



VILLA E'TRUCIA BODY CORPORATE CONDUCT RULES

Rules established for the Body Corporate of **VILLA E'TRUCIA** in terms of Section 35 of the Sectional Title No. 95 of 1986, hereinafter referred to as "the Act". These rules are effective immediately.

1. DEFINITIONS

The following definitions shall be read together with the definitions, etc. as contained in the Act.

- A. Body Corporate: - Each owner of a unit is part of the Body Corporate of the complex VILLA E'TRUCIA.
- B. Communal Property: - Any part of the land of the complex VILLA E'TRUCIA that is not included in a section and which includes such things as thoroughfares for vehicles and gardens.
- C. Exclusive use of: - A part or parts of the communal property for the exclusive use of the owners or owner of one or more sections as contemplated in Section 27 of the Act.
- D. Land: - The land that forms part of the complex VILLA E'TRUCIA as indicated in the Sectional Plan.
- E. Section:- A section of the complex VILLA E'TRUCIA which is indicated on the Sectional Plan as such and belonging to the registered owner.
- F. Trustees: - The controlling body of the complex VILLA E'TRUCIA as elected by the Body Corporate at the Annual General Meeting.

2. PREAMBLE

- A. These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of VILLA E'TRUCIA.
- B. These rules may be added to, amend or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered in the Deeds Office in terms of Section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- C. In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- D. The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- E. In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.

3. LANGUAGE

- A. Any owner or occupant should he / she, not speak, read or understand the English Language, undertakes to get a translation at his own cost and expense, all the Rules, Agreements or any other document relevant in connection herewith.

4. DUTIES OF OWNERS AND RESIDENTS OF SECTION

- A. The attention of owners and residents of sections is especially drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of owners and occupiers of sections) and more specifically section 44 of the Act (Duties of the owners)

5. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

- A. The attention of all owners is also especially drawn to rule 3 of the Management Rules.
- B. It is the duty of the Owners to notify the Trustees forthwith of any change of ownership in his / her section and of any mortgage or other dealing in connection with his / her section as specified in section 44 (1) (f) of the Act.
- C. The Trustees are charged with maintaining a Register of Owners and Registered Mortgages of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

6. SUPPLY OF TENANTS PARTICULARS BY NON-RESIDENT OWNER

- A. Owners must supply full particulars of tenants of their sections and any changes as they take place, to the Trustees before such tenants take occupation. This is essential not only for good order, but also to identify who is entitled to be on the premises and use of amenities.
- B. Owners must also notify the Trustees and keep them informed as to the agent, if any, who does the letting on their behalf.
- C. Such owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that only person acceptable to and congenial with the Community of the Scheme shall be selected as tenants.

RULES

7. GENERAL

- A. The communal property of the complex VILLA E'TRUCIA shall jointly belong to all the owners of units in the said complex and it is the duty of each owner / resident to protect and part of the communal property as if it were their own private property.

8. TENANTS

- A. All the rules shall apply *ipso facto* to the tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.
- B. It is the responsibility of the owner to bring the contents of these rules for behaviour to the attention of residents and to see to it that they are adhered to.

9. VISITORS / GUESTS

- A. All the following rules shall apply *ipso facto* to visitors/guests of owners/residents as well as to any person entering the property belonging to the complex VILLA E'TRUCIA and it is the responsibility of the owner/resident to see to it that their visitors/guests and other persons adhere to and obey all the rules.

10. ENTRY BY THIRD PARTY

- A. In the interest of security, visitors will be required to sign the visitor's register at Security. Security should also be advised of any contractors who will be working in units.

11. INFLAMMABLE GOODS AND SAFETY OF PROPERTY

- A. A resident shall not store any material, commit or allow to be committed by his visitors/guests/contractors any dangerous act in the section or on the Communal Property which will or may increase the rate of premium payable by the Body Corporate on any other insurance policy.

12. NUISANCE

- A. Residents shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience or other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises.

13. SILENCE

- A. For the purpose of these rules silence is defined as not being audible beyond the bounds of your section and exclusive use area.
- B. All owners/residents are responsible for controlling their guests and visitors. No unnecessary disturbances or the use of such things as car hooters shall be allowed. Car stereos systems or radios must be switched off upon entry into the complex.
- C. Radios, Television sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other residents or the public. Complete silence is required after 22:00 on weekdays and 24:00 on Saturdays. On Sundays, complete silence must be maintained throughout.
- D. Any gathering held in the complex should be contained within the unit at all times. You are to notify your surrounding neighbors 7 days in advance of any social gathering that could cause an inconvenience to them,
- E. No discharges of fireworks or crackers are allowed within the complex.

14. CHILDREN

- A. Parents are responsible for the safety of their children on then common property. For their own safety, children should not play on the driveways. The Body Corporate accepts no responsibility or liability in respect of injuries to children playing in these or other communal or exclusive use areas.
- B. Residents and visitors' children shall be controlled and supervised in order to avoid damage to the Communal Property and inconvenience and distress to other occupants.
- C. Residents must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- D. Children are not allowed to play near or around motorcars parked on the Communal Property. The parents of children will be responsible for any damage sustained to vehicles or other owners or common property by the children.
- E. When playing on the Communal Property, children may not damage the plants or flowers.
- F. No BB guns, ketties, slingshots or pellet guns are allowed to be used in the complex.

15. MOTOR VEHICLES AND PARKING

- A. No resident/visitor may park or leave, or allow a vehicle to be parked on the communal property or in the thoroughfare(s) for vehicles. Only designated parking areas may be used.
- B. The Trustees reserve the right in terms of Annexure 9, Code of Conduct, Sec35(s)(b) of the Sectional Title Act – Government Gazette 8 April 1989, to have a vehicle that is parked on an unauthorised area towed away or clamped, at the cost and risk to the owner of the vehicle.

- C. Residents of sections 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.
- D. Residents shall not be permitted to dismantle or effect major repairs (such as oil change) to any vehicle on any portion of the Communal Property.
- E. No motor wrecks may be kept on the Communal Property or on the sidewalks.
- F. Any damage caused as a result of unauthorized parking will be for the owner of the vehicle and no liability is accepted for any damage caused whilst a vehicle is parked in an unauthorised area or towed away or clamped from an unauthorised area.
- G. Parking of vehicles in entrances to the Communal Property or in area giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at risk and expense of the owner thereof.
- H. Vehicles may not be driven at a speed in excess of 20km per hour on the Communal Property.
- I. Vehicles must be driven as quietly as possible on the Common Property and vehicle stereo systems must be switched off while driving through the complex.
- J. Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the Communal Property.
- K. Written permission must be obtained from the Trustees should a resident wish to house more than two vehicles.
- L. Vehicles parked on the curb or in a non-designated parking areas will be towed away at the owner's expense. When receiving visitors, residents should ensure that they are parked in either the owners designated parking areas or the demarcated visitors parking areas and that they do not in any way block entry to other parking bays. Non-compliance will result in the vehicles being clamped and/or towed away at the risk and expense of the owner of the vehicle.
- M. No caravans, boats or trailers are allowed on the property without first obtaining written permission from the Trustees.
- N. Garages are to be used for storage of vehicles only. Garages may not be used as storerooms or as a domestic worker sleeping quarters.
- O. Garage doors should only be opened for the purpose of entering or exiting, and should remain closed for the rest of the time.

16. BICYCLES, MOTOR CYCLES, ETC.

- A. Bicycles, motor cycles, tricycles, roller skates, skate boards, caravans, trailers and boats, etc may not be left anywhere on the Communal Property without written permission from the Trustees.

17. LAUNDRY

- A. A resident of a section shall not, without prior written consent of the Trustees, erect washing lines, nor hang washing or laundry or any other items on a any part of the buildings or the Communal Property so as to be visible from outside the buildings or from any other section.
- B. Washing is hung out at own risk.

18. ANTENNAS

- A. No TV Antenna shall be attached to the walls of the Communal Property nor shall it extend through windows unless the prior written approval of the Trustees is obtained.
- B. Each owner may install one 66cm or smaller Satellite dish for DSTV reception only. The dish must be installed by a registered installer and must be installed on the unit's balcony in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost. The Trustees reserve the right to have a communal dish installed for each block at a later stage, at which time all individually installed dishes will be removed at the owner's expense.

19. REFUSE DISPOSAL

- A. Refuse or refuse containers may not be visible on the Communal Property except in specially designated areas.
- B. An occupant in section shall –
 - i. From Monday to Friday be entitled to place their refuse packed in a hygienic and dry condition, at ground level outside their unit where it shall be removed by the caretaker;
 - ii. On public holidays, and weekends, residents can place their refuse packed in a hygienic and dry condition in the rubbish receptacles placed in the rubbish area located alongside the gatehouse.
 - iii. Ensure that before refuse is placed in the waste bins provided that such refuse is placed in refuse bags
- C. Rubbish may not be handled contrary to the regulations of the local municipal authority, e.g. broken glass must be wrapped in a double layer of newspaper before being disposed of. Cardboard boxes must be torn up before being placed in the waste bins as the municipality will not remove unbroken boxes.
- D. Littering on the Common Property or on the property of others is strictly prohibited.
- E. Resident shall ensure that contractors attending to maintenance or improvements to their section on their behalf do not litter on the Communal property.
- F. Persons leaving rubbish on any part of the Communal property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.
- G. No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Residents shall be responsible for clearing blocked drains in their sections.
- H. Owners shall not flush sanitary towels or disposable nappies down the toilet.

20. EMPLOYEES AND HAWKERS

- A. The employees of the Body Corporate shall not be interfered with. They receive orders from the Trustees only.
- B. No hawkers shall be allowed on the Common Property.

21. PETS

- A. Residents are NOT allowed to keep dogs of any size or breed in any unit that does not have its own exclusive use garden area (i.e. Units not on the ground floor). Dogs larger than 30cm high at the shoulder (fully grown size) are not allowed in the complex at all.
- B. A resident of a section shall not, without prior written consent of the Trustees which approval may not be unreasonably withheld, keep any pet in his/her section or on the Common Property.

- C. When granting such approval, the Trustees may prescribe any reasonable condition.
- D. The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 21.L. by the owner of the pet.
- E. Dogs shall not be permitted on the Communal Property unless carried or leashed.
- F. Owners of pets shall be responsible for the removal of excrement or refuse left on the Communal Property or in private gardens. Owners shall also ensure that exclusive use garden areas containing a dog or dogs are cleaned daily.
- G. Cat litter trays shall not be left on the Communal Property and cat litter shall be sealed in bags before disposal.
- H. Aviaries and accommodation for other approved pets may not be erected on the Communal Property or, if on an exclusive use area, in such a manner as to be conspicuous or offensive to other residents or the public.
- I. All cats and dogs must be sterilized as soon as they reach a mature age, and a copy of the certificate must be forwarded to the Trustees.
- J. Any pets not registered with the Trustees will be considered as stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.
- K. Maximum of 2 pets per unit. When selecting a pet, please take into consideration your pet's needs, i.e. area required for size of pet. Should complaints be received regarding your pet's needs not be taken into consideration, the Trustees may withdraw or withhold permission to keep the pet.
- L. Permission to keep a pet will be withdrawn for the following reasons :-
 - i. Should their dog be found wandering around the complex unattended and not on a leash.
 - ii. Should their pets be found fouling the Common Property and not cleaned by the owner.
 - iii. Should complaints be received about the pet causing a disturbance or nuisance.
- M. In addition, owners will be liable to pay for any damages caused by their pets.
- N. All pets are to be collared and have an identification tag with the owner's telephone number (birds excluded).
- O. No pets are permitted in the swimming pool area.

22. DOMESTIC WORKERS

- A. Domestic workers are to sign in at the gate on entering and leaving VILLA E'TRUCIA premises. Owners must register domestic with the caretaker, indicating days of work.
- B. Residents shall ensure that their domestic workers do not cause excessive noise in their section or on the Communal Property.
- C. Domestic workers are not allowed to loiter on the Communal Property or to remain overnight on any part of the Communal Property.
- D. Should domestic workers contravene these rules the Trustees reserve the right, if justified, to refuse such domestic worker entry to the Communal Property and notify the employer.
- E. No domestic worker shall be allowed on the Communal Property after 20:00 with the consent of the Trustees.

23. GARDENS AND LAWNS

- A. The Trustees shall coordinate all gardening on the Communal Property.

24. BUSINESS AND OTHER ACTIVITIES

- A. No business, profession or trade may be conducted on the Communal Property or in any section without the approval of the Body Corporate.
- B. No auctions or jumble sales may be held on the Communal Property or in any section without the prior written permission of the Trustees.
- C. Hobbies causing a disturbance or nuisance are prohibited.
- D. While respecting the rights of all owners and residents to practice and act on their cultural beliefs, the body corporate does not permit the slaughtering or butchering of animals in the Communal Property or in exclusive use areas where it may take place in the sight of the other residents.

25. EXTERNAL APPEARANCE

- A. A resident of a section shall not place or do anything on any part of the Communal Property, including gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section.
- B. Unless authorized by the Trustees in writing, no decorations or modifications may be attached to a section. Applications for consent shall be lodged with the Trustees containing full details of the work intended. Work may not proceed before written consent of the Trustees has been obtained.
- C. Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- D. No obstructions shall be placed on the walkways or any portion of the Communal Property.

26. INTERIOR

- A. Residents shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state and are responsible for the maintenance of the interior paint work as well as the cleaning of blocked drains originating from his / her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.

27. COMMUNAL PROPERTY EQUIPMENT AND INSTALLATIONS

- A. Fire-fighting equipment (if applicable) may UNDER NO CIRCUMSTANCES be used for any purpose other than that for which it was intended. Fire extinguishers and fire hoses are not to be used for any other purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department.
- B. UNDER NO CIRCUMSTANCES may occupants tamper with or have work done on the systems and installations serving the Communal Property. Any defects noticed by occupants must be reported to the Trustees

28. SIGNS AND NOTICES

- A. No resident/owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Communal Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

29. DAMAGES, ALTERATIONS OR ADDITIONS TO THE COMMUNAL PROPERTY

- A. A resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Communal Property without first obtaining the written consent of the Trustees.
- B. Notwithstanding rule 29.A., a resident or person authorized by him may install :-
 - i. any locking device, safety gate, burglar bars or any other safety device for the protection of his section; or
 - ii. any screen or other device to prevent the entry of animals or insects, provided that the Trustees have first approved in writing, the nature and design of the device and the manner of its installation
 - iii. security gates and burglar bars visible from the outside a unit must be the approved design only.
- C. The Trustees shall be notified timeously of any work of whatever nature that is to be undertaken within or to the interior of any section and which will involve activity on the Communal Property or cause inconvenience or disturbance to other occupants. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other residents.
- D. Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure the proper and satisfactory measures are continuously taken to adequately protect the Communal Property from damage, defacement, disfigurement or defilement.
- E. Workmen failing to co-operate may be prohibited by the Trustees from working on the premises. Any losses accruing to the owner as a result of such prohibition is for the account of the owner with no recourse to the Body Corporate.
- F. It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- G. The persons having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the Communal Property be left in a dirty, littered or spoiled condition on completion of such work.
- H. The above Rules shall mutatis mutandis apply to any work authorized by the Trustees.
- I. When moving furniture or goods in and out of the complex, those persons doing so shall be held liable for the cost of repairing and damage done.

30. ERADICATION OF PESTS

- A. An owner/resident shall keep his / her section free of mice, rats, white ants, borer and other wood-destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter the section and take such action as may be reasonably necessary to eradicate such pests. The costs of the inspection and eradicating any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests, shall be borne by the owner of the section concerned

31. PENALTIES

- A. Should residents persistently disregard these Rules, they may be fined and/or summoned to appear before the Board of Trustees.
- B. Should such occupants be a tenant the owner will be advised and should the tenant continue to disregard the rules the Board of Trustees reserves the right to evict such tenant.

- C. Should any amount payable to the Body Corporate by an owner or resident be in arrears, interest will accrue at 2% per month, compounded monthly, from the date the amount became due until the date of receipt of payment. The Trustees may from time to time alter the interest rate provided that such interest rate does not exceed that maximum rate permitted by law. The Trustees must give all persons affected by this, 30 days prior written notice of any alterations to such interest rate stating the amended rate and the effective date of implementation.
- D. Should it be necessary for the Trustees to act against any owner or resident, such owner or resident shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.
- E. Fines will be issued on the following scale :-
 - i. Reckless driving / wheel spinning / speeding: R300 for first offence, R500 thereafter.
 - ii. Loud voices or music from a unit: R150 for first offence, R300 thereafter.
 - iii. Loud voices or music from the pool area inside of the designated silence hours: R150 for first offence, R300 thereafter.
 - iv. Loud car stereos: R150 for first offence, R300 thereafter.
 - v. Illegal parking: R50 for first offence, R100 thereafter.
 - vi. Littering: R50 for the first offence, R100 thereafter.
 - vii. Hanging washing over balcony railings: R50 for first offence, R100 thereafter.
 - viii. Violation of these rules relating to the disposal of refuse: R150 for first offence, R300 thereafter.
 - ix. Other offences: At the discretion of the Trustees.
- F. The Trustees reserve the right to adjust the fines mentioned in 31.E. at the discretion.

32. WATER

- A. Water must be used sparingly at all times.
- B. Non-residents are not allowed to wash their cars on the Communal Property or to use water obtained from the complex for this or any other purpose.
- C. The Body Corporate will charge a private pool levy for private pool in their sectional areas.

32. PAINTING

- A. To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
 - i. fascia boards, gutters, roof tiles and downpipes.
 - ii. outside window frames
 - iii. gates which border directly on Communal Property
 - iv. the water meter(s) in each section
- B. In the event of malicious damage, neglect or problems resulting from the work undertaken by the owner, his tenant or his contractor, the above will remain the full responsibility of the owner. Should such damage not be repaired, the Board of Trustees will repair it and that cost incurred added to the owners levy.

33. MAINTENANCE

- A. The owner of a section shall be responsible for the maintenance of:
 - i. the garage doors of his section and mechanism thereof
 - ii. the plastered inside wall surfaces of exclusive use areas: and
 - iii. repair and maintenance of the geyser(s) in his / her / section: and
 - iv. all doors of his / her section
 - v. Any owner planning to do any exterior painting must obtain prior written consent from the Trustees.

34. OCCUPATION OF UNITS

- A. The maximum number of permanent residents (longer than one month) permitted to a unit, will be 2 per bedroom. Should this maximum be exceeded, it will cause additional expenses regarding services such as water, sewerage and refuse removal as well as possible damage to the Common Property.
- B. No sub-letting of units will be allowed.

35. POOL AREA

- A. No braais are allowed on Common Property, except at the designated pool area.
- B. The pool areas must be vacated at 21:00 from Sunday to Thursday, and at 22:00 on Friday and Saturday.
- C. No loud music will be allowed at the pool areas, whether from cars or other means.

36. RECONCILIATION OF RULES

- A. Any Conduct Rule contained herein, that corresponds to any Management Rule, must be reconcilable with the relevant Management Rule and may only be amended by a unanimous decision of the Body Corporate subject that it remains reconcilable with the relevant Management Rules.

37. COMPLAINTS / QUERIES / SUGGESTIONS

- A. Written complaints, queries and / or suggestions must be handed in by the owners/residents, in writing, to the Trustees or managing agents.

38. CONCLUSION

- A. It is hoped that with co-operation and loyalty to the rules and code of conduct set out above, all residents will experience a harmonious and happy life at VILLA E'TRUCIA