

BODY CORPORATE TANAMARA GARDENS

HOUSE RULES

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BODY CORPORATE TANAMARA GARDENS

HOUSE RULES

1. PREAMBLE

- 1.1 The rules governing the control and management of "Tanamara Gardens" which rules were adopted at the Annual General Meeting of the Body Corporate held on 10 December 1990. The agents shall recover the costs of producing copies from the owners requesting them. Owners will be responsible for issuing copies to their tenants and for passing them onto new owners.
- 1.2 The rules referred to in 1.1 above have been adopted in terms of Section 35 of the Sectional Titles Act 95 of 1986 and may only be amended as prescribed by regulation.
- 1.3 In terms of said rules, the trustees are empowered to make house rules from time to time subject to any restriction imposed or direction given at a General Meeting and provided they do not conflict with the Act, the rules referred to in paragraph 1.1, and are reasonable.
- 1.4 The trustees have adopted the following rules as House Rules in terms of the powers referred to in paragraph 1.3 above.
- 1.5 A copy of the House Rules shall be available to the owners from the managing agents. The agents shall recover the cost of producing such copy from the owner requesting them.

2. APPLICABILITY

- 2.1 These rules shall apply to all owners, residents, tenants and all other persons anywhere on the premises of Tanamara Gardens at the invitation, direction, or control and care of such owners and reference in these rules to "owners" shall include such aforementioned persons and must be construed accordingly.
- 2.2 It shall be the duty of the owner of any section to ensure that all persons present on the premises of Tanamara Gardens at the invitation or direction or under the care and control of such owner shall comply with the rules.

3. BASIC CONSIDERATIONS

- 3.1 The promotion of harmony among, and due concern for the comfort of fellow resident should at all times guide residents in a complex such as "Tanamara Gardens" in their behaviour.
- 3.2 The right to enjoy the general external appearance of the buildings and grounds of the complex is the common right of all owners. Owners of sections should accordingly not do anything which could materially alter the general appearance without first referring the matter to the trustees.

4. IMPROVEMENTS AND ALTERATIONS TO PROPERTY

- 4.1 Except as is provided hereunder, no improvements or alterations shall be made by any owner to the external portion of his/her section or exclusive use area without prior consent of the trustees.

4.2 Awnings

Owners may erect awnings provided that :-

- 4.2.1 the trustee's prior permission is obtained and where applicable, municipal building bylaws must be complied with;
- 4.2.2 the materials used conform to standard acceptable to the trustees;
- 4.2.3 the work is carried out by contractors acceptable to the trustees;
- 4.2.4 shall not entail any structural alteration to the common property including exclusive use areas thereof;
- 4.2.5 in the event of subsequent removal of awnings the trustees shall be entitled to decide the nature of restorative work to be done and require the owner to carry out such work at his/her expense.

4.3 Airconditioners

Permission shall be required from the trustees to install any airconditioner and, in such event, they may make such conditions as they deem appropriate. Applications for permission to install any airconditioners must include full details of the proposed installation.

4.4 Paving and tiling of garden areas

Garden areas may be paved or tiled provided that :-

- 4.4.1 The trustee's prior permission is obtained;
- 4.4.2 the materials used conform to standard acceptable to the trustees;
- 4.4.3 the work is carried out by contractors acceptable to the trustees;
- 4.4.4 the operation is supervised by the supervisor or a responsible trustee.

4.5 Solarfilm

Solarfilm may be fitted to windows of sections without approval of the trustees provided

that it is carried out by recognised contractors and it is of the grade and colour known as "Smokey Grey". This requirement is made in the interests of preserving the tone and general outward appearance of the development.

4.6 Burglar Guards

Burglar guards and safety doors may not be fitted in such a manner that they protrude beyond the confines of the walls of any section.

4.7 Internal Improvements

Internal improvements which require the destruction or part destruction of any internal wall or support column, may not be carried out without prior permission of the trustees, who may make such conditions as are considered appropriate in the particular circumstances.

4.8 General Improvements

4.8.1 Decorations may be attached to a section and the exterior of a section may be painted or otherwise treated, provided they are specifically authorised by the trustees.

4.8.2 Colours of exterior paint work on doors, windows, window frames or another part of the exterior of the section to which the member is entitled, may be changed with the prior written consent of the trustees.

4.9 Compliance with improvement rules

Failure to comply with any of the rules under this section will render the owner liable to make good any damage caused, directly or indirectly, as a result of such work.

5. MAINTENANCE

5.1 An owner of a section shall be responsible for the maintenance of his/her section including all internal maintenance, maintenance of exclusive areas of common property and maintenance of awnings or other fittings in the public view erected at the instigation of such owner or previous owner of the section.

5.2 No owners shall neglect to repair within 7 days any window pane broken from whatsoever cause to any section which the member is entitled to occupy.

5.3 Awnings and other fittings in the public eye view shall be kept clean and free from any sign of neglect or deterioration at all times.

- 5.4 An owners who has fitted an airconditioning unit shall be required to keep his unit in a state of good repair to the satisfaction of the trustees. Should the trustees not be satisfied with the working order of a particular airconditioning unit, the owner of such unit shall have it repaired to the satisfaction of the trustees. The repairs shall be done at the expense of the owner who shall have no claim to compensation therefore whatsoever. In the absolute discretion of the trustees, the trustees shall have power to oblige the owner to enter into a maintenance contract with a reputable airconditioning company. Failure on the part of the owner to enter into such a maintenance agreement, will mean that the trustees shall have power on behalf of such owner to enter into such a contract and to debit the costs of the maintenance contract to the particular owner's levy account. The trustees shall be careful not to abuse their rights in terms of this clause; the rule being imposed and to be used only in the event of written and substantiated complaints being received from the other owners of the fact that the particular airconditioning unit is causing a nuisance, whether such nuisance be caused by excess noise, rattling or discharge of water or other liquid or that the casing is rusted and that the appearance of the airconditioning unit is not acceptable to those trustees.
- 5.5 Private gardens and lawns must be kept neat and attractive. The growing of creepers on exterior walls of sections and other common property walls is prohibited.
- 5.6 Gardens on the common property shall be under the control and responsibility of the trustees who may delegate such function to a person or persons approved by them.
- 5.7 No owner shall neglect to make good any damage caused to any part of the common property by the member, his family, tenant, invitee or guest or any other person over which the member has control.

6. LEVIES

- 6.1 The monthly levy as determined from time to time in respect of sections shall be payable in advance on or before the first day of each month to the managing agents.
- 6.2 Any owner's levy account shown as in arrears on the monthly statement for longer than two months shall be handed over to the Body Corporates Attorneys for collection.
- 6.3 Any amount due by an owner whether by way of a levy or for any other reason whatsoever, shall be a debt due by him to the body corporate and an owner consents to the jurisdiction of the Magistrates Court in connection with any action arising out of or in connection with the rules and agrees that in the event of an attorney being instructed in connection with any matter against him, that he shall bear all legal costs as between attorney and client, including interest collection commission.

Furthermore, the owner shall be liable for any charges debited by the managing agents in respect of their attempts to collect the said overdue amount.

- 6.4 The obligation of an owner to pay levies shall cease upon the date of transfer of the section from such owner's name, save for any arrear levies payable to date of such transfer.

7. PETS

- 7.1 Owners must inform the trustees of any pets which is kept on their section.
- 7.2 Pets present and registered before 12 November 1990 will be permitted to remain in the complex. With effect from 9 December 1991, owners who do not have registered pets will be permitted to house one small lap dog per unit. No tenants are permitted to house any pets.

A pets register has been compiled in this respect and any pets at the complex on this register, will only be permitted in terms of the following conditions :-

- 7.2.1 No cats to be permitted in the complex
- 7.2.2 Dog bitches must be spayed
- 7.2.3 A valid certificate of inoculation against rabies must be produced to the trustees for all cats and dogs kept on the premises, including proof of licensing
- 7.2.4 The information as requested in terms hereof shall be recorded in the pets register and only pets recorded in the pets register shall be allowed on the premises.
- 7.2.5 No pets will be allowed on the common property unless carried or on a leash
- 7.2.6 No fouling of the common property by pets will be permitted.
- 7.2.7 Should any pet prove to be a nuisance, the trustees reserve the right to request the owner to remove it permanently from the premises.
- 7.2.8 Dogs must not exceed 35cm in height and must be of a maximum weight of 8 kilograms..
- 7.2.9 In case of dispute with the definition of small, the final and only decision is made by the trustees.

8. VEHICLES

- 8.1 No owner shall park or stand any vehicle upon the common property, other than in the demarcated parking areas.
- 8.2 Owners may obtain permission in writing to park or stand a vehicle in front of their section provided they comply with the conditions that may be stipulated by the trustees.

- 8.3 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 without the trustees consent.
- 8.4 Caravans, boats and trailers may not be parked on any part of the common property other than an owner's own parking areas.
- 8.5 Commercial vehicles over 1 ton may not be parked in the parking bays.
- 8.6 Parking bays may not be occupied for continuous periods exceeding 72 hours duration.
- 8.7 The use of parking areas for the storage of goods is prohibited.
- 8.8 The body corporate shall not be responsible for any loss or damage arising from any persons using the parking areas.
- 8.9 Owners of sections shall ensure that their vehicles do not drip oil or break fluid onto the common property or in any other way deface the common property.
- 8.10 No owner shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, any exclusive use area or in a section.
- 8.11 Washing of motor vehicles may be carried out on the common property. However, it must be noted that it is against these house rules and safety regulations to use fire hoses for any purpose other than that of fighting fires.
- 8.12 All vehicles shall be driven at no more than 20 kilometres per hour on the common property.
- 8.13 No vehicle exceeding 3 tons may be driven or parked on the common property.

9. OCCUPATION

- 9.1 All sections shall be used as private residential dwellings only and no section shall be used for the purpose of carrying out any business or profession, or for any purpose other than that for which it is intended, namely, a residential dwelling.
- 9.2 No owner shall permit the residence at any one time of more than five persons per section except for bona fide visitors.
- 9.3 No business, profession or trade may be conducted on the common property or from individual sections. This rule will not be construed to prohibit the use of studies for purposes of work provided they are not used habitually or usually for the purposes of consultation with customers or clients.

10. AVOIDANCE OF NUISANCE

- 10.1 Communal living such as exists at Tanamara Gardens demands co-operative courtesy amongst all occupants. Reasonable quiet should be maintained, therefore, during the following hours :-

Mondays - Thursdays	10.00pm to 7.00am the next morning
Fridays & Saturdays	Midnight to 9.00am the next morning
Sundays	2.00pm to 5.00pm
	10.00pm to 7.00am the next morning

- 10.2 Children are not permitted to play in the refuse bin areas.
- 10.3 Bicycles, roller skates, skateboards and similar conveyances are not to be ridden in Tanamara Gardens at all. Such conveyances must be pushed or carried.
- 10.4 The parents of resident children will be required to repair or remedy forthwith, at their own expense, any damage to or defect in Tanamara Gardens property caused by or in consequence of any act or omission of their children or children's friends.
- 10.5 The Body Corporate does not accept any responsibility for any loss, damage or injury that may occur because of non compliance with these rules.

- 10.6 No owner shall cause or permit to be caused such conduct of whatsoever nature upon the premises whether inside or outside his section, which shall constitute or cause a nuisance, noise or disturbance to any other owners.
- 10.7 What constitutes a nuisance, noise or a disturbance shall be at the sole discretion of the trustees or anyone acting under their authority and any decision thereby made shall be final.

11. PROHIBITED ACTIVITIES

- 11.1 Owners shall not commit nor permit any act which would increase the hazard fire or have the effect of increasing the insurance premium, eg. storage of inflammable liquids, tampering or overloading of electrical circuits, etc.
- 11.2 Owners shall take reasonable precautions to ensure that damage to other sections is not caused by water points in their sections. Stop cocks to section water connections should accordingly be closed if a section is to be left unattended for periods in excess of 7 days.
- 11.3 No estate agents signs or other business signs are permitted on the common property other than estate agents showhouse signs which may be placed on the common property only on the day that the particular unit to which they refer is actually on show.
- 11.4 Clothing or laundry shall not be hung to dry or air in or out of windows nor may it overhang from section common walls.

12. SUPERVISION

- 12.1 The day to day supervision of the complex shall be entrusted to trustees who shall be responsible for the proper control of the whole complex and who shall be permitted to exercise authority over owners to the extent that same is necessary to ensure compliance with the terms of these rules.

- 12.2 The trustees shall be empowered to require the ejection of any undesirable persons from the premises at all times and to prohibit such persons from entering the premises.
- 12.3 No owner shall require any employee of the body corporate to perform any work or service that than those prescribed and determined by the trustees from time to time.

13. USAGE

- 13.1 Owners letting their section must incorporate a clause in the Lease Agreement to the effect that the tenant will abide by the rules and regulations of the body corporate.
- 13.2 Owners letting their section must ensure that these rules form part of the Lease Agreement and must make known the fact to his tenant that any breach of the rules could terminate the lease.
- 13.3 Tenants will be required to sign an acknowledgement when signing the Lease Agreement, to the effect that they are aware of the contents of the rules and that they will abide by them.
- 13.4 Owners letting their sections shall notify the managing agents of their proposed physical address. Should owners change their address they must notify the managing agents within 7 days of such change.

14. REFUSE DISPOSAL

An owner of a section shall :-

- 14.1 Not handle refuse contrary to the regulations of City Council eg. broken glass must be wrapped in a double layer of newspaper, no garden refuse for corporation collection.
- 14.2 Not leave refuse on any portion of the common property or elsewhere whether in a container or not, except in the demarcated area.
- 14.3 Maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing.

- 14.4 Ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained.
- 14.5 For the purpose of having the refuse collected, place such refuse in the receptacles provided by the body corporate.
- 14.6 No garden refuse is to be included in the refuse area.
- 14.7 The refuse area is to be kept locked at all times. Household refuse is to be placed in secured black refuse bags in the refuse area on Wednesday and Sunday afternoons only.

15 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 authorised 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.

16. GENERAL

- 16.1 Owners are responsible for the behaviour of their servants and must ensure that they adhere strictly to the house rules and the body corporate.
- 16.2 Owners shall provide their servants with toilet paper and other personal articles.
- 16.3 Owners are responsible to maintain the driveway lights outside their respective units.
- 16.4 No domestic servant shall be housed on the property without prior written permission of the trustees having been obtained.

- 16.5 Owners must ensure that they do not litter any "junk mail" received and are requested to dispose of the said mail in the correct manner.
- 16.6 Any owner wishing to complain about non compliance with these rules shall do so in writing to the trustees.
- 16.7 An owner receiving a verbal or written complaint from a trustee with respect to non compliance of the house rules, shall rectify such complaint within a period specified by the trustee.
- 16.8 All post boxes to remain locked.
- 16.9 In the event of any breach of these rules by an owner, the body corporate shall immediately be entitled to proceed against such owner in law. Such right shall be in addition to and without prejudice to the right of the body corporate to immediately do or cause to be done anything which is intended to remedy the breach and whether or not such rectification is for the benefit of the complex or for any other owner or for any reason whatsoever.

Any expense incurred by the body corporate in so rectifying the breach and any loss sustained as a result of such breach and whether or not such expenses or loss is direct or indirect and including consequential loss or damage shall be for the account of the owner on breach of the rules and recoverable from such owners by the body corporate as a debt.

MAXPROP ADMINISTRATION
Secretaries & Managing Agents

21 February 1995