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ANNEXURE 9
CONDUCT RULES
BODY CORPORATE OF SANDRINGHAM
REGISTRATION NUMBER 47/1993

(Section 35 (2) of the Sectional Titles Act, 1986)

ANIMALS, REPTILES AND BIRDS

1. 1.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal (cat / dog), reptile or bird in a section or on the common property.
- 1.2 When granting such approval, the trustees may prescribe any reasonable condition
- 1.3 The trustees may withdraw such approval in the event of any breach of condition prescribed in term of sub-rule 1.2

REFUSE DISPOSAL

2. 2.1 No rubbish or refuse may be left on any portion of the common property or elsewhere, such as the outside of units.
- 2.2 A specific place has been designated for rubbish bins and rubbish must be placed inside the bins and the lid replaced by residents themselves.
- 2.3 Refuse is collected by the Municipality 3 times per week.

DEFINITIONS

All garbage bags will be securely wrapped prior to being placed inside the bins provided. Refuse is collected on twice daily, all refuse is to be placed in the bins ready for removal by no later than 06h30

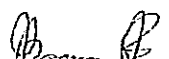
All garbage shall be placed in the Black bin on the floors. No litter of any description shall be strewn or left lying about on the common property..

VEHICLES

3. 3.1 No owner or occupier shall park or stand any 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 chairman.
- 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 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.
- 3.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property and exclusive use area or in a section.

DEFINITIONS

1. *Washing of cars is permitted in the under covered parking areas. The use of fire hoses to wash cars is forbidden.*



2. *No other vehicles or equipment such as boats, fishing brakes, caravans, etc. will be permitted to park either in the parking areas or on the common property, and owners will be obliged to make other arrangements for their housing.*
3. *Vehicles shall not be parked in the driveways in such a manner as to obstruct or endanger the normal flow of traffic.*
4. *No hooting, no repairs to vehicles or changing of oil of vehicles, shall be carried out on the common property. No oil shall be spilled on the parking bays.*
5. *The speed limit of 8km per hour through the garage area is to be adhered to by all vehicles at all times.*
6. *Light furniture removal vans will be permitted on the common property for the sole purpose of loading or offloading.*
7. *An owner/tenant is not allowed to utilise another unit's parking bay without prior permission.*
8. *Remote controls/access discs should not be left in motor vehicles for security reasons*

DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

4. 4.1 An owner 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 Notwithstanding sub-rule 4.1, an owner or person authorised by him, may install -
 - a. any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - b. 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.

DEFINITIONS

1. *Residents shall ensure that all electrical equipment is adequately shielded or suppressed to avoid deterioration in television or radio reception.*
2. *No structural additions such as air conditioners, awnings, fences etc., of a permanent or semi-permanent nature shall be erected or installed without the prior written approval of the Trustees.*
3. *Any additions must strictly comply with the standards laid down by the Trustees and local bylaws and no deviations will be permitted.*
4. *Any contractor brought in by residents to effect additions or alterations must remove all rubbish, litter, etc. from the common property to an authorised dumping site and to ensure that the area is clean.*
5. *Any contractor or any other private concern must be restricted to business hours only for any work to be carried out, unless written consent has been obtained from the Trustees to do otherwise.*
6. *Owners may carry out alterations once written approval is obtained from the trustees during the hours of:
08h00 to 16h00 Weekdays
Sundays and Public holidays – no work to be carried out*
7. *The roof area must not under any circumstances be used for storage.*

APPEARANCE FROM THE OUTSIDE

5. 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 floors which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

SIGNS AND NOTICES

6. 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 been obtained.

LITTERING

7. An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property and/or on the street any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

DEFINITIONS

1. *No furniture or other objects or litter shall be left standing or lying outside a unit on the common property.*

LAUNDRY

8. An owner or occupier of a section shall not, erect his own washing lines, nor hang any washing or laundry or any other item on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

DEFINITIONS

1. *No clothing or linen shall be hung or exposed to the outside of the premises,*
2. *No carpets or mats shall be beaten, dusted or shaken through windows or over balconies.*
3. *Washing must be spun-dried or wrung out before hanging to avoid broken wash lines.*
4. *There are no common property washlines.*
5. *Washing, towels, shoes may not hung by the windows*
6. *No mats, carpets or mops are not allowed to be left on the gate or on the corridor.*

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

9. Any 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.

DEFINITIONS

1. *In terms of the Bylaws, fire hoses and appliances shall NOT be used for ANY purpose other than for the*

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fighting of fires.

2. *No goods of whatsoever nature which may invalidate any fire insurance policy or which may increase any premium payable in respect of such policy, shall be kept stored or harboured on the premises.*

LETTING OF UNITS

10. 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.

DEFINITIONS

1. Any owner who wishes to let his unit must incorporate the conduct rules in the lease agreement to the effect that the tenant will abide by the Rules and Regulations of the Body Corporate. The tenant must be made fully aware of the Conduct Rules and the consequences of any breach thereof.
2. An owner letting his unit 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.
3. Tenants will be required to sign an acknowledgement when signing the lease agreement, to the effect that they are aware of the contents of the Rules and that they will abide by them.
4. No sub-letting of units by the Lessee to the Tenant or Tenants to Tenants is admissible without the expressed written permission of the owner.
5. A copy of the lease agreement together with full details of the lessee and occupants must be submitted to the chairman of the Body Corporate.

ERADICATION OF PESTS

11. 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, 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 costs of the inspection, eradication of 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.

ADDITIONAL CLAUSES

NOISE, DISORDERLY CONDUCT, BEHAVIOUR OF CHILDREN AND OCCUPANTS

12. (1) No residents shall cause or permit disorderly conduct of whatsoever nature in or upon the premises, or do, or permit any act, manner or thing, which shall constitute or cause a nuisance or inconvenience to other residents.
- (2) Children shall not play noisily so as to cause a disturbance to residents.
- (3) Ball games, use of roller blades, skateboards, soapbox carts, etc. are not permitted on the common property at any time.
- (4) Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or the property or plants of other occupiers.
- (5) No musical instruments, radios, television sets, record players or film projectors etc., shall be played or used so loudly as to constitute a nuisance or annoyance to other residents.

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- (6) Noise levels must be kept to a minimum at all times
- (7) Owners / occupiers shall not permit or allow any disorderly conduct upon the premises or do or permit anything which shall constitute or cause a nuisance or inconvenience to the Body Corporate or its servants or agents or to occupiers of the said property. This applies particularly to loud music and noisy parties after 22h00. No noisy work (drilling, banging etc) shall be permitted after 19h00.
- (8) Owners / occupiers with children are to see that they do not play in the lift or with lift buttons.

PRIVATE EMPLOYEES

- 13.
 - 1. Unauthorized persons are forbidden on the property.
 - 2. For security reasons occupants must supply particulars (copy of ID documents) and the days of work of domestic employees to the Supervisor.
 - 3. No owner or occupier shall house a domestic on the property or in a Section illegally or contrary to any law, by-law, the Sectional Titles Act, the Schedule 1 and 2 Rules or the Conduct Rules of the Body Corporate. Owners/occupants to supply particulars of domestics and days of work to the chairman prior to commencement of employment and to inform the Supervisor when service are terminated.
 - 4. Owners and occupiers are responsible for the behaviour of their domestic employees and must at all times ensure that they adhere to the Conduct Rules of the Body Corporate. In particular, the owner and occupiers shall ensure that their employees do not:
 - 4.1 Loiter on the common property
 - 4.2 Store liquor on the property or in a section
 - 4.3 Behave in a drunk or disorderly manner
 - 4.4 Allow the property or a section be overcrowded with visitors
 - 4.5 Contravene any law, by law or the Rules of the Body Corporate
 - 4.6 Owners and occupiers shall provide their servants with the necessary toilet requirements, i.e. toilet paper, soap etc. Newspaper must not be used in toilets. The staff toilets must be kept clean at all times.

CLAIMS

- 14. No claims for any injury or harm to persons or damage to property of whatsoever nature whilst at the complex of SANDRINGHAM will be accepted. Entering of SANDRINGHAM and use of common property is at own risk.

COMPLAINTS

- 15. No complaints or reports of infringements of the Conduct Rules will be considered unless in writing, duly signed by the complainant, on receipt of which appropriate action will be taken by the Body Corporate or its managing agents, if necessary.

SECURITY

- 16.
 - 16.1 The front entrance gate is to be locked at all times
 - 16.2 Unless you know the visitor no access is to be granted
 - 16.3 Discs are to be handed in to and collected from the Supervisor of the Body Corporate on each occasion that there is a change of ownership or to a lease agreement / Tenant. The Supervisor will check the discs before advising the Managing Agents to reimburse the amount paid when they were issued.
 - 16.4 A remote control can be purchased for each bay allocated to an occupant.

Barnes

- 16.5 The maximum number of discs permitted is three per unit.

SECURITY GATE

18. 1. Vehicles entering the complex will have right of way.
2. Drivers must ensure the gate closes behind them and no unauthorised entries occur

RITUAL SLAUGHTERING

19. Slaughtering of animals for cultural, religious or other purposes
1. Slaughtering of animals for religious and cultural purposes only shall be permitted within the confines of a section (and not under any circumstances on common property) subject to the following conditions:
- At least two weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the Trustees, specifying:
 - the date and time of the proposed slaughter;
 - the type of animal to be slaughtered;
 - the name and qualifications of the person who will be carrying out the slaughter;
 - confirmation that the animal will be brought on to the premises immediately prior to the ritual slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the act of ritual slaughter;
 - A notice from the local authority shall accompany the above notice confirming that all by-laws with regard to the ritual slaughter have been/will be complied with;
 - A notice from the health department shall accompany the above notice confirming that health department specifications with regard to the ritual slaughter have been complied with/will be complied with;
 - A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;
 - Notice shall also be given to all adjacent units of the date and time of the proposed slaughter;

Failure to comply with the above requirements shall entitle the Trustees of the Body Corporate to prevent the act of ritual slaughter from taking place on the premises or debiting the unit owner concerned with any costs incurred.

PARTIES

20. No parties of any sort are permitted on the common property of Sandringham.

VISITORS

- 22.
- 22.1 The occupiers of a section are liable for the conduct of their visitors and they must ensure that all rules in terms of the Act, are adhered to.
 - 22.2 Only two visitors per day will be granted entrance into the building and no exception will be made. All visitors entering the building must sign the security book held at the entrance, prior to entering the building.
 - 22.3 Should a visitor be staying over night, the necessary arrangement must be made with the Supervisor and the overnight visitors' levy, (an amount determined by the Trustees, occupants will be advised accordingly) will be applicable for payment.
 - 22.4 A spot fine of R 100.00 will be levied on vehicles that are illegally parked prior to having the wheel clamp removed. The penalty fine referred to in clause 23 will also apply in addition to the spot fine.

PENALTY FINE

23. An amount determined by the Trustees will be levied against those owners and residents who disregard any of the rules of the Body Corporate.

MAXIMUM NUMBER OF PERSON PER FLAT

24. Maximum number of people permitted to occupy any unit without prior written permission of the Trustees shall be as follows :-

1 bedroom (bachelor) unit	2 people (plus 1 child)
2 bedroom unit	4 people
3 bedroom unit	6 people

The decision as to whether to grant such permission shall be at the sole discretion of the trustees who may withdraw such permission at any time. The trustees shall not be obliged to give any reason for their decision. The trustees' decision will be final as to whether a unit is to be designated two bedroomed or three bedroomed.

LIFTS

25. For safety precaution no more than 4 (four) persons are to use the lift at any one time. The Body Corporate will not be held responsible for any injury or otherwise should the warning not be heeded.

GENERAL

26. No nappies, clothes, newspaper, cloths, mops heads are allowed to be flushed down the toilet
27. **Dress Code**
Occupant must wear suitable clothing at all time, occupants may not promenade around the building in night wear or a towel wrapped around the body.
28. Shopping trolleys may not be brought onto the premises; trolleys are to be left outside.
29. Under no circumstances may a minor be left unaccompanied without supervision. If the Supervisor witnesses such behaviour, the Child Welfare will be called.
30. May not walk into the building with wet clothes, sand on feet and go out laundry dripping on floors, the laundry must be placed in a basket.

SANDRINGHAM BODY CORPORATE

EXTRACT FROM ANNEXURE 8 OF SECTIONAL TITLES ACT – MANAGEMENT RULES

DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS

Statutory and general

68. (1) In addition to his obligations in terms of section 44 of the Act, an owner –
- (a) shall not use his section, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building;
 - (ii) shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or any other exclusive use area;
 - (iii) shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area;
 - (iv) shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building;
 - (v) shall, when the purpose for which an exclusive use area is intended to be used, is shown expressly or by implication on or by a registered sectional plan, not used, nor permit such exclusive use area to be used, for any other purpose: Provided that with the written consent of all owners such exclusive use area may be used for another purpose;
 - (vi) shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the trustees, which shall not be unreasonably withheld;
 - (vii) shall maintain the hot water installation which serves his section, or, where such installation serves more than one section, the owners concerned shall maintain such installation pro-rata, notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the body corporate.
- (2) An owner who exercises his rights in terms of section 60 (3) of the Act shall bear all costs to give effect thereto.

Binding nature

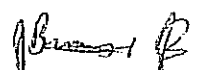
69. The provisions of these rules and of the conduct rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.

Owner's failure to maintain

70. If an owner -
- (a) fails to repair or maintain his section in a state of good repair as required by section 44 (1) (c) of the Act; or
 - (b) fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment.

And any such failure persists for a period of thirty days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

71. (1) Any dispute between the body corporate and an owner or between owners arising out of or in connection with or related to the Act, these rules or the conduct rules, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these rules.



- (2) If such dispute arises, the aggrieved party shall notify the other interested party or parties in writing and copies of such notification shall be served on the trustees and managing agents, if any. Should the dispute or complaint not be resolved within 14 days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.
- (3) Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- (4) If the parties cannot agree as to the arbitrator to be appointed in terms of subrule (3) within three days after the arbitrator has been demanded, the registrar of deeds for the deeds registry in which the scheme is registered or his or her nominee shall upon written application and subject to payment of the prescribed fee, in writing appoint an arbitrator within 7 days after he or she has been required to make the appointment so that the arbitration can be held and concluded without delay.
- (5) Arbitration shall be held informally or otherwise as the arbitrator may determine. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. Where possible the arbitration shall be concluded within 21 days after the matter has been referred to for arbitration in terms of subrule (2) or security for costs has been furnished.
- (6) The arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration and shall in making his or her award, have regard to the principles laid down in terms of these rules. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine and as he or she in his or her discretion, may deem appropriate having regard to the outcome of the arbitration.
- (7) The decision of the arbitrator shall be final and binding and may be made an order of the High Court upon application of any party to be affected by the arbitration.

