

SIRROCCO VILLAS BODY CORPORATE CONDUCT RULES

[Section 35 (2) (b) of the Sectional Titles Act No 95 of 1986]

1. ANIMALS, REPTILES AND BIRDS:

- 1.1 No animals, reptiles or birds are permitted.

2 REFUSE DISPOSAL:

- 2.1 An owner or occupier shall place all normal domestic refuse in any plastic bag and deposit same into one of the refuse bins in refuse bin room.
- 2.2 No unwanted containers, packing cases, items of furniture or portions thereof or any other material of whatsoever nature that is not removed by the municipal refuse collectors may be placed in the refuse bin rooms. It is the responsibility of an owner or occupier to dispose of such items.
- 2.3 No refuse of any description, whether in a plastic bag or other container, may be placed in a stairwell, on a balcony, walkway or any common property other than the refuse bin rooms.

3 VEHICLES:

- 3.1 No owner or occupier shall park or stand any motor vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
 - 3.1.1 Motor vehicle is deemed to be a passenger vehicle or light delivery vehicle not exceeding 2000kg.
- 3.2 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.
- 3.3 The trustees may wheel clamp at the risk and expense of the owner of the vehicle, any vehicle parked illegally on the common property without the trustees' permission or any exclusive use parking bay without the consent of the person to whom that parking bay has been allocated. The release fee shall be determined by the trustees from time to time.
- 3.4 Owners and occupiers of sections shall ensure that their vehicles or those of their visitors do not drip oil or brake fluid onto the common property or an exclusive use parking bay in any other way deface any such property. The costs of removing any such stains or defacement shall be borne by the owner of the unit whose vehicle or, whose occupant's or visitor's vehicle causes such stains or defacement.
- 3.5 No owner or occupier shall be permitted to dismantle or effect repairs to any vehicle on any portion of the common property, an exclusive use parking bay or in a section.
- 3.6 Motor vehicles exiting from their parking bays with obscured vision have the right of way of reversing out of their bays.
- 3.7 No owner or occupier shall be permitted to drive a motor vehicle at more than fifteen (15) kilometres per hour on the common property roadway.
- 3.8 No owner or occupier shall drive a motor vehicle on the common property in a manner that may be dangerous, so judged by a trustee or the managing agent.
- 3.9 No boats, caravans, trailers and or derelict vehicles are permitted to stand on the common property or in the exclusive use parking bays.

4 DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:

- 4.1 An owner, lessee or occupier of a section 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.
- 4.2 An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including patios and balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions.
- 4.3 Notwithstanding sub-rule 4.2 an owner or person authorised by him may, with the prior written consent of the trustees, who may impose reasonable conditions, install an air conditioner on his balcony provided that it shall not be visible when viewed from the outside.

5 APPEARANCE FROM 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.

6 SIGNS AND NOTICES:

- 6.1 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, within a section and / or on the municipality verge, so as to be visible from outside such section and / or the complex, without the written consent of the trustees first having being obtained.
- 6.2 Show houses are permitted on a Saturday or Sunday subject to the following conditions.
 - 6.2.1 Signage is allowed on show days to clearly mark the show house.
 - 6.2.2 The signage of the show house may be set up on the day of the show house from 12h00.
 - 6.2.3 The signage of the show house must be removed immediately after the show house ends and no later than 18h00 on the same day.
 - 6.2.4 The trustees reserve the right to remove any signage that does not conform to these Conduct Rules.

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:

- 8.1 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.
 - 8.1.1 washing shall not be placed on the balcony.

9 STORAGE OF IMFLAMMABLE 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, which will or may increase the rate of the premium payable by the body corporate on any insurance policy

10 LETTING OF UNITS:

Unless rented privately by owners themselves, all owners take note that only accredited letting agents may take part in rentals and selling of units at Sirrocco Villas. Should an owner want to lease his/her property, only estate agents who are accredited by the Body Corporate may be appointed, unless owners do their rental privately by themselves. Application for accreditation may be made by Estate Agents. All applications for accreditation are to be considered by the Body Corporate (trustees), such applications may not be unreasonably denied. The Body Corporate may however withhold reason(s) as to the declining of accreditation of Estate Agents, and are not obliged to give any reason(s) for unsuccessful applicants.

11 ERADICATION OF PESTS:

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, or any person authorized in writing by the body corporate, at all reasonable hours on notice (except in case of emergency, when no notice shall be required) to enter his section or exclusive use area, 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 USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- 12.1 When the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner or occupier shall not use or permit his section to be used for any other purpose.
 - 12.1.1 The flat shall be used solely for residential purposes only.
 - 12.1.2 No more than two persons per bedroom may reside in any unit on a permanent basis. Permanent is determined as 48 hours or longer.
 - 12.1.3 The parking bays shall be used solely for parking a motor vehicle.
- 12.2 Except for a sale in execution of a unit, no auction, or similar sales or exhibitions, shall be held on the common property or in a section, nor may a residential section be used for any professional, commercial or industrial purpose whatsoever.
- 12.3 An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall ensure that no nuisance is caused or common property damaged.
- 12.4 No 'quad-bikes', carts, scooters or motorbikes may be used on the common property for recreational purposes.
- 12.5 Ball games may be played on common property, in such a way that this will not cause a disturbance to fellow owners/ tenants. Ball games may not be played between vehicles. However, this concession is still within the sole discretion of the trustees, and can be withdrawn at any stage.
- 12.6 The throwing of stones or other solid objects on the common property is prohibited.
- 12.7 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 12.8 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

- 12.9 The body corporate or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 12.10 The transportation and / or moving of any furniture or heavy or bulky goods is the responsibility of the owner, occupier or lessee and the liability for repairing of any damage to any section or part of the common property as a result of such activity, shall be that of the owner concerned (who will be responsible for his lessee or occupier).
- 12.11 Nobody may smoke in any stairwell.

13 NOISE AND DISTURBANCE:

- 13.1 No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
 - 13.1.1. This includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, excessive motor vehicle idling & revving, talking, stamping, and laughing.
- 13.2 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property without the written permission of the trustees.
- 13.3 No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

14 ACCESS CONTROL:

- 14.1 There is a 24 hour access control system at the entrance of Sirrocco Villas and it remains the responsibility of the owners or occupiers to ensure that no one gains access without obtaining permission from the occupier of such unit which the visitors are visiting.
- 14.2 Security Gates sensors may not be obscured with any kind of material to prevent the security gates from closing.
- 14.3 The owner's are liable to pay the Body Corporate for the cost of such access tag.
- 14.4 The Body Corporate will not be liable for such access tag becoming faulty and the replacement thereof shall be for the owner's account.
- 14.5 Owners and / or residents must advise the Managing Agent immediately when their access tag is lost or stolen so that such tag / remote can be deactivated.
- 14.6 Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must comply with the following –
 - 14.6.1 ensure that upon entering or leaving the premises, all security doors and gates are properly closed;
 - 14.6.2 ensure that such doors and gates are never opened for unknown or uninvited persons;
 - 14.6.3 comply with any further security measures implemented by the trustees;
 - 14.6.4 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.

15 PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS:

- 15.1 Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.
- 15.2 Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 15.3 Any owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.
- 15.4 An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in recovering arrear levies, or in enforcing compliance with these rules.
- 15.5 An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property.
- 15.6 The trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.
- 15.7.1 When the trustees become aware of any contravention of any Management Rule or Conduct Rule, the owner of the unit in question shall be given written notice of such contravention.
- 15.7.2 Such notice shall be served at the address referred to in Management Rule 3(2) and shall call upon the owner to rectify the breach within a period determined by the trustees, provided that such period is not less than 14 days.
- 15.7.3 The owner may provide the trustees with such written representations as he/she deems necessary which shall be considered by the trustees. Such representations shall be delivered to the address contained in the notice mentioned in Rule 15.7.1 within the period specified therein.
- 15.7.4 Any owner who receives a notice in terms of Rule 15.7.1, shall be entitled to have the matter determined by arbitration in terms of Management Rule 71 and he/she shall comply with all the requirements of the latter Rule.
- 15.7.5 Should the owner not respond to the notice mentioned in Rule 15.7.1, or the trustees do not find sufficient merit in the representations mentioned in Rule 16.7.3, or arbitration proceedings are not launched, the trustees may impose a fine determined by them on the owner.
- 15.7.6 The owner shall be given notice of such fine and be informed that it will be included as a separate item on the monthly levy statement for the month following the trustees' determination mentioned in Rule 15.7.5.

16 FIRE FIGHTING EQUIPMENT:

The owner of a section shall ensure that their occupants and visitors do not tamper with or use any fire hose reel or fire extinguisher other than in an emergency fire situation in terms of the fire regulations of the City of Cape Town.

17 COMPLAINTS:

All complaints, requests and suggestions must be in writing and be addressed to the Managing Agent and be submitted to him.

18 RELAXATION OF RULES:

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

19 BINDING NATURE:

- 19.1 The provisions of these rules and the duties of the owner in relation to the use and occupation of a section and common property shall be binding on the owner of that section and / or any lessee or other occupant, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property.
- 19.2 The trustee's decision regarding any matter with regards to these Rules shall be final and binding.

20 PENALTIES

- 20.1 A person contravening any of the rules herein may receive a written warning from the Trustees or its agent as well as a penalty. The amount of a penalty is at the full discretion of the Trustees, with a maximum amount of R 3000-00 per fine.
- 20.2 If such warning is not heeded and any rules are thereafter being contravened by such person, somebody residing with them, or somebody in his service or as a guest, within a period of 1 (ONE) month from the date of the written warning, a further fine may be levied against the owners levy account for each infringement thereafter, and they will be obliged to pay same promptly. This right to fine the transgressor does not impinge on any other rights, which the Trustees may have against such transgressor.
- 20.3 The penalty clause may be adjusted annually at the General Annual Meeting, should the members find it necessary.
- 20.4 Owners take full responsibility for the actions of their tenants, as well as their family, guests and visitors. Should an owner receive a penalty, the penalty shall be loaded on the levy statement of that relevant owner.

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