



Laguna Beach

Body Corporate

SS No. 568/1996



Micsam
021 852 9205



Micsam
021 852 9207



Micsam
PO Box 3069, Somerset West, 7129



Laguna Beach,
St Andrews Drive, Greenways Golf Estate,
Beach Road,
Strand, 7140



lisa@micsam.co.za

Chairperson
073 550 7225

Chairperson
lagunabeach.greenways@gmail.com

NICE TO VISIT, LOVELY TO LIVE IN, GREAT TO OWN

CONDUCT RULES

in terms of (Section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

for the use and enjoyment of the Sections and Common
Property of

THE BODY CORPORATE OF THE

LAGUNA BEACH

SECTIONAL TITLE SCHEME

No. SS 568/1996

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1. PRELIMINARY

These rules shall not be added to, amended or repealed except in accordance with section 35(2)(b) of the Act, and subject to the provisions of section 35(3) and (5) of the Act.

2. BINDING NATURE

The provisions of these rules, and the duties of an Owner in relation to the use, occupation and enjoyment of his Section and the use and enjoyment of the Common Property shall be binding on all Owners and Occupiers, and it shall be the duty of the Owner to ensure compliance with these rules by the Occupiers of his Section, including by the family members, guests, visitors, employees and contractors of the Owner or Occupiers of his section.

3. DEFINITIONS AND INTERPRETATION

3.1 In the interpretation of these rules, unless the context otherwise indicates:

- 3.1.1 'Act' means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder, and subsequent to the date of its coming into effect, the Sectional Titles Schemes Management Act No 8 of 2011, as amended from time to time, and any regulations made and in force thereunder. Any reference to a section of the Act herein shall, subsequent to said date, be deemed to be a reference to a corresponding section in the latter act.
- 3.1.2 'Alterations' mean alterations, devices, additions or attachments to the Common Property or to the exterior of a Building or Structural Alterations in terms of these rules.
- 3.1.3 'Architect' means the architect appointed by the Trustees from time to time;
- 3.1.4 'Body Corporate' means the Body Corporate of Laguna Beach Sectional Title Scheme, No. SS 568/1996.
- 3.1.5 'Building' means any building in the Scheme.
- 3.1.6 'Common Property' means the Common Property, as defined in the Act, in respect of the Scheme.
- 3.1.7 'Contractor' means any artisan, builder, electrician, plumber or other person appointed by or on behalf of an Owner to perform Alterations or work on his behalf.
- 3.1.8 'Guidelines' means the architectural- and building guidelines referred to in Conduct Rule 8 as prepared by the Trustees.
- 3.1.9 'Local Authority' means the City of Cape Town or its successors in title.
- 3.1.10 'nuisance' means any act, omission or condition, which in the opinion of the Trustees is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of Owners or Occupiers, or which adversely affects the safety of Owners or Occupiers, having regard to the reasonableness of the activities in question in the Section or on the Exclusive Use Area concerned or on the Common Property, and the impact which result from these activities, and the noise related to these activities.
- 3.1.11 'Occupier' means the lessee, tenant or occupant of a Section and 'resident' shall have a corresponding meaning.
- 3.1.12 'Owner' means the registered owner of a Section.
- 3.1.13 'Premises' means the land and buildings comprising the Scheme.

- 3.1.14 'Renovations' mean an internal redecoration or refurbishment of the existing décor or interior of a Section, including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware and floor coverings.
- 3.1.15 'Unit' means a unit as defined in the Act in the Scheme.
- 3.1.16 'Exclusive Use Area' means an Exclusive Use Area as defined in the Act in the Scheme.
- 3.1.17 'Scheme' means the sectional title scheme known as Laguna Beach.
- 3.1.18 'Section' means a section as defined in the Act, in the Scheme.
- 3.1.19 'Structural Alterations' mean an alteration which is of a permanent nature and which alters the form or structure or essential framework of a Building on the inside or outside thereof, and for the purposes of these rules the following alterations shall be regarded as Structural Alterations:
- 3.1.19.1 the removal, reconstruction and/or construction of a floor, wall or ceiling or part thereof, or the window, door or other structure situated therein;
 - 3.1.19.2 the removal, reconstruction and/or construction of a building, building improvement or structure on the Common Property or on an Exclusive Use Area;
 - 3.1.19.3 the enclosing, or partial enclosing, of a patio or balcony;
 - 3.1.19.4 alterations to the wires, pipes, cables and ducts in respect of a Section;
 - 3.1.19.5 the extension of the boundaries or floor area of a Section;
 - 3.1.19.6 the destruction of a Section or part thereof.
 - 3.1.19.7 the consolidation of Sections or the subdivision of a Section;
- 3.1.20 'Trustees' mean the trustees of the Body Corporate from time to time.
- 3.1.21 'these rules' mean these Conduct Rules.
- 3.1.22 the headings to the respective rules and sub-rules are provided for convenience of reference only and are not be taken into account in the interpretation of the rules.
- 3.1.23 words and expressions to which a meaning has been assigned in the Act and the management rules shall bear the meaning so assigned to them.
- 3.1.24 words importing:
- 3.1.24.1 the singular number only shall include the plural, and the converse shall also apply;
 - 3.1.24.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.
- 3.1.25 when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.1.26 where figures are referred to in words and in numerals in these rules, if there is any conflict between the two, the words shall prevail.

4. DIRECTIVES

The Trustees may issue directives in connection with any conduct rule to provide direction and information as to the practical application of the conduct rule. The Trustees are not authorised to create new conduct rules through their issuing of directives. A directive shall not be in conflict with any management rule or conduct rule.

5. ANIMALS, REPTILES AND BIRDS (PETS)

- 5.1 The keeping of dogs (except guide dogs), cats and parrots in Sections, Exclusive Use Areas or on the Common Property is prohibited. No Owner or Occupier shall keep any dog, cat or parrot in a Section or on the Common Property, except for a guide dog. No person may bring any dog, cat or parrot onto the Premises, except for a guide dog.
- 5.2 Subject to sub-rule 5.1, an Owner or Occupier shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep an animal, reptile or bird (pet) in his Section or on the Common Property. To obtain the approval of the Trustees, an Owner or Occupier shall apply to the Trustees in writing.
- 5.3 When granting their approval referred to in sub-rule 5.2, the Trustees may impose reasonable conditions pertaining to the keeping of the animal, reptile or bird (pet). The Trustees may from time to time prescribe any reasonable conditions relating to the keeping of animals, reptiles or birds (pets).
- 5.4 The Trustees may withdraw their approval in the event of any breach of any condition prescribed by the Trustees in terms of sub-rule 5.3, upon which the Owner or Occupier shall immediately remove his animal, reptile or bird (pet) from the Section and the Common Property.
- 5.5 No person may feed any wild birds or wild animals on the Premises.

6. REFUSE DISPOSAL

- 6.1 An Owner or Occupier shall:
 - 6.1.1 deposit his refuse in suitable, strong plastic bags (refuse bags) and in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bag, and in case of broken glass, ensure that the glass is securely wrapped in newspaper, before being deposited into a refuse bag;
 - 6.1.2 be responsible to remove his refuse bags from his Section and shall place such refuse bags in the refuse bins provided on the Common Property;
 - 6.1.3 ensure that his refuse bags are properly sealed before removing it from his Section and shall take care not to soil the Common Property when conveying his refuse bags in accordance with sub-rule 6.1.2 above;
 - 6.1.4 be responsible for the disposal of building rubble, foreign items or big items that do not fit into a refuse bin;
 - 6.1.5 not deposit hot ash, sand or stones into any refuse bag or refuse bin.
- 6.2 An Owner or Occupier shall not leave any refuse or refuse bag on any part of the Common Property contrary to sub-rule 6.1.2.

7. VEHICLES

- 7.1 An Owner or Occupier shall park or stand his vehicle in the garage or on the parking bay (Exclusive Use Area) owned by him or rented by him from the Owner.
- 7.2 An Owner or Occupier may park or stand his vehicle on the parking bay rented by him from the Body Corporate.

- 7.3 The visitors' parking bays are primarily for the use of guests, visitors, or contractors of Owners and Occupiers, who may park or stand their vehicles on the designated visitor's parking bays, subject to compliance with the conditions imposed from time to time by the Trustees. Owners and Occupiers may also park or stand their vehicles on the visitors' parking bays, provided that a maximum of two vehicles per Section may be parked on the visitors' parking bays.
- 7.4 An Owner or Occupier may park a trailer on his own parking bay or on a visitors' parking bay for uploading and unloading purposes only, provided that the trailer shall not be parked on the Premises for longer than 8 (eight) hours. An Owner or Occupier or his visitors or guests may park a caravan, motor home or boat on the parking bay of the Owner or Occupier or on a visitors' parking bay, provided that the boundary of the parking bay shall not be exceeded and provided that such caravan, motor home or boat shall not be parked on the Premises for longer than 48 (forty eight) hours.
- 7.5 Subject to sub-rules 7.1, 7.2 and 7.3 above, no Owner or Occupier shall park or stand any vehicle upon the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, without the written consent of the Trustees. In particular no trucks, caravans, trailers, boats or other heavy vehicles may be parked on the Common Property, without the written consent of the Trustees.
- 7.6 Owners and Occupiers shall ensure that their vehicles, and the vehicles of their guests, visitors, or contractors, do not drip fuel, oil or brake fluid on to the Common Property or in any other way deface the Common Property.
- 7.7 Damaged vehicles, vehicles that are not in general use or that are not roadworthy may not be parked on an Exclusive Use Area or on any portion of the Common Property, without the prior written consent of the Trustees, and subject to the time period as may be approved by the Trustees and subject to such conditions as may be imposed by the Trustees.
- 7.8 No owner or Occupier shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle or part of a vehicle in his Section, on his Exclusive Use Area or on any portion of the Common Property. Only emergency repairs to vehicles may be done.
- 7.9 The Trustees may cause a vehicle, which is parked, standing or abandoned on the Common Property without the Trustees' consent or in contravention of these rules, to be removed or towed away, or its' wheels to be clamped. The Trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.
- 7.10 No person shall exceed the speed limit of 20 kilometres per hour when driving their vehicles on the Common Property. All drivers must observe the road signs and keep proper look out for other vehicles, pedestrians, children, wild birds or wild animals.
- 7.11 Owners and Occupiers shall not drive their vehicles on the Common Property in a reckless or negligent manner or in any manner which create a danger or risk to humans or property. No unlicensed person may drive a vehicle on the Common Property.
- 7.12 Owners and Occupiers shall not create a noise or nuisance through use of their vehicles on the Common Property and in particular no excessive revving of vehicles is allowed, and no loud music may emanate from a vehicle, and the hooters of vehicles shall not be sounded on the Common Property other than in emergencies.
- 7.13 Owners and Occupiers shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property.
- 7.14 The use of garden hose pipes is prohibited in respect of the washing of vehicles, motorcycles or the washing down of driveways, parking areas or patios.

8. GUIDELINES

- 8.1 The Trustees may compile Guidelines for the Body Corporate to control the design and appearance of buildings, building improvements and structures on the Premises and alterations, devices, additions and attachments to the Common Property or to the exterior of the building with reference to Conduct Rule 9. The Guidelines may contain the application forms prescribed by the Trustees and conditions imposed by the Trustees.
- 8.2 The Guidelines may be amended from time to time by the Trustees, subject to any directions given or restrictions imposed by the members of the Body Corporate at a general meeting.
- 8.3 Owners shall comply with the provisions of these rules and the Guidelines with regard to all Alterations in terms of these rules.

9. DAMAGE, ALTERATIONS, DEVICES, ADDITIONS AND ATTACHMENTS TO THE COMMON PROPERTY OR TO THE EXTERIOR OF A BUILDING, RENOVATIONS AND STRUCTURAL ALTERATIONS**Damage, alterations, devices, additions and attachments to the Common Property or to the exterior of a Building**

- 9.1 An Owner or person authorised by him shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property or the exterior of a Building, including the exterior of doors and windows, without first obtaining the written consent of the Trustees.
- 9.2 Notwithstanding sub-rule 9.1, an Owner or person authorised by him, may install:
- 9.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his Section; or
- 9.2.2 any screen or other device to prevent the entry of animals or insects:

Provided that the Trustees have first approved the nature and design of the device and the manner of its installation.

- 9.3 An Owner shall not without the prior written consent of the Trustees, who may attach reasonable conditions to their consent, construct to/on, or attach to/on the exterior of the Building, the Common Property or an Exclusive Use Area, any alteration, device, addition or attachment, inclusive of but not limited to a radio aerial, television aerial, satellite dish, air conditioner, solar heating system, shade cover or awning. The number of satellite dishes shall be restricted to three dishes per block. The Owner shall comply with the Guidelines and the requirements of the Trustees regarding the nature and design of the equipment and the manner and place of its installation.
- 9.4 To obtain the written consent of the Trustees in terms of sub-rules 9.1, 9.2 or 9.3, the Owner shall apply to the Trustees in writing and the application shall be accompanied by sufficient plans and specifications that explain the nature, design, shape, size, material, colours and location of installation of the proposed alteration, device, addition or attachment. The Trustees may grant their consent, or refuse such consent, in which case the Trustees must give reasons for their refusal. The Trustees may impose conditions when granting their consent.

Renovations

- 9.5 An Owner shall comply with the following provisions in respect of Renovations to his Section:
- 9.5.1 The Owner shall inform the Trustees of the intended Renovations at least 14 (fourteen) days' in advance. The Owner shall also inform all neighbours who will be affected, of the intended Renovations.
- 9.5.2 The Owner shall comply with all conditions imposed by the Trustees from time to time, relating to Renovations.

Structural Alterations

- 9.6 An Owner shall comply with the following provisions to obtain the written consent of the Trustees for Structural Alterations in terms of these rules:
- 9.6.1 The Owner shall submit an application to the Trustees, per the prescribed application form contained in the Guidelines, together with the building plans of the proposed Structural Alterations and any other additional documents that may be required by the Trustees.
- 9.6.2 The Owner shall pay the deposit, as determined by the Trustees, which deposit shall cover any claim/s that the Body Corporate may have arising from, or in regard to any damage sustained to a Building and/or the Common Property during construction of the Structural Alterations. The deposit shall also cover any costs incurred by the Body Corporate in relation to the Structural Alterations. The deposit shall be retained by the Trustees until completion of the work, to the satisfaction of the Trustees, whereupon the Trustees shall refund the deposit to the Owner within 30 (thirty) days of completion of the work, subject to the deductions that may be made by the Trustees in terms of this rule.
- 9.6.3 The Owner shall, if applicable, pay the scrutiny fee of the Architect to scrutinize the building plans on behalf of the Trustees to ensure compliance with the Guidelines. The Owner may elect to withdraw the application, if he elects not to pay the scrutiny fee, where required.
- 9.7 Upon receipt of the application, the Trustees will consider the application and will advise the Owner should any further documentation or information be required by them. The Trustees may require a favourable report by a structural engineer, with regard to the proposed Structural Alterations. The Trustees shall inform the Owner in advance, should the Trustees require a consultation with and/or report by an architect, engineer, legal advisor or other professional consultant regarding the proposed Structural Alterations, and of the estimated costs of such consultation or report, which will be for the account of the Owner. The Owner may elect to withdraw the application, should he elect not to pay such costs.
- 9.8 If the Trustees are satisfied that the proposed Structural Alterations are aesthetically acceptable, do not prejudice the structural integrity of the Building or the harmonious appearance of the Building, and are in accordance with the Guidelines (if applicable), for the purposes of which the Trustees shall be the sole arbiter and their decision shall be final and binding on the Owner, they shall approve and endorse the building plans and convey their written consent to the Owner of the Section. The Trustees may impose conditions when granting their consent.
- 9.9 Once the Trustees have endorsed the building plans, the Owner shall submit the building plans to the Local Authority for approval. Once the Local Authority has approved the building plans, a copy of the approved building plans must be submitted to the Trustees, to obtain their written consent to proceed with the Structural Alterations.
- 9.10 If required in terms of the Act, the Owner shall obtain the Body Corporate's authorisation of the Structural Alterations. The members of the Body Corporate may impose conditions when granting their authorisation.
- 9.11 The Owner and his contractors shall comply with the provisions of this rule and the conditions imposed by the Trustees relating to the construction of the Structural Alterations. Upon completion of construction of any Structural Alterations, the Owner must notify the Trustees who shall arrange for an inspection, before refunding the deposit to the Owner, subject to any deductions that may be made for costs and damages in terms of these rules.
- 9.12 If required in terms of the Act, the Owner shall ensure that the Structural Alterations are registered in the Deeds Registry, such as a subdivision, extension or destruction or partial destruction of a Section, or the consolidation of two or more Sections.

All Alterations and Renovations

- 9.13 The Owner shall comply with the following provisions with regard to all Alterations and Renovations in terms of this rule:

- 9.13.1 The Owner shall comply with the conditions imposed by the Trustees, and by the members of the Body Corporate, if applicable;
- 9.13.2 The Owner shall comply with the provision of the Guidelines and with the requirements of the Local Authority, if applicable.
- 9.13.2 The Owner shall ensure that reputable tradesmen with suitable qualifications or experience are appointed especially for plumbing, electrical and waterproofing work.
- 9.13.3 The Owner shall ensure that reputable architects, builders and structural engineers are appointed in respect of Alterations and Renovations, if applicable;
- 9.13.4 Appropriate insurance must be taken out by the Owner or his building contractor for the duration of the construction of Structural Alterations, if required by the Trustees. The Owner shall make provision for fire prevention and shall ensure that the safety of owners and occupiers are not compromised.
- 9.13.5 The Owner shall comply with the requirements of the Local Authority and the regulations to the National Building Regulations and Building Standards Act, No. 103 of 1977, as amended, and any other relevant legislation and regulations.
- 9.13.6 The Owner and his contractor shall adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993. For this purpose the contractor shall sign the mandatory agreement and declaration, and indemnification, as prescribed by the Trustees from time to time.
- 9.13.7 The Owner shall ensure that the harmonious appearance of the Building is not compromised. All doors and windows being installed must conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the Building.
- 9.13.8 The Owner shall ensure that the structural integrity of the Building is not compromised.
- 9.13.9 Any work done in pursuance of this rule, must be done during the hours of 08h00 to 17h00 on Mondays to Fridays and during the hours of 08h00 and 13h00 on Saturdays, but not on Sundays or on public holidays. No demolition, hammering, drilling, sawing, or use of power tools or other disturbing noise producing activities may be undertaken outside of these hours, except in an emergency and with the written consent of the Trustees. No work will be allowed during the builder's holiday over the December-January period, except for emergency repairs.
- 9.13.10 The Common Property must be kept clean, tidy and free of building rubble, which must be removed as work proceeds.
- 9.13.11 The electricity supply of the Body Corporate may not be used without the consent of the Trustees, who may assess the costs of such usage for the account of the Owner.
- 9.13.12 Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction and nuisance to other owners or occupiers.
- 9.13.13 The Owner must ensure that his workers and contractors comply with the relevant provisions of this rule.
- 9.13.14 The Owner accepts responsibility, and shall be liable to the Body Corporate (or other owners, as the case may be), for any damage caused by him, his workmen, or contractors, to the Common Property or to other Sections and indemnifies the Body Corporate against such damage or any claims arising therefrom.
- 9.13.15 In the event of the Common Property being damaged due to construction, the Trustees shall be entitled to appoint an independent contractor to repair the damages and the

Trustees may utilise the deposit (if any) to defray the costs of repairs. The costs of repairs may be recovered from the Owner and may be added to the levy account of the Owner.

- 9.14 Should any work commence before the Trustees have granted their consent, or should the scope of work be materially changed, the Trustees may instruct an Owner to have his builder stop the work, until permission to continue has been granted by the Trustees.

10. MAINTENANCE

- 10.1 Any alteration, device, addition or attachment made or installed by or on behalf of an Owner in terms of sub-rules 9.1, 9.2 or 9.3 shall be maintained by the Owner in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense. If an Owner fails to maintain adequately such alteration, device, addition or attachment and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Trustees, the Trustees shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such owner. The costs incurred by the Trustees may be added to the Owner's account and the costs may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.

- 10.2 An Owner shall:

10.2.1 repair and maintain his Section in a state of good repair as required by section 44(1)(c) of the Act;

10.2.2 repair and maintain (including renewal where reasonably necessary) the pipes, wires, cables and ducts situated inside his Section and used in connection with the enjoyment of that Section only, in a state of good repair as required by section 44(1)(c) of the Act.

- 10.3 If an Owner:

10.3.1 fails to repair or maintain his Section in a state of good repair as required by section 44(1)(c) of the Act; or

10.3.2 fails to repair and maintain (including renewal where reasonably necessary) the pipes, wires, cables and ducts situated inside the Section and used in connection with the enjoyment of that Section only, in a state good repair as required by section 44(1)(c) of the Act,

and any such failure persists for a period of 30 (thirty) days after written notice to repair or maintain given by the Trustees or the managing agent on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner. The costs shall be due and payable by the Owner upon demand, and failing which, the costs may be added to the Owner's account and the costs may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.

- 10.4 An Owner shall keep his Exclusive Use Area in a clean and neat condition. If the Owner fails to keep his Exclusive Use Area in a clean and neat condition and any such failure persists for a period of 30 (thirty) days after written notice to do so, given by the Trustees or the managing agent on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such owner. The costs shall be due and payable by the Owner upon demand, and failing which, the costs may be added to the Owner's account and the costs may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.

- 10.5 An Owner shall replace the window panes of his Section at his own costs within 7 (seven) days of it being broken, from whatsoever cause. If any fails to replace the window panes of his Section and any such failure persists for a period of 7 (seven) days after written notice to repair or maintain given by the Trustees or the managing agent on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such owner.

- 10.6 An Owner or Occupier shall not allow any part of his Section to become unsanitary or accumulated with rubbish, a danger to health or otherwise dirty or untidy.
- 10.7 An Owner shall ensure that the water closets and lavatories are only used for its ordinary purpose, and no sweepings, rubbish, sanitary waste, rags or other refuse shall be placed therein. The Body Corporate shall be entitled to clear blockages or obstructions in the main drainage or waste system at the expense of the relevant Owner of the section, responsible for such blockages or obstructions.

11. ACCESS TO SECTIONS AND EXCLUSIVE USE AREAS

An Owner or Occupier shall permit any person authorized in writing by the Body Corporate, at all reasonable hours on notice (except in case of emergency, when no notice shall be required), to enter his Section or Exclusive Use Area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the Section and capable of being used in connection with the enjoyment of any other Section or Common Property, or for the purposes of ensuring that the provisions of the Act and the rules are being observed.

12. APPEARANCE FROM OUTSIDE

- 12.1 An Owner or Occupier shall not place, store or do anything in a Section, on an Exclusive Use Area or on any part of the Common Property, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section.
- 12.2 Owners and Occupiers shall ensure that their Sections are provided with adequate curtaining or blinds. All curtains must have white or beige linings and all linings to curtains, and blinds must be aesthetically acceptable to the Trustees in their discretion when viewed from the outside of the Section.
- 12.3 Only curtains or blinds may be used as window coverings and no tinted film coatings, tinting foil sheets, towels or the like will be permitted.

13. SIGNS AND NOTICES

- 13.1 No Owner or Occupier shall place any sign, notice, flag, billboard, or advertisement of any kind whatsoever in a Section, or on an Exclusive Use Area or on any part of the Common Property without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- 13.2 All external signage to the Building must be in accordance with the Local Authority approved signage requirements.

14. LITTERING

An Owner or Occupier nor any other person shall deposit, throw, or permit or allow to be deposited or thrown, on any patio, balcony, Exclusive Use Area or on any part of the Common Property any rubbish, including dirt, cigarette butts, food scraps, wrappers, news or magazine print or any other litter whatsoever. In particular no litter may be washed down any storm water drain.

15. LAUNDRY

- 15.1 An Owner or Occupier shall not, without the consent in writing of the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of a Section, a Building, an Exclusive Use Area or the Common Property so as to be visible from outside a Building/s or from any other Section/s. In particular no washing or laundry may be visible when hung on any balcony. No washing or laundry may be hung from any window or on any walkway.
- 15.2 An Owner or Occupier may hang his washing or laundry on the washing lines available on the Common Property, subject to the reasonable conditions imposed from time to time by the Trustees.

16. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An Owner or Occupier shall not store any material, or do or permit or allow to be done, any other act in a 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 or which will or may lead to the insurance policy of the Body Corporate being suspended or cancelled or rendered void.

Only LPG gas cylinders of up to a maximum of 9kg capacity are permitted on the premises. Only one cylinder per unit and one cylinder per garage are permitted.

17. SALE, LETTING, OCCUPANCY, USE OF SECTIONS AND RELATED MATTERS

17.1 Upon the sale/transfer of a Unit, the Owner shall provide the Trustees with the following information and any further information or documentation required by the Trustees:

17.1.1 the new contact details of the Owner;

17.1.2 the full names and surnames, address, telephone number, e-mail address and fax number of the purchaser;

17.1.3 the envisaged date of occupation;

17.1.4 the number of persons who will occupy the Section.

17.2 Upon entering into a lease agreement in respect of a Unit, and subsequently should any such details change, the Owner shall provide the Trustees with the following information and any further information or documentation required by the Trustees:

17.2.1 the contact details of the Owner;

17.2.2 the full names, address, telephone number, e-mail address and fax number of the lessee and other occupiers of the Section;

17.2.3 the duration of the lease;

17.2.4 the number of persons who will occupy the Section.

17.3 All lessees of Sections and other persons granted rights of occupancy by any Owner of the relevant Section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.

17.4 A complete copy of the conduct rules must accompany the lease agreement and must be incorporated into the lease agreement as an annexure thereto. The lease agreement must stipulate that the agreement may be terminated by the Owner (lessor) upon breach of the conduct rules by the lessee or other occupiers of his Section. The breach of these conduct rules shall automatically constitute a breach of the lease agreement, and will entitle the Owner to terminate the lease agreement with immediate effect.

17.5 The Owner is responsible to ensure compliance with these rules by the lessees and other occupiers of his Section and the Trustees shall have a right of recourse against the Owner of the Section, if the lessee or other occupiers of his Section fail to comply with these rules or cause damages to the Common Property. The Owner shall be liable for any penalties imposed regarding contraventions of these rules by the lessee or occupier of his Section.

17.6 The number of persons, including children, who may reside in a Section shall not exceed 2 (two) persons per bedroom of the Section.

17.7 Owners and Occupiers shall comply with the duties specified in section 44 of the Act and in Management Rule 68.

17.8 An Owner 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 Building or the Common Property, or the carrying on of business in the Building, or so contravene or permit the contravention of the conditions of title applicable to his Section or any other Section or to his Exclusive Use Area or any other Exclusive Use Area.

18. ERADICATION OF PESTS

- 18.1 An Owner shall keep his Section free of rats, mice, lice, cockroaches, 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 upon his Section from time to time for the purpose of inspecting the Section 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 Section, replacement of any woodwork or other material forming part of such Section that may be damaged by any such pests shall be borne by the Owner concerned.
- 18.2 No animal or poultry may be slaughtered in a Section, or on an Exclusive Use Area, or on any part of the Common Property.

19. NOISE AND NUISANCE

- 19.1 No Owner or Occupier shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound, or shall use any offensive, obscene, injurious or unbecoming language in a Section, or on an Exclusive Use Area, or on any part of the Common Property. All radios, televisions, stereo systems and other appliances emitting sound must be kept at audio levels, which are reasonable, in the discretion of the Trustees, at all times.
- 19.2 Owners and Occupiers shall daily specifically between the hours of 22h00 and 07h00 maintain quietness in their Sections and on the Common Property. On Sundays or public holidays no undue noise or disturbance may be caused at any time of the day.
- 19.3 An Owner or Occupier shall not use his Section, Exclusive Use Area or the Common Property or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner or Occupier or an unreasonable invasion of his privacy.
- 19.4 No firearm may be discharged in a Section, or on an Exclusive Use Area, or on any part of the Common Property, except under such circumstances which would reasonably justify the use of a firearm for self-defence and related purposes.
- 19.5 Owners and Occupiers are responsible for the conduct of their children and the children of their visitors or guests and are liable for the costs to repair any damages caused by them to the Common Property.
- 19.6 Owners and Occupiers shall at all times supervise their children and the children of their visitors or guests to ensure that they do not cause damages to the Common Property and to prevent them from causing a noise, nuisance or disturbance to other Owners or Occupiers, or an invasion of their privacy.

20. USE OF THE COMMON PROPERTY

- 20.1 An Owner or Occupier shall use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners and Occupiers or other persons lawfully on the Premises. In particular they must ensure that the number of guests or visitors at any one time is not such as to prejudice the comfort, use, enjoyment or convenience of other Owners or Occupiers.
- 20.2 Owners and Occupiers shall adhere to the following restrictions and shall ensure that their children adhere to the following restrictions:
- 20.2.1 No pellet guns may be discharged on the Common Property.

- 20.2.2 No stones or solid objects may be thrown or propelled on the Common Property or from any Section or Exclusive Use Area.
- 20.2.3 No skateboards, roller skates or roller blades may be used on the Common Property grass or road, it may only be used on the walkways. 'Quad bikes', carts, scooters, motorbikes or bicycles may not be driven or used on the Common Property other than for the purpose of normal ingress to, and egress from, the Premises.
- 20.2.4 Only soft-ball games may be played on the Common Property.
- 20.2.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on the Common Property.
- 20.3 No auction, fete, jumble sale or exhibition may be held in a Section or on the Common Property, without the written consent of the Trustees.
- 20.4 Owners and Occupiers shall not store or leave any item or article on the Common Property without the written consent of the Trustees.
- 20.5 An Owner or Occupier shall not plant any trees, shrubs or plants on the communal garden, without the consent of the Trustees.
- 20.6 Owners and Occupiers shall not cause damages to the Common Property gardens. No flowers, plants or trees may be removed from the Common Property gardens without the consent of the Trustees.

21. USE OF THE SWIMMING POOL

- 21.1 Owners and Occupiers shall comply with the following conditions and any further conditions imposed from time to time by the Trustees pertaining to use of the swimming pool:
 - 21.1.1 All persons must be suitably attired when using the swimming pool;
 - 21.1.2 Children must be accompanied by an adult, when using the swimming pool;
 - 21.1.3 No solid objects may be tossed into the swimming pool;
 - 21.1.4 Any games or activities causing a disturbance to, or endangering any other users of the swimming pool, are strictly forbidden;
 - 21.1.5 Persons using the swimming pool between the hours of 22h00 and 07h00 should take special care not to disturb owners and occupiers of sections;
 - 21.1.6 Under no circumstances are glass objects allowed within the pool enclosure and braai area, but plastic utensils must be used;
 - 21.1.7 Under no circumstances should the automatic cleaning equipment such as the Kreepy-Krauly be disconnected or be removed from the water.

22. USE OF THE BRAAI FACILITIES AND BRAAIING ON PATIOS, BALCONIES AND THE COMMON PROPERTY

- 22.1 Owners and Occupiers shall use the braai facilities available on the Common Property for the purpose of braaiing. When using the braai facilities, owners and occupiers shall comply with the following conditions and any further conditions imposed from time to time by the Trustees:
 - 22.1.1 Owners and Occupiers shall not cause an undue noise or disturbance when using the braai facilities;
 - 22.1.2 After use, the braai facilities and surrounds must be left in a clean and neat condition.

22.2 Owners and Occupiers may use wood for the purpose of braaiing in the communal braai facilities. Owners and Occupiers shall not use wood, but shall only use gas- or electrical braai devices, and charcoal in charcoal burners and Weber-type braais to braai on their patios and balconies. Owners and Occupiers may use wood or charcoal in charcoal burners and Weber-type braais to braai on other parts of the Common Property away from the buildings at a safe place, subject to the conditions imposed from time to time by the Trustees.

23. PROHIBITIONS RELATING TO THE DAM

23.1 No water sport or watercraft is allowed on the dam.

23.2 No swimming is allowed in the dam and no person may enter the dam without the authorisation of the Trustees.

23.3 No pet shall be allowed to enter the dam or the Premises.

23.4 Noise must be kept to a minimum so as not to disturb residents or waterfowl.

23.5 No feeding of waterfowl or fish is allowed.

23.6 No fishing is permitted at the dam, unless authorised by the Trustees.

23.7 No person shall discard any litter or any article of any nature whatsoever in the dam. No person shall pollute or permit the pollution of the dam by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.

24. DAMAGE

In the event of damage being caused to the Common Property by an Owner or Occupier or by the family members, guests, visitors, employees or contractors of an Owner or occupier, the Owner shall be liable to compensate the Body Corporate for the costs of repairing the damage, which costs shall be due and payable by the Owner upon demand, and failing which, the costs may be added to the Owner's account and the costs may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.

25. RISK

Any person present on the premises or the Common Property or using any of the services or facilities of the Body Corporate does so entirely at his own risk. No person shall have any claim against the Body Corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the Common Property or on the premises, nor for any act done or for any neglect on the part of the Body Corporate or any of its employees, agents or contractors.

26. BREACH

26.1 In the event of any breach of these rules by the Occupiers of the Section or by the family members, guests, visitors, employees or contractors of the Owner or Occupiers, such breach shall be deemed to have been committed by the Owner of the Section. Without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Owner of the Section.

26.2 Should an Owner or the Occupiers of his Section, or the family members, guests, visitors, employees or contractors commit any breach of these rules and fail to commence to remedy that breach within a period of 7 (seven) days after the receipt of written notice to that effect and complete the remedying of such breach within a reasonable time, then the Trustees shall be entitled on behalf of the Body Corporate, without prejudice to any other rights or remedies which the Trustees or the

Body Corporate or any other owner may have in law or in terms of the Act, the management rules or these rules, including the right to claim damages and the right to impose penalties:

- 26.2.1 to enter upon the Section and/or Exclusive Use Area and/or the Common Property to take such action as may be reasonably required to remedy the breach and the Owner shall be liable to the Body Corporate for all costs so incurred, which costs shall be due and payable upon demand, and failing which the costs may be added to the Owner's account and the costs may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies, and/or
 - 26.2.2 to institute proceedings on behalf of the Body Corporate against such Owner and/or Occupier in any court of competent jurisdiction for such relief as the Trustees may consider necessary, and/or
 - 26.2.3 to proceed with arbitration against such Owner in terms of management rule 71, and/or
 - 26.2.4 to institute proceedings with the relevant Ombud.
- 26.3 The Owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of penalties, costs or any other amounts due and owing by such owner to the Body Corporate, or in enforcing compliance with the Act, the management rules and these rules.

27. IMPOSITION OF PENALTIES

- 27.1 If the conduct of an Owner or Occupier or the family members, guests, visitors, employees or contractors of the Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the Act, or of the management rules or conduct rules, the Trustees may by written notice impose a fine on the Owner, which written notice shall state the reasons for the imposition of the fine. The written notice imposing the fine may, in the discretion of the Trustees, be preceded by a written notice, informing the Owner of the nuisance or contravention, and warning him of the impending fine, should he fail to remedy the contravention and/or persist in the conduct or contravention.
- 27.2 The fine imposed in terms of sub-rule 27.1 above shall be effective (due and payable) on the date of the written notice, and must be paid within 30 (thirty) days of the date of the written notice, failing which the fine may be added to the contribution (levy) which the Owner is obliged to pay in terms of section 37(1) of the Act. The fine may be added to the Owner's account and may be recovered from the Owner in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.
- 27.3 The Trustees may from time to time determine the amounts of fines in respect of the various contraventions and in respect of first and successive contraventions, subject to the directions given, or the restrictions imposed, by the Owners at a general meeting of the Body Corporate.
- 27.4 An Owner may lodge an objection against the fine imposed with the Trustees, by written notice to the Trustees stating the reasons for the objection.
- 27.5 Upon receipt of the objection, the Trustees may:
- 27.5.1 withdraw or reduce the fine, or
 - 27.5.2 by written notice to the Owner schedule a hearing before the Trustees for the purpose of considering the objection.
- 27.6 At the hearing referred to in sub-rule 27.5.2 above, the Owner and the Occupiers (if applicable) shall have the right to be present, and to be assisted or represented by another person and to:
- 27.6.1 be heard and to give evidence;

27.6.2 call witnesses and to cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence.

27.7 Upon the conclusion of the hearing, the Trustees shall deliberate the evidence and if so resolved, they may:

27.7.1 uphold the fine, or

27.7.2 withdraw or reduce the fine.

28. NOTICES

28.1 Any notice to an Owner in terms of these rules, will be regarded as having been properly given if such notice is:

28.1.1 delivered to the Owner by hand, in which event it shall be regarded as having been received on delivery;

28.1.2 delivered by registered post to the Owner to his *domicilium citandi et executandi*, in which event it shall be regarded as having been received on the 14th day after the date of postage;

28.1.3 delivered to the Owner by fax or e-mail to the fax number or e-mail address of the Owner, in which event it shall be regarded as having been received on the date of transmission.

28.2 In all instances where a notice is sent to the Occupier in terms of these rules, a copy of the notice shall also be sent to the Owner of the relevant Section.

29. WRITTEN CONSENT

Whenever the written consent of the Trustees is required in terms of these rules, application for such consent must be made in writing and the applicant shall furnish the Trustees with all the details and documents as required by them. The written consent of the Trustees in terms of these rules or the withdrawal thereof shall be in such format as decided from time to time by them. The Trustees may attach reasonable conditions to their consent and they may summarily withdraw their consent, if any condition imposed is not complied with.

30. RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.
