

MERLOT BODY CORPORATE GUIDELINES & RULES

The aim of the under-mentioned guidelines & rules is to provide for the control, management, administration, use and enjoyment of the sections and the communal property of **MERLOT** in terms of Section 35 of the Sectional Titles Act No 95/1986 as amended ("The Act"). The following guidelines & rules will substitute the conduct rules contained in Annexure 9 of the regulations promulgated in terms of section 35(2)(b) of The Act.

VISION & VALUES

"Striving for a SAFE, HAPPY & HARMONIOUS community lifestyle!"

In the quest for a safe, happy and harmonious community, residents are obliged to use and enjoy the exclusive areas they own/occupy as well as the communal property, in accordance with their own rights, whilst not infringing the rights of others.

At all times it is advocated to practice good neighborliness, exercise tolerance, understanding and consideration for others and to follow the guidelines & rules as set out in this document.

Problems are inevitable. The problem solving approach that is strongly encouraged is one of approachability, discussion and informal resolution, because...

"...ladies and gentlemen do not need rules!"

DEFINITIONS

The following words or phrases will have the meanings assigned to them in terms of the definition clause of The Act and will in addition thereto mean:

"BODY CORPORATE"

The Body Corporate of the sectional title scheme known as Merlot, which Body Corporate will be responsible for the enforcement and management of the guidelines & rules, and for the control, administration and management of the communal property for the benefit of all the owners, which body corporate consists of all the registered owners of units in the scheme, and which Body Corporate is represented by the Trustees elected from time to time to act on behalf of the Body Corporate.

"COMMUNAL PROPERTY"

Any part of the land included in the scheme Merlot, as well as such parts of the building or buildings that are not included in a particular Section and which includes the entertainment area, communal pathways, driveways, gardens, communal gardens, open parking areas etc.

"EXCLUSIVE USE AREAS"

Part or parts of the communal property delineated on the registered Sectional Title Plan of the scheme for the exclusive use of the owner(s) or owners of one or more sections as contemplated in Section 27 of the Act. This may or may not include a garden, patio, detached garage, etc.

"LAND"

The land that forms part of the scheme Merlot as indicated on the registered Sectional Title Plan.

"SECTION"

A building or part of a building situated within the scheme and which is indicated as a section on the registered Sectional Title Plan of the scheme and registered into the name of an owner(s).

"TRUSTEES"

The representatives of the Body Corporate elected from time to time by the owners in the scheme.

"UNIT"

A section together with its undivided share in the communal property apportioned to that section in accordance with the participation quota

"MANAGEMENT AGENT"

Agent as appointed by the Trustees that act on behalf of the Body Corporate, as instructed by the Trustees, as per the contract entered into.

"RESIDENTS"

All persons who stay or live in the sectional title scheme known as Merlot, be they, tenants, owners or occupants of any nature.

"BOARDWALK MEANDER HOME OWNER'S ASSOCIATION"

A Section 21 company was formed to represent and to administer and manage all shared facilities, which include the pool, squash court, club house, tennis court, security, and gardens.

BINDING NATURE

These guidelines & rules shall be binding on the owner/resident, and it shall be the duty of the owner to ensure compliance with these guidelines & rules by his lessee or occupant including employees, guests and any member of his family, his lessee or his occupant.

Without derogating from the provisions and generalities of the prescribed guidelines & rules pertaining to duties of owners and occupants, further provision for the control, management, use and enjoyment of the units and communal property shall be set out.

All owners/residents are subject to the guidelines & rules of the Boardwalk Meander Home Owners Association.

RESPONSIBILITY OF OWNERS

It is the responsibility of every owner to bring to the attention of all residents within the scheme the contents of these guidelines & rules.

The guidelines & rules shall apply *ipso facto* to residents and all persons who have obtained a right of occupation of a section in whatever manner. These guidelines & rules will take preference over any agreement by which such a right of occupation was granted.

The guidelines & rules shall apply *ipso facto* to visitors/guests of owners/residents as well as to any person entering the property belonging to the scheme Merlot and it is the responsibility of the owner/resident to see to it that their visitors/guests and any other persons follow the guidelines & rules as set out in this document.

Any transgression of these guidelines & rules by residents or visitors/guests, will be regarded as a transgression by the owner and the necessary disciplinary action will be taken against the relevant owner.

The communal property of the scheme Merlot shall jointly belong to all the registered owners of units in the said scheme and it is the duty of each owner/resident to protect any part thereof.

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1. GARDENS

- 1.1** No plants, flowers and trees may be planted in, or removed, from the communal gardens, or irrigation equipment installed, altered or removed before written permission is received from the Trustees.
- 1.2** Dumping of garden refuse and rubble onto vacant sites or side of roads is forbidden. Garden refuse and rubble must be placed into containers acceptable to the garden services.
- 1.3** Garden refuse removal is the responsibility of the owner/resident or by prior arrangement with the garden service. Any cost associated with this will be born by the owner/resident.
- 1.4** An owner/resident of a unit shall maintain their exclusive use area, with respect to a garden area, in a neat and tidy condition.
- 1.5** Any owner/resident with rights to an exclusive use area, which is a garden area, shall be responsible for watering that garden area and all local authority rules or special regulations regarding water usage shall be adhered to. The owner/resident shall be liable for any fines imposed by the local authority on any owner/resident found not adhering to special regulations such as water restrictions. The Body Corporate, if it is required to pay such a fine, shall be entitled to recover the amount from the owner/resident.
- 1.6** Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Trustees. Any damage caused will be repaired on instruction of the Trustees and any costs associated with this will be for the account of the owner/resident.
- 1.7** Owners/residents may not interact directly with the garden service staff under any circumstance.

2. REMOVAL OF RUBBISH

- 2.1** Refuse or refuse containers must be stored neatly and may not be visible from the communal property. Only one refuse bin per guest are allowed.
- 2.2** Owners/residents shall make their own arrangements for the removal of refuse that exceeds the limit of one bin per unit per week.
- 2.3** Refuse may not contain any substances that are forbidden by the regulations issued by the City Council/contractor; for example, broken glass should be wrapped in a double layer of newspaper before placing it in a refuse bag. Refuse bags and containers must be kept clean and hygienic.
- 2.4** No refuse may be placed on any part of the communal property where it is visible from any part of the communal property, unless it is in a container. Each owner/resident must see to it that all refuse is placed in a suitable bag and placed in the containers provided.

- 2.5** Refuse bins will be collected once a week, as advised. On such a day owners/residents must ensure that their refuse bins are placed outside their unit on the communal property, so as not to obstruct traffic, and where they will be visible and accessible, otherwise the bin will not be emptied.

3. VEHICLES (including cars, motorcycles, trailers, etc.)

- 3.1** No owner/resident/visitor/guest may park or leave, or allow to be parked or left, a vehicle or motorcycle on the communal property or in the thoroughfare(s) or on any non-demarcated parking area without the written consent of the Trustees first having been obtained.
- 3.2** The Trustees may have any vehicle or motorcycle standing or left on the communal property or in a thoroughfare reserved for vehicles/motorcycles removed or towed away at the cost of and the risk of the owner/resident concerned.
- 3.3** Vehicles of owners/residents/visitors/guests may not leak oil or brake fluid on any parking or undercover parking areas or spaces reserved for parking or damage such areas in any way. Any spillage caused will be repaired on instruction of the Trustees and any costs associated with this will be for the account of the owner/resident.
- 3.4** No owner/resident shall be allowed to take apart any vehicle or undertake extensive repair work to it or to any part thereof within any part of the scheme that is visible to any of the others residents in the scheme.
- 3.5** No large vehicle or vehicles designed for public carriage, other than for furniture removal purposes, may enter or park in the scheme.
- 3.6** Vehicles may not be driven at speeds faster than 15 kilometers per hour on any part of the communal property and the presence of pedestrians and children must be noted and respected at all times. Normal rules of the road shall be applied at all times, such as traveling on the left side of the road etc.
- 3.7** Owners/residents/visitors/guests may not activate the horns of their vehicles or sirens or any like apparatus, unless done so in the case of an emergency.
- 3.8** Visitors may only park their vehicles/motorcycles within the designated areas specifically reserved for this purpose.
- 3.9** Two vehicles may not be parked in one parking bay or garage if they protrude beyond the designated parking area.
- 3.10** Vehicles may not be driven within the communal property in any manner that creates a nuisance or is considered by the Body Corporate not to be in the interest of safety.
- 3.11** Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid on to the communal property or that are not roadworthy may not be parked on the communal property other than for such short periods as may be approved by the Trustees in writing.

- 3.12** Parking of vehicles upon the communal property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall attach to the Body Corporate or its agents or employees for any loss or damage of whatever nature sustained by any person who parks on the communal property.
- 3.13** The owners/residents of a unit may not park more than two vehicles on the premises on a permanent basis without the written permission of the Trustees. All residents are required to park their vehicles inside the garages and must not use the visitors parking on the common property.
- 3.14** Visitors parking is available for short periods of time at Vineyard Village club house parking area as provided by the Boardwalk Meander H.O.A.

4. ANIMALS & PETS

- 4.1** No animals or pets shall be permitted in or on the sections or units or communal property without written permission of the Trustees. However, the Trustees may withdraw such permission should any condition laid down during approval be broken.
- 4.2** The prime condition of approval for keeping animals/pets is that they do not pose a nuisance to other residents. It is thereby implied that owners/residents should take the necessary precautions to ensure that animals do not become a nuisance or pose a threat to others.
- 4.3** When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet, and the pet's behavior. Should complaints be received regarding your pets' needs not being taken into consideration, the issue will be reported to the SPCA, and the Trustees reserve the right to withdraw permission for keeping the pet. Pets that are considered a danger to other tenants, workers and children will not be allowed.
- 4.4** Dogs must be controlled properly by means of a leash when they are moving about on the communal property or any section of the scheme. Also refer to Boardwalk Meander rules.
- 4.5** Animals may not litter or damage any part of the communal property or any part of the scheme at all. The owner of the animal/pet must dispose of any excrement left behind by an animal/pet on communal property.
- 4.6** Owners of pets shall always take care that they obey the Animal Protection Act and should it appear that they transgress the terms of this Act, the Trustees shall have the right to enter the particular section and at the risk of the owner/resident/tenant/occupant, accompanied by representatives of the authorities concerned or without them, in order to take the necessary action.
- 4.7** Cats are to be neutered and dogs sterilized. All dogs and cats have to wear an identification tag indicating a relevant contact number. Any pet found on communal property without an identification tag, will be handed over to the SPCA.
- 4.8** The owner of an animal/pet will be held liable for any damages caused by the animal/pet.

5. ARCHITECTURAL STANDARDS

- 5.1** Owners/residents of sections may not attach anything such as shade netting, car ports, lapas, louvers, verandas, awnings, huts etc. to the outside of their units or to the communal property in the scheme, including to balconies, patios, verandahs and gardens which, in the opinion of the Trustees, has an effect on the outside appearance of the unit or the aesthetic look of the communal property and complex, unless approved in writing by the Trustees and which written approved plan must prescribe the nature, design and colour of the apparatus to be attached or installed as well as the manner in which it will be attached or installed.
- 5.2** An owner/resident of a unit shall not erect or place a Wendy House or any such external structures that may be construed as a Wendy house on any part of the unit, exclusive use area or communal property.
- 5.3** An owner or someone authorized by the owner may:
- 5.3.1** Not install any locking device, security gate, burglar bars or other security apparatus for the protection of the section, or install a TV antenna, satellite dish or similar device, air-conditioning unit, any form of structure that will be permanently attached to the outer walls of the residential units or apparatus to keep out animals or insects; **provided that** the written approval of the Trustees was obtained prior to such installation, which approval must prescribe the nature and design of the apparatus to be installed as well as the manner in which it will be installed, and that such design shall not detract from the aesthetic look of the complex.
- Burglar bars installed for security purposes must conform to accepted industry standards for which approval by the Trustees will not be unreasonably withheld. Accepted nature and design of burglar bars must be obtained from the Trustees.
- 5.3.2** An owner or occupier of a unit shall not mark, paint, drive nails or screws of the like into, or otherwise damage, or alter, any part of the communal property without first obtaining the written approval of the Trustees.
- 5.3.3** Owners/residents of sections in the scheme may not attach any sign, notice, notice board or advertisement of any nature whatsoever on any part of the communal property or a section thereof if it is visible from the outside of the section without written permission from the Trustees.
- 5.4** An owner/resident may install a pool or permanent water feature only after obtaining written approval from the Trustees, and in applying for the approval the following conditions of this installation need to be met:
- 5.4.1** A design of the pool or water feature by a reputable pool company
- 5.4.2** An electrical design and change design on the electrical connection of the pool. On completion of the pool or water feature a copy of the new electrical certification certificate needs to be handed to the Trustees. Install a water meter which will be read by the body corporate / Managing Agent.
- 5.4.3** Establish that there are no pipes, wires, etc. running underneath the proposed building site that will be affected.
- 5.4.4** The owner/resident takes full responsibility for any damages caused to the communal property during the course of building, and subsequently after building has been completed, up to a period of five years, if it can be established that the damage to the communal property was due to the building that was done.

- 5.4.5** No construction vehicles will be allowed in through the little gates into Merlot. Construction vehicles are to remain on the tarred road.
- 5.4.6** Building will happen so as to cause the minimum inconvenience to fellow residents. Building should take place during reasonable times.
- 5.4.7** Backwash water will be channeled to a storm water drain via a non-permanent pipe.
- 5.4.8** At no time may any building material or rubble stand on the communal property, unless the Trustees have granted special permission.
- 5.4.9** Furthermore, the owner/resident will accept that an additional levy will be charged for the additional water usage.
- 5.4.10** Additional lights installed in the gardens of each unit must conform to a reasonable number and standard as determined by the Trustees.

6. BUILDING MAINTENANCE

6.1 If an owner:

- fails to repair or maintain his unit in a state of good repair as required by the Sectional Titles Act 95 of 1986; or
- fails to maintain adequately any areas of the communal property allocated for his exclusive use and enjoyment,

and such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Trustees or the Managing Agent on their behalf, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

- 6.2** An owner shall keep their unit free of termites, boring insects and other insects that destroy wood and or gardens, and shall for this purpose, allow the Trustees, the Manager and their authorized agents or employees access to the section from time to time to inspect the section and to take such steps as is deemed necessary in order to exterminate such pests.
- 6.3** The cost of inspection, the extermination of such pests found within the section and the replacing of any wood or other material forming part of such section damaged by such pests, shall be borne by the owner of the particular unit.

7. BUSINESS ACTIVITIES

- 7.1** No business, trade or profession may be conducted on the communal property or in a section thereof without the written permission of the Trustees.
- 7.2** No auctions, sales or jumble sales may be held on the communal property or in a section.
- 7.3** No advertisement or publicity material may be distributed or exhibited on the communal property.

8. LETTING OF UNITS

- 8.1** If any person other than the owner occupies a unit at any time, such occupier shall be obliged to comply with these Merlot guidelines & rules, notwithstanding any provision to the contrary contained in any lease or any grant or rights of occupancy.
- 8.2** The owner of a unit shall provide the occupier with a copy of the Merlot guidelines & rules and obtain a written receipt that shall be retained by the Trustees.
- 8.3** The owner of a unit shall notify the Management Agent in writing at least 14 days prior to occupation, of the full names and contact details of the occupier and of the period of such occupation.
- 8.4** Refer Boardwalk Meander estate rules.

9. NOISE MANAGEMENT

- 9.1** All owners/residents are responsible for the behavior of their visitors/guests. Noise levels should be kept to the absolute minimum at all times.
- 9.2** Radios and musical instruments, TV's and Hi Fi's shall be used in such a way as to not cause a nuisance or disturbance to any unit, section or resident in the scheme.
- 9.3** Absolute silence should be maintained:
 - 9.3.1** After 22h00 on Sundays to Thursdays
 - 9.3.2** After 24H00 on Fridays and Saturdays
 - 9.3.3** Before 09h00 on a Saturday, Sunday and Public Holiday morning
 - 9.3.4** Between 15h00 and 18h00 on a Sunday afternoon
- 9.4** The Body Corporate should be notified of any social gatherings, which will be attended by an extensive number of guests, which might lead to the disturbance of other residents.
- 9.5** All noisy work and especially construction, is to be limited to weekdays between 08h00 and 17h00, with noisy work not to be undertaken on Saturdays, Sundays or Public Holidays.
- 9.6** Any DIY work (e.g. mowing of lawns, hammering, drilling, etc.) that may cause an inconvenience in terms of noise, should be done at a reasonable hour. As a courtesy towards your neighbours, discuss the intent and potential impact of DIY work planned.
- 9.7** Social functions are to be limited to a size and noise level having due regard for other residents and the size of the apartment where the function is to be held.
- 9.8** Staff, private employees and their visitors/guests must make every effort to perform their duties quietly and avoid vocal disturbance on the communal property.

10. SECURITY

- 10.1** Owners/residents must abide by the security procedures of the Boardwalk Meander Home Owner's Association.
- 10.2** Any problems must be addressed in writing through the Management Agent.
- 10.3** At no time should an owner/resident tamper with any security device(s).

11. ISSUE RESOLUTION

- 11.1** In the spirit of good neighborliness, owners/residents should attempt to resolve issues directly.
- 11.2** Where discussion does not resolve the issue, a written complaint must be submitted to the Management Agent. Such written complaint must provide full facts of the problem and if possible suggest a constructive solution.
- 11.3** The management agent in consultation with the trustees will process the issue and take necessary action.

12. COMMUNICATION CHANNELS

- 12.1** The primary form of communication between owners/residents and Trustees is through the Management Agent.
- 12.2** The primary form of communication to owners/residents is with the monthly statements.
- 12.3** Where a matter is more urgent and cannot wait for mailing of monthly statements, this communication will be forwarded according to the Trustees discussion, where e-mail addresses of owners/residents are available, urgent communications will also be forwarded via e-mail.
- 12.4** It is the responsibility of each resident to check the mail for urgent announcements.

13. GENERAL GUIDELINES

- 13.1** No objects of any nature may be left or stored anywhere in, on or upon the communal property; otherwise said objects will be removed by the Trustees.
- 13.2** An owner/resident of a section may not dump, throw or cause to be dumped or thrown, any litter, including rubbish, cigarette butts, leftover food or any other form of rubbish on the communal property.
- 13.3** With regard to any washing or laundry, the following applies:
- 13.3.1** An owner/resident of a section may hang their washing only in the courtyard area specifically designated for this purpose.
 - 13.3.2** No clothes or other washing may be visible from the outside of any unit/section.
 - 13.3.3** Any washing hung out to dry at a unit in the designated washing line areas, is at the sole risk of the owner/resident.
- 13.4** An owner/resident may not store any material or carry out any other dangerous actions, cause it to be carried out, or allow it to be carried out in a section that is occupied or on the communal property if it can or will bring about an increase in the tariff of the premium payable by the Body Corporate on any other insurance policy.
- 13.5** No hobbies or any other activities shall be practiced on the communal property if it might cause a disturbance to other residents.
- 13.6** No hawkers will be allowed on communal property.
- 13.7** The making of open fires is restricted to exclusive use areas and is only permitted on the basis that such fires do not cause any nuisance to other residents (such as ashes and smoke) and do not cause a fire hazard to the scheme and other residents. Owners/residents transgressing this rule will be held personally liable for any damage that may be caused.
- 13.8** The discharging of firearms, pellet guns or fireworks, as well as the throwing of stones or solid objects is strictly prohibited anywhere on the land.
- 13.9** Owners/residents shall control their children as well as the children of their visitors/guests in such a way that nothing may be damaged, and the children are not a nuisance to other residents. Owners/residents/visitors/guests are responsible for the safety of their children on the communal property.
- 13.10** Owners/residents are responsible for the health and safety of any servants/laborers/contractors and must also ensure that they do not cause a nuisance to other residents. Toilet and washing facilities for servants/laborers/contractors are also the responsibility of the owner/resident. Communal toilets are available. Arrangements can be made by the Managing Agent or Trustees.
- 13.11** No person may be accommodated in any garage or store any items in his garage that will prevent them to park their vehicle in the garage.
- 13.12** The City Council regulations stipulate that, as a rule, two adults per bedroom are allowed to permanently reside in a house. A three-bedroom house may therefore not have more than six people in total residing in it on a permanent basis. For example, either six adults, or four adults and two children, etc.

- 13.13** The owner/resident is responsible for the maintenance and neatness of their exclusive use areas.
- 13.14** The Body Corporate/Managing Agents/Trustees/Body Corporate staff shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, or his employee or staff or his relative, friend, acquaintance, visitor, invitee or guest may sustain physically or to his or their property, directly or indirectly, in or about the communal property or in the individuals units by reason of any defect in the communal property, its amenities or in the individuals units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, staff, agents or contractors.
- 13.15** The Body Corporate/Managing Agents/Trustees/Body Corporate staff shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and the delivery or non-delivery of goods, postal matter or other property.
- 13.16** Any queries relating to Merlot or the BOARDWALK MEANDER HOME OWNER'S ASSOCIATION should be addressed to the Management Agent, who will direct the query to the relevant trustee(s).

14. LEVIES

- 14.1** Levies as approved by the Body Corporate are payable in advance before the 1st of each month.

**Merlot Trustees
September 2006**