

# **CENTRAL PARK**

## **CONDUCT RULES**

### **1. INTERPRETATION**

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

- (a) “Act” means the Sectional Titles Act, 1986 (Act No. 95 of 1986) as amended from time to time and any regulations made in force thereunder.
- (b) The words used shall bear the meanings assigned to them in the Act.
- (c) words importing -
  - (i) the singular number only shall include the plural, and the converse shall also apply;
  - (ii) the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- (d) “the Building(s)” shall mean the Building(s) in the Sectional Title Development Scheme known as Central Park to which these rules apply.
- (e) the headings to these rules are provided for convenience of reference only and shall not be taken into account in the interpretation of such rules.

### **2. USE AND OCCUPATION**

By virtue of his ownership of his unit as reflected in his title deed each Owner enjoys the sole right to the exclusive use, occupation and enjoyment of his unit subject to these Rules, the Management Rules and the provisions of the Act.

All occupants and visitors must be made aware of the CONDUCT rules and abide by all these regulations, and it is the responsibility of each OWNER / OCCUPANT to see that the aforementioned persons know and obey these rules.

### **3. IMPROVEMENTS ON OR TO THE COMMON PROPERTY**

No duty shall be placed upon any Owner 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 or unless the relevant portion of the common property has in terms of any agreement with the Body Corporate been reserved for and allocated to the exclusive use of such Owner.

### **4. USAGE**

- (a) Provided that Owners comply with these Conduct Rules and with all relevant laws and bye-laws, they shall be permitted to use their units for any industries or manufacturing purposes (excluding noxious industries), workshops, wholesale trade, warehousing, offices which are directly related and subservient to the main use, retail trade in goods which are manufactured, processed or assembled on the property, or industry related products, as well as places of refreshment for own employees only.

- (b)
  - (i) Each Owner shall ensure that all occupants of his section shall use the same and the common property or any part thereof together with all services, facilities and amenities available on the common property with reasonable and diligent care and with due and proper consideration for the occupants of the remaining sections in the buildings and in accordance with the Rules and the provisions of the Act.
  - (ii) An occupant shall not cause or permit any disorderly conduct of whatsoever nature upon his section or any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other occupant of the Buildings.
  - (iii) An occupant shall be responsible for the obtaining of all trade licences, permissions and other authorities necessary for the conduct of his business activities.
  - (iv) Each unit shall be used and occupied by not more than the number of persons as are permitted by law to occupy and use the unit.
- (c) An occupant shall not be entitled to store, keep, erect or do anything nor permit anything to be stored, kept, erected or done on the common property without prior written permission of the Trustees.
- (d) No person may sleep overnight in a section or on the common property without the prior written consent of the Trustees, unless specifically provided for in every respect and shall not permit the visible storage of rubbish or hanging of washing.
- (e) All units shall be used only for such purposes and activities that are:
  - (i) in accordance with the local and/or other administrative authorities' requirements from time to time;
  - (ii) in compliance with the applicable Town Planning Scheme in operation from time to time;
  - (iii) approved by the Trustees, which approval shall be in the sole discretion of the Trustees;
- (f) Should at any time it be in the opinion of the Trustees that a unit is being used in such a manner or for such activity that is resulting in or may in the future result in -
  - (i) structural and/or other damage to the section and/or any other portion of the property;
  - (ii) the endangering of the safety and/or health of the members of the section, or any other persons occupying the section or the occupants of any other section on the property, or any person or employee of the Body Corporate, or any person lawfully entitled to be on the common property;
  - (iii) excessive noise, vibration, smell, fumes, smoke, soot, ash, dust or grit to be emitted from the section;

then immediately upon delivery of written notice from the Trustees calling upon the Owner or occupant to terminate such usage or activity such Owner or occupant shall be obliged to forthwith comply with such notice.
- (g) the Owner or occupant shall not exceed or permit to be exceeded the maximum permissible floor loading capacity stipulated in respect of the floors of the unit which are:-
  - (i) suspended floor area - 400kg. per square metre
  - (ii) ground floor area - 2000kg. per square metre.

- (h) No animals are allowed without the prior written consent of the Trustees. When giving their written approval aforesaid, the Trustees may attach such conditions as they, in their absolute discretion, may deem fit. Including restriction control measures and automatic approval withdrawal if in the opinion of the Trustees the animal causes a disturbance, is a nuisance or is dangerous.
- (i) Owners are not entitled to chop down, take out or remove any tree, plant or shrub without permission of the Trustees. Specifically excluded is foreign vegetation, which must be controlled by the owner, if within his exclusive use area.
- (j) Members and all visitors in vehicles must at all times abide by speed, direction, size and tonnage restrictions.

## 5. SIGNS

- (a) An occupant shall not be entitled, without the prior written approval of the Trustees (which approval shall not be unreasonably withheld) or without the consent of the local authority where necessary, to erect any signs or do any signwriting on the outside of his section or anywhere on the common property. To guide occupants the Trustees will provide a “signage plan” indicating where signs can be placed on buildings and dimensions thereof.
- (b) When giving their written approval aforesaid, the Trustees may attach such conditions as they, in their absolute discretion, may deem fit.
- (c) In any event, no advertising signs shall be in a form which, in the opinion of the Trustees, may detract from the appearance of the buildings. All costs in connection with the erection, maintenance, and or removal of such signs or signwriting shall be borne by the Owner.
- (d) The Trustees must approve all directory and directional signage in writing and the cost thereof will be borne by the occupant.
- (e) The Trustees must approve all “street furniture” (rubbish bins, benches, bollards, street lights, etc.) in writing.

## 6. LETTING

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

- (a) that 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 Management Rules or the Act. A copy of these rules (with proviso to change by the Trustees from time to time) must be attached to all leases.
- (b) 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 these Rules, the Management Rules and the provisions of 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.

## 7. AIRCONDITIONING UNITS

No Owner shall place or allow to be placed in his section or any part thereof any airconditioning equipment which requires attachment to the structure of a section, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions as to type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit. It shall be the Owner’s duty to obtain at his own cost the consent of the local authority if same is by law necessary.

## 8. MAINTENANCE

- (a) In addition to his maintenance obligations in terms of the Act each Owner shall be obliged, at his own expense, to maintain
- (i) all parking bays and any portions of the common property in respect of which he has exclusive use. In this regard the Owner shall, inter alia, keep the surfaces of such areas in a sound and clean condition, free of all oil, grease and other foreign substances;
  - (ii) the entire interior of his section. In this regard the Owner shall, inter alia, ensure that all electrical wiring and fittings, plumbing installations and apparatus, geysers, machinery, intercoms, PABX systems, roller shutter doors, air conditioning units, air ductings and fans, drains and sewers shall be kept in good order and repair;
  - (iii) the exterior paintwork of his section in a clean and good condition and shall attend to the repainting thereof whenever required provided that he shall not be entitled to change the colour of such paintwork without the prior written consent of the Trustees.

The Body Corporate shall have no responsibility for attending to such maintenance.

- (b) Where any dispute arises as to whose liability it is to maintain any portion of the buildings or of the common property, such dispute shall be determined by the Trustees of the Body Corporate, and their decision shall be final and binding on the parties to the dispute.

## 9. ALTERATIONS

- (a) The Owner may make alterations to the interior of his section but no structural alterations (including mezzanine floors) or alterations to the water, electricity 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.

An Owner may place in his section at his own expense any improvements, additions or fixtures such as mantles, lighting fixtures, refrigerators, woodwork, paneling, ceilings, doors or decorations which will not cause damage to the Building, subject always to the conditions that the Owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring standards of the Building and shall at no stage do anything which is likely to endanger or jeopardise the safety of the Building. All and any alterations necessary shall be at the cost and expense of the Owner and shall in no way interfere with the use and enjoyment at the other factory units by the remaining Owners and shall not detract from the aesthetics or image of the Buildings.

- (b)(i) 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 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 the Owner to remove the same or, alternatively, to attend to the repair thereof at his own cost and expense.
- (ii) The colours of any blinds and awnings or of the exterior paintwork on walls, doors, windows, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the Trustees. The Owner shall at his cost obtain the consent of the Local Authority if same is necessary by law for the doing of anything mentioned in this paragraph.

## 10. SUBDIVISION

No Owner or occupant shall subdivide or partition his section or any part thereof without first obtaining the prior written approval of the Trustees who may, in giving such approval, attach such

conditions thereto as they, in their sole discretion, may deem it.

11. ELECTRICITY AND WATER

- (a) Each occupant shall make his own arrangements with the local authority for the supply of electric current to his section and for the payment of all electric current consumed in such section.
- (b) Initially the cost of all water consumed at Central Park shall be paid for by the Body Corporate which shall recover such cost from Owners by way of levies. In the event of the Trustees deciding that it is appropriate for the consumption of water by occupants of sections to be metered separately then the Owners of such sections shall be responsible for the cost of all water consumed therein.

12. GARBAGE REMOVAL AND REFUSE

- (a) The occupant of a unit shall be responsible for the removal of all garbage or debris from the section occupied by him and he shall not place or allow or cause to be placed any garbage or rubbish except in such place or places specially designated for the placing of garbage by the Trustees.
- (b) Such occupant shall not allow any of his possessions whatsoever or rubbish, debris, dirt or refuse to be left outside the section occupied by him nor shall he allow linen or clothing to be hung on the outside of such section or the Buildings, except in such place specially designated therefor.
- (c) Such occupant shall ensure that all refuse and dirt is removed regularly from his section and left in the places specially designated therefor by the Trustees from time to time.

13. INSURANCE

- (a) The Body Corporate shall fulfill its obligations regarding insurance of the buildings as prescribed in terms of the Act.
- (b) The Body Corporate shall however have no responsibility whatsoever for the insurance of the contents of any section which shall at all times be the sole responsibility of the occupant thereof.
- (c) Neither an Owner nor occupant shall store or harbour within his section or on the common property any goods which may vitiate any fire insurance policy held by the Body Corporate or increase the premium payable in terms of such policy. Any increase in any insurance premium paid by the Body Corporate caused by any action or omission on the part of an Owner or occupant shall, on demand, be refunded to the Body Corporate by the said Owner or occupant.
- (d) Should any insurance policy held by the Body Corporate covering the premises be invalidated by anything done or caused to be done by an Owner or occupant the said Owner or occupant shall compensate the Body Corporate for any loss suffered as a result of the said invalidation of the insurance policy.

14. 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 clean the interior of any section the maintenance of which being the sole responsibility of each individual occupant who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition. Specific offenders to be charged by the Body Corporate for clearing.

15. COSTS OF COMPLIANCE WITH BYE-LAWS, RULES AND OTHER LEGAL REQUIREMENTS

In the event of any Inspector or official representing any local authority or Government agency or any other legal authority at any time requiring any alterations, additions or improvements to an Owner's section to be carried out for the purposes of the trade or business of such Owner or the person occupying such section, all costs and charges necessitated by any such work shall be paid by such Owner or occupant and the Body Corporate shall have no obligation in regard thereto.

16. INDEMNITY

The Owner shall and does hereby indemnify and hold harmless the Body Corporate against all or any claims by any person, persons or body whosoever or whatsoever, for any damages real or alleged which may be sustained by any person, persons or body whomsoever or whatsoever, by reason of any damage or injury having been caused by any person or thing within his section or from or arising out of any activity within such section.

17. ENTRY INTO SECTIONS BY BODY CORPORATE

The Body Corporate's duly authorised agent or workmen shall be permitted to enter any section in the Building at any reasonable hour of the day, if authorised to do so by the Trustees and/or Manager/Supervisor and/or Administrators, on their behalf, in order to inspect the same or to effect repairs thereto, or to any part of the Building.

(b) If the Owner or occupant shall not be personally present to open and permit such an entry into a section at any time when for any reason an entry therein shall be necessary or permissible then the Manager/Supervisor or any other duly authorised agent of the Body Corporate shall be entitled to enter such section in the absence of the Owner or occupant and without being liable for any claim as a result of such action provided that during such entry the said duly authorised agent of the Body Corporate shall exercise reasonable care in regard to the property of the Owner or occupant.

(b) The Owner or occupant of each section undertakes to ensure that the Manager/Supervisor of the buildings is in possession of a spare key to each section so as to avoid the necessity of a forced entry into a section in an emergency.

18. SECURITY

It is intended that the park is secure and monitored by a professional security company by way of a 24 hour guard presence. Changes to the security process will be effected by the Trustees, or a security working committee operating under the ambit of the Trustees, as the situation demands.

19. COMMUNICATIONS AND BUSINESS SERVICES

In the event that the developer provides units with a network hub, internet connectivity and or pabx facility, the infrastructure for the system would be intended also to facilitate internal communications between units and security at the gate. Although the cabling infrastructure may be owned by the Body Corporate, this may not be a body corporate service and as such, may be contracted directly between the occupant and service provider as approved by the trustees.