

**Protea Gardens
House Rules**

extracted from

**Protea Gardens AGM Package
For
Financial Year End 2022
7 December 2022**

PROTEA RIDGE, KNOWN AS PROTEA GARDENS
MANAGEMENT RULES AND CONDUCT RULES

June 2015

Introduction:

These rules are to be read in conjunction with the provisions of the Sectional Titles Act No. 95 of 1986 ("the Act"). In the event of any conflict between the provisions of these rules and those of the Act, the latter will prevail.

- 1) The rules prescribed in terms of Section 35(2) of the Act as amended are applicable to this development, save as amended herein.
- 2) The following additional management rules have been imposed by the Body Corporate;
 - a) **"Scheme"** means the sectional title scheme which is laid out on Erf 273 Howick;
 - b) **"Body Corporate"** means the Body Corporate (owners) of the scheme;
 - c) **"Development Period"** means the period from the opening of the sectional title register of the Scheme until such time as the Developer no longer owns a section in the Scheme (or the right to extend the Scheme by the erection of at least one section, as anticipated in section 25 of the Act), provided that the Developer may terminate the aforesaid period any time prior to the aforesaid date, on written notice to the Trustees;
 - d) **"Developer"** means North Ridge Manors (Pty) Limited registration number 2005/035041/07 or its successors in title and assigns.
 - e) If any of these rules is contrary to the Act or unenforceable for any other reason whatsoever, such rule shall be deemed to be separate from the rest of the rules, without any way affecting the validity of the remaining rules.

72 COLLECTION OF LEVIES

- (1) In the event of the Trustees instituting any legal action, or proceedings against an owner as a result of any breach of the Act, any Management and or Conduct Rule or the regulations framed hereunder, the owner shall be liable to pay all attorney and client own fees and disbursements, including collection commission, as determined by the Kwa-Zulu Natal Law Society from time to time.
- (2) Any levy in arrears shall bear interest at calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive). Levy must be outstanding for one month or more.
- (3) Any payment to the Body Corporate may only be made by means of one of the following into a duly designated account for this purpose:

- a) By stop order or by debit order;
 - b) Internet or electronic transfer;
 - c) By direct payment;
- (4) Levies and other applicable charges, are payable in advance on or by the 7th of each month in respect of which they are raised. Any amounts not paid by the said date are considered in "arrears" and / or "outstanding" and action will be taken against the defaulting owner. A letter of demand dated the 7th at an agreed amount, will be sent to the owner demanding immediate payment of the full outstanding amount. Should the amount still be outstanding at the end of the month, the amount will be handed over for collection on the 31st of the same month.

73 All documentation and / or correspondence and communications shall be dealt with in English.

74 No sectional unit in the Scheme shall be transferred, alienated or otherwise disposed of nor shall any shares, members interest or beneficial interest in a company, close corporation or trust being the owner of such unit, be transferred, alienated or otherwise disposed of, unless and until an amount of ½% (Half a percent) of the gross selling price is paid to the Body Corporate Stabilisation Fund. Any action by a bondholder of a sectional title unit shall not prevent the Body Corporate from recovering from the owner thereof his contribution to the Body Corporate.

For the avoidance of doubt the provisions of this Rule 74 shall not apply to a transfer by way of transmission on death of one spouse or permanent co-habitee benefiting to the property under the will or intestacy of the deceased to the surviving spouse or partner provided that the survivor continues to occupy the property.

75 EXCLUSIVE USE AREAS

- (1) The areas designated as exclusive use areas are the areas designated on the SG Diagram and as contemplated in section 27 A of the Act. The aforesaid owners shall be entitled, free from the payment of any consideration, to the exclusive use, occupation and enjoyment in perpetuity (and to the exclusion of other owners and all other persons) of the exclusive use area allocated to them subject to the provisions of these rules and in particular, subject to the provision of this Rule 75.

- (2) An owner shall only be entitled to utilize any portion of the common property allocated to it as an exclusive use area, as contemplated in Rules 75(1) above, for the use specified on the plans and schedules referred to in those Rules.
- (3) The Body Corporate shall take all necessary steps in its power to ensure that the aforesaid exclusive use areas referred to in Rule 75(2) shall be reserved for the exclusive use of the respective owners in future phases.
- (4) The Body Corporate shall maintain each exclusive use area allocated as a parking bay on the common property in the Scheme at the cost of the owner (to whom such area has been allocated), which cost may be recovered by the Trustees from such owner as part of the monthly levy, but it shall be incumbent upon the owner to take all the necessary steps to keep such exclusive use areas in a neat and tidy condition at all times.
- (5) An owner shall, at his own expense, maintain the exclusive use garden area allocated to him in a good, clean and attractive condition. Should an owner, in the discretion of the Trustees, fail to maintain such exclusive use garden area in a clean and attractive condition, notwithstanding receiving a notice from the Trustees to do so, within 30 days from the date of such notice, the Trustees shall be entitled, but not obliged, to maintain or clean such exclusive use garden area, which costs the Trustees shall recover from such owner.
- (6) Each respective owner shall not use his respective exclusive use area or permit it to be used in such a manner or for such purposes as are likely to impair the safety, appearance or amenity of other sections or other parts of the common property.
- (7) Notwithstanding the provisions of Rule 75, an owner shall permit the Trustees and their agents access to any exclusive use area allocated to him at all times. Save in the case of extreme emergencies or persistent unjustifiable refusal, access to be sought and granted only at reasonable times and on reasonable prior notice.
- (8) An owner may not let or alienate any exclusive use area allocated to him, separately from his section.
- (9) Gardens: Only trees with an expected height of 4 metres or less are allowed to be planted in the exclusive use area of each garden.

Any damage to buildings, roads and plumbing caused by tree branches and roots will be repaired by the Body Corporate and charged to the owner's levy account.

Trees and shrubs must be far away enough from the neighbour's property so as not to impact on neighbours exclusive use area in terms of overhanging branches, shade and roots.

Annexure 9 Section 35(2) (b) of Sectional Titles Act of 1986

The following rules have been substituted for the conduct rules prescribed in terms of the above section.

1. ANIMALS 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 or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 1.2
- (4) Dogs must be properly controlled by means of a leash when on common Property and droppings immediately removed. The Trustees may, following a written warning, impose a fine.
- (5) No cats or reptiles will be allowed, other than those "in situ" at the date of adoption of these Rules. Permission will be withdrawn by the Trustees should they become a nuisance.

2. REFUSE DISPOSAL.

- (1) An owner or occupier of a section shall-
 - a) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorized by the Trustees in writing;
 - b) ensure that before refuse is placed in such 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 it within the area and at the times designated by the trustees; and
 - d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph a).
- (2) No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the time designated by the Trustees from time to time.

3. VEHICLES

- (1) No owner or occupier 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 other than designated parking areas without the consent of the Trustees in writing.
- (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, standing or abandoned on the common property without the Trustees consent.
- (3) Owners / Occupiers of a section shall ensure that their vehicle and the vehicles of their visitors and guests do not drip oil, brake or any other potentially deleterious fluid on the common property or in any other way deface the common property. It is the responsibility of the owners / occupier to keep clean at all times, and to clean up any such fluid spills on the common property.
- (4) No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle, Jet Ski, boats and the like on the common property, an exclusive use area or in a section.
- (5) No vehicles other than light motor vehicles / motor bicycles may be kept in an open parking bay on the common property of the scheme without the prior written consent of the Trustees.
- (6) Owners / Occupiers may park their vehicles only in areas as specifically demarcated by the Body Corporate as parking bays and designated owner's garages.
- (7) No vehicles are to be parked within areas next to fire hydrants demarcated by yellow lines.
- (8) Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the common property.
- (9) Any vehicle with a Gross Vehicle Mass (GVM) in excess of 3 metric tonnes (3000kg) will not be allowed entrance into the Estate. (excluding emergency vehicles e.g. Fire Fighting vehicles.)
- (10) Save with the prior written consent of the Trustees,
 - a) no caravan, boat or trailer shall be permitted to park on common property or exclusive use parking bay; and
 - b) no persons shall under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the common property (including any exclusive use areas.)

PARKING AT APARTMENTS.

- (11) Provided that one vehicle is in a lock-up garage, the second vehicle is to be parked in the allocated parking bay. However if there is only one permanent vehicle this must be parked in the lock-up garage.
- (12) If these numbers are exceeded, Trustees may charge a fee per month per additional vehicle.

4. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- (1) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, alter, any part of the common property without first obtaining the written consent of the Trustees.
- (2) Notwithstanding sub-rule (1) an owner or person authorized 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; or
 - c) an enclosure of the patio or veranda according

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

5. APPEARANCE FROM OUTSIDE

- (1) The occupant of a section shall not place or do anything on any part of the common property including balconies, patios, covered terraces and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) In no way detracting from the generality of the aforesaid, the occupant shall not install any jacuzzi, splash pool or the like anywhere on the common property or exclusive use area without the prior consent of the Trustees, which written consent the Trustees may in their sole and absolute discretion grant or refuse.
- (3) No fence may be erected or removed without the prior written approval of the Trustees, which written consent the Trustees may in their sole and absolute discretion grant or refuse. The fence to conform to standards required by the Trustees.

6. SIGNS AND NOTICES

- (1) 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.
- (2) No owner of a section shall display a 'for sale' or 'sold' sign in respect of his section on the verge / pavement of the Scheme.

7. LITTERING

An owner of a section or occupier of a section shall not deposit / throw or permit or allow to be deposited or thrown, on the property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

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 item on any part of the building or the common property other than designated drying areas so as to be visible from outside the buildings or from any other section,

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- (1) An owner or occupier shall not store any substances or material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- (2) Owners are to supply a gas compliance certificate, if the owner wishes to use gas appliances. Permission must be obtained from the Trustees prior to installation.

10. LETTING OF UNITS

- (1) Should an owner wish to lease his section, such lease shall be entered into subject to a written lease agreement being signed. The Lessor shall make available to the tenant, a copy of the Management and Conduct rules.
- (2) Letting Agents/ Home Owners to provide a copy of Conduct Rules, signed by the tenant, to the Trustees prior to occupation.

11. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and 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. OCCUPIER

- (1) An owner or occupier shall not do or permit to be done in his section or on the common property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy save with prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition. The Trustees may withdraw such approval in the event of any breach of any prescribed condition.
- (2) To the greatest extent permissible in law the Body Corporate will not be responsible for any damage suffered by an owner or occupier in respect of any loss or damage caused by the Body Corporate or any servant of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner or occupier to effect his own insurance in respect of his personal effects contained in his Section or in any part of the common property.
- (3) All owners and occupiers of a section shall ensure that their respective activities in and use of the common property and of the Section or any part thereof and all service facilities and amenities on the common property shall at all times be conducted and carried out with proper and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these Conduct Rules and the provisions of the Act
- (4) An owner shall not cause or permit any disorderly conduct of whatsoever nature in the Section or upon any part of the common property nor 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 other owner or occupier of the buildings or member of the Body Corporate.
- (5) An owner or occupier shall not keep, leave, store any article or do anything on common property except with the prior written approval of the Trustees, with the Trustees being entitled at any time in their discretion on written notice to such owner or occupier to remove such article from the common property or to require the owner / occupier to refrain from continuing the previously approved activity.
- (6) An owner shall be solely and exclusively responsible for the maintenance of the interior of his section.
- (7) An owner shall, at his own expense, maintain in good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature within his section.
- (8) An owner or occupier shall not allow any linen, clothing, carpets or mats to be

hung on the outside of any section except in such places specifically designated therefore. Carpets and mats shall not be shaken or dusted or beaten over the balconies, verandas or throughwindows of the buildings. In addition, no flagpoles, flags or bunting may be erected or displayed anywhere on the common property of the scheme without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse within reason.

- (9) No exterior accessories such as glazing to windows, fences, awnings, canopies, satellite dishes or the like, may be attached to, or erected on, or about the section or the common property, including the immediate exterior of the section, may not be painted or otherwise treated except with the prior written approval of the Trustees who may prescribe any reasonable condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting such approval. Any approved accessories shall at all times be maintained and / or renovated by the owner or occupier to the satisfaction of the Trustees.
- (10) Inflammable or other dangerous Material or articles may not be brought on to the common property or into a section, save for *bona fide* domestic purposes.
- (11) The maximum number of persons that shall be entitled to occupy any section of the scheme shall be determined by multiplying the number of bedrooms in the section by two.
- (12) No slaughtering of any animals shall be allowed in any section, common property or exclusive use area.

13. GAMES

No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the section or on the common property or on the buildings, except in areas specially designated for such activities and no person shall run or make noise in any carport, or on any staircases, corridors, entrance areas, parking bays or in any part of the common property except in areas specially designated for such activities.

14. HOBBIES AND ACTIVITIES ON COMMON PROPERTY

- (1) No hobbies or other activities may be conducted in a section or on common property if it causes a nuisance to other occupiers.
- (2) Hobbies and other activities which cause undue noise are not permissible under any circumstances.

15. VISITORS

- (1) An owner or occupier of a section is liable for the conduct of visitors and or other occupants of a section, and he must ensure adherence to all rules in terms of the Act and these Conduct Rules.
- (2) Residents must supervise any children visiting them, so that no damage, interference or nuisance is caused to other owners or occupiers, to their property or to the common property.

16. ALTERATION AND RE-DECORATION

- (1) An owner may make alterations to the interior of his section, but no structural alterations nor alterations or improvements to the water, electric wiring, conduits or plumbing may be effected except with the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose. For the purposes of this clause, the installation or demolition of any dry wall shall be regarded as an alteration requiring the written consent of the Trustees.
- (2) An owner may place in his section, at the owner's expense, any improvements, additions, fixtures or fittings, covering mantles, light fittings, refrigerators, cooking range, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the conditions that the owner shall at all times only use electrical / gas appliances and all electrical and gas fittings as shall comply with the electrical wiring / gas piping of the building and shall at no stage jeopardize the safety of the building. An owner or occupier shall obtain an Electrical certificate of compliance / and a Gas compliance certificate.

17. AIR-CONDITIONING UNITS AND GEYSERS

- (1) No owner or occupier of a section shall install any air-conditioning in such section except with prior written approval of the Trustees, and when granting such approval the Trustees shall take into consideration whether such air-conditioning units are screened off or interfere with the peace and quiet of occupiers of the Scheme and whether its installation is aesthetically pleasing within the Scheme.
- (2) Any air-conditioning unit shall be kept in a good state of good repair and maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular air-conditioning unit, the owner of such unit shall have it repaired or renovated to the satisfaction of the Trustees. The repairs or renovations shall be done at the expense of the owner who shall have no claim to compensation whatsoever.

18. EMPLOYEES

- (1) For security purposes no worker or domestic help may be employed by any of the occupiers unless prior permission of the Trustees has been obtained in writing, which may be withdrawn at any time by the Trustees if due cause is shown. Employees and domestic help are obliged to wear authentic identification cards while in sections or on Common Property. In the event of an owner or occupier receiving notice of withdrawal, he shall ensure that the worker in question vacates the property or the Section within the stipulated period.
- (2) No employee or domestic help is permitted to sleep on the Common Property at any time.
- (3) The service of Body Corporate employees may not be utilized by owners / residents, either in or outside of working hours, without the prior permission of the Trustees or manager (if any is appointed).
- (4) An owner / occupier shall not interfere with the Body Corporate Contractors or their staff in the course of their duties on the common property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

19. SILENCE

- (1) Silence must be maintained between 22h00 and 06h00 every day and 2 pm to 4.30 pm. on a Sunday and an owner shall not use his section or exclusive use area, or permit it to be used in such a manner or for such purposes as shall cause a nuisance to any occupier of a section.
- (2) Motor hooters may not be used on the Common Property except in an emergency, nor may any sounding car alarm be left unattended by the owner thereof at any time.
- (3) Radios, musical instruments, record players, television receivers, etc. must be used in such a manner as not to be an annoyance to others.

20. SECURITY

- 1) The owners shall abide by the regulations and restrictions imposed by the Trustees in order to ensure the security of the Scheme and in particular, restrictions put in place in respect of ingress and egress from the common property of the Scheme.
- 2) The replacement of main gate control units is for the owners own account. .

21. BREACH OF OR FAILURE TO COMPLY WITH RULES

- (1) Should any owner or his lessee, invitee, guest, servant, employee or occupier of his section, or any other person who may come upon the Common Property of

the scheme by virtue of his right thereto, breach any of the Body Corporate Conduct or Management rules and fails to remedy such breach within such period as the notice may specify of having received written notice from the Trustees to remedy such breach, the Trustees shall be entitled to take such action as is available to them in terms of the Act and the Rules.

- (2) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or Law, the Trustees shall be entitled, in the situation referred to in paragraph 22(1) above to, inter alia:
 - a) call for an explanation or an apology
 - b) impose a fine or fines as per annexure "C".
 - c) withdraw the previously given consent applicable or institute legal action on the Body Corporate's behalf
 - d) instruct attorneys to advise the Body Corporate or
 - e) refer the matter to arbitration if appropriate (as contemplated in the Act) In the event that a person(s) fined by the Trustees wishes to dispute the appropriateness of the penalty then he or she may with 14 days of the Trustees notifying him require the matter to be referred to a panel of 3 owners other than the Trustees (such panel to be selected at random from a list of residents who have expressed a willingness to discharge such duty) whose decision by a simple majority shall, in the absence of manifest error, be binding.
- (3) The action taken by the Trustees and the penalties imposed shall be entirely at the discretion of the Trustees having due regard for the nature, circumstances and severity of the breach of the rules.
- (4) Fines imposed for the breach of or non-compliance with a rule shall be deemed to be part of the levy due by the owner.
- (5) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have from the Act in particular or Law in general.

22 DISCLAIMER OF RESPONSIBILITY

- (1) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- (2) The Body Corporate and / or its agents shall not be liable to any owner or any of

the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the scheme, regardless of the cause thereof.

- (3) Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage. .

Conduct Rules

- 1 All residents are bound by the **RULES OF CONDUCT**.
- 2 Residents are presumed to have made themselves familiar with the Conduct Rules and notices issued by the Trustees.
- 3 The provisions of the Management Rules and Conduct Rules are the duties of the owners in relation to the use and occupation of any section, and any Lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the Rules by any Lessee or Occupant, including servants, guests and any member of the family of any Owner, Lessee or Occupant.

APPROVED BY THE BODY CORPORATE AT THE GENERAL MEETING HELD ON THE

TRUSTEE

TRUSTEE

Full Names

Full Names

Signature

Signature

I, _____

ADDRESS _____

Hereby acknowledge that my ownership of a section and / or residence at PROTEA RIDGE, HOWICK, is subject to the forgoing Management and Conduct Rules by which I agree to abide.

Signed _____

Witnessed _____

Dated _____ 20____