

# BODY CORPORATE OF 46 ON MERIDIAN

## CONDUCT RULES

### 1. APPLICABILITY

- 1.1 These Rules shall apply to all owners, residents, tenants and all other persons anywhere on the premises of 46 ON MERIDIAN at the invitation, direction or control and care of such owner and reference in these Rules to "owners" shall include such aforementioned persons and must be construed accordingly.
- 1.2 It shall be the duty of the owner of any section to ensure that all persons present on the premises of 46 ON MERIDIAN at the invitation or direction or under the care and control of such owner shall comply with the rules.

### 2. BASIC CONSIDERATIONS

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

### 3. IMPROVEMENTS AND ALTERATIONS TO PROPERTY

- 3.1 Except as is provided hereunder, no improvements or alterations shall be made by any owner to the external portion of his/her section or exclusive use area or common property without prior consent of the Trustees.
- 3.2 **Air Conditioners**
- 3.2.1 Permission shall be required from the Trustees to install any air conditioner and, in such event, they may make such conditions as they deem appropriate.
- 3.2.2 Applications for permission to install any air conditioner must include full details the proposed installations.
- 3.3 **Burglar Guards**
- Burglar Guards and safety doors may not be fitted in such a manner that they protrude beyond the boundaries of the walls of any section.
- 3.4 **Internal Improvements**
- Internal improvements which require the destruction or partial destruction of any internal wall or support column may not be carried out without prior permission of the Trustees, who may make such conditions as are considered appropriate in the particular circumstances.



### 3.5 *Compliance with Improvements Rules*

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

## 4. MAINTENANCE

4.1 An owner of a section shall be responsible for maintenance of his/her section including all internal maintenance. The owner shall also be responsible for replacing faulty globes on all light fittings attached to the external walls of their units.

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

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

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

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

## 5. LEVIES

5.1 The monthly levy as determined from time to time in respect of Sections shall be payable in advance on or before the first day of each month to the Managing Agents. Failure to pay this on time monthly may result in the full annual payment.

5.2 Any Owner's levy account shown as in arrears on the monthly statement for longer than two months shall be handed over to the Body Corporate' Attorneys for collection and interest/penalties shall be payable by the owner at Standard Bank's prime rate of interest from due date of payment as reflected on the monthly statement of account.

5.3 Any amount due by an owner whether by way of a levy or for any other reason whatsoever shall be a debit due by him to the Body Corporate and an owner consents to the jurisdiction of the Magistrate's

Court in connection with any action arising out of or in connection with rules and agrees that in the event of an attorney being instructed in connection with any matter against him that he shall bear all legal costs as between attorney and own client, including interest and expenses.

Further the Owner shall be liable for any charges debited by the Managing Agents in respect of their attempts to collect the said overdue amount.

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

## 6. VEHICLES

- 6.1 No resident shall park or stand any vehicle upon the common property, other than in the numbered parking bay allocated to their unit.

6.1.1 Residents may not knowingly allow vehicles of visitors (persons living outside 46 on MERIDIAN), to park in a bay allocated to another unit

6.1.2 The maximum number of vehicles allowed into 46 on MERIDIAN per unit are as follows:

6.1.2.1 1 Bedroom Unit – 1 parking bay on the first floor

6.1.2.2 2 Bedroom Unit – 2 parking bays. One (1) on the first floor and one (1) at the undercover parking.

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

6.2.1 Any vehicle parked illegally in contravention of a no parking zone.

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

6.2.3 Any vehicle parked in the Paraplegic parking. This is for the use of the handicapped ONLY.

- 6.3 Any vehicle which has its wheels locked as per 8.2 above, in addition to the fines as detailed under clause 15.2.4, shall be subject to a further fine, as determined from time to time, (R200 at present).

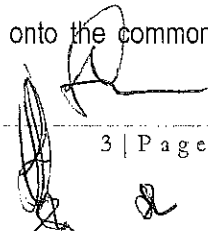
- 6.4 Caravans, boats and trailers may not park on any part of the common property other than on owner's own parking area. Such property shall not protrude beyond the confines of the boundary of such parking bay.

- 6.5 Commercial vehicles over 2 tons may not enter the complex.

- 6.6 The use of parking areas for the storage of goods is prohibited.

- 6.7 The Body Corporate shall not be responsible for any loss or damage arising from any persons or vehicle using the parking areas.

- 6.8 Owners of sections shall ensure that their vehicles do not drip oil or brake fluid onto the common property or in any other way deface the common property.



- 6.9 No owner shall be permitted to dismantle or affect mechanical repairs to any vehicle on any portion of the common property, or exclusive use area or in a section without the prior written consent of the Trustees.
- 6.10 All vehicles shall be driven at not more than 25 km per hour on the common property and no unnecessary hooting is permitted. Drivers must observe traffic arrows and signs.
- 6.11 All oil stains/leaks etc must be cleaned up or else a fine will be applied.

## 7. OCCUPATION

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

<i>TYPE OF SECTION</i>	<i>NUMBER OF PERSONS</i>
1 Bedroom	2
2 Bedroom	4
3 Bedroom	6

- 7.3 No business, profession or trade may be conducted on the common property or from individual sections. This rule will not be construed to prohibit the use of studies for purposes of work provided they are not used habitually or usually for the purposes of consultation with customers or clients.
- 7.4 Removals and Moving in or out of the complex may only take place as stipulated below, NO exceptions will be made:-

MONDAY – FRIDAY	8 am – 4 pm
SATURDAY	8 am – 12 pm
SUNDAY	NO MOVING

## 8 GENERAL BEHAVIOUR

Communal living such as exists at 46 ON MERIDIAN demands co-operative courtesy amongst all occupants. People should be mindful that sound carries and echoes at night. Conversations and music outside on the balconies and patios after 10pm could be annoying to neighbours. Reasonable quiet should be maintained during the follow hours:

Monday – Thursday	10 pm to 7 am the next morning
Friday – Saturday	11 pm to 9 am the next morning
Sundays	2 pm to 4 pm and 10pm to 7am

Notwithstanding the above, any building works, alterations or maintenance may only be effected between the hours of 8 am to 4 pm weekdays and between 9 am and 12 pm on Saturdays and shall not in any circumstance be effected at any other time, particularly on Sundays and Public Holidays.

- 8.1 Children are not permitted to play on the roads, corridors and parking areas. Children must use the designated playing area within the vicinity near the fire station.
- 8.2 The Body Corporate shall not be responsible for any loss or damage arising out of accidents occurring from children playing on the common property or anywhere else within the confines of 46 ON MERIDIAN.
- 8.3 The parents of resident children will be required to repair or remedy forthwith, at their own expense, any damage to property in 46 ON MERIDIAN caused by or in consequence of any act of their children or children's friends.
- 8.4 The Body Corporate does not accept any responsibility for any loss, damage or injury that may occur because of noncompliance with these rules.
- 8.5 No owner shall cause or permit to be caused such conduct of whatsoever nature upon the premises whether inside or outside his section, which shall constitute or cause a nuisance, noise or disturbance to any other owners.
- 8.6 What constitutes nuisance, noise or a disturbance shall be at the sole discretion of the Trustees or anyone acting under their authority and any decision thereby made shall be final.

**9. PROHIBITED ACTIVITIES**

- 9.1 Residents shall not commit nor permit any act which would increase the hazard of fire or have the effect of increasing the insurance premium (eg. Storage of inflammable liquids, tampering or overloading of electrical circuits etc). The storage or use of a gas stove shall not be permitted without the prior written consent of the Trustees. Any damage arising to the common property out of the breach of this sub clause shall be paid for by the said owner
- 9.2 Residents shall take reasonable precautions to ensure that damage to other sections is not caused by water points in their sections. Stop cocks to section water connections should accordingly be closed if a section is to be left unattended for periods in excess of 7 days.
- 9.3 No Estate Agents signs or other business signs are permitted on the common property.

Handwritten signatures and initials, including a large 'R' and a smaller signature below it.

- 9.4 Clothing or laundry shall not be hung to dry or aired in or out of windows nor may it overhang from a balcony. Clothing or laundry should not be visible from the complex road or Umhlanga Drive.
- 9.5 NO "ball games", skate boarding, cycling or quad bikes etc shall be allowed on the common property/driveways etc.
- 9.6 THE LIFT requires that children under the age of 12 be accompanied in the lift to avoid vandalism and playing of the lift buttons
- 9.7 There shall be no eating/drinking or smoking in the lift.

## 10. USAGE

- 10.1 All perspective tenants must be for a period of not **less than 6 months**. It is the obligation of the owner to arrange that a copy of the rules is signed BEFORE the tenant occupies the unit.
- 10.2 Owners letting their section must incorporate a clause in the Lease Agreement to the effect that the tenant will abide by the Rules and Regulations of the Body Corporate. Nothing shall however absolve the owner from his responsibilities and obligations to the Body Corporate embodied in these CONDUCT RULES notwithstanding the fact that such owner does not reside or occupy his or her section at the time.
- 10.3 Owners letting their sections must ensure that these Rules form part of the Lease Agreement and must make known the fact to his tenant that any breach of the Rules could terminate the Lease. Tenants **MUST** sign to acknowledge receipt of these rules. **(Form Attached "TENANT'S UNDERTAKING AND PARTICULARS)**
- 10.4 Tenants will be required to sign an acknowledgment when signing their Lease Agreement, to the effect that they will abide by these Rules. Such acknowledgment shall be delivered to the Trustees within three days of the signature of the Lease Agreement.
- 10.5 Owners letting their sections shall notify the Managing agents of their physical address. Should owners change the address they must notify the Managing Agents within seven days of such change. Such physical address shall be the domicilium citandi et executandi for all purposes of the owner. In the absence of such notification the section owned by the owner shall be the owner's domicilium citandi et executandi for all purposes.
- 10.6 In terms of the Government Legislation, NO SMOKING may take place in public places including the common area's of 46 on Meridian. PLEASE NOTE YOU MAY ONLY SMOKE IN YOUR SECTION.

## 11. REFUSE/SEWERAGE DISPOSAL

- 11.1 An owner/Resident of a section shall:-  
Not handle refuse contrary to the regulations of City Council e.g. broken glass must be wrapped in a double layer of newspaper and no garden refuse for Corporation collections.

- 11.2 Not leave refuse on any portion of the common property or elsewhere whether in a container or not, except in the demarcated area.
- 11.3 Not allow their refuse to litter the complex.
- 11.4 Not discard items which could cause the sewerage system to block. Workmen MAY NOT discard cement or any building waste etc into the unit's drains or toilets. Your careful vigilance is requested.
- 11.5 **Electrical Municipal Room**  
NO persons may have access to this area. All problems must be reported to Trustees who can advise you.

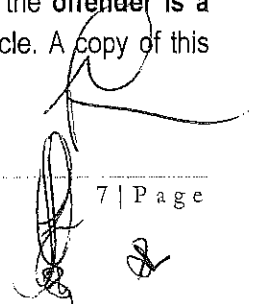
### 13. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agents, and their duly authorised agents or employees to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests as may be found within the section. Replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

### 14. BREACH

- 14.1 On behalf of the Body Corporate the Trustees are entitled at their discretion to impose penalties on those persons who fail to comply with these CONDUCT RULES and to take whatever legal steps are necessary to ensure compliance. Any appropriate legal action may be instituted in the Magistrate's Court notwithstanding the fact that the value of the dispute exceeds the jurisdiction of the Magistrate's Court but without prejudice to the rights of the Trustees, to institute action in the Supreme Court. The Body Corporate will be entitled to recover all their costs and expenses.
- 14.2 Without prejudice to the foregoing and without limiting the rights of the Body Corporate or the Trustees, the procedure to be followed by the Trustees for the time being shall be as follows:
  - 14.2.1 All notices of non compliance and fines to be imposed on the owner, **other than offences under Section 8 Vehicles**, will be in writing and delivered by hand to the owner's unit. A copy, where possible, will also be sent to the owner by email. In the event that the **offender is a tenant**, the notice will be delivered by hand to the tenant's unit. A copy of this notice will also be sent, where possible, by email to the owner.

In the case of offences under **Section 8 Vehicles**, all notices of non compliance and fines to be imposed on the owner, will be attached to the windscreen of the offending vehicle. A copy, where possible, will also be sent to the owner by email. In the event that the **offender is a tenant**, the notice will be attached to the windscreen of the offending vehicle. A copy of this notice will also be sent, where possible, by email to the owner.



14.2.2 All fines shall be imposed on the **owner** of the unit, even if the offender is a tenant. Such monies will be collected by the Managing Agent on behalf on the Body Corporate and a receipt issued

14.2.3 The trustees shall be entitled to impose fines for any and each breach referred to in the Conduct Rules. The table below shall serve as a guideline for the imposing of fines

Offence	Fine
Technical breach without malice, premeditation or due consideration	R250
Non-compliance	R500
Blatant Disregard	R1000

14.2.4 Notwithstanding the above table, fines for breaches **UNDER RULE 8 VEHICLES** shall be for the **first offence**, R250 and the offender shall have **one hour** to comply and avoid the penalty. Failure to comply within 24 hours from the time the notice was issued, will incur an additional fine of R1000 for Blatant Disregard.

**Repeat** offences of the same offence **UNDER RULE 8 VEHICLES**, a fine of R500 will be imposed but **No** further time to comply will be given. Failure to comply within 24 hours from the time the notice was issued, will incur an additional fine of R1000 for Blatant Disregard.

14.2.5 **ALL OTHER NOTICES** shall be for the **first offence**, R250 and the offender shall have 24 hours to comply and avoid the penalty. Failure to comply within 48 hours from the time the notice was issued, will incur an additional fine of R1000 for Blatant Disregard.

**Repeat** offences of the same offence, a fine of R500 will be imposed but **NO** further time to comply will be given. Failure to comply within 24 hours from the time the notice was issued, will incur an additional fine of R1000 for Blatant Disregard.

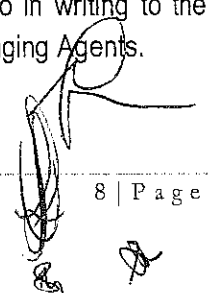
14.2.6 In the event the owner fails or refuses to pay any fine, legal action in accordance with Rule 15.1, will be taken to recover the debt.

## 15. GENERAL

15.1 Owners are responsible for the behaviour of their domestic staff and guests, and must ensure that they adhere strictly to CONDUCT RULES.

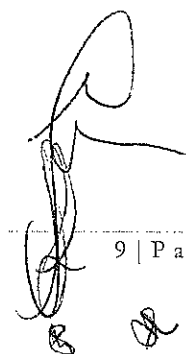
15.2 No domestic staff shall be housed on the property without prior written permission of the Trustees having being obtained.

15.3 Any Owner wishing to complain about non compliance with these rules shall do so in writing to the Trustees, c/o the Managing Agents. Such complaints shall be addressed to the Managing Agents.





- 15.4 An Owner receiving a verbal or written complaint from a Trustee with respect to non compliance of the CONDUCT RULES shall comply with the directions of the Trustee within the period specified by the Trustee.
- 15.5 All Owners, tenants and visitors should at all times consider the rights of other people in the complex.
- 15.6 All persons and vehicles entering 46 on MERIDIAN, do so at their own risk.
16. These CONDUCT RULES shall apply with retrospective effect from date of commencement of the Body Corporate.
17. **Fireworks and Firearms**  
The lighting or letting off of Fireworks is prohibited. The discharging of firearms is strictly prohibited.

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