

# **BODY CORPORATE ELISENHHEIM 306**

## **CONDUCT RULES**

THESE RULES OF CONDUCT ARE TO BE APPLIED TO BALANCE THE INDIVIDUAL'S PERSONAL FREEDOMS WITH A CODE OF CONDUCT OUTLINING THE INDIVIDUAL'S RESPONSIBILITY TO ACT IN SUCH A WAY AS TO NOT INFRINGE UPON THE INDIVIDUAL OR GROUP RIGHTS OF THE OTHER RESIDENTS OF THE COMPLEX. THE AIM IS TO CREATE HARMONIOUS LIVING CONDITIONS FOR ALL RESIDENTS.

### **1. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS**

- 1.1 Owners and occupants of units must obey these rules and ensure that their visitors and guests do so as well.
- Obey any road signs on the common property;
- 1.1.1 A speed limit of **20 km per hour** must be STRICTLY obeyed.
- 1.1.2 Do not drive their vehicles within the common property areas in any manner which creates a nuisance or in a manner which is considered by the Trustees not to be in the interest of safety.
- 1.1.3 Do not allow any unlicensed person to drive any vehicle within the common property.
- 1.1.4 Do not skateboard or roller skate or roller blade in the common areas.
- 1.2 DO NOT use hooters within the common property other than in emergencies.
- 1.3 Vehicles must only be parked on demarcated areas of the common property in such a way that the flow of traffic is not obstructed. When demarcated parking areas are full residents and visitors are obliged to make use of parking outside the complex or in front of the garages of the unit being visited or lived in. This must be in such a way as not to obstruct other residents. *The demarcated parking bays may not be used as an additional semi/permanent parking bay for any unit.*
- 1.4 Vehicles that are not in general use, that drip oil/ brake fluid or that is not roadworthy may not be parked on the common property parking area other than for such short periods as may be approved by the Trustees with their prior written consent.
- 1.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked in the common area parking bays without the prior written consent of the Trustees.
- 1.6 No person may dismantle or effect major repairs to any vehicle on any portion of the common property.
- 1.7 Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked or standing abandoned in the common property or demarcated parking bays in contravention of these rules unless prior arrangement has been made with the trustees.
- 1.8 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 1.9 NO vehicles are to mount kerbs or park on areas dedicated to landscaping.

## **2. LAUNDRY**

- 2.1 An owner or occupant of a section shall not place or hang any washing or laundry or any other items on any part of the buildings or the common property where it is visible from outside the buildings or from any other section, or on boundary/common walls.

## **3. REFUSE**

- 3.1 Every owner or occupant of a section shall:
- 3.1.1 maintain in a hygienic and dry condition, a refuse bin within his section/garage or his exclusive use area.
  - 3.1.2 ensure that before any refuse is placed in said bin, it is securely wrapped or in the case of tins or other such containers, it is completely drained.
  - 3.1.3 these bins must be placed outside the complex on the evening before the collection day or at times designated by the Trustees;

## **4. DAMAGE**

- 4.1 Damage done to the common property, whether accidentally or otherwise shall be reported to the Trustees or Managing Agent by the person causing the damage without delay, simultaneously informing the Trustees to which unit he/she is connected to. In the event of such damage not being repaired by the guilty party within a reasonable time to the same state as before the damage occurred, the caretaker may, after reasonable notice to the guilty party, have the damage repaired. The Trustees reserve the right to levy 120% of such cost against the guilty party/owner of such unit.

## **5. NOISE**

- 5.1 An owner or occupant of a section must ensure that visitors or guests to his/her section do not make or create undue noise, which shall include the playing of musical instruments, TV sets, Hi-Fi's and other similar equipment at unreasonable levels or times. Care should be taken that sound coming from your unit is not readily audible outside.
- 5.2 Every owner or occupant of a section shall not:
- 5.2.1 Permit anything to be done on their premises which constitute a nuisance or any unreasonable invasion of the privacy of the other occupants in the complex. Nor permit or make any disturbance or allow his/her children, guests, tenants or any other person for whom he/she is responsible, to make any disturbance or noise which would constitute an invasion of the right of privacy of the other residents in the complex.
  - 5.2.2 Moderate noise levels associated with normal daily activity shall be allowed during the following hours: between **07:00 and 22:00 on working days and Sundays and between 07h00 and midnight on Fridays and Saturdays**
  - 5.2.3 All due care to avoid unnecessary noise should be made once outside your unit in the common area due to the tendency of sound to echo in the complex.
- 5.3 People's privacy inside the complex shall be respected at all times.

## **6. GROUNDS**

- 6.1 No plant or flower may be picked from, nor any damage caused, to the garden areas of the common property. No littering or pet droppings will be allowed in any part of the common property.
- 6.2 Garden tools and other equipment shall not be kept in any place where they will be in view from other sections of any portion of the common property.
- 6.3 Each occupant shall be responsible for maintaining the garden in his exclusive "use area" or any fenced in or walled in area of which he/she has the exclusive use.

## **7. PETS**

- 7.1 Permission to have pets within a section must be obtained from the Trustees and has to be in writing. The Trustees are empowered to consider such request with due regard to any municipal bye-laws and the interests of other owners. Permission may only be given by the Trustees and in so doing reasonable conditions may be prescribed. Any permission given by the Trustees to house pets may be revoked at any stage when conditions set are not adhered to. If permission is granted to keep a pet at a unit, such pet will not be allowed on the common property without having it on a leash.

## **8. SERVANTS**

- 8.1 An owner or occupant of a section shall –
- 8.1.1 be responsible for the activities and conduct of his/her servants and shall ensure that his/her servants understand and adhere to the conduct rules and national legislation or local authority bye-law which may affect their employment.
- 8.2 No owner or occupant of a section may request personal duties to be performed by any member of staff employed by the Body Corporate, except during their off-duty hours.

## **9. EXTERIOR OF BUILDINGS**

### **DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 9.1 An owner or occupant of a section shall not mark, paint, drive nails or screw or the like into, otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees.
- 9.2 Notwithstanding sub-rule (1), an owner or person authorized by him, may install –
- 9.2.1 Any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- 9.2.2 any screen or other device to prevent the entry of animals or insects;
- 9.2.3 provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation
- 9.3 No braai will be allowed on the common property.

## **10. APPEARANCE FROM OUTSIDE**

- 10.1 The owner or occupant of a section used for residential purposes shall not place or do anything on any part of the common property, including patios, stoeps, windows and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

## **11. LITTERING**

- 11.1 An owner or occupant of a section shall not deposit, throw or permit or allow be depositing or throwing on the common property any refuse, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **12. GATES AND KEYS**

- 12.1 Ensure that entrance gates are closed at all times as well as any other gates on the property.
- 12.2 Ensure that remotes to the complex are not handed out to ANY third party.

### **13. GENERAL**

- 13.1 It must be clearly understood that the maximum number of occupants in an unit/section being given full time accommodation shall not exceed two persons per bedroom. Lounges or any other room will not be considered in this calculation.
- 13.2 No business or trade may be conducted on the common property or in the sections.
- 13.3 No owner or occupant 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.
- 13.4 No firearms, pellet guns, fireworks or missiles may be discharged on the common property.
- 13.5 No stones or other solid objects may be thrown or propelled on the common property.
- 13.6 Washing of cars on the premises shall conform to Municipal regulations and the water shall be supplied by the owner.
- 13.7 An owner or occupant shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the common property which may increase the insurance risk or the rate of the premium payable by the Body Corporate on any insurance policy.
- 13.8 An owner shall keep his section free of white ants, borer and other wood destroying insects. Therefore the owner/ occupant shall permit the Trustees, the Managing Agent, and their duly authorized 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 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.
- 13.9 In the event of an owner of a unit wishing to construct a swimming pool within his exclusive use area, a written application for such a construction must first be lodged with the Managing Agent for consideration by the Trustees.

### **14. LETTING OF UNITS**

- 14.1 The owner of a section shall be obliged to ensure that any tenant of his section or other person granted rights of occupancy by him/her is bound by and obliged to comply with these Conduct Rules. If his/her tenant consistently fails to abide by the Conduct Rules, the owner will be obliged to remove such tenant from the property, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 14.2 An owner of a section shall include these Conduct Rules and make them an integral part of the Lease Agreement.

### **15. PAYMENT AND COLLECTION OF LEVIES**

- 15.1 Levies are due and payable monthly in advance on the first day of each and every month.
- 15.2 Owners shall be liable for interest on outstanding amounts, including compound interest, at the maximum annual rate permitted by Law or as determined by the Trustees from time to time. Levies or monies due to the Body Corporate, including penalties, not paid by the 5<sup>th</sup> of the month for which such sum is payable, will be debited with interest calculated from the 1<sup>st</sup> day of such month.

- 15.3 In the event of arrear levies having to be collected by way of legal process, the owner of the unit will be liable for all legal cost on a scale agreed between attorney and client.
- 15.4 All payments made shall first be allocated towards legal costs, then interest and lastly towards the capital outstanding amount.
- 15.5 Unless an owner of a unit notifies the Managing Agent or the Chairman in writing of a different valid physical address, the owner of a unit chooses as *domicillium citandi et excutandi* the unit he owns in Elisenheim 306 for which the levies accrue.

## **16. ENFORCEMENT OF THESE RULES**

- 16.1 Contravention of these rules must be reported to the Chairman of the Trustees or the Managing Agent, who will in the first instance have a personal discussion/s with the “transgressor” and should the contravention not be corrected within 48 hours, the Trustees will convene a properly constituted meeting where the steps below are followed:
- 16.2 Under circumstances where a resident is continuously guilty of breaking these rules and refuses to apply such behaviour which is conducive to a pleasant living experience at Elisenheim 306 the following action can be taken:
  - 16.2.1 Trustees convene an Owners Action Meeting where the transgressor is invited to present his/her case and answer to the alleged transgressions.
  - 16.2.2 The following process will be followed:
    - 16.2.2.1 Trustees notify transgressor formally of planned Owners Action Meeting giving a clear indication of the alleged contravention that will be considered and of the date, time and venue of such a meeting.
    - 16.2.2.2 Notification period for an Owners Action Meeting is fourteen (14) calendar days and Trustees can accommodate transgressor in reasonable manner in terms of the date and time of an Owners Action Meeting.
    - 16.2.2.3 Trustees invite a minimum of one owner to attend Owners Action Meeting – in the case of Trustees present at the meeting; a quorum for the Owners Action Meeting **will** be an owner and two trustees and the transgressor.
    - 16.2.2.4 The Owners Action Meeting will elect a chairman at each meeting amongst themselves.
    - 16.2.2.5 The Trustees will present the case against the transgressor at an Owners Action Meeting.
    - 16.2.2.6 The transgressor has the right to present his/her case and ask questions at the Owners Action Meeting.
    - 16.2.2.7 Should a transgressor not turn up for an Owners Action Meeting within 10 minutes after the agreed time, then the meeting will continue and evidence for consideration will be presented.
    - 16.2.2.8 Witnesses can be called at an Owners Action Meeting and the meeting can be adjourned to a later date, after agreeing with the alleged “transgressor” on a reasonable future date, in order to obtain more information.
    - 16.2.2.9 The Owners Action Meeting can after considering all the evidence make the following rulings:
      - 16.2.2.9.1 Find the transgressor not guilty.
      - 16.2.2.9.2 Find the transgressor guilty and issue a written warning, which will be valid for 3 months.

- 16.2.2.9.3 Find the transgressor guilty and issue a final written warning, which will be valid for 6 months.
- 16.2.2.9.4 Find the transgressor guilty and issue order to the owner of the unit where the resident stays to evict such tenant with one calendar month notice.