

**BODY CORPORATE OF YALDARA**

**36 BROWNS DRIFT ROAD**

**UMGENI PARK 4051**

**Reg. No. 169/1994**

**CODE OF CONDUCT  
FOR YALDARA**

**REVISED JULY 2009**

# YALDARA BODY CORPORATE

36 Brownsdrift Road  
Umgeni Park 4051

## CODE OF CONDUCT FOR YALDARA

### 1. PREAMBLE

- 1.1 In terms of the said rules, the Trustees are empowered to make house rules from time to time subject to any restriction imposed or direction given at general meetings and provided they do not conflict with Sectional Titles Act, and are reasonable.
- 1.2 The Trustees have adopted the following rules as House Rules in terms of the powers referred to in paragraph 1.1. above.

### 2. APPLICABILITY

- 2.1 These Rules shall apply to all owners, residents, tenants and all other persons anywhere on the premises of YALDARA at the invitation, direction or control and care of such owner and reference in these Rules to "owners" shall include such aforementioned persons and must be construed accordingly.
- 2.2 It shall be the duty of the owner of any section to ensure that all persons present on the premises of YALDARA at the invitation or direction or under the care and control of such owner shall comply with the rules.

### 3. BASIC CONSIDERATIONS

The right to enjoy the general external appearances of the buildings and grounds of the complex is the common right of all owners. Owners of sections should accordingly not do anything which could materially alter the general appearance without first referring the matter to the Trustees.

### 4. IMPROVEMENTS AND ALTERATIONS TO PROPERTY

- 4.1 Except as is provided hereunder, no improvements or alterations shall be made by any owner to the external portion of his/her section or exclusive use area or common property without prior consent of the Trustees.

#### 4.2 Air Conditioners

Permission shall be required from the Trustees to install any air conditioner and, in such event, they may make such conditions as they deem appropriate.

Applications for permission to install any air conditioner must include full details the proposed installations.

#### 4.3 Solarfilm

Solarfilm may be fitted to windows of sections with approval of the Trustees.

4.4 **Burglar Guards**

Burglar Guards and safety doors may not be fitted in such a manner that they protrude beyond the boundaries of the walls of any section.

4.5 **Internal Improvements**

Internal improvements which require the destruction of partial destruction of any internal wall or support column may not be carried out without prior permission of the Trustees, who may make such conditions as are considered appropriate in the particular circumstances.

4.6 **Compliance with Improvements Rules**

Failure to comply with any of the rules under this section will render the Owner liable to make good any damage caused, directly or indirectly, as a result of such work or to compensate the Body Corporate for any remedial work required to make good such damage caused.

**5. MAINTENANCE**

5.1 An owner of a section shall be responsible for maintenance of his/her section including all internal maintenance.

5.2 No owner shall neglect to repair within 7 days any window pane broken from whatsoever cause to any section which the member is entitled to occupy.

5.3 An owner who has fitted an air-conditioning unit shall be required to keep his unit in a state of good repair to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of a particular air-conditioning unit, the owner of such unit shall have it repaired to the satisfaction of the Trustees. The repairs shall be done at the expense of the owner who shall have no claim to compensation therefore whatsoever. In the absolute discretion of the Trustees, the Trustees shall have power to oblige the owner to enter into a maintenance contract with a reputable air-conditioning company. Failure on the part of the owner to enter into such a maintenance agreement will mean that the Trustees shall have power on behalf of such owner to enter such contract and to debit costs of the maintenance contract to the particular owner's levy account.

5.4 Gardens on the common property shall be under the control and responsibility of the Trustees who may delegate such function to a person or persons approved by them.

5.5 No owner shall neglect to make good any damage caused to any part of the common property by the owner, his family, tenant, invites, pets or guest or any other person over which the member has control.

**6. LEVIES**

6.1 The monthly levy as determined from time to time in respect of Sections shall be payable in advance on or before the first day of each month to the Body Corporate Account.

6.2 Any Owner's levy account shown as in arrears on the monthly statement for longer than 7 (seven) days after month end shall have a penalty of R100 and be handed over to the Body Corporate' Attorneys for collection and interest at 2% per month which shall be payable by the owner as reflected on the monthly statement of account.

6.3 Any amount due by an owner whether by way of a levy of for any other reason whatsoever shall be a debit due by him to the Body Corporate and an owner consents to the jurisdiction of the Magistrate's Court in connection with any action arising out of or in connection with rules and agrees that in the event of an attorney being instructed in connection with any matter against him that he shall bear all legal costs as between attorney and own client, including interest and collection commission.

Further the Owner shall be liable for any charges debited by the Accounts Manager/Body Corporate in respect of their attempts to collect the said overdue amount.

6.4 The obligation of an owner to pay levies shall cease upon the date of transfer of the section from such owner's name save for any arrear levies payable to date of such transfer.

## 7. PETS

7.1 An owner or occupier of a section shall not, without the prior consent in writing of the Trustees, keep any animal, reptile or bird in a section or on the common property.

7.2 When granting such approval, the Trustees may prescribe any reasonable condition.

7.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule 2.

7.4 In the event of approval being withdrawn in terms of sub rule 7.3 Trustees shall have the right to require any animal, reptile or bird to be removed from YALDARA.

7.5 Pet owners are responsible for any damage caused to other owners, tenants, residents' sections or common property by their pets.

## 8. VEHICLES

8.1 No owner shall park or stand any vehicle upon the common property, other than in the demarcated parking areas allocated to them.

8.2 The Trustees may cause to be removed, towed away or have its wheels locked, at the risk and expense of the owner of the vehicle for the following.

8.2.1 Any vehicle parked illegally in contravention of a no parking zone or in the incorrect parking bay;

8.2.2 Any vehicle parked, standing or abandoned on the common property without the Trustees' consent.

8.3 Any vehicle which has it's wheels locked as per 8.2 above shall be subject to a fine, as determined from time to time, (R200 at present) payable to the relevant Trustee.

**NO exceptions will be made.**

- 8.4 Caravans, boats and trailers may not be parked on any part of the common property other than on owners' own parking areas with the prior permission of the Trustees. Such property shall not protrude beyond the confines of the boundary of such parking bays.
- 8.5 Commercial vehicles over 2 tons may not be driven or parked in the parking bays or common property.
- 8.6 The use of parking areas for the storage of goods is prohibited.
- 8.7 The Body Corporate shall not be responsible for any loss or damage arising from any persons using the parking areas.
- 8.8 Owners of sections shall ensure that their vehicles do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 8.9 No owner shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section without the prior written consent of the Trustees.
- 8.10 Washing of motor cars may be carried out on the common property. However it must be noted that it is against these house rules and safety regulations to use fire hoses for any purpose other than that of fighting fires. Buckets or a garden hose must be used.
- 8.11 All vehicles shall be driven at no more than 10 km per hour on the common property and no unnecessary hooting is permitted. Drivers must observe traffic arrows and signs.
- 8.12 No more than two motor vehicles per unit will be allowed access to YALDARA at any one time.
- 8.13 Visitors are to park outside and owners / tenants will be held responsible should they park inside Yaldara Premises unless proper arrangements are made with the trustees/supervisor.

**9. OCCUPATION**

- 9.1 All sections shall be used as private residential dwellings only and no section shall be used for purpose of carrying out any business or profession, or for any purpose other than that for which it is intended, namely, a residential dwelling.
- 9.2 The maximum number of persons who may reside in or occupy a section which is described as a residential section on the sectional plan of the body corporate shall be according to the table below. A greater number shall only be allowed with the prior written approval of the Trustees who shall have the right on behalf of the Body Corporate to evict those persons occupying the section in excess of the table below.

TYPE OF SECTION	NUMBER OF PERSONS
Studio (Bachelor Flat)	2
2 Bedroom	4
3 Bedroom	6

9.3 No business, profession or trade may be conducted on the common property or from individual sections. This rule will not be construed to prohibit the use of studies for purposes of work provided they are not used habitually or usually for the purposes of consultation with customers or clients.

9.4 Moving in or out of the building may only take place as stipulated below, **NO exceptions will be made:-**

MONDAY – SATURDAY 8 am – 5 pm

SUNDAY 9 am – 4 pm

## 10. GENERAL BEHAVIOUR

10.1. Communal living such as exists at YALDARA demands co-operative courtesy amongst all occupants. Reasonable quiet should be maintained and during the following hours:-

Monday – Thursday 10 pm to 7 am the next morning

Friday – Saturday Midnight to 9 am the next morning

Sundays 2 pm to 4 pm & 10 pm to 7 am the next morning (No playing or using entertainment area during 2 pm to 4 pm on Sundays)

**Notwithstanding the above, any building works, alterations or maintenance may only be effected between the hours of 8 am to 5 pm weekdays and between 9 am and 4 pm on Saturdays and shall not in any circumstance be effected at any other time, including Sundays and Public Holidays.**

10.2 Children are not permitted to play in the refuse bin area, parking areas, stairwells or passages at any time.

10.3 The Body Corporate shall not be responsible for any loss or damage arising out of accidents occurring from children playing on the common property or anywhere else within the confines of YALDARA.

10.4 The parents of resident children will be required to repair or remedy forthwith, at their own expense, any damage to or defect in YALDARA property caused by or in consequence of any act or omission of their children or children's friends.

10.5 The Body Corporate does not accept any responsibility for any loss, damage or injury that may occur because of non compliance with these rules.

10.6 No owner shall cause or permit to be caused such conduct of whatsoever nature upon the premises whether inside or outside his section, which shall constitute or cause a nuisance, noise or disturbance to any other owners.

- 10.7 What constitutes nuisance, noise or a disturbance shall be at the sole discretion of the Trustees or anyone acting under their authority and any decision thereby made shall be final.

**11. PROHIBITED ACTIVITIES**

- 11.1 Owners shall not commit nor permit any act which would increase the hazard of fire or have the effect of increasing the insurance premium (eg. Storage of inflammable liquids, tampering or overloading of electrical circuits etc). The storage or use of a gas stove shall not be permitted without the prior written consent of the Trustees. Any damage arising to the common property out of the breach of this sub clause shall be paid for by the said owner
- 11.2 Owners shall take reasonable precautions to ensure that damage to other sections is not caused by water points in their sections. Stop cocks to section water connections should accordingly be closed if a section is to be left unattended for periods in excess of 7 days.
- 11.3 No Estate Agents signs or other business signs are permitted on the common property other than Estate Agents Showhouse signs which may be placed on or attached to the common property only on the day that the particular unit to which they refer is actually on show.
- 11.4 Clothing or laundry shall not be hung to dry or air in or out of windows nor may it overhang form a balcony. Clothes Horses of a non-permanent nature out of sight of passers-by are permitted. Clothing or laundry shall also not be aired on the grass banks of the common property or boundary walls.

**12. SUPERVISION**

- 12.1 The day to day supervision of the complex shall be entrusted to the Trustees who shall be responsible for proper control of the whole complex and who shall be permitted to exercise authority over owners to the extent that same is necessary to ensure compliance with the terms of these Rules.
- 12.2 The Trustees shall be empowered to require the eviction of any undesirable persons from the premises at all times and to prohibit such persons form entering the premises.
- 12.3 No owner shall require any employee of the Body Corporate to perform any work or service during official working hours other than those prescribed and determined by the Trustees from time to time.

**13. USAGE**

- 13.1 All perspective tenants must be interviewed by the Trustees before taking occupation. It is the obligation of the owner to arrange an interview with the Trustees at a time and date to be determined by the Trustees.
- 13.2 Owners letting their section must incorporate a clause in the Lease Agreement to the effect that the tenant will abide by the Rules and Regulations of the Body Corporate. Nothing shall however absolve the owner from his responsibilities and obligations to the Body Corporate embodied by these House Rules notwithstanding the fact that such owner does not reside or occupy his or her section at the time.

13.3 Owners letting their sections must ensure that these Rules form part of the Lease Agreement and must make known the fact to his tenant that any breach of the Rules could terminate the Lease.

13.4 Tenants will be required to sign an acknowledgment when signing the Lease Agreement, to the effect that they will abide by these Rules. Such acknowledgment shall be delivered to the Trustees within three days of the signature of the Lease Agreement.

13.5 Owners letting their sections shall notify the Trustees/Supervisor of their physical address. Should owners change the address they must notify the Trustees within seven days of such change. Such physical address shall be the domicilium citandi et executandi for all purposes of the owner. In the absence of such notification the section owned by the owner shall be the owner's domicilium citandi et executandi for all purposes.

#### **14. REFUSE DISPOSAL**

An owner of a section shall:-

14.1 Not handle refuse contrary to the regulations of City Council e.g. broken glass must be wrapped in a double layer of newspaper and no garden refuse for Corporation collections.

14.2 Not leave refuse on any portion of the common property or elsewhere whether in a container or not, except in the demarcated area.

14.3 No cigarette ends or any other refuse/litter may be thrown from the balconies or windows onto the common property below.

#### **15. 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 Agents, 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 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.

#### **16. REMOTE CONTROL UNITS**

16.1 It shall be solely within the discretion of the Trustees to allocate remote control units to persons in order for such persons to gain vehicular access to YALDARA. The person to whom such a unit is issued shall be responsible for same.

16.2 In the event of such unit being lost the person referred to in 16.1 above will pay on demand the cost of replacing same together with the cost of instructing Skycom to download and re-programme the computer system and any costs incurred by the Body Corporate. If the unit is lost it shall be immediately reported to the Trustees.



**17. BREACH**

- 17.1 On behalf of the Body Corporate the Trustees are entitled at their discretion to impose penalties on those persons who fail to comply with these House Rules and to take whatever legal steps are necessary to ensure compliance. Any appropriate legal action may be instituted in the Magistrate's Court notwithstanding the fact that the value of the dispute exceeds the jurisdiction of the Magistrate's Court but without prejudice to the rights of the Trustees to institute action in the Supreme Court. The Body Corporate will be entitled to recover their costs on the attorney and own client scale.
- 17.2 Without prejudice to the foregoing and without limiting the rights of the Body Corporate or the Trustees the procedure to be followed by the Trustees for the time being shall be as follows:
- 17.2.1 A written warning shall be addressed to the offender of the section, and a copy for information the owner (if applicable)
- 17.2.2 A monetary penalty will be imposed on the offender. Such monies will be retrieved by the trustees of Yaldara for the body corporate account and a receipt will be issued.
- 17.2.3 The Trustees will institute action in a Court of Law for the appropriate relief.
- 17.2.4 Should the Trustees deem it fit the procedure set out in 2.1 and 2.2 above shall be dispensed with.
- 17.2.5 The trustees shall be entitled to impose fines not exceeding R500 for any and each breach referred to in this rule. The table below shall serve as a guideline for the imposing of fines:

Offence	Fine
Technical breach without malice, premeditation or due consideration	R100
Non-compliance	R150
Blatant Disregard	R250

**18. GENERAL**

- 18.1 Owners are responsible for the behaviour of their domestic staff and must ensure that they adhere strictly to the House Rules.
- 18.2 Owners and tenants must ensure that they do not litter "Junk Mail" received and are requested to dispose of the said mail in the correct manner.
- 18.3 Any Owner wishing to complain about non compliance with these rules shall do so in writing to the Trustees. Such complaints shall be addressed to the Chairperson of the Body Corporate.

- 18.4 An Owner receiving a verbal or written complaint from a Trustee with respect to non compliance of the House Rules shall comply with the directions of the Trustee within the period specified by the Trustee. Without prejudice to the aforesaid any written complaints shall be complied with within a period of not more than seven days.
- 18.5 All post boxes to be kept locked.
- 18.6 All Owners, tenants and visitors should at all times consider the rights of other people in the block.
- 18.7 No children under the age of 12 allowed in lift unless accompanied by an adult.
- 18.8 No children under the age 12 allowed in the swimming pool area unless accompanied by an adult.
- 18.9 Children are not to run up and down passages, or use skateboards, scooters, bikes on the common property.
- 18.10 **No wood or charcoal braais allowed on balconies.**
- 18.11 Any person wishing to use the swimming pool area or the communal playground area/roof top braai area for parties or the like must obtain prior written permission from the Trustees. The person responsible for arranging such function must ensure that the area is left clean and tidy. Neither the Body Corporate nor the Trustees shall be liable for any loss, damage or injury sustained by any person whilst using the swimming pool or playground areas. The use of the swimming pool and playground shall be entirely at the user's own risk.
19. These House Rules shall apply with retrospective effect from date of commencement of the Body Corporate.

**UNDERTAKING**

To The Board of Trustees  
Yaldara Body Corporate  
36 Brownsdrift Road  
Umgeni Park  
4051

Dear Sirs,

In consideration of my being permitted to occupy Flat No \_\_\_\_\_ and Parking Bay No \_\_\_\_\_ at Yaldara, I hereby undertake to observe and conform with and be bound by:

- a) The requirements of the Conduct Rules.
- b) All regulations made pursuant to the Body Corporate's Management rules or the aforesaid House Rules as are now or may hereafter enforce.

I undertake that not more than \_\_\_\_\_ persons, including myself, will reside in the aforesaid Flat.

I agree that the Body Corporate shall be entitled to enforce against me, as though I were a member of the Body Corporate, all penalties for the breach or non-observance of the provisions of the aforesaid Conduct Rules or Regulations as may from time to time be prescribed in such House Rules or Regulations.

In the event of my committing or permitting the commission of any breach or the continuance of any breach of the said House Rules or Regulations after receipt of notice in writing from the Board of Trustees of the Body Corporate, calling upon me to remedy, rectify or refrain from committing, permitting the commission or continuance of any such breach, I hereby acknowledge and agree that the Body Corporate shall have the right to give me one calendar month's notice to vacate the said Flat and/or Parking Bay, and should I fail to do so, to have me evicted therefrom. For the purpose of any eviction proceedings instituted in terms of the foregoing, I hereby waive any right which I may then have to rely on any lease or other agreement, express or implied, permitting me to occupy the premises, as a defense of such eviction proceedings.

Yours faithfully

Date : \_\_\_\_\_

Signature: \_\_\_\_\_

Please furnish the following information:

Full Name (BLOCK LETTERS) : \_\_\_\_\_

Marital status: \_\_\_\_\_

Present Address: \_\_\_\_\_

*bell. no.*

*Regist. No.*