

MANAGEMENT AND CONDUCT RULES FOR MANDERLEY MEWS
AS AMENDED FEBRUARY 1997

IN TERMS OF SECTION 35 (4) OF THE SECTIONAL TITLE ACT THESE RULES
SHALL BIND ALL OWNERS, OR ANY OCCUPANT OF A SECTION,
FURTHERMORE, IT PROVIDES THAT IT IS THE DUTY OF AN OWNER TO
ENSURE COMPLIANCE WITH SUCH RULES BY HIS OWN FAMILY,
EMPLOYEES, GUESTS AND BY THOSE OF HIS LESSEE OR OCCUPANT.

THESE RULES ARE FRAMED NOT BY WAY OF LIMITATIONS OF REASONABLE
RIGHTS OF OWNERS BUT TO ENSURE NO LOSS OF AMENITIES AND
CONSEQUENTLY NO LOSS OF VALUE TO OWNERS.
IT WILL BE THE DUTY OF THE TRUSTEES TO COMPEL COMPLIANCE.

- I. An Owner or other Occupant of any Unit shall NOT, save with the prior written consent of the Body Corporate as represented by their Trustees.
 - a) Alter or add to, structurally or decoratively externally, including doors and windows of their Unit, or portion of the premises whether occupied as of a right or not;
 - b) Alterations on items of maintenance to Units should be restricted between 08h00 and 17h00 Monday to Fridays and 08h00 to 12h00. Saturdays, Sundays and Public Holidays;
 - c) Erect Awnings, only by written consent of the Trustees, who shall be empowered to impose such conditions as they deem necessary;
 - d) Use a Unit for other than strictly residential purposes;
 - e) Hold or permit to be held, any auction sale in any portion of the Complex or display any Signs, Notices or Advertisement in or outside the buildings or any portion thereof;
 - f) Erect any tent or other structural or alter or remove any shrub, tree or plant/pot plant in the garden/common property;
 - g) Expose from or otherwise make visible from any Unit Balcony or Window or elsewhere, any washing or articles being wired or cleaned; No storage of Surfboards, Bicycles, Fishing Rods etc. on Balconies; No TV or other aerals to protrude from Windows and/or Balconies;
 - h) The number of persons per Unit not to exceed six (6), unless prior permission is



obtained from the Board of Trustees;

- i) LITTER - No Owner or Occupant of a Unit may deposit or throw any rubbish including: dirt, cigarette butts, food scraps or any other litter whatsoever onto any part of the common property nor may he allow any other person to do so.

2. An owner of any Unit shall:

- a) Ensure that his/her name together with those of his/her family or other persons, permanent residing with them and over the age of sixteen (16) is entered in the Register kept for that purpose by the Trustees.
- b) Ensure that, in case of a non-residing Owner, his/her name, full physical and postal address and telephone number/s, are likewise recorded in the Register.
- c) Not neglect to repair within seven (7) days any window pane broken from what-so-ever cause (other than a willful act of a Servant of the (Body Corporate) in any premises which he/she is entitled to occupy.
The cleaning of windows is the responsibility of the Occupier, and these are to be maintained in a clean state.
- d) AWNINGS - All external awnings are the responsibility of the particular Unit where they have been erected and must be maintained by the Owner concerned. No further Awnings may be erected without permission from the Trustees which shall not be unreasonably withheld provided set standards are upheld.
- e) SECURITY GATES - Security Gates fitted on Units are to be kept in a good state of repair. It is the Unit Owners responsibility after written notice to repair or replace same.
- f) Not allow the part of the building which he/she has ownership or occupation to become insanitary, or accumulated with rubbish, a danger to health or otherwise dirty or untidy. Not keep on the Body Corporate's property any materials of a dangerous or explosive nature, the keeping of which contravenes any statute or local Regulations of By-Law or constitutes a nuisance to occupants or other portions of the building, or voids or renders void, any Insurance effected by the Body Corporate, or would result in the increase in the rate of such Insurance.
- g) Not permit anything to be done in such Unit or upon any other portion of the building or property which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the Body Corporate's premises, or permit or make any disturbance or allow his Children, Guests, Tenants or any other persons for whom he is responsible, to make any disturbance or noise which, in the opinion of the Body Corporate or its Trustees, in their sole discretion, would constitute an invasion of the



right or privacy of other occupiers of the Units.

- h) Ensure that any drain pipes in or from such Unit shall be maintained, cleaned and unobstructed from time to time and shall forthwith in the event of them becoming obstructed, have same cleaned at his/her expense.
- i) At his/her own expense forthwith make good all damage done, whether accidentally or otherwise, to any part of the Body Corporate's property by him/herself or any other member of his/her household or an of his/her Servants, Invitees or Guests, on demand by any of the Trustees.
- j) Observe the following specific Regulations and also ensure observance by his/her Children, Tenants, Guests, or any other persons for whom he/she is responsible:
 - i) Owners and/or Tenants may not do work of a heavy or noisy nature or spray paint motor cars, motor cycles, or scooters in the Complex, unless written permission is obtained from the Board of Trustees,
 - ii) Not allow TV/Hifi or any amplified music to be played that it could be a nuisance to neighbours,
 - iii) Fire Hoses are not to be used for washing motor vehicles, motor bicycles or bicycles etc.

3. **ANIMALS/REPTILES/BIRDS:**

An Owner or Occupier of a Unit may not keep any animal, reptile or bird in a Unit, or any part of the Common Property, unless he/she first obtains the written consent of the Trustees to do so.

4. **HOUSEHOLD REFUSE**

Only household refuse in bags securely tied at the top and placed by your garage door will be collected by the Gardener every morning Monday to Friday 7 - 8.30 am and stored in Otterman bins. There will be no collection Saturdays, Sundays and Public Holidays.

For Saturdays, Sundays and Public Holidays please put your household refuse in carrybags, tied securely at the top and place into the Bins provided - situated against the wall of No. 8 unit and between Units 4 and 5.

Please ensure that bags are put outside your Unit timeously for the Gardener to collect in the mornings.



No liquid substances to be placed in bags as this causes spillage/leakage.

Broken glass to be well wrapped in thick newspaper before putting into bags.

5. **GARDEN REFUSE**

Garden refuse etc to be put into bags obtainable from the Borough Council Office, also to be securely tied at the top and left outside your Unit to be collected Monday to Friday only.

Large refuse from cutting trees, bricks, earth etc. are for your own disposal (take to Refuse Dump), and under no circumstances to be placed on the road verge.

6. **SERVANTS OF THE BODY CORPORATE**

Servants are not permitted to do any errands or work of any private nature for any Owner/Tenant during their normal working hours of employment.

7. **CHILDREN**

NO DISORDERLY CONDUCT OR ACT BY ANY UNIT OWNER OR OCCUPIER OR THEIR CHILDREN OR VISITORS' CHILDREN WHICH WILL CAUSE DAMAGE, INCONVENIENCE OR DISTURBANCE TO UNIT OWNERS/OCCUPIERS IS PERMITTED. THIS COMPLEX IS NOTED FOR ITS QUIET AND PEACEFUL EXISTENCE - PLEASE KEEP IT THAT WAY.

THIS INCLUDES:

No Skate Boards, Roller Skates or Bicycles to be ridden inside the Complex - this is for the protection of the children who reside in the Complex and also prevent damage to motor vehicles which enter the premises.

No Balls to be hit or thrown against any walls of the Complex.

No Children allowed in the Refuse store room.

No scribbling, writing or painting on walls.

No Children to climb on walls/security gates.

No Children are to play with outside water taps.

8. **LETTING**

No holiday letting. No garage to be made available for temporary or permanent accommodation.

9. **RENTING**

An Owner shall be entitled to rent his/her Unit, on condition that:

1. The tenant has been interviewed and accepted by the Trustees prior to a Lease being drawn and that a copy of the Lease is forwarded to the Managing Agents.
2. The Tenant in question has, prior to taking possession, lodged with the Trustees a Statement acknowledging that he/she has been handed a copy of the House Rules which he/she undertakes to observe.

10. **PARKING**

No Owner /Tenant or Visitor is to use the entrance as an exist or vice versa. There are signs which are clearly visible indicating the entrance/exit to the Complex. Ignoring these signs not only constitutes an infringement of the Rules, but could be the cause of an accident.

Each Unit has one lock-up garage and sufficient space for parking a second car parallel to their garage with the exception of Unit Nos. 5, 12 and 16 who have reserved parks clearly marked in the Complex.

For Units 5, 6, 7, 8 and 13, 14, 15, 16, - please have consideration for others and do NOT flush-park cars across garage doors, as this causes an obstruction to Owner/Occupants opposite -- this is the roadway through the Complex

The parking of any vehicle that inconveniences any resident of Manderly Mews or impedes the free flow of traffic within the complex cannot be allowed to park within the premises.

No parking on the grass and no parking in the entrance/exit areas.

Only Residents cars to be parked inside the Complex, therefore please advise your Guests/Visitors/Relatives that there is ample parking on the Newlands Drive road verge opposite the Complex, as they are NOT permitted inside the Complex.

Allocated visitors parkings to be used strictly for visitors and guests (guests in this context and invited visitor for a temporary stay).



No caravans, boats or trailers may be parked on the common property.

11. **SERVANTS**

Owners/Tenants must ensure that their domestic servants comply with the Rules, and it must be impressed upon them not to loiter or carry on noisy conversations in the Complex.

12. a) **COMPLAINTS** - Only Complaints clearly written and signed will be attended to, and
b) **SUGGESTIONS** - Any Suggestion you may have for the smooth running of the Complex, clearly written and signed, will be discussed by the Board of Trustees.

Letter/s regarding the above must be addressed to the Managing Agents.

13. **SWIMMING POOL RULES** - Swimming is at your own risk.

- a) No food/drink to be consumed in the pool or on the immediate paving surrounding the pool.
- b) No glasses or glass bottles to be left on the immediate paving around the pool.
- c) Excessive boisterous behavior will not be tolerated in the pool area at any time - please consider other pool users.
- d) CHILDREN, 12 YEARS AND UNDER are to be accompanied by an adult whilst in the pool area. The Pool area is not a playground.

It is every parents' responsibility to ensure that their children are adequately supervised.

- e) It is also the responsibility of all pool and braai area users to leave the whole area in a neat, tidy and clean condition after use. A bin is provided - please make use of it. No disposable nappies to be put in the bin.
- f) The gate to the pool/braai area must be kept closed at all times, and locked when the pool area is not in use.
- g) No sandy feet or greasy hands are to be washed in the pool.
- h) The pool is essentially for residents only. Prior permission from the Trustees must be obtained should residents wish to entertain their guests in this area.



- i) Non-Unit Owners (Tenants) are granted use of the pool subject to these Rules and should they not adhere to them, the privilege will be withdrawn.
 - j) No ball games are allowed within the precinct of the pool.
 - k) No dogs or animals are allowed in the swimming pool area.
 - l) No one under any circumstances is to interfere with the working of either the filter or the pool cleaner/pill container. These items are costly, please respect them. Should there be a problem, please contact either the Chairperson or a Trustee Member.
14. Should any Owner persist after fourteen (14) days notice in writing in not restoring the premises or otherwise not complying with the provisions of these Regulations, or if the Owner violates the provisions or any Regulations without the consent of the Board of Trustees as represented by their Trustees, and persists in such violation, the Trustees shall be entitled to remedy the Owner's failure and recover the reasonable cost of doing so together with all litigation costs, including Client and Attorney costs from the said Owner.
15. Therefore any departure from the preceding rules must be applied for in writing and approved by the Trustees in writing giving the rationale for the approval.
16. **FOR THE PURPOSE OF THESE REGULATIONS THE TERMS:**
- a) "Unit" shall mean the Unit in respect of which the Owner has the right of occupation and, unless the context indicates to the contrary, shall include the garage.
 - b) "Owner" shall mean, in relation to each Unit, the person entitled to the use and occupation thereof in terms of the "Sectional Title Act, 1971" as amended, and shall also include any person to whom occupation of such Unit has been granted by the Owner thereof, as above defined, and in terms of these Regulations.

