

## **BODY CORPORATE**

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# **CONDUCT RULES**

Sectional Title Scheme

Version 3.1

28/10/2015



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(Section 35(2) (b) of the Sectional Titles Act No. 95 of 1986)



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### I. PREFACE

I.1. In order to aid Owners in certain aspects of Sectional Title Law, some parts of these Rules encompass legal advice, ascertained by situations that have arisen in the past within the community and to use this experience to both improve understanding and to pre-empt the pitfalls and difficulties that could again occur.

I.2. Reference § 1.4.3. **EUAs – Use of Agents.** With reference to the buying and selling of Exclusive Use Areas (EUAs) are concerned, Cape Sands, as in other complexes, is a closed community as ONLY OWNERS can buy and sell EUAs. Owing to recent events, the Trustees are concerned however that the situation could arise where with an intervening estate agent could interfere and impose a commission that may well exceed the interested owner's budget and destroy a sale to the detriment of both Owners. *This equally has the undesired effect of falsely inflating EUA prices within our own community.* If Owners wish to self impose estate agent's charges unnecessarily, they are naturally free to do so. However there are various avenues open for free access to the closed purchasing Cape Sands community:

I.2.1. Cape Sands Web site Letter.

I.2.2. Flyer through all the letter boxes.

I.2.3. Through the Building Manager/ Grapevine.

### Revision 3.1 – What is new.

1. **Extraction of § 20, THE CONSTITUTION OF THE BODY CORPORATE.** These are now incorporated in the **Management Rules** which are a legal and required part of SA Sectional Title.
2. Each Section Title must be in possession of these TWO documents:
  - i. **Management Rules**
  - ii. **Conduct Rules**

**This is now the case with Cape Sands.**



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### 1. OWNERSHIP - EUAs

- 1.1. The law states that only an owner of a Section/Unit may be the owner of an Exclusive Use Area (EUA). A section is in Deed Registrar language an apartment. Therefore only an Owner of the Cape Sands community may own an EUA.
- 1.2. EUAs are Parking (garages and bays) and Store rooms. These are freely for sale within the Owner community and for transfer purposes have an UNTIED condition. (refer. Section 11 (3)(b) Sectional Plan No. SS401/2006 – Cape Sands.
- 1.3. Owners are reminded with reference to §1.2 that suitable parking facilities be *always* kept available with each unit. (i.e. the selling thereof).
- 1.4. Should the situation arise in a sale/transfer where unwanted or surplus EUAs exist, the following options are available to a departing owner:-
  - 1.4.1. The sale/transfer of surplus EUAs to another owner.
  - 1.4.2. The transfer of surplus EUAs to the Body Corporate who will administer them until such time they can be sold to an owner within Cape Sands.
  - 1.4.3. As the transference of EUAs can only be between Owners, the targeted market is a closed community. It is therefore deemed unnecessary and inadvisable to use the services of an external real estate agent, thereby adversely affecting pricing. Should an agent become involved and fees are expected, these should be the sole responsibility of whosoever employed the agent originally.

### 2. LETTING AND OCCUPANCY OF UNITS

- 2.1. An Owner of a section is responsible to ensure compliance to the Conduct Rules by his Lessee or the Occupier of his section. An Owner must at his own cost furnish the Lessee or the Occupier of his section with a copy of the Conduct Rules.
- 2.2. 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.
- 2.3. 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



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company or trust being the registered Owner, and of any mortgage of or other real rights granted in his section.

- 2.4. In accordance with Sectional Title Law and within 7 (seven) days of entering into a new lease agreement in respect of a Unit, and with reference to § 2.3, the Owner shall notify the Trustees in the Tenant Information form which shall be completed, signed and submitted to the Building Manager. This form includes:
- 2.4.1. The full names, address and telephone number of the tenant and other occupiers of the unit;
  - 2.4.2. The duration of the lease.
  - 2.4.3. The number of persons that will occupy the unit.
  - 2.4.4. Allocation of Keys, Emergency Keys, Chips and Garage Remotes
- 2.5. Adult and Junior Adult occupancy is limited to that as stipulated and entered into the Tenant Information form.
- 2.6. It is **not** permitted to lease EUAs to an **external** third party.

### Leases – the Law

- 2.7. In Roman Dutch law, Leases have priority over Sales. Any leases that have been entered into with existing tenants in situ will remain in force after the sale of the unit for the agreed lease period to a new purchaser, and the new purchaser will own the unit and EUA subject to the pre-agreed leases. In this case, the tenant continues to pay rent but to the new Purchaser who is his new landlord. A new Lease agreement with the pre-existing conditions must be drawn up between the Tenant and the new Purchaser/Owner.
- 2.8. Further extension of any Leases may not be extended without the new Purchaser's written agreement.

### 3. PETS

- 3.1. An 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, insect, reptile or bird (herein after referred to as "pets") in a section or on the common property.
- 3.2. When granting their approval, and from time to time, the Trustees may prescribe any reasonably condition(s) pertaining to the keeping of pet(s).



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- 3.3. The following requirements shall be regarded as conditions prescribed by the Trustees under sub-rule 3.2, without detracting from the Trustees' discretion to impose further conditions:-
- 3.3.1. An Owner or Occupier shall exercise adequate control over his/her pet(s) to prevent it from causing a nuisance to other Owners or Occupiers, by reason of noise, excrement or otherwise.
  - 3.3.2. It is the responsibility an Owner or Occupier to remove the excrement of his or her pet from the common property.
  - 3.3.3. Pets may only be on the common property if controlled on a leash.
  - 3.3.4. The Owner or Occupier shall be liable for all damages caused by such animal.
  - 3.3.5. No Pets are allowed in the Pool area.
- 3.4. No visitors, guests or holidaymakers may bring any pets onto the premises.
- 3.5. Should this Rule be contravened, the Trustees may:
- 3.5.1. Withdraw their approval to keep such pet, upon which the Owner or Occupier must remove the pet from the section and the common property. Should an Owner or Occupier fail to do so, and any such failure persists for a period of 30 (thirty) days after the giving of written notice to remove given by the Trustees or the Managing Agent on their behalf, the Trustees may either:
    - 3.5.1.1. apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section or the common property, and the Owner will be liable for the costs relating to the application; or
    - 3.5.1.2. Impose a fine; or
    - 3.5.1.3. Impose more than one of the options mentioned.
- 3.6. The Trustees may issue further Directives pertaining to this Rule.

## **4. REFUSE DISPOSAL**

- 4.1. An Owner or Occupier of a section shall:-
- 4.1.1. maintain in an 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;

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(Section 35(2) (b) of the Sectional Titles Act No. 95 of 1986)



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- 4.1.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 4.1.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 4.1.4. when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 4.1.1;
- 4.1.5. 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.
- 4.1.6. An Owner or Occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property 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.

## **5. VEHICLES**

- 5.1. 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.
- 5.2. 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 on the common property. Visitors' parking are only to be used by the visitors, employees or contractors of Owners, 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 to compliance with any reasonable conditions and security measures as may be imposed from time to time by the Trustees.
- 5.3. Vehicles and other parked objects must be of a size, mass and type that will not be detrimental to the surfaces of the common property, and no vehicle or object exceeding the mass of 1 (one) ton may be parked on the premises.
- 5.4. 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

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(Section 35(2) (b) of the Sectional Titles Act No. 95 of 1986)





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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.

- 5.5. No Owner or Occupier of a section shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property or an exclusive use area.
- 5.6. No person may reside or sleep in a garage or in a vehicle or caravan on the common property.
- 5.7. 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 30 km/h when driving their vehicles.
- 5.8. 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.
- 5.9. 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 possessor's 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.
- 5.10. 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.
- 5.11. 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.

## **6. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND SECTIONS**

- 6.1. It is recorded that the exterior of sections, including windows and doors, are part of the common property, save as provided in the Sectional Titles Act, No 95 of 1986, the



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Management Rules and these Conduct Rules, and that no Owner or Occupier may alter, damage, improve or add thereto in any manner.

6.2. 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.

6.3. Notwithstanding sub-rule §6.2, an Owner or person authorised by him, may install

6.3.1. any locking device, safety gate, burglar bars or other safety device for the protection of his section; or

6.3.2. 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.*

6.4. 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, Braais or similar items without the prior written consent of the Trustees, who may attach conditions to their consent. Notwithstanding the aforementioned, Owners of Occupiers must use the communal television aerial(s) and satellite dish and may not install their own.

6.5. A request for the Trustees' consent or approval contemplated in sub-rules §6 and §7 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. This would entail completing and submitting to the Body Corporate the official "Application to make Alterations and/or Renovations" form. This form is available either from Marite or the web site library.

6.6. 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 there from.

### Structural Alterations

6.7. 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:-



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- 6.7.1. Compliance with all relevant provisions of the Sectional Titles Act. No 95 of 1986 and the Rules;
  - 6.7.2. obtaining the written approval of the local authority, if applicable;
  - 6.7.3. obtaining the written consent of the Trustees, which may be accompanied by conditions; and
  - 6.7.4. Obtaining the written consent of the original architects of the building, or such other architects as the Trustees may nominate from time to time.
- 6.8. 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.
- 6.9. Whereas an Owner may affect alterations to the interior of his section, no work may be done to weight-bearing walls without the written consent of the Trustees and the architects referred to in §6.7.4 above, who may impose conditions.
- 6.10. 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 §6.7 are required.
- 6.11. 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:-
- 6.11.1. 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.
  - 6.11.2. 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.
  - 6.11.3. If provisional consent is given, the Owner must proceed to have building plans prepared and approved by the local authority (if required), and which plans may not deviate from the sketch plan.
  - 6.11.4. Before final approval, the Owner must canvass the comments of immediate neighbours or other parties who, in the opinion of the



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trustees, need to be consulted, and submit it to the Trustees for consideration.

- 6.11.5. A copy of the approved building plans, or proof that a building plan is not required, must be submitted to the Trustees.
- 6.11.6. 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 accompanied by reasonable conditions, or be made subject to the approval by the Body Corporate.
- 6.11.7. 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 with 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

6.12. 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:-

- 6.12.1. An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their consent to proceed.
- 6.12.2. 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.
- 6.12.3. A deposit determined by the Trustees from time to time, shall be payable by the Owner, before work may commence,

### General

6.13. 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 of additions. The Guidelines may contain



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specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity.

6.14. In respect of all work done at the instance of an Owner of a section, the following shall apply:-

- 6.14.1. 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,
- 6.14.2. All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
- 6.14.3. The Owner accepts responsibility, and shall be liable to the Body Corporate (or 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 Trustees and the Body Corporate against such damage or any claims arising there from.
- 6.14.4. 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.
- 6.14.5. Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 08h00 to 17h00. 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.
- 6.14.6. 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.
- 6.14.7. A deposit as determined by the Trustees from time to time, shall be payable by the Owner, before work may commence
- 6.14.8. 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.



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- 6.14.9. All charges, damages, expenses and penalties raised against the Owner in terms of this Rules, are payable upon demand and, if unpaid, the Trustees may deduct such items from the Owner's deposit and/or add the amount to his levy account.
- 6.14.10. The Owner must ensure that his workmen and contractors comply with the relevant provisions of this Rule.
- 6.15. 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.
- 6.16. 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 on demand, which may be added to his levy account.
- 6.17. 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.
- 6.18. 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,
- 6.19. 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 Trustee, the Trustees may affect such removal and/or restitution at the risk and expense of the Owner concerned,



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who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting there from.

### **7. EXTERNAL APPEARANCE OF THE BUILDING AND SECTIONS**

- 7.1. 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.
- 7.2. 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.
- 7.3. Owners and Occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all time. All curtains must have linings, and 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 only.
- 7.4. 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.
- 7.5. 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.
- 7.6. The Trustees may issue further Directives pertaining to this Rule from time to time.

### **8. SIGNS AND NOTICES**

- 8.1. No Owner or Occupier 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 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.
- 8.2. 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



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property which may be reasonably required, will be effected at the risk and cost of the Owner 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.

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

- 9.1. 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.

### **10. HEALTH REGULATIONS**

- 10.1. 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 upon 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.
- 10.2. 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.

### **11. NOISE, NUISANCE OR DISTURBANCE**

- 11.1. Silence must be maintained during 20h00 and 07h00 on weekdays and between 22h00 and 09h00 during weekends or on public holidays.
- 11.2. 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.
- 11.3. No excessive noise may be created at any time.





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- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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 of Occupiers.
- 11.9. Children are not permitted to play on the driveways or on stairs, or in the elevator or access passages.

### **Behaviour and consequential damage**

- 11.10. Should the situation arise that unruly behaviour results in damage to the sectional public or private areas, those involved will be held responsible for all repair and costs.
- 11.11. Should those responsible be classified as juveniles, then the whole responsibility for damage rectification and total cost will revert fully upon the parents/ Guardians of the aforesaid perpetrators.

## **12. PROHIBITED ACTIVITIES**

- 12.1. It is not permitted to operate a commercial venture from within the Cape Sands Community, in which an office premises has been installed that encourages or entails the influx of constant client/customer traffic.
- 12.2. 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.
- 12.3. Ball games are prohibited on the common property.



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- 12.4. No skateboards, roller skates, roller blades, bicycles or similar items may be used on the common property.
- 12.5. No stones or solid objects may be thrown or propelled on the common property.
- 12.6. Owners or Occupiers may not use the fire hoses to wash their vehicles; as such fire hoses are to be used exclusively for extinguishing fires or a fire practice drill authorized by the Trustees in writing.
- 12.7. Owners or Occupiers may not damage the security fence of gates or any other fixtures or fittings.

### **13. 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, provided that such visitors shall be accompanied by a member of the body corporate, and
- b) Occupiers / tenants of units, of whom due notification has been given to the Trustees in terms of Rules § 2.3 & § 2.4 above.

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

#### **13.1. GARDEN AREA**

- 13.1.1. The garden area at the rear of the building may be used as a recreational area and must be kept free from litter.
- 13.1.2. 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.
- 13.1.3. 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.

#### **13.2. BARBEQUE ("BRAAI") FACILITIES**

- 13.2.1. Owners or Occupiers may only braai on their balconies, either by using gas braai devices or other devices approved by the Trustees, or on the facilities provided in the garden area.
- 13.2.2. It is the duty of all Owners and Occupiers to ensure that the braai equipment they use conform to all statutory and local authority



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requirements and laws and that their equipment present no fire hazards.

- 13.2.3. 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.

### **13.3. JACUZZI**

- 13.3.1. Children under the age of 12 are to be accompanied by an adult at all times when using the Jacuzzi.
- 13.3.2. No alcohol is to be consumed in the Jacuzzi.
- 13.3.3. Bathing apparel shall be worn at all times.
- 13.3.4. Suitable behaviour be observed.

### **13.4. SWIMMING POOL**

- 13.4.1. The Rules stated in § 12 and § 13 above shall also apply to the swimming pool.
- 13.4.2. Only authorized personnel are permitted access to the pool pump, equipment enclosures and pool cleaning equipment.
- 13.4.3. Games are not permitted in the pool area.
- 13.4.4. No pets are allowed as the swimming pool area is classified as a “bare foot” area.

### **13.5. SAUNA and STEAM ROOM**

- 13.5.1. The Rules stated in § 12 and § 13 above shall also apply to both the Sauna and the Steam Room and the immediate areas.

### **13.6. EXERCISE EQUIPMENT**

- 13.6.1. The Rules stated in § 12 and § 13 above shall also apply to the Exercise Equipment.
- 13.6.2. Suitable clothing and sports shoes shall be worn at all times.



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- 13.6.3. Users shall bring their own sweat towels, and shall wipe the equipment after use.
- 13.6.4. A 20-minute time limit shall be applicable to all equipment.
- 13.6.5. Users should return all loose weights and associated equipment after use to the storage provided. This is both for the safety to others and overall tidy and positive impression that should be inherent to all.

### **14. ELEVATORS**

- 14.1. Owners and Occupiers of sections must comply with the following conditions pertaining to the usage of the elevator: -
  - 14.1.1. Owners shall not exceed the maximum number of persons or weight limit when using the elevator or in any way overload the elevator.
  - 14.1.2. 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 appliance are transported in the elevator.
  - 14.1.3. No smoking, playing or jumping is allowed in the elevator.
  - 14.1.4. All persons must ensure that they are properly dried, including their feet, before entering the elevator.
  - 14.1.5. Owners and Occupiers shall comply with any further Directives pertaining to usage imposed by the Trustees.

### **15. SAFETY AND SECURITY**

- 15.1. 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:-
  - 15.1.1. use their access controls when entering the electronic security gates;
  - 15.1.2. handle their access controls responsibly and not place it in the care of third parties, except with the prior written consent of the Trustees;
  - 15.1.3. report any theft or loss of access controls to the Trustees;



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- 15.1.4. ensure that upon entering or leaving, all security doors and gates are properly closed;
  - 15.1.5. ensure that such doors and gates are never opened for unknown or uninvited persons;
  - 15.1.6. Comply with any security measures and Directives imposed by the Trustees.
- 15.2. 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 this 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's employees, agents or contractors.
- 15.3. 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.

## **16. EMPLOYEES**

- 16.1. Owners and Occupiers of sections may not request Body Corporate employees to perform any task during their working hours.
- 16.2. 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.
- 16.3. Owners and Occupiers of sections shall be responsible for the conduct of their own employees and contractors, including their visitors or guests, and shall ensure their compliance with these Rules.

## **17. LEVIES**

- 17.1. 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.



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### Collection

- 17.2. If an owner is in default of his/her levies for more than two months this same owner will be given the FIRST option of being made to pay immediately by compulsory DIRECT DEBIT plus the outstanding arrears; or if this is refused by the owner then the same owner will be summonsed for the remainder of the annual levy.
- 17.3. If an owner is to be found to be in arrears with his/her levies *on a regular basis*, and in the opinion of the trustees a possible bad debtor (delinquent), the trustees may request that the owner pays his/her remaining **annual levy** within 30 days of written notice thereof.
- 17.3.1. The status of delinquent debtor will be held for further future annual payments which will be due on 01 January of each calendar year thereafter. This status can be reverted by direct application to the Board of Trustees for review.

### 18. GENERAL

- 18.1. These Rules, the provisions of Management Rule 68, and of the Section 44 of the Sectional Titles Act, no 95 of 1986 are applicable to and binding upon the Trustees, the Supervisor, the Managing Agent, and all Owners, Lessees, and other Occupiers of sections and their guests.
- 18.2. All complaints must be in writing and submitted to the Trustees or Managing Agent
- 18.3. Should any Rule be contravened, the Trustees may, in addition to any other penalties imposed in terms of the Act or contained in these Rules; -
- 18.3.1. impose a fine, or
- 18.3.2. obtain an interdict; or
- 18.3.3. impose more than one of the options mentioned.
- 18.4. The Body Corporate may, at a general meeting, from time to time, determine the amount of penalties.
- 18.5. Should no amount have been so determined, the Trustees may determine an amount at a meeting of Trustees, provided that the offender shall first be notified that an amount has been determined, and shall be given at least 14 days notice to remedy the defect or refrain from the proscribed activity before the penalty may be enforced,



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- 18.6. Any fine imposed in terms of these Rule, may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an Owner is obliged to pay in terms of s 37(1) of the Act and claimed by the Trustees as part of the monthly levies payable by the Owner.
- 18.7. It shall be the duty of the Owner of a sections to ensure that the Lessee or Occupier of his section and their family members, visitors, guests and employees comply with the Conduct Rules.
- 18.8. Should any damages be caused by or any penalties (fines) be imposed on any of the persons referred to in sub-rule 17.7 above, the applicable Owner of the section shall be liable to pay damages or to pay the penalties (fines) imposed.
- 18.9. The Trustees shall recover from the Owner of the applicable section all damages, penalties (fines) and costs incurred, including administrative expenses and all legal costs on an attorney and client scale. Damages, penalties (fines) and costs shall be deemed to be a levy and may be added to the Owner's levy statement and shall bear interest and be recoverable as a levy.
- 18.10. The Trustees may issue Directives from time to time in connection with any Conduct Rule, provided that the Directives shall not be in conflict with any Management Rule, Conduct Rule or Guidelines.

## **19. INTERPRETATION**

- 19.1. The clause headings are for convenience of reference only and shall be disregarded in construing these Rules.
- 19.2. Unless the context clearly indicates a contrary intention: -
- 19.2.1. the singular shall include the plural and vice versa; and
  - 19.2.2. a reference to any one gender shall include the other genders; and
  - 19.2.3. a reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 19.3. Words and expressions defined in the Sectional Titles Act 95 of 1988 and annexure thereto shall, in all Rules, bear the same meaning as in the Act.
- 19.4. 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



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which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 19.5. 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

This is to certify that these Conduct Rules are the legitimate and agreed rules as approved by the Group of Trustees entrusted so to do.

X

Chairman

X

Trustee  
Name

**Dated:** \_\_\_\_\_

**Place:** Cape Sands, Strand