

LINDENLEE BODY CORPORATE - CONDUCT RULES

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

1. Animals, reptiles and birds

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

2. Refuse disposal

- (1) An owner or occupier of a section shall-
 - (a) maintain in an 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;
 - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

3. Damage alterations or additions to the common property

Body Corporate approval is pre-requisite for any structural alterations to individual flats.

Structural Alteration

Permission in writing to be obtained before any alterations are done. Body Corporate approval will also be required in instances where the external appearance of an individual flat is to be altered.

Internal improvements which require the destruction or part destruction of any internal structural walls shall only be allowed with prior approval of the Trustees (which approval shall not be unreasonably withheld), who may make such conditions as are considered appropriate in the particular circumstances.

An owner of a flat shall not mark, paint, drive nails or screws or the like into or otherwise damage, or alter any part of the common property without the written consent of the Trustees.

An owner may install:

- Any locking device, safety gate, burglar gate or other safety device of the protection of his flat.
- Any screen or other device to prevent the entry of any animal or insect.
- Provided that the Body Corporate and Trustees have first approved of the nature and design of the device and the manner of its installation.

All repairs, be it plumbing, electrical or other to be carried out by a competent person. Body Corporate/Trustees are to be informed and notified of such repairs/installation by the owner. No owner/occupier to paint externally without acquiring permission from the Body Corporate or Trustees and strictly conforming to colour concept/uniformity of Lindenlee.

Failure to comply with any of the provisions of clause will render the owner liable to make good any damaged caused, directly or indirectly as a result of such work.

5. Appearance from outside

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, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

The owner/tenant shall not allow any linen to be hung on the outside of any section except in the places specially designed thereof. Carpets, mats and linen shall not be hung over walls or railings and not be to shaken or dusted or beaten over the outward facing walls or through windows or from balcony.

Air Conditioners/Television Aerials

There is to be unity.

Rectification of damage to property and/or removal of litter

Whether by residents or their guests – will be the responsibility of the resident concerned.

Braaing

No braaing is allowed on the common property.

6. Signs and notices

No owner or occupier of a section, used for residential purposes, 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 written consent of the trustees first having being obtained.

7. Littering

An owner or occupier of a section shall not deposit, throw, or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. Laundry

An owner or occupier of a section shall not, without the consent in writing of the trustees, 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.

No residents are to hang heavy blankets on the line as this may cause the line to sag or be damaged. No clothing is to be hanging overnight on the line as this will attract thieves.

Operating hours for the wash lines on the roof are from 07h00 to 16h00 daily.

9. Storage of inflammatory material and other dangerous acts

An owner or occupier 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.

10. Letting of units

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. Tenants must have three (3) references for occupation of flats. Contact details of the tenant are to be provided to the Body Corporate/Trustees in order to update the residents register.

11. 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 agent, 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.

12. Usage/Basic Consideration

The sections and the common property shall be used for residential purposes only. The Body Corporate shall not permit any owner/tenant to use the premises and resources of Emerald Park for commercial enterprise.

Bachelor units are designed to accommodate not more than 2 persons.

One bedroom units are designed to accommodate not more than 3 persons.

Two bedroom units are designed to accommodate not more than 4 persons.

Three bedroom units are designed to accommodate not more than 6 persons.

Four bedroom units are designed to accommodate not more than 8 persons.

All owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the complex and in accordance with the rules and any house rules made in terms of these rules and of the provisions of the Act.

Failure to comply with the above rules may be deemed to constitute an infringement of the rights of the other flat owners in that their enjoyment of the amenity, to which they are entitled may be affected detrimentally thereby, which in turn would constitute a breach of the rules and the infringing owner/tenants could, as a consequence thereof face sanction from the Body Corporate or Trustees.

13. Sub-Division

No owner shall sub-divide or partition any section or any part thereof with first obtain the prior written approval of the Trustees who in giving such approval may attach such conditions thereto as they in their discretion shall deem fit.

14. Applicability

These rules shall apply to **ALL** owners/residents/tenants and others present on the premises at the invitation or direction of such owners and specified persons.

It shall be the duty of the owner of any unit to ensure that all individuals present on that premises of Lindenlee by lease, by invitation or by direction **COMPLY** with these rules. The owner of a flat shall remain primarily responsible for the occupant's compliance with these rules.

Without prejudice to any other rights that the Body Corporate may have, it shall be entitled to call upon the owner of the flat by written notice to cause a tenant or guest or any other person on the property at the invitation of the said unit owner, **should the tenant/guest cause disturbance,** to vacate the unit and/or the property within a time limited specified in such notice.

Owners letting their units to third parties shall ensure that a copy of these rules is incorporated into the lease agreement and any reference in these rules to the owner shall be construed as a reference to such owners tenant, subject to the Body Corporate/Trustees right of resource against the owner if the tenant fails to comply with the direction of the Body Corporate or Trustees.

An owner selling his/her flat shall obtain from the buyer a written undertaking in favour of the Body Corporate that the new owner will observe all regulations and conditions as contained in these rules. Such undertaking shall be lodged with the Body Corporate or Trustees prior to the sale and the occupation of the flat.

It is acknowledged that until such time as the written undertaking referred to the above is received the Body Corporate shall be entitled to withhold signature and delivery of a levy clearance certificate.

15. Visitors

Visitors are not allowed to loiter, wonder or walk around the property without being accompanied by the tenants whom they are visiting. The entertainment of guests on the common property **will not be tolerated**.

Residents will be held responsible for the behaviour or conduct of their guests, and disturbance or damage which may cause, i.e making a noise at anytime anywhere on the common property. Visitors are not to be unruly even in the homes they are visiting. Visiting adults/children must adhere to the rules of Lindenlee

Visiting Hours: No later than 21h00 weekdays
No later than 22h00 on weekends

Guests visiting after the stipulate hours will be considered as overnight guests and the following charge will apply:

Guests that are residing overnight shall have the cost of R 50.00 pppn billed onto the owner/tenants account.
There shall be no overcrowding.

16. Disturbance of Peace/Noise

The resident shall not cause or permit or allow on the common property any noise or act or thing which shall be a nuisance, annoyance or inconvenience to adjoining tenants, or other occupiers of Lindenlee or the occupiers of adjoining or neighboring properties.

Noisy maintenance work, i.e (drilling, knocking, banging, etc) or gardening with machines (lawnmowers, weed eaters, etc) to be carried out beyond the following periods.

Monday to Friday 08h00 to 16h00
Saturday 09h00 to 12h00

- Strictly no hooting, no loud music – TV/Radio.
- No screaming, yelling, shouting or loud talking.
- No banging of gardens gates, doors, floors, roofs and balcony railings at all times.
- Children must be discouraged from yelling and jumping unnecessary.

17. Games Adult/Children

No owners/tenants shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the complex.

Parents of children concerned will be responsible of paying of the repairs for damages caused to the common property. No riding of any toys, e.g: roller blades, skates, bicycles, tricycles, go-carts etc, is allowed in the corridors or the foyer areas,

Children are not allowed to run up and down the passages/common property making a noise.

Parents must supervise children with the above

The Body Corporate will prohibit/turn away children/person not living at Lindenlee that enters the premises with the intention of playing games on the common property.

18. Staff / Gardener / Cleaner

In the event of the Body Corporate employing a labourer/s for the purpose of maintaining the common property or any other specific duties that he Trustees deem necessary, such labourer/s shall perform only those activities approved by the Trustees.

Owners/tenants may not make the use of the labourer/s for personal/private gain during his working hours. Owners/tenants may use the services of the labourer/s during his off days/hours and all wages/expenses to be incurred by the owner/tenant.

19. Security

Ensure that the security gates are closed at all times. One access disc is issued for each unit, and is obtained from the owner of the unit. Any owner/tenant or their visitors found dismantling/damaging the security gates or tampering the meter room will be prosecuted and held liable for the subsequent repair costs. Charges for the access discs are as follows:

- **New Disc** **R 100.00**
- **Replacement Disc due to malfunctioning** **R 50.00**
- **Lost Disc** **R 200.00**

It was further noted that tenants are to be advised that there will be a non-refundable charge of R 50.00 for the issuing and returning of the disc used during their period of occupation.

20. Moving Fees

There will be a charge of R 50.00 for the moving of any furniture during the stipulated times.

21. Owners Default

If an owner (whether by himself or by his lessee, invitee, guest, agent servant or employee) commits any breach of any rules and fails to remedy such breach within a period of seven days after the giving of a written notice to remedy such breach by the Trustees, if so authorised by the Trustees, shall be entitled either:

- a. To enter the section with its or there workman and agents and at the expense of the owner, to carry out whatever work may be necessary to remedy such breach,
- b. Or to take such action as may be available to it or them in terms of the Act or at law.

22. Levies and Legal Costs

22.1 It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.

22.2 All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately.

22.3 All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account immediately.

22.4 All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.

23. Disclaimer of Responsibility

The Body Corporate/Trustees shall not be liable for any damages to any property to whomsoever it may belong which is in any flat or in any part of the common property, regardless of the manner in which such damage occurs, nor shall the Body Corporate/Trustees be responsible for any property that may be stolen or removed without the consent of the owner/tenant of any flat.

The Body Corporate/Trustees and/or its agents shall not be liable to any owner/tenant or to any owner's/tenant's employee, servant, guest or invitee or any member of the public dealing with the owners/tenant for any injury or loss or damage of any description which such person may suffer or sustain directly or indirectly in or about the common property and its buildings.

24. Firearms And Fireworks

The lighting or letting off of fireworks within the complex is prohibited.

No Member shall discharge any firearm, air gun or other lethal or dangerous weapon (including "catties") within the complex other than in self-defence.

26. Fines

Insofar as the rules are concerned the Trustees may impose fines upon an owner pursuant to a breach of the rules set out hereunder, as a guide only, the following categories and scales of fines:-

OFFENCE	FIRST OFFENCE	SECOND OFFENCE OR DISREGARD OF IMPOSITION
<ul style="list-style-type: none"> • Technical breach without malice aforethought or premeditated intent or due consideration 	R 200	R 400
<ul style="list-style-type: none"> • Non-compliance 	R 500	R 1 000
<ul style="list-style-type: none"> • Blatant disregard 	R 500	R 1 000
<ul style="list-style-type: none"> • Pets 	R 500	R 1000

The abovementioned fines and categories of offences shall be subject to amendment by the Trustees from time to time at their discretion.

Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Member.