



# **RIVERGLADES ESTATE CONDUCT RULES**

**Amended by the Riverglades Body Corporate  
at an AGM held 31 May 2010**

## **INTRODUCTION**

**Welcome to Riverglades.** We trust in your full co-operation with these Conduct Rules and understanding that they do not inhibit your way of life but rather protect and ensure it.

In terms of Section 35 (2) (b) of the Sectional Titles Act No 95 Of 1986, the Riverglades Estate Trustees hereby publish the following schedule of Conduct Rules, which may be amended from time to time to meet the changing needs of the community. These rules are in addition and not limited to Annexure 9 of the Sectional Titles Act.

The purpose of these rules is the maintenance of common courtesy and regard for the rights of all residents, to sustain the use of common amenities and ensure the maintenance of high standards of living for the mutual benefit of all residents. We point out that should it be necessary, the Trustees will take legal action to uphold these rules in the best interest of all owners.

Owners and residents in Riverglades Estate are bound by the following principles:

- a) It is the declared intent of each Occupant to live as harmoniously as possible with all other Occupants and at all times to respect their rights and privacy.
- b) Common courtesy and consideration for others is the basis for all aspects of behaviour on the Estate.

It is the responsibility of unit owners to ensure that their family, tenants, visitors and domestic or other workers are familiar with and abide by these rules.

## **DEFINITIONS**

The term "Occupant" shall mean:

1. The owner of any unit;
2. The lessee of any unit;
3. All adult persons residing in any unit

The term "Section" shall mean:

1. The floor plan of a unit as reflected in the Estate Plans lodged with the office of the Surveyor General, also referred to as the 'Unit'.

## **1. ANIMALS, REPTILES AND BIRDS**

- a) No animals, reptiles or birds may be kept without the written consent of the Trustees.
- b) The Trustees may prescribe any reasonable conditions with which the pet owner must comply. These may include controlling excessive barking, hindrance to Occupants, aggressive behaviour and/or damage to any property.
- c) ONLY ONE DOG OR CAT PER UNIT IS ALLOWED.**
- d) With the exception of a dog or cat only pets kept in a portable cage or aquarium are allowed.  
All dogs and cats must be –
  - Neutered / spayed / vaccinated and all the relevant documentation must be available
  - Identifiable by collar and identity tag with the unit number and contact telephone number, or the pet must be micro-chipped by an accredited supplier of this service. Unidentified pets may be removed from the common property.
  - Registered with the Estate Office and/or Managing Agent.
- e) Dogs may not exceed the maximum shoulder height of 30cm.
- f) Dogs may not run free on the common property. They must be leashed or carried and properly controlled at all times.
- g) Occupants shall ensure that their cats do not enter other units and will be responsible for any ensuing claims or damage.
- h) Occupants shall ensure that their pets do not foul the common property. The owner is responsible to immediately remove all excrement or mess.
- i) Contravention of any of the above may result in Trustees withdrawal of approval to keep the animal, or the imposition of fines or both.

## **2. SANITARY SERVICES / REFUSE DISPOSAL**

- a) All refuse (except garden refuse) shall be placed in by the Occupant of the unit in the designated refuse areas. All refuse must be properly bagged and tied.
- b) The Occupant of a unit shall maintain in a hygienic and dry condition, a receptacle for refuse within his/her unit, or exclusive use area.
- c) No garbage receptacles may be placed where visible to any part of the common property or any other section.

## **3. VEHICLES**

- a) Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the common property and access roadways. No reckless driving will be tolerated.
- b) Motorists exceeding the speed limit of 20km per hour may be effectively fined on the spot without prior warning.
- c) No hooting anywhere on the Estate.
- d) Vehicles of Occupants and their visitors shall only be parked in such areas as are specifically designated and marked.
- e) All carports numbered with a unit number are specifically provided for the use of the Occupant of that particular unit.
- f) It is prohibited to park in front of any carport or garage, or in any area that is specifically marked as 'No Parking'. Such vehicles are deemed to be illegally parked and may be wheel clamped or towed away at the expense of the owner.
- g) Vehicles of employees may not be parked within the complex.
- h) No vehicle may be parked for purposes of long-term storage in the public parking area. Such vehicles may be wheel clamped or towed away at the expense of the owner.
- i) Major repairs and reconditioning of vehicles on the common property is not permitted

- j) Trucks, caravans, trailers and boats may only be parked at the discretion of and in areas specifically approved by the Trustees. Such vehicle parked without permission may be may be towed away at the expense of the owner.
- k) Owners and occupiers of sections 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. The onus is on the Occupant to restore any spoilt area to it's original condition
- l) No vehicle in excess of 3 ton will be allowed into the Estate. Occupants moving in or out must ensure that their removal company has a shuttle vehicle for use between the main gate and the unit.
- m) The road rules of South Africa apply throughout Riverglades Estate.
- n) Any vehicle in contravention of the above may be wheel clamped, fined or removed from the Estate at the Occupants expense, without any liability for any damage claim against the Trustees whatsoever.

#### 4. DAMAGE TO COMMON PROPERTY

- a) Should any damage of whatever nature be caused to the common property by an Occupant, any of their family members, visitors, employees, the children of the aforementioned, or pets; or should such persons cause the Body Corporate to suffer any loss or incur any expense, such Occupant shall be liable to properly repair such damage forthwith, and to forthwith reimburse the Body Corporate in full for such loss or expense
- b) If the Trustees instruct a firm of attorneys in connection with or arising out of an infringement by an Occupant, the Occupant shall be liable to reimburse the Body Corporate on demand for all legal costs incurred in respect thereof.

#### 5. ALTERATIONS AND SECTIONS

- a) No extensions, modifications, alterations or improvements whatsoever to the **exterior** of any unit, balcony, patio, stoep, garden or carport are allowed without the written permission of the Trustees. The Occupant shall submit an application and detailed plans to the Trustees which must adhere to the standard building style and materials used throughout Riverglades, and the Estate Plans lodged at the office of the Surveyor General. The Trustees may request modifications to such plans and resubmission of the application. Trustees may also determine that such alterations require the approval of the Body Corporate by vote at an AGM. On approval of such alterations Occupants are required to pay a deposit, to be determined from time to time by the Trustees, refundable when the modifications are complete and the Trustees are within reason satisfied that such modifications are in keeping with the original planning and that all rubble and debris has been removed from the Estate. All rubble and debris shall be removed from the Estate by the Occupant within five (5) days of completion. The Trustees may cause such refuse and debris to be removed and all related costs shall be for the account of the Occupant.
- b) No structural modifications to the **interior** of any unit are allowed without the full written permission of the Trustees. On approval of such alterations Occupants shall a pay a deposit, to be determined from time to time by the Trustees, refundable when the modifications are complete and the Trustees are within reason satisfied that such modifications are in keeping with the original planning and that all rubble and debris has been removed from the Estate. All rubble and debris shall be removed from the Estate by the Occupant within five (5) days of completion. The Trustees may cause such refuse and debris to be removed and all related costs shall be for the account of the Occupant.

- c) Internal modifications which increase the floor area of the unit at variance with the Estate Plans lodged at the office of the Surveyor General (such as the addition or extension of a loft floor) are allowed ONLY if the Occupant complies with Section 24 of the Sectional Titles Act No 95 Of 1986, and amendments thereof. The Occupant is liable for all costs incurred by re-lodging the modified Riverglades Estate Plans with the office of the Surveyor General.
- d) All external television satellite dishes are the property of the Riverglades Estate and are maintained and installed by a contractor approved by the Trustees. Tampering with this system is not permitted. No additional outside television aerials or satellite dishes may be erected.
- e) The Occupant shall not place or do anything on the section or any part of the common property, including balconies, patios, stoeps and gardens, which at the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section

## **6. BUSINESS ACTIVITIES, SIGNS AND NOTICES**

- a) No business, profession or trade may be conducted in any unit or on the common property without written consent of the Trustees.
- b) No auctions or jumble sales may be held without written consent of the Trustees.
- c) No Occupant shall exhibit, distribute or place any sign, notice, billboard, advertisement or publicity of any kind whatsoever on any part of the Estate so as to be visible without written consent of the Trustees.
- d) Estate Agents wishing to transact on the Estate must complete the accreditation documentation and pay the relevant deposits at the Riverglades Estate Office. Estate agents failing to comply with the accreditation requirements may be refused the right to trade on the Estate. Only accredited agents are allowed to advertise properties on designated show days, or to sell or rent properties in Riverglades Estate. Owners must ensure that their preferred agent is accredited to the Estate.

## **7. LITTERING**

No persons shall deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps, cans, bottles, papers or any other litter whatsoever and Occupants will be fined for this contravention.

## **8. LAUNDRY**

- a) Washing and other articles may not be hung out on the common property or on balconies, stoeps, patios and gardens or in any position where it is visible from the common property, except in areas specifically set aside for this purpose such as the laundry facility or drying areas.
- b) Occupants may not erect washing lines on any part of the building or the common property.
- c) Mobile clothes horses are allowed on balconies or patios only from Monday to Saturday between 08h00 and 17h00. No mobile clothes horses may be visible from the outside of the section on Sundays.

## **9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- a) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.
- b) No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the common property.

- c) Inflammable or other dangerous material or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the Insurance Policy.
- d) No fireworks of any kind are allowed to be set off within the bounds of Riverglades Estate.
- e) No open fires are permitted under thatch.

#### **10. LETTING OF UNITS**

- a) Owners letting their units, or estate agents or other parties acting on behalf of owners, must comply with all requirements and documentation determined by the Trustees and Managing Agent from time to time.
- b) Owners, estate agents or other parties acting on behalf of owners must ensure that tenants receive a copy of the Riverglades Conduct Rules and agree to abide by them.
- c) All tenants and other persons granted rights of occupancy by an owner obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- d) Owners of units are fully responsible to ensure their tenants abide by the conduct rules. Any fines or penalties imposed against a tenant will be for the account of the owner.
- e) Estate Agents transacting on the Estate on behalf of owners must abide by regulations in 6(d). Owners must ensure that their preferred estate agents are accredited to Riverglades Estate.

#### **11. ERADICATION OF PESTS**

An owner shall keep his/her section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter the section from time to time with their permission for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests. The costs of the inspection, eradicating any such pests as may be found, 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 section concerned.

#### **12. CYCLES**

- a) Bicycles, tricycles or similar may not be left or stored on the common property.
- b) Soapbox carts, skateboards, roller skates, roller blades, motorised scooters or similar are banned.
- c) Motor cycles without silencers are banned and the offending vehicle may be removed from the Estate.
- d) It is not permitted to ride motorbikes or other two wheeled motor vehicles on any grassed or garden area or foot path.
- e) Three- and four-wheeler motor cycles are banned.

#### **13. GARDENS AND PLANTS**

- a) Gardens and plants on the common property are communal and no wilful damage will be tolerated. Removal of plants is not permitted unless authorised by the Trustees
- b) Occupants are encouraged to improve the gardens adjacent to their section. Gardens in Riverglades are designed around South African indigenous plants and trees and Trustees may request that non-indigenous, unsuitable, or root invasive plants be removed.
- c) Garden tools may not be left visible outside the unit.

- d) Occupants shall not request any employee of the Body Corporate or the Managing Agent to perform work on their behalf during working hours without the agreement of the Trustees or Managing Agent.
- e) No gardens may be altered in such a manner as to restrict the thoroughfare of any part of the common property.
- f) Common property and garden areas must at all times be kept clean.

#### **14. MAINTENANCE OF SECTIONS**

- a) Occupant shall repair and maintain their sections in a state of good repair and, in respect of an exclusive use area, keep it in a clean and neat condition
- b) External maintenance, thatching and painting of the sections is carried out by the Managing Agent on behalf of the Body Corporate.
- c) Occupants may not alter the appearance of the exterior of the section without the written consent of the Trustees.
- d) The maintenance of balconies, patios and roof gardens included in a registered Section plan is the responsibility of and for the account of the Owner. Occupants shall keep these areas in good order and the Trustees or Managing Agent are not liable for any related costs, repairs or maintenance.
- e) Roof areas not included on a registered Section Plan are deemed common property and are maintained by the Body Corporate.
- f) Geysers are the responsibility of the unit owner and must be suitably maintained and replacements must be SABS approved. Burst geysers can be claimed against the Riverglades insurance policy, however owners are responsible to pay the specified excess.

#### **15. SUPERVISION OF CHILDREN**

- a) Occupants shall supervise their children, their children's friends and children of their visitors or employees at all times to ensure that no provision of these rules is infringed, that no nuisance is caused to any Occupant, and that no damage is caused to the property of any Occupant or to the common property or any unoccupied unit. Occupants will be fully liable for any damage or nuisance caused by their children.
- b) Children under 11 years of age should be supervised by an adult at all times, especially on the access roads.
- c) The 'Kids Park' playground is for use by children under 11 with the supervision of an adult only.

#### **16. EMPLOYERS / EMPLOYEES**

- a) Occupants shall ensure that their domestic employees do not loiter or litter on the common property and abide by the Conduct Rules. Trustees retain the right to impose fines or penalties on the unit owner or refuse access to the employee to the Estate if these rules are contravened.
- b) All employees must be registered with the Estate Manager. Only registered employees will be allowed on to the premises. This excludes all family, friends and visitors of employees who will not be allowed access without the permission of the Occupant.
- c) Domestic employees must have the identification card visible at all times while on the estate, and will hand the card to the security upon leaving the estate.
- d) Occupants shall ensure that their domestic employees do not loiter or litter on the common property. Such behaviour may result in their registration to enter the Estate being terminated.

## 17. ENTERTAINMENT AND COMMON AREAS

- a) The entertainment areas are for the exclusive use of Occupants. Guests must be accompanied by an Occupant. A maximum of 6 guests per unit is allowed unless written consent is obtained from the Trustees.
- b) Occupants must leave the entertainment areas clean and tidy after use.
- c) Children under 11 years of age must be supervised by an adult at all times in the pool and communal entertainment areas.
- d) No glass objects or bottles are permitted in the pools.
- e) The entertainment areas are used at the Occupants own risk.
- f) Gates to the pool areas must be kept closed at all times. If gates are not functioning correctly it must be reported to the Estate office.
- g) No animals or pets are allowed in the entertainment areas.
- h) No ball games are permitted in the entertainment areas with the exception of those ball games that have been specifically provided for.
- i) No persons may get into the fountains on the common property.
- j) Any damage to the entertainment or common areas will be for the account of the relevant Occupant.

## 18. LEVY PAYMENTS

- a) Full payment of levies (including additional levies and any fines which may have been added to the account) and electricity must be received by the Managing Agent by the seventh (7<sup>th</sup>) of each month.
- b) Interest will be charged on late payments at a rate determined by the Managing Agent from time to time.
- c) Owners failing to pay their levies and electricity timeously may at the discretion of the Trustees be handed over to approved Attorneys for collection. All costs will be borne by the unit owner.

## 19. NOISE

- a) All Occupants are entitled to quiet enjoyment of their section and the common property. No Occupant shall make any kind of noise whatsoever which interferes with another Occupant's enjoyment. This includes noise from electronic or audio-visual devices of any kind.
- b) The use of vehicle hooters and alarms on the Estate is banned.
- c) No motor vehicles may exceed the Automobile Association permissible noise levels.
- d) Residents and visitors must turn down their car radios on entering the common property.
- e) Silence must be maintained between 22h00 and 06h00 on weekdays and 23h00 and 06h00 on weekends.

## 20. GENERAL

- a) **Fines:** The Trustees may take any action deemed fit to prevent any infringement of these rules. This includes the imposing of fines, the amount to be reviewed from time to time, on any Occupant who is in breach of the rules. Occupants will receive written notice (warning) from the Trustees or their Managing Agent of the intention to impose a fine should the conduct rules not be adhered to. **All fines or penalties imposed against a unit, tenant, visitors to the unit, employees etc will be added to the levy account of the Unit Owner.**
- b) **Wheel clamping:** Fines issued for illegally parked and wheel clamped vehicles will immediately be added to the levy statement of the unit concerned without a prior letter of notice.

- c) **Complaints:** All complaints must be lodged in writing and sent to the Trustees through the office of the Estate Manager. A sincere endeavour will be made to meet and resolve such complaints assuming they are not wilfully malicious and the rights of other residents are not affected. Parties in internal conflict should try and resolve matters amicably before involving Trustees.
- d) **Ritual slaughter:** Cultural or religious practices which involve the ritual slaughter of animals are not permitted anywhere on the Estate.
- e) **Access Control:** Trustees, the designated security company and Managing Agents reserve the right to refuse access to the Estate of persons / vehicles deemed undesirable, for justifiable reasons of ensuring the security and safety of the residents. Vehicles entering and leaving the estate may be searched at the discretion of the security company.
  - **Access Tags:** Electronic tags and the relevant systems and records are issued and controlled by the office of the Estate Management. The Trustees and the Managing Agent reserve the right to de-activate any access tag when an Occupant has relocated out of the Estate, or if it is thought that the tag is being illegally used. The Trustees reserve the right to order the de-activation and re-activation and registration of all Occupants from time to time as a security measure.
- f) **Relocation:** Movement in and out of the Estate for the purpose of relocating (moving house) is controlled by the office of the Managing Agent. Movement Control Forms, available from the office, are to be completed before removal trucks are allowed to enter or leave the Estate.
- g) **Security:** Strict security and access procedures are in place to ensure the safety of Occupants. These are reviewed from time to time by Trustees, Estate Management and the appointed Security Company. Requests and instructions from the Security Guards are to be complied with at all times.
- h) **Service Providers:** All service providers to Riverglades Body Corporate are bound by these conduct rules when they and their staff members enter the Estate.
- i) **Fire or other emergencies:** All Residents must familiarize themselves with the Riverglades emergency exit procedure.

## INTERPRETATION

- a) In the event of any dispute concerning the interpretation of these rules and/or the enforcement thereof and/or any breach thereof, the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute.
- b) The headings contained in these rules are for convenience only and shall not effect the interpretation thereof.
- c) Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.

## TRUSTEE MEETINGS AND ARBITRATION

Extreme disputes can be brought personally to any Trustees meeting during the year by owners or tenants via the offices of the Estate Managing Agents who will ensure the matter is placed on the meeting agenda and that the Occupant can personally address the meeting.

<b>Essential Riverglades Contacts:</b>	
<b>Riverglades Estate Office:</b> <ul style="list-style-type: none"> <li>• General Estate Info</li> <li>• Maintenance &amp; Gardens</li> <li>• Access Tags</li> <li>• Washing tokens</li> <li>• Movement control forms</li> <li>• Pet registration</li> <li>• Domestic cards</li> <li>• Service providers</li> <li>• Conduct rules</li> <li>• Emergencies</li> <li>• Security</li> </ul>	<b>Tel: 011 658 1083</b> <b>Fax: 011 658 1079</b> <b>e-mail: office@riverglades.co.za</b>
<b>Whitfields</b> Levies and accounts	<b>Tel: 011 707 000</b> <b>Fax: 011 706 4925</b> <b>e-mail: bridget@whitfields.co.za</b>
<b>Emergencies</b>	<b>Tel: 082 463 3488</b>
<b>A/H Emergency Maintenance</b>	<b>Tel: 082 463 3488</b>
<b>The Guard House</b>	<b>Tel: 084 537 0858</b> <b>083 675 3844</b>
<b>Douglasdale SAPS</b>	<b>Tel: 011 699 1317 / 8</b>