

# OLIEN OP 4



## RULES, REGULATIONS & GUIDELINES

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**PRELIMINARY**

**A: APPLICABILITY**

- (1) These Conduct Rules, the provisions of Management Rule 68, and of Section 44 of the Sectional Titles Act, No 95 of 1986, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees) and other occupiers of sections.
- (2) It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.
- (3) An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in sub-rule (2) above.

**B: DIRECTIVES**

- (1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorised to create further Conduct Rules through their issuing of Directives.

**BACKGROUND:**

In order to ensure that a lifestyle of high quality for all residents of OLIEN OP 4 COMPLEX is maintained, it is essential that owners/residents strictly adhere to the rules contained in this document. The purpose of this document is to protect that lifestyle by regulating activities that have an impact on other residents. It will also result in the establishment of a harmonious community where residents respect their private properties as well as the communal property within the complex, and behave in a considerate manner towards one another, ensuring that the value of the investments of all owners are enhanced.

**1. COMPLEX RULES - OVERVIEW:****1.1 Authority:**

The Rules of the OLIEN OP 4 are binding upon all owners of the Body Corporate, as well as all residents in the complex.

**1.2 Owners' responsibility:**

Each member is responsible for ensuring that he/she and all persons residing on his/her stand, and his/her guests, employees, contractors and/or agents understand and abide by the contents of this document. Ignorance of the rules shall not constitute a reason for non-compliance.

**1.3 Liability:**

Neither the Body Corporate of OLIEN OP 4, their Trustees, Management Agents or employees shall be responsible or liable in any way for any loss or damage to any building, person or property anywhere on the complex howsoever and by whomsoever caused, and whether by any act or omission of any of the foregoing, and all members/residents in the complex hereby waive any claims and indemnify them against incident which at any time might arise in consequence of any act or omission.

**1.4 Dispute Resolution:**

In the event of a dispute, the concerned parties must endeavour to resolve the matter in a spirit of respect and tolerance.

**1.5 Body Corporate Decisions:**

The decisions of the Trustees of the Body Corporate on the interpretation of this document are final and binding on all residents.

**2. ANIMALS, REPTILES AND BIRDS:**

2.1 An owner / tenant shall not, without the prior written consent of the Trustees, keep any dog or cat at his unit.

2.2 No poultry, pigeons, aviaries, hamsters, rabbits, rodents and other wild animals or livestock shall be kept within the complex.

- 2.3 Dogs must be on a leash when in the communal area of the complex.
- 2.4 Owners are responsible to remove any faeces or other waste material left by their pets in the communal area of the complex. The living areas of pets must be kept clean and tidy.
- 2.5 Residents shall not allow their pets to become a nuisance to other residents in the complex and must ensure that they are kept under control at all times.
- 2.6 The Trustees may withdraw any approval should an animal kept by an owner / resident cause disturbance or pose a danger to other owners or residents in the complex.
- 2.7 Upon the breach of, or non-compliance with this rule, the owner of the unit may become liable for a fine imposed in terms of Rule 7.26 hereof.
- 2.8 The Trustees may apply to a Court having jurisdiction for an order or interdict for the removal of any animal from a unit on the common property, and the owner of the relevant unit shall be liable for such cost as are referred to in Management Rule 31(5) of the Sectional Titles Act 95 of 1986, relating to the application.

### **3. REFUSE DISPOSAL:**

An owner or occupier of a section shall:

- 3.1 maintain in an hygienic and dry condition, a receptacle for household 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, and ensure that this receptacle is stored out of sight from other residents;
- 3.2 ensure that household refuse shall be placed in municipal refuse bags, prior to it being disposed of, as the use of shopping bags in order to discard of refuse is strictly prohibited;
- 3.3 ensure that tins are completely drained and broken glass are securely wrapped before placing it in municipal refuse bags;
- 3.4 ensure that the household refuse are placed out for collection on a weekly basis;
- 3.5 ensure that no garden refuse is placed in the refuse bin, as this is not permitted;
- 3.6 ensure that municipal refuse bags are not stored on stoeps or patios;
- 3.7 ensure that no household refuse, garden refuse or litter bags shall be dumped on any public communal area, including the communal roads, sidewalks, stoeps or patios.

- 3.8 Upon the breach of, or non-compliance with the provisions of this Rule, the owner of the relevant unit may become liable for a fine imposed in terms of Rule 7.26 hereof.

#### 4. **VEHICLES, ROADS AND PARKING:**

##### 4.1 **Use of road:**

The road in the complex is for the use of all residents, whether on foot, cycle or in a motor vehicle. While motor vehicles are an important part of the street environment, they are not necessarily the primary concern. Residents must remember that pedestrians, which may include small children, will frequently use the streets in the Complex and motorists should always drive with caution.

##### 4.2 **Speed limit:**

The speed limit on the streets of the Complex is 10 km/hour.

##### 4.3 **Parents' responsibility:**

Parents shall ensure that if toddlers or children under the age of twelve (12) years play in the road, they do so under supervision of adults and remain aware of possible dangers from vehicles.

##### 4.4 **Assignment of vehicles:**

The Trustees will be in charge of the allocation of parking spaces to residents.

No owner or occupier shall park or stand any vehicle upon the roadway, thereby restricting the movement of other vehicles in the complex.

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, without the consent of the Trustees in writing.

##### 4.5 **Prohibition on spillage to common property:**

Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.

##### 4.6 **Restrictions on vehicles:**

owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

**4.7 bikes:**

It is strictly forbidden for any quad bike to be started or ridden in the complex, due to this posing a high safety risk as well as being noisy and causes a disturbance to others in the complex. In order to transport, quad bikes must be loaded onto a trailer.

**4.8 “Revving” of vehicles:**

“Revving” of vehicles in the complex is strictly prohibited.

**4.9 “Hooting” of vehicles:**

“Hooting” in front of the gate as well as in the complex is strongly prohibited and is applicable to residents and visitors alike.

**4.10 Washing of vehicles:**

The use of complex water to wash vehicles is strictly prohibited.

**4.11 Public transport:**

No taxis or other forms of public transport of whatsoever nature is allowed within the Complex.

**4.12 Trucks / delivery vehicles:**

Trucks or delivery vehicles exceeding 3 000 kg capacities is not permitted to enter the complex as it will damage the paving and the curbs.

**4.13 Furniture removal vehicles:**

Furniture removal vehicles exceeding 3 000 kg capacity will not be allowed to enter the complex and have to be parked outside from where the items must be carried in/out of the complex either by hand, or transported by means of smaller vehicles.

**4.14 Further Directives:**

An owner or tenant shall comply with any further Directives issued by the Trustees in respect of this Conduct Rule.

**4.15 Wheel clamping:**

The Trustees may clamp, at the risk and expense, including the payment of a release penalty to be determined by the Trustees from time to time, any vehicle, parked or abandoned in contravention of these Rules.

**4.16 Imposition of fines:**

Notwithstanding the provisions of Sub Rule 16 above, an owner or tenant who is in breach or non-compliance with the provisions of this Rule, or any Directive issued; shall be subject to the imposition of a fine in terms of Rule 7.26 hereafter.

## 5. **THE COMMUNAL ENVIRONMENT:**

The community pride of every resident depends greatly on the contributions of every resident to develop and maintain a neat and attractive environment in the complex and on the road.

### 5.1 **Plants on communal areas:**

No plants, lawns or shrubs on the communal areas shall be removed without authorisation from the Trustees. Plants, lawns or shrubs on the communal areas shall be positioned so that they do not obscure motorists' view of the road or oncoming traffic.

### 5.2 **Gardens extending to communal areas:**

Gardens which extend onto the communal areas shall be kept neat and tidy. Where residents do not adhere to this rule, the Trustees shall have the right to take action at the owner's expense to rectify the situation.

### 5.3 **Harmful/Toxic plants:**

Residents shall ensure that no harmful or toxic plants are growing on or adjacent to their properties.

### 5.4 **Wildlife (birds):**

The trapping or shooting of birds is forbidden in the Complex.

### 5.5 **Building material:**

In the event of a building contractor commencing building operations in the complex, the contractor will be obliged to pay a deposit of R500, which will be returned once the building operation had been completed and all the building material had been removed from the Complex.

### 5.6 **General neatness:**

Residents/visitors are requested to keep open areas in a neat condition.

## 6. **CHILDREN:**

### 6.1 **Bicycles, Skateboards, Tricycles and Roller Skates:**

6.1.1 The use of bicycles, skateboards, tricycles and roller skates are not permitted in the complex, nor should they be left lying around in areas for exclusive use of residents where they may be visible from the common property.

### 6.2 **Ball Games:**

6.2.1 Ball games are not permitted in OLIEN OP 4 Complex.

### 6.3 **General:**

6.3.1 Toys left lying around in the complex will be disposed of.

- 6.3.2 No BB gun, ketties or pellet guns are allowed to be used in the complex.
- 6.3.3 Children may not play in communal driveways, in garages and/or between parked vehicles.
- 6.3.4 Children may not climb onto walls, gates, railings, washing poles and lines and window sills.
- 6.3.5 Residents must supervise their children and their visitors' children to avoid damage to the common property and inconvenience to the other residents.

## **7. MANAGEMENT AND CONTROL OF THE COMPLEX:**

Residents are requested to behave with consideration towards others in the complex.

### **7.1 Maintenance of gardens:**

Whereas the gardening service is responsible for the maintenance of the communal gardens as well as the sidewalks, owners / tenants are responsible to maintain the gardens in the front and back of their units.

Owners / tenants are responsible to water their lawns (in the front and back of their units) on a regular basis to ensure a neat and appealing streetscape is maintained.

### **7.2 Maintenance of stands:**

All owners / residents must maintain their stands (including the main dwelling, garages, outbuildings, boundary walls, site walls and gardens) in good condition and in a neat and tidy state at all times.

### **7.3 Appearance from outside:**

The owner or resident of a unit in the Complex shall not place, or do anything on any part of his/her unit, including patios, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the unit.

### **7.4 Upholding aesthetic appearance:**

Mechanical equipment and pets' accommodation must be located out of sight of the road and of neighbouring properties so as not to infringe on others' privacy or boundaries.

### **7.5 Wendy houses and tool sheds:**

Wendy houses and tool sheds are not permitted to be erected in the complex.

### **7.6 Caravans and boats:**

Caravans and boats are not permitted in the complex due to space limitations.

### **7.7 Trailers:**



Trailers must be parked out of sight of the road and of neighbouring properties in order to ensure that it does not infringe on others' privacy or boundaries.

**7.8 Business:**

No business or trade of whatsoever nature may be conducted within the Complex. Dealing in unlawful substances is particularly prohibited.

**7.9 Hobbies:**

Residents may not conduct a hobby or other activity within the complex that will become a nuisance for other residents, or that a disturbance is caused to others in the complex.

**7.10 Noise:**

Any unreasonable noise of electronic or musical instruments or parties shall be such that the noise cannot be heard in adjacent properties or that it causes a disturbance. No loud music may be played in the complex either in a vehicle or in a unit.

**7.11 Power tools and garden equipment:**

Lawnmowers, power saws, drills, leaf blowers and similar noisy equipment may not be used on Sundays: before 09h00 and after 13h00.

**7.12 Distribution of advertising material:**

No advertising media may be displayed or distributed in the complex without the prior consent of the OLIEN OP 4 Body Corporate.

**7.13 Signs and Notice Boards:**

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 the outside of the section, without the written consent of the Trustees first having been obtained.

**7.14 Use of weapons:**

No firearm, pellet gun, catapult, cross bow, bow and arrow or any other weapon may be used on or in the Complex, except in self-defence.

**7.15 Littering:**

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

**7.16 Making of fires:**

No fires of any kind are permitted anywhere in the Complex except at a fireplace or braai area or in a receptacle designed for that purpose.

**7.17 Fireworks:**

No fireworks of any nature or description may be used or detonated anywhere in the Complex.

**7.18 Burglar alarms:**

No burglar alarm may be operated in the Complex unless it is linked to a reputable armed response service which has the ability to disarm it.

**7.19 Garage doors:**

Garage doors should generally be kept closed unless occasional regular access to a garage is required.

**7.20 Laundry:**

Laundry must be hung on the washing lines provided. An owner or resident of a property in the Complex shall not hang any washing or laundry or any other items on any part of the building on his property (including balcony rails) or boundary structure so as to be visible from outside the property.

**7.21 Damage caused to infrastructure:**

Any damage caused within the Complex by a vehicle effecting deliveries or collections, or transporting any member's or resident's equipment or goods to or from a stand shall be the responsibility of the member concerned.

**7.22 Storage of inflammatory material and other dangerous acts:**

An owner or occupier shall not store any 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.

**7.23 Eradication of pests:**

An owner shall keep his section free of white ants, 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 his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests. The costs 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.

**7.24 Domestic Workers / Helpers:**

Domestic Workers / Helpers may under no circumstances be allowed to reside on the premises. They may also not receive visitors on the property.

**7.25 Unlawful substances:**

The use of unlawful substances in the complex is strictly prohibited and will not be tolerated.

**7.26 Non compliance:**

The Body Corporate reserve the right to take any action they deem fit in the instance of a continued contravention of a rule, after expiry of a written notice detailing the contravention. Such action can include rectification by the OLIEN OP 4 Body Corporate, the costs of which will be charged to the transgressors, or possible imposition of a fine and subsequent legal action.

**8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:**

- 8.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees.
- 8.2 Notwithstanding sub-rule (1) above, an owner or person authorized by him may install -
- 8.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section, or;
- 8.2.2 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 of its installation.

## 9. **LEGAL MATTERS:**

### 9.1 **Communal Areas:**

Any use of open or communal areas shall be at Residents'/Visitors' own risk.

### 9.2 **Tenants, Visitors, Contractors and Employees:**

#### 9.2.1 **Owners' responsibility:**

It is the owner's responsibility to enforce the provisions of this document for his/her tenants, visitors, contractors and employees.

#### 9.2.2 **Residents' responsibility:**

All residents of the complex are responsible for the behaviour of their visitors, contractors and employees and shall ensure that all such abide by these rules.

#### 9.2.3 **Letting of units:**

9.2.3.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provisions to the contrary contained in any lease or any grant of rights of occupancy.

9.2.3.2 If an owner rents out his/her property, he/she shall inform OLIEN OP 4 Body Corporate of the name and contact details of the tenant and the duration of the lease.

9.2.3.3 The owner or his/her letting agent shall inform the tenant of the contents of this document and any other rules that may apply and shall oblige the tenant to abide by these rules, ensuring that he/she is copied with a set of the rules and that he/she acknowledges receipt thereof. The acknowledgement must be made available to the Trustees upon request.

**9.3 Gas installations:**

Owners who have installed gas stoves in their units are required to submit a certificate to the Trustees of OLIEN OP 4 Complex, as proof that the installation was done according to legal requirements and by an accredited service provider.

**10. ADMINISTRATION AND LEVIES:****10.1 Monthly levies:**

All members of the OLIEN OP 4 Body Corporate are obliged to pay a monthly levy at a determined rate from time to time by the Trustees in the common interest of all members of the Body Corporate.

**10.2 Payment of monthly levies:**

Levies become due from the date of transfer of the property into the name of the purchaser and is payable monthly in advance on the first day of each and every month, but a grace period of seven (7) days are allowed before interest is payable.

**10.3 Levies in arrears:**

Interest equal to Prime + 2% per annum shall be charged on all outstanding accounts. If an account is overdue, steps will be taken after 90 days in accordance with the decision of the Trustees of the OLIEN OP 4 Body Corporate. No legal action shall be taken by the Administrator without authorisation by the Board of Trustees in order to save on legal costs.

**11. SECURITY:**

Complex security is designed to function in the following manner:

- 11.1 Security is an attitude and residents are responsible for their own safety and security.
- 11.2 Owners are responsible for the conduct of their visitors and must ensure that their visitors adhere to the security protocol.
- 11.3 Owners must ensure that contractors/employees in his/her employ adhere specifically to the security stipulations of the complex.
- 11.4 Residents may not open the main gate for any person that are unknown to them, or who claim to be visiting other residents in the complex.
- 11.5 No hawkers are allowed access into the complex.
- 11.6 Estate Agents / Leasing Agents may only be allowed access into the complex after prior arrangements were made with the owner of the unit.
- 11.7 All attempts at burglary or instances of the fence being encroached must be reported to the Trustees or the Managing Agent.
- 11.8 The electric fence shall be kept clear and free of overgrowth at all times.

**12. IMPOSITION OF PENALTIES:**

- 12.1 If the conduct of an owner or a tenant of a unit or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if an owner, tenant or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the owner and tenant with a written notice. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the unit.
- 12.2 If the owner or tenant nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may impose a fine, which is completely in their discretion.
- 12.3 Any fine imposed in terms of sub-rule 7.26, may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of Section 37 (1) of the Act and claimed by the Trustees as part of the monthly instalments payable by the owner.

**13. CLEARANCE CERTIFICATE:**

The Trustees of the Body Corporate reserve the right not to issue a clearance certificate to affect a transfer of a property until such time that:

- the seller has complied with the Complex Rules contained herein;
  
- any unauthorised structure has been removed;
  
- the seller provides proof that the Sectional Title Plans of the property corresponds with the Title Deed, as filed at the Deeds Office.