

CONDUCT RULES VILLA CHANTE

1. ANIMALS, REPTILES AND BIRDS

- a) An Owner or occupier of the section shall only with the consent in writing of the Trustees, which consent will not unreasonably be withheld, be allowed to keep not more than two small dogs in a his section or on the his sole use garden/balcony area.

When granting such approval, the Trustees may prescribe any reasonable condition and may withdraw such approval in the event of any breach of any condition prescribed by the Trustees.

- b) No birds or reptiles are allowed.

2. REFUSE DISPOSAL

An Owner or occupier of a section shall-

- a) Maintain in a hygienic and dry condition, receptacle for refuse within his section, exclusive use area or on such a part of the common property as may be authorized by the Trustees in writing.
- b) Ensure that before refuse is placed in such a 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 times designed 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. VEHICLES

- a) The Owner or occupier may only park in the parking area specifically allocated to his section.

- b) No Owner or occupier shall park any vehicle upon the common property, or permit or allow any vehicle to be parked upon the common property, without the consent of the Trustees in writing.
- c) The 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 without the Trustees' consent.
- d) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property. The Owner shall be held liable for the cost of removal of any oil or brake fluid.
- e) No Owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- f) Vehicles may not travel at speeds in excess of 20 kilometers per hour on any portion of the common property.
- g) Motor vehicles of residents shall be parked in the carports at all times so as to leave maneuvering space for access to neighbours' carports. Residents are responsible to ensure that their visitors park in the correct place and do not cause any obstruction either in relation to carports or otherwise.
- h) Trucks, caravans, boats, trailers and the like may not be parked on the common property.
- i) Vehicles of employees may not be parked within the complex.
- j) Trucks (including removal trucks) with a maximum weight of 10 tons may only be parked temporarily in the demarcated area which will be pointed out by the guards, and only with the written consent of the Trustees first had and obtained. Under no circumstances may trucks be parked between the shaded parking area and should the truck cause any damage to the common property the Owner or Occupier will be held liable for the repairs thereto.

4. ALTERATIONS OR ADDITIONS OF THE COMMON PROPERTY

- a) Alterations to all exterior, carports, and any deviation from the standard currently in existence require the prior written consent of the Trustees.
- b) No extensions, alterations or improvements to the exterior of any unit or carport, including awnings and security gates shall be undertaken, unless the Trustees have first been given full particulars in writing thereto. If such written permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the Trustees in writing.
- c) Improvements affected by Owners shall be maintained by the Owner. If these are allowed to deteriorate, they will be maintained by the Body Corporate at the cost of the Owner.
- d) Tampering with the TV aerial or satellite dishes is not permitted.
- e) All TV installations must be connected to existing communal aerials and dishes.
- f) No outside TV aerials or satellite dishes may be erected without the written consent of the Trustees.
- g) All refuse, debris etc. resulting from extensions, alterations or improvements shall be removed by the Occupant concerned within 5 days. If such refuse, debris etc is not removed, the Trustees may cause it to be removed, and all charges in connection therewith shall be for the account of the Occupant concerned.
- h) An Owner or Occupier 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 written consent of the Trustees.
- i) Notwithstanding sub-rule (h) above, an Owner 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 must comply aesthetically with the rest of the scheme or
 - (ii) Any screen or other device to prevent the entry of animals or insects.

Provided that the Trustee have first approved, in writing, the nature and design of the device and the manner of its installation.

- j) No Zozo huts, Wendy houses or sheds of any sort are permissible.
- k) Should the Owner be undertaking any alterations, additions and or repairs to his section and or sole use area, he shall make use of the service providers approved by the Trustees, and the Owner is not permitted to use his own service provider without the prior written consent of the Trustees.

5. DAMAGE TO COMMON PROPERTY

- a) Should any damage of whatsoever nature be caused to the common property by an Occupant, and/or any member of his family, and/or any of his visitors, and/or any of his employees, their children or visitors, or should any such persons cause the Body Corporate to suffer any loss or incur any expense, such Owner shall be liable to forthwith reimburse the Body Corporate in full in respect of such loss or expense.
- b) If the Trustees instruct a firm of attorneys in connection with or arising out of any infringement by an Occupant, the Owner shall be liable to reimburse the Body Corporate on demand for all legal costs incurred in respect thereof.

6. APPEARANCE FROM OUTSIDE

The Owner or occupier of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, in discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

7. BUSINESS ACTIVITIES/SIGNS AND NOTICES

- a) No business, profession or trade may be conducted in any unit or on the common property except with the written permission of the Trustees.

- b) No auctions or jumble sales may be held unless the consent, in writing, of the Trustees is first obtained.
- c) No advertisements or publicity material may be exhibited or distributed on the common property without the consent, in writing, of the Trustees first having been obtained.
- d) No door to door canvassing or hawking allowed without the written permission of the Trustees.
- e) No Owner or Occupier of a section, or their agents, shall place or distribute any sign, notice billboard or advertisement of any kind whatsoever on the pavement area in front of the property, 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 been obtained.
- f) Estate Agents notice boards:-
 - (i) a maximum of 5 estate agent notice boards (specifically "for sale" or "to let" signs) may be displayed at the entrance of the scheme at any given time.
 - (ii) "on show" boards may only be displayed from 12 noon on a Friday and should be removed by 12 noon on the Monday – as prescribed by the local municipality.
 - (iii) estate agents, having gained entry to the complex while on appointment or showing a property on behalf of any Owner, may not canvas other units or residents in compliance with sub-rule (d) hereof.

8. LITTERING

- a) An Owner or Occupier of a section shall not deposit, throw, or permit or allow to be deposited, or thrown on the common property any rubbish including dirt, cigarette butts, food scraps or any other litter whatsoever.

9. WASHING AND WASHING LINES

- a) An Owner or Occupier shall not permit washing or any other item to be hung over the railings and/or balconies or on any other part of the building or common property, so as to be visible from the outside or from any section.
- b) Owners and Occupiers are requested to use the demarcated drying area.
- c) An Owner or Occupier shall not erect his own washing lines or pull-out line. The Occupant may use a fold up "clothes-horse".

10. LETTING OF UNITS

- a) Owners who let their units must advise the Managing Agent of the name and full contact details of their tenants.
- b) All tenants of units and other persons granted rights of occupancy by any Owner of the relevant unit are obligated to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

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 authorized agents or employees, to enter upon his section from time to time for the purpose of inspection of 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 pests shall be borne by the Owner of the section concerned.

12. GARDENS

- a) Owners may landscape their gardens to their own design, within the parameters of rule 4, but may not plant any shrubs or trees that would block or interfere with the movement of other Owners. Consideration must be given to the problems such shrubs or trees might present when fully grown.
- b) Garden beds, lawn and paving within the sole use garden areas are the responsibility of the Owners. Owners or Occupiers may choose to maintain the grass themselves or to make use of the Body Corporate's garden service, at their own expense.
- c) Owners may not erect any permanent structure of any nature whatsoever in their garden area, without the required approved plans, if required by the Local Municipality, and the written consent of the Trustees first having been obtained.
- d) Any paving or item to be erected in the garden may not interfere with or block the flow of water runoff.
- e) The Body Corporate accepts no responsibility whatsoever in restoring gardens, paving or the like, where it has been necessary to carry out repairs to burst pipes, cables etc.

13. SPEED LIMIT

The speed limit within the complex is 20 km per hour and must be adhered to at all times.

14. SECURITY

In order to maintain security in the complex:-

- a) No vendors, hawkers or undesirable visitors are permitted beyond the entrance gates.
- b) No visitors or workmen will be permitted to enter the complex without the Owners' or Occupiers' instruction to the gate security.

- c) Owners or Occupiers shall provide a copy of the Identity Document and contact number of their domestic workers to the gate security.
- d) Owners and occupiers must leave detailed written instruction for the gate security to permit domestic staff access into the complex.
- e) Security gates and pedestrian gate to be kept closed at all times when not manned by the security guards.
- f) Remotes and keys are not to be given or lent to any contractors or any unauthorized persons at any time.
- g) All legal fees, administrative costs etc. incurred will be for the registered Owner's account.

15. PAYMENT OF LEVIES AND OUTSTANDING ACCOUNTS

- a) Levies and water consumption are due and payable, in advance, on the fifth day of every month. Payment in full of levies (including additional levies), and water consumption and any other charges, must be received by the managing agents by the fifth day of each month to avoid penalties. Consideration will be given by the Trustees to the payment of special levies in installments.
- b) A penalty will be charged on the full outstanding balance as at the close of business on the fifth of each month. The Trustees will determine the penalty rate or penalty amount to be charged from time to time. The determined penalty will come into effect on the first day of the next month following the month in which such written notification was given to the Owner concerned.
- c) Penalties will continue to be charged on all outstanding amounts and should payments remain outstanding for a period of more than 60 days, legal action will be taken to recover all amounts outstanding.
- d) All legal fees, administrative costs etc. incurred will be for the registered Owner's account.
- e) Owners are liable for payment of Assessment Rates to the Local Municipality and payment must be made separately directly to the Municipality.

16. NUISANCE

- a) An Owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any Owner or Occupier of the building. In particular, the playing of hi-fi equipment, TVs, musical instruments, and general party noises must be controlled. At no time shall an Owner or Occupier allow the volume of such equipment to be intrusive to others and all such noise shall cease at midnight on Friday and Saturday nights and 22h00 on every other night.
- b) Motor vehicles hooters may not be sounded in the common property areas.
- c) Any alterations/building work that has received approval shall not take place before 8h00 or after 18h00 during working days and never on public holidays.
- d) Lawns may not be mowed before 8h00 over weekends.

17. CYCLES ETC.

- a) Bicycles, motor cycles, tricycles, roller skates and skateboards etc., may not be parked or left on the common property.

18. GENERAL

- a) The Trustees shall have the right to take any reasonable action deemed fit to prevent any infringement of these rules.
- b) Common property and garden areas must at all times be kept tidy.
- c) No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the common property.
- d) No stones or other solid objects may be thrown on the common property.
- e) An Occupant shall not do or permit to be done in his unit or on the common property anything which will or may increase the rate of premiums payable by the Body Corporate on any insurance policy.

- f) Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the insurance policy.
- g) All complaints must be lodged in writing and sent to the Trustees. A sincere endeavor will be made to meet such complaints as long as the right of other residents are not affected.
- h) An Occupant shall not place or do anything on any part of the common property (including balconies, patios, stoeps and gardens) which when viewed from the outside of the unit is, in the discretion of the Trustees, aesthetically displeasing or undesirable.
- i) Fire hydrants and extinguishers are to be exclusively used for firefighting purposes only. Any infringement of any municipal by-law in the misuse of this equipment, resulting in penalties or fines, will be for the account of the Owner of the unit responsible for such misuse.
- j) The Trustees reserve the right to impose fines of up to R500,00 on any Occupant who continues to be in breach of the rules, after having received written notice thereof from the Trustees or their agent.
- k) The maximum number of residents shall be two persons per bedroom unless written consent has been received from the Trustees stating otherwise. This information must be passed by the Owner to the tenant of any section.

19. INTERPRETATION

- a) In the event of any dispute concerning the interpretations of these rules and/or the enforcement thereof and/or any breach thereof, the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute thereof.
- b) The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.

- c) Should any provision of these rules be invalid and or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.

20. TRUSTEES CONSENT

- a) Any written request to the Trustees shall not be unreasonably withheld or delayed and the Trustees shall respond within 7 (seven) working days of date of receipt of the written request. Should the Trustees require any additional information from the Owner or Occupant (depending upon the complexity of the request and in order to make an informed decision), the Trustees shall reply to the Owner or Occupier within 7 (seven) working days from date of receipt of the requested information.

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