
Linmeyer Garden Village

2 Plinlimmon Road, The Hill, Johannesburg, 2197 | **Tel:** 072 446 3868 | **Email:** info@linmeyergardenvillage.co.za



LINMEYER GARDEN VILLAGE

Residents Conduct Rules

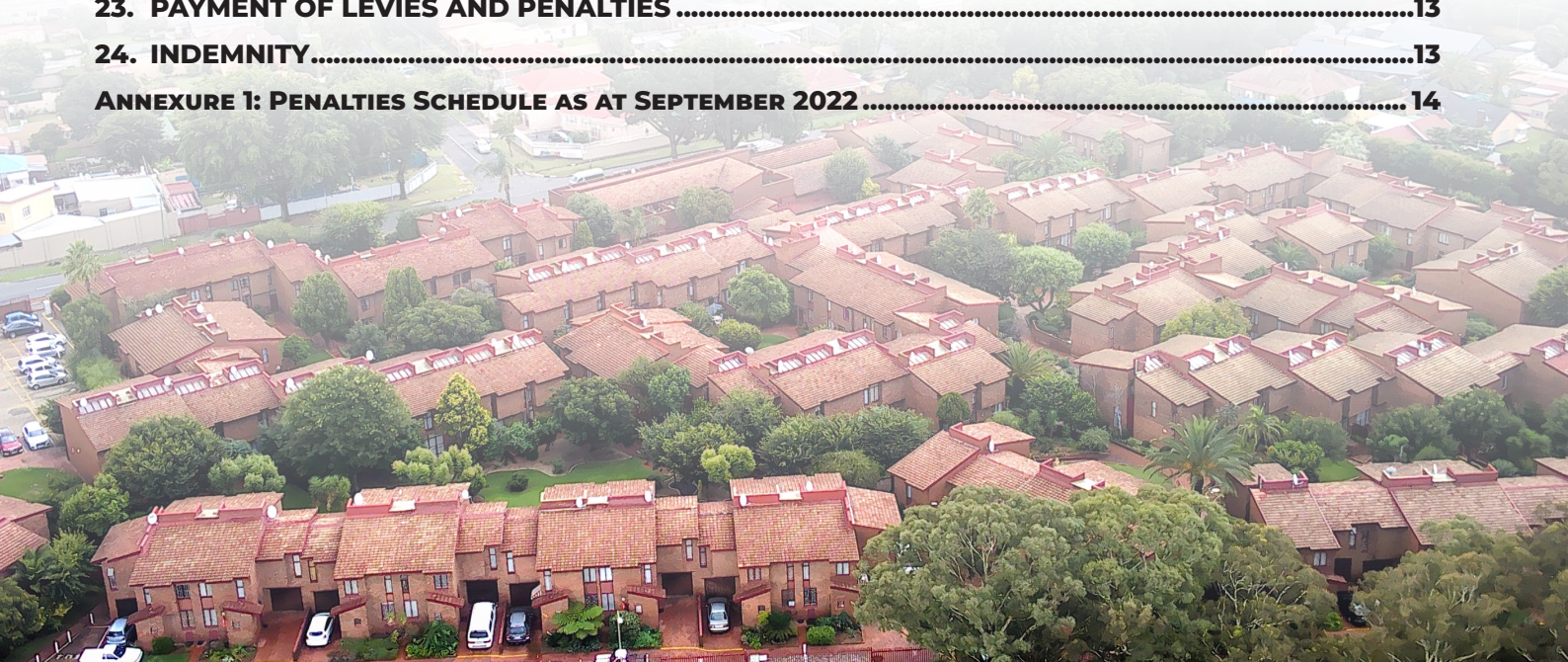
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Schemes Management Act, No. 8 of 2011**





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Welcome to your new home

INTRODUCTION:

The Sectional Titles Schemes Management Act, No. 8 of 2011 ("the STSM Act") requires that all schemes, from the date of establishment of their bodies corporate, must be regulated and managed using Conduct Rules.

What are the Resident's Code of Conduct Rules?

The Body Corporate draws up a set of rules that apply to the unit Owners and Tenants occupying the units within the Scheme, outlining the management of the Scheme and the expected conduct of the occupants in accordance with the 1986 Sectional Titles Act. These rules are applied to all Residents consistently, under the same circumstances.

Accordingly, the Conduct Rules regulate, manage, and administer the behaviour of Owners and Tenants in their use and enjoyment of the Common Property, including Exclusive Use Areas, and Sections.

All suggestions and constructive criticism are welcome. However, only those submitted in writing to the Trustees shall be considered.





1. DEFINITIONS

In these Rules, the following terms shall have the meanings assigned to them hereunder:

Term:	Meaning:
“AGM”	Annual General Meeting: A meeting of all members of the Body Corporate, held once a year.
“Act”	The Sectional Titles Act 95 of 1986 (as amended).
“Body Corporate”	The legal entity that exists to manage and control the common property, made up of all owners of units in the scheme. Represented by Trustees.
“Chairman”	The head of the Board of Trustees who’s primary role is chairing owner and trustee meetings. He is elected by the Trustees at their first meeting after the AGM.
“Common Property”	The land and parts of the Scheme not included in a Unit.
“Exclusive Use Area”	A part of the Common Property allocated for the exclusive use of an Owner of a Unit.
“Managing Agent”	An entity; be it a company, close corporation, or person, appointed by the Body Corporate to administer the affairs of the Body Corporate. Appointed through a management contract concluded between the entity and the Body Corporate.
“Natural Person”	A living human being, with certain rights and responsibilities under the law.
“Owner”	The registered Owner of a Unit in the Scheme known as Linmeyer Garden Village.
“Resident”	Any person, including but not limited to an owner, who legally occupies a Unit at Linmeyer Garden Village, and who is bound by these Rules and the provisions of the Act.
“SGM”	Special General Meeting: A meeting of all members of the Body Corporate for discussion of specific urgent matters relating to the management of the Scheme.
“Scheme”	The buildings and land known as Linmeyer Garden Village. Includes Common property, Units, and Exclusive Use Areas.
“Sectional Title Scheme” or “Scheme”	A piece of land with a building(s) where individual owners own portions of the building(s) and co-own the common property.
“Tenant”	A person who occupies a Unit owned by another person, based upon an agreement between the person and the Landlord / Owner, almost always in exchange for rental payments.
“The Trustees”	A group of natural persons, the majority being owners of units in the scheme, elected in terms of the Act to exercise the functions and powers of the Body Corporate.
“Unit”	A division of the Scheme, shown as such on the Sectional plan and registered in an Owner’s name.
“Visitor”	Any natural person allowed temporary access to the Scheme by a Resident or Owner.

General Notes:

- In these Rules, unless a contrary intention is explicitly stated;
 - words implying any one gender include all genders,
 - the singular includes the plural and vice versa.
- Should a specific rule prove to be unenforceable it will not render the entire body of Rules unenforceable.





2. STATUTORY AND GENERAL

An Owner:

- 2.1.** Shall not use his Unit, Exclusive Use Area, or any other part of the Common Property, or permit it to be used, in such a manner as to be a nuisance to any other Resident or damaging to the good name of the Scheme.
- 2.2.** Shall not contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the Scheme or the Common Property, or contravene or permit the contravention of the conditions of title applicable to his Unit.
- 2.3.** Shall not place or do anything on any part of the Common Property, including balconies, patios, exclusive use areas, and gardens, which, at the discretion of the Trustees, is offensive, displeasing, distasteful or undesirable when viewed from the outside of the Unit.
- 2.4.** Shall not store any material, or do, or allow to be done, or permit to do; any other dangerous act in the Unit or on Common Property that may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 2.5.** No Resident of a Unit may tamper or have any work done to any electrical supply or apparatus that serves the Common Property. Any electrical faults on the Common Property must be reported to the Trustees.

3. BINDING NATURE OF CONDUCT RULES

- 3.1.** These rules and the duties of an Owner and/or Tenant shall be binding on all Owners/ Tenants and other stakeholders, and it shall be the duty of the Owner of the Unit to ensure compliance with these rules by the occupants of his Unit, including family members, guests, visitors, workers, building and other contractors.
- 3.2.** Any contravention of these rules by any person who gains access to Linmeyer Garden Village under the authorisation of an Owner shall be deemed to be a contravention by the Owner.
- 3.3.** The Trustees are also entitled to take steps against the person committing the breach as they may deem fit, with or without proceedings against the Owner.
- 3.4.** Failure by an Owner or Resident, their family, or guests to comply with any provisions of the Conduct Rules may result in the imposition of a penalty, an order to pay for damages resulting from non-compliance with any rule, or the withdrawal of any previously given consent applicable to the matter.
- 3.5.** The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall be entirely at the discretion of the Trustees, taking due regard to the nature, circumstances, and severity of each misdemeanour, breach, or non-compliance.
- 3.6.** The imposition of a penalty shall be fair and unbiased and will only be enforceable if agreed to, and in consultation between the Chairman and at least two Trustees.
- 3.7.** In respect of the interpretation of these Rules and all decisions needed to enforce these Rules, the Trustees' decision shall be binding.

4. FUNCTION OF THE TRUSTEES AND THE BODY CORPORATE

- 4.1.** The Body Corporate elects a group of natural persons, the majority being owners of units in the scheme, to act as Trustees and in terms of the Act to exercise the functions and powers of the Body Corporate as detailed below:
 - 4.1.1.** To ensure compliance with the Act and Rules;
 - 4.1.2.** To insure and maintain the Common Property, thereby ensuring that property values are maintained, including public risk insurance over the Common Property and building insurance;
 - 4.1.3.** To control the Common Property on behalf of Owners;
 - 4.1.4.** To decide the amounts to be paid by the Owners to ensure the correct functioning of the Body Corporate;
 - 4.1.5.** To make and enforce the Resident Conduct Rules, also known as by-laws, outlining the management of the Scheme and the expected conduct of the occupants in accordance with the Act. These rules are applied to all Residents consistently, under the same circumstances;
 - 4.1.6.** To control Body Corporate assets;





- 4.1.7.** To keep records for the Body Corporate, including Minutes of Meetings, a Roll of Owner's, Financial Accounts, Register of Assets, improvements to Common Property by Owners, engagements, and authorisations.
- 4.2.** Any requests and applications made to the Trustees will be given due consideration and will not be unreasonably withheld.

5. GENERAL CONDUCT

- 5.1.** All Residents are requested to assist the Trustees in keeping the Common Property areas neat.
- 5.2.** Fire Hydrants and Fire Hoses:
 - 5.2.1.** It is a criminal offense to use fire hoses or fire hydrants to wash cars, water plants, or any other use not considered a fire emergency.
 - 5.2.2.** No Owner/Resident or their visitors may tamper or allow others to tamper with any fire fighting equipment on the Common Property.
 - 5.2.3.** No Owner/Resident of a Unit or their visitors may park or allow to be parked any vehicle to obstruct access to any fire hydrant on the Common Property.
 - 5.2.4.** It is strongly recommended that all Residents of a Unit purchase, for their own account, a fire extinguisher and keep it in an accessible place in their unit.
- 5.3.** Owners are responsible for the orderly conduct of their Residents, and Residents are responsible for the conduct of their visitors, guests, and domestic staff.
- 5.4.** A Resident may not:
 - 5.4.1.** use his Unit, or permit his Unit to be used, for any purpose that could reasonably be considered detrimental to the reputation of the Scheme;
 - 5.4.2.** do, or permit to be done, in his Unit or on Common Property, anything that could reasonably increase the rate of premium payable by the Body Corporate on any insurance policy;
 - 5.4.3.** ignore, or otherwise dismiss, any notification or warning from the Trustees. Failure to action an notification or warning issued by the Trustees may result in a penalty as per the approved penalty structure being applied.
- 5.5.** Dangerous materials or articles may not be brought onto the Common Property or into a Unit. A Resident of a Unit shall not store any material or do or permit or allow to be done, any dangerous activities 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.
- 5.6.** Firearms (unless for reasons of security or self-defence), including pellet guns may not be discharged on any part of the property.
- 5.7.** No stones, or other hard objects, may be thrown on the Common Property.
- 5.8.** A Resident of a Unit shall not deposit, throw, or permit or allow depositing or throwing any rubbish, including dirt, cigarette butts, food scraps, or any other litter whatsoever on the Common Property.
- 5.9.** Should a Resident, his family, his tenants, his domestic staff, his guests, or visitors cause any damages of whatsoever nature to the Common Property, the Owner or Resident shall be liable to reimburse the Body Corporate for the cost of the repair of such damage.
- 5.10.** No animal, bird, or reptile may be slaughtered on Scheme property.
- 5.11.** No meat, skin, fish, or canvas may be hung up to dry or cure within the Scheme boundaries.
- 5.12.** Only purpose-built braai equipment is to be used.
- 5.13.** No business will be allowed to be run on Common Property without prior approval from the Body Corporate.
- 5.14.** No auctions or jumble sales may be held on any day, or any part of the Scheme.
- 5.15.** No advertisements, signs, notices, or billboards of any kind may be exhibited on the Common Property (other than on the notice board), or any part of a Unit visible from outside the Unit.
- 5.16.** Hawkers are not permitted on the premises (i.e. inside the Scheme, outside any Unit or on Common Property).





6. NOISE AND DISTURBANCE

- 6.1.** No Resident of a Unit shall make or allow to be made any noise considered excessive, at the discretion of the Trustees, at any time, or to unreasonably disturb, or cause inconvenience to, other Residents. This includes noise from parties, music, musical instruments, televisions, radios, car radios and domestic noises.
- 6.2.** Reasonable quietness must be always maintained, but particularly between 20h00 and 06h00 during weekdays and Sunday, and between 22h00 and 08h00 on Saturdays and Public Holidays.
- 6.3.** No hobbies or any other activities causing undue noise or nuisance to other Residents may be conducted, this includes stripping and repairs to motor vehicles.
- 6.4.** The use of fireworks of any kind are STRICTLY PROHIBITED at ALL times during the year.
- 6.5.** Building or renovating activities causing noise are only permitted during the following times:
 - 6.5.1.** Mondays to Fridays: 08h00 to 17h00,
 - 6.5.2.** Saturdays: 08h00 to 13h00.

7. SECURITY

- 7.1.** Residents and their visitors are always required to adhere to all security procedures which may be instituted from time to time by the Trustees.
- 7.2.** The security of the property depends on strict control of the right to access. Remote controls/ Access Tags remain the responsibility of the Trustee and the property of the Owner.
- 7.3.** The possession of Remote Controls and Access Tags may be granted or denied at the discretion of the Trustees.
- 7.4.** Panic remotes should only be used in the event of an emergency. After a second false panic/ alarm, Residents/Owners will liable for a penalty.
- 7.5.** The Trustees may for security purposes, reprogram all remotes.
- 7.6.** All Residents and Visitors must ensure that gates close fully before entering and/or exiting the Scheme.
- 7.7.** Tailgating (i.e. proceeding through the gate or boom when operated by the vehicle in front of you) is prohibited. It is the responsibility of every Owner/Resident to wait for the gate to close after entering or exiting the gates to prevent intruders/cars from entering behind you.

8. RIGHT OF ADMISSION RESERVED

- 8.1.** The right of admission to Linmeyer Garden Village is reserved at all times.

9. CHILDREN

Children are subject to the Conduct Rules in the same manner as adults.

- 9.1.** Residents are at all times responsible for the behaviour of their visitors' children on any part of the Scheme.
- 9.2.** Residents and visitors must supervise their children, to ensure that no damage is caused, or nuisance created.
- 9.3.** Children may not interfere or tamper with gates, plants, decorations, nameplates, lights, electronic gates, ancillary equipment i.e. any devices including, but not limited to, such devices as piping, fittings, flanges, valves, and pumps used to distribute, meter, or control the flow of regulated substances to and from an UST (Underground Storage Tank system), or any portion of Common Property whatsoever.
- 9.4.** For their safety children are not permitted to play on the roads nor the parking areas, or in the Swimming Pool area unattended.
- 9.5.** No ball or other rough games (pushing, kicking, hitting, scratching, wrestling) are permitted on the Common Property.
- 9.6.** No Resident shall allow any child to make excessive noise, including screaming, riding scooters, skate boards, roller blades, bicycles, operating noisy toys, etc. in the vicinity of any Unit, including pathways, corridors and on Common Property (other than the Playground).

10. LINMEYER GARDEN VILLAGE EMPLOYEES AND OTHER DOMESTIC STAFF

- 10.1.** Any person employed by Linmeyer Garden Village may not undertake any errands or jobs for any Resident/Owner during normal working hours unless a valid emergency should indicate otherwise.





- 10.2.** Residents/Owners may employ the employee outside working hours at an agreed upon, negotiated rate between that Resident/Owner and the employee.
 - 10.2.1.** The employee needs to have a Qualification in the particular trade (i.e. Electrical, Plumbing) required.
 - 10.2.2.** Liability Disclaimer: Each Resident/Owner is responsible for his obligations and the expenses of employment with respect to his own employees; including, but not limited to; the agreed payment, work to be completed, and any damages caused during or after the work required has been completed.
- 10.3.** Residents/Owners need to ensure the Conduct Rules are discussed with their domestic staff, and are held responsible for any breach of the Conduct Rules committed by their staff.
- 10.4.** Residents must make their own arrangements when expecting deliveries, installations and similar situations. Linmeyer Garden Village employees may not supervise outside services or contractors.
- 10.5.** Deliveries must take place on the outside of the Scheme, and not on Common Property. No deliveries are to be made at Gate 9.
- 10.6.** Residents shall not provide their domestic staff with remotes or access tags. If these are required they need to be requested on the Domestic Worker Permission Form submitted to the LGV Office.

11. LAUNDRY

- 11.1.** Washing may not be hung on patio railings. This includes items such as door mats, rugs, and carpets. Residents should make use of the washing lines provided, and/or a retractable clothes line/clothes horse/clothes stand.
- 11.2.** Washing may only be hung on a removable line on a designated area of a Unit.
- 11.3.** An Owner /Resident may not, without consent in writing from the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building of the Common Property so as to be visible from outside the buildings or from any other Units.
- 11.4.** It is the duty of the Trustees to ensure that the machines in the laundry are operative at all times. Should any machine be temporarily unavailable/in repair, refunds should be referred to the Office. All refunds should be made within a period of 48 hours and the Trustees reserve the right to pay/waiver the right to honour the refund.

12. ANIMALS AND PETS

Permission is required from the Trustees to bring a pet into a Unit prior to the purchasing/renting of a unit.

- 12.1.** An Owner or Occupier of a Unit shall not, without the consent of the Trustees in writing, keep any pet in a Unit or on Common Property.
- 12.2.** All cats and dogs must be neutered and/or spayed. Proof of which must accompany the application to keep the pet.
- 12.3.** Tenants will only be granted permission to own a pet if the Owner of the Unit has granted their permission in writing. Failure to do so will result in the application being denied.
- 12.4.** Maximum of Two (2) pets per property will be allowed pending application to and approval from the Trustees.
- 12.5.** Due to the confined space within units, permission will only be granted for small and "lap dog" size pets. A "lap dog" is defined as a dog that is the calf height of an average height adult man or smaller.
- 12.6.** All pets are to be fed and cared for in accordance with animal by-laws and Animal Anti-Cruelty League specifications. Animal abuse will not be tolerated.
- 12.7.** Pets, in particular dogs, are only permitted on Common Property if they are reasonably restrained and controlled. A dog must be always on a leash held by the Owner while on Common Property.
- 12.8.** Fouling on Common Property is not permitted, and should the pet defecate on Common Property it is the pet Owner's responsibility to remove the droppings and dispose of them in the refuse receptacle.
- 12.9.** It is the pet owner's responsibility to remove all animal droppings on a daily basis from the resident's exclusive use areas.





- 12.10.** All pets are required to have collars and identity tags attached to them clearly indicating the owner of the animal and the unit. Exceptions to this rule; whether for health or other reasons need to be reported to the office.
- 12.11.** Residents need to manage the incessant barking, howling, yelping, whining and aggressive behaviour of their pets.
- 12.12.** Animals perceived as dangerous or nuisances (e.g. snakes, bull-, pitbull-terriers, monkeys, etc.) are strictly prohibited.
- 12.13.** No animal may be a hindrance to other Residents.
- 12.14.** Visitors are not permitted to bring pets onto the premises. In extreme circumstances, written permission is required from the Trustees.
- 12.15.** No pets are permitted in the pool enclosure.
- 12.16.** No kennel or like accommodation for pets may be visible from any part of the common property, nor any section.
- 12.17.** Any pet found unaccompanied or unidentified on the Common Property may be removed by the Trustees.
- 12.18.** The Trustee's decision regarding any matter with regards to pets is binding.
- 12.19.** Non-adherence to the above rules may incur a penalty.
- 12.20.** The Trustees may withdraw their permission for the keeping of a pet in the event of any breach of these Rules.
- 12.21.** Costs incurred by the Trustees or Body Corporate due to the breach of the above rules, i.e. removal, capture and pound fees, and any other related charges will be borne by the Resident of the Unit where the pet was accommodated.
- 12.22.** The Body Corporate and Trustees will not be held liable for any injury to a pet removed or for any other loss incurred by the Owner or Occupier of the Unit, the Owner of the pet, or any other person.

13. ERADICATION OF PESTS

- 13.1.** An Owner shall keep his Unit free of white ants, borer and other wood destroying insects.
- 13.2.** The Trustees, or their representatives may enter a unit from time to time for the purpose of inspecting the Unit and taking such action as may be reasonably necessary to eradicate any such pests.
- 13.3.** The costs of the inspection, eradicating any such pests as may be found within the Unit, replacement of any woodwork or other material forming part of such Unit which may be damaged by any such pests shall be borne by the Owner of the Unit.

14. LETTING OF UNITS

- 14.1.** The Owner must inform Tenants of the Conduct Rules contained in this document, and any contravention of the Rules by any Tenant/Resident shall be deemed to be a contravention by the Owner.
- 14.2.** All tenants of Units, and other persons granted rights of occupation by an Owner of the relevant Unit, are obliged to fully comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 14.3.** The names of Residents, other than the registered Owner (i.e., Tenants), must be provided to the Trustees and Managing Agent for administrative purposes.
- 14.4.** No subletting is permitted in any circumstances.

15. REFUSE REMOVAL

- 15.1.** The Resident of a Unit shall maintain a refuse bin in a hygienic and dry condition, within his Unit and/or on his exclusive use area.
- 15.2.** No rubbish bin and/or rubbish and refuse may be left on any portion of the Common Property or in any Unit where it would be visible and/or constitute a health hazard.
- 15.3.** For the purpose of refuse collection, refuse containers/bags must be placed within the areas and at the times designated by Trustees.
- 15.4.** Owners/Residents shall ensure that before refuse is placed in the refuse bin, it is securely wrapped, or in the case of tins or other containers, completely drained.
- 15.5.** Both building rubble and refuse, resulting from renovations or moving operations, must be removed by end the of the day by the Resident concerned, at his own cost. This type of refuse will not be permitted to be deposited in the refuse bins, or on any portion of the Common Property.





- 15.6.** Cardboard cartons or packing material must be broken down prior to placement in the bins.
- 15.7.** Cigarette ends may not be thrown from the windows or anywhere from or onto Common Property.
- 15.8.** Residents are to co-operate in the following matters:
 - 15.8.1.** No bottles, cans, etc. should be thrown from windows, or disposed of, on Common Property.
 - 15.8.2.** Sanitary items should not be flushed through the sewerage system. Such items are to be placed in a plastic bag and sealed with your refuse.
 - 15.8.3.** No alcohol consumption or use of drugs are permitted on Common Property.
- 15.9.** The disposal of any domestic animal carcass shall be the responsibility of the Owner through private arrangement with the local authority, and the costs thereof shall be for the Owner's account.
- 15.10.** No domestic animal carcass may be buried on the Scheme property.

16. EXTERNAL AND INTERNAL ALTERATIONS, ADDITIONS, MAINTENANCE AND DAMAGES

- 16.1.** Common Property, guardhouses, gates, perimeter fencing, walls, exterior plumbing, and drainage pipes are maintained by the Body Corporate. Levies are charged for this purpose and in some instances, special levies may be charged.
- 16.2.** Should a Resident notice any damage, leaks, etc. on the Common Property, he is to notify a Trustee and/or the Office. In the event of after-hours emergency (severely burst water- or drainpipes, leaking roof, burst geyser, etc.) the emergency number should be contacted.
- 16.3.** Maintenance of the interior of a Unit is the responsibility of the Owner. All work, particularly plumbing and electrical work, must be done by suitably qualified and, where applicable, licensed or registered workmen or contractors.
- 16.4.** The Owner of a Unit must obtain written authorisation from the Trustees prior to renovating, altering, or adding to their Unit.
- 16.5.** The Owner shall ensure that
 - 16.5.1.** A list of all contractors and their employees who are allowed on the premises shall be given to the Office/Trustees. Any workmen not on the list will only be permitted on the premises if accompanied by the Owner.
 - 16.5.2.** Contractors may only park in the bay allocated to them by the Trustees. Offending vehicles may be wheel-clamped or be denied further entry into the Scheme.
 - 16.5.3.** The building contractor shall employ a full-time responsible foreman on the site at all times that work is in progress, and that no work may proceed if he is absent.
 - 16.5.4.** All contractors should be informed of the aforementioned and below working conditions and it is the responsibility of the Owner to see that their contractors abide by these.
 - 16.5.4.1.** All building materials and rubble be placed only in the location specifically allocated by the Trustee
 - 16.5.4.2.** PVC dust sheets must be fitted to any exposed part of the Unit being altered so that no dust escapes from the Unit
 - 16.5.4.3.** Any dirt or dust that may dirty Common Property in spite of these protective measures must be cleaned up immediately
 - 16.5.4.4.** No building rubble may remain on any part of the Common Property after the end of the day and must be completely removed at the end of each working day. If this is not done, the Trustees may arrange to get this done for the Owner's account.
 - 16.5.4.5.** Care must be taken when transporting building material or rubble over any portion of the Common Property, and any dust or mess created must be cleaned up immediately.
 - 16.5.4.6.** Building plans for any structural alterations must be submitted to and approved by the Trustees.
 - 16.5.4.7.** If an Owner proceeds with such structural alterations without the Trustees authorisation, the Trustees can order a reversal of such structural alteration at the Owner's cost.





- 16.6.** When refurbishing bathrooms and kitchens, it is advisable to renew the plumbing before re-tiling the walls and floors. Also have the electrical wiring and switchgear checked, particularly the earth leakage safety switch.
- 16.7.** No building rubble may remain on any part of the Common Property after the end of the day and must be completely removed at the end of each working day. If this is not done, the Trustees may arrange to get this done for the Owner's account.
- 16.8.** Noise is to be kept to a minimum and should it be required that jackhammer's or similar noisy tools need to be used, prior arrangement is to be made with the Office and/or Trustees.
- 16.9.** If the Owner/Resident fails to comply with these Rules and this results in loss, damage or inconvenience to any other Unit or the Common Property and/or causes any damage to neighbouring Units or to the Common Property, the Owner is given two weeks written notice by the Trustees to repair, maintain or rectify the damage. If the Owner does not comply with the written notice, the Trustees are entitled to rectify the damage and to recover the costs incurred from the Owner/Resident.
- 16.10.** Any damage to neighbouring Units or to the Common Property must be made good at the cost of the Owner immediately and, failing this, the Trustees may require that all the building operations cease until he is satisfied that the damage has been repaired at the sole cost of the Owner concerned. It shall be the applicant's responsibility to note any damage existing before commencing operations and for which he accordingly shall not be responsible.
- 16.11. Obstruction:** Should any alteration, addition or decoration obstruct any employees or contractors in performing any other work on the Common Property or performing common services, the Owner responsible for the obstruction is be liable for additional costs incurred.
- 16.12.** The Owner/Resident of a Unit shall not mark, paint, drive nails or screws into, or otherwise damage or alter any part of the Common Property.
- 16.13.** The Owner/Resident (authorised by the Owner) may install:
 - 16.13.1.** a locking device, safety gate, burglar bars, or other safety devices for the protection of his Unit; or
 - 16.13.2.** a 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.
- 16.14.** The Owner/Resident is responsible for the upkeep and maintenance of their private gardens, and all privately installed fixtures and features in their Unit, including the patio and exclusive use areas.
- 16.15.** An Owner/Resident is expected to maintain their Unit to a required standard. If, in the opinion of the Trustees, the condition of a Unit is below this standard, the Trustees will give written notice to the Owner to carry out the necessary repairs within a specific time. If the Owner does not comply with the written notice, the Trustees are entitled to rectify the problem and to recover the cost from the Owner/Resident.

17. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 17.1.** A speed limit of 10km/h shall be observed on the Common Property at all times.
- 17.2.** Vehicles may not be driven within the Common Property in a reckless manner.
- 17.3.** Vehicles may not be driven within the Common Property by an unlicensed driver.
- 17.4.** Hooters may not be sounded within the Common Property other than in emergencies.
- 17.5. Parking Bays:**
 - 17.5.1.** Vehicles may only park within the parking bay lines, within the designated parking bays specifically allocated to the Owner/Resident of the Unit.
 - 17.5.2.** No Owner/Resident, or Visitor shall use or occupy a parking area demarcated for the exclusive use of any other person, without prior permission of the Owner of the parking bay.
 - 17.5.3.** Vehicles may not obstruct the flow of traffic or block access to other parking bays.
 - 17.5.4.** An Owner/Resident may not use a parking bay for anything other than parking a motor vehicle.
 - 17.5.5.** Damaged, stationary, unroadworthy, or other vehicles not in general use (other than for short periods as may be approved by the Trustees in writing) may not park on Common Property.
 - 17.5.6.** A breach of 17.5.1 - 17.5.5 above may result in the vehicle being wheel-clamped, and a penalty charged to the Owner of the vehicle, for its release.





- 17.6.** No trucks, caravans, trailers, boats, or any other heavy vehicles may be parked on any portion of the Common Property without the prior written consent of the Trustees.
- 17.6.1.** If consent is obtained, the Unit number of the Owner/Resident needs to be clearly displayed on the vehicle at all times.
- 17.6.2.** The Trustees may instruct that any of the above vehicles parked, standing, or abandoned on the Common Property be removed or towed away, at the risk and expense of the Owner/Resident.
- 17.7.** No Owner/Resident may dismantle or effect major repairs to any vehicles on any portion of the Common Property.

18. FURNITURE REMOVAL

- 18.1.** Residents or incoming Residents who move either by themselves or engage a removal company, must ensure that removal vehicles do not park in parking areas reserved for other Residents or obstruct the flow of traffic.
- 18.2.** The Owner/Resident is liable for any damage caused by themselves or their moving company.
- 18.3.** Written consent from the Trustees must to be obtained before the removal of, or bringing in of furniture.
- 18.4.** No heavy vehicles exceeding 3 (three) tones may be driven or parked on Common Property without prior written consent by the Trustees.

19. EXCLUSIVE USE AREAS

- 19.1.** An Owner/Tenant may not:
- 19.1.1.** make alterations likely to impair the stability of the building or the use and enjoyment of other Units, the Common Property, or any other Exclusive Use Area;
- 19.1.2.** do anything to his Unit or Exclusive Use Area that is offensive, displeasing, distasteful or undesirable when viewed from the outside of the Unit. This can be broken windows, damaged items, untidy packing of items and any other cause. The assessment is at the discretion of the Trustees;
- 19.1.3.** use, or permit their Exclusive Use Area to be used, for any other purpose than the express or implied purpose agreed to when the area was allocated to their exclusive use without written consent by the Body Corporate;
- 19.1.4.** construct or place any structure or building improvement on his Exclusive Use Area without prior written consent of the Body Corporate.
- 19.2.** An Owner/Tenant is obliged to keep the exclusive use area designated to his Unit neat, hygienic, and tidy. The assessment is at the discretion of the Trustees.
- 19.3.** The Owner/Tenant must give the Trustees and/or their designated staff or contractors, access to the exclusive use Common Property area to do repair work necessary.
- 19.4.** Each Owner/Tenant is responsible for the repair and maintenance of their Exclusive Use Area, including the maintenance and repair of water pipes, electrical wiring, downpipes, security devices, and other devices.

20. OCCUPANCY LIMITATION

- 20.1.** The permanent occupancy of any Unit in Linmeyer Garden Village is limited to 2 (two) persons (adult or child) per bedroom.
- 20.2.** For the purpose of this clause, permanent occupancy means occupancy by a person, i.e. where a person uninterruptedly resides in a Unit, including sleeping there at night, for a period longer than 14 (fourteen) days.

21. ESTATE AGENTS

- 21.1.** Owners who have appointed an Estate Agent in terms of a mandate to market their unit at Linmeyer Garden Village for sale/rent shall notify the Estate Agent that the prior written permission of the Trustees is required to place a "For Sale" or "For Rent" sign at the front of the Scheme.
- 21.2.** The Trustees, at their discretion, may stipulate a reasonable period during which such signboard may be placed anywhere on Common Property.





22. GARDENS AND INTERFERENCE

- 22.1.** Interference with plants, plant décor, trees, and Owner's gardens is strictly prohibited.
- 22.2.** No Owner/Resident other than persons allocated by the Trustees, may instruct a Linmeyer Garden Village employee to do any garden work in his exclusive garden area and or Common Property, except in the case of an an emergency.
- 22.3.** No plant or flower may be picked from, nor damage caused to, any garden area on the Common Property and or on any garden area other than the Owner/Resident of a Unit in his garden.
- 22.4.** No additional plants outside exclusive areas may be planted without prior permission from the Trustees.
- 22.5.** Gardens that are not kept neat shall be managed by the Body Corporate upon instruction of the Trustees.
- 22.6.** Owners/Residents will be notified of any corrective action required, and should corrective action not be taken, they will be notified and billed accordingly on their monthly levy statements.

23. PAYMENT OF LEVIES AND PENALTIES

- 23.1.** Detailed monthly accounts in respect of utilities, general and maintenance levies are sent out to Owners via email, on a monthly basis.
- 23.2.** Penalties due in terms of breaches to the Conduct Rules and other instances; after due process in accordance with the Act; and once charged, form part of the monthly account.
- 23.3.** Monthly accounts must be paid in full on or before the 7th (seventh) day of the following month.
- 23.4.** Trustees may pass and sign a resolution for special levies to be put in place in extreme circumstances
- 23.5.** In the event of non-payment of any aspect of the monthly account:
 - 23.5.1.** The Managing Agent will send out a reminder, or, if required, a Letter of Final Demand
 - 23.5.2.** At the discretion of the Trustees, if payment of the monthly account is continuously outstanding for a period of 3 (three) months or longer, further debt collection steps may be taken inline with the debtors policy.

24. INDEMNITY

- 24.1.** The Body Corporate, Managing Agent, Trustees, and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an Owner or Resident of a Unit or any member of his family, or his friend, visitor, or guest may sustain physically or to his or their property, directly or indirectly, in or about the Common Property, or in the individual Units of any defect in the Common Property, its amenities or the individual Units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.
- 24.2.** The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt, and the delivery or non-delivery of goods, postal matter, or any other property.



**ANNEXURE 1: PENALTIES SCHEDULE AS AT SEPTEMBER 2022**

DESCRIPTION	FIRST TRANSGRESSION	SECOND TRANSGRESSION	THIRD TRANSGRESSION	PENALTY FEE
GENERAL BREACHES OF CONDUCT RULES				
Any Conduct Rule Breach, excepting special cases and instant fines mentioned below	Warning letter (1) from Trustees.	A warning letter (2) will be issued and a meeting will be held with the Trustees.	Penalty Fee to owner per incident	▶ 1st offence: R 300.00 ▶ 2nd offence: R 500.00 ▶ 3rd offence: R 1 000.00
SPECIAL INSTANCES				
Conduct Rules Points 10.7 and Point 20: Overcrowding (temporary and extended)	Warning letter (1) from trustees requesting owner to correct the problem and giving reasonable time to do so.	A warning letter (2) will be issued and a meeting will be held with the Trustees.	Penalty Fee to owner, repeated monthly if necessary.	▶ 1st offence: R 300.00 ▶ 2nd offence: R 500.00 ▶ 3rd offence: R 1 000.00
Conduct Rules Point 16: Unauthorised alterations, fixtures, building and rubble.	Request rectification by Owner	Penalty Fee to owner, repeated monthly if necessary.	Penalty Fee to owner, repeated monthly if necessary.	▶ 1st offence: R 500.00 ▶ 2nd offence: R 1 000.00
Conduct Rules Point 17.5 Unauthorised/Illegal Parking	Wheel clamp and Penalty Fee for release (per day)	Wheel clamp and Penalty Fee for release (per day)	Wheel clamp and Penalty Fee for release (per day)	▶ Per day: R 250.00
IMMEDIATE FINES				
Conduct Rules Point 12: Unauthorised pets				▶ Per incident R 500.00
Damage to common property through accident or negligence:				▶ Per incident: R 500.00 + Replacement costs
Dangerous behaviour or vandalism (including Illegal use of emergency exit / emergency equipment and bonfires (barbecues) anywhere on the property)				▶ Per incident R 500.00
Pet Defecation on common property: Conduct Rules Point 12.8				▶ Per incident: R 500.00
Performing unauthorised renovations and alterations				▶ Per incident: R 1 000.00

