

Roeland Square
Conduct Rules

CONDUCT RULES

RULES SUBSTITUTED BY THE DEVELOPER FOR THOSE
RULES AS CONTEMPLATED IN SECTION 35(2)(a) OF ACT
NO 95 OF 1986 AND BEING FOR THE CONTROL AND
MANAGEMENT OF THE BUILDING OR BUILDINGS
KNOWN AS ROELAND SQUARE NO.
SS 458/97, AND ERF 2404 VREDEHOEK, ON
WHICH THE BUILDING OR BUILDINGS ARE SITUATED.

SECTIONAL TITLES ACT (95/1986) ROELAND SQUARE

CONDUCT RULES

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

1. PRELIMINARY

The rules contained in this schedule shall not be added to, amended or repealed

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except by special resolution of the members of the Body Corporate in accordance with the Act.

2. INTERPRETATION

In the interpretation of these rules, unless the context otherwise indicates :

- 2.1 "Act" means the Sectional Titles Act No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder;
- "Trustee" includes an alternative trustee;
- "the Buildings" mean the Buildings to which these rules apply;
- "Owner" shall be deemed to include the tenant/occupier from time to time.
- 2.2 words and expressions used shall bear the meanings assigned to them in the Act;
- 2.3 words importing :
 - 2.3.1 the singular number only shall include the plural, and the converse shall also apply;
 - 2.3.2 the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders;
- 2.4 the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

3. IMPROVEMENTS ON OR TO THE COMMON PROPERTY

No duty shall be placed upon any Owners in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of Owners of sections or unless the relevant portion of the common property has in terms of any agreement with the body corporate or of any provision of the rules been reserved for or allocated to the private use of an Owner.

4. USAGE

- 4.1 Save with the prior written consent of the Trustees, which consent shall not be unreasonably withheld, no Owner shall use any section for any purpose other than for commercial purposes.

4.1.1

All Owners and occupants of sections shall ensure that their respective activities in and uses of the 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 house 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.

4.1.2

The Owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or occupant of the Buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant of the Buildings or member of the body corporate.

The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.

4.1.3

The Owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows.

4.1.4

An Owner shall not keep or do anything on the common property after notice in writing in that regard from the Trustees.

4.1.5

An Owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees first having been had and obtained.

4.1.6

An Owner shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the Trustees first having been had and obtained.

5. LETTING

An Owner may let or part with occupation of his unit, provided that :

5.1

no such letting and/or parting with occupation shall in any way release the Owner from any of his obligations to the body corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;

- 5.2 as a condition precedent to any such letting and/or parting with occupation, the Owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the body corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit;
- 5.3 no such lease, or parting with occupation, shall be for a period of less than 6 (six) months.

6. ANIMALS

No animals, reptiles or pets shall be kept or harboured in the Buildings unless the same in each instance be expressly permitted in writing by the Trustees. In no event shall animals be permitted in any of the public portions of the Building or any other part of the common property. In the event of any Owner or occupant securing permission to keep or harbour any animal or other pet on the premises, such person shall not allow such animal or other pet to foul the corridors, entrance or any other part of the common property or otherwise cause a nuisance. The Trustees shall have the right to require any such animal or other pet to be removed permanently from the Building where this rule is not observed.

7. AIRCONDITIONING UNITS AND TELEVISION AERIALS

No Owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy) any airconditioning equipment, or apparatus, or television aerial or equipment which requires attachment to the structure of the Building, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions, as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.

8. ALTERATIONS

- 8.1 The Owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, gas or steam pipes, electric conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
- 8.2 An Owner may place in the section at his own expense, any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the Building, subject always to the condition that the Owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring of the Building and shall at no stage do anything which is likely to endanger or jeopardise the safety of the Building.

- 8.3 No exterior blinds, awnings or other fittings shall be installed, save with the prior written approval of the Trustees. Blinds, awnings and other fittings which are visible to the public view shall at all times be maintained in a state of good repair and clean condition failing which the Trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the Owner. Colours and types of any blinds and awnings or of exterior paintwork on doors, windows, window frames, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the Trustees.
- 8.4 No Owner shall place or allow to be placed any signs, writing or notice in or upon any section of the common property except with the prior written consent of the Trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- 8.5 No work which causes undue noise may be carried out except between the hours of 7 a.m. and 5 p.m. on weekdays and 12 noon on Saturdays. In addition, an Owner shall procure that contractors avoid unduly noisy operations between 2 p.m. and 4 p.m. No work which causes undue noise shall be carried out on Sundays and Public Holidays.

9. SUBDIVISION

No Owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written approval of the Trustees of the body corporate, who, in giving such approval, may attach such conditions thereto as they in their discretion shall deem fit. In particular, no Owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.

10. ELECTRICITY

The Owner shall make his own arrangements with the Local Authority for the opening of an electricity current account and for the supply of such current and to pay for all electric light and current consumed in the section.

11. REFUSE REMOVAL

The Owner shall be responsible for the removal of all refuse and debris from his section. An Owner shall not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specially designated for the placing of refuse or rubbish either on the sectional plan or by the Trustees.

12. INSURANCE

- 12.1 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the Owner in question.
- 12.2 An Owner shall do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- 12.3 An Owner shall not store or harbour upon the common property or any part thereof or in his section, any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

13. CLEANERS

The Trustees of the body corporate are specially authorised to employ cleaners to keep all portions of the common property in a proper state of cleanliness and the costs of such employment shall be an administrative expense chargeable to the fund established by the body corporate; provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees or the body corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional Owner, who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition. No Owner may, in any circumstances, interfere with the schedule of times of service of sections and any complaints concerning section cleaning shall be made to the chairman of the Trustees of the body corporate in writing.

14. LAUNDRY

The Owner shall not allow any of his or her linen or clothing to be hung on the outside of any section or on the common property.

15. AUCTION SALES

The Owner shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances.

16. GAMES

No Owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the Buildings. No games, bicycle riding, skate board riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property.

17. HAZARDS

Water: An Owner shall take all such precautions as are possible, having regard to the plumbing system of the Building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.

18. SECURITY

Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the Trustees of the body corporate.

19. DAMAGE TO PROPERTY

No Owner or his guest shall cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof.

20. VEHICLES

- 20.1 No Owner or occupier shall wash, or permit or allow any vehicle to be washed upon the common property.
- 20.2 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.
- 20.3 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 onto the common property or in any way deface the common property.
- 20.4 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.