

BODY CORPORATE:
MARBLE ARCH
(CSOS/REG/16/GP/000800)

CONDUCT RULES

Amended as of 2 July 2024

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1. INTRODUCTION

Marble Arch aims to allow residents a safe and enjoyable lifestyle in the busy suburb of Morningside, Sandton. The Body Corporate require standards to be maintained both for the enjoyment and well-being of residents as well as to protect the owners assets. Community living requires a strong respect for others and the conduct rules assist in maintaining this.

To this end, the Body Corporate has appointed Trustees to manage the day-to-day running of Marble Arch and to promote good community conduct. In turn, the Trustees have appointed a Managing Agent to assist with these duties.

- a. **ALL persons** entering Marble Arch (owners, occupants, visitors, staff etc) are bound by the Conduct Rules.
- b. **The interpretation** of these conduct rules, will be that of the Trustees.
- c. **Owners** of units are responsible for the safety and conduct of ALL persons that enter Marble Arch in relation to their unit (including Tenants, family, visitors, delivery persons and Contractors) and must ensure that all rules, whether in terms of the Act or these rules, are properly adhered to at all times.
- d. **Unit Lease/Tenancy/Sales/Purchase Agreements** must incorporate the conduct rules.
- e. **Occupancy** of a unit is limited to one family unit (*maximum of 4 people*). *
- f. **Details of all occupants** of a unit **MUST** be provided by the unit owner to The Trustees on the form in Appendix 1 prior to the persons taking occupation. Failure to do so may result in access to Marble Arch being refused. *
- g. **Annoyance or disagreement** between owners or occupants, should be attempted to be resolved by the parties directly concerned. Where problems cannot be resolved between the parties themselves, only then should they be brought to the attention of the Trustees in writing by the unit owner.
- h. **Fines and/or penalties** may be imposed as per the Sectional Titles Schemes Management Act and charged to the unit owners levy account. See Appendix 2.
- i. **Legal action** may be taken for the breach of the Conduct Rules.
- j. **Legal costs** , collection costs and commissions incurred by the Body Corporate will be charged to the owner of the defaulting unit.
- k. **Failure to Comply** - If an owner fails to comply with the rules of Marble Arch, and such failure persists for a period of one month after written notice to repair, maintain or remove is 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 by adding the amount to the levy account. A letter to comply with the rules will be sent to the unit owner not adhering to the rules and a 7 (seven) day period will be afforded to the unit owner to remedy, repair, maintain or remove accordingly. After this 7-day period and nothing was done by the unit owner, the trustees will remedy as they deem fit. In the event that the unit holder does not agree with this, an application will be launched out of an appropriate court, the costs to be borne by the unit holder not adhering to the rules.

2. **EXCLUSIVE USE AREAs (hereafter referred to as EUAs)**

In accordance with Section 10(7) of the Sectional Title Schemes Management Act, No. 8 of 2011, rights of exclusive use and enjoyment of parts of the common property by members of the body corporate, as set out in Appendix 3 hereto, are hereby conferred. An owner shall be liable for any and all costs associated with the maintenance of his/her exclusive use area.

3. **BUILDINGS** - AESTHETICS, MAINTENANCE, REPAIR AND ALTERATIONS see Appendix 4
 - a. **Alterations, additions and decorations** - to the common property or exterior of a unit (e.g. Enclosing a patio) may not be made without the written permission of the Trustees and then only upon the terms and conditions contained in such permission. Any request has to include a structural plan and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration. Any damages caused to the common property as a result of the alterations will be repaired at the cost of the unit owner. To ensure uniformity of the assets, the Trustees have the right to restore any alterations that do not have permission to the natural state of the Marble Arch complex at the unit owners cost. *
 - b. **Official Permits and Permission** - Notwithstanding any permission 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 the owner concerned to obtain the necessary permits and approvals.
 - c. **Suppliers and Contractors** - The unit Owners are responsible for their suppliers and contractors who must be made aware of relevant Conduct Rules and Trustee instructions, particularly with regard to Marble Arch specifications, disturbances, safety and security.
 - d. **Maintenance of Alterations** are the responsibility of the unit owner. - An owner is obliged to maintain all individual unit alterations, additions and / or decorations in a state of good order and repair as per the Marble Arch standards. In addition, an owner shall take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition. *
 - e. **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.
 - f. **Balconies and covered patios** form part of the unit PQ and are the responsibility of the owner to maintain at own cost. This includes preventing leakage to a unit below. *
 - g. **Awnings, canopies or sun shelters** - Written permission from the Trustees is required prior to installation. *

4. **SECURITY**

- a. The Trustees manage Security staff, services and equipment, some of which is outsourced to third parties.
- b. **Rules** relating to security must be adhered to at all times without delay.
- c. **Access** to and egress from Marble Arch is at the discretion of the security staff.
- d. **Abuse** of security staff, failure to follow their instructions, requests for special favours are all serious offences.
- e. **Visitor** information requested by security guards may be recorded.
- f. **Tenant information** (See Appendix 1) must be confirmed by the Trustees prior to arrival. *
- g. **Access** tags must be purchased by owners from the Managing Agent for each occupant of their unit over the age of 15. Owners are to return security tags when moving from the complex and will be refunded the purchase price of the token.
- h. **Occupants** are to be connected to the Marble Arch intercom system in order for security to call them to open for visitors. In the event the occupants are not connected to the intercom system, it is the duty of the resident to collect their visitors from the entrance gate.

5. **VEHICLES / USE OF DRIVEWAYS AND PARKING AREAS**

- a. **Number of Vehicles** – excluding visitors, the number of residents vehicles allowed per unit is as per the carport allocation. *
- b. **Carports** are provided for the exclusive use of occupants as per the allocation plan in Appendix 5, with only one vehicle allowed per bay (or 2 cycles).
- c. **Visitor Parking** – Owners and occupants will ensure that their visitors only park in areas specifically indicated as parking zones (See Appendix 6) Any vehicle parked in a visitor parking on more than 4 consecutive days MUST have the written permission of the Trustees to confirm it is not an occupants vehicle.
- d. **Undesireable Vehicles** – Vehicles that are adjudged by the Trustees to be undesirable (i.e. damaging to the values of Marble Arch) may not be parked on the common property except with the written permission of the Trustees. *
- e. **Prohibited Vehicles** - Trucks, Caravans, Trailers, commercial vehicles are not allowed to park on the common property except with the written permission of the Trustees. *
- f. **Delivery and removal vehicles** – must park in such a way that the flow of traffic and access to and from carports, parking bays, entrance and exit gates are not obstructed.
- g. **Maximum vehicle size** - vehicles above 4 Tons GVM are not allowed to enter Marble Arch.
- h. **Vehicle Repairs** - Repairs, servicing and reconditioning of vehicles that may result in a residue may not be carried out on the property under any circumstances. Minor services that include for example onsite window repairs, vehicle paint protection and tracker system installations may be conducted on the premises, providing that it leaves no residue on the common property area. *
- i. **Removal of Vehicles** - The Trustees have the right to order the removal of any vehicle that is in contravention of these Conduct Rules. Any penalties or costs will be charged to the unit owners levy account.

6. **WASTE DISPOSAL**

- a. **Household refuse** will be collected from units on Mondays and Fridays, excluding Public holidays, or on such days as notified by the Trustees.
- b. **Refuse must be sealed** inside a refuse bag and placed neatly at the unit's carport between 5am and 8am on collection days. It may not be left out overnight.
- c. **Disposal of refuse in person** may be done at the approved disposal area in a sealed bag and where possible placed neatly in the designated refuse bins.
- d. **Municipal regulations** must be adhered to. Broken glass must be wrapped in a double layer of newspaper, no garden refuse or building rubble are to be disposed in the general rubbish disposal.
- e. **Litter** or other waste must not be left on any portion of the common property or elsewhere, where it is visible from the common property whether in a container or not, except for the general household refuse collection on the specified collection days and times.
- f. **Garden refuse or building rubble** must NOT be disposed of at Marble Arch. Owners and occupants must dispose of it at their own expense.

7. **NUISANCES AND DISTURBANCES (e.g. Noise)**

- a. **Noise** from whatever source (e.g. voices, singing, screaming, pets, music systems, televisions, musical instruments, vehicles, tools, generators) shall not cause a nuisance or disturbance to other occupants. Typically this is below 60dB(A), though between the hours of 10pm and 7am the noise level should not exceed 40dB(A). See Appendix 8 for more information about Generators.
- b. **Vehicles** hooters may not be sounded on the common property, or when approaching the entrance and exit of the Marble Arch premises except in emergencies. Alarms must not sound except during an illegal act. Noisy (e.g. Non-standard) exhaust noise is not permitted. No other unnecessary noise (e.g. revving of engine, car sound system) is permitted.
- c. **Building construction and alterations** to individual units that may cause a noise or any other disturbance to fellow occupants may only take place on weekdays 08:00 till 16:00 and on Saturdays 09:00 till 13:00, and only with prior written permission of the Trustees.
- d. **Airborne contaminants** (e.g. Dust, smoke, exhaust fumes) must be controlled so as not to affect other occupants.
- e. **Visitors** - Occupants shall ensure that when their visitors arrive and depart, they do so quietly and must not be a nuisance to other occupants.

Time of day, duration and degree are all factors in determining what constitutes a nuisance or disturbance, however :

The Trustees may at their discretion require ANY nuisance or disturbance to be reduced or ceased immediately.

For more information on this topic please refer to The Sectional Titles Act and Joburg.org

8. **CLUB HOUSE**

- a. The club house with its adjacent patio area may be used for large gatherings with the written permission of the Trustees. For bookings and charges please contact the Managing Agent (at the time of writing, January 2024, R500 deposit of which R200 refunded if left clean and tidy e.g No cigarette butts, balloons, trimmings, bottle tops or left over food are permitted to be left behind).
- b. Noise levels must drop dramatically by 9pm and gatherings must end by 10pm. Other users of the pool area must respect the gathering and all rules covering nuisances and disturbances apply.
- c. The owner of the unit booking the gathering is responsible for any damages and for cleaning the area after the gathering.

9. **GARDENS**

- a. **Maintenance** - Owners must maintain their unit gardens, including hedges, in a neat and tidy condition. A basic gardening service is provided for the upkeep of the common areas including **Exclusive Use Area** gardens. The Scope and frequency of this service is at the discretion of The Trustees. *
- b. **Access** to all gardens must be freely available at all times (no locked gates). This is also for Security and Fire fighting purposes. *
- c. **Improvements** - Residents may improve their EUA property gardens with the written permission of the Trustees. Requests must show the type of plant and location.
- d. **Trees** are not permitted to be planted within one meter of walls & pipes. Written permission from the Trustees is required prior to planting. Any tree or shrub whose growth or growth potential may potentially cause damage to the common property, or may **encroach on the view or block out a portion of sunlight** to an adjoining unit, is not permitted. Removal will be at the Trustees' discretion and the costs of such removal shall be borne by the unit holder. *
- e. **Cutting or removing** of trees or plants from the common property must not be done without the written permission of the Trustees.
- f. **Any danger or nuisance** by any tree or gardening object must be put to the Trustees in writing via the Managing Agent.
- g. **Pot Plants** - All pot plants housed on patios and balconies are to have drip trays.
- h. **Plants and Creepers** must not be allowed to encroach on adjoining properties. *
- i. **Tools, toys, sporting items etc** must not be kept in any place where they are visible from the common property or adjoining units.
- j. **Garden Tools** - Private use of implements and tools owned by the Body Corporate is not permitted without written permission of the Trustees.
- k. **Garden staff and contractors** - Only persons approved in writing by the Trustees may issue instructions to complex staff and contractors. The staff employed by the Body Corporate may not be employed during their normal working hours to do any private work for occupants.

10. **PETS**

- a. No pets are allowed into Marble Arch except with the written permission of the Trustees (see Appendix 7). It must be noted that from time to time it may be necessary to limit the number of pets in the complex and granting of permission is not a formality. Owners and their agents should bear this in mind when advertising a unit. *
- b. **Only 1 pet** is allowed per unit. *
- c. **Size** when fully grown and standing must be less than: Height 400mm Weight 13kg. *
- d. **Dangerous** animals are not allowed (e.g. animals that are aggressive or venomous)
- e. **Immunisations** relevant to that type of animal must be up to date. *
- f. **Animal housings** (e.g. Aviary) are not allowed on or to be visible from the common property. *
- g. **Fouling** in the common area must be cleaned up immediately and disposed of in a hygienic manner.
- h. **Identification** is recommended at all times in case of escape or emergency.
- i. **Noise** – see chapter “Nuisances and disturbances”
- j. **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 is resident. The Body Corporate and the Trustees shall not be liable for any injury or loss of a pet in the event of it being removed.

DOGS (in addition to the general **PETS** rules above)

- k. Visitors may not have a dog at Marble Arch.
- l. Dogs are NOT permitted in the pool area.
- m. Dogs must be kept on a leash when not confined to their unit.
- n. Spayed or neutered dogs only are allowed at Marble Arch. Written proof from a qualified vet must be provided with the pet permission request form. *

11. **CHILDREN**

- a. **Unit Owners** are responsible for any persons resident in or visiting their unit – this includes children.
- b. **Supervision** must be provided at all times, especially when in the car park and pool area to:
 - 1. keep the children safe.
 - 2. control noise.
 - 3. keep the common area clean and tidy.
 - 4. ensure children do not interfere with or damage common property or the property of others (e.g. Plants).
 - 5. prevent harm to others including pets.
- c. **No recreational activities** are allowed in the car park or driveway areas.

12. DOMESTIC STAFF

- a. **Conduct** - Occupants 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.
- b. **Noise** - Occupants shall ensure that their domestic staff does not cause undue noise within their sections or on the common property or elsewhere.

13. LEVIES

- a. A monthly invoice is issued to each unit's owner for services, section levy and any other charges which may be relevant. Full payment is due on the first day of the month, in advance. The non-receipt of a levy statement does not excuse payment of a levy account and other amounts which are due. It is the unit owner's responsibility to contact the managing agent in the event of non-receipt of a levy statement each and every month. *
- b. All contributing levies or fees payable by an owner shall be paid promptly on the due date as stipulated above. If payment is received after the 7th of the month, collection of such outstanding levies is mandated to the managing agent. Any legal costs incurred in collection of any arrears amounts will be for the owners account and will be duly charged on the unit owner's levy account as "legal fees".
- c. 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 may be allowed from time to time by the Trustees by prior arrangement, will result in the debiting of interest, calculated at 21% per annum, compounded monthly, or can be calculated and charged at the legally prescribed rate of interest.
- d. In the event that the managing agent has to recover arrear levies by way of instituting legal action against the unit not paying its levies in full or not at all, the legal fees incurred to recover arrear levies are payable by the owner of the unit who fails to pay its levy account when it becomes due and payable. Legal fees charges shall be charged at the scale of attorney-and-client scale. Any and all legal and/or administration costs are for the debtor's account (unit owner's account) as well.

14. SUNDRY

- a. **Laundry and cleaning** equipment (e.g. clothes, mops, buckets, brooms, cleaning cloths) may not be hung out in any part of a section where it is visible to the general public or other occupants. A **Clothes horse** (max' height 1.2m) is permitted on a balcony or patio during the hours of 09h00 to 16h00.
- b. **Communal drying area** is available adjacent to the staff quarters.
- c. **Business activities** , professions or trades **MUST NOT** be conducted on the common property or in a section, except for those which are specifically allowed by the Local Authority to be conducted in a Sectional Titles scheme. *
- d. **Auction or jumble sales** are not permitted.
- e. **Advertisements or publicity materials** may not be displayed or distributed.
- f. **Fire hoses** may NOT be used for personal use e.g. watering gardens, cleaning vehicles, washing windows.
- g. The **reputation** of the complex is very important and use of the complex for any purpose that may cause damage to this are not permitted.
- h. **Pre-Paid Electricity and Water** meters are permitted.
- i. **Firearms**, fireworks, crackers, or pellet guns may NOT be discharged on the common property. No stones or other solid objects may be thrown or propelled on the property.
- j. **CCTV** may be installed by an owner for safety and security reasons with the written permission of the Trustees. No camera is permitted to infringe on the reasonable expectation of privacy of other occupants. *
- k. **Aerials and Satellite Dishes** – May only be installed with the written permission of the Trustees and are not to be visible from the common property. *
- l. **Air-Conditioning Units** – May only be installed with the written permission of the Trustees and are not to be visible from the common property or as per the discretion of the Trustees. The noise from air conditioning shall not be a nuisance to owners of nearby sections. *
- m. **Solar Power, Inverters and Generators** may be installed and operated subject to written permission of the Trustees– see Appendix 8 and Appendix 4. *
- n. The noise from generators must not be a nuisance to occupants of other sections.
- o. **Wendy houses or similar outbuildings** are not permitted for accommodating additional occupants or staff. *
- p. **Pests** - An owner shall keep his/her section free of any pests 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. *
- q. **Insurance** - An owner shall not permit to be done in their 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. *
- r. When the **purpose** for which a section is intended to be used is shown expressly, or by necessary implicated on or by the registered sectional plan, the owner shall not use or permit his section to be used for any other purpose. *
- s. **Changes of ownership or tenancy** must be communicated to the Trustees via the Managing Agent by the seller / owner to advise Trustees any prospective

purchaser / new tenant having recourse to yourself for loss or hardship caused through being unaware of such rules. *

- t. **Requests and/or complaints** 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 via the managing agents.
- u. **Contravention of any local authority by-laws OR Sectional Titles regulations** by an owner or tenant or occupier of a unit are not the responsibility of The Body Corporate nor its trustees nor its managing agents. Owners shall be responsible for any fines they incur.
- v. Neither the Body Corporate nor its employees, nor Trustees 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 hereof, 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.
- w. **Any damage** of whatsoever nature caused on the common property or in the carports by an owner, members of his/her family, visitors to his/her section, guests in his/her section, domestic staff or contractor employed by him/her or his/her tenant or pets kept in his/her section or exclusive use area, are the responsibility of the owner. The owner shall be liable to reimburse the Body Corporate for the cost of repairing or making good such damages.
- x. The Body Corporate shall not be held responsible for any **interruption in the electricity or water supply** nor for any loss or inconvenience any person may suffer in consequence thereof.
- y. Every owner or resident shall grant the Trustees or their duly appointed agent **access into that owner's / resident's section** insofar as same is necessary to enable the Trustees to comply with their obligations in terms of the Sectional Title Laws of the Republic of South Africa. An owner must be given at least 24 (twenty-four) hours of the Trustees' intention to access the section, unless the giving of notice is not reasonably possible in the circumstances.
- z. **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 at a cost to be calculated by the Trustees and be billed to the unit holder. *

15. **QUICK REFERENCE**

- CHANGE OF OWNER OR OWNERS ADDRESS: Owner to inform the Managing Agents.
- CHANGE OF OCCUPANTS: Owner to inform the Managing Agents.
- BURST PIPES & BLOCKED DRAINS: Inside unit: Cost for owners account and action.
- BURST PIPES & BLOCKED DRAINS: Outside unit: Owner to contact the Managing Agent. N.B. Owners are responsible if they cause a blockage outside of their units e.g. By flushing wet wipes down the toilet.
- GEYSER REPAIRS: For owners account. Owner to contact Managing agent for insurance cover details
- ELECTRICAL REPAIRS: Inside unit: Cost for owners account and action.
- ELECTRICAL REPAIRS: Outside unit: Owner to contact the Managing Agents.
- STORM DAMAGE: Inform the Managing Agents (Could be an insurance claim).
- INSURANCE CLAIMS: Must be reported as soon as possible, no later than 7 days.
- If the security of a dwelling is at risk i.e. broken window or door, have it repaired as soon as possible and send invoice with claim form.
- REPAIRS TO INSIDE OF UNIT: For owners account and action.
- WINDOWS AND DOORS: For owners account and action.

* See Appendix 2

CONTACT DETAILS (at 1 January 2024):

Managing agent :

CRM (Pty) Ltd, 1 Borniet Avenue, Wilro Park, 1724

www.cr-m.co.za

Email: rachel@cr-m.co.za Tel: 011 675 3383

Trustees:

Gardens@marblearch.joburg

Buildings@marblearch.joburg

Security@marblearch.joburg

Finance@marblearch.joburg

Admin@marblearch.joburg

Gate security: 071 367 1665

The Trustees - MARBLE ARCH BODY CORPORATE

Signed at: _____ on this the _____ day of _____ 20__.

For UNIT Number: _____

Unit Owner (1)

Unit Owner (2)

Signed at: _____ on this the _____ day of _____ 20__.

Trustee (1)

Trustee (2)

Trustee (3)

Trustee (4)

Trustee (5)

Trustee (6)