

SUNLAND 9/83 BODY CORPORATE

HOUSE RULES

(Based on Section 35 (2) of the Sectional Titles Act 1986)

AUGUST 2001

1.0. OCCUPATION AND USE:

- 1.1. The maximum residents permitted occupancy per unit is restricted to Two persons per bachelor flat; Three per one bedroom unit and Four persons per two bedroom unit.
- 1.2. All residents are requested to respect the privacy of other residents in the Building.
- 1.3. All residents must in no way cause any nuisance/disturbance to their neighbours. No excessive noise from radios, TV's, Hi-Fi's and car radios will be allowed.
- 1.4. Children are not permitted to roller skate, roller blade, use skateboards, scooters or play ball games on the common property.i.e. the corridors, driveway, pavement area.
- 1.5. Garages/outbuildings or common property may not be utilized for mechanical repairs or woodwork and may not be sub-let.
- 1.6. No furniture, furnishings, packing cases, stoves, refrigerators, are permitted in the elevator.
- 1.7. No children under 10 years of age are permitted in the elevator unless accompanied by an adult.
- 1.8. Removal personnel must be informed before hand by the incoming/outgoing resident that the removers are not permitted to place furniture, furnishings, packing cases, stoves, refrigerators in the elevator.
- 1.9. Residents and their visitors are requested please not to deface the paintwork in the elevator and damage the elevator doors.

2.0. LETTING OF UNITS:

- 2.1. All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these House Rules, notwithstanding any provision to the contrary contained in any lease or grant of occupancy.
- 2.2. It is a condition precedent to any such letting and/or parting with occupancy, that the owner shall secure from the Lessee, or the person to whom occupation is given as the case may be, an undertaking in writing in favour of the Body Corporate that such Lessee or person shall duly observe all such regulations and conditions as are contained herein.

- 2.3. Letting shall be for a period of not less than six months. For the duration of any such letting period, the owner shall be and remain responsible for the payment of all levies and any other charges accruing to that section.

3.0. SELLING OF UNITS:

- 3.1. Owners intending to sell their units are to forward a copy of these House Rules to their appointed Estate Agent/s. Should an owner sell their unit privately, the incoming owner is to be totally aware of these House Rules.

4.0. ANIMALS, REPTILES AND BIRDS:

- 4.1. NO ANIMALS, REPTILES AND BIRDS ARE PERMITTED.
- 4.2. Therefore, no breeding of animals or slaughtering of animals is permitted for any reason whatsoever.

5.0. REFUSE:

- 5.1. The employee of the Body Corporate shall collect household refuse Monday to Saturday from 0700 hours to 0800 hours.
- 5.2. An Owner or Occupier of a unit shall:
 - 5.2.1. Ensure that before refuse is placed in refuse bags, the refuse is securely wrapped, or in the case of tins or other containers, completely drained.
 - 5.2.2. For the purpose of having the refuse collected to place such receptacle at their front door.
 - 5.2.3. The abovementioned refuse bags are not to be placed outside the flats overnight.

6.0. VEHICLES:

- 6.1. No owner or occupier 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. I.e. the driveway and area outside the garages.
- 6.2. 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.
- 6.3. Owners and occupiers of a unit 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 other way deface the common property.

- 6.4. No owner or occupier shall be permitted to dismantle, steam clean, high pressure hose engines or effect major repairs to any vehicle on any portion of the common property, or in their garages.
- 6.5. The Body Corporate does not accept responsibility for any loss or damage by fire, theft or any other cause, of any property or vehicles that are on the property at any time.
- 6.6. Off loading or loading of furniture must not be done in the courtyard area. A breach of this will be considered a nuisance. Residents are responsible for their cartage, service and delivery vehicles.

7.0. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:

- 7.1. An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees.
- 7.2. Notwithstanding clause 7.1. an owner or person authorized by him, may install :

7.2.1. any locking device, safety gate, burglar bars or other safety device for the protection of his section ; or

7.2.2. any screen or other device to prevent the entry of insects

provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

If permission is obtained from the Trustees, security gates must be painted with PWD BROWN enamel and a duplicate key to the padlock/gate is to be handed into the Supervisor on a key ring with a tag indicating the resident's name and flat number.

8.0. APPEARANCE FROM OUTSIDE:

- 8.1. The owner or occupier of a unit shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens, which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 8.2. No TV aerials or cables to be positioned on the exterior of the premises.
- 8.3. No two-way radio aerials will be allowed.
- 8.4. Written permission must be granted by the trustees prior to a resident being permitted to have a satellite dish installed.

9.0. SIGNS AND NOTICES:

No owner or occupier of a section used for residential purposes, shall place any sign, notice, billboard, flag, religious or political icon/slogan or advertisement of any kind whatsoever on any part of the common property, or of a section, so as to be visible from the outside of a section.

10.0. LITTERING:

An owner or occupier of a unit 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.

11.0. LAUNDRY:

11.1. Drying of clothing etc, will only be permitted within the confines of enclosed washline area. Therefore, no laundry or any other items are to be hung on any part of the building or the common property so as to be visible from the outside of the building or over the windows of a section.

12.0. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS:

12.1. The storage of inflammable goods such as petrol in containers, paraffin or any other substance likely to be inflammable will not be permitted on the premises.

12.2. An owner or occupier shall not 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.

13.0. ERADICATION OF PESTS:

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agents and their duly authorized Agents or Employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section, which may be damaged by any such pests, shall be borne by the owner of the section concerned

14.0. STAFF

- 14.1. The employees of the Body Corporate are not to be employed by the residents for any private use, prior to receiving permission from the Supervisor.
- 14.2. Should resident's staff cause problems on the premises, the Trustees have the authority to request the resident to take the necessary steps to rectify their staff's problems or terminate their services.
- 14.3. Resident's staff must wear a plastic tag stating their name and flat number where they are employed. The tags are obtainable from the Supervisor at a charge.
- 14.4. If resident's staff are found not wearing their name tags, they may be requested by the Supervisor to leave the premises immediately.

15. LEVIES:

All levies are to be paid by the 7th of the month.
Interest will be charged on late payments at the rate of 3% per month.

16. COMPLAINTS:

All complaints should be addressed in writing to the Managing Agent, who will advise the Trustees. Should there be complaints requiring urgent attention, the Trustees may be contacted immediately.

MANAGING AGENT:

JUSTIN THIEL & ASSOCIATES
P.O. BOX 83
SCOTTBURGH
4180
OR
1ST FLOOR SURFER'S PARADISE BLG.
145 SCOTT STREET
SCOTTBURGH
4180

TELEPHONE: 976 1332
FACSIMILE : 976 1585

THE BOARD OF TRUSTEES
SUNLAND 9/83 BODY CORPORATE