

ANNEXURE 9

BRICK FIELDS SECTIONAL TITLE CODE OF CONDUCT RULES AND REGULATIONS (SECTION 35 (2) (b) OF THE SECTIONAL TITLES ACT NO. 95/1986)

1. PRELIMINARY

The rules contained in this schedule shall not be added to, amended or replaced except by special resolution of the members of the body corporate in accordance with the Act.

2. INTERPRETATION

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

- a) "Act" means the Sectional Titles Act No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder.
- b) "Body Corporate" shall mean the Body Corporate of Riverside Sectional Scheme
- c) The words used shall bear the meanings assigned to them in the Act.
- d) The "Buildings" shall mean the buildings to which the rules apply.
- e) "Owner" shall be deemed to include the tenant and/or occupant from time to time.

In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such dispute.

3. SCOPE AND NATURE

These rules shall be binding on the individual owners of units in the building inter se, and shall also bind the body corporate on the one hand and all such owners on the other.

4. VEHICLES

- 4.1 Every owner, occupant and their visitors and/or invitees shall exercise their right of use and enjoyment of the private or common roads, roadways and pavements, or any part of the common property as though the same were public and were accordingly subject to the disciplines prescribed or imposed by the Road Traffic Ordinance No. 21 of 1966, as amended, or any ordinance substituted therefore and by the regulations proclaimed thereunder.
- 4.2 Without detracting from the generality of that stipulated in paragraph 4.1 above, and notwithstanding the same:

- 4.2.1 No Owner or Occupant or their visitors and/or invitees shall drive a vehicle within the common property in any manner which creates a nuisance or a disturbance or is considered by the trustees to be contrary to the interests of safety;
- 4.2.2 No Owner or Occupant or their visitors and/or invitees shall drive a vehicle within the common property unless they be licensed drivers;
- 4.2.3 No Owner or Occupant or their visitors and/or invitees shall cause or permit a hooter or similar related instrument, device or mechanism to be sounded within the common property and/or exclusive use or allocated area other than in the event of an emergency;
- 4.2.4 No Owner or Occupant or their visitors and/or invitees 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 other than in or on those areas of the common property as are specifically indicated or approved by the body corporate for that purpose;
- 4.2.5 No Owner or Occupant or their visitors and/or invitees 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 in such a way and in such a manner as to obstruct the flow of traffic and access to and ingress from parking bays;
- 4.2.6 No Owner or Occupant or their visitors and/or invitees shall park or stand any vehicle upon common property, or permit or allow to be parked or stood upon the common property, any vehicle that is damaged or that is not roadworthy or that is not in general use without the written consent of the trustees having been had and obtained;
- 4.2.7 Owners and Occupants shall ensure that their vehicles and the vehicles of their visitors and/or invitees, do not and reasonably drip oil or brake fluid onto the common property or in any way deface the common property;
- 4.2.8 No Owner or Occupant or their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon common property, such as trucks, trailers, caravans, boats or other heavy vehicles, without the written consent of the trustees having been had and obtained;
- 4.2.9 No Owner or Occupant or their visitors and/or invitees shall be permitted to reside for any length of time in any caravan, trailer or mobile recreational vehicle;
- 4.2.10 No Owner and Occupant or their visitors and/or invitees shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property and /or exclusive use or allocated area;
- 4.2.11 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 and/or exclusive or allocated area in contravention of these rules;

- 4.2.12 An Owner and Occupant shall ensure that an exclusive use or allocated area and/or common property which has been allocated to them for personal use, for parking purposes, is not to be used by them, their visitors and/or invitees unless the Owner or Occupant is entitled to use such exclusive or allocated area and/or common property;
- 4.2.13 Parking of vehicles upon the common property and/or exclusive use or allocated area 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 and/or its agents and/or its representatives and/or any of their employees for any loss or damage of whatsoever nature which the Owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property or allocated area.
- 4.2.14 The speed limit imposed within the development of 25 kilometers per hour shall at all times be maintained by the owners and occupants and their visitors and/or invitees.
- 4.2.15 Bicycles, tricycles, roller skates, etc shall not be left on any portion of the common property, in particular not in any road way.

5. EXCLUSIVE USE AREAS

Exclusive Use Areas may only be owned by owners of units. Exclusive Use and/or allocated areas may only be used or let to Owners or lawful Occupants of sections.

6. LAUNDRY

An Owner or Occupant shall not, without the written consent of the trustees having been had and obtained, erect their own washing lines, nor place, nor hang any washing or laundry or other items on any part of the buildings or common property so as to be visible from the outside of the buildings or from any other section.

7. REFUSE

- 7.1 No refuse may be placed outside the door of a section or any other area of the common property except such areas designated for refuse;
- 7.2 An owner or occupant shall maintain, in an hygienic and dry condition, a receptacle for refuse within their section, exclusive use or allocated area or such part of the common property as may be authorized by the trustees in writing;

- 7.3 An owner or occupant shall ensure that before refuse is placed in such receptacle, it is securely wrapped , or in the case of tins or other containers, completely drained;
- 7.4 An owner or occupant shall, for the purposes of having the refuse collected, place such receptacle with the area and at the times designated by the trustees in writing;
- 7.5 An Owner or occupant, shall when the refuse has been collected, promptly return such receptacle to their section or other area referred to in paragraph 7.1 above.

8. NOISE / ANTI-SOCIAL BEHAVIOUR

- 8.1 Owners and Occupants shall ensure that their respective activities in and use 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 occupants of the buildings and in accordance with the rules and of the provisions of the Act. This rule shall likewise apply to the visitors and/or invitees and employees and/or servants of the owners and occupants while they are in the buildings and/or common property;
- 8.2 An owner or occupant 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 quiet enjoyment of their own premises or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or interest of any other owner or occupant of the buildings or member of the body corporate;
- 8.3 The use of radio, television sets, recording equipment, sound equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
- 8.4 All complaints with regard to the behavior of any occupant, visitor, invitee, employee or servant shall be directed by the trustees to the owner of that section. Any penalties incurred shall be the responsibility of the owner of that section.
- 8.5 An Owner or Occupant or their visitors and/or invitees shall properly supervise their children so that no provision of these rules is infringed by such children and that no damage or nuisance is caused to any owner, to the property of any owner or to the common property.

9. GAMES

No owner, occupant and their visitors and/or invitees shall cause or permit hitting, striking or throwing or bouncing of balls or other objects against any of the walls of the common property or of the buildings.

10. ANIMALS

- 10.1 An owner who resides in the section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property;
- 10.2 An occupier who is not an owner shall not keep any pet in the section or on the common property;
- 10.3 Notwithstanding rule 10.1 above, an owner who resides in a section may not keep more than 2 pets in a section or on the common property;
- 10.4 When granting such approval, the trustees may prescribe any reasonable condition. Such condition shall automatically include the following conditions:
 - 10.4.1 Dogs shall not be allowed on the common property unless they are on a leash and accompanied by the dog's owner;
 - 10.4.2 Dogs and cats must be neutered or spayed;
 - 10.4.3 A pet shall not constitute a nuisance to other occupiers. The trustees shall in their sole discretion determine what constitutes a nuisance in terms of this sub rule;
 - 10.4.4 The trustees may withdraw any approval if any breach of any condition prescribed under 10.4 above occurs.

11. NUMBER OF OCCUPANTS

A section may only be occupied by a limited amount of persons as approved by the trustees. To this effect the total number of occupants per section may not exceed the sum of two occupants per bedroom.

12. DOMESTIC EMPLOYEES

- 12.1 An owner or occupant of a section shall be responsible for the activities and conduct of their domestic employees and shall ensure that their domestic employees understand that they must not breach any rules, laws, or any local authority by law which may effect the scheme;
- 12.2 An owner or occupant of a section shall ensure that their domestic employees and their visitors and/or invitees do not loiter on the common property;

13. DAMAGE TO THE PROPERTY

- 13.1 An owner or occupant shall not cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof;

- 13.2 An owner or occupant who causes or permits any act which results in damage to or disfigurement of any section or common property shall be personally liable therefore insofar as the said damage or disfigurement is not covered by the body corporate insurance.

14. RENOVATIONS

Any owner or occupant wishing to undertake renovation to their section must apply to the body corporate for permission.

15. EXTERIOR OF BUILDINGS

- 15.1 Alterations, additions or decorations to the exterior of the sections or to any portion of the common property may not be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent;
- 15.2 No radio/television aerials or satellite dishes may be attached to the exterior of the buildings without the prior written consent of the trustees.
- 15.3 Requests for consent in terms hereof shall be made in writing to the trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location the proposed alteration, addition or decoration.
- 15.4 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 take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 15.5 If an owner or occupier of a section fails to comply with the provisions of 15.4 above and such failure persists for a period of 30 days after written notice to repair or maintain is 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.

16. INTERIOR OF BUILDINGS

An owner or occupant shall at all times be obliged to maintain their section in a good, clean and habitable order and condition, and shall be responsible for all internal painting, maintenance, inclusive of blockage of sewers, sanitary equipment and connections and repairs of whatsoever nature including repairs to doors and windows.

17. INTERIOR OF SECTION

- 17.1 Any structural alterations which serve more than one section and/or common property including any alterations to plumbing and electrical installations and to the interior of units may not be carried out without the prior written consent of the trustees after approval has been obtained by the owner or occupier of the section from the local authority;

- 17.2 Any interior alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighboring sections;
- 17.3 An owner or occupier of a section shall not however, be entitled to interfere with the electrical installations and plug points.

18. APPEARANCE FROM THE OUTSIDE

The owner or occupant of the section shall not place or do anything on any part of the common property, including balconies, terraces and gardens which, in the discretion of the trustees, is as aesthetically displeasing or undesirable when viewed from the outside of the section.

19. SIGNS AND NOTICES

No owner or occupant 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 of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

20. LITTERING

An owner or occupant of a section 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 or any other litter whatsoever.

21. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 21.1 An owner or occupant 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;
- 21.2 An owner or occupant 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 or which may tend to vitiate any such insurance policy which may result in the incurring of any expenditure by the body corporate or such other owner or occupant attributable to their act or default.

22. LETTING AND RESALE OF UNITS

- 22.1 An owner may let or part with occupation of their section provided that no such letting and/or parting with occupation shall in any way release the owner from any of their obligations to the body corporate hereunder or in terms of the rules or any house rules made in terms thereof or the Act;

- 22.2 An owner may let or part with occupation of their section provided that 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 rules and regulations 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.

23. NO SALE OR LETTING OF TIMESHARE RIGHTS

No owner may let their section on a time share basis, in other words, no owner may be permitted to sell a right to any person to occupy the section or any part thereof for a certain limited time on an annual basis.

24. ERADICATION OF PESTS

An owner or occupant of a section shall keep their section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agents, and their duly authorized agents or employees, to enter their section from time to time for the purpose of inspecting the section and taking such actions as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradication of any pests as may be from within the section, and 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 or occupant of the section concerned.

25. AUCTION SALES

An owner or occupant shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances without the prior consent of the trustees having first been obtained.

26. INSURANCE

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 or occupant in question.

27. ADMINISTRATIVE CHARGES

Any person transgressing the body corporate rules will incur an administrative charge in an amount to be determined by the trustees of the body corporate from time to time, Criminal, and/or civil charges may also be brought against him.

28. MEMBERSHIP OF RIVERSIDE LIFESTYLE ESTATE HOMEOWNERS

ASSOCIATION

- 28.1 An owner shall automatically become a member of the Riverside Lifestyle Estate Home Owners Association and shall be bound by the constitution of the said association and any rules imposed by the said constitution.
- 28.2 An owner shall not, in addition to the levy payable in terms hereof, pay an additional levy to the Home Owners Association. The body corporate shall be responsible for the payment of all levies of owners to the Home Owners Association.
- 28.3 The levy to be charged by the Home Owners Association to the body corporate shall not exceed 30% of the levy charged by the Home Owners Association to its members, who are not members of the Brick Fields Body Corporate.
- 28.4 Any alteration in the percentage levy charged by the Home Owners Association to members of the body corporate can only be altered with the consent of the developer and its successors in title or assigns.

29. MEMBERSHIP OF RECREATIONAL AMENITIES

- 29.1 It is recorded that every registered owner shall automatically acquire 1 (one) family recreational amenity membership of the Brick Fields Sectional Scheme.
- 29.2 The family recreational amenity membership shall entitle the owner or occupant, to nominate two persons as members, which membership shall be for a minimum of 6 months. In the event of the owner or occupant wishing to acquire additional membership, such additional membership shall be determined by the trustees in their sole discretion.
- 29.3 The owner, occupant or nominated persons shall be liable for all obligations attached to the recreational amenities membership, including payment of subscriptions and fees, which the body corporate shall be entitled to include in its monthly levies.

30. INDEMNITY

The body corporate shall not be held responsible for any damage to an owner's property or injury to any owner, occupant their visitors and/or invitees.