

Carmel Gardens Home Owners' Association

RULES AND REGULATIONS (INCLUDING BUILDING & HOUSE RULES)

Prepared by



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BUILDING RULES:

All alterations or new Buildings must be in accordance with the **CARMEL GARDENS HOME OWNERS' ASSOCIATION**, Building rules and regulations, as set out herein and any amendments that may occur from time to time.

The said rules and regulations must further comply with the National Building Regulations Act No. 103 of 1977(as amended from time to time). Any person wishing to make any alterations externally to their home, must obtain the permission of the Home Owners' Association Committee, in writing.

1. HARMONIOUS APPEARANCE

The building rules prohibit the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee from sanctioning any buildings and/or alterations, which will affect the harmonious appearance of **CARMEL GARDENS**.

1.1 No uncontrolled exterior changes and anything visible from the outside, which will introduce an inharmonious element, will be tolerated.

1.2 The owner or occupier of a unit used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, in the discretion of the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** committee, is aesthetically displeasing or undesirable when viewed from the outside of the section.

1.3 The building is to be of a pleasing design and to conform to future investments.

2. An owner must allow any person who is authorised in writing by the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee to enter his or her section or exclusive use area to inspect or repair water pipes, electric cables or ducts which effect any other section or the common property, or to make sure that the section is not being used in contravention of the requirements of the Act or Rules. Except in an emergency, notice must be given and access must be at a reasonable hour.

3. All owners are to keep their section in a good state of repair. If an owner fails to do so, the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee may carry out the repairs or maintenance and recover the costs from the owner.

3.1 All repairs and maintenance are the responsibility of the owner of the section. Should the owner fail to carry out essential maintenance, the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee can arrange for the work to be done, in which case the costs of the repairs, together with a 10% (TEN PERCENT) surcharge will be recovered from the owner of the section.

3.2 The owner will also be responsible for interest at the rate of 20% (TWENTY PERCENT) per annum, and any legal costs that may be incurred on an Attorney and own client scale inclusive of collection commission.

3.3 Should the owner have tenants residing in his or her section, then the owner is to be contacted to effect repairs.

4. The owner must:-

4.1 Use his or her section or the common property in such a way as not to interfere with the rights of any other owner or resident.

- 4.2 Not use a section for any purpose for which it is not intended, except with the written consent of all the other owners and the said consent must be confirmed by the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee.
 - 4.3 Not use a section, exclusive use area or any part of the common property in such a way as to injure the reputation of the scheme.
 - 4.4 Not contravene any law, by-law or regulation regarding the building or common property.
 - 4.5 Not make any changes, which might affect the safety or stability of the building.
 - 4.6 Not construct or build anything on an Exclusive Use Area without the written consent of the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee.
 - 4.7 Not mark, paint or drive screws or nails into walls or any other parts of the common property without first obtaining the consent of the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee.
 - 4.8 Not fit any security gates, burglar bars or other safety devices that are not of suitable design, style and manner of installation. The owner is to obtain the committee's approval before installation. Notwithstanding the above, the owner or person authorised by him may install any locking device, safety gate, burglar bars or other safety device for the protection of his property or any screen or other device to prevent the entry of animals or insects.
5. Any alterations or new buildings must receive the approval of the immediate affected neighbours before the plan is submitted to **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee or Building Inspectors for approval. All such alterations and/or new buildings must be in accordance with the National Building Regulations Act 103 of 1977 and **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Building rules and regulations approved by the shareholders as amended from time to time.
- 5.1 The owner must not contravene any law, by-law or regulation regarding the building or common property. The aforesaid shall include any further exterior alterations or additions to the property, walls, car ports & garages, any attachments or brackets whatsoever. All such applications must include a plan of the intended alteration or addition.
 - 5.2 No application shall be unreasonably withheld, provided that such alteration or addition is deemed to be aesthetically and structurally acceptable and not in contrast to the existing buildings or to be of an inferior nature or quality.
6. Prior to commencing, a rough sketch drawing is to be made to scale with measurements and the owner is to obtain approval in writing from the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee before proper drawing plans can be submitted to Buffalo City Building Regulations. Work cannot commence until after approval from the Buffalo City Building Regulations and final approval from **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee.
7. No building operations are allowed from 1st December to 15th January. (Painting excluded)
8. Any alterations effected to the existing dwelling in so far as distances from the roads outlining the security wall etc. is concerned, must be confirmed by the **CARMEL GARDENS HOME OWNERS' ASSOCIATION**.
9. Braai areas may be erected but should not be an inconvenience to neighbours (smoke blowing into neighbour's house or chimney in the way of his view). Owners may erect a roof over the braai area, but the consent of the immediate neighbour (subject to Rule 10) and the consent of the **CARMEL**

GARDENS HOME OWNERS' ASSOCIATION Committee is to be obtained, which consent shall not be unreasonably withheld. Solid roof rated as roofed area.

GENERAL

10. Storage Of Inflammatory Material And Dangerous Acts:

An owner or occupier shall not store any material, or do not permit or allow to be done any other dangerous act in the building or on the common property, which may or may not increase the rate of the premium paid by **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee on any insurance premium. The owner / tenant is responsible for insuring the contents of the premises, which he / she occupies.

11. Refuse Disposal:-

11.1 All owners are to maintain a hygienic receptacle for refuse within his section or his Exclusive Use Area.

11.2 For the purpose of refuse collection, black plastic refuse bags (dog repellent types), properly tied, must be used. No other receptacle should be used, (card committee boxes, paper bags, etc.).

11.3 No garden refuse is to be placed with the domestic refuse.

11.4 Refuse is currently collected by the Buffalo City Municipality on a Tuesday (or such other day as the Buffalo City Municipality determines, from time to time). Owners are requested to place their refuse in the refuse room of the complex, securely tied up in the approved black refuse bags. Refuse will not be allowed to be deposited on the common property on any other day.

12. Laundry:-

An owner should not erect a wash-line nor hang any washing or laundry from a building or buildings, or on common **CARMEL GARDENS HOME OWNERS' ASSOCIATION** property which may be offensive to others or especially a danger to children or persons by day or night.

13. Eradication of pests:

13.1 An owner shall keep his section clear of white ants, borer and other wood destroying insects and to this end shall permit **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee and their duly authorised agents or employees to enter his unit from time to time for the purpose of inspecting the unit and taking such action which may be reasonably necessary to eradicate any such pests.

13.2 The costs of the inspection, in 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 unit concerned.

14. Letting of units:

14.1 All tenant of units or other persons granted the right of occupancy by any owner of the relevant unit are obliged to comply with these rules, notwithstanding any provision to the contrary contained in any Lease or any grant of rights of occupancy.

14.2 All owners letting their units to tenants shall incorporate these rules and regulations into their lease agreement and ensure that the tenants acknowledge, in writing, receipt of these

rules and regulations and confirm that they will adhere to same. Their failure to do so may lead to their lease being terminated.

14.3 It is the owner's responsibility to ensure that their tenants receive and abide by these rules and regulations and to ensure that signed copies are furnished to the Carmel Gardens Home Owners' Association chairperson.

14.4 Owners, or their letting agents, shall immediately furnish the Chairperson with the full names and contact details of the lessee.

14.5 The owners are to ensure that their tenants are provided with a gate remote and a key for the refuse room, prior to the tenant taking occupancy.

15. Security

15.1 The security responsibility rests entirely on the owner of each share, regardless as to who's dwelling has been loaned or hired out. Each shareholder shall be responsible for the purchase of his own security gate remote and remains personally responsible for the use thereof.

15.2 No unauthorised person is to interfere with the electronic security gates.

15.3 All domestic employees are to furnish identification.

15.4 Only persons known to an occupant shall be allowed to enter the complex. Undesirable persons, hawkers and beggars should be discouraged.

16. Animals:

16.1 No livestock to be kept whatsoever.

16.2 No pets are allowed by tenants.

16.2.1 The owners of a unit are allowed 2 small dogs. No cats or large dogs allowed.

16.2.2 No unleashed dogs are allowed outside the owner's property.

16.2.3 Any "littering" caused by the owner's dog/s shall be removed immediately and disposed of.

16.3 If any pet becomes a nuisance to other owners or if complaints are received then the owner of such animal shall be obliged to take immediate steps to remedy such complaint or to remove the animal from the complex. Visitors are not allowed to bring their animals into the complex.

17. Children:

Parents are requested to ensure that their children respect other people's property. They may not climb over walls or gates or in any other way interfere or destroy trees or gardens. No sleeping or camping out on common property, hitting balls or climbing patio and carport poles or trees. Please respect other owners and contribute to the general peace and quiet in the complex.

18. Occupants:

No residential unit shall be occupied by more than 2 persons per bedroom contained in such unit.

19. Maintenance:

- 19.1 Owners are responsible for maintaining the buildings, property and gardens of individual units in the complex in a clean and orderly condition.
- 19.2 The colours selected for the exterior of buildings must be in accordance with the developer's range and no deviation will be allowed.
 - 19.2.1 Exterior Walls colour – Rice Paper
 - 19.2.2 Roof Colour – Dark Green (Plascon TRP25 or equally approved)
 - 19.2.3 Pillars – darker "earth" colour (Dulux D1811030 Polimino or equally approved)

20. Garages:

Garages are not to be used for accommodation.

21. Vehicles:

- 21.1 Owners and occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 21.2 Where possible, parking is to be kept to the parking bays and may not be parked in such a way as to obstruct access to any other property.
- 21.3 No owners / occupiers shall be allowed or allow repairs to any vehicle on any portion of the common property or in view of any other resident.
- 21.4 The speed in the complex is 15 km/h and should be strictly adhered to.

22. Employees

- 22.1 Staff are to be provided with toilet paper and are to be advised to leave the toilets in a clean manner.
- 22.2 No owner or tenant is to interfere with the garden staff or garden service employed by the **CARMEL GARDENS HOME OWNERS' ASSOCIATION.**

23. Disturbance

- 23.1 No owner, occupier or visitor may discharge a firearm, play loud music, ignite fireworks, shout or scream, blow whistles/ horns, create a commotion or do anything so as to disturb the peace and/or compromise the safety of others in the complex, at any time.
- 23.2 No loud music or parties to be allowed after 22h30
- 23.3 No Members shall cause or permit any disorderly conduct of whatsoever nature, inclusive of ritual killings, on his Erf or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other Member, occupant or staff of the Home Owners' Association.

24. Post Boxes

Post boxes, to be found at both entrances, are to be cleared on a daily basis.

25. Signs and Notices

No signs , advertisements or notices of any nature whatsoever are to be erected in or about the premises, without the written consent of the **CARMEL GARDENS HOME OWNERS' ASSOCIATION** Committee.

26. Use of Premises:

The premises may be used for residential purposes only. No business may be conducted at or from the premises, without the permission of the Home Owners' Association.

27. Rectitude: Honour / Goodness / Integrity

It is incumbent upon all owners / tenants that the occupation of the unit shall not be used for any purpose injurious to the reputation of the building or its occupants, any breach of the laws of the land, by-laws or ordinances, rules or regulations. Due consideration must be given to the occupants of neighbouring properties.

28. Payment of Levies and Service Charges

The payment of levies and services charges shall be paid by the 1st of each and every month, either by way of cash, debit order or electronic payment.

29. Responsibility:

It is the responsibility of all owners / tenants to bring these "House Rules" to the attention of all domestic employees as the owner is responsible for ensuring these conditions are complied with. The "House Rules" are not to be in conflict with any conditions contained in the Constitution and does not relieve the owner of complying with all conditions.

30. Fines

30.1 Contravention of any of these rules will lead to a fine being imposed after the first warning.

30.2 Any fine not paid within 30 days of receipt thereof, will be debited to the unit's levy account.

30.3 In the event of the property being rented, it shall be the owner's responsibility to collect any such outstanding fines from their tenant.

Dated at EAST LONDON this _____ day of _____ 20....
