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## **" SASH ON OAKS"**

### **BODY CORPORATE CONDUCT RULES**

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#### **1. ANIMALS, REPTILES AND BIRDS.**

- 1.1. An owner or occupier of a unit **shall not, without the consent** in writing of the trustees, keep any animal, reptile or bird (other than a caged bird) in a section or on the common property and furthermore may not bring such animal, reptile or pet onto 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 any condition prescribed in terms of sub-rule (1.2) above
- 1.4. Owners or occupiers, after having approval from the Trustees, are to ensure that their pets do not become a **nuisance** to other residents.
- 1.5. Owners or occupiers will be held **responsible** for the removal of excrement left on the common property.

#### **2. REFUSE DISPOSAL**

- 2.1. An owner or occupier of a unit shall:
  - a. maintain in a **hygienic** and dry condition, a receptacle for refuse within such owner's section, exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;
  - b. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - c. freeze all meat products / trimmings and put into the bin on the day the refuse is removed. This will alleviate flies, stench from the bins and also create hygiene in your environment.
  - d. for the purpose of having the refuse collected, place such receptacle within the area designated by the trustees;
  - e. when the refuse has been collected, promptly return such receptacle to the owner's section or other area referred to in sub paragraph (a) above.

- f. Any owner or occupier encourages any outsider no matter whatever the relationship is to put their refuse into the bins of the complex will be fined according to the Trustees' of the complex. Note that the bins are for the use of the residents of the complex and not for any outsider,
- g. Each owner or occupier will be responsible for the taking out of the bins from the bin area to the verge to the road as this will alleviate problems when the maid does not come to work. A monthly roster will be drawn up showing which unit is responsible for the refuse.

### 3. VEHICLES

- 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 that is an **eyesore, or in disrepair**. No owner or occupier shall use his allocated parking bay to house a vehicle that is in disrepair, irrespective if the vehicle belongs to him or any other party.
- 3.2. The Trustees' will have 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 a unit shall ensure that their vehicles and the vehicles of their visitors and guests do not **drip oil or brake fluid** on to the common property or in any other way **deface** the common property. *(If found damaging the parking area, this must be repaired at your own cost and the Body Corporate reserves the right to take the necessary action against those responsible for the damage.)*
- 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, an exclusive use area or in a section. However minor repairs should be restricted to his allocated parking bay without messing or littering the adjacent bays and common property.
- 3.5. Only vehicles **belonging** to the owners or occupier are **allowed** to be washed in the common property. Under **no** circumstances would visitors, friends or relatives be allowed to do same.
- 3.6. Owners or occupiers must ensure that their **visitors** are **well informed** of the **rules** regarding the Body Corporate and its common area.

### 4. DAMAGE, ALTERATION OR ADDITIONS TO THE COMMON PROPERTY

- 4.1. An owner or occupier of a unit **shall not** mark, paint, drive nails or screws 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 (a), an owner or person authorised by the owner, may install:-
- a. any locking device, safety gate, burglar bars or other safety device for the protection of the 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 manner of its installation.)*
  - c. Owners or occupiers of the unit are informed that **any alterations or additions** to the flat must be completed within a **reasonable time** and all unit holders must be informed in writing. **Working hours Monday to Friday (8:00am to 3:30pm)**. No work will be carried out during the weekend unless prior arrangements have been made and the work is of an urgent matter.

## 5. APPEARANCE FROM OUTSIDE

- 5.1. The owner or occupier of a residential section **shall not place** or do anything on the part of the common property, including balconies, patios, stoops and gardens which, in the **discretion of the trustees**, are aesthetically **displeasing** or undesirable when viewed from the outside of the section.

## 6. ALTERATIONS AND ADDITIONS TO THE OUTSIDE OF INDIVIDUAL UNITS

- 6.1. A flat owner shall not effect alterations and additions to the outside of their unit **without the written consent** of the trustees.

## 7. SIGNS AND NOTICES

- 7.1. No owner or occupier of a unit **shall place** any sign, notice, billboard or advertisement of any kind on any part of the common property or of a section, so as to be visible from outside the section **without the prior written consent** of the trustees.

## 8. LITTERING

- 8.1. An owner or occupier of a unit **shall not deposit, throw, or 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. (Any person visitor or owner and any person living in these units caught littering with cans, bottles etc will be liable to a **fine of R250.00** which will be added to the levy statement. Residents must ensure that their bins kept outside is clean and does not give of a bad odour that is unbearable to other occupants of the complex.

## 9. LAUNDRY

- 9.1. An owner or occupier of a unit **shall not, without the consent** in writing of the trustees, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or common property which will be visible from outside the buildings or from any other sections. Linen or clothing or other laundry shall be hung in the areas specifically designated for that purpose.

## 10. STORAGE OF INFLAMMATORY MATERIALS AND OTHER DANGEROUS MATERIALS

- 10.1. An owner or occupier **shall not** store any material, or do or permit or allow to be done, any **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.

## 11. SALE AND LETTING OF UNITS

- 11.1. It is the obligation of the Owner to **notify** the Trustees forthwith of any change of ownership in his unit and of any mortgage or other transaction in connection with his unit.
- 11.2. It is mandatory that prospective **tenants** be **screened** and the **Conduct Rules** read to them **by the Trustees'** at a specially convened meeting. All tenants and other persons granted the rights of occupancy by the 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, rant or rights on occupancy. It is solely the owner's responsibility to ensure that his tenant is fully familiar with and understand the significance of the Conduct rules.
- 11.3. Before a unit is let out, **all levies must be paid**, including all special levies and other outstanding levies. Further, should the owner fail to pay his monthly levies or special levies, the matter will be handed over for collection and all collection charges / legal fees will be borne by the unit holder.

## 12. ERADICATION OF PEST

- 12.1. An owner shall keep the **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 the 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.

### 13. NOISES , DISTURBANCES & BEHAVIOUR

- 13.1. An owner or occupier **shall not** make a **noise** or allow a noise to be made which will **cause a disturbance** to other residents. This includes loud music, clanging gates or slamming doors. Loud music from a unit, car or car park, the owner will receive a **first warning**. **Second** transgression a **R250.00 fine** will be imposed on the owner. **Third** transgression, a **R 500.00 fine** will be imposed on the owner and will thereafter be **summoned** to a **hearing** with the presence of the **trustees'** and the **attorney of the body corporate**. *(The owner is and will be responsible for all transgressions by the visitor, children or any other persons whether relative or not.)*
- 13.2. No persons shall cause or permit any disorderly conduct of any nature upon the common property or do or permit any act, matter or thing in or about the common property which will constitute or cause a nuisance or unreasonable inconvenience to the unit holders.
- 13.3. Owners, tenants and their visitors must exercise extreme caution when driving up / down the driveway and in the car park. It is recommended that vehicles coming up the driveway should not drive more that **10km per hour**.
- 13.4. Residents must supervise their children and the children of their visitors to ensure no damage is caused to the common property or the property of other residents and that no nuisance is created for other residents.
- 13.5. Owners, occupiers and guest are to ensure that they behave in a suitable manner at all times. Behaviour should in particular be such that it is not found to be a nuisance to other occupiers. **Owners / occupiers** are **responsible** for the behaviour of their guest.
- 13.6. The consumption of alcohol / drugs by owners, occupiers and visitors is **not allowed** in the common areas. No loitering of drunk / drugged person/s on any part of the common property will be tolerated. Drugs and alcohol abuse plus the use of vulgar language will not be tolerated. A **fine** will be imposed on the seriousness of the incident and the **SAPS** will be informed accordingly. No unit holder or occupier or visitor is allowed to sell liquor or drugs in the complex. Anyone found in contravention of this rule will be severely delft with by the attorneys' of the Body Corporate. All legal cost will be borne by the flat concerned irrespective of who the guilty person in your unit is.

### 14. MAID / GARDEN BOY

- 14.1. An owner or occupier found supervising or allocating duties to and requesting the services of the maid or garden boy for their private purposes on a day designated for him or her to work in the flats will be **liable** for the days wages paid to them.

## **15. ATTENDANCE OF MEETINGS**

- 15.1. An owners **presence** at a meeting will be recognized by
  - a. His physical presence
  - b. Any adult member of his or her family
  - c. A proxy letter
- 15.2. If the unit is being rented, the owner and one member of the tenant should be present at the meeting.

## **16. LEVIES**

- 16.1. Levies not paid no later than the **7<sup>th</sup> day** of the month for which the levy is due, then a **fine of R250.00** will be automatically imposed. **Interest** is charged at **2%** per month on all arrears from the **7<sup>th</sup>** of each month.

## **17. SUGGESTIONS, OBEJCTIONS & GRIEVANCES.**

- 17.1. Owners who have suggestions, objections and grievances **against** any matters **about or within** the complex, or matters against any **owner or tenant**, which has bearing on the Body Corporate, shall forward it in **writing** to the **Chairperson** via the Secretary.
- 17.2. All **plans**, Architectural additions and alterations will be submitted to the Committees and **property Developers** for **approval**. A fee of **R500.00 (Five Hundred Rands)** will be **paid** to the developer for the **scrutiny** of the drawing.