

**THE BODY CORPORATE OF MANOR GARDENS**  
**53 BOHMER ROAD, NEW GERMANY**  
**SECTION PLAN NO 25/1976**

**CONDUCT RULES**

Based on Section 35 (2) (b) of the Sectional Titles Act, 1986  
As published in the Government Gazette o 8 April 1988

**1. ANIMALS, REPTILES AND BIRDS**

- 1. 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.
- 1.2 When granting such approval, the Trustees may prescribe any reasonable condition.
- 1.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (1.2).
- 1.4 In the event of approval being withdrawn in terms of (1.3) above, the trustees shall have the right to require such animal to be removed from the premises.
- 1.5 Animals may not roam freely outside the owner's section. Any animal taken onto the common property must be on a lead and under proper supervision. The owner will be responsible for the actions of the animal. Dogs may not soil the common property and the owner will be responsible for cleaning up if any soiling should occur.
- 1.6 Animals may not be a nuisance to people, in other sections by making excessive noise, such as continuous barking or entering the homes or gardens of others. Should any complaints of excessive and continuous barking be received, the Trustees will require the owner or occupant to remedy the matter immediately.

**2. REFUSE DISPOSAL**

- 2.1 An owner or occupier of a unit shall: -
  - (a) Maintain in a hygienic condition, a receptacle for refuse within his section or exclusive use area,
  - (b) Retain all refuse within his section out of sight of other residents until the designated time of collection,
  - (c) Offer refuse for collection in the appropriate container supplied/ sold by the municipality,

- (d) Place refuse for collection on the pavement opposite Manor Garden gates in Bosse Street only on Tuesday mornings between 05:00 and 07:00.

### **3. VEHICLES**

- 3.1 No owner, occupier or visitor shall park or stand any vehicles on the common property outside of the designated parking areas. Parked vehicles may not pose a nuisance or obstruction to other owners and occupiers. This includes caravans, trailers and motorcycles.
- 3.2 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, and standing or abandoned on the common property without the Trustees' consent.
- 3.3 Owners and occupants of sections shall ensure that their vehicles and the vehicles of their visitors and guest do not drip oil, brake fluid or coolant on to the common property or in any other way deface the common property.
- 3.4 Parking demarcated as "Visitor's parking" may only be used for bona fide visitors and not by owners or occupants.
- 3.5 No owner/occupant shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 3.6 Vehicles must be driven slowly and carefully at all times with consideration for other people and children in particular.
- 3.7 Save for the purpose of gaining access to garages and parking bays; motorcycles, caravans and trailers may not be ridden or left on common property, or in any portion of a section where it is visible to the public. No sleeping shall be allowed in any caravan or other vehicle on any portion of the common property, garage or carport.
- 3.8 Heavy vehicles i.e. with an axel mass of over 5 tons will not be allowed inside the Manor Gardens complex for any reason whatsoever, unless the consent of the Trustees are obtained and the property owner has indemnified the Body Corporate in writing.

### **4. DAMAGE, ALTERATIONS AND ADDITIONS**

- 4.1 An owner or occupier of a section 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.
- 4.2 Notwithstanding sub-rule (1), an owner or person authorised by him, may install-

- (a) Any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- (b) 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.

- 4.3 Changes, alterations and additions that affect the structure, size, appearance or layout of a section or exclusive use area may only take place after the submission of plans and the written permission of the trustees. Such changes include, but are not limited to: swimming pools, saunas, carports, pergolas, air conditioners, antennae, satellite dishes, awning, atriums, conservatories and garden walls, fences or railings.
- 4.4 Heavy articles of whatever kind or sort, furniture, luggage and the like shall only be transported in such a way that no damage to roads, gardens or any part of common property is done. These items may not be dragged across any common property surface.
- 4.5 Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so and such work shall comply with the standards and by laws of the relevant local authority.
- 4.6 After alterations or repairs have been completed, it is the owner's responsibility to make good any damages to the exterior of the property and common property to the satisfaction of the Trustees.

## **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 section.

## **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 been obtained.

## **7. LITTERING**

- 7.1 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 cigarette butts, food scraps or any other litter whatsoever.
- 7.2 Unwanted post must not be discarded on common property areas, and must be placed in refuse bins.

## **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.

## **9. STORAGE AND USAGE**

9.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any dangerous act in the building or on the common property, which will or may increase the rate of premium payable by the Body corporate on any insurance policy.

9.2 Garages are intended primarily for the storage of vehicles and may not be used for any other purpose.

9.3 No person may conduct a business or activities on the premises that could cause a nuisance or result in an increase in noise, traffic or water usage.

9.4 Garage doors are to be kept closed when not conducting work in the garage or moving vehicles.

## **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. It is the duty of the owner to provide the tenant with a current copy of the conduct rules.

## **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 cost 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. CHILDREN**

12.1 Parents are responsible for the control and safety of their children and visitors at all times. Parents will be liable for any damage caused by their children or visitors.

- 12.2 Children may not climb onto any buildings or engage in any games or activities that may cause damage to any buildings, vehicles, plants or earth banks.
- 12.3 Children may not make unreasonable noise or cause a nuisance, or use any shooting device.
- 12.4 Skateboards and roller blades are not allowed. Bicycles must have working brakes and may only be used in the complex under parent's supervision.
- 12.5 Parents or guardians are responsible for the safety of their children on common property and shall ensure that children are supervised at all times.

### 13. **GENERAL**

- 13.1 Owners and occupants shall comply with all municipal regulations and legislation not specifically referred to in these Conduct Rules and any consent given by the Body Corporate or its Trustees are still subject to all relevant legislation.
- 13.2 Fire hoses may not be tampered with or used for washing of cars or buildings.
- 13.3 Owners, occupiers and persons under the control may not commit any act that will compromise the security of the complex. Such acts include forcing electric gates to remain open, opening the gates for unknown persons and loss of gate access control devices through negligence.
- 13.4 Owners and occupiers are responsible for the conduct of members of their household, their servants, contractors and any persons for whom they have opened the gates and will be liable for damage caused by such persons.
- 13.5 Owners and occupiers are to ensure that water is not wasted by themselves or any persons under their control and must ensure that taps, cisterns and geysers are kept in good working order to prevent wastage. The Trustees may recover the cost of abnormal water usage from owners, using the current municipal water rates, if deemed necessary.
- 13.6 Any cultural or religious ritual or action which may affect any other resident, owner or occupant, may only be conducted after the written permission of the Trustees have been obtained and all relevant legislation have been complied with. This includes the slaughter of any animal.

### 14. **EXPLANATION OF TERMS**

Section – a title holder's dwelling including the courtyard, garage and veranda

Exclusive use areas – a part of the common property reserved for the exclusive use of the owner or occupier of the adjoining section. This means the garden and parking bays immediately outside a section.

Owners - registered owners in terms of the relevant legislation.

Occupant - Anyone occupying any section whether a tenant, lessee or otherwise.

Common Property – Manor Gardens property not forming a part of any unit i.e. lawns and driveways as well as buildings, structures, equipment and plants on the common property.

Trustees - members of a committee elected in terms of the relevant Sectional Titles legislation to act as trustees for the Body Corporate.

Complex - the Manor Gardens complex, situated at 53 Bohmer Road New Germany.

## 15. **LEVIES**

Levies are due and payable monthly in advance by the last day of the month preceding that to which they relate. Late payments will receive a penalty and credit control fee for each month late.

In addition should the Trustees be compelled to hand the account over for collection due to non payment then the charges on a scale of Attorney and Own client shall be payable in addition to any collection charges.

## 16. **FINES AND OWNER'S DEFAULT**

- 16.1 Fines arising out of breach of the provision of these rules and defaults such as but not limited to: excessive noise, excess number occupants, parking violations and geyser, toilet overflow and tap washers leaking shall, at the trustees discretion be debited. The amounts payable regarding fines will be determined by the Trustees.
- 16.2 If an owner (whether by himself or by the occupant, invitee, guest, agent or employee) commits breach of any of these Conduct Rules and fails to remedy such breach within seven days after giving notice to remedy such breach, by the Trustees or its Managing Agent, if so authorised by the Trustees, the Body Corporate shall be entitled to take such action as may be available to it in terms of relevant legislation. In addition to the aforementioned, a fine per each day that the breach of Rules take place, may be levied.
- 16.3 If an owner fails to repair or maintain adequately his/her section of the common property allocated for exclusive use and enjoyment, (as required by the Sectional Titles Act, 1986 as amended) and such failure persists for more than 14 days after the giving of written notice to repair or maintain, by the Trustees or the Managing Agent, the Body Corporate shall be entitled to remedy the owner's failure and recover the costs of doing so from such owner.
- 16.4 Owners or occupants may not give direct orders or requests to any staff of the Manor Gardens complex, but consult the Trustees or complex Manager for any assistance.

## 17. **OWNERS RESPONSIBILITY**

- 17.1 Owners are responsible for the conduct of their tenants at all times and shall hand a copy of the Conduct Rules of Manor Gardens to each of their tenants.

17.2 Owners must advise the Trustees of the names and id numbers and contact details of their tenants in writing.

17.3 Owners must also advise the Trustees as well as the Managing Agent of changes in their contact details and supply an email address if available.

## 18. **SECURITY**

18.1 No door to door salesman, people collecting for churches or any other institution, job seekers etc as well as any other unauthorised persons may gain access to the Manor Gardens property. Only persons who are permitted by owners, occupants or the Trustees are allowed in the complex. All others will be regarded as trespassers.

18.2 Security is only as strong as the weakest link in the chain. Everyone should exercise maximum vigilance accordingly and report any breaches to the trustees, police or security companies.

## 19. **SMOKING**

In terms of the new TOBACCO PRODUCTS CONTROL ACT 83 OF 1993 no smoking is permitted in any open and / or enclosed common areas of the Manor Gardens Complex.

## 20. **NUISANCE**

20.1 An owner or occupant shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of common property or to do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any owner or occupant of the Manor Gardens complex.

20.2 Silence must be maintained between 21:00 and 07:00 on Saturdays and Weekdays and between 15:00 and 09:00 on Sundays and Public Holidays. This includes that no power tools or any noise generating equipment may be used.

20.3 Motor hooters or any hooting device may not be used on common property or at the gates.

20.4 Radios, musical instruments, electronic devices such as cell phones, computers, tablets, television sets, dvd's etc must be used in such a manner as not to be heard in adjoining sections or common property.

20.5 Air-conditioning units should be reasonably quiet and well maintained.

20.6 The use of air guns paint ball guns, any dart, - arrow, - pellet or stone shooting device is strictly forbidden in any area or the Manor Gardens Complex.

## **21. Use**

- 21.1 Unless the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered Sectional Plan to be for business or other purposes, an owner shall use or permit to be used only for Residential Purposes (as indicated in the relevant Town Planning legislation).
- 21.2 All owners and occupants of sections shall ensure that their activities in and uses of the common property and of a section or part thereof; with all services, facilities and amenities available on common property, shall at all times be conducted and carried out with reasonable care and with due and proper consideration for remaining owners and occupants and in accordance with all relevant legislation.
- 21.3 Owners shall not store or allow being stored or leaving any articles, material, equipment, building material in any part of common property except with the written consent of the trustees.
- 21.4 Unless otherwise authorised by the Trustees, no persons may live in sections which are not described as residential sections on the sectional plans of the Body Corporate.
- 21.5 Owners and Occupants are responsible for the behaviour of their domestic and garden or other staff and shall at all times ensure that they adhere strictly to the Conduct Rules of the Manor Gardens Complex and instructions of the Trustees.
- 21.6 Domestic and other staff are not allowed to use the toilets and shower facilities of the Manor Gardens own staff and shall make use of the toilet and washing facilities of the section in which they work.
- 21.7 Owners and Occupants are responsible and liable for all actions of their visitors and shall ensure that they comply with the Conduct Rules and all relevant legislation.

## **22 LOSS OR DAMAGE**

The Manor Gardens Body Corporate shall not be responsible for any loss or damage suffered by any owner, occupant, visitor or employee from any legal or reasonable action of any member, agent, or employee of the Body Corporate, and the responsibility shall rest on said person to institute a claim with his/her own insurance. Anyone entering the Manor gardens complex does so at his/her own risk and the Body Corporate will not be responsible for any loss or damage suffered on the said property.