

La Toscana Home Owners Association Conduct Rules

The Conduct Rules as set out below are binding on all owners, occupiers, invitees and servants.

Definitions

For the purposes of these Rules “Common property” refers to pathways, driveways, lawns, flowerbeds and any area around residence, not forming part of the individually owned property of an owner.

Animals, Reptiles and Birds

1. The keeping of animals, reptiles and birds is permitted subject to the following:
 - 1.1. No owner or occupier shall keep more animals per residence than the number permitted by Local Authority by-laws and subject to the residence’s yard being enclosed and that the area of the yard is sufficient in terms of SPCA regulations applicable to an adult animal.
 - 1.2. Pets are to be kept within the confines of the owners’ or occupier’s yard at all times unless leashed and properly controlled as per Clause 1.7 below.
 - 1.3. The owner or occupier shall have the relevant licences as required by the Local Authority and the SPCA.
 - 1.4. The owner or occupier shall ensure that all cats and dogs have been spayed or neutered as prescribed by the Local Authority by-laws.
 - 1.5. The owner or occupier shall ensure that all vaccinations such as rabies etc. are up to date at all times.
 - 1.6. The owner or occupier shall be responsible for the removal of animal excrements within their yard and the common property.
 - 1.7. Dogs shall be leashed when on the common property.
 - 1.8. Aviaries are not permitted.
 - 1.9. Vicious animals are not to be kept in any residence’s yard or on the common property.
2. The trustees may conduct random inspections of yards to ensure cleanliness.
3. The trustees may demand inspection of the relevant licences, inoculation certificates and other relevant documentation from any owner or occupier.
4. The trustees may withdraw the approval to keep animals, birds and/or reptiles in the event of any breach of any condition prescribed in terms of sub-rule (1).
5. Should any pet/s prove to be a nuisance for any reason, the Trustees reserve the right to request the owner or occupier, in writing, to rectify the position within a specified time, failing which, the Trustees shall take appropriate action to remedy the situation at their sole discretion.

Refuse Disposal

6. An owner or occupier of a residence within the estate shall maintain in a hygienic and dry condition a receptacle for refuse collection.
7. Refuse may only be placed in the refuse collection areas on the days designated by the Local Authority.
8. The removal of extraordinary garden refuse or building debris is the responsibility of the owner or occupier. Such refuse may not be dumped on any portion of the common property or in any open areas adjacent to the property.

Vehicles

9. The parking of vehicles on edges, kerbs and pavements is only permitted when guests visit and must be parked in such a manner that it does not obstruct any traffic in or out of the complex. Guests may only park on the edge, kerb and/or pavement of the premises

they are visiting unless the owner has obtained prior WRITTEN consent for their guests to park on another OWNER'S premises. OWNERS reserve the right to withhold such consent, either on occasion or ad infinitum, without explanation. Parking on kerbs without prior written consent will be deemed an infringement of the Conduct Rules and subject to a fine. It should be noted that OWNER refers to the person/s noted on the Title Deed of the property, RESIDENT refers to the person/s physically occupying a residence.

10. Owners and occupiers of residences within the estates shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on to the common property or in any other way deface the common property.
11. No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property or in a residence within the estate.
12. Hooters may not be sounded within the common property other than in emergency situations.
13. Vehicles exceeding a mass of 2 Tonnes are not permitted to park within the confines of the estate. Exceptions will be allowed in instances where use is made of removal trucks.
14. Owners and occupiers of residences within the estates shall observe any road signs on the common property.
15. No owner or occupier shall allow any unlicensed person to drive or operate any vehicle within the common property.
16. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property or in any driveway, kerb side or service area as to be visible from the common roadway, on a permanent basis nor for an extended period of time. For the purposes of this rule, "extended period" is defined as 7 days. Should a requirement exist to park trucks, caravans, trailers, boats or other heavy vehicles on the common property or in any driveway, kerb side or service area visible from the common roadway, for a period exceeding 7 days written consent is required from the Trustees, prior to parking.
17. The parking of scrap vehicles or vehicles not in use will not be permitted on the common property. The Trustees may in their discretion remove, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the common property in contravention of these rules.
18. Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Home Owners Association or its agents or any employee for the loss or damage of any nature which the owner, or any person claiming through him, may suffer as a consequence of his vehicle having been parked on the common property.
19. Exceeding the speed limit of 20 km per hour is strictly prohibited and will be subject to spot fines.

Damage alterations or additions to the common property

20. An owner or occupier of a residence within the estate shall not mark, paint, drive nails or screw or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees.
21. Notwithstanding sub-rule 20, an owner or person authorised by him, may install –
 - 21.1. Any locking device, safety gate, burglar bars or other safety device for the protection of his residence within the estate or
 - 21.2. Any screen or other device to prevent the entry of animals or insects:
Provided that the majority of Members have first approved in writing the nature and design of the device and the manner of its installation.
22. Notwithstanding any written approval granted by the majority of Members no alteration, addition or modification to the exterior of any residence within the estate may be undertaken until the required approval of the applicable legal authority has been obtained. It is the duty of the occupier or owner to obtain such approval.
23. In the event of any alteration, modification or addition obstructing or preventing an employee or an agent appointed by the Home Owners Association from performing any task, duty or service on the common property, the owner or occupier concerned shall be

held liable for any additional costs incurred by the Home Owners Association in the performance of such work.

Appearance from outside

24. The owner or occupier of a residence within the estate used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the residence within the estate.
25. An owner or occupier of a residence within the estate shall be obliged to maintain the exterior of his/her residence in good repair and to take all reasonable steps to keep the exterior of residences in a good condition.
26. Alterations, additions, maintenance or decorations to the exterior of the residence's building (as defined) including paved areas within the estate or to any portion of the common property may not be made without the written prior consent of the majority of Members and then only within the terms and conditions contained in such consent.
27. Requests for consent shall be made in writing and shall be accompanied by plans and specifications clearly reflecting the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration, as may be the case.
28. If an owner or occupier fails to comply with these provisions and such failure persists for a period of 30 days after written notice to repair or maintain has been given by the Trustees through the Managing Agents, the Home Owners Association shall be entitled to remedy the failure as it deems fit. The Home Owners Association will furthermore be entitled to recover any costs incurred in remedying the situation from such owner or occupier and impose a minimum fine of R10,000.00 per incident / event.

Maintenance of common property

29. The perimeter wall around the estate as approved in the buildings plans of the estate, will be the responsibility of the Home Owners Association. Such walling will be repaired and maintained as and when required.
30. Underground services, including storm water drainage, electricity services, domestic water supply, common structures, including disposal areas, guard residences, domestic servant ablution areas and electric and water meter boxes, will be the responsibility of the Home Owners Association, specifically those items being the direct responsibility of the Local Authority.

Interior of residence within the estate

31. Any structural alterations, which serve more than one residence within the estate and/or the common property, including alterations to plumbing, gas and electrical installations to the interior of residences may not be carried out without the prior written consent of the majority of Members, and then only after approval has been obtained by the owner or occupier of the residence within the estate from the Local Authority.
32. No owner shall make alterations to any residence within the estate that could impair the stability of the building or amenities of any other residence within the estate or of the common property or which conflicts with the conditions of the Insurance Policy as adopted by the Trustees, without prior written approval of the Trustees.
33. The owner immediately upon completion of the work must remove all building materials and building rubble associated with alterations and additions. The dumping of building materials within the estate and the mixing of concrete/cement on any part of the common property is strictly prohibited. The owner shall ensure that the sidewalks and common road as well as any areas surrounding his residence within the estate are left in clean and tidy state.

Gardens

34. An owner or occupier of a residence within the estate shall maintain his yard for garden purposes in a neat and tidy condition.
35. All gardening on common property shall be done by person/s authorised by the Trustees at such times as decided by the Trustees, unless specifically otherwise agreed.
36. The maintenance of the garden in the common use area is the responsibility of the Home Owners Association.
37. Children are not permitted to play in the flowerbeds of any residence within the estate.
38. The installation / erection of sheds, gazebo's etc in the residence's garden in subject to the **prior** written approval of the majority of Members.
39. An owners or occupier shall ensure that plants do not interfere with the operation of the electrical fence and other common property security features such as cameras, electric fences etc. The Home Owners Association will be entitled to recover any costs incurred in remedying the situation from such owner or occupier, including the cost to replace and/or repair any security feature damaged due to due failure to comply with this section.
40. An owner or occupier shall ensure that plants do not overhang boundary walls between buildings.
41. The owner or occupier of a residence within the estate shall not conduct major landscaping alterations to their gardens, both in front of their house and private gardens, without prior approval from the Trustees.
42. Once the alterations have been completed, if two or more owners lodge a protest to the alterations of the landscaping then the landscaping alterations shall be put to the majority of Members and if the outcome of the vote was not in the favour of the owner who completed the landscaping alteration, the Home Owners Association shall be entitled to remedy the failure as it deems fit and the cost to remedy the failure will be for the owner's account.

Signs and Notices

43. No owner or occupier of a residence within the estate, used for residential purposes, shall place **any** sign, notice or billboard or advertisement of **any** kind whatsoever on any part of the common property or of a residence within the estate, so as to be visible from outside the residence within the estate, without the written consent of the Trustees first having been obtained.
44. Sub-rule No 43 also applies to estate agents' boards. For Sale and To Let boards are **not** permitted other than on show days and will then be limited to One (1) estate agents' board per residence which may be erected outside the estate, notwithstanding any provision to the contrary in any mandate signed by the owner of the residence.

Littering

45. An owner or occupier of a residence within the estate shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any litter whatsoever.
46. An owner or occupier shall be responsible to ensure that pool water back washed, water used for cleaning and any other debris which may be deposited on the common road is swept away to the nearest drain.

Gates

47. The main access and exit gates are to be kept closed at all times.
48. Remote controls for the gates can be obtained from the Trustees, and are for the owner's account.

49. Any person found tampering with, damaging or forcing the gates in any manner will be held responsible for the costs of repairs.
50. The estate allows for one way traffic and unless communicated by the HOA, the exit gate may not be used as an entry point for vehicles or pedestrians. The same shall apply to the entrance gate, except for pedestrians.

Laundry

51. An owner or occupier of a residence within the estate shall not hang any washing or laundry or any other items on any part of the building or on the common property, besides on the washing line installed for this purpose.
52. The owner or occupier of a residence hangs their washing or laundry outside for drying at their own risk and the Home Owners Association will not be held liable for damage to or loss of such washing or laundry.

Storage of inflammatory material and other dangerous acts

53. 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 that will or may increase the rate of the premium payable by the Home Owners Association on any insurance policy.
54. No firearms or pellet guns may be discharged on the common property.

Letting of Residences

55. All tenants of residences and other persons granted rights of occupancy by any owner of the relevant residence are obliged to comply with these conduct rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.
56. The owner of a residence within the estate shall notify the Trustees in writing and within 14 days of the date of concluding of such lease of his residence, the full names of his tenant, contact numbers and the duration of the lease.
57. The owner of a residence within the estate shall ensure that any tenant of a residence within the estate or any other person granted rights of occupancy by him is obligated to comply with the Conduct Rules, notwithstanding any provision to the contrary contained in any lease of any grants or rights of occupants.

Noise

58. No owner or occupier shall cause nuisance, noise or disturbance to any other owner or occupier.
59. Owners or occupiers shall control noise levels before 07H00 and after 20H00 from Sunday to Thursday, and before 08H00 and after 24H00 on Friday and Saturday.
60. What constitutes noise or disturbance shall be at the discretion of the Trustees or anyone acting under their authority and any such decision shall be final.

Overcrowding

61. No owner or occupier shall permit any residence to accommodate more than 2 persons per bedroom (as defined in the architectural plans of the residence) on a permanent basis.
62. The term permanent basis refers to a period in excess of one calendar month.
63. No persons may be accommodated in garages or carports.

Eradication of pests

64. An owner shall keep his residence 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 his residence from time to time for the purpose of inspecting the residence within the estate and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the residence within the estate, replacement of any woodwork or any other material forming part of such residence within the estate, which may be damaged by any such pests shall be borne by the owner of the residence concerned.

Fire extinguishers & Fire reels

65. An owner shall keep in his residence within the estate a domestic fire extinguisher, in accordance with the standard determined by the Trustees from time to time, and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his residence within the estate from time to time for the purpose of inspecting the fire extinguisher as may be reasonably necessary.
66. The cost of acquiring, replacing and servicing a domestic fire extinguisher shall be borne by the owner of the residence.

Levies

67. The monthly levy as determined from time to time in respect of each residence within the estate, shall be payable on or before the 1st day of every calendar month and by no later than the 7th day of the calendar month.
68. Any special levy shall be payable in advance on or before the due date determined by the Trustees of the Home Owners Association.
69. An owner shall be liable to pay a penalty as determined by the Trustees from time to time for every calendar month in respect of which levies are in arrears.
70. Any amount due by the owner of a residence within the estate whether by way of or for any reason whatsoever, shall be a debit against his account payable to the Home Owners Association. The owners consent to the jurisdiction of the Magistrates Court in connection with any action arising out of or in connection with the Rules of the Home Owners Association. In the event of an Attorney being instructed in connection with any matter against him, that such owner shall bear all legal costs, as between Attorney and client, including any collection charges or commission.
71. The obligation of an owner to pay levies shall cease upon transfer of the residence within the estate from such owner to another except for any arrear levies payable as at the date of transfer.
72. No owner shall be entitled, for any reason whatsoever to withhold any money due to the Home Owners Association.

Failure to comply or breach of conduct

73. In the event of breach of these Rules by any owner or occupier, the Home Owners Association shall immediately be entitled to proceed against any such owner in law. Such rights shall be deemed in addition to and without prejudice to the right of the Home Owners Association to immediately do, or cause to be done, anything which is intended to remedy the breach, whether or not such rectification is for the benefit of the complex, or for any other owner, or for any reason whatsoever.
74. Any expense incurred by the Home Owners Association in bringing any such action or in so rectifying the breach, and any loss sustained as result of such breach, whether direct or indirect, including consequential loss or damages, shall be for the account of the owner in breach of the Rules and recoverable from such owner by the Home Owners Association as debt.

General

75. The Home Owners Association or its agents shall not be held liable for any loss or injury or damage of any description which any owner or occupier of any residence within the estate or any member of his family, his employees or servants, his acquaintances, visitors or guests may sustain, physically or to their property directly, in or about the common area, or in the individual residence within the estates or by reason of any defect in the common property, its amenities, or in the individual residence within the estates or for any act performed by the Home Owners Association or on behalf of the Home Owners Association by any of its employees, agents, servants or contractors.
76. The Home Owners Association or its agents, representatives or servants shall not be held liable or be responsible in any manner whatsoever for the receipt or non-receipt, the delivery or non-delivery of any goods, postal matter or any other such property.
77. The headings contained in these Rules are for reference purposes only and shall not govern the interpretation of the Rules, where some may be inconsistent therewith.
78. Where the Rules are in conflict with the approved Home Owners Association's Constitution, the provisions of the Constitution shall apply.
79. The HOA reserves the right to impose a monetary fine of no less than R1000.00 for any infringement committed in terms of these Conduct Rules unless a particular section specifies an alternative penalty.

Accepted by the Members of the Association by majority vote at the Annual General Meeting held on 21 November 2019.