

## SCHEDULE

Initialed by two trustees for  
identification purposes

---

---

**N.B.** Trustees to initial each  
page of the Conduct Rules

# BODY CORPORATE OF NORDBURY COURT

No. SS 106/1985

## CONDUCT RULES

SUBSTITUTED IN TERMS OF

Section 10 (2) (b) of the Sectional Titles Schemes Management Act, 2011  
(hereafter STSM Act)

### 1. DEFINITIONS:

- a) In these regulations the term “member” shall include a member of the Body Corporate, a resident or occupant of any portion of property.
- b) Words importing the singular number only shall include the plural and the converse shall also apply.
- c) Words importing the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- d) “Act” means the Sectional Titles Act No. 95 of 1986 and where applicable the Sectional Title Schemes Management Act 2011, as amended from time to time and any regulations made and in force thereunder.
- e) The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.
- f) These Conduct Rules shall bind all owners as well as any tenants, guests, domestic servants or workmen on the property at the invitation of any owner or Trustee.

### 2. CONTROL:

Control and administration of the building, servant’s quarters, grounds and the common property generally together with all matters relating thereto, shall be vested solely in the board of Trustees.

### **3. USE OF COMMON PROPERTY:**

- a) All members shall ensure that their respective activities on, and the uses of the common property or any part thereof with all its services, facilities, and amenities shall at all times be conducted and carried out with reasonable and diligent care, and with due and proper consideration for the members of the Body Corporate, and for any occupant of any portion of the property, and in accordance with these regulations. These regulations shall likewise apply to guests and servants of members while they are on the property. This includes courtesy in the parking areas especially when entering or leaving your designated garage. Occupants are requested to close garage doors when they leave or when they return in an effort to ensure safety.
- b) Security discs are to be obtained from the Supervisor at a given price. This applies to remote access control to parking areas as well. The responsibility is on the occupant to keep all discs and remotes in good order. These items will only be replaced on payment to the Supervisor.
- c) No occupant shall give access to unknown strangers at the pedestrian gate. No staff member employed by an occupant shall be furnished with a security disc.
- d) No member shall cause or permit such conduct either in his own flat or elsewhere upon the premises as shall cause a nuisance or disturbance which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other member. The use of Radio, recording equipment, Television, Hi-Fi sets and the playing of musical instruments to the extent that others are disturbed is prohibited. The decisions of the trustees are binding.
- e) No owner shall participate in any disorderly conduct or conduct himself in such a way or allow any person for whom he is responsible, to create a nuisance or disturbance. The decision of the Trustees shall be binding as to what constitutes a nuisance or disturbance.
- f) The following forms of behaviour shall constitute a breach of the Conduct Rules:
  - i) Drunken and disorderly behaviour;
  - ii) The use of obscene language and/or gestures towards any registered owner or any other person on the property;
  - iii) Verbal and/or written threat or any form of physical violence towards any other registered owner/person on the property;
  - iv) The use of any form of physical violence against any registered owner/occupant and his/her property or any other person on the property.
- g) No member shall cause or permit the hitting, striking, of balls or other objects against any of the walls, ceilings or floors of a flat or any other public portion of the buildings. No games, bicycle riding or recreational activities of any nature is permitted in corridors, the lift, or any part of the common property.
- h) All owners of sections shall ensure that their respective activities in and use of the common property and of the unit 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 or residents of the building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act.

- i) No owner or occupier shall in any way obstruct or cause or allow any obstruction on the common property, in particular within the corridors (especially pot plants), lobbies, entrances, exists, pathways or stairways.

**4. NO MEMBER SHALL, SAVE THE PRIOR WRITTEN CONSENT OF THE BOARD OF TRUSTEES FIRST HAVING BEEN OBTAINED:**

- a) Erect any blinds, awnings or burglar guards and in giving consent erection of blinds, awnings, or burglar guards the board of Trustees shall impose such conditions as they deem necessary in regard to the type and colour of any blind, awning or burglar guards to be erected with their permission.
- b) Expose from or otherwise make visible from any flat or elsewhere any washing or articles being aired or cleaned or exposed garbage or garbage bins in a manner which is deemed unsightly. Carpets and mats shall not be shaken, dusted, beaten or hung over balconies, walls or through flat windows.
- c) Deny the Body Corporate or its servants or any nominee's access to any flat, garage or servants' rooms or any part of the property which the member is entitled to for the purpose of inspection. The Trustees shall, expecting in an emergency, give written notice of their intention to carry out such an inspection.
- d) Neglect to make good any damage caused to any part of the property by the member, his family, tenant, invitee, guest or any other person over which the member has control.
- e) Unless an insurable event, neglect to repair within seven (7) days is attended to without a valid reason, any windowpane broken from any cause whatsoever in any premises which the member is entitled to occupy.
- f) Allow any part of the premises over which the member has control to become accumulated with rubbish, dirt, insanitary, untidy, and a danger to health.
- g) Keep in the premises any material of a dangerous, inflammable or explosive nature, the keeping of which contravenes any statute or local regulations or bylaws or voids or renders void any insurance affected by the Body corporate, or which would result in an increase in the rate of premiums in respect of such insurance.
- h) Permit any of his possessions or the possessions of any of his household, visitors, invitees, or any refuse or rubbish for the disposal of which he is responsible to remain in any entrance, passage, corridor, stairway or any other part of the premises to which members have access.
- i) No bird, animal, reptile or pet shall be kept in a section or anywhere else on the premises. No exceptions but only for those who need guide hearing dogs.
- j) Owners employing property Estate Agents to sell their flats are required to instruct their agents that, before any boards are placed on or near the property, they are to apply for permission to the Trustees. Boards are to remain for a maximum period of 3 weeks and the Trustees, at their discretion, may stipulate a maximum number of boards which may be visible at any one time. Failure to comply with the above will result in the board/s being removed.

**5. HAZARDS:**

- a) FIRE. Members may not store inflammable liquids or any other hazardous material on the premises or commit or permit any act which would increase the hazard of fire

- or have the effect of increasing the rates of insurance paid by the Body Corporate. "Primus" or other similar cooking stoves may not be used in any part of the premises.
- b) WATER. All water leaks within a flat must be reported to the Trustees as soon as possible. Members will be held responsible for any damaged to penetration of water through the floor or walls of his flat, either if negligence is established or, alternatively, if the member fails to observe the provisions of this regulation.
  - c) Any overflowing toilet or geyser shall be attended to forthwith but in any event within 24 hours of notice of the occurrence being given to the owner by the Trustees, failing which the Trustees shall be entitled to take appropriate steps to have same repaired at the cost of the owner. The costs of repair incurred by the Trustees shall be recovered from the owner and shall be debited to the owners' levy account.
  - d) Should a leak be discovered, or whenever any plumbing repair or upgrade is undertaken, the owner shall be obliged to replace any piping with copper or brass or such other material as approved of by the Trustees. Under no circumstances may galvanised iron or polycop piping be used to effect a repair.
  - e) At no time will the Body Corporate be liable for making any payment to any workman or company which does work at the request of any occupant. The cost of replacing geysers and the labour involved are the responsibility of the owner of the unit ONLY. The Body Corporate will not make payment to any workman on your behalf.
  - f) Save for his exclusive use area, an owner or occupier shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the trustees.
  - g) No gas appliance shall be installed without the prior written consent of the trustees which shall not be unreasonably withheld if the proposed installation and subsequent installation complies with the Occupational Health and Safety legislation.
  - h) The lighting of a fire in a section or in an exclusive use area shall not be permitted.

## **6. INSURANCE:**

- a) The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times, be the sole responsibility of the owner in question.
- b) An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- c) An owner shall not store or harbour upon the common property or any part thereof or in his section any hazardous substance thereby voiding or otherwise limiting the applicable insurance cover.
- d) If any claim is lodged against the Body Corporate Insurers as per the Schedule of Cover, where there is damage caused to the common property, and if this gives rise to payment by the Body Corporate of any excess or an initial amount or co-payment, the Trustees shall be entitled to recover such amount directly from any owner whose negligence gave rise to the claim being lodged.

## **7. ALTERATIONS AND IMPROVEMENTS:**

- a) Before any alterations or repainting is undertaken in any unit, the Trustees must be given full information on what is to be done. Consent shall not be unreasonably withheld provided that:
- b) Improvements to common property are subject to the Sectional Titles Act and the Management Rules. Subject to the foregoing, an owner or occupier shall not mark, paint, drive nails or screws or like into, or otherwise damaged, or alter or add any structure, fixture or fittings to any part of the common property without first obtaining the written consent of the trustees. An owner shall be liable to compensate the body corporate for any damages caused to the common property by that owner, his lessee, occupant, employee, guests and any member of his family.
- c) Where a member is entitled to carry out any alterations or improvements to his flat, no work shall commence until a refundable cash deposit of R2000, which may be so inflated by the trustees as required, has been paid to the Supervisor. No work which causes undue noise may be carried out, except between the hours of 7am and 5pm on weekdays or between 7:00am and 12:00 noon on Saturdays. The replacement or modification of a garage or any other door must be approved by the Trustees in writing who can impose such conditions as they deem fit.
- d) Colours of exterior paintwork on doors, windows, window frames or any other part of the exterior of the flat or garage to which the member is entitled shall not be changed without prior written approval of the Trustees.
- e) Windows and doors may be replaced with consent of the Trustees. These windows/doors must be made of Wood, PVC or Aluminium and they must conform to the outer appearance of the building.
- f) Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so and such work shall comply with the standards and bylaws of the relevant local authority.
- g) An owner shall be responsible for the conduct of his contractors and their employees, all of whom shall comply with the security provisions in these Conduct Rules and, in particular, the obligation to provide proper identification.
- h) The appropriate route to remove debris from the property that may arise from renovations is that carting the debris through the main foyer not only compromises the security of the building, but also creates too much mess in the foyer area. The trustees will therefore allow a truck or bakkie to enter and park in the courtyard area. However, the truck driver must remain in the vehicle and be alert at all times in order to move the vehicle if anyone needs to enter or exit the courtyard.
- i) No renovations shall be permitted on Sundays or Public Holidays unless the Trustees are of the opinion that they are necessary and of an urgent nature, (such as the repair of leaking pipes).

## **8. AIR-CONDITIONING UNITS AND TELEVISION AERIALS:**

- j) No member shall place or allow to be placed in his flat or any portions thereof or in any part of the property to which he is entitled by reason of any exclusive use to occupy any air-conditioning equipment or apparatus or television aerial or equipment which requires attachment to the building except with the prior written consent of the

Board of Trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour and the removal thereof as the Board of Trustees in its absolute discretion shall deem fit.

- k) An owner shall be required to keep his air conditioning unit in a good state of repair so as not to cause undue noise to adjacent sections, failing which the trustees shall be entitled to have it repaired at the owner's cost.

#### **9. SERVICE:**

Members shall not in any circumstances interfere with the cleaning arrangements for the premises or the schedule for the cleaning of windows as laid down by the Trustees from time to time.

#### **10. MOTOR VEHICLES:**

- a) No member shall use any garage for any purpose other than parking or garaging of a motor vehicle, except with the prior written approval of the Board of Trustees being first had and obtained. A vehicle shall be deemed to include a motorcycle.
- b) No member shall carry out or permit to be carried out any major or substantial engine or mechanical repairs to any motor vehicle parked in any garage or anywhere else on the property.
- c) No member shall, without the prior written consent of the Board of Trustees being first had and obtained park any vehicles on the common property other than in the areas demarcated as garages and then subject to and in accordance with any contract relating to such garage in terms of which such vehicle is parked.
- d) All security discs and remote-control devices are to be purchased from the Supervisor.
- e) The trustees may cause to be wheel-clamped at the risk and expense of the owner or user of the vehicle, or the owner of any section who may be held accountable, any vehicle parked in breach of these rules without prejudice to the disciplinary proceeding and imposition of fines upon any owner referred to in these rules.
- f) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and contractors, do not drip oil or brake fluid onto or in any other way deface the common property including an exclusive use area. Owners shall be responsible for the cost of any repairs to the common property.
- g) Fire hoses shall only be used for their intended purpose and may not be used for private use (e.g. car washing, garden watering, etc.).
- h) No un-roadworthy vehicle may be parked or abandoned neither within any exclusive use area nor on the common property. Should it appear to the Trustees that a vehicle has been abandoned, the Trustees shall be entitled to give notice to the owner concerned to remove same, failing which, the Trustees shall be entitled to have the abandoned vehicle removed and placed into storage at the expense of the unit owner concerned. The Trustees are authorised to cause the managing agent to debit the offending owner's levy account with the expenses so incurred.
- i) All motor vehicles are operated at the sole risk of the owner thereof and the Body Corporate shall not in any way be held responsible for any occurrence, loss or damage suffered by or in respect of any such vehicle.

- j) No owner shall be entitled to let out his garage or allocated exclusive use parking area to anyone other than a resident of Nordbury Court and in the case of any applicant who is successful with an application for the use of one of the Body Corporate parking bays, such person may not let, cede or otherwise part with the use of the allocated bay to any other person.

#### **11. TRUSTEES DIRECTIVES:**

In their obligation to do all things reasonably necessary for the control, management and administration of the common property, the trustees shall be entitled to issue reasonable written directives in elaboration of these conduct rules, which shall be binding upon owners, occupiers, contractors and visitors. The trustees shall be entitled to make administrative charges against an owner (to be fixed by the trustees in their discretion) for sundry expenses caused by owner such as obtaining legal, accounting and technical advice, letters written, faxed or sent by e-mail, telephone calls or work generally done, bank charges or other expenses arising from:

- a) The failure of an owner to pay any amount to the body corporate timeously;
- b) An owner being in breach of the Act or the Rules or any directive issued by the trustees;
- c) The provision of any letter or document for or on behalf of an owner or demand made against an owner or occupier;
- d) Call-out time for lost keys, water leaks and electrical faults.
- e) All monies due to the body corporate shall be allocated firstly to amounts other than levies and contributions and only thereafter to levies and contributions. Unless otherwise resolved by the trustees, all levies or contributions shall be payable by members monthly in advance on the first day of each and every month.
- f) In the event of the owner disputing the decision or the amount of the fine, such dispute shall be resolved in terms of Section 38 and 39 of the Community Schemes Ombud Service Act, 2011.
- g) The trustees shall be entitled from time to time when they deem it appropriate to frame and publish house rules to deal with any matter not specifically dealt with in these rules.

#### **12. GARDEN AREAS AND STAFF:**

- a) The body corporate gardens and plantings in the common property shall be subject to the control of the trustees
- b) Owners and occupiers shall not give instructions to staff, provided they shall be entitled to employ staff out of their usual hours of employment for casual work.
- c) An owner or occupier shall be entitled to plant small shrubs, place pot plants and annuals in his exclusive use area. No garden features, trees, pot plants or large shrubs shall be planted or abandoned in the common area.
- d) No occupant may play games or carry out any recreational activities within the grounds.
- e) No occupant may erect any tent structure, flagpole, or plant, alter or remove any shrub, tree, plant or grass in the garden or elsewhere in the grounds or premises.

- f) No slaughtering of animals or birds shall be permitted in any section or on the common property without the prior written consent of the trustees who shall be entitled to require details of each event and adherence to any other requirements the trustees deem necessary.

### **13. LETTING AND PARTING WITH OCCUPATION AND SECTIONS:**

- a) In order to maintain the appeal, value and status of the building it is the policy of the body corporate to discourage frequent weekend or short-term letting or occupation by persons other than the owner, his family and bona fide friends, which makes it difficult to identify and control occupiers and enforce the rules and manage and supervise the building. It increases the security risk and introduces an occupier who does not necessarily have the same proprietary interests in the building.
- b) An owner shall not let his section (or allow section to be sublet) for less than six consecutive months without the prior consent in writing of the trustees, which consent shall not be unreasonably withheld if there are special circumstances. A member shall not use or permit his flat to be used for purpose other than residential. Agent's advertising "for sale" boards shall only be displayed on the pavement at the front of the building or anywhere else on the property with the prior consent of the Trustees and shall only be displayed on Show Day.
- c) Save with the prior written consent of the trustees an owner shall not part with the occupation of his section to or permit the occupation of his section by any person other than his family and bona fide friends, whether for part of a day or night or otherwise.
- d) In granting consent as a foregoing, the trustees shall be entitled to impose such conditions, in their discretion.
- e) An owner shall, for reasons of safety and to permit the monitoring of the movement of the occupiers, be obliged to give prior notice to the trustees or the supervisor or their designated agent by fax or letter of the persons who will from time to time occupy the section and the owner's authority for such occupation.
- f) No such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate in terms of the Act.
- g) Prior to taking up occupation, the owner concerned shall ensure that his or her tenant shall be introduced to the chairman of the trustees or his deputy, that the tenant signs and initials each page of a copy of the Conduct Rules which shall be provided and that the tenant provides a copy of the page in his/her identity book containing the photograph.
- h) An owner and, in particular, a corporate entity or trust, shall not be entitled to constitute himself or itself as to contractually share the use of a section and the obligations to the body corporate between more than four natural persons. The intention of the foregoing is to prohibit any form of direct or indirect time-sharing between more than four persons.
- i) Notwithstanding any of the foregoing provisions, an owner shall not enter into a lease which will result in a group of students or persons substantially unrelated occupying the section unless the owner has previously obtained the written consent of the trustees.
- j) No sub-letting of any unit shall be permitted without the prior written consent of the



Trustees.

- k) No contractor/s may reside in a unit or on the common property.

#### **14. AUCTION SALES:**

No member shall hold or allow to be held in any flat or other portion of the property any Auction Sale without the prior written consent of the Trustees.

#### **15. LAUNDERING:**

- a) Members are entitled to use the drying lines on the common property as and when space is available. Reservation of lines is strictly prohibited as this does not foster peace in the community. The Body Corporate shall not be responsible for any losses from the drying lines from any cause whatsoever. Losses must, however, be reported to the Trustees.
- b) No member is entitled to expose or otherwise make visible from any flat or elsewhere any washing or articles being aired or cleaned or expose garbage or garbage bins in a manner which is deemed unsightly. Carpets and mats shall not be shaken, dusted or hung-over balconies, walls or through flat windows.
- c) No heavy articles likely to cause damage to the washing lines e.g. wet carpets, are to be hung on the communal drying facilities or from any windows of the units, railing or any place visible from outside the building.
- d) All washing which is hung in the communal common area is done so purely at the owner's risk.
- e) No washing may be left on the washing lines overnight.

#### **16. REFUSE:**

- a) Household or garbage acceptable by the municipality may be left outside flats for daily collection before 8am from Monday to Saturday (excluding public holidays). Kitchen garbage must be in a suitable container (plastic bag) and must not be left out overnight. Plastic and paper should be put out in a separate plastic bag for collection. Extremely large cartons like television boxes or moving cartons shall be disposed of by the occupant of the flat.
- b) Residents are responsible for removing from the property the following:
  - i) Packaging from large appliances;
  - ii) any broken or unwanted furniture or pieces of furniture;
  - iii) Electronic waste such as computers, remotes, other appliances;
  - iv) Batteries, long-life low energy bulbs and gas cylinders;
  - v) Any other waste material which the trustees may consider to be hazardous.
- c) Member's maid is not to dispose of any refuse or place packages outside front door on member's behalf, unless it is done within the time period shown above. Should the maid find your refuse after 8am whilst cleaning your flat, it is to remain in the flat so that it is then placed by the member the next day, for daily collection as indicated.
- d) Should refuse accumulate at any time, the member is able to dispose of this themselves by placing the refuse in the bulk refuse bins located in the outside garage area at the back of the building via the garages. Please do not place it in any other area.

**17. LIFT:**

The lift is restricted to the carrying of passengers and may not be used for carrying furniture, appliances or any other heavy or bulk items likely to cause damage to the lift – stairs to be used for moving such items.

**18. OWNERS DEFAULT:**

If an owner (whether by himself or by his lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules and fails to remedy such breach within a period of seven (7) days after notification by the Trustees or by the Managing Agent, if so authorised by the Trustees, the Body Corporate shall be entitled to take such action as may be available to it in terms of the act or by Law.

**19. LITTERING:**

An owner, occupier, contractor or visitor shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps, unwanted post or any other litter whatsoever. This shall include discarded household furniture and effects as well as packaging.

**20. ERADICATION OF PESTS:**

An owner shall keep his section free of white ants, borer beetles and other 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, 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.

**21. REMOVALS AND DELIVERY OF FURNITURE:**

Owners and occupiers shall advise the trustees or the supervisor (if there is one) seven days in advance of the intended day of the removal or delivery of furniture or any other heavy goods. Removal vans shall not impede the flow of traffic.

**22. USE:**

- a) An owner or occupier shall use or permit the use of his section, including an exclusive use area, for residential purposes only.
- b) In particular, an owner or occupier shall not:
  - i) Employ any person to work in the section for reward or otherwise, save as a domestic worker, unless specific circumstances of the owner require such

- persons to be employed.
- ii) Carry on any profession, practice, occupation, trade or business in or from the section, in particular such that results in customers, clients or persons who have a business relationship with the owner or occupier being admitted to the section.
  - c) The maximum number of persons who may permanently reside in or occupy a section overnight is two persons per bedroom. A lounge or dining area shall not be counted as a bedroom. No person shall be entitled to sleep in a garage or on the common property, including an exclusive use area.
  - d) Fireworks shall not be lit or discharged in any section, exclusive use area or on the common property.

### **23. SECURITY:**

- a) For security reasons the trustees may require an owner to provide personal information including an identity number of:
  - i) A lessee or occupier approved in terms of Rule 10;
  - ii) Any contractor or service provider who intends to gain entry to a section.
- b) Failing such information, the trustees shall be entitled to refuse entry to the building.
- c) The supervisor (if there is one) or a security officer appointed by the trustees shall be entitled to call upon any person to identify himself or herself and to refuse entry to the common property and any section to any person who is unable to reasonably identify himself or herself with the owner's authorization to occupy the section; likewise the trustees shall be entitled to take whatever steps they deem necessary to remove from a section and the common property any person whom they were entitled to deny entry aforesaid.
- d) The Body Corporate shall be entitled to employ a domestic worker from time to time. No owner shall be entitled to interfere or otherwise supervise the domestic worker unless the Trustees have delegated the task of doing so, to the owner.
- e) Occupants of Nordbury Court shall be entitled to employ domestic workers for their owner purposes provided that they advise the Trustees that they have done so and further that they undertake to educate their domestic workers as to their obligations in terms of these conduct rules. Furthermore, the occupants shall be required to provide a copy of the ID documents of their employees for filing and security purposes.
- f) Access to the property is restricted in the interests of protecting the security of all residents.
- g) The Trustees shall charge for the issuing of a security access disk to gain access to the building and common property.
- h) No gate keys or remotes may be issued or handed to any domestic worker employed by any owner, nor to any tradesman nor other person not resident in the building, without prior written permission of the trustees.
- i) No resident shall grant access to any third party, including any workman or domestic worker unless they are satisfied as to the identity of such person and that such person is authorised to be on the premises.
- j) Residents shall ensure that the automated vehicle access gate has closed before driving away.
- k) No hawkers are allowed in the building and owners are requested not to encourage

such people from calling.

#### **24. SUBDIVISION AND TIME-SHARING**

- a) No owner shall subdivide or partition any unit or section or any part thereof.
- b) No owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.

#### **25. ELECTRICITY AND RATES**

- a) The owner shall make his own arrangements with the Local Authority for the opening of an electric current account and for the supply of such current and to pay for all electric light and current consumed in the section.
- b) Similarly, every owner shall make his own arrangements with the Local Authority in regards to the payment of rates in respect of the section.

#### **26. STORAGE**

- a) No owner shall store or leave or allow to be stored any article or thing on any part of the common property except with the written consent of the Trustees first having been had and obtained.
- b) No storeroom shall be used for any purpose whatsoever other than that of storage of such articles as the Trustees shall have consented to and in no circumstances may any flammable material or liquids, other hazardous substances, be stored in such storeroom.

#### **27. ACCESS TO THE ROOF**

No persons shall attempt to gain access to the roof of any building, which area shall remain strictly out of bounds, except to authorised persons undertaking tasks with the prior approval of the Trustees.

#### **28. INSPECTION OF UNIT**

- a) The Body Corporate shall exercise the right to access each section and exclusive use area from time to time during reasonable hours to the extent necessary to maintain, repair or renew any part of the building, or any pipes, wires, cables or ducts therein, or making emergency repairs therein, necessary to prevent damage to the common property or section or any other sections.
- b) If the cause of the fault or leak is found to be a consequence of the unit owner's failure to maintain his section in a proper manner, then the owner will be responsible for the payment of repair costs incurred, and the Trustees will be entitled to cause the offending owner's levy account to be debited accordingly.
- c) The Trustees shall be entitled to call upon the owner to remedy any situation within 30 days, failing which the Trustees shall be entitled to act to remedy the situation and to recover the costs of doing so from the owner by directly debiting the owner's levy

account.

### **29. COMMUNICATION BETWEEN TRUSTEES AND OWNERS**

- a) It is the responsibility of each resident to check the notice board on a regular basis for any notices or circulars.
- b) The Trustees shall only be obliged to entertain and consider any complaint or suggestion if given in writing and forwarded to the Trustees / Managing agent.
- c) In the case of any ad hoc written communication deemed necessary for publication to all owners, the Trustees shall cause notification to be circulated to all owners either by hand, post or email, and in this regard it shall be the responsibility of each owner to inform the Trustees or appointed Managing Agents of their current email address and any such notice despatched to the recorded email address shall be deemed to have been received by the said owner within 24 hours of being sent to the aforesaid address.

### **30. EXCLUSIVE USE AREAS**

- a) Notwithstanding the fact that certain areas more fully described below are in terms of the sectional plan relating to the sectional title scheme as filed with the Registrar of Deeds part of the common property the owner of each unit comprised in the scheme shall subject to sub-rules (2), (3), (4), (5) and (6) below be entitled to the exclusive use occupation and enjoyment to the exclusion of the rights of all other owners and all other persons of the area numbered and corresponding to the number of his section and referred to on the plan annexed "A" hereto marked "X" to be used by him for the purpose or purposes indicated thereon.
- b) The Body Corporate shall take all necessary steps in its power to ensure that the exclusive use areas shall be reserved for the exclusive use of the owners entitled to such use in terms of sub-rule (1) and such owners may be required to pay a rental or fee to the Body Corporate as may be determined by the Body Corporate from time to time in respect of such exclusive use areas.
- c) An owner shall be obliged to maintain the exclusive use area of which he has the exclusive as if it were part of his section and shall be obliged to take all reasonable and necessary steps to keep such area in a clean hygienic neat and attractive condition.
- d) An owner shall not use his exclusive use areas or permit them to be used in such a manner or for such purposes as are likely to impair the safety appearance or amenity of other sections or other parts of the common property.
- e) Notwithstanding the provisions of sub-rule (1) above, an owner shall permit the Body Corporate and/or other persons access to his exclusive use areas for any purpose reasonably required for the maintenance of the exclusive use areas of such other owners. Each owner shall also allow the Body Corporate access to and across his exclusive use area:
  - i) for any purpose reasonably required for the maintenance of the common property and
  - ii) for the purpose of implementing the provisions of Rule 71 should the Body Corporate so require.
- f) Save as where the unit concerned is let, owners may not let exclusive use areas

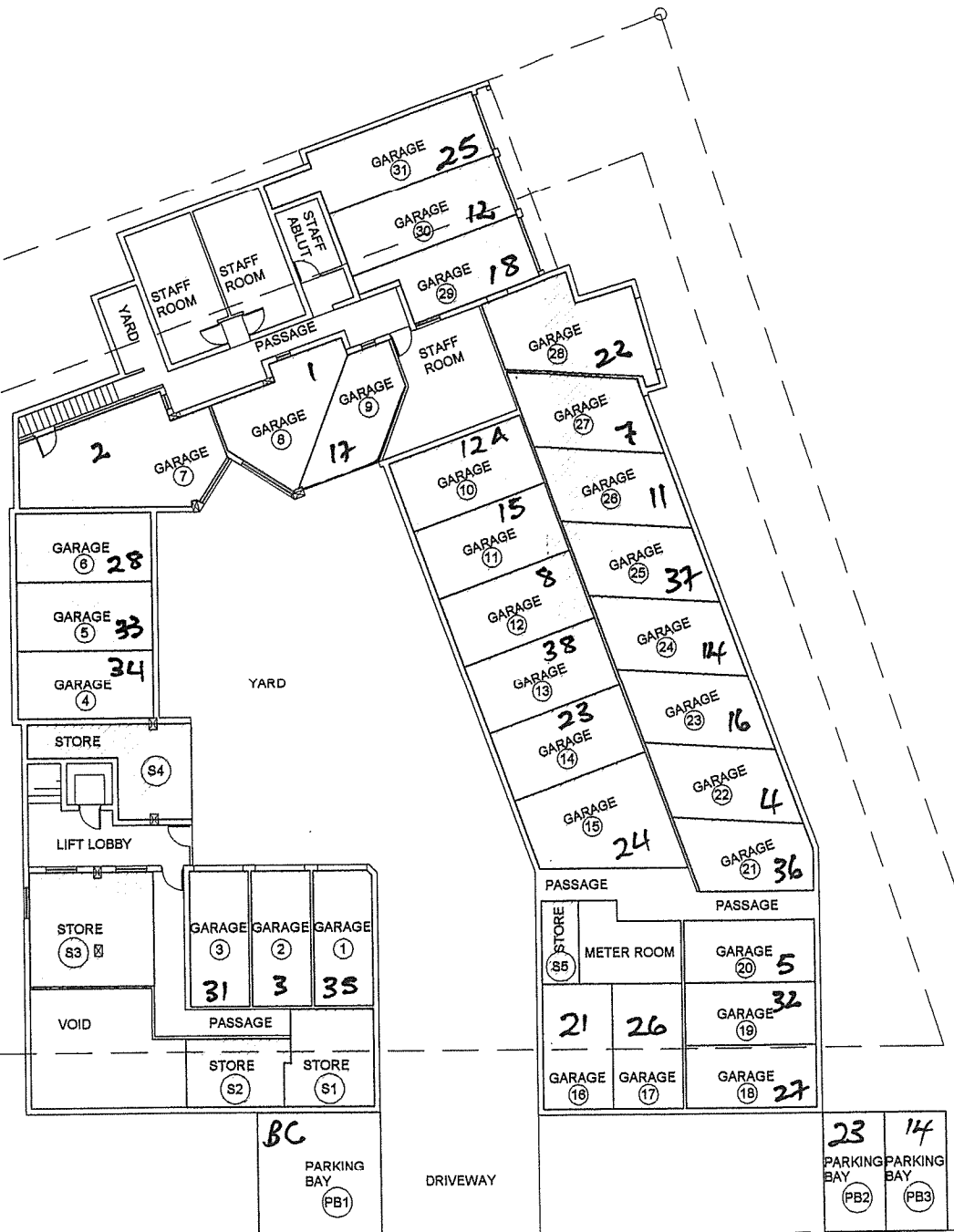
allocated to them in terms of this rule without the written consent of the Trustees which consent shall not be unreasonably withheld.

---

Received a copy hereof on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



DIAGRAMATIC LAYOUT OF BASEMENT GARAGES, PARKING BAYS AND STORE ROOMS  
SCALE 1:200

**NORDBURY COURT BODY CORPORATE**  
**STP NO. 106/1985**

**SCHEDULE 1**

|    | <b>UNIT NO.</b> | <b>SECTION NO.</b> | <b>EUA GARAGE NO.</b> | <b>EUA PARKING BAY NO.</b> |
|----|-----------------|--------------------|-----------------------|----------------------------|
| 1  | 1               | 1                  | 8                     |                            |
| 2  | 2               | 2                  | 7                     |                            |
| 3  | 3               | 3                  | 2                     |                            |
| 4  | 4               | 4                  | 22                    |                            |
| 5  | 5               | 5                  | 20                    |                            |
| 6  | 6               | 6                  | -                     |                            |
| 7  | 7               | 7                  | 27                    |                            |
| 8  | 8               | 8                  | 12                    |                            |
| 9  | 11              | 9                  | 26                    |                            |
| 10 | 12              | 10                 | 30                    |                            |
| 11 | 12A             | 11                 | 10                    |                            |
| 12 | 14              | 12                 | 24                    | PB 3                       |
| 13 | 15              | 13                 | 11                    |                            |
| 14 | 16              | 14                 | 23                    |                            |
| 15 | 17              | 15                 | 9                     |                            |
| 16 | 18              | 16                 | 29                    |                            |
| 17 | 21              | 17                 | 16                    |                            |
| 18 | 22              | 18                 | 28                    |                            |
| 19 | 23              | 19                 | 14                    | PB 2                       |
| 20 | 24              | 20                 | 15                    |                            |
| 21 | 25              | 21                 | 31                    |                            |
| 22 | 26              | 22                 | 17                    |                            |
| 23 | 27              | 23                 | 18                    |                            |
| 24 | 28              | 24                 | 6                     |                            |
| 25 | 31              | 25                 | 3                     |                            |
| 26 | 32              | 26                 | 19                    |                            |
| 27 | 33              | 27                 | 5                     |                            |
| 28 | 34              | 28                 | 4                     |                            |
| 29 | 35              | 29                 | 1                     |                            |
| 30 | 36              | 30                 | 21                    |                            |
| 31 | 37              | 31                 | 25                    |                            |
| 31 | 38              | 32                 | 13                    |                            |
| 32 | Body Corporate  |                    |                       | PB 1                       |