

# PARC DU VILLE BODY CORPORATE

## CONDUCT RULES – NOVEMBER 2007

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### 1. ANIMALS, REPTILES AND BIRDS

- (a) An owner or occupier of a section shall not without the consent in writing of the Trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property. An application to keep an animal must be put to the Trustees in writing prior to the animal being brought onto the property. Only once the Trustees have approved their application in writing may the applicant be permitted to bring the animal onto the property.
- (b) When granting such approval, the Trustees may prescribe any other reasonable conditions over and above the following: "The animal may not cause a noise or disturbance to any other resident of the complex".
- (c) The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (c).
- (d) **No Dogs** will be permitted to reside at the complex.
- (e) No kennels or any other pet shelters will be permitted on any part of the common property or in any area where it will be visible from common or exclusive use areas.

### 2. REFUSE DISPOSAL

An owner or occupier of a section shall ensure that all refuse is placed in a plastic bag that must be securely fastened and placed **in one of the refuse bins in the refuse room**.

Refuse bags are to be placed in the bins by filling up the bins at the back of the refuse room first.

No bags are to be left on any part of the common property including outside the front doors of the various units.

Post Boxes are to be kept neat and tidy at all times.

### 3. VEHICLES

- (a) No owner or occupier shall park or stand any vehicle upon the common property (including all grassed areas), or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.
- (b) 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.
- (c) 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 on the common property or in any other way deface the common property.

- (d) No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle on any portion of the common property and exclusive use areas or in a section.
- (e) No trucks, trailers, caravans or boats will be permitted inside the complex without the written consent of the Trustees.
- (f) Owners or occupants are not permitted to hoot or unreasonably rev their motor vehicles whilst inside or approaching the complex.
- (g) The speed limit in all areas of the complex is 20 km/h.
- (h) No vehicles may be parked in the visitors' bays for longer than a period of 48 hours.

#### I. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- (a) An owner or occupier of a section shall not alter, add to, mark, paint, drive nails or screws or the like into, or otherwise damage any part of the common property without first obtaining the written consent of the Trustees. Such consent may not be used as a precedent for similar alterations / additions in the future.
- (b.) Notwithstanding sub-rule (a), an owner or person authorised by him, may install:
  - (b.1) Any locking device, safety gate, burglar bars or other safety device for the protection of his section provided that the safety gate, burglar bars or any other safety device be painted white; or
  - (b.2) 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.
- (c.) No air-conditioning unit may be fitted to any part of the common property without the written consent of the Trustees.

#### 5. APPEARANCE FROM THE OUTSIDE

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, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Balconies and windowsills may not be used as storage space (eg: Beds, cupboards, furniture, etc.)

Only curtains / blinds may be used as window and front door coverings. No sheets, towels or the like will be permitted.  
**All security gates are to be painted white and burglar bars are to be black.**

#### 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 the written consent of the Trustees first having being obtained.

## **7. LITTERING**

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 whatsoever.

## **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. No laundry will be permitted to be hung on balconies.

**Should a resident be found hanging washing on their balcony / windows etc, the trustees reserve the right to issue a penalty levy of R 500.00 to the defaulting unit owner's levy account.**

**A clothes horse is allowed to be used, however only inside the unit. No clothes horse are allowed to be left on the balcony.**

## **9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property that will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

## **10. LETTING OF UNITS**

- (a) 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 provision to the contrary contained in any lease or any grant of rights of occupancy. Owners are obliged to provide their tenants with a copy of these rules and must ensure that they understand and agree to abide by them. Owners remain responsible for their tenants conduct and behaviour.
- (b) Should an owner sell or rent out his unit, he must notify the Managing Agents in writing within 30 days of the change of occupant. The names and contact numbers of all new occupants must be given to the Managing agent within the above time period. In the event of an owner using the services of a Letting Agent, the owner must provide the Managing agent with the Letting Agent's details and he must ensure that the Letting Agent is in possession of a copy of these rules. Failure to comply will result in a penalty levy of R 150.00 being raised against the owners levy account.

## **11. ERADICATION OF PESTS**

An owner shall keep his section free of white ants, borer and other wood destroying insects as well as all other insects (eg cockroaches) 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 cost 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. TELEVISION AERIALS & SATELLITE DISHES**

- (a) T.V. aerials will only be permitted on the external buildings with the written approval of the trustees. T.V. Aerials may not, in any way, cause any obstruction to any other resident.
- (b) There is a communal satellite dish at the complex. As a result thereof, no individual satellite dishes will be permitted to be installed.
- (c) No T.V. aerials will be permitted to be removed from any part of the common property without the written approval of the Trustees.

**13. LEVIES**

- (a) Levies are due and payable on the first day of each and every month.
- (b) Should levies not be received by The Managing Agent by the 7<sup>th</sup> day of each and every month, a reminder letter will be sent to the defaulting member. An administrative fee will be charged to the defaulting member for sending this letter. Should payment not be received by the 15<sup>th</sup> day of the month, The Managing Agent will hand the defaulting member over to the Body Corporate's attorneys who will send out a letter of demand. All further correspondence between the Body Corporate and the defaulting member will, at this point, go through the Body Corporate's attorney and not through the managing agent or the trustees. Should the defaulting member still not have paid his levies, together with the new month's levies, by the 7<sup>th</sup> day of the new month, the attorney will automatically issue summons on the defaulting member and will use whatever legal remedy is necessary to collect the outstanding levies together with any legal costs and interest.
- (c) Interest at the rate of 25% per annum will be charged on all overdue levies that are more than 30 days in arrears.
- (d) All cash deposit fees that the body corporate is charged for cash payments for levies being deposited in the body corporate's bank account, will be debited back to the owner's levy accounts.

**14. NOISE, CONDUCT AND BEHAVIOUR**

- (a) All residents are required to have consideration and respect for the other occupants and may not cause or be the cause of unreasonable and excessive noise or loud music at any time.
- (b) No noise (this includes loud music) will be permitted after the hours of 22h00 on weeknights and Sunday nights or 23h59 on Friday and Saturday nights.
- (c) Occupants must ensure that they, their visitors / guests, their children and the children of their visitors / guests do not damage any part of the common property or any other resident's property or the garden areas. No tampering of any Body Corporate equipment including but not limited to the gate, post boxes, lights, vehicles, taps, plants, hose pipes, etc. will be permitted at any time.
- (d) No cruelty or persecution by any owner occupier or their visitors / guests to any animal(s) will be permitted within the Parc Du Ville complex.

- (e) In any residential Section, no more than two adults (including children over the age of 13 years) will be permitted to sleep in one room with a maximum limit of no more than two adults per bedroom for any residential section.
- (f) No person may remove, damage, trim, destroy or cut down any plants, trees, flowers or shrubs inside the complex grounds.
- (g) No urinating on the common property will be accepted.
- (h) Conversations on walkways are not to include screaming and shouting so as to disturb any other resident at any time.
- (i) Alcohol is not to be drunk on any part of the common property, including all walkways / staircases.
- (j) It is vital for all owners / residents to understand that all these rules apply to their visitors as well.
- (k) No excessive loud music will be tolerated from any resident / visitors cars whilst driving in / driving out of the complex, or whilst being washed in the common property parking area.
- (l) No person will be allowed to harass another tenant **OR ANY VISITOR** in the complex.
- (m) Permission needs to be obtained from the Trustees prior to private businesses commencing on the property.
- (n) No tenants will be allowed to loiter on the common property, eg. Public stairwells and balconies

#### **15. DOMESTIC WORKERS**

Owners / occupiers must ensure that their workers do not cause any noise or disturbance to any other residents in any way.

#### **16. GENERAL**

- (a) All matters for the attention of the Trustees must be submitted in writing care of the Managing Agent (DK Property Management – PO Box 69, Table View, 7439 or faxed to them on 021 557 3567.)
- (b) All complaints must be put in writing for the attention of the Trustees care of the Managing Agent (DK Property Management – PO Box 69, Table View, 7439 or faxed to them on 021 557 3567.)
- (c) Telephonic complaints will not be dealt with unless followed up in writing within seven days.

**These Rules are in addition and complimentary to annexure 9 of the Sectional Titles Act of 1986.**

**Please be advised that all residents are required to conform to the Body Corporate House Rules. Any person found in contravention thereof, will be liable for whatever action is deemed necessary by the trustees (including a penalty levy of R 150.00 per contravention) or as prescribed within the Sectional Title Act, to ensure compliance.**