

BODY CORPORATE OF RINALDO GARDENS

CONDUCT RULES – Updated JULY 2014

Section 35 (2) (b) of the Sectional Titles Act, 1986)

1. FIDUCIARY DUTY OF TRUSTEES

- 1.1. Trustees have a fiduciary duty to ensure that house rules are observed in terms of the Sectional Titles Act. These are enforceable by law. In the event of an owner's failure to adhere to these rules causing nuisance or disturbance to any owner/s and on his/her failure to comply with the Trustee's request that he/she so comply or in the event of the owner failing to pay his/her levy on or before due date the Trustees shall take such measures as are necessary to ensure such compliance or payment whichever the case may be (including the institution of legal proceedings) and to recover all the costs of such measures including fees charged on the attorney and client scale, attorneys collection charges and tracing fees from the owner concerned.

2. APPLICABILITY

- 2.1. These rules shall apply to all owners, residents, tenants and others present on the premises at the invitation or direction of such owners and references in these rules to owners will be construed accordingly.
- 2.2. It is the responsibility of the seller to ensure that selling agents and new owners shall be handed a set of these "Conduct Rules" prior to completion of the sale. When any unit is sold, levy clearance will only be given after the Body Corporate have been supplied with a signed copy of the Conduct Rules by the new owner. An admin fee will be charged for the release of a levy clearance certificate. The new owner will sign acknowledging both receipt and acceptance of these Conduct Rules.
- 2.3. It shall be the duty of the owner of any unit to ensure that all persons present on the premises of "Rinaldo Gardens" at invitation or direction comply with such rules.

3. BASIC CONSIDERATIONS

- 3.1. The promotion of harmony among, and due concern for the comfort of, fellow residents should at all times guide residents in a complex such as "Rinaldo 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 units should accordingly not do anything which could materially alter the general appearance without first referring the matter to the Body Corporate.

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 written consent of the Body Corporate.
- 4.2. An owner or occupier 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 Body Corporate
- 4.3. Awnings & shade-ports: Owners may erect awnings and carports provided that such items comply with municipal building bye-laws and are approved by the Body Corporate. In particular the colour must be sanctioned by the Body Corporate. In the event of subsequent sale these items shall be treated as permanent once erected.
- 4.4. Air-Conditioners: Permission shall be required from the Body Corporate, in writing, to install any air-conditioner and, in such event, they may make such conditions as they deem appropriate. Written applications for permission to install any air-conditioner must include full details of the proposed installation.
- 4.5. 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.
- 4.6. Internal Improvements: Internal improvements which require the alteration or part alteration of a load bearing wall may not be carried out without prior written permission of the Body Corporate who may make such conditions, including an engineer's report, as are considered appropriate in the particular circumstances.
- 4.7. Aerials: TV or other aerials must be mounted neatly and within the natural boundaries of each unit.
- 4.8. Insurance and levies – Improvements: Owners must be aware that any improvements to their units could increase insurance costs and levies. These will be adjusted (if appropriate) to cover improvements or additions.

5. MAINTENANCE

- 5.1. An owner of a unit shall be responsible for the maintenance of his/her unit including all internal maintenance. Maintenance of exclusive use and maintenance of awnings or other approved fittings are subject to approval by the Body Corporate.

- 5.2. An owner shall be required to keep his/her air-conditioning unit in a state of good repair to the satisfaction of the Body Corporate.
- 5.3. Awnings and other fittings in the public view shall be kept clean and free from any sign of neglect or deterioration at all times.
- 5.4. Private gardens and lawns must be kept neat and trees and plants in these gardens must be kept from interfering with any neighbour's property.
- 5.5. Gardens on the common property shall be under the sole responsibility of the Body Corporate who may delegate such function to a person or persons approved by them. Owners have the right to complain to the Body Corporate in writing should any of the said gardens need attention. However, any damage to or defect to the common property gardens will be for the owners accounts to repair, maintain and/or replace.
- 5.6. It is the responsibility of the owner to take their garden refuse and builder's rubble to a Municipal dump site.
- 5.7. The Body Corporate will be responsible for the maintenance and the upkeep of the grass bank behind Units 6 and 7.
- 5.8. Unit owners shall maintain in a hygienic and dry condition, a receptacle for refuse within his/her exclusive use area. Unit owners will also ensure that before refuse is placed in such receptacle that it is securely wrapped, or in the case of tins or other containers, completely drained. Unit owners shall ensure that refuse is disposed of in a sanitary manner and in accordance with municipal bye-laws. Black refuse bags should only be placed outside on the pavement before 07.00 am on the morning of collection – normally Mondays and Thursdays and orange recycle bags are collected on Mondays only.
- 5.9. The maintenance of the complex perimeter walls is the responsibility of the Body Corporate. All security measures e.g. razor wire etc. or other improvements, will be for the cost of the owner. Wooden fences in-between the units will be maintained by and is the responsibility of the Body Corporate.
- 5.10. The maintenance of the pedestrian gate and the main gate is the responsibility of the Body Corporate. All maintenance and repairs will be conducted by the Body Corporate and no owner may have access to the gate motors or conduct their own maintenance or repairs on the gate motors.
- 5.11. Maintenance and varnishing of exterior faces of doors and window frames is the responsibility of the Body Corporate. Maintenance and varnishing of interior faces of doors and window frames is the responsibility of the owner. The cost of replacement of exterior doors and window frames is to be shared equally between the owner and the Body Corporate. The garage door, front door and courtyard gate are the dual responsibility of the owner and the Body Corporate. The Body Corporate will be responsible for submitting a quotation for the replacement of the garage door, front door and courtyard gate to the Owner. The onus would be with the Owner to liase with the contractor to order and install the garage door, front

door and courtyard gate for their unit. The Owner must pay the full invoice cost to the contractor directly. Once the installation is complete, the owner must claim 50% of the cost of the invoice from the Body Corporate

- 5.12. Any machine owned by the complex is loaned to an owner subject to it being returned in good working order to the Trustee concerned.
- 5.13. Any work done involving noise, shall not be permitted between 19h00 and 09h00 on weekdays, before 08h00 and after 16h00 on Saturdays, before 09h00 and after 14h00 on Sundays.
- 5.14. The use of power tools, hammering and other noise generating equipment shall not be permitted between 19h00 and 09h00 on weekdays, before 08h00 and after 16h00 on Saturdays, before 09h00 and after 14h00 on Sundays.
- 5.15. Should the Conduct Rules be contravened, the Body Corporate may:
 - 5.15.1 Request an owner to remove such structure or object at his or her own cost.
 - 5.15.2 Instruct an owner to remove or cause the removal of and/ or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 14 (fourteen) days after written notice given by the Body Corporate. The Body Corporate may affect such removal and/ or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate, employees or contractors for any damage resulting there from.
 - 5.15.3 Impose a fine
 - 5.15.3 Obtain an interdict
 - 5.15.4 Impose more than one of the options mentioned

6. AVOIDANCE OF NUISANCE

6.1. Communal living such as exists at “Rinaldo Gardens” demands co-operative courtesy amongst all occupants. Reasonable quiet should be maintained, therefore, at all times.

6.2 Pets

6.2.1 The maximum number allowed shall be two small pets per unit (this, after permission has been requested from, and given), by the Body Corporate. What constitutes a small dog would be left to the discretion of the Body Corporate and will be subject to the following considerations:-

6.2.1.1 Pets will not be allowed to stray unaccompanied on the common property;

6.2.1.2 Pets will not be allowed to cause any disturbance or create any unsanitary environment on the common property or in the sections;

- 6.2.2 An owner or occupier shall not, without the consent, in writing of the Body Corporate, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section on the common property.
- 6.2.3 All of the above is subject to the discretion of the Body Corporate who reserve the right to ask any occupant of a section to remove his/her pet from the property if necessary.
- 6.3 Children are not permitted to play in the refuse bin areas, nor on the driveway areas, except under adult supervision.
 - 6.3.1 Bicycles, motor cycles, tricycles and roller skates may not be left on any portion of the section where it is visible to any owner. This also applies to caravans, trailers, boats and commercial vehicles excluding bakkies.
 - 6.3.2 The parents of resident children will be required to repair or remedy forthwith, at their own expense, any damage to or defect in “Rinaldo Gardens” property caused by or in consequence of any act or omission of their children.
- 6.4 Post boxes must be kept locked at all times, to avoid theft and/ or contents falling onto the ground.
- 6.5 The Body Corporate does not accept any responsibility for any loss, damage or injury that may occur.

7 MOTOR VEHICLES

- 7.1 Motor vehicles of owners, visitors and contractor may be parked only on ‘own use’ areas as specifically demarcated. The owner shall not permit a vehicle either to obstruct or to interfere with normal traffic within the driveways common to all dwelling units.
- 7.2 All driveway areas must be kept clear at all times.
- 7.3 The maximum number of permanent vehicles is two per unit. Special permission to park more than two vehicles permanently at the complex must be requested in writing, and permission given by the Body Corporate. Should such permission be granted, the extra vehicle may then at the discretion of the Body Corporate be parked in a visitors bay at the entrance to the complex. Visitor bays may not be occupied for continuous periods exceeding 24 hours.
- 7.4 Owners and occupiers shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property
- 7.5 Notwithstanding the above, the special short term visitor’s bay sited within the complex may be used for a maximum of 24 hours by day/night visitors. This bay is available only for temporary use by visitors – not by residents. After a written

warning has been issued to the owner concerned to remove the said vehicle. A fine per 24 hour period, or part thereof may be levied on any vehicle parked illegally in the special visitors parking bay.

- 7.6 Repairs to and reconditioning of vehicles on the common property is not permitted.
- 7.7 Vehicles may not travel at speeds in excess of 8 kilometers per hour on any portion of the common property.
- 7.8 Vehicles may be removed, towed away, and/or its wheels clamped, at the expense of the owner, including the payment of the release penalty to be determined by the Body Corporate from time to time, any vehicle parked, or abandoned in contravention of these Rules.

8 ACTIVITIES ON COMMON PROPERTY

- 8.1 Occupiers must ensure that their servants do not cause undue noise on the common property or elsewhere.
- 8.2 Occupiers must ensure that their servants and/or friends do not loiter on the common property.
- 8.3 Persons entering or exiting on foot must use the pedestrian gate not the motor gates.

9 PROHIBITED ACTIVITIES

- 9.1 Owners shall not commit nor permit any act which would increase the hazard of fire or have the effect of increasing the insurance premium (e.g.: storage of flammable liquids, tampering or overloading of electrical circuits, etc). Gas cylinders must be stored in a cage compliant with all appropriate by-laws and safety precautions.
- 9.2 Owners shall take reasonable precautions to ensure that damage to other sections is not done by water points in their sections. Main water stopcocks, outside the gates, should accordingly be closed if a section is to be left unattended for periods in excess of 7 days.
- 9.3 No Estate Agents' signs or other business signs are permitted on the common property other than Estate Agents' show house 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.
- 9.4 Clothing or laundry shall not be hung to dry or air in or out of windows nor may it overhang from patios or balconies. An owner or occupier shall not, without the

consent in writing of the Body Corporate, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

- 9.5 An owner or occupier shall not deposit, permit, allow or throw any rubbish on the common property including dirt, cigarette butts, food scraps or any other litter whatsoever
- 9.6 An owner or occupier shall not store any dangerous goods or materials, or permit or allow, any other dangerous act in the complex or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy
- 9.7 An owner shall keep his unit free of white ants, borer and other wood destroying insects and to this end shall permit the Body Corporate, the managing agent, and their duly authorised agents or employees, to enter upon 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 costs of the inspection, eradicating any such 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.
- 9.8 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.

10. SECURITY, SAFETY AND RISK

Owners, lessees and occupants of units must at all time ensure that the security and safety of other occupants and their property are preserved, and in particular must:

- 10.1 Handle their access controls responsibly and must report any lost of an access control to the Body Corporate Ensure that upon entering or leaving the premises, the relevant pedestrian or main gate is properly closed
- 10.2 Ensure that such pedestrian gate, main gates are never opened for unknown or uninvited persons
- 10.3 After passing through the main gates, in or out, drivers must stop and ensure that the gates are fully closed before driving off.
- 10.4 Comply with any security measures and Directives imposed from time to time by the Body Corporate
- 10.5 All persons on the common property or using any of its facilities do so entirely at their own risk. No person shall have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal, natural phenomena or otherwise.

- 10.6 The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual units nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.
- 10.7 The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

11. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- 11.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 11.2 In the event of an owner (or their tenant) failing to adhere to these rules - resulting in any damage to another owner's property, or any part of the common property including damage to the driveway - that owner shall be held responsible for the costs of repairing any such damage.
- 11.3 An owner shall pay interest at the maximum rate allowed by law on the amount of any levy not paid on or before due date being the seventh (7th) day of each month.
- 11.4 The Body Corporate will not be responsible for any insurance or other costs if the levy has not been paid by due date.
- 11.5 The Body Corporate may, at any time, inspect individual units BY ARRANGEMENT.
- 11.6 Owners letting their premises to third parties must sign a lease with the tenant for a minimum of twelve (12) months, and ensure that a copy of these conduct rules are incorporated in the lease agreement with the tenant and any reference in these rules to owners shall be construed as a reference to such owner's tenant subject to the Body Corporate' right of recourse against the owner if the tenant fails to comply with the direction of the Body Corporate, however should the tenant/s fail to abide/adhere to these rules, the Body Corporate will address the owners to remove the tenants from the property within a three month period.
- 11.7 An owner of a unit shall within 7 (seven) days after concluding a lease agreement or other occupancy arrangement, furnish the Body Corporate with the particulars (the full names and contact telephone numbers) of his or her tenant or other occupants and shall further furnish the Body Corporate with the tenants (or other occupants) written acknowledgement of receipt of the Conduct Rules.
- 11.8 An owner shall notify the Body Corporate or managing agent in writing with 14 (fourteen) days of conclusion of a lease agreement or other occupancy

arrangement (whether verbal or in writing), of the conclusion of such agreement or arrangement and of the names and contact details of the tenants or occupants.

- 11.9 No owner of a unit shall allow more than six (6) people to occupy a unit in a three bedroom unit

12. COMPLAINTS

- 12.1 All complaints must be submitted to the Body Corporate or managing agent in writing.

13. GENERAL

- 13.1 The Body Corporate shall be entitled, at all times, to lay down general terms and conditions of occupancy relating to the use of radios, air-conditioning machines and other electrical appliances and such other matters as the Body Corporate deem fit, for the convenience and comfort and general well-being of all the occupants of the said premises from time to time vary, alter or amend same provided always that the Board of Body Corporate shall have given written notice to the owners/occupiers.
- 13.2 The Body Corporate will be responsible for the repair of the wiring to the intercoms, however damage to the handset by the owner will be for the owners account.
- 13.3 In terms of the Sectional Title Act, an owner is not allowed to use a townhouse or flat for anything except residential purposes. However, a proposal to conduct business from home without transgressing the Sectional Title Act must be submitted to the Body Corporate to obtain permission and approval. The business must ensure it does not interfere with the habitable and harmony of the Complex and noise, nuisances, inconvenience, annoyances and irritants to the owners of the Complex will be not tolerated.

Updated: JULY 2014