

**BODY CORPORATE OF CLAPTONS BEACH SS 86/1997**

**HOUSE RULES INCORPORATING THE CONDUCT RULES**

**1. DEFINITIONS**

In these conduct rules, unless context otherwise indicates

“OWNER” or “OCCUPIER” shall mean the registered owner of a unit or purchaser of a unit who is in occupation of a section, and shall include such an owner, members of his family, his servants, guests and invitees, employees and tenants for all of whom he shall be responsible. In addition, all definitions as defined in the Sectional Titles Act 95 of 1986 as amended shall apply.

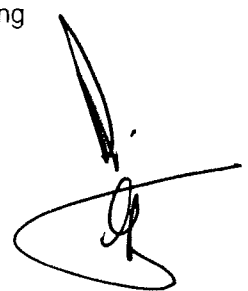
**2. OCCUPANTS AND OCCUPANCY**

An owner or occupier shall use his section exclusively for residential purposes and shall not be permitted to use his section for professional or business purposes.

- 2.1 An owner or occupier shall not allow more than two people to live in any one bedroom of a unit on a permanent basis, or temporarily for more than one calendar month per annum and then not by more than two (2) persons, save by prior written permission of the Trustees.
- 2.2 An owner or occupier shall not allow any room other than a bedroom to be used as a bedroom or sleeping quarters, except by visitors on a temporary basis for not more than one calendar month per annum and then by not more than two (2) persons, save by prior written permission of the Trustees.
- 2.3 The occupation of a servant's room shall be limited to one (1) person only.
- 2.4 Storerooms shall not be used for any other purposes than for the storage of goods subject to clause 12.

**3. ANIMALS, REPTILES AND BIRDS**

- 3.1 An owner or occupier of a section shall not be permitted to keep any animal, reptile or bird in a section or on the common property, without the written consent of the Trustees. This rule shall include all visitors who are not permitted to bring any animal, reptile or bird onto the premises.
- 3.2 When granting such approval, the trustees may prescribe reasonable conditions.
- 3.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- 3.4 When granting such approval, the Trustees shall include a condition that animals must be confined to their section or exclusive use areas. Dogs shall not be allowed in the central common area whether leashed or unleashed.
- 3.5 Owners of cats who do not control their animals shall be given one written warning and thereafter permission shall be withdrawn and the offending animal must be removed from the complex.
- 3.6 All dogs are to be licensed and all bitches are to be spayed.

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- 3.7 Male cats must be neutered.
- 3.8 Owners shall not be permitted to keep more than two animals (cat or dog) after the registration of these rules in the Deeds Office, provided that those owners who had more than two animals at that time may continue to keep such extra animal/s on the following conditions:-
- i. That the owner obtains the written consent of the Body Corporate prior to these rules being registered.
  - ii. That the animal/s are confined to the inside of that owners residential section and exclusive use area at all times.
  - iii. That the animal/s do not cause any noise and or disturbance to other residents at any time of the day or night.
  - iv. That the owner may not replace the animal/s when they disappear, die or are lost.
- 3.9 This relaxation condition for existing owners shall not be transferable to a new owner or occupier.
- 3.10 Livestock animals may not be slaughtered inside the unit or on common property.
- 3.11 Birds and birdcages shall not be allowed to be placed outside a section and shall be kept inside the unit at all times.

#### **4. REFUSE DISPOSAL**

An owner or occupier of a section shall:

- 4.1 Maintain in a hygienic, clean and dry condition, a receptacle for refuse within his section, his exclusive use areas or on such part of the common property as may be authorised by the Trustees in writing.
- 4.2 Ensure that before refuse is placed in such a receptacle or plastic bag it is securely wrapped, or in the case of tins or other containers, completely drained.

#### **5. VEHICLES AND RIGHT OF WAY (incl. Trailers, Caravans & Boats)**

An owner or occupier of a section shall:

- 5.1 No park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property without the consent of the Trustees in writing. Exclusive use and designated areas are excluded.
- 5.2 Allow no pantehnicon or vehicles exceeding 5 ton onto the common property. Any breach of this rule shall be for the responsibility of the owner / occupier.
- 5.3 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees consent.
- 5.4 Ensure that their 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.



- 5.5 Not 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.
- 5.6 Not be permitted to park their vehicles on the roadway, which shall impede or obstruct access to and egress from any entrance, garage, carport and parking bay of any section or exclusive use area, or impede or obstruct the normal flow of traffic on the roadway.
- 5.7 Comply with the rules of the road, road signs and notices and drive slowly and with due care when entering or leaving the complex
- 5.8 Not be permitted to allow the use of skateboards, roller skates, and bicycles in the central common property or for recreation purposes. Children are not allowed to play on or near the roadway.

**6. DAMAGE, ALTERATIONS OR ADDITIONS ON THE COMMON PROPERTY**

An owner or occupier of a section shall:

- 6.1 Not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any exterior part of his section/s, exclusive use areas or common property, without first obtaining the written consent of the Trustees.
- 6.2 Not erect or install external lights, an external television antenna, satellite dishes and cabling without first obtaining written consent of the Trustees. The Trustees may prescribe certain conditions when granting approval.
- 6.3 Not install air-conditioning unit/s, machinery, ducting and piping on any of the buildings, windows and structures without obtaining first the written consent of the Trustees. The Trustees when granting approval may prescribe certain conditions, one of which shall be that all the installation work is to be carried out by a recognised air conditioning contractor and that the owner indemnify the body corporate against any damage which may occur during the installation of such air-conditioning equipment.
- 6.4 Notwithstanding sub-clause (1), be authorised to install-
  - 6.4.1 Any security light, locking device, safety gate, burglar bars, burglar alarm, or any other safety device for the protection of his section OR
  - 6.4.2 Any screen or other device to prevent the entry of animals or insects:

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

**7. APPEARANCE FROM OUTSIDE**

The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. In the event of a dispute the Trustees shall refer the final decision to all the owners whose decision by a simple majority shall be final and binding.



## **8. LITTERING**

An owner or occupier of a section shall not:

- 8.1 Deposit, throw or permit to be deposited or thrown on the common property or onto any other section any rubbish, refuse, including cigarette ends, or any other litter whatsoever, except where provision for refuse disposal in a designated receptacle or area is provided.
- 8.2 Throw out any window/s any other objects as stated in subclause (1) above or shake out or dust carpets from windows.

## **9. SIGNS AND NOTICES**

No owner or occupier of a section nor his agents, shall place, or allow a sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or on a section, so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

## **10. LAUNDRY**

An owner or occupier of a section shall not, without the consent of the Trustees in writing, erect the washing lines, nor hang any washing or laundry or any other items on any part of the buildings or the common property so as to be visible from the outside of the building except where washing lines are provided.

## **11. NOISE**

An owner or occupier shall not cause or allow any disturbing noises either from pets, children playing, radios, television sets, musical instruments, hooting and revving of unsilenced engines or the like, games played on the common property, or from any other source whatsoever. Noise as a result of renovations shall be confined to normal business working hours. (i.e. 7:30 to 17:00 Monday to Friday – Public holidays excluded)

## **12. STORAGE OF INFLAMMABLE MATERIALS etc.**

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous acts in a unit or on the common property, which will or may increase the rate of premium payable by the Body Corporate on any insurance policy. Contravention of this rule shall render the offender liable for the cost of all repairs of the damage caused.

No wood fires are permitted if chimney of fireplace has not been build up. The use of charcoal only is permitted. Penalties will be issued on an owner or occupier who are in breach of the aforesaid rule.

## **13. LETTING OF UNITS**

- 13.1 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 any lease or any grants of rights of occupancy.



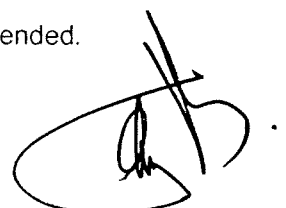
- 13.2 Any owner or occupier shall use his section exclusively for residential purposes and shall not be permitted to use his section for professional or business purposes e.g. No Bed & Breakfast, No Time-sharing
- 13.3 An owner or occupier shall not allow more than two (2) people to live in any one bedroom of a section on a permanent basis. An owner or occupier shall not allow any room other than a bedroom be used for sleeping quarters.
- 13.4 A breach of sub-clause (3) or (4) shall render the owner liable to the Body Corporate to pay a penalty fee of equal to three (3) times the current monthly levy applicable to the unit of the owner in default for each breach of this rule for every month or part thereof until the breach ceases.
- 13.5 The Trustees are authorised to add the penalty to the monthly levy payable by the offending owner.

#### **14. ERADICATON OF PESTS**

An owner or occupier shall keep his 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 authorised agents or employees, after giving 24 hours notice to enter upon this section for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The cost of this 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 pests, shall be borne by the owner of the section concerned.

#### **15. LAWNS AND GARDENS**

- 15.1 The Body Corporate shall regularly mow the lawns of the common property and the garden areas reserved for the owner's exclusive use without any owner or occupier receiving or being entitled to preferential treatment. Owners shall be obliged at all reasonable times to grant unrestricted access to the employees or agents of the Body Corporate, to perform such task, provided that due notice has been given to the owners, of the intended future visits and their regularity.
- 15.2 Owners shall not permit shrubs, trees, creepers or other vegetation to grow onto or near any building, which can cause damage to any part of the roof, pergola, walls, superstructure and foundations of the building.
- 15.3 The Body Corporate shall have the power to order any owner to remove any offending shrub, tree, creeper or any other vegetation from his garden area and that owner shall be liable to pay all the costs of removal and transport, if the owner is in breach of sub-clause 15.2. In the event of the owner not complying with the order then the Body Corporate shall be empowered to remove the offending vegetation and recover all removal costs incurred from the owner concerned. The Body Corporate shall not be held liable for any damage to that owner's garden or any item placed on the exclusive area, which may occur as a result of the removal of the offending vegetation.
- 15.4 Owners or occupiers shall maintain exclusive use garden areas in a neat and tidy condition including all lawn edge trimming and shall not accumulate any garden refuse or any other material, which shall be visible from outside his section.
- 15.5 Owners or occupiers are not to leave garden hoses or sprinklers unattended.



- 15.6 Sprinkler watering is not allowed to encroach into the driveway.
- 15.7 The Trustees shall have the power to impose water restrictions, when necessary, in the complex.

#### **16. EXCLUSIVE USE AREAS**

- 16.1 Owners shall be responsible for the maintenance, repair and replacement of all remote controllers, doors, door locks, window casement, gates, security gates, light fittings, pergolas, patios, awnings, house numbers, post boxes, garden taps, plumbing pressure valves, water pipes, sanitation pipes, paving and shall pay all costs of repairs as a result of the ingress of water. Should the owner not maintain the above the Trustees have the right to carry out the repair for the owner at the owners cost.
- 16.2 They shall also maintain cistern, geysers and pipework in good repair and timorously rectify any overflow of water therefrom. If a blockage in any waste or sewerage pipe occurs which is directly attributed to a particular section the owner of that section shall bear the cost/s of clearing such blockage.
- 16.3 Owners are responsible for (1) "off the roadway" or (2) exclusive area excluding public parking and (3) driveways.

#### **17. ACCESS TO COMMON PROPERTY**

Where access to common property areas are via or through owners units / sections that owner/s shall give the Trustees or their duly authorised workmen unrestricted access to those areas for the purpose of cleaning and or effecting repairs. Times of access shall be confined to normal business hours 7:30 – 17:00 Monday to Friday, public holidays excluded.

#### **18. BREACH OF CONDUCT RULES – PENALTIES**

A breach of any of these clauses by an owner or his tenant shall render the owner liable to the Body Corporate, to pay a monthly penalty equal to THREE times the average levy, until such time as he ceases to be in default. In the event of a dispute as to the interpretation of these rules or any breach hereof, the decision of the majority of the Trustees shall be final and binding on all parties concerned.

The Trustees are authorised to add all penalties to the monthly levy payable by the offending owner. All legal costs, including attorney client fees, commission, tracing fees and the owner shall pay interest in default.

In the event of the Body Corporate having to institute legal action against any owner as a result of that owner not complying with these rules, then all legal costs incurred as a result thereof shall be borne by the offending owner.

#### **19. BODY CORPORATE**

In addition to the "Duties of the Trustees" as detailed in Annexure 8 (Management rules) Sect 35 (2) (a) of the Section Titles Act, 1986 as amended

- 19.1 The Trustees shall call meetings and meet at least 4 times during the period from one Annual General Meeting to the next.

- 19.2 The Body Corporate shall enforce and apply the rules equally to all owners or occupiers and shall not give preferential treatment to any Trustee, Owner or Occupiers and shall conduct all its affairs in a fair, reasonable and democratic manner.
- 19.3 If the Body Corporate or the Trustees fail to enforce or delay enforcing any of the provisions of the Conduct Rules then an owner shall be entitled to take steps necessary to enforce these rules against the defaulting owner in the manner as laid down in section 41 of the Sectional Titles Act No. 95 of 1986 as amended.
- 19.4 The Trustees shall direct that only suitably qualified and registered workmen and contractors be authorised to perform building alterations, additions and repairs, repairs to all electrical and television aerial installations, drainage and water services under its control. Except in an emergency, renovations and repairs shall be undertaken between 7:30 and 17:00 Monday to Friday only (Public holidays excluded). The Trustees may vary these working hours if it is deemed necessary.

## **20. LEVIES**

It shall be the duty of the Trustees or their representatives to collect levies from owners on a monthly basis. Levies shall become due on the 1<sup>st</sup> day of each month and payable not later than 7<sup>th</sup> day of the month. Where levies remain unpaid for 30 days, interest at the current maximum bank overdraft rate of interest plus 2% may be charged. Levies unpaid after 60 days may be handed over to an attorney for collection. All costs including collection commission, attorney client fees, tracing fees and other costs incurred as a result of the legal action, shall be borne by the owner.

## **21. SWIMMING POOL**

Owners or occupier shall comply with the rules affixed to the fence of the swimming pool area.

- 21.1 No pets or animals are permitted in the pool area.
- 21.2 The Body Corporate absolves itself from any responsibility concerning the use of the pool and requires adult supervision of children under 12 years of age.
- 21.3 Resident's visitors using the pool must be accompanied by a resident who will be responsible for the behaviour of the visitors.
- 21.4 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.
- 21.5 Any Trustee shall have the right in his own discretion to demand that anyone using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.
- 21.6 Swimming costumes must be worn in the pool.



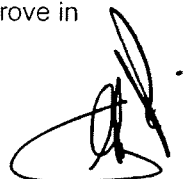
## **22. USE OF COMMON PROPERTY**

- 22.1 All occupiers and owners shall ensure that their respective activities and the uses of common property or any part thereof, including its facilities and amenities, shall at all times be conducted and carried out with responsibility and diligent care and with due and proper consideration for the other owners and / or occupiers.
- 22.2 All owners / occupiers shall ensure that their behaviour is such that it does not constitute a nuisance when utilising the common property which is likely to interfere with the quiet enjoyment by the owners / occupiers of the said common property.
- 22.3 Owners / occupiers shall not keep anything or do anything on the common property after receipt of written notice by the Trustee reasonably forbidding same.
- 22.4 No owner / occupier shall damage or destroy any plants, shrubs or trees on the common property.
- 22.5 No owner / occupier shall erect or affix any advertisement, boards or notices in or on any part of the common property or allow same to be so affixed.
- 22.6 No owner / occupier shall leave or store any article on any part of the common property or allow it to be left thereon.
- 22.7 No owner / occupier shall throw, dump, leave or discharge upon common property any refuse, wood, material, glass, bottles, filth, metal anything of any kind whatsoever that may cause injury to any person or be prejudicial to the health of other persons using the common property, or may in any way whatsoever prejudice their safety, convenience or rights.
- 22.8 No owner / occupier shall do or allow anything which might constitute a nuisance or cause injury or damage to or endanger any other person while utilising the facilities of the common property.
- 22.9 All owners / occupiers shall leave the common property in the same good and clean conditions as he would hope to find it.
- 22.10 No owner / occupier shall allow any activities which are in accordance with the Constitution of the Homeowners Association and / or regulations made by the Trustees from time to time.

## **23. REQUIREMENTS FOR EXTENSION TO A SECTION**

Should any Body Corporate Member wish to extend his section, relative to the scheme, the following requirements must be undertaken:

- 23.1 A written request, together with a sketch or plan, to be submitted to the Trustees of the Body Corporate.
- 23.2 Owners to first advise their neighbours in writing of their intentions to extend their section giving such person seven (7) days in which to lodge objections in writing to the Trustees.
- 23.3 The Trustees will then either approve or not approve the request. If they approve in principle then the following conditions will apply:





- 23.3.1 The unanimous approval of the Body Corporate is required for the extension.
- 23.3.2 The applicant will be required to obtain Municipal approval for the extension. This may only be obtained after the Chairman of the Body Corporate has given authority for the applicant to approach the Local Authority for such approval.
- 23.3.3 Should the Local Authority approve the extension, the applicant must return the approved plan to the Chairman of the Body Corporate. Do not commence work until the Chairman has given permission to do so.
- 23.3.4 An approved builder may only undertake the work. (Approved by the Trustees).
- 23.3.5 The onus is on the applicant to ensure that the common property is kept neat and clean during building operations.
- 23.3.6 The applicant will be responsible for the services of a Registered Land Surveyor to update the Sectional Title Plans and lodge them, via a firm of Attorneys, in the Deeds Office.
- 23.3.7 The Trustees will inspect the completed work and ensure that it has been done to their satisfaction.
- 23.3.8 All costs for the above will be for the account of the applicant.
- 23.4 After having received the Amended Sectional Title Plans, the Trustees will issue the new schedule as well as the new levy contributions.

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