

# TINDLEWOOD

## Body corporate

### CONDUCT RULES

CONDUCT RULES PRESCRIBED BY THE BOARD OF TRUSTEES IN TERMS OF SECTION 35 OF THE RULES FOR THE CONTROL AND MANAGEMENT OF A SECTIONAL TITLE SCHEME.

Every lease agreement in terms of which a property is let shall as a prerequisite have the Conduct Rules as an integrated Annexure – see 15.1 -

### STRICTLY PROHIBITED !!!

1. CATS AND DOGS.
2. ANY NOISE BETWEEN 22H00 AND 08H00.
3. ANY NOISE ON SUNDAYS.
4. MUSIC FROM VEHICLES.
5. IRRITATING AND LOUD NOISES !!! i.e. hooting, skateboarding, grinding, engine revving, ongoing music, etc.
6. HANGING OF WASHING OVER BALCONIES.
7. Alcohol and bad behaviour in common areas.
8. LITTERING IN ANY FORM.
9. FIREWORKS.

**FINES WILL BE ISSUED WITH  
TRANSGRESSION OF THE CONDUCT RULES**

**RIGHT OF ADMISSION RESERVED**

# **TINDLEWOOD BODY CORPORATE HOUSE RULES**

## **Introduction**

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These Conduct Rules are issued for the guidance of Body Corporates and Managing Agents. The South African Property Owners Association accepts no responsibility for any errors or omissions in the Conduct Rules including any problems, which may be encountered in attempting to enforce the Conduct Rules.

## Introduction

- i The Conduct Rules which are set out below are binding on all owners and all persons occupying any section who, in turn, are responsible for ensuring that members of their families and their tenants, invites and servants comply with them.
- ii Happy and satisfying community-living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy community.
- iii In the event of annoyance, aggravation or complaints occurring between owners or occupants an attempt should 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 resolved between the parties only then should they be brought to the notice of the trustees in writing. The Trustees may require that a complaint is submitted to them in the form of an affidavit before they consider it.
- iv In the event of any conflict between the Conduct Rules and the Management Rules the Management Rules shall prevail.
- v Interpretation – In these Conduct Rules a word or expression to which a meaning has been assigned in the Sectional Titles Act, 1986 and Regulations bears that meaning, unless the context otherwise indicates.

## 1. MOTOR VEHICLES

### **Only one vehicle per unit is allowed inside the complex.**

Owners or occupiers of sections shall observe and shall ensure that their visitors and guests –

observe any road signs on the common property;

do not exceed the 5 km/h speed limit;

do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety; and do not allow any unlicensed person to drive any vehicle within the common property;

Hooters shall not be sounded within the common property other than in emergencies;

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 access from garages, carports and parking bays is not obstructed. One vehicle may not occupy two parking bays;

Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid onto the common property 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, and with their prior written consent;

No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Trustees;

No person may dismantle or effect major repairs to any vehicle on any portion of the common property;

The Trustees may instruct the removal or towing away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules;

An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owners or occupier is entitled to use such exclusive use area;

Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its Agents or any of their employees for loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the property.

Residents may only park their vehicle in their dedicated parking areas ie. Garage or Carport. Residents must get permission from Management for a second vehicle. **Visitors may only park in the open parking areas if available!!!**

## 2. LAUNDRY

An owner or occupier of a section 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 buildings or the common property where it is visible from outside the buildings or from any other section;

Any washing hung out to dry is at the sole risk of the owner thereof;

People must consider other occupants' washing on washing lines;

No washing may be hung on veranda railings.

## 3. REFUSE DISPOSAL

An owner or occupier of a section shall –  
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 Trustee in writing;

- 3.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 3.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designed by the Trustees in writing;
- 3.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in rule 14.1.

#### **4. FIRE WORKS, NOISE & CONDUCT**

**NO FIRE WORKS IN WHATEVER FORM WILL BE ALLOWED!!!**

Residence may not make excessive noise or play music that may be a disturbance. **NO NOISE** between 22:00 and 08:00 of every day of the week and **NO NOISE** on Sundays.

**Music from vehicles is NOT allowed.**

An owner or occupier of a section shall ensure that he and his visitors and guests do not make or cause undue noise.

At all times residents, their employees and visitors shall conduct themselves on the property and in their units in an orderly manner, so as not to breach the **Rules** – and this responsibility lies with the **Residents and Owners**.

**No bad language, bad behaviour, threatening or fighting in whatever form will be tolerated.**

The Trustees reserve the right to enforce acceptable behaviour and impose fines or penalties in cases where residents do not adhere to the Rules.

#### **5. GARDENING**

An owner or occupiers of a section shall maintain his exclusive use area for gardening purposes, if any, in a neat tidy condition.

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

Garden Tools shall not be kept in any place where they will be in view from other sections of the common property.

#### **6. POOL – NOT APPLICABLE**

#### **7. PETS**

**No pets** will be allowed on the premises of Tindlewood.

Aviaries are not allowed and cage birds making loud noises will not be permitted

## **8. SERVANTS**

An owner or occupier of a section shall –

be responsible for the activities and conduct of his servants and shall ensure that his servants understand and do not breach any rules, national or provincial legislation or local authority by-laws which may affect the scheme.

ensure that his servants and their visitors or guests do not litter on the common property.

ensure that his servants visitors do not cause undue noise within their sections or on the common property or elsewhere.

ensure that servants don't hang washing on verandas or paving.

any owner or occupier whose servant consistently fails to abide by the Conduct Rules may be required to remove such servant from the property if so instructed by the trustees.

## **9. ALTERATIONS - GENERAL**

Before any authorised 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 agreed deadline or if the common property is damaged.

Any alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring sections.

## **10. EXTERIOR OF BUILDINGS**

Subject to Section 39 no alterations, additions or decorations to the exterior of the sections, including radio/television aerials, or to exclusive use areas or to any other portion of the common property may 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 effect the strength of the structure or any servitude as defined in Section 28 of the Sectional Titles Act, 1986 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 alteration or addition.

Requests for consent in terms of Section 41 shall be made in writing to the Trustees and shall be accompanied by plans and specifications showing the

nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.

An owner or occupier of a section shall be obliged to maintain all alterations, conditions, and/or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.

If an owner or occupier of a section fails to comply with provision of Rule 43 and such failure persists for period of 30 days after written notice to repair or maintain given by the Trustees or the managing agents, the body corporate shall be entitled to remedy the owners failure in question in such manner as it deems fit and to recover the cost of so doing from such owner.

Notwithstanding any approval granted by the Trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owner or occupier of the section concerned to obtain any such necessary permit or approvals.

Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in 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 performance of such work.

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

## **11. INTERIOR OF SECTIONS**

- 11.1 No structural alterations to interiors of sections 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 the prior written consent of the trustees and 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 alteration or addition.
- 11.2 An owner or occupier of a section shall not be entitled to interfere with electrical installations and plug points, unless such work is undertaken by a licensed electrician.
- 11.3 Interior repairs and maintenance of whatever nature are the responsibility of the owner or occupier of that section and neither the superintendent, if any, nor the Managing Agents, nor any employee of the Body Corporate are to be requested to attend to such matters.

- 11.4 Owners are advised that internal defects are not the responsibility of the Body Corporate and that should defects occur, that these matters must be taken up with the Developer.
- 11.5 The Trustees reserve the right to amend, add to or alter the above Rules from time to time.

## **12. SIGNS AND NOTICES**

No owner or occupier of a section, used for residential purpose, shall place any sign, notice billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the prior written consent of the Trustees first having been obtained.

## **13. LITTERING**

An owner or occupier of a section shall not deposit, or throw any rubbish on the common property, onto or into a neighbouring property or section, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **14. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier of a section shall not store any material, or 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.

## **15. LETTINGS OF UNITS**

- 15.1 The owner of a section shall be obliged to ensure that a tenant of his section 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 of rights of occupancy.

*Owners of units must include the following in current and new rental agreements:*

**"The Tenant shall at all relevant times during the lease period be subject to the Code of Conduct of Tindlewood. A copy of the said Code of Conduct is attached hereto marked "Annexure A" and will form an integral part of this agreement.**

**Any breach by the tenant or the non compliance with any condition laid down in the Code of Conduct will ipso facto be regarded as a breach of a material condition of this agreement."**

- 15.2 An owner of a section 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 of his tenant and of the period of the lease. Similarly, an owner shall forthwith notify the Trustees in writing of the full names of any other person granted rights of occupancy.

## **16. ERADICATION OF PESTS**

An owner or occupier of a section 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 his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests. The costs of the inspection eradication of any such pests as may be found within the section, and replacement of any woodwork or other material forming part of such section, which may have been damaged by any such pests, shall be borne by the owner of the section concerned.

## **17. SUNDRY PROVISIONS**

The Body Corporate and/or its agents 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 servant or his relative, friend, acquaintance, visitors, invites or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual sections or/for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate's employees, servants, agents or contractors.

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

No business or trade may be conducted on the common property or in the sections unless written approval is received from Management.

No auctions or jumble sales may be held on the common property or in the sections.

No firearms or pellet guns may be discharged on the common property.

No stones or other solid objects may be thrown or propelled on the common property.

Moving of furniture or any heavy or bulky articles on the common property should be by prior arrangement with the superintendent, if any, or a Trustee. Any damage caused to the common property shall be rectified at the expense of the owner or occupier of the section concerned.

## 18. OCCUPATION OF SECTIONS

The number of occupants of each sections shall be restricted to a maximum number as detailed:

1x Bedrooms = 2 persons

## 19. DIVISIBILITY

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 purposes of these Rules the term "clause" shall include all sub clauses.

## 20. PAYMENTS TO THE BODY CORPORATE

All levies and other miscellaneous debits are due and payable on or before the 7<sup>th</sup> day of each month.

The Managing Agents charge an administration fee of R100-00 to members who are in the arrears as at the 15<sup>th</sup> calendar day of each month.

Any owner who is persistently in arrears with his levy or electricity payments shall be obliged, at the request of the Trustees, to lodge a deposit of an amount at the discretion of the Trustees.

In addition to the above, the Trustees shall have the right to:

Proceed with any right the Body Corporate may have in Law, for the recovery of any amount due.

Suspend any or all other services to the relevant Unit for such time as they may consider necessary.

Bar the residents of a Unit in arrears, from using facilities of the complex.

All deposits may, at the discretion of the Trustees, be applied to any amount outstanding, but in such event, the relevant Owner in the required amount shall immediately reinstate the deposit.

## 21. PENALTIES

The Trustees of the Body Corporate shall be entitled to impose penalties within their discretion on any owner who refuse or fail to adhere to the provision and/or decisions by the Board of the Body Corporate. **The penalties shall be added to the monthly levy** and regarded for all purposes as levies to be paid immediately and on month-end by the relevant owner. Failure to adhere or pay such penalties shall be regarded as non-payment of the monthly levies and the Body Corporate shall be entitled to take legal steps for the collection thereof.

The following penalty structure has been approved

- |                                   |   |
|-----------------------------------|---|
| 1. <b>Parking</b>                 | <b>R 250</b>  |
| 2. <b>Pets</b>                    | <b>R150 for 1<sup>st</sup> week</b> of contravention, <b>doubling every week thereafter</b> if not adhered to (i.e. R 150, R300, R600, R1200 etc) |
| 3. <b>Noise &amp; Disturbance</b> | <b>R 500</b>  |
| 4. <b>Security</b>                | <b>R 500</b>  |
| 5. <b>Any other offence</b>       | <b>R 300 for the first, R 600 the 2nd, R1200 the 3<sup>rd</sup>, etc.</b>   |

The board of Trustees may adjust fines from time to time.

**NOTE: Residents will be held responsible for their visitors and be fined for their visitors' misconduct.**

## **22. ENTRANCE GATE/GUARDS**

Entry to the complex can be gained via remote control or by code.

An intercom system linking the individual Units to the security gate is not available. Visitors will not be permitted entry. Residents must open the gate for visitors.

Residents are **not permitted** to give their codes to anyone at any time. Negligence of this rule will be viewed in the strongest light, since security is of utmost importance.

Should the Body Corporate employ a Security Guard, this Guard is under the control of the Trustees and will be instructed to take orders only from the appointed Trustees.

The foregoing Rules have been adopted by the trustees of **The Body Corporate of Tindlewood** and are applicable to all owners / residents of **Tindlewood** with immediate effect.

**January 2010**

\_\_\_\_\_  
Homeowner Signature 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner Signature 2

\_\_\_\_\_  
Date