



# CONDUCT RULES

## Sectional Title Scheme Management Act, Act 8 of 2011

### Villa Bianco

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#### Definition:

a) **General**

Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.

The clause heading have been inserted for reference purpose only and shall not be taken into account in any interpretation.

The word as defined in The Sectional Title Act 95 of 1986 shall, unless specifically defined in terms hereof, bear the meaning designated to them in the legislation in which they are so defined.

b) **The Sectional Titles Scheme Management Act, Act 8 of 2011**

The Sectional Titles Scheme Management Act, Act 8 of 2011, as well as all regulations there under.

c) **The Body Corporate**

The Body Corporate as contemplated in the Sectional Titles Scheme Management Act, Act 8 of 2011.

d) **Use of Carport**

The use of a carport as set out in Rule 13 herewith.

e) **Section / Unit**

A unit as registered for residential purposes.

f) **Common Property**

The common property as shown in The Sectional Title Plans.

g) **Owners**

The registered owners of the units, who are also responsible for their families, servants, visitors, tenants and / or residents that may be in the complex.

h) **The Board of Trustees**

The Board of Trustees as contemplated in the Sectional Titles Act 95 of 1986.

i) **Caretaker**

Shall include Caretaker, superintendent or may person appointed by the Board of Trustees to implement supervision and control of the complex.

j) **Managing Agent**

The Managing Agent as appointed by the Board of Trustees from time to time, to administer the affairs of the Body Corporate.

k) **Complex**

Includes the building known as Villa Bianco, as well as all common property.

**1. Co-operation / Good neighbourliness**

Whether you are an owner or a tenant, you remain a member of the Villa Bianco community and have a responsibility towards your neighbours, the buildings and the equipment of the complex. You are therefore required to co-operate at all times and to promote good neighbourliness.

**2. Animals, Reptiles & Birds**

**No** animals whatsoever, including dogs, cats, birds, spiders, snakes etc. may be kept in a unit and or on the common property.

**3. External appearances**

3.1 The owner or tenant of a unit shall not place or do anything on any part of the common property, including balconies, patios and or gardens which, in the discretion of the Board of Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the unit. Curtains and / or blinds must blend in with the aesthetics of the complex.

3.2 No protruding air-conditioners, radio and or television aerials or antennas may be installed without prior written consent from the Board of Trustees.

3.3 No awnings, either of a temporary or permanent nature may be installed without prior written consent of the Board of Trustees.

**4 Breach of conduct rules:**

If the owner/tenant fails to fulfil the obligations of the conduct rule/s, the body corporate can:

- provide notice in writing requesting that the owner complies;
- perform any necessary work if the owner fails to do so after receiving written notice;
- recover the costs of performing such work.

**4.1 Rights of the Body Corporate:**

The Body Corporate should retain the right to perform emergency repairs or necessary maintenance on underlying common property, even if that necessitates de-commissioning or de-installing the system, under terms and conditions clearly stipulated in the rule/s and to stipulate that the owner will have no claim against the Body Corporate.

**5 Business Practices**

5.1 No owners or tenants of a unit shall place any sign, notice billboard or advertisement of any kind whatsoever on any part of the common property or on a unit, so as to be visible from the outside of the unit, without prior consent from the Board of Trustees.

5.2 An owner or tenant of a unit may not conduct any business whatsoever for profit or otherwise, within the complex.

5.3 No auction or jumble sale may be held in or on the property without prior written consent from the Board of Trustees.

5.4 No hawkers will be allowed on the premises at any time.

## **6 Washing**

6.1 Neither washing nor any article may be hung over rails or in windows or on balconies or on any part of the property so as to be visible to other units or from outside the property.

6.2 An owner or tenant of a unit shall not, without the prior written consent of the Board of Trustees, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or common property so as to be visible from the outside of the building or from any other unit.

6.3 No object or refuse of any nature may be thrown from a unit or left in the elevator or elevator shaft and passages.

## **7 Children**

7.1 Children are subject to the Conduct Rules in the same way as adults.

7.2 Children may not play in the walkways, parking areas, driveways and guardhouse at any time.

7.3 Residents must supervise and control their children and their visitor's children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with post boxes, name plates, plants, climb on walls, fixtures and fittings or play with the taps on the common property.

## **8 Common Gardens**

8.1 Shrubs and trees may not be cut down, but they may, by arrangement with the Board of Trustees, be pruned.

8.2 Flowers in the common property gardens may not be picket or removed.

8.3 Residents may not plant anything on the common property, without the prior written consent of the Board of Trustees. All gardening will be done on the instructions of the Board of Trustees. Offers of plants, seeds and assistance with the care of our gardens would be appreciated.

## **9 Contravention of Laws & Rules**

9.1 If, as a result of a breach of these rules or breach of any other obligation by the owner / tenant, the Body Corporate or the Board of Trustees instructs an attorney to act against such owner / tenant, the defaulting party shall be liable for all costs and / or charges of whatever nature on an attorney and client scale as is incurred by the Body Corporate or the Board of Trustees.

9.2 Residents shall not contravene or permit the contravention of any law, ordinance, proclamation or conditions of title relating to the property.

9.3 Should any owner (himself or a member of his household, his tenant, guest or employee) breach any conduct rule and fail to rectify such breach immediately or within 7 (seven) days after written notice by the Trustees or the Body Corporate to rectify such breach, then the Body Corporate shall be entitled to take legal steps.

- 9.4 The Body Corporate may direct per section 39(1) at the annual General Meeting in the event of the breach of the Conduct Rules or the non-payment of levies to the following effect:
- the late payment of levies shall be punishable by means of the raising of interest, the amount of which may be fixed by the Body Corporate at every Annual General Meeting;
  - the breach of any conduct rule will oblige the Body Corporate to take legal steps against the owner and / or resident.
  - an owner or tenant will be liable for the breach of the rules of conduct by a member of his or her household, a guest or employee.

## **10 Damage, Alteration and / or Additions to the Common Property**

- 10.1 Any owner or tenant 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 prior written consent of the Board of Trustees.
- 10.2 Notwithstanding the provisions of this Sub rule, an owner or tenant or person authorized by him, may install:
- any locking device, safety gate, burglar bars or other safety device for the protection of his / her unit or any screen or other device to prevent the entry of animals or insects, provided however, that the prior written consent of the Board of Trustees be first obtained with regard to the nature of the design of the device and the manner of its installation. These must fit into the approved color and design of the building.
- 10.3 Dragging of furniture in the walkways, stairs and along other surfaces of the Common property causes extensive damage. Items must be either carried or moved on a suitable conveyor. Caution must be taken not to damage to lift cage when moving furniture.
- 10.4 Parking bays must be kept neat and clean at all times. The Board of Trustees must immediately be notified of sightings of vermin and / or insects or pests, as well as weeds showing through the paving.
- 10.5 No parking bays may be enclosed with any material whatsoever and no articles, caravans or boats may be stored in the parking bays.

## **11 Domestic Employees**

- 11.1 All domestic employees are to be registered with the Board of Trustees by giving their names and identity numbers and such employees must carry identifications cards issued by the Body Corporate to be checked by the security guards.
- 11.2 All domestic employees must comply with the Conduct Rules.
- 11.3 Domestic employees or other employees will not be allowed to loiter on the common property.
- 11.4 Residents must ensure that their domestic servants are not unduly rowdy at any time.
- 11.5 The Board of Trustees reserves the right to refuse access to an employee of a resident to the complex on any legitimate grounds.

## 12 Duty of Owners

- 12.1 Owners or tenants are requested to advise the Board of Trustees whether any mortgage bonds have been passed over the unit and if so, the name of the institution in whose favour the bond is being registered and account number relating thereto.
- 12.2 Owners or tenants must advise the Board of Trustees of any changes in the ownership / occupancy of his unit and the effective date of such change, to enable the Body Corporate to furnish copies of the Conduct Rules and any other documentation, which might be necessary to the new occupant of the unit.
- 12.3 Owners or tenants are required to pay their monthly levies / rentals timorously, failing which interest at prime rate plus 10% will be levied. Should the monthly levy / rental be outstanding for two months or more, legal action may be taken against the owner or tenant for recovery thereof at the latter's expense.
- 12.4 Owners or tenants are requested that **NO** narcotic / hallucinatory drugs are stored (temporarily or otherwise), indulged in or sold on the premises and that the consumption of alcohol is kept on a purely social level and not sold on the premises. No (unlicensed) firearms or any gunpowder or other dangerous firearm will be permitted. Should any owner have same, licenses should be provided.
- 12.5 All owners of units and other persons granted rights of occupancy by an owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary in any lease or grant of right of occupancy.

## 13 Eradication of Pests

An owner or tenant shall keep his unit free of white ants, borer and other wood destroying insects, as well as any other insects seen as pests. To this end shall permit the Board of Trustees, the Managing Agent and their duly authorized agents or employees, to enter his unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate the pests. The cost of the inspection and eradication of any such pests am may be found within the unit and the cost of replacing any such pest damages items, shall be borne by the owner of the unit concerned.

## 14 Allocated Parking's

- 14.1 No structures, zozo huts, jungle gyms, boats, caravans or vehicle wrecks may be stored or erected on common property areas, except with the prior **written** consent of the Body Corporate.
- 14.2 The Trustees reserve the right to tow away any unauthorized vehicle not designated for that specific parking area.

## 15 Fire Protection

- 15.1 Under **NO** circumstance may residents tamper with or have work done on the electrical apparatus, which serves the common property. Any electrical faults detected on the common property must be reported to the Board of Trustees.
- 15.2 Electrical and gas apparatus in units e.g. fans, heaters, stoves, kettles, lights etc. and other household appliances must be checked regularly and maintained by the owner / tenant and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not be left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be effected by qualified and where applicable, licensed or

registered workmen. No resident and / or owner or guest is allowed to tamper with any electrical meter, pre-paid electrical meter and / or water meter that were installed by either the Developer and / or the Trustees.

15.3 Open fires and braais are prohibited on the property. Matches and lighters should be handled with care and kept out of reach of children. It is strictly prohibited to throw cigarette stubs out of windows or over balconies as this could start a fire. All inflammable substances must be kept in a safe place. (See also Rule 25).

15.4 Owners and / or tenants are **NOT** covered for contents in their units by the Insurance policy taken out on the building and are therefore advised to take out suitable short term insurance cover.

15.5 **Fire hoses may only be used in the case of emergency.**

## **16. Interiors**

16.1 No structural alterations may be made to the interior of units without the prior written consent of the Board of Trustees.

16.2 An owner or tenant may not affect any alteration or additions to the electrical installations or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his unit, save with the prior written consent of the Board of Trustees and then only on the terms and conditions contained in such consent.

## **17. Littering**

An owner or tenant of a section shall not deposit, throw, or permit or allow the depositing or throwing, on the common property, in passages or in the elevator or elevator shaft any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. Unasked for junk mail may be disposed of the post area. (If applicable)

## **18. Losses, Damage or Injury**

The Body Corporate, the Trustees, their staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any unit owner and / or their tenants and / or their staff and / or their visitors.

## **19. Letting of Flats by Owners**

a. Should any owner wish to let his unit, he shall be obliged to advise the Board of Trustees or the Managing Agent of his intentions prior to such lease being entered into. The owner remains liable for the payment of levies and / or special levies.

b. Without prejudice to the provisions of the lease, the lessee's right and use and enjoyment of the premises are subject to the provisions of the Sectional Title Act 95 of 1986, as amended, the regulations promulgated hereunder and the Conduct Rules of Villa Bianco and breach thereof shall be a breach of the lease.

c. Any Trustee or person appointed by the Board of Trustees may, at the request of the Board be permitted to investigate the validity of any alleged breach of the Conduct Rules and to report back to the Board of Trustees.

d. Any tenants who misbehaves or who breaches any of the terms of the Conduct Rules, shall be subject to a fine, the amount of the fine to be determined by the Board of Trustees.



- e. The owner / tenant shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than 1 person per room, unless otherwise consented to in writing by the Board of Trustees.
- f. The Managing Agent and the Body Corporate must be advised as to whom the lessee is and also be advised of the names of the persons living on a permanent basis in the unit.

## **20. Paths, Driveways and Passages**

- 20.1 The riding of bicycles and the use of roller skates, skateboards or the playing of games whatsoever nature on the paths and / or driveways are not permitted.
- 20.2 Paths must at all times be kept clear.
- 20.3 The use of alcohol substances should be limited to the owners unit and will not be permitted on any part of the common area, including in the parking areas and corridors.
- 20.4 Loud talking by residents and / or visitors or any other form of noise is prohibited on the balconies, stairwells, garden roof, corridors and in the parking areas. No parties are allowed in the corridors or parking areas.

## **21. The following conditions are for the benefit of every resident**

- 21.1 Radio's Hi-Fi's, tape recorders, television sets and musical instrument shall not be used in such a way as to cause unreasonable disturbance or annoyances to other occupants. The use and playing of sub-woofer, musical devices and / or instruments is not allowed at all.
- 21.2 The noise level at parties must not cause any disturbance to any other occupant and if any complaint is received, the level of noise must be reducing accordingly.
- 21.3 Hooting is not permitted on the common property
- 21.4 Owners, tenants and / or their visitors are requested to keep noise levels down to a minimum when using the stairs, parking areas, pathways and / or pool areas.
- 21.5 No mass and / or open parties are allowed.
- 21.6 **Noise at parties and otherwise shall cease punctually as follows:**
  - Monday – Thursday - 20h00**
  - Fridays - 22h00**
  - Saturdays - 22h00**
  - Sunday - NO PARTIES AND / OR NOISE ALLOWED.**
- 21.7 Occupants of a unit shall:
  - Maintain a hygienic and dry condition a receptacle for refuse within his unit or on such part of the common property as may be allocated in writing by the Board of Trustees.
  - Place the holder or receptacle for the purpose of refuse removal at a place and time designated by the Board of Trustees.
  - Provide a strong plastic bag for the carrying of rubbish from the unit to the rubbish removal area. Such plastic bag must be placed in the rubbish bins stored in rubbish

removal area. The Trustees reserve the right to institute legal action against any resident / owner when caught leaving any rubbish, bottles, cigarette buds etc in the corridors of the building.

- Not leave rubbish or allow rubbish to be left on any part of the common property or public areas surrounding the property. Such offenders may be liable to prosecution and must be reported to the Board of Trustees immediately.
- Ensure that their domestic servants comply with the above rules.
- Occupants are obliged to co-operate with any request and abide by any laws as laid down by the Board of Trustees.
- No person shall be permitted to enter the complex without first identifying themselves via the intercom system / security guards or any other system implemented by the Board of Trustees.
- All occupants must acquaint their servants and visitors with all security rules and the registered House Rules.
- Any blockage in toilets, sewers and waste pipes, which serve on unit only, is the responsibility of that unit's owner and the cost of clearing the blockage shall be for the cost of such owner. Foreign objects such as nappies, newspapers, sanitary towels, toys etc. should not be flushed down the toilets. The Board of Trustees may in their discretion take legal actions against any occupant / owner should the above not be complied with.
- An occupant shall not store any flammable material or allow any other dangerous act in the building or on the common property, which will or may increase the rate of premium payable by the Body Corporate in respect of any insurance policy. Fireworks are totally **PROHIBITED** on any part of the property of the Body Corporate.
- No occupant shall, without the written consent of the Board of Trustees, park or allow to be parked any vehicle, tent, caravan or boat on the common property. No one may sleep in a caravan, tent or motor vehicle that has been parked on the common property without the consent of the Trustees.
- The Board of Trustees may be obliged to have it removed or towed away, at the risk and expense of the owner of the vehicle – any vehicle standing, parked and / or abandoned on the common property.
- No occupant shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property or in a unit.
- Occupants of units shall ensure that their vehicles and the vehicles of their visitors and / or guest, do not drip oil or brake fluid onto the common property or in any other way deface the common property. Owners will be held responsible to remove oil stains on the common property.
- Car washing with fire hoses is strictly prohibited. Buckets may be used in the parking bays to wash cars.



- Parking is subject to the express condition that vehicles are parked at the owners risk and responsibility. Please note that only one undercover parking bay is allocated to each unit. There is no extra / alternative parking space available.
- No vehicle shall be parked in the driveways inside or outside the complex, or on the pavement, so as to block entrances or passages to either motor vehicles and / or pedestrians.
- Vehicles may not be parked over areas demarcated by yellow lines or in front of fire hydrants.
- A speed limited of 10 km per hour will be strictly applied to the perimeter of the complex. Vehicles must leave or enter as quietly as possible.
- Visitors must park outside the complex. No parking is allowed inside the complex.
- Staff members employed by the Body Corporate are not available for the occupant's personal work. Instructions to the staff are to be given by the Board of Trustees only. The Body Corporate is not responsible for any damage of whatsoever nature caused by the staff that may be caused to member's units, or person effects.
- No oil may be dumped or placed in any storm water or sewerage system, only in such areas as may be designated.
- **The maintenance of a geyser and the warm water system will be the sole responsibility of the owner of the unit.**

## **22. Resolutions by the Trustees pertaining to repair work:**

The Trustees are permitted to pass resolutions with regards to repairs and remedial work to be done to the common area of property, without the consent of the owners to a maximum of R 20 000.00.