

THE BODY CORPORATE OF
BERMUDA BEACH

SS NO. 178/97

CONDUCT RULES

[Section 10(2)(b) of the Sectional Titles Schemes Management Act, No. 8 of 2011]

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1. PREAMBLE

- 1.1 These rules have been drawn up with a view to ensure orderly, pleasant and congenial conditions and surroundings for all the owners and occupiers in the Complex.

2. APPLICABILITY

- 2.1 These Conduct Rules, the provisions of the Management Rules and of Section 13 of the Sectional Titles Schemes Management Act, No. 8 of 2011, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners, tenants (lessees), employees and other occupiers of sections.
- 2.2 It shall be the responsibility of an owner to ensure compliance with these rules by the tenant (lessee) or the occupier of his or her section, including their, or the owner's, employees, contractors, family members, visitors and guests.
- 2.3 An owner is strictly liable for payment in respect of any damages caused by him or her and for any penalty imposed upon him or her, or for any damage caused by or penalty imposed on any person referred to in sub-rule 2.2.

3. INTERPRETATION

- 3.1 In the interpretation of these rules, unless the context clearly indicates a contrary intention:
- 3.1.1 "STA" means the Sectional Titles Act, No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder;
- 3.1.2 "STSMA" means the Sectional Titles Schemes Management Act, No. 8 of 2011, as amended from time to time and any regulations made and in force thereunder;
- 3.1.3 "Day" shall include weekdays, Saturdays, Sundays and Public Holidays;
- 3.1.4 "Complex" shall mean the Bermuda Beach Sectional Title Scheme, No. SS 178/97;
- 3.1.5 'CSOS' shall mean the Community Schemes Ombud Service as established in terms of the Community Schemes Ombud Service Act, No. 9 of 2011, as amended from time to time;
- 3.1.6 "The Buildings" shall mean the buildings to which these rules apply;
- 3.1.7 "Trustee" shall include a replacement trustee;
- 3.1.8 The words used shall bear the meaning assigned to them in the STSMA and STA;
- 3.1.9 The singular shall include the plural and vice versa;
- 3.1.10 A reference to any one gender shall include the other genders;
- 3.1.11 A reference to natural persons shall include legal persons and vice versa.
- 3.2 The headings to these rules are for convenience and shall be disregarded in construing these rules.

4. DIRECTIVES

- 4.1 The trustees may from time to time issue Directives in connection with any Conduct Rule.

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- 4.2 The Directives shall not be in conflict with any Management Rule or Conduct Rule.
- 4.3 The Directives shall provide direction as to the practical application of a Conduct Rule or use of the common property and/or communal facilities. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule or use of the common property and/or communal facilities. The trustees are not authorised to create further Conduct Rules through their issuing of Directives.

5. DESIGN MANUAL

- 5.1 The trustees may from time to time prepare and revise a Design Manual containing design guidelines in respect of alterations or renovations referred to in Conduct Rule 10. The Design Manual may contain specifications and illustrations as to the nature, design, material, colour, and manner of installation required in respect of alterations or renovations to ensure uniformity of construction.
- 5.2 The provisions of the Design Manual, or any amendment thereof, shall be enforceable as of the date of approval thereof by the members in general meeting by special resolution.
- 5.3 The Design Manual shall form part of these conduct rules and the provisions thereof shall be binding upon owners and occupiers and shall be strictly adhered to by them.

6. ANIMALS, REPTILES AND BIRDS

- 6.1 The owner or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird ('pet') in a section or on the common property.
- 6.2 Notwithstanding the provisions of sub-rule 6.1 above, an owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 6.3 All owners and occupiers keeping a pet in terms of sub-rules 6.1 and 6.2 above, or in respect of any rules in force prior to the adoption of these rules, shall comply with the following:
 - 6.3.1 dogs shall only be allowed on the common property if controlled on a leash;
 - 6.3.2 only one dog or cat per section is permitted;
 - 6.3.3 no pets are allowed to be left unattended on the common property;
 - 6.3.4 all cats and dogs must wear identity tags with the telephone number and/or the section number of the owner or occupier clearly visible thereon;
 - 6.3.5 owners and occupiers shall ensure that their pets do not foul the common property, nor cause a nuisance or excessive noise to any other owner or occupier;
 - 6.3.6 all excrement of pets is to be removed immediately from the common property and disposed of in an appropriate manner; and
 - 6.3.7 owners and occupiers shall ensure that their pets do not cause harm or injury to any owner or occupier, or damage to any property.
- 6.4 The trustees may prescribe any reasonable conditions and/or Directives when granting approval in terms of sub-rule 6.1 or in the case of a dog being kept in terms of sub-rule 6.2 Approval applies to the specific pet only.
- 6.5 The trustees may withdraw approval granted in the event of breach of a sub-rule, condition or Directive upon which the owner or occupier has to remove the animal,

insect, reptile or bird from the section and the common property within 30 days of notification.

- 6.6 In suitable circumstances, the trustees may apply to CSOS or a Court having jurisdiction, for an order or award for the removal of a pet from a section and/or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in the Management Rules.
- 6.7 Visitors are not permitted to bring any animal, reptile or bird into the Complex.

7. REFUSE DISPOSAL

- 7.1 An owner or occupier of a section shall:
- 7.1.1 maintain in an hygienic and dry condition, a receptacle for refuse within his or her section, exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - 7.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - 7.1.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - 7.1.4 when the refuse has been collected, promptly return such receptacle to his or her section or other area referred to in ~~paragraph a~~ sub-rule 7.1.1;
 - 7.1.5 not leave refuse or other materials on the common property in a way or place likely to interfere with the use or enjoyment of the common property by another owner or occupier;
 - 7.1.6 not leave refuse or other materials outside his or her unit, or on any portion of the common property other than as provided for in sub-rule 7.1.3 above;
 - 7.1.7 ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

8. VEHICLES

- 8.1 No owner or occupier shall park or stand any vehicle upon common property, or permit or allow any vehicle to be parked or stood upon the common property without the consent of the trustees in writing.
- 8.2 Vehicles may not be parked in any manner so as to hinder the free flow of traffic within the Complex and access to and egress from garages and parking bays shall not be obstructed. Only one vehicle per parking bay is permitted.
- 8.3 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 to the common property or in any other way deface the common property. If dripping or damage occurs, restoration may be affected by the body corporate at the expense of the owner of the section.
- 8.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 8.5 Vehicles may not exceed a speed of 30 kilometres per hour on any part of the common property.
- 8.6 Hooters may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 8.7 Owners and occupiers shall not rev their engines excessively.

- 8.8 Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the Complex other than for such short periods as may be approved in writing by the trustees.
- 8.9 Parking bays and garages shall be kept clean and tidy at all times.
- 8.10 The washing of vehicles on the common property is prohibited.
- 8.11 No parking of vehicles on lawns is permitted.
- 8.12 Owners, their visitors and their guests, employees or contractors may not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interests of safety.
- 8.13 No trailers or caravans shall be parked on any of the exclusive use parking areas or visitors' parking bays. Trailers and caravans may be parked behind the clubhouse at the owner's risk.
- 8.14 Visitors' parking bays may only be used for parking by bona fide visitors to the Complex.
- 8.15 Vehicles parked or entering the Complex are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which owner, or any person claiming through or under him or her, may suffer in consequence if his or her vehicle having been parked on the common property.
- 8.16 The trustees may impose penalties or clamp any vehicle which is parked, stood or abandoned in contravention of these rules. The owners in general meeting may, from time to time, determine the applicable penalties and/or release fee for the unclamping of a vehicle.

9. DAMAGE TO COMMON PROPERTY

- 9.1 The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

10. ALTERATIONS OR RENOVATIONS

- 10.1 The provisions of this rule shall apply, where applicable and as required by the context, in addition to the following:
 - 10.1.1 approval by way of a special resolution by the members for the extension of a section as required in terms of section 24 of the STA;
 - 10.1.2 written approval of all members for the extension of the scheme by way of a new section as required in terms of section 25 of the STA;
 - 10.1.3 approval by way of an ordinary resolution by the members for the construction or placement of a structure or building improvement on an exclusive use area as required in terms of management rule 30(g) (as prescribed);
 - 10.1.4 any other applicable provision of the STSMA, the STA or the Management Rules;

it being specifically recorded that no provision of this rule shall, in any manner or form, be construed as derogating from or affecting the abovementioned legislative requirements.

Minor alterations or additions to the common property

- 10.2 An owner or person authorised by him or her may install:
- 10.2.1 a locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
 - 10.2.2 a 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.
- 10.3 An owner or person authorised by him or her, shall not construct, attach to or affix to any part of the exterior of a Building, or place or construct on, or affix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to, satellite dishes, solar heating systems, extractor fans, air conditioners, generators, chimneys, canopies, awnings, shade covers or similar items without the prior written consent of the trustees, who may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.
- 10.4 The repair and servicing of the existing TV aerials is solely the responsibility of the Trustees. No private TV or radio aerials may be erected.
- 10.5 A request for the trustees' consent or approval contemplated in sub-rule 10.3 must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, method of installation, design, shape, size, material, colours and location of the proposed item.
- 10.6 The owner or occupier of a section must keep any item, structure, improvement, fixture or addition installed in terms of sub-rules 10.2 or 10.3 in good order and repair at his or her expense.
- 10.7 The trustees' consent for such item, structure, improvement, fixture or addition as contemplated in sub-rules 10.2 and 10.3 may at any time be withdrawn in the event of non-compliance with these rules or any of the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost.

Structural alterations or renovations to sections

- 10.8 Any structural alteration or renovation affecting a section or the common property, and alterations to work on plumbing, electrical or gas installations or conduits, may only be carried out after:
- 10.8.1 compliance with all relevant provisions of the STSMA, the STA (if applicable), and the Rules;
 - 10.8.2 compliance with all health and safety regulations or as otherwise required by the relevant authority;
 - 10.8.3 obtaining the written approval of the local authority, if applicable; and
 - 10.8.4 obtaining the written consent of the trustees, which shall be accompanied by conditions.
- 10.9 All structural alterations and alterations to, or repairs of, plumbing, electrical or gas installations or conduits, must be done by qualified and registered artisans and the work must comply with standards required by the local authority.
- 10.10 Whereas an owner may effect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the prior written consent of the trustees.
- 10.11 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or renovations to sections or any part of the common property:

- 10.11.1 A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
- 10.11.2 The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The trustees may request that a report by a structural engineer or architect be furnished by the owner. The costs of such report shall be borne by the owner.
- 10.11.3 If provisional consent is given, the owner must proceed to have building plans prepared and approved by an engineer (if required) and the local authority (if required), and which may not deviate from the sketch plan.
- 10.11.4 A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees prior to any work being done.
- 10.11.5 At the written notification of the trustees or the managing agent, the owner shall at the owner's own expense, arrange for additional security during the course of undertaking the alterations or renovations.
- 10.11.6 If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations, the costs of which shall be for the account of the owner.
- 10.11.7 After obtaining all the required information and advice, the trustees shall, as soon as is reasonably possible, consider the application, reach a decision, and advise the applicant of such decision.
- 10.11.8 A deposit as determined by the trustees from time to time, shall be payable by the owner, before any work may commence. All costs of rectifying any damage to common property or any other charges accruing against the owner arising out of any building activity or contravention of these rules, will be deducted from his or her deposit at the discretion of the trustees.
- 10.11.9 The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measures applicable and the temporary storage of building material and machinery within the Complex.
- 10.11.10 All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the Buildings.
- 10.11.11 The alterations and renovations contemplated in this rule shall comply with the provisions contained in the Design Manual.
- 10.11.12 The owner shall indemnify the body corporate in respect of any damage caused to common property, either inside or outside the Buildings.
- 10.11.13 The electricity and/or water supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- 10.11.14 Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any.
- 10.11.15 Any work done involving noise, must be done on weekdays during the hours 08:00 to 11:00 and on Saturdays between 08:00 and 13:00, but not at all on Sundays or proclaimed public holidays.
- 10.11.16 The owner shall ensure that debris, rubble, equipment, tools and materials are removed from the common property on a daily basis. Should the owner

fail to remove rubble, the trustees shall be entitled to remove the rubble at the cost of the owner concerned which may be deducted from the deposit.

All alterations

- 10.12 If any work done by or on behalf of an owner in pursuance of the provisions of this rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be deducted from his or her deposit. Any penalties imposed for the transgression of any rules, sub-rules or conditions imposed by the trustees may also be deducted from the deposit.
- 10.13 Unless otherwise provided for in terms of the STSMA, the STA or the rules, any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to adequately maintain such alteration, improvement, fixture, addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to clean, 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.
- 10.14 The trustees shall have the discretion to decide what constitutes a 'minor alteration or addition' or a 'structural alteration' and/or 'renovation' subject to any Directives that may be given by members at a general meeting, by majority vote.

11. APPEARANCE FROM OUTSIDE

- 11.1. The owner or occupier of a section used for residential purposes shall not place or do anything on 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.
- 11.2 Pot plants, braai devices and patio furniture are the only items that may be stored on patios, stoeps or balconies.
- 11.3 With regard to pot plants, the emphasis is on good quality, well-maintained pots limited to reasonable quantities.
- 11.4 Pots on upstairs balconies must be equipped with catchment trays in order to avoid water nuisance to occupiers below.
- 11.5 Patio furniture must be limited to typical, conventional makes of tables, chairs or benches that have been specifically designed for exterior use. The use of the white plastic patio furniture is recommended; provided that the trustees may allow other types of conventional outdoor furniture in white, green or stained wood.
- 11.6 Save as provided for in sub-rules 11.2, no items of any nature, be it laundry, surfboards, equipment, boxes, bicycles and the like, or any item may be stored or hung on any balconies, patios or hand rails.
- 11.7 Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation.

12. SIGNS AND NOTICES

- 12.1 No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the section, without the written consent of the trustees first having being obtained.

- 12.2 The trustees may remove such sign, notice, billboard or advertisement in the event of no written permission having been obtained. Such removal and any restoration, which may be reasonably required, will be effected at the cost of the owner concerned.

13. LITTERING

- 13.1 An owner or occupier of a section 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 other litter whatsoever.
- 13.2 An owner or occupier shall remove all items when clearing his or her post-box and shall dispose of any unwanted items in a suitable refuse container.

14. LAUNDRY

- 14.1 An owners or occupier of a section shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other section.
- 14.2 Owners and occupiers shall make use of the washing lines installed on the common property. No additional washing lines shall be installed on common property, balconies or under balconies.

15. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 15.1 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 the premium payable by the body corporate on any insurance policy.
- 15.2 The owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes. This rule does not apply to the storage of fuel or gas in the fuel tank of a vehicle, generator or engine, or a fuel tank or gas cylinder kept for domestic purposes.

16. LETTING AND OCCUPANCY

- 16.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obligated to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.
- 16.2 Prior to granting occupation in respect of any lease agreement the owner shall submit the following information to the trustees:
- 16.2.1 the full names, identity numbers, passport numbers (if applicable) e-mail addresses and contact telephone numbers of the tenant(s) and other occupiers of the section;
 - 16.2.2 the duration of the agreement;
 - 16.2.3 the address, email address and telephone number(s) of the owner and agent (if applicable); and
 - 16.2.4 confirmation that the tenant(s) and other occupiers have been given a copy of the Conduct Rules;

- 16.3 Sub-rule 16.2 above shall be subject to the provisions of the Protection of Personal Information Act, No. 4 of 2013.
- 16.4 An owner of a section, whether or not he or she personally occupies that section, shall at all times ensure that the number of persons who reside in a section does not exceed two persons per bedroom. "Reside" shall be construed as being 48 (forty eight) hours or longer.
- 16.5 Notwithstanding sub-rule 16.4 with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 21 (twenty one) days at a time and not for an aggregate period of more than 28 (twenty eight) days in any calendar year.
- 16.6 An owner shall notify the manager, managing agent or trustees forthwith in writing of any change of ownership of his or her section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.
- 16.7 No form of "AirBnB", "time-sharing", holiday letting or any similar arrangement or scheme may be concluded in respect of a section or any portion thereof.
- 16.8 No section, or any portion thereof, may be leased to any person for a period of less than 3 (three) months.
- 16.9 Parking bays and garages may only be used by or let to owners or lawful occupiers of sections.

17. ERADICATION OF PESTS

- 17.1 An owner shall keep his or 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 authorized agents or employees, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests. The cost of the inspection, eradicating any such pests as maybe found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

18. USAGE OF SECTIONS, COMMON PROPERTY AND RELATED MATTERS

- 18.1 All owners and occupiers (and their respective contractors, employees, family members, guest and visitors) of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers of the Buildings and in accordance with these Rules and the provisions of the STSMA.
- 18.2 Except for a sale in execution of a unit, no auction, jumble or similar sales or exhibitions, shall be held on the common property or in a section, nor may any section, save as otherwise provided for in the STSMA, be used for any purpose that it was not intended for.
- 18.3 An owner shall be held liable for the costs of repairs in the event of damage of whatsoever nature being caused to the common property by such owner or his or her occupier, or any of their visitors, guests, contractors or employees.

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- 18.4 The body corporate or its agents, representatives or employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 18.5 An owner shall not store, place or leave, or allow to be stored, placed or left, any article or thing on any part of the common property except with the written consent of the trustees first having been obtained.
- 18.6 No business, profession or trade may be conducted on any part of the common property or in any section. This sub-rule shall not apply to owners or occupiers working from their sections ('home office'); provided that such owner or occupier shall:
- 18.6.1 not have employees in his or her employ working from anywhere within the Complex or visiting the section from time to time (unless such employee is an owner or lawful occupier);
 - 18.6.2 not receive or meet clients within the Complex;
 - 18.6.3 not cause a nuisance or disturbance to other owners and occupiers;
 - 18.6.4 not store and/or sell goods or other items from his or her section, garage or any portion of the common property;
 - 18.6.5 continue to use his or her section primarily for residential purposes;
 - 18.6.6 not place any additional burden on the communal facilities provided within the Complex or in any manner prejudice security.
- 18.7 The use, possession or distribution of drugs or other illegal substances is not permitted anywhere within the Complex.
- 18.8 Criminal activities, disturbing behaviour or any conduct which damages the reputation of the scheme, such as domestic violence, prostitution, vandalism, etc. are strictly prohibited.

19. NOISE, DISTURBANCE AND NUISANCE

- 19.1 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 19.2 The owner or occupier of a section shall take reasonable steps to ensure that the owner or occupier's contractors, employees, guests and visitors do not behave in a way likely to interfere with the peaceful use and enjoyment of another section or another person's peaceful use and enjoyment of the common property.
- 19.3 No owner or occupier may permit anything to be done in his or her section or on the common property, which constitutes a nuisance, inconvenience or an unreasonable invasion of the privacy of the other occupiers of the Buildings, or permit or cause any disturbance or allow his or her employees, contractors, children, guests or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
- 19.4 All noise and sound emanating from:
- 19.4.1 televisions, radios, and other appliances,
 - 19.4.2 equipment or tools;
 - 19.4.3 instruments;
 - 19.4.4 people (talking, shouting, stamping, laughing); and
 - 19.4.5 pets;
- must be kept at audio levels which are reasonable in the discretion of the trustees.

- 19.5 Owners and occupiers shall maintain quietness in their sections and on the common property during the following days and times:
- 19.5.1 22:00 to 07:00 on Sundays to Thursdays;
 - 19.5.2 23:00 to 07:00 on Fridays and Saturdays.
- 19.6 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 19.7 No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

20. SECURITY, ACCESS, SAFETY AND RISK

- 20.1 Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must:
- 20.1.1 ensure that upon entering or leaving the Complex all security doors and gates are properly closed;
 - 20.1.2 ensure that such gates are never opened for unknown or uninvited persons;
 - 20.1.3 comply with any further security measures or Directives implemented by the trustees from time to time; and
 - 20.1.4 ensure that their contractors, employees and visitors comply with these rules and security measures implemented by the trustees.
- 20.2 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk and 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 or her property, directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

21. SWIMMING POOL AREA

- 21.1 The swimming pool area (the area surrounding and including the swimming pool and braai area as enclosed and separated from other parts of the common property) is exclusively for the use of owners, occupiers and their visitors. Visitors making use of the swimming pool area shall be kept to a reasonable number and must be accompanied by an owner or occupier.
- 21.2 Owners and occupiers and their visitors shall use and enjoy the swimming pool area in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- 21.3 Any noise at the swimming pool area must be contained and owners and occupiers must ensure that no disturbance is caused to other owners or occupiers of sections.
- 21.4 The use of the swimming pool shall be at the sole risk of each of the owners or occupiers, their visitors and family members.
- 21.5 Children may use the swimming pool with the consent of and at the risk of their parents, or of the adult(s) responsible for them, and the body corporate accepts no responsibility for them. Children under the age of 12 (twelve) years must be under supervision of a responsible adult at all times when in the swimming pool area.

- 21.6 None of the following is permitted in the swimming pool area:
- 21.6.1 pets;
 - 21.6.2 musical instruments;
 - 21.6.3 stones, sticks, balls, boats, air mattresses, lilos, boogie boards, toys, tubes or similar items;
 - 21.6.4 fire arms;
 - 21.6.5 the use of soap;
 - 21.6.6 rough play, ball or frisbee games;
 - 21.6.7 underwater diving equipment;
 - 21.6.8 the use of radios or TV's.
- 21.7 Littering, including the leaving of cigarette butts on the grass, is prohibited and all food and drink brought into the swimming pool area must be removed.
- 21.8 No glass items of any description (other than spectacles and contact lenses) may be brought into the swimming pool area.
- 21.9 No persons under the influence of alcohol shall be allowed in the swimming pool area.
- 21.10 No parties or other social gatherings will be permitted within the swimming pool area without the prior written consent of the trustees who may impose conditions.
- 21.11 The trustees reserve the right to suspend usage of the swimming pool area in respect of any owner or occupier who commits a transgression of these rules.

22. BRAAIING

- 22.1 The braai facilities at the swimming pool are for the use of all Bermuda Beach owners and occupiers.
- 22.2 The use of any other braai equipment on the common property, stoeps or balconies, is a privilege and not a right. This privilege must be exercised with discretion, bearing in mind any discomfort or nuisance, to other occupiers.
- 22.3 No owner or occupier of a section may use wood to braai on his or her balcony, but may only utilise gas- or electrical braai devices and Weber-type braais when braaiing on his or her balcony, provided that the smoke does not cause a nuisance to other occupiers..
- 22.4 With the sole exception of braai devises specified in sub-rule 22.3 above, no braai equipment or materials may be stored on patios or balconies. Such braai equipment or materials must be stored within 12 hours of use, either indoors, in a garage, or storeroom, or at the owner or occupier's own risk in the refuse rooms.

23. COMPLAINTS

- 23.1 All complaints are to be submitted to the trustees or managing agent in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.
- 23.2 The trustees shall only take action against an alleged offender if a complaint is in writing with the identity of the complainant clearly indicated and if there is sufficient corroborating evidence to indicate that an offence has been committed.
- 23.3 Notwithstanding sub-rule 27.1 the trustees may issue Directives, from time to time, as to where complaints may be sent or delivered to.

24. RELAXATION OF RULES

- 24.1 No indulgence or relaxation in the application of these rules, shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.

25. IMPOSITION OF PENALTIES

- 25.1 If an owner, occupier or his or her family member, guest, visitor, employee or contractor, contravenes any provision of these rules, the Management Rules or the provisions of the Act (including any Directives issued and conditions imposed in terms of the aforementioned), the trustees may send a notice to the owner and the occupier (if applicable) which may be delivered by hand, or sent by registered post or by electronic mail. In the notice, the specific behaviour that caused the nuisance, or the provision or rule allegedly breached must be clearly stated, and the offender must be warned that if he or she continues such act or offense, or fails to remedy it, a penalty will be imposed on the owner of the section.
- 25.2 If the owner or occupier (if applicable) nevertheless continues or allows the specific conduct or breach, or fails to remedy it, a penalty may be imposed upon the owner; provided that the owner and/or occupier shall have the right, within 14 (fourteen) days from notification of the penalty, to request to be heard by the trustees, or to present written representations, before such penalty becomes final and binding.
- 25.3 Upon receipt of a request to be heard, as provided for in sub-rule 25.2 above, the trustees may, in their sole discretion:
- 25.3.1 invite the owner and/or occupier to attend the next trustees' meeting in person;
 - 25.3.2 authorise two or more trustees to meet with the owner and/or occupier;
 - 25.3.3 arrange a meeting by telephonic conference call; or
 - 25.3.4 arrange a virtual meeting, partly or wholly, by way of electronic means.
- 25.4 A penalty may be imposed in respect of each separate contravention similar in nature. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for each set period, as specified in the Penalties Schedule, during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 25.5 The amounts of the initial and subsequent penalties and applicable periods shall be in accordance with a Penalties Schedule as amended from time to time by the owners in general meeting by way of an ordinary majority vote; provided that a penalty shall not be equal to or more than double the monthly levy due in respect of the primary section concerned. Any amendment of the amounts or days/periods reflected in the Penalties Schedule by the owners shall be valid as of date of notification to all owners after the general meeting. It shall not be necessary to lodge any updated Penalties Schedule with CSOS for certification.
- 25.6 An owner and/or occupier may dispute the imposition of any warning or penalty by approaching CSOS for relief.

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PENALTIES SCHEDULE

Approved at a general meeting held on 13 July 2021.

<i>Transgression</i>	<i>Number of days failing to rectify a continuous offence (if applicable)</i>	<i>1st Offence</i>	<i>2nd Offence</i>	<i>3rd Offence</i>	<i>4th and Subsequent Offences</i>
<i>All transgressions</i>	14	<i>Warning</i>	<i>R 750</i>	<i>R 1000</i>	<i>R 1 500</i>

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