

EDGECOMBE PARK BODY CORPORATE CONDUCT RULES

SCHEME 96/2006

1. PRELIMINARY

- 1.1. The Sectional Titles Schemes Management Act, No. 8 of 2011 and the Regulations published under the Act lay down the duties of owners and detail Management Rules, (which regulates the management of the Body Corporate and list further duties of owners and occupiers) and Conduct Rules for the use and enjoyment of the sections and common property.
- 1.2. **EDGECOMBE PARK BODY CORPORATE** is automatically governed by these rules.
- 1.3. This document therefore sets out, what the Trustees consider to be a fair set of Rules for the good management of the complex and may be amended from time to time by the Trustees and by a Special Resolution of Owners, as the need arises.
- 1.4. The purpose of these rules, as set out and approved by way of a Special Resolution, is to provide a safe, healthy and harmonious environment for all residents
- 1.5. The decision of the Trustees in regard to the interpretation of these House Rules shall be final and binding on all owners and occupiers.

2. USER

- 2.1. An owner shall only use or permit his Section to be used for residential purposes. There shall be no holiday letting or letting for business purposes.
- 2.2. An owner shall not store nor do or permit to be done in his section or exclusive use area or on the common property anything which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- 2.3. Prospective owners and occupants must note that there is a weight restriction of 7000kg on the roads. Furniture removal vans in excess of this will not be permitted to enter the property.
- 2.4. The maximum number of persons who may reside in or occupy, on the Sectional Plan of the Body Corporate, shall be two (2) persons per bedroom. The units shall be used and occupied by not more than 2 (two) persons per bedroom. Overcrowding shall not be tolerated.
- 2.5. No owner shall dispose of an undivided share in his unit in any fashion whatsoever, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that unit for a recurrent period of time and no other form of "time sharing" whatsoever in respect of any unit in the scheme shall be permitted, either directly or indirectly, whether such time-sharing be on the basis of a sale (or any other form of disposal) of an individual share in the unit or by way of sale (or any other form of disposal) of share blocks under the Share Blocks Control Act or by the promotion of a "club" with occupation rights to the club members of the relevant unit periodically for interrupted periods during any one year or otherwise, neither shall any form of limited occupation rights be allowed the whole purpose of this rule being to disallow any form of "time-sharing", whether such form of "time-sharing" be in the format mentioned in this rule or not, save that time-sharing shall include occupation rights which stem from a short term lease dealing with one fixed period or the common law rights of limited occupation known by the legal expressions "Uses "habitation" or "usufruct", or fiduciary or fideicommissary rights.

3. VISITORS

- 3.1. 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, or these House Rules, are adhered to. They will be liable to make good any expenses incurred as a result of damage to common property or the property of other owners.
- 3.2. Visitors are not allowed to park on the common property except in areas demarcated for that purpose. Residents to be aware that parking is very limited and plan accordingly. Use of visitor's parking bays, for a period in excess of 24 hours is not permitted. A visitor should not, without permission, park for cumulatively more than 24hrs in 2(two) days or 36 hours within 5 days . Temporary arrangements may be made by way of written permission request by an applicant made to the trustees.

The term 'visitor' is defined as: a person who visits periodically for a temporary period of time. Should a period of more than 24 hours be required permission must be sought and granted from Trustees via the managing Agent.

4. CONTRACTORS

Contractors are permitted to work within a unit/ section during the following times only:
Monday to Friday: 08h00 to 16.30
Saturday: 08h00 to 14h00
Sunday: Strictly prohibited

Contractors will not be allowed access to the complex outside of the prescribed times.

The above restrictions are for routine maintenance. Should an emergency prevail, i.e. geyser burst, Trustees may grant permission.

5. PETS

- 5.1. PETS are strictly prohibited from the complex
- 5.2. An owner or occupier of a section shall not, without the consent in writing of the trustees, keep any animal, reptile or bird in a section or on the common property.
- 5.3. When granting such approval, the trustees may prescribe a reasonable condition of such keeping of a pet.
- 5.4. The trustees may withdraw such approval in the event of any breach of a condition prescribed in terms of sub-rule (5.2).

6. AIR-CONDITIONING UNITS, BURGLAR GUARDS, SATELITE DISHES AND TELEVISION AERIALS

- 6.1. No air conditioning units, burglar guards, television aerials or satellite dishes shall be installed in or outside the section without the *written* approval of Body Corporate Trustees.
- 6.2. An owner shall be required to keep his permitted air conditioning unit in a state of good repair and to the satisfaction of the Trustees.
- 6.3. Burglar guards and security doors will only be permitted on approval to a pattern and design already approved.
- 6.4. Any installations taking place following the registration of the Conduct Rules as set and approved, may only take place with direct approval and instruction from the trustees.

7. LEVY PAYMENTS

- 7.1. Levy payments become due and payable in advance on the first day of each month. No owner shall be entitled for any reason to withhold monies due by him /her to the body corporate.
- 7.2. Levies which are still outstanding will be handed over to an Attorney and/ or debt collectors for collection and a legal process will be followed.
- 7.3. All administration and legal and Interest costs will be charged to the owner on outstanding Levies.

8. SECURITY

- 8.1. No owner or occupier shall permit unauthorized entry through the secured front gates. It shall be the duty of any person authorizing such access to ensure that persons vacate the premises on termination of their business.
- 8.2. No hawkers or canvassers shall be allowed door to door access unless so authorized in writing by the trustees.
- 8.3. All visitors will have to sign in with the security guards at the entrance. All owners and occupiers will be issued with an ACCESS CARD to allow for quick access. If any person does not possess an ACCESS CARD, that person will be asked to sign in at the entrance. No exceptions shall be made.
- 8.4. Delivery services must sign in and will be accompanied to the units.

9. OWNER'S DEFAULT

- 9.1. The body corporate shall be entitled to take such actions as may be available to it in terms of the rules, the Act or the law.
- 9.2. If despite written demand by the body corporate, a member refuses or fails to —
 - (a) carry out work in respect of that member's section ordered by a competent authority as required by section 13(1)(b) of the Act; or
 - (b) repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act;and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, the body corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice need be given to the member concerned.
- 9.3. For the purpose of this rule, the trustees and/or managing agent and/or workmen shall be entitled to enter a section and exclusive use area and the grounds pertaining thereto.

10. NUISANCE

- 10.1. All owners and occupiers of sections shall ensure that their respective activities in, and uses of, the common property and of the section or any part thereof, with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers of the complex and in accordance with these rules and the management and conduct rules of the Sectional Titles Schemes Management Act, 2011.
- 10.2. An occupant shall not cause or permit any disorderly conduct of whatever nature in the section or upon any part of the common property nor do or permit any act, matter of thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the complex or member of the Body Corporate. Playing of games on the common property is prohibited.
- 10.3. An occupant shall not keep nor do anything on the common property after notice in writing from the trustees have been received requesting him to remove such article or refrain from continuing such activity.
- 10.4. An occupant shall not store or lease or allow being stored or leaving any article or thing in any part of the common property except with the written consent of the trustees first having been obtained.
- 10.5. The consumption of alcoholic beverages is strictly prohibited on common property.
- 10.6. Any person found driving within the complex whilst intoxicated will have a monetary penalty of R1500.00 imposed.
- 10.7. Any domestic dispute that interferes/ disturbs any other persons will have a monetary penalty of R1500.00 imposed.
- 10.8. Any person found intoxicated on common property will have a monetary penalty of R1500.00 imposed.

11. LOSS OR DAMAGE

- 11.1. The body corporate shall not be responsible for any loss or damages suffered by any owner caused by a servant or agent or the body corporate from any cause whatsoever or by death or injury to owner/tenant's visitors, and it shall be the responsibility of any owner to effect his own insurances in respect of the contents contained in his section, or in any part of the common property.
- 11.2. Children playing on Common Property must be supervised at all times. The responsibility for the supervision is those of the parents.
- 11.3. Playing with leather soccer balls is not permitted.
- 11.4. Playing with hard cricket balls is not permitted
- 11.5. Aggressive ball games are not permitted
- 11.6. Loitering in the passages and stairwells is NOT permitted.
- 11.7. Any ball games found to interfere with the right of residents to enjoy peace and quiet will be stopped.
The ball will be confiscated
- 11.8. Any ball games found to interfere with the gardens and jungle gym/s will result in the ball being confiscated

12. USAGE

- 12.1. Any owner who wishes to let his unit 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. It is the owner's responsibility to inform his tenant of the rule of the scheme.
- 12.2. 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 Rules could terminate the lease. It is the owner's responsibility to inform his tenant.
- 12.3. All units shall be used for residential purposes only and for no other purposes whatsoever. There shall be no holiday letting on a commercial basis and leases shall be for a minimum of six months.
- 12.4. A formal induction will be arranged for all new tenants, at the convenience of the trustee (s) No tenant may move into the complex until such time as they have attended such. The prospective tenant shall be requested to sign a copy/ acknowledgement of the Conduct Rules. An owner and/or their letting agent/representative shall be required to arrange such a meeting and attend.
- 12.5. No businesses may run from the without the prior written permission of the trustees. The owner / tenant shall not contravene, or permit the contravention, of any law, by-law, ordinance proclamation or statutory regulation relating to the running of a business within the unit.
- 12.6. Owners and tenants shall not:
 - (a) use their unit or permit it to be used in such a manner or for such a purpose as shall be injurious to the reputation of the complex.
 - (b) make alterations to their section which are likely to impair the stability of the unit or the amenity of the sections or common property.
 - (c) do anything to the section which is likely to prejudice the harmonious appearance of the unit.
- 12.7. The Jungle Gyms situated on the Common Property are for the use and enjoyment of children under the age of 12 years, who shall be supervised by an adult. These juggle gyms shall be used strictly between 8H00am to 18H00pm in winter months , and between 8H00am to 19H00pm in summer months.

13. MOTOR VEHICLES

- 13.1. No owner or occupier shall park any vehicle upon the common property, or permit or allow any vehicle to be parked upon the common property so as to restrict the free flow of two-way traffic or hinder the movement of the vehicles into or out of parking bays
- 13.2. The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, and standing or abandoned on the common property in breach of 12.1 above.
- 13.3. Save for the purpose of gaining access to own residence, motor cycles, caravans and trailers, may not be driven, ridden or left on any portion of the common property or in any portion of the section where they are visible to the public, and no living or sleeping is allowed in any caravan or their vehicles on any of the common property. Any temporary relaxation of this rule must be with the approval of the trustees after receiving a written request from the occupier concerned.
- 13.4. The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, standing or abandoned on the common property without the trustees consent.

- 13.5. No vehicles in a state of disrepair may be parked within the complex for the period in excess of 1 x week. A vehicle in disrepair includes those with flat tyres and unable to start.
- 13.6. Vehicles may not travel at speed in excess of 10 K.P.H. on any portion of the common property. Persons found to be driving in excess of the prescribed speed limit will be subject to monetary penalties.
- 13.7. Derelict vehicles may not be parked on the common property at all. Excessive oil dropped onto common property driveways must be removed by the owner/tenant. If a visitor car drops oil the person being visited is responsible to have the oil removed. No owner or occupier 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.

14. ACTIVITIES ON COMMON PROPERTY AND SECTIONS

- 14.1. No plants may be planted or removed by occupiers on the common property. All gardening shall be controlled by the trustees unless specifically otherwise agreed by them. If your child or visitor is found destroying a plant, you will be liable for the cost of replacement. No exceptions shall be made.
- 14.2. Any hobbies or other activities which cause undue noise are not permissible under any circumstances.
- 14.3. Roller-skating/roller blades, skateboards, cycling or any sporting activities etc is **not** permitted on the Common parking area. The Body Corporate and trustees in no way hold themselves responsible for any injury or damage that might be sustained as a result of these activities.

15. EMPLOYEES

- 15.1. Owners and occupiers are responsible for the behaviour of their domestic employees and must at all times ensure that they adhere strictly to the rules of the body corporate.
- 15.2. Domestic workers may not leave the premises with parcels/bags on their person without a written note from the owner of the unit granting permission to remove such particular item/s from the property. Should the domestic worker enter the complex with such items they are to be declared upon entry.
- 15.3. The owners and occupiers of units MUST register their domestic employees with security and provide security with working hours.

16. LITTERING

- 16.1. An owner or occupier of a section shall not deposit, throw, 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. Persons found littering will be subject to monetary penalties.
- 16.2. A monetary penalty of R250 per incident will be levied for littering.
- 16.3. No smoking is permitted on the stairways or walkway corridors which are common property.

17. LAUNDRY

- 17.1. Washing may only be hung out to dry in the demarcated drying areas. 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 Repeat offences will result in monetary penalties being imposed.

17.2. Any items of laundry not hung in the correct manner on the washing lines provided will be removed from the washing line area and disposed of without warning. Washing lines may not be reserved for any particular unit or units.

18. NOISE

18.1. Residents and their guests must keep noise levels down between 21h00 and 10h00. Repeat offences will result in monetary penalties being imposed.

18.2. A monetary fine of R500 per incident will levied for excessive noise which causes disturbance to other residents.

18.3. Motor hooters may not be used within the complex unless for averting accidents.

18.4. Radios, musical instruments, records and video players and television receivers must be used in such a manner as not to be heard in adjoining sections or on the common property. If you are not keeping to this, you will receive 1 warning from the security to tone down the noise levels. If the noise continues, you will be fined. No exceptions will be made. Repeated offences by the same owner or occupier will result in an increment on the next fine. After the 3rd fine issued to the same person an eviction process will be adopted.

18.5. Owners of motor vehicles with exhaust systems which are considered to be excessively noisy by the trustees will be asked to rectify same. Failure to do so may result in entry to the complex being denied.

18.6. An owner shall be required to keep his air conditioning 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.

18.7. Under no circumstances is the lighting of fireworks permitted in the complex.

18.8. The privacy of neighbours should be respected at all times

19. REFUSE REMOVAL

19.1. Rubbish bins should not be visible from the common property.

19.2. Household refuse may not be handled contrary to regulations of the Town Council e.g. broken glass must be wrapped in a double layer of a newspaper or in the case of tins or other containers completely drained

19.3. Household refuse must be secured in a suitable bag and deposited in the bins, with the bin lids secured, in the Refuse Area and not left on the floor. The Bin Area should be kept neat and tidy at all times after disposal

19.4. Only household refuse may be disposed of in the refuse areas. No electrical appliances, curtain rails or any other items of a similar nature may be left in the bin rooms.

19.5. Any persons found to dispose of their refuse and/ or deposit items contrary to the Conduct Rules will be fined an amount not less that R500.00 without warning.

19.6. All furniture packaging is to be removed by the person making the delivery

19.7. No refuse may be left open on any portion of the common property or elsewhere where it will visible to occupants whether in a container. This includes, but not limited, to corridors and staircases etc. A breach of this sub-rule will attract a monetary fine of R500 without a warning.

19.8. An owner or occupier of a section shall maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the trustee in writing;

20. CHILDREN

20.1. 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 of other occupiers.

20.2. In particular children may not interfere with the plants, decorations, name plates, exterior lights etc. No climbing of stone walls, trees and fences or disturbing of banks is permitted.

20.3. Children are **NOT** allowed to play in the parking area. Any damages and costs incurred will be the responsibility of the parent.

21. PARKING BAYS

21.1. Owner or occupiers are to ensure that they make use of your allocated bay/s only.

21.2. If an arrangement is made with another resident's bay, a letter of approval must be obtained and forwarded to the Trustees of the Body Corporate and to security guard house.

21.3. If your vehicle is found in a parking bay which is not allocated to your unit, and without proper approval, it will be clamped. The release fee is R500. No exceptions will be made

21.4. The visitors' bays are for visitors only as per rule 3 above. Owners and occupiers must refrain from using the visitors parking. No exceptions will be made and monetary penalties shall be applied.

21.5. Parking bays numbers shall correspond with unit numbers.

21.6. Parking bays shall be allocated in accordance with the tile deeds of the units.

22. ERADICATION OF PESTS

22.1. An owner shall keep his section and exclusive use area free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the trustees, managing agent and their duly authorized agents or employees, to enter upon the same from time to time for the purpose of inspecting the same and taking such action as may be reasonably necessary to eradicate any such pests.

22.2. The costs of inspection, eradicating any such pests as may be found within the section or exclusive use area, and replacement of any woodwork or other material forming part thereof which may be damaged by any such pests shall be borne by the owner of the section concerned.

23. HAZARDS

23.1. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier of a section 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

24. **SIGNS AND NOTICES**

24.1. 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 or of a section so as to be visible from outside the section, without written consent of the trustees first having been obtained.

24.2. Estate agents boards are not permitted on any section/ unit or its entrance except on an official show day.

25. **APPEARANCE FROM OUTSIDE**

25.1. The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the property, which in the sole discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section or exclusive use area. Repeat offences will result in monetary penalties being imposed.

25.2. All curtains must be properly hung from rails and rods. Window dressings, curtains and blinds must fit the area of the respective window.

26. **ALTERATIONS AND RE-DECORATION**

26.1. An owner may make alterations to the interior of his section, but no structural alterations or alteration to the water, electric wiring, conduits or plumbing may be effected without the prior written consent of the trustees and then subject to such conditions as the trustees may impose.

26.2. An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter the common property without first obtaining the written consent of the trustees.

26.3. An owner or person authorized by him may install any locking device, safety gate, burglar bars or other safety device for the protection of his section, 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, and provided also that a set of keys of any device shall be lodged with the trustees to enable ingress to be obtained in an emergency situation.

27. **FINES/ MONETARY PENALTIES**

The following system will be adopted in relation to imposing of monetary penalties:

- A hearing may be scheduled, at the convenience of the trustees and/ or building manager, to determine what course of action/penalty shall apply.
- Further repeats of the same nature will result in monetary penalties be raised in increments of R500.00 per repeat offence.

28. **DEFAULT ON REPEAT FINES**

In the event of repeated defaulting by a leased tenant residing at a Unit, application will be made for eviction and the cost will be borne by the registered owner.