

RONDEBOSCH CLOSE - RULES

CONVEYANCER'S CERTIFICATE

I,

ALEXANDER ABERCROMBIE

the undersigned Conveyancer hereby certify that the Rules prescribed in Section 35(2) of the Sectional Titles Act No. 95 of 1986 are applicable save that:

- A. the MANAGEMENT RULES as prescribed are amended by the Developers in terms of Section 35(2) of the said Act by the Substitution of Rule 31(6) by the following:

31(6) An owner shall be liable for interest on outstanding arrear amounts, including capitalized interest, at a rate determined by the Trustees from time to time, but not exceeding the maximum annual rate permitted by law, recoverable from the 8th day of the month for which such sum is payable to the date of payment, provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

- B. the CONDUCT RULES as prescribed are amended by the Developer in terms of Section 35(2)(b) of the said Act by

(a) *the substitution of the corresponding prescribed rules with the following:*

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 be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) In the event of such approval being obtained, the following condition which may be amended, deleted or added to by the trustees, will be applicable:
 - (a) All pets must be kept under proper control of an owner or occupier and must not constitute a nuisance to other owners or occupiers. In this regard it is specifically recorded that owners or occupiers shall at all times ensure that their pets do not generate unreasonably high levels of noise.
 - (b) Dogs must be properly controlled and must be leashed when on the common property.
 - (c) No pets belonging to visitors shall be allowed on the premises of an owner or occupier nor on the common property.
 - (d) No owner or occupier shall be allowed to keep dogs measuring more than 40 cm measured from the ground to the middle of the back when standing and in particular the following dogs shall not be kept:

Bull Dog	German Shepherd
Bull Terrier	Doberman
Bull Mastif	Labrador
Rottweiler	Alsatian

- (e) Cats must be neutered or spayed, as the case may be.
 - (f) No aviaries, kennels or other like accommodation for pets may be sited at any place where they may be in view from any portion of the common property or the adjoining units.
 - (g) The removal of any excrement left on the common property by pets shall be the responsibility of the owner or occupier concerned.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2)

3. VEHICLES

- (1) Owners or occupiers of sections shall observe and shall ensure that their visitors and guests:
- (a) observe any road signs on the common property; 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
 - (b) do not allow any unlicensed person to drive any vehicle within the common property.
- (2) Hooters shall not be sounded within the common property other than in emergencies.
- (3) 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 ingress from garages or parking bays is not obstructed. One vehicle may not occupy two parking bays and no vehicle shall be parked on any garden areas.

- (4) Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such periods as may be approved by the trustees, and with their prior written consent.
- (5) No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the trustees.
- (6) No person may wash, dismantle or effect major repairs to any vehicle on any portion of the common property.
- (7) 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 in contravention of these rules.
- (8) An owner or occupier of a section shall ensure that an area demarcated for parking purposes is not used by him, his visitors or his guests unless such owner or occupier is entitled to use such parking area.
- (9) 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 any 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 common property.

- (10) No structures or improvements may be erected or built upon any of the parking bays unless permission has been obtained by way of a unanimous resolution as defined in the Sectional Titles Act, Act 95 of 1986.
- (11) The use of go-carts, soap box carts, skate boards, roller skates, roller blades and the like on the common property is prohibited.

(b) the addition to the prescribed rules of the following:

12. GARDEN AREAS

- (1) an owner shall be obliged to maintain and water the garden area which has been allocated to him as if it were part of his section and shall be obliged to take all reasonable and necessary steps to keep it in a clean hygienic, neat and attractive condition.
- (2) the planting of any shrubs, flowers, grass or other vegetation may only take place with the prior permission of the trustees having been obtained.
- (3) an owner or occupier shall not erect or cause to be erected any structure on the garden area whether permanent or temporary, fixed or portable without the prior written consent of the trustees. In particular, the following shall not be allowed, namely, a braai or barbecue, a swimming pool, a fish pound or fencing.

- (4) should an owner neglect to maintain and water the garden area as provided for in this rule, then in that event the trustees shall be entitled to do whatever is reasonably required to ensure compliance with this rule and the costs so incurred shall be included in such owner's levy and shall be payable on demand.
- (5) notwithstanding the provisions herein contained, an owner shall permit the trustees and/or their employees or agents access to such garden areas for any purpose reasonably required for the maintenance of the common property and/or any other area which the trustees may be required or entitled to maintain.

13. ALTERATIONS AND/OR RENOVATIONS

No alterations and/or renovations shall be undertaken without the prior written permission of the trustees having been obtained. Such permission shall be sought in writing on the prescribed form and on the conditions set out herein, namely:

"RONDEBOSCH CLOSE - BODY CORPORATE

APPLICATION TO MAKE ALTERATION AND/OR RENOVATIONS

I/We the undersigned hereby make application to the Trustees of the Body Corporate, Rondebosch Close, to make alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

(The page below is to be completed by the applicant who must be the owner of the flat concerned and must sign on page 4 after having studied the preceding conditions.)

NAME (Owner Applicant)

FLAT NO.

DESCRIPTION OF ALTERATIONS/RENOVATIONS

VISUAL IMPACT (if any change proposed will be visible from the exterior of the section give details here - if not, state "none".)

WORK PERIOD (State the period in which you undertake to complete the work).

..... months.

START DATE (State the date upon which you wish to commence work)

.....

CONDITIONS

The conditions set out herein are made in the interest of all who have invested and/or live in Rondebosch Close, Applicants must appreciate that their proposed activities may affect others in the building and it is most important firstly that any detrimental impact is kept to an absolute minimum and secondly that, once started the work is completed expeditiously within the work period applied for. It is the functions of the Trustees to ensure that all applicant/owners act "with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building". These conditions have been framed accordingly -it is the duty of the Managing Agents and Resident Supervisor to see that they are adhered to. Your co-operation with them is earnestly requested.

1. The following broad definitions will apply:
 - (a) Alterations shall mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of a section or unit.
 - (b) Renovations shall mean any internal redecoration or refurbishment of the existing exterior of a unit or section including the replacement removal or creation of internal fittings such as kitchen and other cupboards, sanitaryware, floor coverings, etc.,

The Trustees will be the sole and final judge as to whether the work proposed constitutes "Alterations" or

"Renovations" as referred to herein.

2. The procedure for obtaining approval is as follows:-

(i) ALTERATIONS: Where alterations as defined above are involved:

- (a) This application with a sketch plan of the proposed alterations, must be submitted to the Trustees for agreement in principle to be obtained.
- (b) After approval in principle by the Trustees, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Local Authority.
- (c) A copy of the plans as approved by the Local Authority must be submitted to the trustees alternatively the Trustees must be supplied with evidence satisfactory to them that Council approval is not required.
- (d) If the Trustees consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.

(ii) RENOVATIONS Where only renovations as defined above are proposed this application should be submitted to the Trustees.

3. Confirmation that the work may proceed will be conveyed to the applicant by the Supervisor with whom a date for the commencement of the work shall be arranged. The Supervisor will also supply information as to access by contractor's workmen and the maintenance of security within the building (a most important requirement).
4. No work may be started until approval has been conveyed by the Supervisor as above and the deposit mentioned below has been paid to the Managing Agents.
5. The owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and indemnifies other owners against such damage.
6. No work may be carried out on Saturdays, Sundays or outside of the following hours - 08h00 to 17h00.
7. No demolition, hammering, drilling, sawing or the use of power tools or other disturbing noise producing activities may be undertaken between the hours of 13h30 and 15h30
8. Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that the building's Janitor will do so at overtime rates, at the owners's expense.

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9. No rubble is to be left in the grounds of the complex overnight.
10. Body Corporate electricity i.e. passage plugs are not to be used **except** with the written permission of the Trustees in which latter case a charge will be assessed for the electricity consumed for the account of the owner.
11. All doors and windows being installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building.
12. The owner indemnifies the Body Corporate in respect of any damage caused to it's common property, including the lift, either inside or outside the building and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations to his section.
13. A deposit of R1,000,00 (ONE THOUSAND RAND) in the case of alterations and R500,00 (FIVE HUNDRED RAND) in the case of renovations shall be paid before work commences, from which the costs of rectifying any damage to common property (e.g. lift, floor coverings, woodwork, paintwork, plumbing,

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etc.,) as also any other charges accruing against the owner arising out of paragraph 10, 11 and 12 will be deducted.

The deposit will be deposited in an interest bearing account with the interest for the owner's account. Cheques must be made out and sent to the Managing Agents.

14. Any and all charges, expenses and costs accruing against the owner arising from matters contained anywhere in the foregoing Conditions are payable on demand and as stated in paragraph 15, will be deducted from the deposit.

However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficiency must be paid on demand.

15. Any balance of the deposit remaining will be repaid to the owner after completion of alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit and accrued interest.

16. It is the responsibility of the owners to ensure that their contractors and workmen comply with this rule.

I/we hereby accept the above and make application accordingly.

.....
DATE

....."
OWNER/APPLICANT

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14. NOISE

- (1) radios, musical instruments, hi-fi equipment, television and video machines must be used in such a manner as not to be heard in adjoining sections or on the common property.
- (2) The level of noise shall not reach unreasonable levels between the hours of 14h00 and 16h00 and the hours of 22h00 and 07h00

15. BUSINESS ACTIVITIES

- (1) No business, profession or trade may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a sectional title scheme and which are agreed to by the trustees.
- (2) No auctions or jumble sales may be held on the common property or in a section.

16. EXTERIOR

- (1) No air conditioning units which are visible from outside the section may be installed.
- (2) No decorations may be attached to a section and the exterior of a section may not be painted or otherwise treated unless specifically authorised or requested by the trustees.
- (3) No awnings or other exterior coverings or improvements may be erected unless prior written approval has been obtained from the trustees.

17. GENERAL

- (1) No ballgames are permissible on the common property.
- (2) Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or other residents. In particular, children may not interfere with the postboxes, plants, decorations, name plates, fire hose reels, exterior lights and the like.
- (3) No hobbies or other activities may be conducted on the common property if they cause a nuisance to other residents.
- (4) Should any damage of whatsoever nature be caused to the common property by any owner, his family, his tenants, his visitors or his pets or the pets of his family, his tenants or his visitors, the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
- (5) The residents are liable for the conduct of their visitors and the tenants and they must ensure that all rules, whether in terms of the Act or these rules are properly adhered to.
- (6) A resident shall not:-
 - (a) use his sections or permit them to be used for any purpose which is injurious to the reputation of the scheme;
 - (b) keep or do anything on the common property after written notice in that regard from the trustees;

and no further or other Rules have been imposed by the Developer in respect of the scheme known as Rondebosch Close.

DATED AT ATHLONE THIS 18th DAY OF October 1995.

A handwritten signature in dark ink, consisting of a large, stylized 'A' followed by a horizontal line and a small flourish.

A ABERCROMBIE - CONVEYANCER

SCHEDULE

ADDITIONAL CONDUCT RULES FOR RONDEBOSCH CLOSE NO. SS 125/93

18.

If an owner of a section, or anyone for whom the owner is responsible in terms of these rules, has in the opinion of the trustees, committed a breach of any of the Management or Conduct Rules, the Trustees may impose a fine of an amount to be determined by the Body Corporate at its Annual General Meeting.

Any such fines imposed shall be added to the relevant owner's levy account and shall be payable together with the current levy reflected on that account. In the event that the owner fails to pay any fine imposed, the fine may be collected in the same manner and subject to the same rules as apply to the collection of levies.

In the event of any dispute as to whether the rules were breached or not, the decision of an independent arbitrator shall be final and binding. In the event that the Trustees and owner cannot agree on a suitable arbitrator, the chairperson of the Arbitration Forum shall appoint such arbitrator.

The costs of the arbitration shall be paid by the owner should the arbitrator find, on a balance of probabilities, that a breach of the rules was committed by the owner or anyone for whom the owner is responsible in terms of these rules; and by the Body Corporate should the arbitrator find that there was no breach of these rules: unless the arbitrator rules otherwise.



19.

Should it be necessary for the Trustees to send or cause to be sent a letter (excluding letters from attorneys) to an owner as a result of the owner's or a tenant's breach of the Management and/or Conduct Rules, an amount of R50,00 in respect of such letter may be charged to the owner's levy account.

In the event of any dispute as to whether such letter was necessary or not, the decision of an independent arbitrator shall be final and binding. In the event that the Trustees and owner cannot agree on a suitable arbitrator, such arbitrator shall be appointed by the Chairperson of the Arbitration Society.

The costs of the arbitration shall be paid by the owner should the arbitrator find the letter to have been sent as a result of a breach of the rules by the owner or his/her tenant; and by the Body Corporate should the arbitrator find that there was no breach of the rules, unless the arbitrator rules otherwise.

