

VIDUA SQUARE; BODY CORPORATE; CONDUCT RULES

1. APPLICATION OF RULES

- 1.1. Happy and satisfying community living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the House Rules and general consideration by the owners and residents for each person lawfully on the property will greatly assist in achieving a happy community.
- 1.2. Unit owners are presumed to have familiarized themselves with all the Rules.
- 1.3. The House Rules are binding on all owners and all persons occupying any section who, in turn, are responsible for ensuring that members of their families and their tenants, and invitees and domestic workers comply with them.
- 1.4. 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 matter between them. This should be done with consideration and tolerance. If, however, such problems cannot be solved between the parties only then should they be brought to the notice of the Trustees in writing. Complaints should be submitted to the Trustees in the form of an affidavit before they consider it.
- 1.5. In the event of any conflict between the House Rules and Management rules, the Management rules shall prevail.

2. GENERAL BEHAVIOR

- 2.1. No owner/tenant, domestic servant, any members of the household or any visitors to the premises, shall do or permit any act or thing which may be or become an annoyance, disturbance or embarrassment to the occupiers of the premises or which may constitute a contravention of any laws or regulations, Municipal or otherwise.
- 2.2. Without in any way detracting from or limiting the scope of the obligations of the owner, an owner shall at all time act to the satisfaction of the Trustees whose decision shall be final and binding. ??????
 - 2.2.1. Keep his section and those areas of common property of which he has the exclusive use and occupation in good, clean, sanitary and habitable order and condition and maintain all electrical, plumbing and sewerage installations and services in his section in good order and condition PROVIDED THAT if a blockage in any sewerage or plumbing pipe which is capable of being used by two or more sections occurs and the responsibility therefore cannot be allocated to any particular owner, the Body Corporate shall arrange for and bear the cost of clearing such blockage. All plumbing and electrical work in and any alterations or additions to any section shall be effected only

by suitably qualified and, where applicable, licensed workmen and contractors.

2.2.2. Use his/her section only for the purpose specified in the town-planning scheme.

2.3. Without in any way detracting from or limiting the scope of the obligation of the owner an owner SHALL NOT at any time:

2.3.1. Use his/her section or the common property or permit it to be used in such a manner or for such a purpose as shall cause or tend to cause a nuisance, disturbance, inconvenience, annoyance or potential or real danger to any other occupier or owner of a section in the building:

2.3.2. Do or 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 or any other owner of a section on any insurance policy or which will or may result in the occurring of any expenditure by the Body Corporate or such other owner attributable to his fact or default:

2.3.3. Effect or cause to be effected any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installations, nor any internal structural alterations whatsoever to his/her section, save with the prior written consent of the majority of the Trustees under signature of the Chairman and the Managing Agents jointly and then only on the terms and conditions contained in such consent and in accordance with properly drawn plans where required:

2.3.4. Do anything which may cause or allow any plants, creepers, shrubs, trees, grass, flowers or other landscaped improvements in or about the building to become damaged, chopped, destroyed or removed:

2.3.5. Discharge any firearms, pellet guns, fireworks or missiles on the common property:

2.3.6. Throw or propel any stones or other solid objects on the common property.

3. ANIMALS, REPTILES AND BIRDS

3.1. An owner or occupier of a section shall not keep any animal, reptile or bird in or on the common property.

4. REFUSE REMOVAL AND LITTERING

4.1. An owner or occupier of a section shall:

4.1.1. Ensure that household refuse and rubbish is contained in a plastic bag and to be placed in the bins provided for that:

4.1.2. Ensure before refuse is placed in such plastic bags, that it is securely wrapped, or in case of tins or other containers, completely drained and then placed into the bins provided:

4.1.3. For the purpose of having the refuse collected, place such refuse within the relevant refuse bins, at times in accordance with any "Refuse-Collecting Time-Table":

- 4.1.4. Ensure that no large quantities of discarded items, building rubble etc., are left on the sidewalk or common property.
 - 4.1.5. An owner or occupier of a section shall not deposit, dump, or permit or allow be depositing or dumping, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 5. VEHICLES
 - 5.1. No owner or occupier or guest shall park or stand any vehicle on the common property or any place, other than the specifically indicated and approved parking bays. One vehicle may not occupy two parking bays:
 - 5.2. No owner or occupier or guest is allowed to stand or park on any yellow line. However for loading and off-loading ONLY, permitted.
 - 5.3. Damaged vehicles and vehicles not in general use, that drips oil or brake fluid on the common property or that are not roadworthy may not be parked on the common property other than for short periods as may be approved by the Trustees, and with their prior written consent:
 - 5.4. No trucks, caravans, boats, trailers may be parked on the common property without the prior written consent of the Trustees: No roller blades, skateboards, bicycles or toys falling in this general category are allowed within the common property area at any time. Nor will the Body Corporate or unit owners or tenants will be held responsible for any accident taking place due to children playing in the common property area.
 - 5.5. No person may dismantle or effect major repairs to any vehicle on any portion of the common property:
 - 5.6. Trustees may cause to be removed or towed away, at the risk and expense of the owner or the vehicle, any vehicle parked, standing or abandoned in the common property in contravention of these rules:
 - 5.7. A fire hose may not be used, in any circumstances for any purpose except for fire fighting.
- 6. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY
 - 6.1. An owner or tenant of a section shall not mark, paint, drive nails or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees.
 - 6.2. Notwithstanding sub-rule 6.1, an owner or person authorized by him, may install upon consent received from the Body Corporate:
 - 6.2.1. A locking device, safety gate, burglar bars or any other safety device for the protection of his section: or
 - 6.2.2. Any screen or other device to prevent the entry of animals or insects: Provided that the Trustees have first approved in writing the nature and design of the device and the manner its installation.
- 7. APPEARANCE FROM OUTSIDE AND EXTERIOR
 - 7.1. The owner or occupier of a section shall not place or do anything on any part of the common property which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

- 7.2. Subject to rule 7.1 above, alterations, additions or decorations to the exterior of the section or to exclusive use areas or any other portion of the common property may not be made without the written consent of the Trustees and then only upon the terms and conditions contained in such consent.
- 7.3. No radio/television/wifi aerals may be attached to the exterior of the buildings without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent.
- 7.4. Requests for consent in terms of sub-rules 7.2 and 7.3 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, additions or decoration or installation of the of the said installations as the case may be.
- 7.5. If an owner or tenant of a section fails to comply with the provisions of rule 2.2.1 and such failure persists for a period of 30 days after written notice to repair or maintenance given by the Trustees or the Managing Agent, the Body Corporate shall be entitled to remedy the failure in question in such a manner as it deems fit and to recover the cost of so doing from such owner or occupier.
- 7.6. Notwithstanding any approval granted by the Trustees, no alterations, additions or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner or tenant of the section concerned to obtain any such necessary permit or approval.
- 7.7. Should any alteration, addition or decoration obstruct any employee or contractor of the Body Corporate in performing any work on the common property or common services, the owner or tenant concerned shall be liable for any additional costs incurred by the Body Corporate in the performance of such work.
8. INTERIOR OF SECTIONS
 - 8.1. Interior repair and maintenance of a section of whatever nature are the responsibility of the owner or tenant of that section neither the Caretaker, if any, nor the Managing Agents, nor any employee of the Body Corporate are liable or may be requested to attend to such matter.
 - 8.2. Any interior alterations should be carried out at reasonable hours and shall not cause any undue disturbance to owners or tenants of neighboring sections. An owner or tenant of a section shall not however, be entitled to interfere with electrical installations and plug points.
9. LAUNDRY
 - 9.1. An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his own washing lines, or hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from the outside of the building or from any other sections.
 - 9.2. Any washing hung out to dry is at the sole risk of the owner thereof.
10. INFLAMMATORY MATERIAL AND OTHER DANGEROUS ASPECTS

- 10.1. An owner or occupier shall not store any material, or do 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 or endanger the lives or wellbeing of any other owner or tenant.

11. ERADICATION OF PESTS

- 11.1. An owner or tenant shall keep his section free of wasps, white ants, cockroaches, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorized agents or employees, to enter upon this section from time to time for the purpose of inspecting the section and taking such action as may be reasonable to eradicate any such pests. The cost of the inspection and the eradication of such pests may be found within the section, shall be borne by the owner of the section concerned.

12. LETTING AND SELLING OF UNITS

- 12.1. The owner of a section shall ensure that any tenant of his section or other person granted rights of occupancy by him is obliged to comply with these House Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy and obtain a written acknowledgement to such effect from such tenant or occupant, a copy of which shall be provided to the Trustees.
- 12.2. The owner of a section shall be obliged to notify the Trustees in writing, with 14 days of date of conclusion of a lease of his unit, or forthwith upon any other person/s being granted rights of occupancy thereof, of the full names and contact particulars of his tenant or the person/s granted occupancy and the period thereof.
- 12.3. The owner of a section shall notify the Trustees timeously of any intention to sell his/her unit and specifically before placing the property for sale on the open market.
- 12.4. When a sale is concluded the Trustees shall be furnished with the name and details of the new owner as soon as reasonably possible.
- 12.5. The seller of a unit shall provide the buyer with a copy of the House Rules and any other relevant documentation or instructions.

13. OCCUPANCY OF UNITS

- 13.1. The members of the Body Corporate expressly acknowledge that it is in the common interest that units within the scheme not be utilized for the accommodation of more people than the unit were intended to accommodate.
- 13.2. No owner or tenant shall allow more than four people in the case of a two bedroom unit, six for a three bedroom unit to be accommodated or resident in such unit for a period of more than fourteen days in any three month period.
- 13.3. In the event of an owner having let his unit/s he shall ensure that the restraint on occupation specified above is strictly observed by his tenant.

- 13.4. The maximum number of persons permitted to reside in a particular class of unit may be exceeded only with the written consent of the Trustees, and at their sole discretion.
- 13.5. Such consent, having been furnished, may be withdrawn at the sole discretion of the Trustees.
- 13.6. The Trustees of the Body Corporate shall have the right to preclude such person or persons as they may elect from continuing to reside in any unit in respect of which the maximum number of residents is permitted, so as to reduce the number of persons in residence in such unit to the number permitted.
- 13.7. The term bedroom shall not include any hall, passage, and verandah whether open or closed lounge or sitting room, kitchen or toilet room.
- 13.8. No minors under the age of eighteen are allowed to occupy a section without parental supervision, unless with the prior written consent of the Trustee.

14. NOISE

- 14.1. Residents are entitled to silence. Radios, TV's, CD Players, musical instruments, car radios or other noise generating devices are to be used with the utmost consideration at all times and especially between 13:00 and 16:00 and from 22:00 to 07:00 the following day.
- 14.2. The quiet periods during which occupants shall show utmost consideration for other residents and, in particular, with regard to the aspects referred to in rule 14.1 above, are before 09:00 and between 13:00 and 16:00 on Sundays.
- 14.3. No person shall carry on any activity or use or permit to be used in the course of any building, demolition, refurbishment with, any machine, machinery, engine, apparatus, and tool, however powered, which may unreasonably disturb or interfere with the peace and quiet of the surroundings.

15. ALCOHOL AND OTHER DRUGS

- 15.1. No alcohol or any other illegal substance is to be consumed on common areas and intoxication will not be tolerated.
- 15.2. The Trustees or Management shall have the right to summarily evict any person guilty of transgressing the foregoing rule.

16. FIRE

- 16.1. Fire hoses and hydrants on the common property are only to be used in case of fire and not for any other non-emergency reasons.
- 16.2. The Trustees shall ensure that any applicable fire-fighting or emergency procedures are distributed to each owner and that spare copies are available.
- 16.3. No occupant will practice any action deemed to pose a fire hazard to himself or any other occupant.

17. SECURITY

- 17.1. Owners and tenants undertake to be observant of any movement of anyone other than the owners, the tenants and their guests and report it immediately to the Caretaker.
- 17.2. Owners and tenants shall have the authority to send unwanted people away from the premises.
- 17.3. Owners and tenants are advised to, when they are not at home, to always keep their front doors and windows facing the corridors locked.

18. SERVANTS

- 18.1. An owner or tenant of a section shall be responsible for the activities and conduct of their servants and shall ensure that they understand and that they do not breach any rules, national legislation or local authority by-law which may affect the scheme, and ensure that they and any of their visitors or guests do not cause undue commotions within their sections or on the common property.

19. INTEREST ON OUTSTANDING ACCOUNTS

- 19.1. Levies are due and payable on the first day of every month. Owners shall be liable for interest on outstanding amounts, including capitalized interest, at the maximum annual rate permitted by law. Levies or monies due to the Body Corporate not paid by the 7th of the month for which sum is payable, will be debited with interest calculated from the first day of such month to the actual date of payment.

20. AMENDMENTS

- 20.1. Amendments to House Rules can only be made by the Board of Trustees on a General Meeting. Amendments should be submitted in writing with two secundi / resident signatures 14 days (fourteen) days prior to the meeting, to the Secretary or Chairman of the Board of Trustees.

21. RULES APPROVED: -

_____ Date: ____ / ____ / ____ Place: _____
Chairman of the Trustees

Witnesses: 1) _____

2) _____