

## CONDUCT RULES

### APARTMENTS ON YORK

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**1. Animals, reptiles and birds.**

- 1.1 The owner or occupier of a section must not keep any animal, reptile or bird of any kind in a section or on the common property provided that the owner or occupier of a section may, with the trustees' prior written consent, which must not be unreasonably withheld, keep, within the relevant section, a domesticated bird in a cage designed for that purpose.
- 1.2 The trustees may provide for any reasonable condition in regard to the keeping of a domesticated bird in a section.
- 1.3 The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of subrule 1.2.

**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 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- 2.3 The owner or occupier of a section must—
  - 2.3.1 move the refuse receptacle referred to in sub-rule 2.2 to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
  - 2.3.2 ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

**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 on the relevant owner's exclusive use area or a parking bay allocated for visitors' parking.

3.2 A consent under sub-rule 3.1 must state the period for which it is given.

**4. Damage to common property.—**

4.1 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

4.2 An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.

4.3 The owner or occupier of a section must keep a device installed under sub-rule 4.2 in good order and repair.

**5. Appearance 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 unless the change is minor and does not detract from the appearance of the section or the common property.

5.2 The owner or occupier of a section must not, without the trustees' written consent—

5.2.1 erect washing lines on the common property;

5.2.2 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; or

5.2.3 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 6.2, 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—

6.2.1 the fuel tank of a vehicle, boat, generator or engine; or

6.2.2 a fuel tank or gas cylinder kept for domestic purposes provided the manner in which the fuel tank and/or gas cylinder is kept and the manner in which the fuel and/or gas is used complies with all applicable legislation and regulations.

**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.

**8. Eradication of pests.**

8.1 The owner of a section must keep the section free of all pests.

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.

8.3 The body corporate must recover the costs of the inspection and eradication from the owner of the section.

**9. Use of sections**

9.1 All sections may only be used as single residential properties and the number of occupants shall at all times be limited to the number of bedrooms in the relevant sections multiplied by two.

**10. Property Owner's Association**

The body corporate shall be a member of the 1 On York Property Owner's Association and shall be bound by the constitution of the association which shall include, but not be limited thereto, that the body corporate shall have to pay such levies to the association as may from time to time be determined by the Association.

**11. Pedestrian access to adjoining schemes**

11.1 The owners shall be obliged to allow the installation of pedestrian gates in the security fences on the common boundaries of the schemes known or to be known as Apartments On York, Town Houses On York and Group Housing On York in order to enable owners of all three schemes to have controlled access to the common property of the other schemes only for purposes of walking and running for exercise.

## 12. **Appointment of Service Provider**

12.1 The owners shall be obliged to do whatever may be required to have QS3 Facilities Management Proprietary Limited (Registration number: 2016/005584/07) ("**the Facilities Manager**") appointed in terms of the annexed Facility Management Agreement to attend to the following at the cost of the body corporate for such fees as will, from time to time, be determined in terms of the annexed Facility Management Agreement:

12.1.1 The acquisition of equipment;

12.1.2 The maintenance, repair and, when required, the replacement of anything that forms part of the common property of the scheme;

12.1.3 the installation of such devices as may be required to have the effect that water and an electricity supplied to a section in the scheme shall be supplied on the basis that prior payment shall have to be made (in other words: water and electricity shall be supplied on a so-called 'pre-paid' basis);

12.1.4 the installation of a security camera system and the repair, maintenance and replacement of same as and when required;

12.1.5 The installation of back-up water and electricity system and to, when same is used as a consequence of the non-supply by the municipality, either debit the body corporate with the cost of providing the water and electricity or the installation of a metering system enabling the consumption of each section to be measured in which case each owner of a section shall be billed for the cost of water and/or electricity consumed by it;

12.1.6 The installation of such systems as may be required to provide each section with the opportunity to connect to an optic fibre network in order to send and receive data (in the event that such a connection provided the means to receive television signals the installation of so-called TV dishes shall not be allowed.

## 13. **Allocation of payments**

Notwithstanding any allocation by an owner of a section in the scheme of any payment made to the body corporate and/or the Facilities Manager and/or the managing agent

(if any), each payment made by the relevant owner will be allocated firstly to amounts due to the body corporate in respect of contributions, special contributions and other charges (as contemplated in Management Rules 21(3) and 25), secondly to any due or unpaid interest and lastly for any purpose for which the relevant amount was paid to the body corporate or managing agent (if any).

#### 14. **Enforcement of rules**

14.1 For the purposes of this rule 14, '**rules**' shall include these Conduct Rules, the Management Rules prescribed in terms of section 10 (2) (a) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as amended and the 'house rules' which the trustees shall, in terms of these Conduct Rules, be entitled to impose and to, from time to time, amend.

14.2 Should an owner of a section or any person occupying the section of the relevant owner by, through or under the relevant owner breach any conduct, management or house rule the trustees shall be entitled, through their duly appointed representative to:

14.2.1 verbally communicate with the relevant owner in an endeavour to, in an amicable manner, procure that the owner rectifies the relevant breach but should such communication not have the desired effect then:

14.2.2 the relevant owner will be given written notice:

14.2.2.1 setting out the particulars of the relevant breach and the relevant owner will, in the written notice, be given a reasonable opportunity to either rectify the breach or respond to the complaint. The relevant owner will be given sufficient information and adequate detail regarding the nature of the breach as well as the specific provision of the rules that was, allegedly, breached in order to make it possible for the relevant owner to defend himself against the complaint; and

14.2.2.2 warning him that if he persists with such conduct or contravention for more than 3 (three) days after the date of the notice, a fine will be imposed (the amount of the relevant

prescribed fine relating to the relevant breach will form part of the notice);

14.2.3 if the relevant owner, after having received the notice contemplated in clause 14.2.2, does not cease the conduct complained of within the 3 (three) day notice period the trustees shall send a second notice to him pointing out that the contravention is continuing or has been repeated and inviting the relevant owner to a meeting of the trustees to be held not less than 14 (fourteen) days after the date of the notice at which meeting the relevant owner and/or his legal representative will be entitled to explain or defend his actions;

14.2.4 at the meeting of the trustees contemplated in clause 14.2.3 the relevant owner shall be allowed to state his side of the matter, call witnesses in his support and cross examine any witnesses the trustees might have to the transgression. The trustees shall then, in the absence of the relevant owner and witnesses, consider the evidence from both sides and all the circumstances and make a final decision on whether or not to impose a fine in an amount not exceeding R1 000,00 or, if the transgression is a continuous one a fine not exceeding R1 000,00 plus a further R200,00 for each day that the transgression is continued with after the 3 (three) day notice contemplated in rule 14.2.2.