

KEUKENHOF

Rules & Regulations

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1. Preamble to the Residents of Keukenhof

As residents of Keukenhof, you are a member of the Keukenhof community. You have a responsibility to your neighbours, other residents, and for the buildings, equipment and common areas of the complex. You are called on to at all times, co-operate with others and through your conduct and consideration of others to promote good neighbourliness.

2. Definitions

2.1 General

Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.

The clause headings have been inserted for reference purposes only and shall not be taken into account in any interpretation.

3. Access to and egress from the Complex & Security at the entrance gate

- 3.1 Access to and egress from the complex shall be under the control of security staff acting under instruction of the Keukenhof trustees. Registered residents and authorised vehicles will be allowed unrestricted rights of access and egress, subject to the discretion of the security staff and the policies provided by the trustees. Other requests for entry to and departure from the complex are governed by this document and may be altered or adapted from time to time as the need arises. Access or egress may be denied at the discretion of the security staff. Accordingly residents and owners should notify the trustees, managing agent / caretaker or security staff in advance of any needs in this respect (for example, the removal of household effects), so as to avoid any access or egress problems.
- 3.2 The security staff may request to search any person or vehicle entering or exiting the property, and may refuse entrance or exit, at their own discretion, if permission for the search is denied. The police will be called in the event of any difficulties in this respect.
- 3.3 No person is allowed to tamper with the entrance gate, the sensors or security system.
- 3.4 All visitors must sign in at the security gate and on exiting hand in a security token, which was given to the visitor by the security. No person will be allowed exit, without producing the security token.
- 3.5 An access card will be issued to domestic workers, on completion of a registration form by an owner / resident requesting such a service. A copy of the domestic workers ID and confirmation of working hours by the owner / resident shall accompany the registration form to be handed to the relevant trustee in order for such an access card to be issued.
Only registered workers will be allowed access to the complex. Employers are requested to notify the relevant trustee immediately when such service is terminated.

- 3.6 No vehicle with a loading capacity of more than 3 tons will be allowed entrance.
- 3.7 Residents should obey the speed limits, look out for children and curb unnecessary noise such as revving or hooting.

4. Administration

- 4.1 All contributions and charges towards the administration of the complex are due and payable in full by the Seventh (7th) day of each month, and shall be payable to the Managing agent of the complex.
- 4.2 It is advised to consider the option of debit orders (from any banking institution) for payment of levies on a monthly basis.
- 4.3 Tenants, residents and owners of the properties or units, who are not up-to-date with payments of their levies and other administration charges shall have their services terminated.
- 4.4 Interest shall accrue on accounts in arrears for more than 30 days and this interest shall be calculated at a rate of 15,5% per annum, capitalized and calculated monthly.
- 4.5 Failure to comply with these regulations will render the owner / resident liable for legal steps and a monetary penalty may be imposed by the Trustees.
- 4.6 Residents shall permit access to their units at reasonable times so that the trustees, their appointed agents or the Managing Agent may rectify defects or undertake repairs or maintenance.
- 4.7 No Estate Agent boards are allowed inside the complex or outside the complex's gates.
- 4.8 The appointment of trustees shall be in terms of the Constitution on an annual basis. Only owners of units or its nominees may be appointed as trustees.
- 4.9 The Trustees are given the discretion to formulate any other appropriate rules, depending on the need / circumstances

5. Animals, birds and reptiles

- 5.1 Permission to keep pets is at the discretion of the trustees.
- 5.2 **2 (TWO) small dogs will be allowed for ground floor units only** and must be tagged with unit number. Size will be determined by weight and breed, with a maximum adult weight of 12kg and breeds such as Jack Russels, Sausage dogs and Spaniels.
- 5.3 No cats are allowed.

- 5.4 Any pet brought into the complex by a visitor shall be deemed to be under the responsibility of the host owner/tenant and any damage or inconvenience caused by the pet shall be held against the host.
- 5.5 In no event shall any dog be permitted to be outside the boundaries of its owner's property or unit, unless carried or controlled on a leash.
- 5.6 Dogs will not be allowed to foul the common property. The owner must remove all faecal debris from the common property immediately. A breach of this rule will attract a fine of R100.00, to be charged to the levy account of such owner.
- 5.7 The Trustees reserve the right to revoke the privilege of any owner / resident to house a dog within the complex, should it be considered a risk or nuisance to other residents or service providers in the complex.
- 5.8 Any legal action taken by the Trustees or the Managing Agent to have animals / pets removed from the premises will be for the account of the owner of such pet / animal.

6. Appearance from the outside

- 6.1 The occupier of a property or unit shall not place or do anything on any part of the property or unit or the common property, including balconies, patios, walk ways and gardens which in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from outside the unit.
- 6.2 No attachments, buildings or improvements on the outside of houses or units, may be done, without the written consent of the Trustees or Managing Agent who will provide a list of specifications from authorized manufacturers/service providers.
- 6.3 The owner of a property or unit will attend and maintain his garden, visible to the public, in order to uphold the aesthetic value of the complex.

7. Business Practices

- 7.1 No-one shall place or allow to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or any property or unit so as to be visible from outside the property or unit, without the prior written approval of the trustee having been granted as regulated by the municipal by-laws.
- 7.2 No owner or occupier of a property or unit may run any business whatsoever for profit or otherwise, in or from the property or unit.
- 7.3 No auction, jumble sale, or car boot sale may be held in or on the property without the prior written approval of the trustees.
- 7.4 Hawkers will not be allowed access to the complex at any time.

8. Children

- 8.1 Children are subject to the conduct rules in the same way as adults.
- 8.2 Children may not play in the walkways, parking areas, driveways and streets, without supervision.
- 8.3 Nobody is allowed to play ball against any walls.
- 8.4 No bicycle riding in streets, without supervision
- 8.5 No quad bike riding is allowed in complex. (This rule also include any adults riding with quad bikes). Motorcycles will only be allowed when used for bona fide transport to and from work.
- 8.6 Residents must supervise their children and their visitors' children in order to avoid damage to the common property or annoyance to other residents. In the event of any damage caused in the common area, the resident responsible will be required to reimburse the costs of making good such damage.
- 8.7 No children to play near water features or culverts.
- 8.8 Parents will at all times be held responsible for the behaviour and actions of their children and their visitors' children.

9. Common Property and Gardens

- 9.1 Shrubs and trees may not be removed, cut down or trimmed unless by arrangement with the relevant trustee.
- 9.2 Flowers in the common property may not be picked.
- 9.3 Owners/Residents may not plant anything on the common property. All gardening is to be done on the instruction of the relevant trustee. Offers of plants, seeds and assistance in caring for the gardens will be much appreciated.

Owners/Residents may not, in their exclusive use gardens, plant any intrusive trees, plants or scrubs that may cause damage, or future damage, to the common property and buildings or cause a nuisance by shedding of leaves. Should any plant fall in the abovementioned category, it will be removed at the discretion of the trustees and for the account of the owner/tenant. Preference is given to the planting of indigenous plants with non-aggressive root systems.

No animals are allowed near water features.

10. Contravention of Laws and Rules of Conduct

- 10.1 If as a result of a breach by an owner of these rules or any other obligation, the trustees or the Managing Agent instructs an attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney and client basis incurred by the trustees or the Managing agent as a result thereof.

- 10.2 Residents shall not contravene or permit the contravention of, any law, by law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the complex or the carrying on of business in the complex or the conditions of title applicable to his property or unit or any other property or unit.
- 10.3 At the discretion of the trustees, the Managing Agent may levy a minimum fine of R100.00 or such other amount as considered appropriate for each and every contravention of any of the rules.

11 Domestic employees or helpers

- 11.1 All domestic workers or helpers are to be registered and bound by the Conduct Rules.
- 11.2 Helpers are not allowed to loiter on the common property.
- 11.3 Residents are responsible for the behaviour of their helpers at all times and are to ensure that they are not rowdy.
- 11.4 The trustees reserve the right to refuse access to the complex to any employee of any resident.

12. Disposal of Domestic Refuse

- 12.1 Except as detailed below, owners and occupants shall not be allowed to deposit refuse (including garden refuse) on the common property at any time, or in any part of their property or unit visible from the outside. Occupants shall instruct their children and visitors of this rule, and shall use their best endeavours to see that it is complied with.
- 12.2 Occupants may deposit domestic refuse in the refuse area provided, provided such refuse is securely wrapped and secured in a robust BLACK plastic bag, free from leakage. Four refuse bags are allowed per week. Refuse will be collected from the refuse area on Fridays.
- 12.3 No cardboard containers, cartons, polystyrene or builder's rubble are to be placed in the refuse area, but shall be disposed of by removing it to a recognised dumping area.

13. Fire Protection

- 13.1 Electricity Supply: - Under no circumstance may residents tamper with or have work done on the electricity apparatus that serves the common property, or on the electricity supplies routed through the common property. Any electrical faults detected on the common property are to be reported to the relevant trustee immediately.
- 13.2 Open fires and braais: - these are prohibited in units and common property except where facilities have been provided. Matches and lighters are to be handled with care

and kept out of the reach of children. It is strictly prohibited to throw cigarette stubs out of windows or balconies due to the fire risk. All flammable liquids must be kept in a safe place.

- 13.3 Fire hoses and extinguishers may only be used in event of an emergency.
- 13.4 No one is allowed to use fire hoses to wash their vehicles. A fine of R7 000.00 (SEVEN THOUSAND RAND) will be issued by the Fire Department (to the incumbent), as this is the property of the Fire Department.

14. Insurance

The trustees shall ensure that the common property in the complex is adequately insured. This shall cover the buildings, geysers and common property areas. The claims procedure is as follows: The Managing Agent must be notified immediately. The Managing Agent will proceed with the claim from the insurance. Should any excess be required it is payable by the owner.

15 Laundry

- 15.1 An owner or occupier of a property or unit shall not erect washing lines nor hang washing or laundry or any other such items in any part of the building or the common property so as to be visible from outside the building or from any other unit, especially not on balconies, balustrades or roofs.

16. Littering

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

17 Leasing and subleasing of sections

- 17.1 Should any owner who is lawfully able to let or sublease his property or unit, wish to let or lease his property or unit or allow any change in the occupation thereof, he shall prior to doing so be obligated as a condition precedent thereto to advise the Property Manager of his intention. The owner shall remain responsible for the payment of levies in advance.
- 17.2 The Managing Agent and the Trustees must be advised of who the lessee is, as well as the names of the person or persons living on a permanent basis in the property or unit.
- 17.3 In the event of a lessee committing any breach of any of the Conduct Rules, then the lessor or owner shall upon written request by the trustees instruct the lessee to vacate the said property or unit and complex within 30 (Thirty) days.

18. Loss, damage or injury

The Body Corporate, Trustees and Managing Agent their staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual properties or units or the common areas by any owner or occupier and/or their family, staff or visitors.

19. Noise

19.1 Radios, hi – fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbance or annoyance to any owner or occupier, and shall be kept to a minimum level.

19.2 The noise level of parties must not cause any disturbance to the owners and occupiers, and if any complaints are received, the noise must immediately be reduced to an acceptable level and not raised again.

19.3 Owners or occupiers and their visitors are requested to keep noise levels down to a minimum when using the parking and pathways.

19.4 Hooting is not permitted.

19.5 **FRIDAYS AND SATURDAYS -Parties and noise not to start before 10h00 and to end strictly at 23h00**

SUNDAYS AND WEEKDAYS – No noise before 10h00 and after 20h30

No parties in the common areas are to be held without prior arrangements with the trustees.

19.6 Strictly no lawn cutting/weed eating on Sundays.

20. Paths, driveways and passages

20.1 It is not permitted to ride quad bikes, bicycles, roller skates or skateboards, or play games of whatsoever nature on the paths or in the driveways.

20.2 Bicycles, roller skates or skateboards may not be left on any part of the common property. Paths must at all times be kept clear.

21. Storage of flammable materials, and other dangerous acts

21.1 An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous acts in the buildings or on the common property that will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

21.2 Fireworks are totally prohibited.

21.3 No firearms or air guns / rifles may be discharged on the common property.

22. Parking and Vehicles

22.1 Each owner or occupier shall notify the trustees of the vehicles that he wishes to be allowed to use from, and park regularly upon the property. The number of permanent parking vehicles is restricted to the allocation as per provided for in 22.15 below. (A written request for any extra vehicle, should be lodged with the Body corporate Trustees / Managing Agent)

22.2 Vehicles authorised in terms of 22.1 will be allowed free ingress to and egress from the property, subject to the owner or occupier being in possession of the requisite remote controller for the electric gate.

22.3 Access to the property by any other vehicle will be subject to the permission of the security staff, operating under the policies issued by the trustees. This will include, inter alia, confirming the approval of the owner or occupier being visited, the right to search the vehicle on entry or exit, or at their sole discretion to refuse the right of entry.

22.4 No owner or occupier shall park or stand any vehicle upon the common property, or permit any vehicle to be parked or stood on the common area, except in such areas as are demarcated for this purpose.

22.5 The trustees may cause to be removed or towed away, at the expense and risk of the owner, any vehicle parked, and standing or abandoned on the common property without the trustees' consent.

22.6 Owners and occupiers of properties or units shall ensure that their vehicles and those of their visitors and guests do not drip oil or brake fluid onto the common property or in any other way deface the common property.

22.7 No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle on any portion of the common property, or in any exclusive use area or in a property or unit.

22.8 Vehicles may only be washed, in the allocated parking bay of the relevant owner's or occupier's property or unit. Reasonable use of hoses will be permitted. Except in the case of water restrictions.

22.9 Parking is permitted on the express condition that vehicles are parked at the parker's risk and responsibility. No vehicles should be parked so as to block entrances or passageways to either motor vehicles or pedestrians.

22.10 A speed limit of 15 km/hour will be strictly applied within the Keukenhof complex. Vehicles must leave or enter as quietly as possible, and with due regard for the safety of residents particularly children.

22.11 Visitors or residents must park outside the complex if there is no available parking space in the designated areas.

- 22.12 Save for the purpose of gaining access to garages or parking bays, motorcycles, caravans and trailers may not be ridden or left on any portion of the common property or any portion of a property, where it is visible to the public eye. And no sleeping will be allowed in a caravan or any other vehicle on a portion of the common property, garage or carport.
- 22.13 All owners and occupiers of properties or units must at all time have Keukenhof identification disk to obtain entrance to the complex, for each authorised vehicle.
- 22.14 No visitor under the influence of alcohol or illegal substance will be allowed to enter complex.
- 22.15 Allocation of parking bays:
2 parking bays for 3 bedroom units.
1 parking bay for 2 bedroom unit.

23. Indemnity

The Body Corporate, Trustees and Managing Agents shall not be liable to any person, owner, resident, tenant or visitor for any injury or damage of any description which any person, owner, resident, tenant or visitor and / or any of their family members or any employee or servant or relative, visitor, friend acquaintance, invitee or guest that may sustain physically to his or their property, directly or indirectly, in or about the common property or individual properties or units or in or about the parking bays or storerooms or in or about any part of the complex and / or grounds in which the individual properties or units or common property are situated, by reason of any defects in the common property or individual properties or units, or any appliances whatsoever in the complex or grounds in which the common property or properties or units are situated or for any act done or any neglect on the part of Body Corporate employees, servants or agents. The Body Corporate, Trustees or the Agents' representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or non- receipt and delivery or non-delivery of goods, postal matters or other correspondence.

24. Body Corporate staff and contractors.

Staff members or contractors employed by the Body Corporate are not available for the owners' or occupiers' personal work during normal working hours. Instructions to the staff or contractors are only to be given by the trustees or their agents. The Body Corporate is not responsible for any damage incurred by the staff or contractors of any nature whatsoever that may be caused to owners' or occupiers properties or units or personal effects.

25. Proprietary right to Conduct Rules

These rules remain the property of the Body Corporate and must remain on the property or in the unit when vacated. The rules may be amended from time to time at the discretion of the trustee, and in terms of the Constitution.

