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MARBLE ARCH BODY CORPORATE

CONDUCT RULES

(Section 31(2) of the Sectional Titles Act, 95 of 1986)

Revised October 2009

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(SECTION 31(2) OF THE SECTIONAL TITLES ACT, 95 OF 1986)

INTRODUCTION

This Owners Manual has been prepared to assist both new and established residents to appreciate and enjoy the life style that Marble Arch offers and to encourage them to respect the interests and welfare of all who live at Marble Arch.

With 68 units, and perhaps an average of two people per unit, there are well over 136 people who are permanent residents of our community.

The Sectional Titles Act, the Municipal By-Laws and the House Rules, which govern this community, have to be followed in terms of the law, and it is the Trustees responsibility to ensure that these are carried out by all in the interest of all owners and residents.

Carrying out the instructions of the Trustees are our Managing Agents.

CONDUCT RULES

The Conduct Rules are binding on all owners and all persons occupying any section who, in turn, are responsible for insuring that members of their families and their tenants, invitees and domestics comply with them.

Owners who let their units MUST incorporate the HOUSE RULES in their tenancy agreements (copies of which are available from the Managing Agent). In addition Owners are to advise the Managing Agent of the name and contact details of any tenant or renewal of tenant. Failure to do so will result in a R500.00 being added to the offending units levy account.

A happy and satisfying community living is achieved when residents use and enjoy their sections and the common property in such a manner that they show respect for the rights of other persons lawfully on the property. Compliance with these Conduct Rules and general consideration by residents for each other will greatly assist in achieving a happy community and living lifestyle for all.

In the event of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the dispute between themselves. This should be done with consideration and tolerance.

If and when problems cannot be resolved between the parties concerned through the procedure above, only then should they be brought to the notice of the Trustees in writing via our Managing Agent.

As with most communities there are always a few who do not understand the concept of a community living and it is for these few persons that certain penalties and/or fines must be administrated.

Should a visitor break or ignore any of these Rules the registered owner of the unit being visited will have the fine and or penalty charged to their levy account.

In respect of the inspiration of these conduct rules any decision by the Trustees shall be binding.

1. MOTOR VEHICLES / USE OF DRIVEWAYS AND PARKING AREAS

1.1 Number of Vehicles.

As there are limited common property exclusive use parking bays available to the residents, only two vehicles per unit will be allowed on the complex. Should an owner / resident require any additional vehicles on the complex, a request in writing needs to be made to the Trustees. Should any unauthorised vehicles be housed on the complex a fine of R100,00 per day will be charged to the offending units levy account.

1.2 Hooters

Hooters shall not be sounded within the common property or during the approach to and from the entrance of the complex, or whilst within the complex.

1.3 Parking Areas

Cars may only be parked in such areas as are specifically indicated or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access to and from carports and or parking bays is not obstructed.

Cars are not allowed to park in "NO PARKING" areas or obstruct the walkway entrances. To do so will result in a R500.00 fine being charged to the offending units levy account.

Tandem parking is strictly prohibited, to do so will result in a R500.00 fine being charged to the offending units levy account.

Parking is not permitted on lawns. This includes only partially parked on the lawns

1.4 Unsightly Vehicles

Damaged vehicles and vehicles that are dirty, not in general use, drip oil or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees and confirmed in writing. To do so will result in a fine of R500.00 being charged to the offending units levy.

1.5 Trucks, Caravans, Trailers, etc

No trucks, caravans, trailers, boats or other heavy vehicles shall be parked on the common property without the written approval from the Trustees. To do so will result in a penalty fine of R1,000.00, together with an illegal parking fine of R100.00 per day the vehicle is on site, being charged to the offending units levy account.

Under no circumstances will Commercial Vehicles be allowed to be parked on the Common Property. To do so will result in a penalty fin of R1000.00 together is a

parking / storage fee of R250.00 per day the commercial vehicle is on the property being charged to the offending units levy account.

1.6 Owners / Tenants

Owner/tenants will ensure that their visitors only park in the demarcated visitors parking bays.

1.7 Vehicle Repairs

Repairs, servicing and reconditioning of vehicles shall not be carried out on the property under any circumstances.

1.8 Carports

Unit numbers painted on carports are for the exclusive use of that unit. Only one vehicle may occupy the carport so designated.

No Tandem parking is permitted in carports under any circumstances.

1.9 Removal of Vehicles

The Trustees have the right to order the removal of vehicles parked in contravention of these Conduct Rules or to have any such vehicle / s removed at the cost and risk of the occupant or owner concerned.

2. LAUNDRY

2.1 Visibility

Washing may not be hung out to dry in any part of a section where it is visible to the general public or other residents.

Washing is not permitted to be hung over balconies, patio walls, fencing or fence poles at any time. To do so will result in a fine of R500.00 being charged to the offending units levy account.

The use of a Clothes Horse is permitted during the hours of 09H00 to 16H00.

2.2 Wash lines in exclusive courtyards shall not be visible above the wall.

3. SANITARY SERVICE

3.1 Rubbish Disposal (by the Body Corporate) – Rubbish shall be disposed of in such a manner as may be determined by the Trustees from time to time.

3.2 Handling – Rubbish may not be handled in contravention of municipal regulations, e.g. broken glass must be wrapped in a double layer of newspaper.

3.3 No rubbish or refuse may be left on any portion of the common property or elsewhere, where it will be visible from the common property whether in a container or not, except for collection on collection days. It may not be left out overnight. Owners / residents are requested to utilise their Pick-it-Up bins in the bin area of the complex.

- 3.4 Rubbish disposal (by owner / residents) – Should owners / residents or their domestic staff take refuse directly to the refuse removal area, such refuse must be deposited in a sealed bag in the Pik-it-up container provided and not abandoned for other persons to place in the Pik-it-up container.
- 3.5 Refuse will be collected Mondays and Fridays, before eight o'clock from each unit only if it is sealed in a standard refuse bag and left at the front door or entrance to your carport.
- 3.6 No garden refuse will be collected. It should be taken to the local municipal dumping ground. Should it be necessary to dispose of any owners / residents' garden refuse, the cost thereof will be for the offending unit.

4. NOISE

- 4.1 **Hooters**
Vehicles hooters may not be used on the common property, or when approaching the entrance and exit of the complex.
- 4.2 **Radios, etc**
Radios, music systems, record players, television sets, musical instruments, etc shall not be played in such a manner as to cause a nuisance to residents in the adjoining sections or anywhere else on the property. This should include loud singing.
- 4.3 **Visitors**
Residents shall ensure that when they see their visitors off they do so quietly.
- 4.4 It is important to consider your co-owners and residents regarding noise or disturbance.
- 4.5 Large functions are only encouraged in the Club House and should end at a reasonable hour. An administration deposit of R500.00 is levied for the use of the Club House and Braai area. Once either one of the Trustees or the Managing Agent has inspected the area to find it clean R200.00 will be refunded.
- 4.6 The use of the Club House is restricted to the hours of 09h00 to 23h00.

5. GARDENING – COMMON PROPERTY

- 5.1 **Garden Services**
Residents shall maintain their gardens in a neat and tidy condition but will be assisted by the staff and or garden service who shall periodically trim the edges of lawns provided that access is allowed. The extent of the frequency of this service, or whether it should be provided at all, shall be at sole discretion of the Trustees.
- 5.2 **Garden Improvements**
Residents may improve the common property if they so desire only if they obtain the prior specific consent of the Trustees.

5.3 Pot Plants.

All Pot Plants housed on patios and balconies are to include drip trays. Any cost to repair damp caused as a result of not having drip trays for pot plants will be for the cost of the offending unit.

5.4 Garden Tools

Private use of implements and tools owned by the Body Corporate is not permitted.

Gardeners Service / Complex Employees

Only persons approved in writing by the Board of Trustees may issue instructions to the gardeners and or Complex Employees.

6. SECURITY

Any rules relating to the security system in operation at the time must be obeyed without question.

No member / resident may abuse the guards on duty under any circumstances.

7. PETS

7.1 Keeping of Pets

The keeping of pets is discouraged. However and owner / resident may not keep more than one pet and they must obtain prior written permission from the Trustees.

All pet owners are obliged to sign a Pet Registration Form which is available from the Managing Agent.

7.2 Noise, etc

Noise, aggressiveness, the fouling of the common property, pets swimming in the pool and pets wondering around the complex is not permitted.

7.3 Control

Dogs shall be leashed and properly controlled when on the common property and are not allowed in the swimming pool area.

7.4 Removal of Pets

Any pet found unaccompanied on the common property or otherwise in contravention of any applicable rule or by-law may be removed by the Trustees. Costs incurred as a result of such a removal, e.g. capture and pound fees, shall be borne by the owner of the section where the pet was accommodated or the owner/s of the pet so removed. The Body Corporate and the Trustees shall not be liable for any injury to the pet thus removed or for any loss to any person.

7.5 Fouling of Property

Should a pet be foul on the common property or any exclusive use area, the owner concerned is required to move the feties and dispose of it in a hygienic manner.

7.6 Bitches in heat

Bitches in heat are not allowed anywhere on the premises at any time.

7.7 Identification

Animals are required to wear collars bearing tags showing the owners, unit number and telephone numbers.

7.8 Spaying of pets

Pets that have not been spayed or neutered may not be kept on the property.

7.9 Vicious Animals

Vicious animals of any nature may not be kept on the premises.

7.10 Aviaries

Aviaries are not permitted.

7.11 Kennels

No kennel or other like accommodation for pets may be sited at any place where they may be in view of any portion of common property or the adjoining units.

7.12 Containment

It is the duty of every pet owner to install regulation fencing (at their cost) to contain such pets within the unit owned and exclusive use garden area. (see clause 11.6)

7.13 No large dogs will be allowed, only lap and small dogs will be encouraged, if at all.

8. CHILDREN

8.1 Supervision

Residents shall supervise their children and those of visitors to ensure that they do not cause damage to the common property or the property of others and they do not create unreasonable noise.

8.2 Interference

Plants, decorations, name plates, exterior lights and door bells and knockers shall not be interfered with by children.

8.3 Ball Games

Ball games are permissible only in areas, if any, specifically designed by the Trustees for this purpose.

8.4 Safety

Children are not to play in the driveways or behind parked cars.

8.5 Bicycles

Bicycles, tricycles, roller skates, skateboards, etc may not be left on any portion of the common property or in a section where they are visible to any resident. Roller skating, soap box carts and skate boarding is not permitted on the common

property. Bicycles ridden on the common property or pathways must not in any way endanger pedestrians.

9. DOMESTIC STAFF

9.1 Conduct

Residents are responsible for the activities and conduct of their domestic staff and shall ensure that their domestic staff understand and do not breach any rules, regulations, national legislation or local authority by-law.

9.2 Loitering

Residents shall ensure that their domestic staff do not loiter on the common property.

9.3 Noise

Residents shall ensure that their domestic staff do not cause undue noise within their sections or on the common property or elsewhere.

9.4 Accommodation

Only bona fide domestic staff or garden helpers who are legally employed by the Body Corporate are permitted to live on the property and may only be accommodated in the domestic quarters. Domestic staff and / or their employers shall be liable for any fine or other penalty imposed by any authority should any domestic or other person be illegally accommodated. The Body Corporate shall not be liable.

9.5 Removal of Domestic Staff

Any owner or resident whose domestic staff fails to abide by the Conduct Rules will be required to remove such domestic staff from the property if so instructed by the Trustees or the Managing Agents acting on behalf of the Trustees.

10. ARCHITECTURAL CONTROL / EXTERIOR OF BUILDING

10.1 Alterations, etc

Alterations, additions or decorations to the exterior of the sections or to exclusive use areas or to any other portion of the common property may not be made without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent.

10.2 Air-Conditioning Units

Air-conditioning units may not be installed where they are visible on the outside of the building without the consent of the Trustees. The noise from such installations shall not be a nuisance to owners of nearby sections.

10.3 Painting

No exterior painting may be done without the prior consent of the Trustees.

10.4 Consent

Requests for consent shall be made in writing to the Trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, additional; or decoration.

10.5 Maintenance

An owner shall be obliged to maintain all alterations, additions, and / or decorations in a state of good order and repair. In addition an owner shall take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.

10.6 Failure to Comply

If an owner fails to comply with the aforementioned Conduct Rule and such failure persists for a period of one month after written notice to repair, maintain or remove given by the Trustees or the Managing Agents, the Body Corporate shall be entitled to remedy the owner's failure in such manner as it deems fit and to recover the cost of so doing from such owner.

10.7 Official Permits and Approval

Notwithstanding any approval granted by the Trustees, no alteration, addition or decoration may be executed until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owners concerned to obtain the necessary permits and approvals.

10.8 Obstruction

Should any alteration, addition or decoration obstruct any employees or contractors of the Body Corporate in performing their work on the common property or common services the owner concerned shall be liable for any additional costs incurred, e.g. in removing an awning or the cost to hire the use of scaffolding.

10.9 Aerials

Other than the Communal Aerial no additional visible aerials (TV or of any other nature) may be erected. The Complex has a communal DSTV Satellite Ariel facility and any owner / resident requiring to install a DSTV facility in their unit shall only do so by utilising the services of the DSTV installation and maintenance contractor utilised by the Body Corporate. Please contact the Managing Agent and they will supply the contact details of the TV contractor. Owners who do not comply with the above will be asked to remove any illegally installed Ariel or Dish and any repair to external damage will be for the offending units cost.

10.10 Awning

No awnings or other exterior coverings or improvements may be erected unless written approval has been obtained from the Trustees.

10.11 Security Gates

Any installation of external security gates must be green and must conform to the existing pattern.

Security bars should be fitted only on the inside of the unit. Internal type bars are permitted (design must be horizontal, vertical or ordinary). Colour bronze / brown / white.

10.12 Security Gates for sliding Doors

Expandable gates or such other as may be approved by the Trustees, colour to be brown.

10.13 Garden Walls

Should the owner wish to enclose the garden, he/she must first obtain written permission from the Trustees. Should such permission be granted the wall must be 1.7m high. The plaster and paint finish must match the complex design.

10.14 Garden Gates

All garden gates must be metal and diagonal in design, square tubing and painted Green similar to front door security gates.

11. GARDENS - PRIVATE

11.1 Implements and Tools

Garden tools and other equipment must not be kept in any place where they will be in view from other units or portion of the common property.

11.2 Plants and Creepers

Wall plants and creepers must not be allowed to encroach on adjoining properties or cause damage to gutters, fascia boards, roof tiles, etc. Any damage caused will be repaired by the Body Corporate but for the account of the owner concerned.

11.3 Trees

Any tree or shrub whose growth or growth potential may encroach on the view or block out a portion of sunlight of an adjoining unit is not permitted. Removal will be at the Trustees' discretion and will be for the account of the owner concerned.

11.4 Maintenance

All exclusive use gardens must be maintained and kept tidy.

11.5 Fences and Gates

Notwithstanding approved fences and gates granted by the trustees, no fences or similar structures may be built or erected at any stage without prior consent of the Trustees.

11.6 The ONLY acceptable fence extensions/additions are: Green plastic coated diamond mesh.

12. ACTIVITIES ON COMMON PROPERTY

No hobbies or other activities causing undue noise or nuisance to other occupiers may be conducted on the common property.

13. VISITORS AND TENANTS

The owner of a section is liable for the conduct of his visitors and tenants and he/she must ensure that all rules, whether in terms of the Act or these rules, are properly adhered to.

14. BUSINESS ACTIVITIES

Without the prior written consent of the Trustees:

- 14.1 No business, profession or trade may be conducted on the common property or in a section, except those which are specifically allowed by the Local Authority to be conducted in a Sectional Titles scheme.
- 14.2 No auction or jumble sales may be held on the common property or in a section. Written permission may be granted by the Trustee in exceptional circumstances.
- 14.3 No advertisements or publicity materials may be exhibited or distributed.

15. SUNDRY PROVISIONS

- 15.1 No fire hose may be used for personal use, i.e. watering gardens, cleaning vehicles, washing windows, etc.
- 15.2 Rubbish, including cigarette ends, shall not be dropped or left on the common property or brushed or poured down the storm water drains.
- 15.3 Inflammable or other dangerous materials may not be brought into the sections or the common property.
- 15.4 No sporting item, garden implements or other items are allowed to be stored if such item is visible to common property or adjoining units.
- 15.5 No item, whatever the nature thereof, that is the property of an owner or tenant may be stored in the area of the common property referred to as the service area.
- 15.6 No advertisements or publicity material may be displayed on the common property or in the sections where it is visible from the common property or any road without the prior permission of the Trustees.
- 15.7 The Staff employed by the Body Corporate may not be employed during their normal working hours to do any private work for residents other than as allocated or authorised by the Trustees.
- 15.8 No firearms or pellet guns may be discharged on the common property.
- 15.9 No stones or other solid objects may be thrown or propelled on the property.

16. GENERAL

- 16.1 An owner shall not:
- 16.1.1 Use his section or permit his section to be used for any other purpose which is injurious to the reputation of the complex.
 - 16.1.2 Do not permit to be done in his section or on the common property anything which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 16.2 When 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, the owner shall not use or permit his section to be used for any other purpose.
- 16.3 In case of changes of ownership or tenancy, a duty is placed on the seller/owner to advise any prospective purchaser/new tenant having recourse to yourself for loss or hardship caused through being unaware of such rules.
- 16.4 Any request and/or complaints by owners of sections pertaining to common property, violations of these Rules, or any other cause for concern must be referred in the first instance in writing to the Trustees or, alternatively, mailed to the Managing Agents who will forward to the Trustees.
- 16.5 The Body Corporate shall not be responsible for any fines incurred by the owner or tenant or occupier of a unit in contravention of any local authority by-laws.
- 16.6 In the event of the Trustees instructing an Attorney to collect any amounts owing by the individual holder or to take legal proceedings for the recovery of any amounts owing to the Body Corporate, the individual holder in question shall pay collection commission and any other legal costs incurred in respect thereof, including the Body Corporate's attorney and client cost.
- 16.7 Neither of the Body Corporate nor its employees nor the board of Trustees or its employees shall be responsible for any loss which may be sustained by an owner or user of a motor vehicle or any other vehicle parked or left on the premises or in the vicinity thereof, nor for any personal injury suffered by any owner/tenant, servants or friends, whether or not such loss or injury occurs on common property or in any unit and is caused by fire, theft, burglary, negligence, accident, or by any other cause whatsoever.
- 16.8 Should any damage of whatsoever nature be caused on the common property or in the carports by an owner, members of his family, visitors to his section, guests in his section, domestic staff employed by him/her or his/her tenant or pets kept in his/her section or exclusive use area, the owner shall be liable to reimburse the Body Corporate for the cost of repairing or making good such damage.
- 16.9 The Body Corporate shall not be responsible for any interruption in the electricity supply nor for any loss or inconvenience any person may suffer in consequence thereof.

- 16.10 All contributing levies or fees payable by an owner shall be paid promptly on the due date thereon in the manner, and at the place fixed from time to time by the Trustees. Any failure by an owner to make such payments as aforesaid shall be forthwith notified in writing by the Trustees or the Managing Agents and additionally notification of outstanding amounts may also be made to all the other owners and tenants.
- 16.11 An owner shall not allow his/her section to be occupied by more than one family unit (maximum of 4 people).
- 16.12 The Trustees operating on behalf of the Body Corporate reserve the right to cut off and lock out the electricity supply or perform any other action deemed necessary to any owner or tenant where the owner, family of the owner, tenants, friends or domestic staff continue to disregard these Rules.
- 16.13 Eradication of pests: An owner shall keep his / her section free of cockroaches, white ants, borer and other wood boring insects and to this end shall permit the Trustees and or Managing Agent and their duly appointed agent or employees to enter upon the 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 pest. The cost of the inspection and eradication so such pest/s as may be found within the section, 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.
- 16.14 Communal areas will be controlled by the Body Corporate.
- 16.15 Patio paving – Existing patio paving may be replaced with either bricks or tiles provided that written permission is first secured from the Trustees.

17. INTERPRETATION

In the interpretation of these rules the decision of the Trustees shall be final and binding on any owners and all owners.

18. RECEIPT OF REFERENCE DOCUMENT

It is an express requirement that any owner of a unit in Marble Arch lodge an "Acknowledgement of Receipt" form of the CONDUCT RULES with the Managing Agent. Additional copies of these conduct rules can be obtained from the Managing Agent for a cost of R75.00.

GENERAL INFORMATION

1. ACCOUNTS QUERIES : Contact the Managing Agents.
Remember to quote you unit number and or account numbers as a reference with payments made.
2. CHANGE OF ADDRESS : Advise the Managing Agents.
3. BLOCKED DRAINS : Inside Unit: Cost for own account and action.
On common property: advise Trustees or Managing Agent.
4. BURST PIPES : On common property advise Managing Agent.
5. STORM DAMAGE : Could be an insurance claim, advise Managing Agents.
6. INSURANCE CLAIMS : Must be reported as soon as possible and claim lodged within 30 days.

If security of dwelling is at risk i.e. broken window or door, have it repaired as soon as possible and send invoice with claim form.

If damage to dwelling is not a security risk obtain two quotes to attach to the claim form.
7. REPAIRS TO INSIDE OF UNIT : For owners account and action.
8. GEYSER REPAIRS : For owners account and action.
9. WOODEN WINDOWS AND DOORS : For owners account and action.
10. ELECTRICAL REPAIRS : For owners account and action.
11. FINES AND PENALTIES : All fines and penalties as stipulated in the Conduct Rules shall escalate by the cost of Living index from 1st October 2009.

PAYMENT OF LEVIES

The purpose of a levy is to pay for electricity, water, maintenance, employees' salaries security and gardens. Failure to pay these accounts by the Body Corporate simply result in suspension of a service for which all suffer.

Levies and all other monies due to the Body Corporate are due and payable in advance on the first day of each month. Failure to pay monies promptly when due, or within such "days of grace" as maybe allowed from time to time by the Trustees, will result in the debiting of interest calculated at 2% (percent) per month or part thereof to the account concerned and may also cause legal action to be taken against the defaulters with legal and or admin costs for the debtors account. Additionally, notifications of defaulters may be made public to all other owners.

CONCLUSION

Please understand that all these conditions are necessary to maintain Marble Arch as one of Sandton's better "addresses". Our purpose is to ensure that you remain proud of living here. We would sincerely appreciate your co-operation and welcome you as a fellow "citizen" of Marble Arch. We know that, working together, we can all enjoy our stay at Marble Arch.

Working towards a better living lifestyle for all.

The Trustees

MARBLE ARCH BODY CORPOATE