

PARKHILL PLACE

CONDUCT RULES

1. Animals, Reptiles and Birds

- (1) Subject to the provisions of clause 1 (6) below, an owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in the section or in the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable conditions.
- (3) The trustees may withdraw such approval in the event of any breach of any condition/s prescribed in terms of sub-rule (2).
- (4) The official form of application supplied by the Body Corporate must be used for all applications to keep pets and this will be the only recognized form of application. Copy attached.
- (5) The Terms and Conditions contained in the official application form will be strictly applied and all applicants shall bind themselves thereto on signing the application form. In addition the applicant will provide along with the application a copy of a certificate confirming that the animal has been spayed/neutered and all inoculations are up to date.
- (6) Notwithstanding anything to the contrary contained herein, only residents occupying the ground floor units shall be permitted to keep dogs as pets, the total mass of which dog may not exceed kilograms, and which ground floor units shall be limited to only 1 dog per ground floor unit, provided consent in writing is obtained from the trustees, which approval may not unreasonably be withheld.

2. Refuse Disposal

- (1) An owner or occupier of a section shall –
 - (a) Maintain in a hygienic and dry condition, a receptacle for refuse within his section;
 - (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) Place all refuse in the proper receptacle or refuse bin and shall not dump the refuse on the ground, whether next to the such receptacle or refuse bin or anywhere else on the common property;
- (d) Not place cardboard/carton boxes in the refuse bins provided, or dump on the common property at any time;
- (e) The refuse room is to remain clean and tidy at all times.

3. Vehicles

- (1) No owner or occupier shall park or stand any vehicle upon the common property, other than designated parking areas / sole utilisation areas, or permit or allow any vehicle to be parked or stored upon the common property, without the consent of the trustees in writing.
- (2) The trustees may cause to be removed, towed away or clamped, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property, as per clause (1) above, without the trustees consent.
- (3) 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 and, in this regard, the trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, if the vehicle does drip oil or brake fluid on to the common property.
- (4) No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, a sole utilisation area or in a section.
- (5) Numbered bays are limited and private and allocated to each unit. It is therefore imperative to park in your own demarcated bay.
- (6) Respect other resident's bays by not parking elsewhere than your own bay.
- (7) Privately parked trucks, trailers, boats and caravans are not permitted on the common property.
- (8) Visitors' vehicles are only to be parked in bays demarcated for visitors by "V", on a first- come- first- serve basis. These vehicles have to be in daily use.
- (9) Two vehicles per parking bay are not permitted as it infringes on the use of the common roadway.

- (10) The speed limit on the common property is 20km/h. Please exercise caution when turning blind corners in the complex.
- (11) Absolutely no public transport vehicle of any description may enter the complex, no matter the weather conditions.

4. Damage Alterations or Additions to the Common Property

- (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.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him, may install-
 - (a) Any locking device, safety gate, burglar bars or other safety device for the protection of his 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 the nature and device and the manner of its installation.
- (3) All additions, renovations and alterations must conform to the building guide plan.
- (4) Prior permission of the majority of Trustees to be obtained and the owner will be held responsible for installation repairs.
- (5) Alterations are to be done between 8h00 and 17h00 on weekdays, and between 10h00 and 14h00 on Saturdays, unless of an urgent nature.
- (6) No maintenance and alterations to be done on Sundays or public holidays.
- (7) The installation of television aerials, air conditioners, sun canopies, satellite dishes or any installation repairs of a similar nature is to be applied for and approved in writing by the Trustees before it is installed or it will be removed at the owner's risk and expense. The exact area allocated for installation will be indicated by the Trustees. Any item that has been installed will then become a permanent fixture and part of the common property. It may not be removed.
- (8) Burglar bars may be installed once written approval has been given from the trustees, and to be regularly maintained to keep the aesthetics of the complex to standard. These are to be painted in a colour to be confirmed.
- (9) Security gates are to be galvanized and colour to be confirmed.
- (10) Burglar Bars may only be fitted to the inside of the window frames.

5. Appearance for Outside

- (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, including balconies, patios, steps, and gardens which, at the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Balconies are only to be mopped down; no running water is to be used on upper units as this spills on units that are below you.
- (3) No washing may be hung out on balconies or in windows, or where visible from outside the unit.
- (4) No painting allowed on external walls, as these constitute part of the common property of the complex.
- (5) Occupants are responsible for the cleaning of windows and all broken windows must be repaired within 7 (seven) days.
- (6) All interior window coverings to be aesthetically presentable.
- (7) The owner or occupier of a section used for residential purposes shall keep clean all such section's exterior windows.

6. Signs and Notices

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or to a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

7. Littering

An owner or occupier of a section shall not deposit, throw, or permit or allow be depositing or throwing, onto the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. Laundry

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing line, nor hang any washing or laundry any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- (2) The laundry room is for the use of the occupants of the complex only.

- (3) Ensure that the laundry room is kept neat and tidy.
- (4) The Body Corporate will not be responsible for the loss of any clothing.
- (5) Heavy blankets, car seat covers, carpets and other heavy items are not to be washed in the machines.
- (6) No smoking is permitted in the laundry.
- (7) Tampering and or vandalizing of the machines will not be tolerated. Strict action will be taken against any offenders.

9. Storage of Inflammatory Material and other Dangerous Acts

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 on any insurance policy.

10. Letting of Units

- (1) All tenants/occupants 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.
- (2) No "TO LET" or "FOR SALE" signs may be erected in front of or anywhere else on the complex. Showing will only be allowed by appointment through the owner, who shall remain responsible for the conduct of the Selling or Letting Agents and their Clients and their observance of the Conduct Rules while viewing the property.
- (3) All owners must furnish the managing agent a copy of the lease agreement that has been concluded.
- (4) All owners must furnish with the lease agreement a copy of the conduct rules which has been signed by the tenant.
- (5) The lease agreement is to stipulate how many persons will be residing in the unit, which shall be limited to 2 persons per bedroom.
- (6) The owner must furnish full particulars of the tenant to the managing agent.

11. Eradication of Pests

(1) 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 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.

(2) Furthermore occupants must not feed birds, seagulls or any wild animal.

12. Noise

(1) Any level of noise that disturbs any other resident, including neighbours, (i.e. noise which can be heard outside the section), is totally unacceptable. This includes radios, TV's, Hi-Fi's, musical instruments, fireworks and parties. Strict action will be taken against offenders if deemed reasonable by the trustees.

(2) Should there be any exceptional cases when there is a particular reason for loud noise, (e.g. celebrations, alterations, etc.) the Body Corporate and Trustees should be informed beforehand, as well as neighbours likely to be affected.

13. Overcrowding

The maximum number of persons resident in a unit at any one time may not exceed two per bedroom (i.e. six per three-bedroom apartment).

14. Security

(1) Please ensure that security gates are shut after use as this is for your own protection and safety.

(2) Pedestrians are to use the pedestrian gate for entry and exit only, and not the main gate.

15. Children

(1) Children are welcome in the complex. Children should not to be unattended on the common property at any time.

(2) Children are not permitted to run or play on the stairways and passages.

(3) Please respect you fellow resident's privacy and quiet times, especially evenings and weekends.

16. Trustees

- (1) The Trustees of the Body Corporate are appointed to look after the matters of the complex. Please avoid disturbing them with matters that should be addressed directly with Owners and Letting Agents (issues internal to your unit).
- (2) The Trustees are there to serve the Body Corporate.
- (3) A list of trustees can be obtained from the managing agent.

17. Complaints and Communication:

- (1) Tenants are to lodge any complaints regards to internal matters to the owner or letting agent.
- (2) Owners can lodge their complaints, in writing only, to any Trustee or directly to the Managing Agent, Contact details at the entrance gate.

18. Wash Bay

- (1) A wash bay is provided in order for occupants to wash their vehicles, please refrain from washing your vehicles outside your units.
- (2) Ensure that after you have washed your vehicle that the wash bay is left clean.
- (3) The fire hydrants may NOT be used to wash vehicles under any circumstances.
- (4) The wash bay is not a parking bay, and no vehicle may be parked there while not being washed.
- (5) Notwithstanding the above, washing of vehicles shall not be allowed if, at such time, the local municipality has placed a prohibition on washing of vehicles.

19. Visitors

Visitors are your responsibility and may only park in the demarcated “V” Bays. It is your responsibility to ensure that your visitors do not park in a private parking bay or on the common property.

20. Alcohol and Drugs

- (1) No drugs may be used on common property.

- (2) Should any residents wish to consume alcohol outside their units on the common property, this will only be allowed if prior permission has been granted by a trustee and that any permission given treated respectfully and there is no abuse. Any permission granted may be withdrawn at the discretion of the trustees at any time.

21. Business

No one is permitted to operate a business from a unit.

22. Property Attendant

- (1) The property attendant is employed by the Body Corporate. Under no circumstance may he/she be approached for any private tasks during the week, only on a Saturday and Sunday.
- (2) All tasks of the property attendant should be approved by the Trustees.

23. Pot Plants and Gardens

- (1) Pot plants are not allowed on passage ways.
- (2) All pot plants on balconies and patios are to have drip trays to prevent spillage. These pot plants must be kept in white or terracotta pots, limited to 2 per unit and only on balconies not on the common property. Furthermore, the pot plants may not be higher than 50cm.
- (3) Litter or objects of any kind may not be thrown from balconies or windows onto the garden area.
- (4) Avoid fire hazards and do not throw cigarette ends over the balconies or put cigarettes out on common property.
- (5) Occupants or visitors are not permitted to remove or plant any plants on the common property.

24. Fire Hydrant

The fire hydrants outside each unit may NOT under any circumstance be used for anything but a fire emergency. Fines issued by the Fire Department amount to a minimum of R1 000, 00.

25. General

- (1) Please be aware that Trustees may take any reasonable step to enforce the Conduct Rules, and recover the costs thereof, together with any interest charged, from the owner of a unity within the complex.
- (2) Trustees may enter any unit at any reasonable time for maintenance purposes with the permission of the owner, which permission may not be unreasonably withheld.
- (3) No owner/occupier may use his section or any part of the common property for any activity, which may harm the reputation of the complex.
- (4) No owner or occupier may store any material or permit any dangerous act in the buildings or on common property.

26. Barbeques

- (1) Subject to clause 26 (2), no barbeques will be allowed inside the section, nor outside to include any balcony or any part of the common property.
- (2) Notwithstanding anything to the contrary contained herein, only residents occupying the ground floor units shall be permitted to barbeque, with charcoal only, in the garden of the respective section provided the smoke is not a nuisance to the neighbours.

27. Access to the complex

- (1) Any visitor or resident caught jumping over the walls or forcing their way through the gates will be charged a special levy of 20% of the annual levy and held liable for the cost of repairing any damage or re-painting.
- (2) Residents are requested not to allow access to anyone whom they don't know or cannot be identified.
- (3) Remote control units or access control disks, whichever is applicable, for the main gate and keys for the side gate are available from the Managing Agents.
- (4) All residents must supply the Managing agents with a completed resident's form.

28. Levies

- (1) Interest at the rate of 6% above prime will be charged on all levies not paid by the 7th day of the month.
- (2) In the event that levies are not paid by the 7th day of the month, the Trustees shall have the right to disable the remote control, of the main gate, of the resident occupying the respective unit of which the levies are in arrears.

- (3) Clause 28 (2) notwithstanding, the Trustees shall not deny the resident occupying the respective unit of which the levies are in arrears access through the pedestrian gate.

29. Breach and imposition of penalties

- (1) Any person who contravenes or fails to comply with any provision of these Conduct Rules, the Management Rules, the Sectional Titles Act, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these

Rules and will be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of penalties for each separate offence. The following standard procedural steps will be taken against owners/residents that do not abide by these Rules:

- I. Written warning;
- II. Written warning, advising of a penalty;
- III. Written warning, plus penalty;
- IV. Written warning, double penalty and invitation to Trustees meeting to defend allegations of breach;
- V. Legal action

- (3) In the event of a breach by the owner or owner's household, employees, invites guests, or, if applicable, tenant or tenant's household, employees, invites guests, the owner shall be liable for the payment of any penalty imposed.
- (4) In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of the provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- (5) Any penalty imposed on an owner/tenant, in terms of these rules, shall be a debt due and payable to the Body Corporate by the owner/tenant on demand and/or be added to the monthly levy account.
- (6) Penalty amounts are to be set annually at the Annual General Meeting.

- (7) Should an owner fail or refuse to comply with these Conduct Rules, the Body Corporate may take whatever action necessary and appropriate in the circumstances and recover from the owner any cost incurred in taking such action within prejudice to its rights to recover any fines or other penalties imposed.

- (8) The Body Corporate shall not be obliged to display these rules on a signboard in the complex and the lack of such a signboard shall not be a defence for the person contravenes or fails to comply with any provision of these Conduct Rules, the Management Rules, the Sectional Titles Act, or any conditions imposed by or directions given in terms of the Conduct Rules.

**PARKHILL PLACE
MANAGEMENT RULES**

**ADDITION TO THE MANAGEMENT RULES PRESCRIBED IN TERMS OF SECTION
35(2) (A) OF THE SECTIONAL TITLES ACT, 1986**

32. SOLE UTILISATION AREAS

(1) The Developer has, in terms of section 10(7) of the Sectional Titles Schemes Management Act, 2011, imposed the following additional Management Rule relating to sole utilisation areas:

- (a) There has been created, in favour of the owners of the sections from time to time, as set out in Annexure 1, being a schedule of the sole utilisation areas, the right to use of part of the common property for their sole utilisation.
- (b) A sole utilisation area entitles an owner and occupier of a section to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.
- (c) The sole utilisation area created shall be as follows:
 - (i) each parking bay reflected in Annexure 1 hereto attached shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure 1”.
- (d) The general provisions relating to the use of the sole utilisation areas are as follows:
 - (i) The parking bay may only be utilised for the parking-
 - motor vehicles;
 - light delivery vehicles;

The parking bay can only be utilised for parking of other vehicles with the prior written consent of the trustee, which may withhold such consent in their discretion, or grant such consent subject to such conditions as they may determine necessary.

- (ii) The owner entitled to the exclusive use of any sole utilisation area shall be obliged to maintain the sole utilisation area in all respects to the satisfaction of the trustees.

33. On the insistence of certain mortgagee banks granting home loans in the scheme, the following has been incorporated into the set of rules:

- (i) No loan agreements may be entered into by the body corporate unless notification is given and consented to by the respective mortgagee.
- (ii) No application may be made to the High Court of the appointment of an administrator of the body corporate unless notification is given to and noted by the respective mortgagees.

34. DISPUTES

- (1) Any disputes, question or difference arising at any time between members or members and trustees out of or in regard to
 - (a) matters arising out of these Rules; or
 - (b) the rights and duties of any parties mentioned in these Rules; or
 - (c) the interpretation of these Rules;

shall be dealt with in accordance with the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

- (2) Any disputes, question or difference arising at any time between the body corporate and the Parklands Home Owners Association out of or in regard to
 - (a) matters arising out of the Constitution of Parklands Home Owners Association; or
 - (b) the rights and duties of any parties mentioned in Constitution of Parklands Home Owners Association; or
 - (c) the interpretation of Constitution of Parklands Home Owners Association;

shall be dealt with in accordance with the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

- (2) In the event clause 34 (2) is in conflict with any clause in the Constitution of Parklands Home Owners Association, specifically clause 34 of the Constitution of Parklands Home Owners Association, then clause 34 (2) of these Rules shall take precedence.