



DECEMBER 2019

CONDUCT RULES

BODY CORPORATE

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TRUSTEES

PREFACE

This set of rules has been introduced by Body Corporate vote on December 2019.

CONDUCT RULES - ANNEXURE 2 CONSOLIDATED

Prescribed and made in terms of Section 19 of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

PROVENANCE of ANNEXURE 2

This set of Conduct Rules are now re-formatted and consolidated incorporating the same paragraph numbering as recommended under the Annexure 2 provided by the Department of Human Settlement according to the Government Gazette dated 07 October 2011 No. 40335 under the Sectional Titles Scheme Management Act, 2011 (Act No.8 of 2011) and are a consolidation of the previous registered version of the Cape Sands Conduct Rules.

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1. KEEPING OF ANIMALS, REPTILES AND BIRDS

- 1.1 The Owner or Occupier of a section must not, without obtaining the prior written consent, which must not unreasonably be withheld, keep any animal(s), reptile(s) or bird(s) in a section or on the common property.
- 1.2 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.
- 1.3 The Trustees may provide for any reasonable condition(s) with regards to the keeping of an animal(s), reptile(s) or bird(s) in a section or on the common property.
- 1.4 The trustees may withdraw any consent if the owner or occupier of a section breaches any condition, imposed in terms of sub-rule (1.3) or as set out hereunder, upon which the Owner or Occupier must remove the animal(s), reptile(s) or bird(s) from the section and the common property, within a period of 30 (thirty) days after receiving written notice, to remove the animal(s), reptile(s) or bird(s), given by the Trustees or the Managing Agent on their behalf.
- 1.5 An Owner or Occupier shall:
 - 1.5.1 exercise adequate control over his/her animal(s), reptile(s) or bird(s) in a section or on the common property to prevent it from causing a nuisance to other Owners or Occupiers, by reason of noise, excrement or otherwise.
 - 1.5.2 remove the excrement of his/her animal(s), reptile(s) or bird(s) from the common property.
 - 1.5.3 when bringing his/her animal(s), reptile(s) or bird(s) on the common property, exercise sufficient and appropriate control. In the case of a dog(s) it must be on a leash.
 - 1.5.4 be liable for all damages caused by such animal(s), reptile(s) or bird(s).

- 1.5.5 shall not bring his/her animal(s), reptile(s) or bird(s) into the pool/gym area.

2. REFUSE DISPOSAL

An Owner or Occupier of a section shall:

- 2.1. maintain, in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;
- 2.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 2.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 2.4. when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 2.1;
- 2.5. comply with any Directive issued by the Trustees from time to time, in pursuance of this Rule, and not dispose or allow the disposal of any refuse, waste or rubbish in any other manner than as provided in this Rule and such Directives.
- 2.6. An Owner or Occupier of a section shall not deposit, throw, or permit or allow the depositing or throwing, on the common property, of any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. In particular, no material or objects may be thrown out of windows or over balconies, balustrades or walls.

3. VEHICLES

- 3.1. An Owner or Occupier of a section may only park or stand a vehicle or permit or allow a vehicle to be parked or stood, on the exclusive use areas, being parking bay(s)

or garage(s), that are registered in his/her name, or with the consent of the registered owner.

- 3.2. An Owner or Occupier of a section shall not park any vehicle, including any caravan, boat, trailer, truck or other object on the visitors' parking bays or other parts of the common property. Visitors' parking bays are only to be used by the visitors, employees or contractors of Owners or Occupants, or by employees or contractors of the Body Corporate, subject to payment of any parking fee that may be imposed from time to time by the Trustees, and in compliance with any reasonable conditions and security measures as may be imposed from time to time by the Trustees.
- 3.3. Vehicles and other parked objects must be of a size, mass and type that will not be detrimental to the surfaces and structure of the common property, and no vehicle or object exceeding the mass of 3000 kg may be parked on the premises.
- 3.4. Owners and Occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors or guests, do not drip oil or brake fluid on the common property or in any other way deface or damage the common property. Should there, however, be marks or stains on the common property, by reason of dripping of oil or brake fluid or otherwise caused by any vehicle, the Owner or Occupier responsible shall remove the stains and clean or repair such area at his own cost. Should the Owner or Occupier fail to clean or repair such area, and any such failure persists for a period of 7 (seven) days after the giving of written notice by the Trustees or the Managing Agent on their behalf, the Trustees may arrange to have the area cleaned and hold the Owner or Occupier accountable for the costs of cleaning and restoration of the area.
- 3.5. No Owner or Occupier of a section shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property or an exclusive use area.
- 3.6. No person may reside or sleep in a garage or in a vehicle or caravan on the common property.
- 3.7. Owners or Occupiers of sections must adhere to normal traffic rules, road traffic signs, and markings when driving or parking their vehicles on the premises and

must not exceed the speed limit of 10 km/h when driving their vehicles.

- 3.8. An Owner or Occupier of a section must not cause an unnecessary noise, nuisance or disturbance when driving his vehicle on the premises and no loud music may at any time be played in a vehicle on the premises.
- 3.9. The parking of vehicles or other objects upon the common property is subject to the express condition that every vehicle or object is parked at the Owner's or possessors risk and responsibility and no liability shall attach to the Body Corporate or its agents or any of its employees for any loss or damage of any nature whatsoever which the Owner, or any person claiming through or under him, may suffer in consequence of his vehicle or object having been parked on the common property. The recordings of the CCTV will be available to assist in determining the guilty party.
- 3.10. The Trustees may from time to time issue further Directives pertaining to this Rule and may in their Directives designate specific areas to be used for the washing of vehicles on the premises.
- 3.11. The Trustees may cause to be removed or towed away, or have the wheels clamped, subject to payment of a release penalty to be determined by the Trustees from time to time, any vehicle or object parked, or standing or abandoned on the common property without the Trustees' consent or in contravention of these Rules, and no owner or possessor of any such vehicle or object shall have any claims against the Body Corporate or Trustees following such actions.

4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND SECTIONS

Overview

- 4.1. It is recorded that the exterior of sections, including windows and doors, are part of the common property, save as provided in legislation, the Management Rules and these Conduct Rules, and that no Owner or Occupier may alter, damage, improve or add thereto in any manner.

- 4.2. An Owner or Occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the written consent of the Trustees.
- 4.3. Notwithstanding sub-rule 4.2, an Owner or person authorised by him, may install:
- 4.3.1. any locking device, safety gate, burglar bars or other safety devices for the protection of his section;
or
- 4.3.2. any screen or other device to prevent the entry of animals or insects;
- provided that the trustees have first approved in writing the colour, nature and design of the device and the manner of its installation.
- 4.4. An Owner or person authorized by him shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, TV Aerials, Satellite Dishes, braais or similar items without the prior written consent of the Trustees, who may attach conditions to their consent. Notwithstanding the aforementioned, Owners or Occupiers must use the fibre facility available in each section to connect their decoders/TV's to, unless the trustees' prior written consent was obtained to connect to the communal television aerial(s) and/or satellite dish. Owners or Occupiers may not install their own television aerial(s) and/or satellite dish(es) without the prior written consent of the trustees.
- 4.5. A request for the Trustees' consent or approval contemplated in sub-rules 4.2, 4.3 or 4.4, must be made in writing to the Trustees and must be accompanied by plans and specifications detailed to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 4.6. The Trustees' consent for such structures may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal,

should the Owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove had been given by the Trustees, the Trustees may have same removed at the risk and expense of the Owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.

Structural Alterations

- 4.7. Any structural alterations affecting a section or the common property, and alterations to or work on plumbing, electrical installations or conduits, may only be carried out after:
 - 4.7.1. compliance with all relevant provisions of legislation and the Rules; and
 - 4.7.2. obtaining the written approval of the local authority, if applicable; and
 - 4.7.3. obtaining the written consent of the Trustees, which may be subject to conditions; and
- 4.7.4. obtaining the written consent of the original architects of the building, or such other architects/engineers as the Trustees may nominate from time to time.
- 4.8. All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards imposed by the local authority.
- 4.9. Whereas an Owner may affect alterations to the interior of his section, no work may be done to weight-bearing walls, the ceiling and/or the floors without the written consent of the Trustees and the architects referred to in 4.7.4 above, who may impose conditions.
- 4.10. The enclosure of a balcony or roof deck shall be regarded as a structural alteration for the purposes of this Rule for which the consent referred to in 4.7 is required. The specifications for such enclosures, unless otherwise consented to by the trustees in writing prior to the construction thereof, shall be:

- 4.10.1. The main structure frames shall be white in keeping with those already installed in the complex.
- 4.10.2. The glass and installation must comply with legislation. The glass must be strengthened and at least 10 mm thick.
- 4.10.3. The colour of the glass shall be as specified by the Trustees.
- 4.11. 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 additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:-
- 4.11.1. 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. The necessary application forms and construction programme forms are available from the Building Manager's office. These forms are for the information of the Trustees to help with their decision making. Any other forms, as required by the authorities, are the responsibility of the Owner to obtain and submit.
- 4.11.2. The Trustees may grant provisional consent and impose certain conditions, or refuse such consent, with reasons being furnished. If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, requesting a report, on the proposed alterations, at the Owner's cost.
- 4.11.3. If provisional consent is given, the Owner must proceed to have building plans prepared and approved by the local authority (if required), which plans may not deviate from the sketch plan.
- 4.11.4. Before final approval, the Owner must canvass the comments of immediate neighbours or other parties who, in the opinion of the Trustees, need to be consulted, and submit it to the Trustees for consideration.

- 4.11.5. A copy of the approved building plans, or proof that a building plan is not required, must be submitted to the Trustees.
- 4.11.6. Within 14 (fourteen) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision and advise the applicant of such decision. If refused, reasons must be given. The consent may also be subject to reasonable conditions, or be made subject to the approval, by the Body Corporate.
- 4.11.7. Should the consent of the Body Corporate by way of Special or Unanimous Resolution be required in terms of the Act, the Trustees shall arrange such meeting within a reasonable time in accordance with the notice provisions contained in the Act, provided that the relevant Owner, who has requested the Consent, shall bear all administrative costs of such meeting, which costs shall be payable on demand.

Internal Alterations

- 4.12. In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
- 4.12.1. An application to proceed, with specifications, timeframe and a sketch plan of the proposed alterations, must be submitted to the Trustees, to obtain their consent to proceed.
- 4.12.2. The Trustees shall, within 14 (fourteen) days, convey their consent to proceed to the Owner, with or without conditions and or Directives as to access and the maintenance of security, or inform him why such consent cannot be given. An Owner may not proceed with the work without such consent.

General

- 4.13. The Trustees may, from time to time, prepare and revise Guidelines to control all aspects of the design and appearance of the buildings and structures on the premises, including any alterations or additions. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity.
- 4.14. In respect of all work done at the instance of an Owner of a section, the following shall apply:
- 4.14.1. The Owner shall liaise with the Supervisor of the building concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of the elevator, the use of outside building hoists or block and tackle gear and the temporary storage of building material and machinery on the premises.
- 4.14.2. All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- 4.14.3. The Owner must ensure that his workmen and contractors comply with the relevant provisions of this Rule.
- 4.14.4. The electricity 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.
- 4.14.5. Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours **08h00 to 17h30**. Work of a non-noisy nature may be done on Saturdays during the hours **08h00 to 13h00**. No work may be done on Sundays or Public Holidays.
- 4.14.6. 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.

- 4.14.7. Any deposit, as determined by the Trustees from time to time, shall be payable by the Owner, before work may commence.
- 4.14.8. Any deposit in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees.
- 4.14.9. All charges, damages, expenses and penalties raised against the Owner in terms of this Rule, are payable upon demand and, if unpaid, the Trustees may deduct such items from the Owner's deposit.
- 4.15. In the event of approval, a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the Owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- 4.16. 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 own expense. If an Owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days, after the giving of written notice to repair or maintain 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.
- 4.17. For the purposes of this Rule, the Trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any existing directives that may have been given by members at a general meeting by majority vote.
- 4.18. If an Owner (or person authorised by him) effects any work referred to in this Rule without obtaining the Trustees consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an Owner in any other way contravene any sub-rule, the Trustees may request an Owner to remove such structure at his own cost. Should an

Owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 14 (fourteen) days after written notice, given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the Owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.

5. EXTERNAL APPEARANCE OF THE BUILDING AND SECTIONS

- 5.1. An Owner or Occupier shall not place or do anything on any part of the common property, exclusive use areas, sections, including balconies, patios, stoeps, encroachments and gardens which, in the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section. Owners/occupants are allowed to hang laundry on the rear balconies, which are allocated as a section's exclusive use area, on condition that it is out of sight when viewed from outside the complex.
- 5.2. No items may be hung over fences, balconies, in windows or corridors or any part of the building or the common property so as to be visible to the public or to other Occupiers.
- 5.3. Owners and Occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all time. All curtains must have linings. All linings of curtains and blinds, when viewed from outside, must be acceptable to the Trustees in their discretion, and shall be of a white colour, unless another colour is approved by the trustees before the installation thereof.
- 5.4. Owners or Occupiers of sections shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular, access to staircases, passages, landings and stairwells must be kept clear at all times.
- 5.5. Owners or Occupiers shall obtain the prior written consent of the Trustees or the Supervisor of the building (on behalf of the Trustees) to temporarily place, store, or leave objects on a part of the common property, and

shall comply with any further Directives issued by the Trustees.

- 5.6. Unless prior written approval, to use a different window film, is obtained, in advance, from the Trustees, tinting of windows are allowed by using NC 4590 window film, as was used by Sunflex on previous installations in the complex.

6. SIGNS AND NOTICES

- 6.1. No Owner or Occupier shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- 6.2. The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained, or in the event of non-compliance with their imposed conditions. Such removal and any repair of common property, which may be reasonably required, will be affected at the risk and cost of the Owner and/or Occupier, and such Owner and/or Occupier shall have no claim against the Body Corporate or the Trustees as a result of their functions performed in terms of this Rule.

7. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 7.1. An Owner or Occupier of a section 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 or which would render void any insurance covering the property.



8. LETTING AND OCCUPANCY OF UNITS

- 8.1. All tenants of units and other persons granted rights of occupancy by any Owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 8.2. An Owner of a section shall for administrative purposes notify the Trustees or Managing Agent forthwith in writing of any change of ownership in, or occupation of his section, or of any lease agreement concluded in respect of his 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 real rights granted in his section.
- 8.3. An Owner must at his own cost furnish the Lessee or the Occupier of his section with a copy of the Conduct Rules and demand compliance thereto.
- 8.4. Within 7 (seven) days of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees of:
- 8.4.1. the full names, addresses and telephone numbers of the tenant and other occupiers of the unit; and
 - 8.4.2. The duration of the lease; and
 - 8.4.3. The number of persons that will occupy the unit.

9. HEALTH REGULATIONS

- 9.1. An Owner shall keep his section free of pests, including wood destroying insects, and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter his/her 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, which may be damaged by any such pests, shall be borne by the Owner of the section concerned.
- 9.2. Each Owner or Occupier of a section is responsible to ensure that activities inside his section or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other Owners or Occupiers or other persons legitimately present on the premises.

10. NOISE, NUISANCE OR DISTURBANCE

- 10.1. No noise, which can be construed as being disturbing or being a nuisance to those who want to sleep, must be made between **20h00 and 07h00** on weekdays and between **22h00 and 09h00** during weekends or on public holidays.
- 10.2. All televisions, radios and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the Trustees.
- 10.3. No excessive noise may be created at any time.
- 10.4. The hooters of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in case of an emergency.

- 10.5. 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.
- 10.6. No firearms may be discharged in a section or any part of the common property, except under such circumstances as would reasonably justify the use of a firearm for self-defence and related purposes.
- 10.7. No Owner or Occupier may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Occupiers of the buildings, or permit or cause any disturbance, or allow his children or visitors or their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of another Occupier.
- 10.8. Owners and Occupiers of sections must supervise their children and the children of their visitors so as to prevent them from damaging the common property, the assets of the Body Corporate, or the property of other Owners or Occupiers.
- 10.9. Children are not permitted to play on the parking areas, driveways or on stairs, or in the elevator or access passages.

11. PROHIBITED ACTIVITIES

- 11.1. No trade may be conducted or auction or jumble sales may be held in a section or on the common property without the prior written consent of the Trustees.
- 11.2. Ball games are prohibited on the common property.
- 11.3. No skateboards, roller skates, roller blades, bicycles or similar items may be used on the common property.
- 11.4. No stones or solid objects may be thrown or propelled on the common property.
- 11.5. Owners or Occupiers may not use the fire hoses to wash their vehicles. Fire hoses are to be used exclusively for

extinguishing fires or for a fire practice drill authorized by the Trustees in writing.

- 11.6. Owners or Occupiers may not damage the security fence or gates or any other fixtures or fittings.

12. USE OF RECREATIONAL FACILITIES

It is recorded that the recreational facilities shall only be available for use by:

- a) members of the body corporate and their visitors, and
- b) occupiers / tenants of units, of whom due notification has been given to the Trustees in terms of Rule 8.4 above and their visitors.

All users of the recreational facilities shall comply with any further Directives pertaining to usage imposed by the Trustees from time to time.

12.1. GARDEN AREA

- 12.1.1. The garden area at the rear of the building may be used as a recreational area and must be kept free from litter.
- 12.1.2. Children may not play amongst the plants on the garden area, and the back gate to the garden area must be kept locked at all times.
- 12.1.3. Owners or Occupiers may not damage, remove or plant any shrub, tree or plant on the common property or communal garden areas without the prior written consent of the Trustees.

12.2. BARBEQUE ("BRAAI") FACILITIES

- 12.2.1. Owners or Occupiers must, as far as reasonably possible, use the braai facilities provided in the swimming pool area. Owners or Occupiers may also, when it is not reasonably possible to braai on the

braai facilities in the swimming pool area, braai on their balconies by using either gas braai devices or other devices approved by the Trustees, on condition that such braai on the balcony is not a nuisance to any other Owner or Occupier.

12.2.2. It is the duty of all Owners and Occupiers to ensure that the braai equipment they use conform to all statutory and local authority requirements and laws and that their equipment present no fire hazards.

12.2.3. The Trustees have the right to instruct the building Supervisor to inspect the braai equipment of Owners or Occupiers. Should such braai equipment present a fire hazard or not comply with statutory or local authority requirements, in the opinion of the Supervisor, the Trustees may request such Owner or Occupier to remove or to repair such equipment.

12.3. JACUZZI

The Jacuzzi shall be opened or closed at the discretion of the Trustees, and when open:

12.3.1. Children under the age of 12 are to be accompanied by an adult when using the facility.

12.3.2. No alcohol is to be consumed in the facility.

12.3.3. Appropriate apparel shall be worn at all times when using the facility.

12.4. SWIMMING POOL

12.4.1. The Rules stated in 12.3.1 - 12.3.3 above shall also apply to the swimming pool.

12.4.2. Only authorized personnel are permitted access to the pool pump, equipment enclosures and pool cleaning equipment.

12.4.3. Games are not permitted in the pool area.

12.5. STEAM ROOM

12.5.1. The Rules stated in 12.3.1 - 12.3.3 above shall also apply to the Steam Room.

12.6. EXERCISE EQUIPMENT

12.6.1. The Rules stated in 12.3.1 - 12.3.3 above shall also apply to the Exercise Equipment.

12.6.2. Users shall bring their own sweat towels and shall wipe the equipment after use.

12.6.3. A 30-minute time limit shall be applicable to a piece of equipment at a time.

13. ELEVATORS

Owners and Occupiers of sections must comply with the following conditions pertaining to the usage of the elevators:

13.1. Owners and Occupiers shall not exceed the maximum number of persons or weight limit when using the elevator or in any way overload the elevator.

13.2. The elevator may only with the permission of the Supervisor be used to transport heavy furniture or building material. Protective blankets or other suitable material has to be used if heavy goods, furniture or appliances or building material are transported in the elevator.

13.3. No smoking, playing or jumping is allowed in the elevator.

13.4. All persons must ensure that they are properly dried off, including their feet, before entering the elevator.

13.5. Owners and Occupiers shall comply with any further directives pertaining to usage imposed by the Trustees.

14. SAFETY AND SECURITY

- 14.1. Owners and Occupiers of sections must at all times ensure that the security and safety of all Owners, Occupiers and their property are preserved, and in particular must:
- 14.1.1. use their access controls when entering the electronic security gates;
 - 14.1.2. handle their access controls responsibly and not place it in the care of third parties, except with the prior written consent of the Trustees;
 - 14.1.3. report any theft or loss of access controls to the Trustees;
 - 14.1.4. ensure that upon entering or leaving, all security doors and gates are properly closed;
 - 14.1.5. ensure that such doors and gates are never opened for unknown or uninvited persons;
 - 14.1.6. comply with any security measures and Directives imposed by the Trustees.
- 14.2. The Body Corporate 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.

15. EMPLOYEES

- 15.1. Owners and Occupiers of sections may not request Body Corporate employees to perform any task during their working hours.
- 15.2. Owners and Occupiers of sections may not interfere with Body Corporate employees in the performance of their duties as allocated by the Trustees or by the Managing Agent or the Supervisor on behalf of the Trustees.

- 15.3. Owners and Occupiers of sections shall be responsible for the conduct of their own employees and contractors, including their visitors or guests, and shall demand their compliance with the Rules.

16. DISPUTE RESOLUTION

All disputes will be dealt with in terms of the prevailing legislation.

17. INTERPRETATION

- 17.1. The clause headings are for convenience of reference only and shall be disregarded in construing these Rules.
- 17.2. Unless the context clearly indicates a contrary intention:
- 17.2.1. the singular shall include the plural and vice versa; and
 - 17.2.2. a reference to any one gender shall include the other genders; and
 - 17.2.3. a reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 17.3. Words and expressions defined in the Sectional Title legislation and annexures thereto shall, in all Rules, bear the same meaning as in the relevant legislation.
- 17.4. 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.
- 17.5. Where numbers are expressed in words and in numerals, the words shall prevail if there is any conflict between the two in any of these Rules.

18. LEVIES

- 18.1. It is recorded that the Developer has imposed the special Rule in terms of section 35(2)(b) at the opening of the sectional title register that no levies shall be payable on balconies, and that the levies payable for the first year's budget of the scheme shall be R100,00 (one hundred Rand) per month in respect of each exclusive use area that is a Parking Bay or Garage, and R30,00 (thirty Rand) per month in respect of each exclusive use area that is a Store room.
- 18.2. Contributions payable by the Developer in respect of unsold units shall be payable only as from the date on which such a unit is completed and such levies or contributions shall be calculated at the rate equal to 80% (EIGHTY PERCENT) of the total levy per unit that is payable according to the calculation done in accordance with the participation quota.