

# SOMERSET GARDENS

## BODY CORPORATE

### CONDUCT RULES

#### Annexure E

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#### 1. INTERPRETATION

In the interpretation of these Rules, unless the context otherwise indicates:

- 1.1 "Village" means the Sectional Title Retirement Development known as "Somerset Gardens" (name to be changed) and situate on Erf 15370 Somerset West;
- 1.2 "Members" shall means owners or nominated-occupiers of the said Sectional Title units in the said village and thus members of the Body Corporate;
- 1.3 "Trustees" shall mean Trustees of the Body Corporate of Somerset Gardens established in terms of the Sectional Title Act No 95 of 1986 (as amended);
- 1.4 "Common Property" shall mean the common property of Somerset Gardens as delineated in terms of the registered Sectional Plans for the Scheme;
- 1.5 "Developer" shall mean Silver Knight Properties 43 (Pty) Limited (Company No. 200/030673/07);
- 1.6 "Unit" shall mean a sectional title unit in the Sectional Title Scheme known as Somerset Gardens ("the Village").
- 1.7 "Managing Agent" and "Management Company" shall mean Somerset Gardens Management (Pty) Ltd (Company No. 1992/003640/07).
- 1.8 words and expressions to which a meaning has been assigned in the Act, shall bear the meanings so assigned to them;
- 1.9 words importing:
  - 1.9.1 the singular number only shall include the plural, and the converse shall also apply;
  - 1.9.2 the masculine gender shall include the feminine, and neuter genders and the neuter genders shall include the masculine and feminine genders;
- 1.10 the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

#### 2. ANIMALS, REPTILES AND BIRDS

- 2.1 It is the policy of the Village to grant permission to Members to keep one or two small pets such as a small dog (maximum 40cm in height), bird or cat within their Unit (no pets allowed in apartments and garden apartments), subject to the conditions set out herein, any amendment hereto or to any special conditions stipulated by the Trustees.
- 2.2 Pets are not to be replaced after their demise.

- 2.3 Members shall have erected a fence of a design and in a position approved by the Developer or in his absence, the Trustees, in order to prevent dogs from wandering onto the Common Property.
- 2.4 Members shall at all times:
  - 2.4.1 obtain permission in writing from the Trustees for the keeping of pets, which permission shall not be unreasonably denied;
  - 2.4.2 be responsible for the total care of their pets;
  - 2.4.3 be responsible for their pet's behaviour;
  - 2.4.4 ensure that their pets do not make a noise or become a nuisance;
  - 2.4.5 ensure that their pets do not foul the Common Property and if they do so, take care to clean up after their pets;
  - 2.4.6 keep their dogs on a leash when walking them on the Common Property.
- 2.5 All dogs and cats shall be spayed or neutered prior to being brought into the village.
- 2.6 The Trustees shall have the right to deny a Member permission, or withdraw permission, to keep pets if the Member breaches these rules or if, in the opinion of the person in charge of the village nursing staff the Member is no longer capable of caring for their pets. In the event that permission to keep a pet is withdrawn, the Member shall be given notice to remove the pet from the Village and shall be give a period of time within which to do so. In the event that the Member does not remove the pet from the Village, the Trustees will have the right to remove the pet.

### **3. REFUSE DISPOSAL**

- 3.1 A Member shall;
  - 3.1.1 maintain in an hygienic and dry condition, a receptacle for refuse within his Unit, his exclusive use area or on such part of the Common Property as may be authorised by the Trustees in writing;
  - 3.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped and tied in approved black plastic bags;
  - 3.1.3 ensure that tins or other containers are completely drained before wrapping in plastic bags;
  - 3.1.4 for the purpose of having the refuse collected, place such receptacle or the tied black plastic bags within the area and at the times designated by the Trustees;
  - 3.1.5 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in Clause 3.1.1.

### **4. VEHICLES AND PARKING**

- 4.1 No Member shall park or stand any vehicle upon the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, without the consent of the Trustees in writing.
- 4.2 All vehicles are driven and parked within the Village at the owner's risk.
- 4.3 No caravans, mobile homes, boats, trailers, or any similar vehicle shall be parked within the Village. The Trustees may give approval under special circumstances for a vehicle of this type to be parked within the Village subject to this only being for a short period of time or that the vehicle be parked in a specifically designated

and approved area. Any approval given under this rule may be withdrawn at any time at the sole discretion of the Trustees.

- 4.4 Visitor's vehicles shall be parked in garage driveways or where there is more than one visitor vehicle, on one side of the road, without obstructing neighbouring driveways. It is the Member's responsibility to ensure that the vehicles of their guests are properly parked.
- 4.5 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.
- 4.6 Members shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the Common Property or in any other way deface the Common Property.
- 4.7 No Member 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 Unit.
- 4.8 The use of hooters within the village is prohibited except in the interests of safety.
- 4.9 No vehicle shall be driven at a speed exceeding 20kmh within the Village.
- 4.10 Every Member shall observe all laws, ordinances, by-laws and regulations or rules imposed by any statutory or other authority and, without detracting from the generality of the foregoing, shall observe and comply with the provisions of the Cape Provincial Road Traffic Ordinance No 21/1966 as amended (or any Ordinance or Act substituted therefore) as fully and effectually as though the private road were a public road as defined in terms of Section 1 of the Ordinance.

## **5. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMUNAL PROPERTY**

- 5.1 A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property or the exterior of their Unit without first obtaining the written consent of the Trustees.
- 5.2 Notwithstanding sub-rule 5.1, a Member or person authorised by him, may install;
  - 5.2.1 an approved locking device, safety gate, burglar bars or other safety device for the protection of his Unit; or
  - 5.2.2 any approved screen or other device to prevent the entry of animals or insects.
- 5.3 Provided that the Developer and the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

## **6. APPEARANCE FROM OUTSIDE**

- 6.1 A Member shall not place or do anything on any part of the Common Property, including balconies, patios, steps, and gardens which, in the discretion of the Developer or Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Unit.

## **7. SIGNS AND NOTICES**

- 7.1 No Member shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Unit, so as to be visible from outside the Unit, without the written consent of the Developer and Trustees first having being obtained.

**8. LITTERING**

- 8.1 A Member 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. LAUNDRY**

- 9.1 A Member shall not, without the consent in writing of the Developer and Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the Unit or the Common Property so as to be visible from outside the Unit or from any other Units.

**10. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- 10.1 A Member shall not store any material, or do or permit or allow to be done, any other dangerous act in the Unit or on the Common Property, which will or may increase the rate of the premium payable on any insurance policy.

**11. NOISE**

- 11.1 Members shall ensure that their activities do not constitute a nuisance to their neighbours and in particular noise shall at all times be kept to a minimum.
- 11.2 Despite Clause 11.1, Members shall ensure that during the hours of 22h00 to 07h30 and 13h00 to 15h00 daily, additional care is taken to reduce noise even further so that the rest and sleep of neighbours is not disturbed. In particular no power tools, lawn mowers or other noisy devices shall be used during these hours.
- 11.3 Radios, televisions, record players, compact disk players, tape recorders and other music players and musical instruments, shall be used in such a manner that they cannot be heard from neighbouring Units.

**12. LETTING OF UNITS**

- 12.1 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.

**13. ERADICATION OF PESTS**

- 13.1 A Member shall keep his Unit free of white ants, borer and other wood destroying insects and to this end shall permit the Developer, the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his Unit from time to time for the purpose of inspecting the Unit 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 Unit, replacement of any woodwork or other material forming part of such Unit, which may be damaged by any such pests shall be borne by the Body Corporate unless it can be shown that the conduct of the Member lead to the infestation and damage, in which case the costs shall be borne by the Member concerned.

**14. GARDENS, POT PLANTS AND PATIOS**

- 14.1 The Common Property comprises the entire property external to the Units and paved patios. Members will have exclusive use of designated private garden areas within the Common Property.
- 14.2 The entire Common Property will be landscaped, planted and maintained by the Developer and/or Management Company. All trees, and shrubs will be

strategically planted and regularly maintained and pruned in order to provide privacy while at the same time preventing overgrowth and encroachment.

- 14.3 Members may not trim, prune, remove or in any way interfere with the trees, shrubs and other plants planted on the Common Property.
- 14.4 Members will be permitted to garden their private garden areas and to plant and maintain annuals and small shrubs within designated beds and planting areas.
- 14.5 Members may not plant large shrubs or trees without the specific written approval of the Developer or Management Company. Despite approval being given, the Developer and/or Management Company shall have the right to maintain, trim, prune and even remove such trees and shrubs where these become a nuisance, unsightly, encroach on other Units or private garden areas or the Common Property, obstruct views or sunlight or for any other reason.
- 14.6 Members shall not stand pots or any other items on yard walls.
- 14.7 The placing of plant pots on patios and in private garden areas shall be subject to the approval of the Developer or Management Company who shall have the right to stipulate the number, size, design, colour and position of plant pots used.
- 14.8 Only cement or clay plant pots may be used outside of Units. Plant pots shall be well maintained and a proliferation of pots of different sizes, colours and designs will not be permitted. The placing of plant pots on patios and in private garden areas shall be done in an aesthetically pleasing manner.

## **15. TELEVISION, RADIO AERIALS AND SATELLITE DISHES**

- 15.1 Every Unit within the village will be provided with a television and radio aerial connection as well as with a feed from a satellite dish.
- 15.2 Each aerial and satellite dish erected to provide the service referred to in Clause 15.1 will serve a number of Units and may be mounted on exterior of one specific Unit. The mounting of such an aerial or satellite dish or any other device on the exterior of a Unit places no responsibility on the Member to maintain such aerial, satellite dish or device and also gives the Member no right to interfere therewith.
- 15.3 Members will be responsible for their own television licences, decoder installations and all charges related thereto.
- 15.4 A Member may not erect any television, radio or other aerial or satellite dish on the exterior of a Unit (other than those erected by the Developer or Management Company for the purposes of providing the service referred to in Clause 15.1)

## **16. VISITORS AND GUESTS**

- 16.1 The Member shall at times be responsible for the behaviour of their visitors and guests and at all times ensure that they adhere to these rules.
- 16.2 Children are welcome in the village but should at all times be supervised, particularly when on the Common Property or using the communal facilities. Additional restrictions may apply to children in the rules and regulations governing the use and enjoyment of communal facilities as referred to in Clause 17.3.
- 16.3 The Member is responsible for the conduct of their guests and visitors and any damage caused by them. Care should be taken to prevent such damage.

## **17. COMMUNAL FACILITIES**

- 17.1 The communal facilities within the village are for the use and benefit of the Members and their invited guests where this use by guests is permitted.

- 17.2 The Member who invited them shall at all times accompany guests when using the communal facilities.
- 17.3 The rules and regulations governing the use and enjoyment of the communal facilities as published from time to time shall be incorporated herein as if part of these Conduct Rules and shall be adhered to by all those who use the communal facilities including Members and their guests.

**18. ADDITIONS AND AMENDMENTS TO CONDUCT RULES**

- 18.1 These Conduct Rules may be amended or added to by the Trustees from time to time.
- 18.2 Any such addition or amendment shall come into effect immediately it is published. Placing a copy of the said amendment or addition in a prominent position within the village, ordinarily within the Community Centre shall constitute publication thereof.
- 18.3 Every Member shall be given a copy of the amendment or addition by posting this in their letterbox or delivering the copy to their Unit.