

CONDUCT RULES OF THE BODY CORPORATE OF RAEDENE
REGISTRATION NUMBER SS 183 / 1994

Prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011), as amended by the developer.

1. KEEPING OF ANIMALS, REPTILES AND BIRDS

- 1.1 An owner or occupier of a section shall not, without consent, in writing of the trustees, which approval may not unreasonably be withheld, keep any animals, reptiles or birds in a section or on the common property.
- 1.2 Notwithstanding the above rule, it is expressly emphasized that cats and large dogs are not permitted on the premises. The definition of large shall be by the trustees whose decision shall be binding.
- 1.3 When granting such approval, the trustees may prescribe any reasonable condition.
- 1.4 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2) (3).
- 1.5 In the event of approval being withdrawn in terms of clause (4) the trustees shall have the right to require any such animal, reptile or bird to be removed from the building within 14 days of the date of written instruction to do so.
- 1.6 In no event shall animals be permitted in any part of the common property unless carried or controlled on a leash. The owner must remove any animal excrement deposited.
- 1.7 No section Holder or tenant shall be allowed to bring any pet onto the premises on the pretext of knowing the rules and then attempt to rely on the sympathy of the Trustees in permitting the retention thereof.
- 1.8 Any animal kept on the premises with the consent of the Trustees shall have all the rabies and other inoculations required by law.
- 1.9 Feeding of birds is strictly forbidden where such action causes a defacement of and or potential damage to the building.
- 1.10 The feeding of any other wild or stray mammal is strictly forbidden.

2. REFUSE AND WASTE DISPOSAL

- 2.1 The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Refuse must be placed in the refuse area. At all times, refuse must be placed in secured plastic bags and then into the bins provided with the lids securely replaced.
- 2.3 No person shall be permitted to place any packaging material or other article/s too large for the bins in the refuse area. The persons concerned MUST dispose of these articles off site. Persons

so caught leaving such articles in the bin area, shall be subject to an administration charge of R200.00 or any other Rand amount determined by the trustees from time to time.

3. VEHICLES

- 3.1 The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- 3.2 A consent under sub-rule (1) must state the period for which it is given.
- 3.3 The trustees may cause to be removed or towed away, at the risk and expenses of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property in breach of rule 3(1) and the cost of such removal shall be payable by the owner.
- 3.4 No registered owner or occupiers shall use any garage or parking area for any purpose other than that parking of motor vehicles.
- 3.5 No registered owner or occupiers shall carry out or permit to be carried out any major or substantial engine repairs to a motor vehicle in a parking area or garage.
- 3.6 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property. Damaged caused to the common property shall be recovered from the registered owner.
- 3.7 If the vehicle of a visitor shall be parked on the common property overnight, it is the responsibility of the registered owner or occupiers to advise the trustees of the make and registration of such vehicle. Failure to do so, may result in the vehicle being towed away.
- 3.8 No person shall sleep in any vehicle parked on the common property, including an exclusive use area
- 3.9 No mobile campers, trailers, caravans and boats shall be brought onto any portion of the common property, including an exclusive use area
- 3.10 No bicycles, tricycles, roller skates or skateboards may be used on the premises.

4. DAMAGE, ALTERATIONS AND ADDITIONS TO COMMON PROPERTY AND SECTIONS

- 4.1 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws, fit DSTV dishes, TV aerials, safety gates, burglar bars, air conditioning units, awnings or other objects into, or otherwise damage or deface a structure that forms part of the common property. Such items shall be continually be maintained in a good condition to the satisfactory of the Trustees.
- 4.2 The owner or occupier of a section must keep a device installed under sub-rule (1) in good order and repair.
- 4.3 Heavy articles of whatever kind or sort, furniture, luggage, and the like shall only be carried across the common property and not dragged across the surface thereof.

- 4.4 It shall be the duty of each owner to ensure that the Trustees are notified a reasonable length of time before the occupant of a flat is due to move in or out thereof, to enable someone to observe the movement of furniture over the common property.
- 4.5 A registered owner of a unit shall not attend to any structural alterations of the unit, unless: -
- 4.5.1 he/she has submitted the plans for such alterations together with the specifications of materials to be utilised, to the trustees for written approval and upon obtaining the consent of the trustees have had the plans approved by the local authority. Any structural changes, such as the removal of internal walls will require the approval of a Structural Engineer to ensure the structural integrity of Building.
- 4.5.2 An owner may make alterations to the interior of his section, but no structural, no alterations to the water piping, electrical wiring, conduits or plumbing may be effected without prior written consent of the trustees and then subject to such conditions as the trustees may impose.
- 4.6 Contractors are permitted to work during the following periods:
- Mondays to Fridays - 7:30am to 16:30pm
- Saturdays - 7:30am to 12:00am on condition that work does not include drilling, breaking or hammering
- Sundays or public holidays – no work is allowed
- The aforesaid working hours shall apply to all occupants of units and registered owners who carry out their own work.
- 4.7 No person shall be permitted to undertake any gardening of any sort on the common property, remove, and damage or trim any plant without written authority by the Trustees.

5. APPEARANCE FROM OUTSIDE OF SECTION AND EXCLUSIVE USE AREA

- 5.1 The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it.
- 5.2 The owner or occupier of a section shall not place or do anything on any part of the common property, the section, balconies, patios, stopes, in the window and gardens which, in the opinion of the trustees, is aesthetically displeasing or undesirable when viewed from the exterior of the section.
- 5.3 All curtains and any other item that can be viewed from the external shall at all times be maintained in an acceptable manner.
- 5.4 The owner or occupier of a section must not, without the trustees' written consent—
- (a) erect washing lines on the common property;
- (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme;
- (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.

6. STORAGE OF FLAMMABLE MATERIALS

- 6.1 Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- 6.2 This rule does not apply to the storage of fuel or gas in—
- (a) the fuel tank of a vehicle, generator or engine; or
 - (b) a fuel tank or gas cylinder kept for domestic purposes.

7. BEHAVIOUR OF OCCUPIERS AND VISITORS IN SECTIONS AND ON COMMON PROPERTY

- 7.1 The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 7.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 7.3 The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 7.4 The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.
- 7.5 The use of television and radio receivers, record players, Ipods, recording equipment and the like or the playing of musical instruments or any other loud noise to the extent that other occupants are disturbed, is not allowed.
- 7.6 No registered owner or occupiers shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls, ceilings or floors of a flat or of any portion of the common property.
- 7.7 Silence must be maintained on Saturdays and Sundays between 2:00 pm and 4:00 pm and between 10:00 pm and 7:00 am on weekdays and every weekend. All forms of excessive noise related to any action must cease at 5:00 pm. For example but not limited to building works, repairs and maintenance etc.
- 7.8 Motor hooters may not be used on the common property.

8. ERADICATION OF PESTS

- 8.1 The owner of a section must keep the section free of wood destroying insects, including white ants and borer beetles.
- 8.2 The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

- 8.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (2) from the owner of the section.

9. LETTING OF UNITS

- 9.1 A registered owner may let his / her unit to a tenant, but only upon the following express conditions, namely:-
- 9.1.1 No agreement of lease may be entered into for a period of less than three (3) months and no subletting by any tenant is permitted. No form of holiday letting is permitted under any circumstances.
- 9.1.2 That no such letting shall in any way release the registered owner from any of his/her obligations to the body corporate as contemplated in law and hereunder.
- 9.1.3 That as a condition precedent to any such letting, the registered owner shall secure from the lessee an undertaking in favour of the body corporate that such a lessee shall duly observe all such regulations and conditions as are contained herein. Such undertaking shall be on such terms as the trustees of the body corporate shall from time to time require and it shall be lodged in writing with the body corporate prior to such lessee being given occupation of the said unit.
- 9.1.4 Tenants are required to attend an interview with trustees of the body corporate prior to the signing of any lease agreement and will be required to sign an acknowledgement of the rules and regulations before taking occupation, ensuring that they are aware of these rules and are prepared to abide by them. The interview will not be a determination of whether the owner may or may not lease to such a person but will only be procedural.
- 9.1.5 Registered owners are required to provide the trustees of the body corporate with a copy of the lease agreement within fourteen (14) days of conclusion of the lease.
- 9.1.6 An owner or occupier of a section is liable for the conduct of his/her visitors / tenants and must ensure their adherence to all requirements of the Act and Rules of the Body Corporate.

10. WATER LEAKS

All water leaks within the section/unit must be notified to the trustees as soon as is practically possible. Registered owners or occupiers shall be held responsible for any damage to other sections or any part of the common property, if the leak has been sourced from the respective owner's unit.

11. SERVANTS AND CLEANING CONTRACTORS

- 11.1 No servants other than those employed by the trustees of the body corporate shall reside on the property, unless they are registered with the Trustees for security purposes.
- 11.2 Registered owners and occupiers of units may under no circumstances interfere with the duties of the cleaning contractors including window cleaning schedules laid down by the trustees of the body corporate and cleaners are not allowed to undertake private work for residents during working hours.

12. SECURITY

- 12.1 To ensure the safety of all residents, registered owners and occupiers of units shall: -
- 12.1.1 Not allow any stranger to enter or exit the property and not open the entrance for anyone unless he/she knows the person;
 - 12.1.2 Not drive away until the gates are closed, especially if there are strangers in the vicinity of the gates or surrounding area;
 - 12.1.3 Not lend his/her keys or remotes to any contractor or domestic worker;
 - 12.1.4 Not hold any jumble or garage sales or auctions on the common property or anywhere else on the premises;
 - 12.1.5 Leave a duplicate set of keys and any lock-up garage with one of the trustees of the body corporate or a care taker for use in case of an emergency;
 - 12.1.6 Notify the trustees of the body corporate of the full details of any contractors he/she may employ to undertake work in a unit and shall also be required to provide details of the work to be carried out;
 - 12.1.7 Not leave any luggage or other personal effects unattended in any part of the common property.
- 12.2 Any registered owner and occupier, who intend to leave his / her section unoccupied for a period of more than 24 hours shall provide the trustees with a duplicate set of keys to his / her section.

13. RUNNING OF A BUSINESS

A registered owner or occupier is not allowed to run a business of any kind, nor trade from the unit or from the garage as this is a contravention of the municipal residential by-laws.

14. LITTERING

An owner, occupier, contractor or visitor 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, unwanted post or any other litter whatsoever. Junk mail, brochures and leaflets shall be discarded in the bins provided.

15. 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.

16. USE

- 16.1 An owner or occupier shall use or permit the use of his or her section, including an exclusive use area, for residential purposes only.
- 16.2 In particular, an owner or occupier of a residential section shall not:

- 16.2.1 Employ any person to work in the section for reward or otherwise, save as a domestic worker, unless such person/s are registered with the Trustees for security purposes.
- 16.2.2 Carry on any profession, practice, occupation, trade or business in or from the section.
- 16.3 The maximum number of persons who may permanently reside in or occupy a residential section overnight is:

TYPE OF SECTION	NUMBER OF PERSONS
1 Bedroom	2 and 1 child under school age
1 1/2 Bedroom	4

- No person shall be entitled to sleep on the common property, including an exclusive use area.
- 16.4 This rule is not intended as an infringement of the member's property rights and is inserted to ensure that the facilities of the complex are capable of sustaining the projected number of occupants and keeping repair and maintenance costs to a minimum.

17. REPAIRS / ALTERATIONS TO SECTION AND EXCLUSIVE USE AREA

- 17.1 No structural alterations, additions, enclosure of a patio or balcony and no building work which according to National Building Regulations requires the consent of the authority, shall be carried out in or to a section until plans of same have been furnished to the trustees and their prior written consent has been obtained. Any consent shall be conditional upon local authority approval where applicable. The alterations and additions referred to above shall also include the tiling or retiling of floor surfaces other than in a kitchen or bathroom. In particular, the trustees shall have regard to the noise factor created by tiled surfaces above bedrooms.
- 17.2 Prior to granting consent the trustees may require a certificate from an engineer that the stability of the building is not impaired.
- 17.3 In granting consent, the trustees may impose reasonable conditions as to the work and may request a deposit of money as security for damages.
- 17.4 Repairs to electrical wiring and plumbing shall be affected only by a person qualified to do so and such work shall comply with the standards and bye-laws of the relevant local authority. Alterations to existing electrical and plumbing installations require the approval of the trustees and must be carried out by a person qualified to do so.
- 17.5 The enclosure of balconies and the replacement of windows and of external doors of a section are required to conform to the style and standard determined by the trustees for the premises as a whole.
- 17.6 An owner shall also observe the rules relating to the making of noise.
- 17.7 Notwithstanding that an external window or door of a section may comprise common property, the owner of that section shall be responsible for the repair or replacement of that window, window panes or door and ancillary fittings at his own cost whenever same shall become damaged, defective or worn out unless the damage is covered by insurance. Replacements shall conform to the style and standard determined by the trustees for the premises as a whole. Owners shall conform with the exterior colour codes directives issued by the trustees.

- 17.8 An owner shall repair and maintain his or her exclusive use area in state of good repair, failing which the provisions of the Management Rules shall apply.

18. ENFORCEMENT OF RULES BY FINES

- 18.1 In the event of an alleged breach by an owner of any of his obligations under the Act or any of the management or conduct rules, then the trustees shall have the remedies hereafter set out in addition to and without prejudice to any other remedy available.
- 18.2 The trustees shall be entitled to summons an owner or occupier to appear before a committee of not less than two trustees to answer any alleged breach referred to in 17.1 and to show cause why a fine should not be imposed.
- 18.3 The owner shall be given written details of the alleged breach and reasonable notice of the hearing.
- 18.4 The hearing shall be held as soon as possible and shall be informal. The committee shall consider evidence and documents relating to the alleged breach. The owner or occupier may be represented and shall be allowed to present evidence and documents.
- 18.5 After the hearing, the committee shall reach its decision and give written notice thereof to the owner together with any fine imposed which is to be debited to the levy account.
- 18.6 The trustees shall be entitled to impose fines for any breach referred to in this rule in accordance with a schedule of fines as determined by the trustees and may increase this annually.
- 18.7 Should the owner fail to appear at the hearing, then the committee shall reach its decision in his absence and thereafter notify the owner in writing.
- 18.8 In the event of the owner disputing the decision or the amount of the fine, such dispute shall be referred to CSOS.

19. SLAUGHTERING OF ANIMALS

Slaughtering of animals or birds for religious and cultural purposes only shall be permitted within the confines of a section (and not under any circumstances on common property) provided it complies with bylaws and the relevant license/authority has been obtained and lodged with the board of trustees and the managing agent at least 72 hours prior to the animal being brought onto the property.

20. LOSS OR DAMAGE

- 20.1 The body corporate shall not be responsible for any loss or damage suffered by an owner caused by the Body Corporate or domestic worker or agent of the body corporate from any cause whatsoever, and it shall be the responsibility of an owner to effect his own insurance in respect of the contents contained in his section, or in any part of the common property.
- 20.2 The section holder concerned shall be responsible for the cost of the repair of whatever nature of any service and other related remedial works thereto, that services exclusively the section concerned, such as but not limited to, water supply, electrical supply, sewer pipes, intercom,

TV Ariel wires, notwithstanding that the service may be contained and the costs thereof debited to the section holder concerned.

21. OWNERS DEFAULT

- 21.1 If an owner (whether by himself or by his lessee, invitee, guest, agent, domestic worker or employee) commits a breach of any of these Rules and fails to remedy such breach within a period of 7 (seven) days after the giving of written notice to remedy the such breach 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.
- 21.2 In addition and without prejudice to any rights available to the Body Corporate or the Trustees in terms of these rules or the Sectional Titles Act or pursuant to any other law, in the event of the circumstances or occurrences arising entitling the trustees to take any action necessary, the Trustees shall be entitled, after giving the section holder of the unit in questions not less than 7 (seven) days written notice to consider the complaint against such section holder, furnishing details in writing of such complaint, and giving the section holder a fair and reasonable opportunity to be heard by the trustees in respect of representations such section holder may wish to admit to the Trustee at such time and venue as may be determined by the Trustees, the Trustees shall be entitled to adjudicate upon the complaint, and if the Trustees consider that the section holder has breached the rules as contemplated and has further failed to remedy such breach, or has committed the relevant repetition of such breach, or has failed to heed any request by the Trustees or Managing Agent to desist from the relevant conduct concerned, the Trustees shall be entitled to impose and levy against such section holder, a penalty according to section **24** of these rules.
- 21.3 The decision of the Trustees shall be communicated to the section holder and such penalty so imposed shall be due by the relevant section holder and shall be recoverable from the section holder.

22. INSURANCE

- 22.1 No insurance claim will be entertained unless the Trustees have been advised of the damage of the event and the section holder concerned has supplied 3 quotations. The claim form has been signed by the chairman or in his / her absence any trustee not related to the claimant.
- 22.2 In the event of an emergency the above clause does not apply but only in so much as is necessary to prevent further damage or to make the premises secure.
- 22.3 In the event of an Insurance claim no betterment will be permitted.
- 22.4 Geysers require general maintenance and should a claim be made in respect of a geyser failure of whatever nature and such failure can be attributed to lack of maintenance the claim may be repudiated by the Insurance Company.
- 22.5 The excess shall be payable by the section holder/s applying for such insurance claim irrespective of the nature of the claim.

- 22.6 No fitting or fixture supplied and fitted by the section holder or his predecessors in title shall be covered by the Body Corporate Insurance unless such item has been recorded with the insurance company and the additional premium paid thereof. Examples of but not limited to are: TV Aerials, Satellite dishes, awnings, car ports, fences, lapas etc.

23. WATER WASTAGE

- 23.1 All section holders are responsible at all times for the continuous maintenance of all water units such as but not limited to, taps, geysers, toilets etc. Water is a body corporate resource that it pays for and the wastage thereof will not be permitted.
- 23.2 In the event of a section holder being advised in writing that water is leaking from / in the respective section and the section holder fails to repair such defective unit or units the the trustees reserve the right without further notice to enter the flat and repair such unit and charge all costs thereof to the unit holder.
- 23.3 In addition to the above direct costs the trustees further reserve the right to charge for the wastage of water based on the average consumption calculated over the preceding 12 months prior to the notification mention in item 23.2 above.
- 23.4 In the event of the defect being one, which can be reasonably shown as to have been in existence for some time prior to the notification the calculation, shall be from such estimated time as the water account indicated such excessive usage.

24. 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.

Contravention of the conduct rules shall have the effect of a first written warning being served on the registered owner where after the trustees shall be entitled to impose the following fines:

Administration Fees

Letting without approval and discussion of conduct rules	R 1 000
Improvements without authority	R 1 000
Misuse of Property	R 500 per day
Verbal Abuse and Rowdiness	R 1 000
Loud Music	R 1 000
Unauthorised work	R 500
Throwing Refuse out of the Window	R 500
Renovations after hours	R 500
Alterations without approval	R 2 000
Failing to clear rubble	R 500
Hanging laundry outside and dusting carpets outside	R 200

Installation of Air Conditioner, aerals without authority	R 2 000
Unauthorised access for visitors, guests and others	R 500 per person
Unauthorised Vehicle Parking	R 1 000
Oil Leaks in parking bay	R 500
Repairing vehicle on site	R 500
Illegal letting of Parking Bays to non-occupants	R 1 000
Overcrowding	R 500 ppp.day
(Fines subject to annual review)	