

# DE OUDE SCHUUR SECTIONAL TITLE DEVELOPMENT

## CONDUCT RULES

### 1. EXTERIOR OF LIVING UNIT

No alterations or additions of whatsoever nature to the exterior of the living unit may be effected without the prior written consent of the Trustees acting on behalf of the Body Corporate for this sectional title scheme. After consent for an alteration or addition has been given, this shall also be the norm for the other units.

No air conditioning units may be affixed to the exterior of a unit without written consent of the Body Corporate.

General maintenance to the exterior of a unit has to be approved in writing by the Trustees.

The consent of the Trustees is required before any antenna or television dish may be affixed on the roof or any other exterior part of the unit, which may not be removed at any later stage, once affixed.

An owner or occupant of any unit may not execute any action in his unit or on the common property which may result in an increase of the insurance premiums payable by the body corporate.

### 2. BURGLAR BARS AND GATES

The pattern of burglar bars at the windows and safety gates should have the diagonal pattern.

The burglar bars shall be affixed on the inside of a unit.

The bars shall be coated with white epoxy at windows and the gates/s with brown epoxy

### 3. GARDEN AREAS

Each garden shall be kept in a tidy and neat condition, and be watered sufficiently. The trustees shall mow the lawns regularly. (The lawn which forms part of the communal property.) Access to a garden area should also be given at all reasonable times for purposes of general maintenance.

A garden area shall at all times be kept neat and no rubble, paper, sand bricks etc. may be deposited, thrown or permitted onto the property.

#### 4.COMMON GARDEN AREA

The trustees are to maintain all lawns, shrubs and trees.

Every occupant should as far as possible ensure that members of his family, guests and other people do not damage the lawns, shrubs, trees, lights, benches and all other items or fixtures for the communal benefit of all in the scheme. Any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written consent of the garden committee (or trustees in the event a garden committee has not been established.)

#### 5.OCCUPATION OF UNIT

The maximum number of persons who may occupy any unit permanently in the case of a 2 (TWO) bedroom unit, are limited to 4 (FOUR) persons, but never more than 3 (THREE) adults at a time. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.

An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any exclusive use area.

No article or object may be left or stored on the common property or any other exclusive use area without the prior written consent of the Trustees.

A tent or any other construction may not be erected on the common property or on any exclusive use area.

A unit may only be utilized for residential purposes.

No business or trading may be conducted from a unit, except with the written permission of the trustees.

No store room or motor garage may be utilized for residential purposes.

#### 6.REFUSE OR REFUSE REMOVAL

No refuse or refuse bags will be permitted on the common property or anywhere where it is visible, and should be placed out in the bins on the refuse disposal area to be removed .

When refuse bags are moved to the refuse disposal area, it has to be placed in the holders.

Refuse should be placed in plastic bags and thoroughly closed.

#### 7.MOTOR VEHICLES, PARKING AND ROAD USAGE

Vehicles may not be parked in front of other occupants' vehicles, or parking bays.

No double parking will be allowed.

No racing of vehicles, motorcycles or bicycles will be allowed on the common property.

The speed restriction on the terrain of the scheme is 15 (fifteen) kilometers per hour.

The trustees have the right to demarcate by yellow lines where parking is prohibited. The use of soap box carts, skate boards, roller skates etc. are strictly forbidden. No caravan, boat, trailer, motor cycle, tricycle or commercial vehicle may be used or parked on the common property or be parked in front of houses. Delivery trucks for instance "pick-up trucks" are however allowed.

Motor vehicles should be parked pointing in the direction of traffic flow. It should furthermore be parked in such a manner that it will not cause any discomfort for other inhabitants or road users.

Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R 350,00 (Three hundred and fifty rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deducted. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests, this reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.

#### 8.MOTOR WRECKS, REFUSE, REPAIRS, ETC.

No motor vehicle may be stripped, dismantled or major repairs be effected to a motor vehicle on the common property, or any bother exclusive use area or in the unit.

No refuse, motor wrecks etc. may be left or parked on the common property or on the exclusive use area.

Should any inhabitant contravene sub-rule 8.2, the Trustees may request the owner in writing to have the objects removed within 10 (ten) days from the date of the letter.

Should he fail to remove the objects timeously, the Trustees may have it removed on the trespassers' account.

No owner or inhabitant or their guest or visitor, may cause engine noise by "revving" a vehicles' engine.

It is strictly forbidden to use a vehicles' hooter.

#### 9.WASHING AND WASHING LINES

Washing may only be hung on the washing lines provided for or on standing dry racks on the balcony, but nowhere else. Under no circumstance may it be hung in front of or outside windows or over balcony rails.

Washing should be removed from the communal washing lines as soon as it is dry, in order that other occupants may also have the use of the lines.

#### 10.CLEANLINESS

No objects may be placed on the window sills and balcony rails.

No cigarette butts, paper, etc. may be thrown out of the flats or from balconies.

## 11.SILENCE

Silence should be kept during the following hours:-

Mondays to Thursdays: from 22h00 to 08h00

Fridays and Saturdays: from 24h00 to 08h00

Sundays: from 13h00 to 16h00 and from 22h00 to 08h00

## 12.DOMESTIC SERVANTS

No domestic servants (chars etc.) may sleep in or over.

Occupants should assure that their domestic servants do not cause nuisance to any other occupants by being noisy or to cause or make a noise.

## 13.CHILDREN

Occupants are to see to it that their children or visitors or guests do not damage the common property or the property of other occupants or garden areas, for instance tamper with post boxes, plants, taps, water hoses and lights etc.

## 14.ANIMALS

14.1 An occupant may keep animals as pets in their units, but only on condition that such pets do not create a nuisance to other occupants, for instance by barking or walking around unattended.

14.2 Cats are allowed but the cats must be sterilized.

14.3 The following types of dogs are however not allowed:

14.3.1 Bull Dog, Bull Mastiff, German Shepherd, Dobermann, Bull Terrier, Rotweiler and Labrador; as well as

14.3.2 Any dog taller than 40 (forty) cm, measured from the ground to the middle of the back.

14.4 Dogs may only be kept within the living unit or the walled exclusive area of a property. (if supplied)

14.5 When a dog is taken outside a living unit or the walled exclusive area of a property, it should be on a leash and under the control of an adult person.

14.6 Should a dog defecate on the common property or on any other owner's property, the owner of the dog should remove the faeces immediately.

14.7 No cages or kennels or any other pet housing are allowed on common property or the exclusive use areas.

14.8 No dogs are allowed on a temporary basis.

14.9 No dogs belonging to visitors are allowed on the premises.

14.10 Should a pet make a nuisance of itself or the owner fails to adhere to any of the terms of this rule 14, the Trustees may serve a written warning on the owner. Should the owner fail to give the required attention and adhere to the complaint within 10 (ten) days of the date of the notice, the Trustees will have the right to have the culprit animal removed without any further notice.

## 15. MONTHLY CONTRIBUTIONS

All levies are payable in advance by the owners and are to be paid before or on the 7<sup>th</sup> (seventh) day of every month.

Should an owner be in arrears with any payment, he may be given a written warning to pay the arrears amount within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the trustees shall have the right to take the following steps:- to stop all normal services to the unit until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit. The owner or lessee are obliged to give access to the unit to the trustees or their representatives in order that they may effect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessees will be informed of any proposed suspension of services on the same day as delivery of the letter of demand to the owner.

Despite the above, the trustees may sue the owner for arrears contributions or any other amounts due and owing by the owner to the trustees or the home owners association.

Interest at 25% (twenty five percent) per annum plus a fine shall be levied on all arrear amounts with effect from the first day of the month on which the owner became in arrears.

Should the owner as referred to in sub-clause 15.2.2 above, be summonsed, or receive a letter of demand from an attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.

Should an owner require statements of accounts, he will be liable for the costs thereof.

## 16. PENALTIES

A person contravening any of the rules herein, may receive a written warning from the trustees, or its agent as well as a penalty of R 75,00 (seventy five rand) for each infringement. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.

If such warning is not heeded and any rules are thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R 500,00 (five hundred rand) may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. The right to fine the trespasser does not impinge on any other rights which the trustees may have against the trespasser. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.

The penalty may be adjusted annually at the general annual meeting should the members find it necessary.

## 17. GENERAL

An owner wishing to sell or rent his unit, should inform the trustees and the Body Corporate thereof in writing.

An owner leasing his unit, should hand management rules, conduct rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the owner is liable for the compliance thereof.

Should an owner or occupant wish to bring any matter to the attention of the trustees, a written request should be handed to a trustee.

The owners have confirmed that they are aware of the fact that this body corporate shall be a member of the controlling **BURGUNDY ESTATE HOME OWNERS ASSOCIATION** and that the body corporate will have to pay levies to the association. A copy of mentioned constitution will be available for inspection.