erected with their permission.
 - (c) No structural alterations, additions or renovations shall be made to the section or common property without the prior written consent of the Trustees.
 - (d) Prior to granting the written consent referred to in paragraph C an owner of a section shall furnish the Trustees with sufficient details of any alterations, additions or renovations so as to enable the Trustees to be in a position to grant or refuse their consent.

In the event of consent being granted for alterations, additions or renovations, then work shall only take place during the hours of 08h00 to 17h00, Monday to Fridays, Saturdays from 08h00 to 13h00 (excluding public holidays). No work shall be carried out on a Sunday or Public Holidays.

- 16.3 All repairs, plumbing electrical etc. to be reported to the Managing Agent prior to calling out a contractor. Should the investigation result in the fault not being on the owners premises but on common property, the Body Corporate will only pay for contractors registered with the Managing Agent. Should this request not be adhered to, the account for the call out and work done, will be for the owners account.

17. **CHILDREN**

- 16.1 Children, including visitor's children, playing in the communal area and driveway are to be supervised at all times.
- 16.2 The use of skateboards, rollerblades, cycles and the playing of all ball games on the premises is strictly forbidden.

18. **SECURITY**

Please do **NOT** open any of the security gates unless you know the person outside. When entering/leaving the premises, please wait for the gate to close behind you to ensure that no unknown person can gain access.

19. **APPEARANCE**

- 19.1 No occupant of a section used for residential purposes shall place or do anything on any part of the common property, including balconies, patios, and gardens which, at the discretion of the Trustees, is seen as aesthetically displeasing or undesirable when viewed from outside the section.
- 19.2 Cracked or broken windows are to be replaced within seven (7) days thereafter the Trustees will attend to same and the cost thereof will be for the owner's account
- 19.3 Proper window covering must be placed at the windows whether the unit is occupied or not and no sheets or make-shift coverings to be used which detracts from the harmonious appearance of the complex. The Trustees are to be contacted regarding the colours of exterior blinds as these have been specifically agreed upon to uphold the appearance of the complex.

20. **SPECIAL LEVY**

It is recorded that if a Special Levy is imposed at an Annual General Meeting, and such Special Levy is imposed in respect of a past deficit in regard to the building, and shortly thereafter a unit is transferred, then the owner of the unit at that time of the Annual General Meeting will be liable in respect of such Special Levy. If however such Special Levy is imposed at the above said meeting in respect of a future benefit of the building, and transfer is given to a new owner shortly after such an Annual General Meeting, then the new owner will be liable in respect of such Special Levy imposed.

21. **GENERAL**

No occupant may allow any part of the premises over which he has rights of occupation to become unsanitary, or accumulated with rubbish, a danger to health or otherwise dirty or untidy.

Common property water is **NOT** to be used for private use, for example washing of motor vehicles, etc.