

**BELLE AIRE PLACE  
CONDUCT RULES  
October 2011**

**INTRODUCTION**

Welcome to Belle Aire Place! For your ease of mind and information, we enclose a copy of the Conduct Rules and would appreciate it if you would familiarise yourself with them, and comply with these rules.

It is the aim of your Trustees to provide the carefree atmosphere that you envisaged when you either purchased or rented a unit. But in order to achieve this, these Conduct Rules are necessary, and after careful consideration and discussion with the Body Corporate, have been imposed on all Belle Aire Place residents.

These rules have been established to promote neighbourly relationships and to protect owners. Living in close proximity with your neighbours makes one more aware of their activities, and them of yours! This therefore requires more care and consideration of everyone, for everyone residing in the complex.

It is in the interest of all owners that the Conduct Rules are complied with, not only to the letter of the Rule, but in the spirit of townhouse living and in a way that will promote harmony among residents.

In the event of annoyance, irritation or complaints occurring between residents of units, an attempt shall first be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be solved amicably between the parties, the matter should be brought to the attention of the Trustees in writing. The Trustees may require that a complaint be submitted to them in the form of an affidavit before they can act on it.

Restrictions do have a positive connotation . the benefits and protection that you can obtain from their existence and enforcement.

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## **BELLE AIRE BODY CORPORATE**

Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.

For the purpose of these Rules the term clause shall include all sub-clauses.

Where the word ~~he~~/his+ is used in any rule, it includes ~~her~~/hers+ or any company or close corporation which is the registered owner of a unit in Belle Aire Place.

In terms of the Sectional Titles Act 95 of 1986 the following applies:

Duties of owners and occupiers of units:

### **A1 STATUTORY AND GENERAL**

An owner:

1. shall not use his unit, exclusive use area or any other part of the common property, or permit it to be used, in such a manner as to be a nuisance to any other owner or as shall be injurious to the good name of the complex;
2. shall not contravene, or permit the contravention of, any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the common property, or contravene or permit the contravention of the conditions of title applicable to his unit or to his exclusive use area;
3. shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of their unit, the common property or any exclusive use area;
4. shall not do anything to his unit or exclusive use area which is likely to prejudice the aesthetic appearance of the building;
5. shall, when the purpose for which an exclusive use area is intended to be used, as shown expressly or by implication on or by registered sectional plan, or as created in terms of the rules of the Body Corporate, not use, nor permit such exclusive use area to be used, for any other purpose, except with the written consent of the Trustees.
6. shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the Trustees, which shall not be unreasonably withheld. This will be subject to aesthetics, as well as any council by-laws.

### **A2 BINDING NATURE**

The provision of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property shall be binding on the owner of any unit and any lessee or other occupant of any unit, and it shall be the duty of the owner to

ensure compliance with the rules by his lessee or occupant including employees, guests and any member of his family, his lessee or his occupant.

Without derogating from the provisions and generalities of the prescribed General Rules pertaining to duties of owners and occupants, further provision of the control, management, use and enjoyment of the units and common property shall be as set out.

## **1. ACCESS CONTROL**

- 1.1 No persons are to buzz other tenants or owners units at the gate if they have forgotten their access tags in their units.
- 1.2 At peak periods, the guards may be allowed to open the gates for entrance to the complex to vehicles displaying the Belle Aire Place access disk. Any vehicles not displaying a Belle Aire Place disk, will be requested to fill in the visitor's book, this includes owners who do not display their disk and the entrance must be sanctioned via the gate intercom to the unit concerned. If no answer is received from a unit via the intercom, or no written instruction has been left at the entrance advising of the visit, access will be denied. The Trustees are empowered to alter or modify this rule from time to time as circumstances dictate
- 1.3 Domestic Workers will be required to be registered with security and sign in and out daily and to comply with the current rules regarding registration. Domestic workers will not be permitted to sign in visitors.
- 1.4 To minimise the security risk at Belle Aire Place, owners or residents must inform the Trustees/caretaker of any contractor/service provider engaged by them to carry out work within their unit/exclusive use area. The contractor/service provider must not use this as an opportunity to tout for additional business from other residents. (See clause 1.8). The contractors will require a letter from the resident authorising them to work on the relevant unit, and will not be allowed onto the property without authorisation. The trustees may at their discretion insist that the worker(s) is/are overseen by the owner.
- 1.5 Persons entering or exiting the complex may be subject to a search by security personnel. Any goods given by an owner/resident to a third party must be accompanied by a letter clearly describing such goods and authorizing the third party to remove them from the premises. The trustees request that they are notified of any owners/tenants vacating their units
- 1.6 No owner or occupier may in any way whatsoever interfere with or give instructions to any of the security personnel employed by the Body Corporate to safeguard the complex. In particular, no owner or occupier shall instruct any of the security personnel to:
  - perform any task for him, other than in an emergency;
  - wash cars, clean any part of his section or any other part of the Common Property.
- 1.7 The requirements of the Site Security Procedure Manual, compiled by the security service provider and trustees, must be obeyed at all times.
- 1.8 No person will be granted access to the complex for the purpose of going floor to floor for any reason whatsoever, such as (but not limited to) selling, market research, fund raising, religious or political canvassing, flyer distribution etc.

- 1.9 Any search of person or property must be carried out strictly in accordance with the search procedures set out in the Security Site Procedure Manual that is in force at the time of the required search.
- 1.10 All owners and residents will be required to complete and return to the caretaker/trustee a 'contact details' form. Mandatory data will include, but may not be limited to, name, unit number, home and work phone numbers, cell phone number, email (if applicable), vehicle registration numbers. Optional requirements will include details of next of kin, medical aid membership number etc

## **2. BALCONIES / PATIOS**

- 2.1 Balconies/patios may be washed down by bucket, with the proviso that the amount of water used must not cause a torrent of water onto units below, thereby causing damage to units or occupants of units below. Cleaning solutions must be minimal so as not to cause damage to gardens below.
- 2.2 The outlet pipes on balconies and patios are to be kept obstruction free by the occupier of the unit.
- 2.3 Braais are allowed on balconies/patios, and braai facilities at the pool area are provided. As the patios are visible to neighbours, no built-in braais are permitted unless prior permission is obtained, in writing, from the trustees. The trustees reserve the right to dictate the style/type of braai particularly if visible from other units.
- 2.4 No mops, brooms or the like may be stored on balconies or patios.
- 2.5 Please refer to Section 13 regarding laundry on balconies/patios.

## **3. BEHAVIOUR OF CHILDREN, EMPLOYEES AND VISITORS**

- 3.1 Residents must supervise their children and the children of visitors at all times to ensure that no damage is caused to the common property or nuisance caused to other residents, nor littering allowed.
- 3.2 Owners must ensure that occupants, visitors, employees and children do not interfere with fire fighting equipment, plants, light fittings garden furniture, water features, or any other equipment in Belle Aire Place.
- 3.3 Owners or occupants of units will be held responsible if they or their visitors, children or employees cause damage or loss of any kind whatsoever in any part of Belle Aire Place.
- 3.4 There is an enclosed play area for children. Children are not allowed to ride tricycles, bicycles, skate boards, roller blades etc., or play on the common property, parking areas or anywhere near the entrance gate of Belle Aire Place. It is requested that children be supervised at all times by an adult/parent. **This rule has been made for the safety of your children. Please ensure that the children do not create disturbance or noise so as to disturb residents.**
- 3.5 Should the Body Corporate face any legal action or incur any legal expense or penalty as a result of excessive occupancy or misbehaviour by any owner or his

employee, lessee, or visitor or child of any of the aforesaid, the owner will be held liable for any cost, loss or damage incurred by the Body Corporate.

#### **4. BUILDING: APPEARANCE FROM OUTSIDE**

- 4.1 The owner or occupier of a unit shall not place or do anything on any part of the common property or exclusive use area, including balconies, patios, external walls, stoeps and gardens, which at the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the unit or above. Prior permission is to be obtained in writing before any alterations are carried out. Should the trustees not approve of any illegal installation, the removal thereof and repair of the common property will be for the owner's expense.
- 4.2 No burglar bars or security gates may be installed without the written permission of the Trustees. All external gates must conform to the complex aesthetics. Internals viewed from outside e.g. bars in windows, require trustee approval. Colour as well as style may be dictated to conform to the rest of the complex.
- 4.3 All security gates and burglar proofing installed in an opening may not be removed when that section is vacated as it forms part and parcel of the property.

#### **5. BUILDING: DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 5.1 An owner or occupier of a unit 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.
- 5.2 Notwithstanding the sub rule above, an owner or person authorised by him, may install:
  - 5.2.1 Any locking device, safety gate, burglar bars or other safety device for the protection of his unit; or
  - 5.2.2 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 of the device and the manner of its installation, bearing in mind the aesthetic appearance of the complex.

#### **6. BUILDING: INTERIOR AND EXTERIOR ALTERATIONS INCLUDING AERIALS / SATELLITE DISHES FOR RADIOS AND TELEVISION**

- 6.1 Before any structural alterations are undertaken, the period within which the work must be completed must be agreed with the Trustees and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the deadline or if the common property is damaged.
- 6.2 Any alteration shall be carried out at reasonable hours (Monday to Friday from 07h30 to 17h00 and on Saturdays between 09h00 and 14h00, with no noisy work being carried out on Sundays or Public Holidays) and shall not cause any undue disturbance to owners or occupiers of neighbouring sections.
- 6.3 Subject to the above rules, alterations, additions or decorations to the exterior of the units, including radio/television aerials and satellite dishes, or to exclusive use

areas, or to any other 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. Should there, in the opinion of the Trustees, be a possibility that an alteration or addition may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986, the Trustees may require a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition. Please allow adequate time for such approvals.

- 6.4 Requests for consent to alterations in terms of Section 24 of the Sectional Titles Act, 1986, must be made in writing to the Trustees and must be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.
- 6.5 An owner or occupier (including his successor-in-title) of a section shall be obliged to maintain all alterations, additions and/or decorations made by him to the exterior of his unit at his cost, including, but not limited to any alterations on patios, and in gardens in a state of good order and repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 6.6 If an owner or occupier of a unit fails to comply with the provision of the abovementioned rule and such failure persists for a period of 30 days after written notice to repair/maintain given by the Trustees or Managing Agents, the Body Corporate shall be entitled to remedy the owner's failure in question in such a manner as it deems fit and to recover the cost of so doing from such owner.
- 6.7 Notwithstanding any approval granted by the Trustees in writing, no alteration or decoration to the exterior of a unit may be undertaken until any permit or approval required from any relevant authority has been obtained. It is the duty and responsibility of the owner of the unit concerned to obtain such necessary permit or approvals from the relevant authority.
- 6.8 Should any alteration, addition or decoration obstruct any employee or contractor of the Body Corporate from performing any work on the common property or common services, the owner or occupier concerned shall be liable for any additional costs incurred by the Body Corporate in the performing of such work. Should this not be suitable the trustees may require that such obstruction be removed, at the expense of the owner.
- 6.9 No structural alteration to interior of units which may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986, including any alterations to plumbing and electrical installations may be carried out without prior written consent of the Trustees or the approval of the municipal authorities. The Trustees may require a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alterations or additions.
- 6.10 An owner or occupier of a unit shall not be entitled to interfere with electrical installations and plug points in the section, unless such work is undertaken by a licensed technician and prior written approval has been obtained from the trustees.
- 6.11 Interior repairs and maintenance, including geysers and hot water systems, are the responsibility of the owner or occupier of that unit and neither the supervisor, nor the

managing agents, nor any employee of the Body Corporate are to be requested to attend to such matters.

- 6.12 In the event of a contractor damaging any part of the common property while doing his work, this damage must be reported and will be inspected by the caretaker/trustees, managing agents and recorded in writing and signed by the owner or the contractor or the domestic staff. Should it become apparent after the completion of the work by the contractor or others that damage has been caused, the owner concerned shall be responsible to the Body Corporate for the cost of any repairs required.
- 6.13 A resident shall keep and maintain the sewerage pipes, water pipes and drains in his unit free from obstructions and blockages and generally in a good state of repair. Owners are responsible for the plumbing from the stopcock into their units. The body corporate is responsible from common property up to and including the stopcock.
- 6.14 Upstairs units: When floors that are above a downstairs unit bedroom, are refurbished/replaced, the new flooring must be of a soundproof nature, such as carpeting. This is to cause minimal disturbance to downstairs residents.

## **7. BUILDING: OWNER'S FAILURE TO MAINTAIN**

If an owner:

- 7.1 (I) fails to repair or maintain his unit in a state of good repair as required by the Sectional Titles Act 95 of 1986; or
- (ii) fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment;

and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Trustees or the managing agent on their behalf, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

## **8. BUSINESS, AUCTIONS AND JUMBLE SALES**

- 8.1 No business or trade of any nature may be conducted in a unit or on the common property.
- 8.2 No auctions or jumble sales may be held on the common property or in a unit without the written approval of the Trustees.

## **9. DOMESTICS AND PRIVATE STAFF**

- 9.1 An owner or occupier of a unit shall be responsible for the activities and conduct of his private employees, specifically and especially chargs, maids and gardeners and such, and shall ensure that such employees understand and do not breach any rules, national or provincial legislation or local authority by-laws which may affect the scheme.
- 9.2 Employees are not allowed to loiter on the common property, nor cause undue noise within units or on the common property or elsewhere. They are not permitted visitors unless authorised by the unit owner.

9.3 Any owner or occupier whose private employee consistently fails to abide by the Conduct Rules may be requested by a trustee/caretaker to remove such employee from the property if so instructed in writing by the Trustees.

9.4 No owner or occupier of a unit may request personal duties to be performed by any member of Belle Aire Place staff employed by the Body Corporate during working hours without prior consent of the trustees.

## **10. FIREARMS / THROWING OF STONES / FIREWORKS**

10.1 No firearms, pellet guns or weapons of any nature whatsoever or fireworks may be discharged in Belle Aire Place either in gardens, in units or on common property.

10.2 No stones or solid objects may be thrown or propelled in Belle Aire Place.

## **11. FIRE FIGHTING EQUIPMENT**

11.1 An owner or occupier of a unit shall not under any circumstances, except in the case of fire, break the seal on any of the fire fighting equipment in the complex. Any person found tampering with the seals or breaking the seals or in any way using the fire fighting equipment for any other purpose other than that for which it was intended, will be fined the fee it will cost the Body Corporate to have the fire fighting equipment inspected and resealed.

## **12. GARDENS**

12.1 An owner or occupier of a unit shall maintain his garden purposes, if any, in a neat and tidy condition.

12.2 In the event that lawns are mowed by employees of Belle Aire Place or any agents appointed to be look after gardens, the lawns will not be mowed if animal excrement is evident on the lawn. Occupiers will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the owner will be responsible for the mowing of the lawn.

12.3 No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the common property which are not part of any exclusive use area, and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Trustees.

12.4 Garden tools and other equipment shall not be stored in any place where they will be viewed from other units or any portion of the common property

12.5 Watering of gardens is to be done by the owners/occupiers, and all local authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The Trustees or the managing agents will not be liable for any fines imposed by the local authority on any owner or occupant found not adhering to special regulations such as water restrictions.

12.6 Plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Trustees. Failure to respond can result in the trustees requesting garden services to carry out such trimming as they deem necessary. Costs for

garden services trimming of excessive growth and or repair of such damage will be for the owner's account.

- 12.7 Residents watering plants on balconies are to ensure that no excessive over-watering occurs which will cause inconvenience or damage to units below.
- 12.8 Owners must ensure that no vegetation in their garden encroaches on the electric security fence, or may come in contact with the fence as a result of wind or rain etc. Any resultant cost of repair to the fence will be for the owner's account.
- 12.9 It is the owner's responsibility to ensure that no vegetation planted in his garden is likely to cause damage to common property (walling, water pipes, driveway paving etc.), either by way of extensive root systems, falling branches, lightning strikes or any other cause. Repair of such damage will be for the owner's account.
- 12.10 It is the owner's responsibility to ensure that no vegetation in his garden is on any government, municipal or relevant schedule, being listed as a banned, alien or undesirable species. Any fines levied by the relevant authority will be for the owner's account.

### 13. LAUNDRY

- 13.1 An owner or occupier of a unit shall not, without the prior written consent of the Trustees, erect his own washing lines, nor place or hang any washing or laundry or any other items on any part of the building or the common property where it is visible from outside the building or from any other unit.
- 13.2 Any washing hung out to dry, in the designated washing line areas, is at the sole risk of the owner thereof.
- 13.3 No washing may be hung out to dry on balconies, or over balcony walls or railings.
- 13.4 No washing may be hung in windows. All washing is to be hung on washing lines installed for this purpose.

### 14. LETTING OF UNITS

- 14.1 All tenants of units or other persons granted rights of occupancy by any owner of the 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.
- 14.2 The owner of a unit shall be obliged to provide the tenant with copy of the Conduct Rules, obtainable from the caretaker or Managing Agents, and ensure that the tenant of his unit or other person granted rights of occupancy by him is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant or rights of occupancy. The body corporate, managing agent or caretaker may levy a charge for printing copies of the Conduct Rules. The owner further undertakes that all lease(s) of his unit(s) shall contain a term in the following words or to a similar effect: **"The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for this Body Corporate. The lessee agrees and undertakes to be bound thereby and to comply therewith in all respects."**
- 14.3 For security reasons, the owner of a unit shall be obliged to notify the Trustees in writing within 14 days of the date of conclusion of a lease of his unit of the full

names and contact details of the tenant and of the period of the lease. The owner may delegate this duty to the agent managing the lease of the prospective tenant. Similarly, an owner shall forthwith notify the Trustees in writing of the full names of any other person granted rights of occupancy. Contact details such include, but may not be limited to: home phone number, office phone number, cell phone number, vehicle registration(s), postal and email addresses.

14.4 The number of persons who permanently reside in a unit shall be limited to and in terms of the applicable local authority law.

## **15. LITTERING**

15.1 An owner or occupant of a unit shall not deposit, throw or permit or allow to be deposited or thrown, on the common property any rubbish, including excrement, dirt, cigarette butts, food scraps or any other litter whatsoever. Any litter dropped on the common property will be removed at the owner's expense.

## **16. LOSS OR DAMAGE**

16.1 The Body Corporate/managing agents/supervisor/trustees and/or Body Corporate staff 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, or his employee or staff 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 or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, staff, agents or contractors.

16.2 The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and the delivery or non-delivery of goods, postal matter or other property.

## **17. MOTOR VEHICLES, USE OF DRIVEWAYS, PARKING AREAS AND GARAGES**

17.1 All road signs on the common property shall be obeyed, and particularly the speed limit of 15 km/h.

17.2 Vehicles may not be driven within the common property in any manner that creates a nuisance or is considered by the Body Corporate not to be in the interest of safety. Drivers must be aware at all times that the complex is a residential family environment, and must realize that pedestrians and children will also be using the driveways.

17.3 Unlicensed persons are not permitted to drive any vehicle within the common property.

17.4 Hooters shall not be sounded within the common property other than in emergencies. Similarly engines are not to be revved excessively.

17.5 Only vehicles licensed for general public use may be driven within the complex grounds. No quad bikes, go-carts, motor cycles or similar vehicles of any description whatsoever may be ridden/driven within the complex grounds for recreation or testing purposes.

- 17.6 Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access to and egress from garages, carports and parking bays is not obstructed. Parking on the lawns is prohibited and damaged lawns or gardens will be for the account of the owner of the vehicle and/or the owner of the unit..
- 17.7 One vehicle may not occupy two visitor parking bays.
- 17.8 Two vehicles may not be parked in one parking bay or garage if they protrude beyond the designated parking area. Where instances allow 2 vehicles to park one behind the other in a parking bay (outside certain 3 bedroom units), this will be permitted provided the owner of that unit gives his approval.
- 17.9 A resident shall not at any time use a carport or parking bay other than for the parking of a motor vehicle. No parking bay or carport shall be used for the dumping of builders rubble or any other rubbish, nor for the storage of any items such as 4 wheelers, canoes etc.
- 17.10 Numbered and covered carports are reserved strictly for the use of owners and/or residents. Visitors may only park in the unmarked visitors parking areas.
- 17.11 Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid onto the common property (including shadeports) or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees in writing. The owner is responsible for cleaning/repairing any common property that is dirtied/damaged by such vehicle, and failure to do so will result in the trustees arranging for such cleaning/repair, at the owner's expense.
- 17.12 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on any portion of the common property without the prior written consent of the Trustees. All of the abovementioned shall be registered with the Trustees and display the Belle Aire Place resident's disk. The Trustees may instruct that any of the above vehicles parked, standing or abandoned on the common property in contravention of these rules be removed or towed away, at the risk and expense of the owner. Should the number of vehicles per unit, or the total number of bays occupied per unit, exceed two, permission must be obtained from the trustees for the parking of such extra vehicles or use of such extra bays. A monthly charge will be levied and will be re-evaluated each year.
- 17.13 No person may dismantle or effect major repairs to any vehicles on any portion of the common property, including carports.
- 17.14 Washing of vehicles is permitted, but fire hoses may under no circumstances be used for this purpose.
- 17.15 Trustees may instruct that any vehicles parked, standing or abandoned on the common property in contravention of these rules be removed or towed off the property, at the risk and expense of the owner and without further notice to the owner thereof.
- 17.16 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle. No liability shall attach to the Body Corporate or its agents or any of their

employees for any loss or damage of whatever nature arising from parking on the property.

- 17.17 Car alarms that are triggered must be attended to by the owner of the vehicle immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the residents in the complex every reasonable effort must be made to contact the owner. Failure to locate the owner will entitle the caretaker/trustee to have the alarm switched off by such means as to cause the least or minimal damage to the vehicle/alarm. Any costs incurred will be for the vehicle owner's account. The time of day and level of disturbance must be carefully considered before taking such steps. All residents must leave valid contact details with the trustees (see clause 1.10).
- 17.18 No vehicle is to be left unattended whilst idling. Lengthy idling can be a noise and pollution nuisance to neighbours, and can be a safety risk should a child gain access to the vehicle.

## **18. MOVING IN AND MOVING OUT**

- 18.1 Should any damage have been caused to any part of the common property by an owner/occupier when moving in or moving out of the complex, the owner/occupier concerned shall be responsible to the Body Corporate for the cost of any repairs required and shall report such damage to the caretaker/trustees.
- 18.2 It is the owner's responsibility to notify the trustees/caretaker, in advance, of any changes in tenants (moving in or out) in their unit(s). The caretaker/trustees must then inform the Gate Security, in order that they are aware of legitimate movements of furniture etc. in or out of the complex.

## **19. NOISE**

- 19.1 An owner or occupier of a unit shall ensure that he and his visitors and guests do not make or cause undue noise at any time. This rule applies to the building, common property and the swimming pool areas. Excessive noise which is not ceased on request from fellow residents is to be reported to the South African Police Services as disturbance of the peace.
- 19.2 All noisy work and especially construction, is limited to weekdays between 07h30 and 17h00, and on Saturdays between 09h00 and 14h00 with no noisy work to be undertaken on Sundays or Public Holidays. Under no circumstances is gutting of any nature allowed on Saturdays, Sundays or Public Holidays. Any knocking of nails and hanging of pictures should be done at a reasonable hour so as not to disturb neighbours.
- 19.3 No owners or occupant of a unit shall do, or permit to be done, or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other owner or occupants of the complex including the loud playing of any musical instrument, radios, record players, compact disc players, television sets and videos. These must be used in such a manner that they **cannot** be heard in the adjoining sections or on the common property.
- 19.4 Social functions are to be limited to a manageable size and noise level having due regard for neighbours, and the size of the unit where the function is to be held.

19.5 Belle Aire Place staff and private employees must make every effort to perform their duties quietly and avoid disturbance on any part of the common property.

19.6 Loud music and party noises must return to levels that do not disturb other residents by:

Sunday . Thursday	22h00
Friday - Saturday	Midnight

## **20. PESTS: ERADICATION THEREOF**

20.1 An owner shall keep his unit free from white ants, cockroaches, borer and other wood destroying or other insects and to this end shall permit the trustees, caretaker, the managing agents and its duly authorised agents or employees, to enter his unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection or eradication of any pests as may be found within the unit, replacement of any woodwork or other material forming part of such unit which may be damaged by any such pests, shall be borne by the owner of the unit concerned.

## **21. PETS: ANIMALS, REPTILES AND BIRDS**

21.1 No pets other than those correctly registered with the trustees are allowed within the confines of Belle Aire Place.

21.2 Permission to house a pet may only be given by the Trustees, and in so doing the Trustees can prescribe any reasonable conditions. Any permission given by the Trustees to house pets may be revoked at any stage by the Trustees at their discretion.

21.3 Cats and dogs must wear collars and tags at all times. These tags must provide the name of the owner, unit number and telephone number. Any pet found unaccompanied or unidentified in the complex will be removed. Cost incurred as result of such a removal, such as capture and kennel fees, shall be borne by the owner or occupier of the unit where the pet was accommodated.

21.4 The Body Corporate, Trustees, Managing Agents or its appointed employees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier of the unit, the owner of the pet or any other person. Animals that have had chips implanted are not exempt from this rule.

21.5 All garden gates are to be padlocked on units where dogs are kept.

21.6 Pets must not cause a disturbance at any time. Should an animal cause a disturbance and an owner be warned, in writing by the Body Corporate, Trustees or the managing agents, to stop the disturbance, and it continues, the permission to house the animal will be withdrawn by the Trustees and the pet is to be removed. Should the pet not be removed by the owner after written warning, arrangements will be made for the pet to be removed at the cost of the owner of the pet.

21.7 Owners of pets shall be responsible for the removal of their animal's excrement within their exclusive use areas as well as from the common property. Excrement

is to be removed from the common property immediately so as not to be unsightly to fellow residents. Owners shall also ensure that excrement within their exclusive use areas shall not cause a nuisance or be unsightly. Gardens are to be cleaned daily of pet excrement. Failure to clean up may result in permission being removed. Dog's excrement not cleaned up will be removed at a charge to the owner of the pet.

- 21.8 Dogs must be leashed and properly controlled when on the common property.
- 21.9 Cats and dogs which have not been neutered or spayed may not be kept in the complex. Certificates guaranteeing spaying/neutering are to be submitted to the Trustees/managing agents when asking permission to keep the pet. Should the pet be too young to be spayed/neutered, a certificate proving the spaying/neutering should be handed to the Trustees/managing agents within a year of gaining permission to keep the pet. Should such a certificate not be provided, the permission to keep the pet will be withdrawn.
- 21.10 Vicious animals of any nature may not be kept in any unit or on the common property, whether caged or not.
- 21.11 Dogs of breeds that are behaviorally inappropriate or incompatible with the environment will not be allowed.
- 21.12 Aviaries are not permitted.
- 21.13 The Body Corporate, Trustees, managing agents or its appointed employees shall not be liable for any injury to any pet in the complex, including the common property and driveways.
- 21.14 With regards to the number of pets, the policy at Belle Aire Place for cats and dogs is 2 (two) pets. In the case of birds and fish, e.g. animals that are caged this rule may be extended to include more than one at the discretion of the trustees.
- 21.15 No applications to keep vicious, exotic, dangerous or poisonous pets shall be entertained. Reptiles may not be kept on the premises and no snakes exceeding 1m when fully grown, or which are venomous.
- 21.16 Trustees reserve the right to request details of how the pets will be housed/caged as part of their decision making.

## **22. REFUSE DISPOSAL**

- 22.1 All refuse is to be disposed of in black or municipal rubbish bags and placed in the rubbish bins at the refuse area at the front gate. Rubbish left lying on common property will be removed and a removal fee charged to that resident. Leaking, torn or broken rubbish bags may not be taken to the refuse area.
- 22.2 Rubbish bins are not to be overloaded, lids must be fully closed.
- 22.3 All glass must be securely wrapped in newspaper before being placed in black bags.
- 22.4 No corrosive materials or building rubble to be disposed of in the household rubbish. Trustees will not accept any responsibility for damage caused to Pikitup trucks or employees as a result of disregarding the above.

- 22.5 No bins may be left to stand on the common property where they are visible to other residents.
- 22.6 Bins remain the property of Pikitup/Johannesburg municipality.

### **23. SIGNS AND NOTICES**

- 23.1 No owner or occupier of a unit shall place or permit to be placed, any sign, notice billboard or advertisement of any kind whatsoever on or at that unit, or on or about any part of the common property, without the prior written consent of the Trustees.
- 23.2 No For sale or To let or similar signs shall be placed on the pavement outside the complex unless:
- 23.2.1 The sign refers to a section in the complex that is genuinely for sale or to let, by the agent so advertising.
  - 23.2.2 Only one sign per section will be permitted, and the owner must select which agent is to display their sign.
  - 23.2.3 The estate agent has registered with the trustees indicating that they are the nominated agent.
  - 23.2.4 Signs of unregistered agents will be removed and held until such agent registers, or collects and removes the said sign.
  - 23.2.5 This rule will in no way and at no time provide further rights to agents and owners than those permitted by the relevant by-laws in force at that time.

### **24. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 24.1 An owner or occupier shall not store any inflammable, corrosive or poisonous materials, or do, permit or allow to be done, any dangerous act anywhere within the complex property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

### **25. SWIMMING POOL AND ENTERTAINMENT AREA / PARTIES**

- 25.1 The swimming pool is primarily for the use of owners and occupiers of units, their visitors or guests provided that they are accompanied by an owner/occupier and that they comply with the Conduct Rules. Owners/occupiers of units are responsible for the behaviour of their visitors or guests and shall ensure that their number at any one time is not excessive so as to prejudice the comfort, enjoyments or convenience of other owners and occupiers wishing to make use of the pool. The Trustees reserve the right to restrict the use of the facilities by the guests.
- 25.2 Radios, compact disc players, taper recorders and the like, as well as other musical instruments, are not permitted to be played loudly within the pool areas. Due consideration for other pool users is to be observed at all times.
- 25.3 Rowdy and boisterous behaviour and excessive noise are not permitted inside the pool areas. Quiet shall be observed especially between 14h00 and 16h00 and between 22h00 and 07h00 daily.
- 25.4 No animal whatsoever shall be permitted inside the pool area at any time. Should an owner not remove a pet from the pool area on request, permission to keep the pet will be revoked.
- 25.5 The pool gate shall be kept closed at all times.

- 25.6 Persons who have taken vigorous exercise are required to wash or shower before entering the pool. Users of the pool are to have regard to clean and suitable dress when using the pool and observe the dress regulation applicable to the dress code at municipal swimming pools.
- 25.7 The Body Corporate, Trustees, managing agents or any other employee of the Body Corporate shall not be liable to any extent whatsoever for the safety of anyone in the pool area. Non-swimmers and children must be accompanied by a person who is able to accept responsibility for them. Trustees recommend that children under 16 years of age be accompanied by a responsible adult.
- 25.8 The Pool and pool area must be left in a tidy and clean condition after use by any owner/occupier or visitor and the possessions of or debris caused by such persons must be removed after use of facilities by the person concerned. Any refuse not cleaned up will be cleaned on the residents' behalf at an additional cost.
- 25.9 No objects or toys not designed for use in a swimming pool are permitted in the swimming pool.
- 25.10 At no time whatsoever may a resident or visitor or their children remove or handle the pool cleaning apparatus (Kreepy Krawley or similar devices) or any other material placed in or about the swimming pool for the purposes of maintaining the pool. No chairs or tables are to be removed from the pool area without the permission of the trustees.
- 25.11 No ball games of any nature are allowed in the pool area.
- 25.12 Loud music and party noises must return to levels that do not disturb the immediate units surrounding the pool area by:

Sunday . Thursday	22h00
Friday - Saturday	Midnight

**26. PAYMENT OF LEVIES**

- 26.1 Levies become due and payable on the 1<sup>st</sup> calendar day of each month. These must be paid in full together with any other outstanding amounts as reflected on the section's levy statement by the 7<sup>th</sup> of that month. Failure to do so will result in action as specified in the ruling Resolution regarding recovery procedures for all outstanding monies.
- 26.2 **Non-receipt of levy statement does not excuse non-payment of levy and other amounts which are due.**

**27. SUNDRY PROVISIONS**

- 27.1 Hobbies: Hobbies or other activities which cause undue noise are prohibited.
- 27.2 Livestock: No livestock of any description whatsoever may be kept on private or common property. No slaughter (ritual or otherwise) may be carried out on private or common property.
- 27.3 No model aircraft of any description (radio controlled or otherwise) nor rockets shall be launched/flown within the boundaries of the complex.

**28 OWNER OR OCCUPIER NOT THE AUTHORISED AGENT OF THE BODY CORPORATE**

Only the duly elected Trustees of the Body Corporate may enter into any contract on behalf of the Body Corporate and incur any liability for the Body Corporate and then only by two such Trustees acting simultaneously. No other owner/occupier may in any way whatsoever enter into any such contract on behalf of or incur any liability on behalf of the Body Corporate without written consent of the Trustees first being obtained.