

# SOMERSET LINKS 2 BODY CORPORATE

## CONDUCT RULES

(Section 35 (2)(b) of the Sectional Titles Act 95 of 1986)

### 1. *REPAIRS:*

- 1.1 The body corporate, that is the combined body made up of registered owners, is responsible for the common property maintenance requirements. That is, the unblocking of a main sewer line, for instance, would be an expense incurred by the body corporate. The managing agent or complex supervisor, under the instruction of the Trustees, would be responsible for calling out a contractor and settling the account.
- 1.2 The registered owner of a unit is responsible for any repairs within their unit. For example, should there be an electrical or plumbing problem, you must ascertain the origin and have it repaired by your contractor. Please be aware that the cost of said repair would be for your account.
- 1.3 If the nature of the problem appears to originate from common property, you should report it to the managing agent or complex supervisor. The body corporate can only be held responsible for any expense incurred if this can be attributed to the common property.

### 2. *APPEARANCE FROM OUTSIDE*

- 2.1 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, or any external part or section, including balconies, patios, steps and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from outside of the section.
- 2.2 An owner or person authorized by him shall not construct to/on attach to/on or fix to/on any part of the exterior of the building, including a stoep or balcony, or the common property and air-conditioner without first obtaining consent of the trustees in writing. To obtain the written consent of the trustees, the owner shall apply to the trustees in writing. The trustees may attach reasonable conditions from time to time.
  - 2.2.1 No air-conditioning unit shall be installed without the prior written consent of the trustees.

- 2.2.2 Air conditioning must be of the low noise type and for residential purpose. All Air conditioners are to be of the split unit types.(No window wall units will be allowed)
- 2.2.3 All condenser units (external units) must be installed on the balcony of the specific unit and must be positioned on the floor of the balcony to minimize the visual impact from outside of the development.
- 2.2.4 No condenser unit (outside unit) may be fixed to the wall or the floor of the balconies. This would create a possible waterproof failure of the balcony floor and possible noise transmission to other habitable areas.) Outside units must be placed as free standing on the balcony floor placed on rubber vibration pads.
- 2.2.5 All external piping is to be neatly installed in 100 x 40 white ega PVC trunking and is to be positioned within the boundaries of the specific unit as depicted by the sectional title plan of the specific unit. (No piping will be allowed to be installed on the external walls belonging to the body corporate)
- 2.2.6 All PVC trunking is to be painted with the similar color of the wall it is mounted against using an etch primer as base layer and suitable paint spec to match existing wall.
- 2.2.7 All drainage condensation pipes are to be internal to the sectional title of the unit and must be discharged into the full bore drain outlet in the balcony floor. Alternatively drainpipes can be discharged into a pot plant positioned on the balcony. (No drainage pipes may be permitted to extrude to the outside of the building)
- 2.2.8 Only new air conditioners should be allowed to be installed and only the specific makes as depicted: Daikin, Mitsubishi, LG and Samsung (low condenser noise level)
- 2.3 Owners shall be required to keep their air-conditioning units in a state of good repair to the satisfaction of the Trustees. Any repairs required at the instance of the trustees shall be carried out at the expense of the owner who shall have no claim for compensation therefore whatsoever.

### 3. *DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY*

- 3.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 3.2 Notwithstanding, sub-rule 3.1, an owner or person authorized by him may install:
  - 3.2.1 any locking device, safety gate, burglar bars (**white** which blend in with building) or other safety device for the protection of his section, or
  - 3.2.2 any screen or other device to prevent the entry of animals or insects,

- 3.2.3 provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation. A diagram of the approved design for security gates and burglar bars forms part of this document.
- 3.2.4 Burglar bars should be installed on the **inside** of the windows.
- 3.3 An owner may make alterations to the interior of his section, but no structural alterations, no alterations to the water piping, electrical wiring, conduits or plumbing may be affected without the prior written consent of the trustees and then subject to such conditions as the trustees may impose.
- 3.4 Repairs or alterations to electrical wiring and plumbing shall be affected only by a person qualified to do so, and such work shall comply with standards and by laws of the relevant local authority.
- 3.5 No alterations, additions or decorations to the exterior of sections, the exclusive use areas or to the other portion of the common property, including the installation of satellite dishes, awnings and patio enclosures may be made without the prior written approval of the trustees and then only upon the terms and conditions stipulated in such approval.
- 3.6 No radio/television aerials or satellite dishes may be attached to the exterior of the buildings other than as agreed by the trustees in writing. Owners and occupiers may only receive their radio and television reception signals from the aerials and/or satellite dishes installed in the common property.
- 3.7 Requests for consent in terms of the above shall be made in writing to the trustees, care of the managing agent, and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.
- 3.8 An owner or occupier of a section shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 3.9 If an owner or occupier of a section fails to comply with the provision of 3.8 and such failure persists for a period of 30 days after written notice to repair or maintain given by the trustees or managing agents, the body corporate shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such owner or occupier.

#### 4. *SIGNS AND NOTICES*

- 4.1 No signs, notice billboards or an advertisement whatsoever shall be placed on a part of the common property or of a section if they are visible from outside the premises without the written consent of the trustees.
- 4.2 With respect to show sections and public entry, the prior written consent of the trustees is required. The managing agent should be notified.

- 4.3 Permission must be obtained in writing from the trustees prior to the intended date of the show day. With regard to show days on the weekend, the closing date will be Thursday of the respective week.
- 4.4 The managing agents will then distribute the approved list of Estate Agent and the unit number to the Security Office. Without prior consent no entrance will be allowed. The agent will be responsible person for all visitors.
- 4.5 Signage is limited to the following:
- 4.5.1 One board outside the applicable block identifying the estate agent concerned,
  - 4.5.2 One directional board may be placed on the paving adjacent to the unit.
  - 4.5.3 One agent's identification board may be placed on the door of the unit.
  - 4.5.4 The security personnel have been instructed to confiscate unauthorized signage.
  - 4.5.5 No to let signs are permitted in windows or on the fencing.
  - 4.5.6 Special conditions may be imposed by the Trustees.

## 5. *VEHICLES*

- 5.1 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, including the grass areas, without the consent of the trustees in writing.
- 5.2 Vehicles may be parked only in such areas of the common property as are specifically indicated or approved by the body corporate for that purpose in such a way that the flow of traffic and access to and from garages or parking bays is not obstructed. The visitor's parking is also for the use of service providers / contractors in units.
- 5.3 One vehicle may not occupy two parking bays.
- 5.4 A trustee / owner / occupier is allowed to have unauthorized vehicles clamped by the Security guard and a fine of R500.00 will be imposed. R300 of this amount will be allocated to the Body Corporate and R200 to the disowned occupier.
- 5.5 The trustees may 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.
- 5.6 Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid on the common property or that are not roadworthy may not be parked on the common property other than for such short period as maybe approved by the trustees and without their prior written permission.

- 5.7 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or section.
    - 5.7.1 The speed limit will be 15 h/km on the premise and in the basement parking.
    - 5.7.2 The security guard must take note of the registration numbers of these culprits and will be allowed to prohibit entry again.
  - 5.8 No trucks, buses, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the trustees.
  - 5.9 Owners or occupiers of sections shall observe and ensure that their visitors and guests;
    - 5.9.1 observe any road signs and keep to a speed limit of 15 km/h on the common property,
    - 5.9.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety,
    - 5.9.3 do not allow any unlicensed person to drive any vehicle within the common property,
    - 5.9.4 do not permit the use of skateboards, roller-blades or skates and bicycles within the parking areas.
  - 5.10 No person may wash any vehicle on any portion of the common property other than in the bays specifically designated as wash bays. Only one warning will be given.
  - 5.11 Residents will not be permitted to allow more than two guests' vehicles into the complex at any one time.
  - 5.12 The trustees reserve the right to deny any offending vehicle access to the site should the owner fail to respond to three written warnings of a contravention of these rules.
  - 5.13 Parking of vehicles upon common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property or having been dealt with in any way in terms of these rules.
6. *LANDSCAPING*
- 6.1 Any owner, occupier or visitor shall not be permitted to remove or plant any shrub, tree or plant on or in the common property, without the written permission of the trustees.

6.2 Any owner or occupier of a section shall not alter, relocate or discontinue any of the irrigation system or attachments there to. Should irrigation equipment require adjustment it should be reported to the supervisor or managing agent.

6.3 An owner, occupier or visitor shall not cause any damage to the garden areas on the common property which is for garden purposes and the natural flora and fauna shall not be destroyed, removed or damaged in any way without the prior written consent of the trustees.

#### 7. *LAUNDRY*

7.1 An owner or occupier of a section shall hang any washing or laundry or any other items in the drying yard.

7.2 An owner or occupier shall not erect his own washing lines nor hang washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from any other section.

7.3 Any washing hung out to dry in the designated drying yard is at the sole risk of the owner thereof.

7.4 The Laundromat is utilized at the sole risk of the owner or occupier. This facility may not be utilized by the public and shall be kept clean and neat. Any equipment failure must be reported to the supervisor or the managing agent.

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

8.1 No pets are allowed on the premises.

#### 9. *REFUSE DISPOSAL*

9.1 No receptacles, garbage or garbage bag, builder's rubble or any other kind of waste shall be left in the walkways or any part of the common property.

9.2 The owner or occupier themselves must place wet, seeping, smelly domestic refuse in strong sealed plastic bags in the black refuse containers in the refuse area.

9.3 The owner or occupier themselves must remove packing material, builders rubble, Hussein, plastic large cartons, plastic bags, planks, boxes etc from the premises.

9.4 An owner or occupier of a section shall for the purpose of having the refuse collected, place such receptacle within the area and at the time designated by the trustees.

9.5 An owner or occupier of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his section, or on such part of the common property as may be authorized by the trustees.

#### 10. *STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS.*

10.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate or any insurance policy.

- 10.2 No private material may be stored in electrical distribution cupboards and fire extinguisher storage cupboards.
- 10.3 The setting off of fireworks on the premises is not permitted.

#### 11. *LETTING OF UNITS*

- 11.1 All tenants of units and other persons granted rights of occupancy by any 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 grant of rights of occupancy. A copy of these rules must be handed to such tenant by the owner.
- 11.2 An owner is not released from any of his obligations to the body corporate hereunder or in terms of the rules, or the Act, when he lets his property.

#### 12. *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 agent, and their duly authorized 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.

#### 13. *NUISANCE*

- 13.1 In the interest of proper decorum the trustees have formulated the following guidelines with regard to "antisocial behavior":
  - 13.1.1 The use of radio, television, sound and recording equipment or the playing of musical instruments to the extent that other occupants are disturbed, is prohibited.
  - 13.1.2 No loud music or any other disturbance shall be permitted after 22h00
  - 13.1.3 The use of power tools, hammering and other noise generating equipment shall not be permitted after 18h00 and shall be precluded on Saturdays, Sundays and Public Holidays except between 09h00 and 14h00
  - 13.1.4 Motor hooters may not be used on the common property areas.
  - 13.1.5 No smoking will be allowed in enclosed common property areas, for example in the passages, halls and lifts. "No Smoking" signs must be displayed.
  - 13.1.6 No ball games are permitted in the building.
  - 13.1.7 Owners and occupiers shall be personally responsible to properly supervise their children to ensure that they do not cause a noise, nuisance or disturbance to other owners and occupiers of sections.

- 13.1.8 All owners and occupants of sections shall ensure that their respective activities in and use of common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the building and in accordance with the rules and any conduct rules made in terms of these rules and of the provisions of the act. This rule shall likewise apply to guests and servants of owners and or occupants of sections while they are in the buildings and / or the common property.
- 13.1.9 All complaints with regard to behavior of any lessee, visitor, guest or servant shall be directed by the trustees to the owner of that section.
- 13.1.10 Children are allowed to use skateboards and rollerblades till 18h00 on common areas.

#### 14. *RECREATION AREAS*

- 14.1 The swimming pool is primarily for use by owners or occupiers of sections but may be used by their visitors or guests provided that an owner or occupier accompanies them and that they comply with these rules. Owners or occupiers are responsible for the behavior of their visitors or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other owners or occupiers wishing to make use of the same.
- 14.2 The body corporate absolves itself from any responsibility concerning the use of the swimming pool and requires adult supervision of children less than 16 years of age.
- 14.3 No surfboards or the like are permitted in the pool area.
- 14.4 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.
- 14.5 The pool gate shall be kept closed at all times and persons who enter or leave the swimming pool area should close this gate.
- 14.6 No adult or child may enter the building with a dripping bathing costume and or wet and sandy feet.

#### 15. *USE*

- 15.1 Unless the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan to be for business purposes, an owner shall use or permit his section to be used



only for residential purposes. If to be used for office purpose must the occupier apply for authorization with prior consent from trustees.

- 15.2 The total number of persons who may permanently occupy a unit is limited to two (2) persons per bedroom per unit.
- 15.3 The trustees may, in their exclusive discretion, give permission that in special or extraordinary circumstances a 2-bedroomed and a 3-bedroomed unit respectively may temporarily be occupied by 8 (eight) and 10(ten) persons, including children for no longer than a period of 1 (one) month during holidays.

#### 16. *EMPLOYEES*

- 16.1 The owner or occupier of a section must ensure that staff in their employment do not loiter or cause undue noise on the common property or elsewhere in the complex. Employees must report to security when entering and exiting the complex.
- 16.2 An owner or occupier of a section shall be responsible for the activities and conduct of his domestic employees and shall ensure that his domestic employees understand and that they do not breach any rules, law or any local authority by-law, which may affect the scheme.

#### 17. *SECURITY*

- 17.1 Owners and occupiers shall ensure that they and their visitors abide by the security procedures adopted on site and amended from time to time.
- 17.2 Such further security measures includes, but is not limited to:
  - 17.2.1 owners are not permitted to give controls or tags to contractors or employees in order to gain access to the building or premises
  - 17.2.2 owners must ensure that controls and tags, which are made available to lessees, are retrieved when the lessees move out,
  - 17.2.3 owners must report without delay lost or stolen controls or tags to the trustees or supervisor.
  - 17.2.4 No vendors, salesmen or hawkers permitted on the premises.
  - 17.2.5 Owners and occupiers of sections shall ensure that upon entering and leaving the premises the relevant gate is properly closed.
  - 17.2.6 Owners and occupiers shall report the presence of any suspicious person to the trustees, manager, security or supervisor.

#### 18. *REMOVALS*

- 18.1 The owner or occupier shall ensure that the lift blankets are installed in the lift, prior to the loading of furniture. During the use of the lift, the owner or occupier shall be held responsible for the care thereof, and held liable for any damages. They will further be held liable for the blankets, and the failure to return these to the supervisor.

## 19. *LIFTS*

- 19.1 Owners and occupiers shall in respect of their usage of the elevator comply with the rules prescribed by the elevator service company and the conditions imposed from time to time by the trustees.
- 19.2 Owner and occupier sections may not keep the lifts open for unnecessary long periods of time, while other people wait to use them.
- 19.3 Apparent misuse must be reported to the trustees or supervisor.

## 20. *INSURANCE EXCESSED*

Should the body corporate be liable for an insurance excess relating to damage which has arisen inside his unit or any related exclusive use area, the owner in question will be required to pay the excess.

## 21. *FIRE HOSES*

Fire hoses only to be used for the purpose for which they were installed.

## 22. *TRANSGRESSION OF THE RULES*

- 22.1 If an owner (whether by himself or by his lessee, invitee, guest or employee or any other contractor) commits a breach of any of these rules and fails to remedy such breach immediately, or within a period of seven days (7 days) after the giving of written notice to remedy such breach by the trustees or by the managing agents, if so authorized by the trustees, the body corporate shall be entitled to take such action as may be available to it by law.
- 22.2 If an owner fails to repair or maintain his section in a state of good repair as required by section 44(1)b of the act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and such failure persists for 14 days after giving of written notice to repair or maintain, given by the trustees or the managing agent, the body corporate shall be entitled to remedy the owner's failure and recover the cost of doing so from such owner.
- 22.3 Any transgression of these rules may only be reported to the trustees in writing and as a complaint by an owner or an owner's duly authorized representative, accompanied by the written corroboration of such complaint by a co-owner or such co-owner's authorized representative.
- 22.4 The trustees shall investigate such a complaint, cause a written warning to the transgressor,
- 22.5 In respect of a second transgression, be entitled, but not obliged, to impose a fine up to R1000.00 or any other amount on the owner of the unit housing the transgressor. The transgressor may appeal in writing against a fine so imposed, but the finding of the trustees in this regard, after due consideration of such appeal, shall be final and binding,

- 22.6 In respect of a third transgression, be entitled, but not obliged, to impose a fine limited to R10 000.00 (in the entire discretion of the trustees), on the owner of the unit housing the transgressor,
- 22.7 In respect of a fourth transgression, be entitled, but not obliged, as duly authorized representative of the owner of the unit, to terminate the lease of the transgressor and to take all such legal steps as may appear requisite in order summarily to terminate the continued occupation of the unit by the transgressor.
- 22.8 Should the transgressor referred to in above sections, not commit a further offence for a period of six continuous months, the all previously recorded transgressions may lapse to further in the total and unfettered discretion of trustees not to be taken into account during the hearing of future complaints against such a transgressor.
- 22.9 All owners are obliged to encompass and set out the provisions contained in 22.1 to 22.9 above in any agreement of lease, which they may enter into with one or more tenants from time to time.
- 22.10 The trustees subject to a two-third majority may amend the penalty provisions in rules 22.4 to 22.6

### 23. *LIABILITY*

The body corporate or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee, or guest may sustain, physically or to his or their property directly or indirectly, in or about the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the Body Corporate or any of the body Corporate employees, domestic employees, agents or contractors.