



B E A C H C L U B

## **Rules of Conduct: Sectional Title Units**

### **Cotton Club / Royal Pavilion /Turtle Creek**

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## **1. INTERPRETATION**

- 1.1 In the interpretation of these rules, unless the context otherwise indicates:
  - 1.1.1 “Act” means the Sectional Titles Act, 1986 (Act 95 of 1986) as amended from time to time and any regulations made thereto.
  - 1.1.2 Words and expressions used shall bear the meaning assigned to them in the Act.
  - 1.1.3 “Trustee” includes an alternate Trustee.
  - 1.1.4 “Occupant” in relation to a unit includes the owner thereof.
  - 1.1.5 Words importing
    - 1.1.5.1 The singular shall include the plural, and the converse shall also apply;
    - 1.1.5.2 The masculine gender shall include the feminine and neuter gender and the neuter gender shall include the masculine and feminine genders;
  - 1.1.6 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.
  - 1.1.7 “Section”: The boundaries of a “section” are defined by the floors, walls and roofs thereof. (Refer to Section 5(5) and the Act). “Common Property” in relation to that section title means:
    - 1.1.7.1 All the land included in a Sectional Title scheme;
    - 1.1.7.2 Such part of the building or buildings are not included in sections, i.e. the outer half of exterior walls, foundations and roofs above ceilings;
    - 1.1.7.3 The whole of buildings designated as Common Property on sectional title plans, such as guard houses, staff quarters, etc.

## **2. USER**

- 2.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered Sectional Plan, an owner shall not use or permit his section to be used for any other purpose.

## **3. INSURANCE PREMIUM**

- 3.1 An owner shall not do or permit done in his section or on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any Insurance Policy.
- 3.2 An owner or occupier shall not store any material, 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.

## **4. MOTOR VEHICLES AND ALL OTHER VEHICLES, TRAILERS, MOTORCYCLES**

- 4.1 The motor vehicles(s) of occupants and their visitors shall be parked only in the garage or carport allocated for the use of the relevant unit or if already occupied, in specified parking bays, and shall not be parked on lawns, in driveways, on yellow lines, in gardens or anywhere else.

Occupants shall ensure that their visitors are aware of and comply with this rule.

- 4.2 No repairs or reconditioning of vehicles, boats and other water craft is permitted on the Common Property.
- 4.3 Vehicles may not travel at speeds in excess of 20km/h on any portion of the Common Property.
- 4.4 No vehicles exceeding 2 tons, boats, jetskis, boat or jetski trailers shall be brought onto the Common Property for a period not exceeding 2 hours in any 24 hour period provided that such vehicle, boat jetski or trailer does not in any way restrict or impede or limit in any way free access to the parking bays or common area.
- 4.5 Any boat, jetski, trailer or other vehicle brought onto the Common Property or parked in contravention of any of the foregoing may without notice be towed away and stored by the Trustees at the owner's risk. All costs of towing and storage and other costs associated therewith shall be for the account of the occupant concerned, which costs shall be included on the monthly statement in respect of the unit question and shall be treated as an additional levy for all purposes. The foregoing shall apply notwithstanding that the vehicle towed away is owned or driven by a visitor of the occupant concerned.
- 4.6 The irresponsible use of off-road motor cycles/vehicles, including three and four wheelers and any other recreational type motor cycles/vehicles, on the Common Property for whatever reason, is prohibited, provided such use is limited to individuals who hold as a minimum a learner drivers license and that such use is limited to the existing paved or tarred roads only.

## **5. SKATEBOARDS/ROLLER SKATES**

- 5.1 The use of soap-box carts, skateboards, roller skates and roller blades is prohibited on driveways and lawns from 14h00 to 16h00 on Saturday, Sundays and Public Holidays, which should be regarded as a siesta period.

## **6. LAUNDRY**

- 6.1 Washing and other articles may not be hung out on the top balcony. In particular, washing and other articles may not be hung over the walls of Common Property or of any unit or any part of the Common Property not specifically designated for such purpose. No resident may erect his own washing line on the Common Property of his unit.

## **7. CLEANLINESS / SANITARY SERVICES**

- 7.1 Save as hereinafter provided, refuse, litter, private belongings, debris, etc. shall not be deposited or left on the Common Property at any time. Owners and/or Occupants shall use their best endeavours to ensure that it is complied with.
- 7.2 If any occupant or visitor infringes the provisions of 7.1 the owner of the relevant unit shall be responsible therefore.
- 7.3 Refuse bins or bags are to be kept in the confines of each unit for disposal at the Common Property refuse yard by the occupant.
- 7.4 Refuse may not be left out overnight.
- 7.5 There will be no refuse/rubbish removal service from any unit. Occupants are personally responsible for depositing their refuse at the Refuse Yard.

## **8. OFFENSIVE BEHAVIOUR**

- 8.1 No form of rowdiness, disorder, noisiness, drunkenness, violence or other offensive or scandalous behaviour on the Common Property of within units will be acceptable.
- 8.2 Without derogating from the generality of paragraph 8.1 above -
  - 8.2.1 No musical instruments or other sound producing noise emitting devices shall at any time be played or used in any unit or on the Common Property at levels which may give offence to others.
  - 8.2.2 No hammering, drilling, sawing or other such work shall be conducted before 09h00 and after 17h00 on any day. Subject to the provisions of this rule 8, such work is permitted during the aforesaid prescribed times only, provided it is performed in moderation and does not unreasonably interfere with the use and/or enjoyment of any occupant of his unit or of the Common Property.
- 8.3 Occupants shall obtain prior consent from the owner of the unit and shall advise their neighbours in advance whenever a party is to be held in their units. No party may be held either wholly or in part on the Common Property. Parties shall not continue after 22h00 on Sundays and Public Holidays and after 23h00 on all other days. Should any occupant after verbal warning by any member of the Trustees persist in exceeding such time limits, the electricity service to the relevant unit may summarily be suspended for a period of no longer than 12 (twelve) hours, without prejudice to any further penalty as herein provided (See Rule 20).
- 8.4 Owners shall ensure that all occupants of units and visitors comply with the provision of this Rule 8.

## **9. GARDENING**

- 9.1 Gardening on the Common Property shall not be carried out by any person unless such person is authorized thereto by the Trustees in writing. Only Trustees may give instructions to the Caretaker or the Garden Service.
- 9.2 No trees or shrubs may be damaged in any way by anyone, nor may they be removed or trimmed without due written authorization by the Trustees.
- 9.3 Any requests for specific gardening needs are to be placed in writing before the Trustees for their consideration.

## **10. SUPERVISION OF CHILDREN**

- 10.1 Occupants shall properly supervise their children, their children's friends and children of visitors so that no provision of these rules is infringed by any such children, and that no damage or nuisance is caused to any occupants, to the property of any occupant or to the Common Property or any unoccupied unit. In particular, and without affecting the generality of the foregoing, children shall not damage, deface or interfere with the plants, decorations, signs, nameplates, fire hoses and fire hose reels, exterior lighting, pool equipment, nor enter an unoccupied unit, climb onto any roof of units or complex perimeter walls.
- 10.2 The Body Corporate accepts no liability and/or responsibility for any injuries or damages caused to any person or property on the Common Property, by any person or structure, whether temporary or permanent.

## **11. POOL AREA**

- 11.1 The term pool area referred to herein refers to the area falling within a 10 meter radius of the outside of the paving surrounding the swimming pool itself.
- 11.2 The pool and surrounding areas are for the exclusive use of occupants and their guests. The pool shall be used for swimming and other like purposes only and not for washing or cleaning any objects. No soap or detergents shall be introduced into the pool. Discretion must be used by occupants with respect to the number of their guests in order to avoid monopolizing the pool area.
- 11.3 Common courtesy and regard for the rights of others are essential for the full employment of these facilities. Occupants are responsible for the behaviour of their guests and their children. Everyone using the pool will observe generally accepted water safety rules and hygiene.
- 11.4 No bottles, glasses or other glass objects of any kind are permitted in the pool area.
- 11.5 No pets, bicycles, tricycles or go-carts, skateboards, roller-skates, water snakes and tubes etc., are permitted in the pool area.
- 11.6 Undue loud noise, including noise generated by sound producing devices is not permitted in the pool area.
- 11.7 No rough or dangerous games, jumping off roofs or trees and no games that interfere with any occupant's enjoyment of the pool area are permitted.
- 11.8 Tampering with the pool pump, and equipment is not permitted. If any such damage to the pool pump or pool equipment is caused by an owner, occupant, visitor or any other individual utilizing the facilities, such damage shall be recovered from the owner, occupant, visitor or any other individual concerned.
- 11.9 Without restricting the generality of Rule 7, litter shall not be deposited in the swimming pool or in the swimming pool area. Please use bins provided.
- 11.10 All persons using the swimming pool do so at their own risk and the Body Corporate accepts no responsibility and shall not be liable for any damage or injury suffered by any person from whatsoever cause and howsoever arising.

## **12. OCCUPANTS' EMPLOYEES (DOMESTIC WORKERS/CONTRACTORS ETC)**

- 12.1 Occupants shall ensure that their employees comply with the provisions of these rules.
- 12.2 Occupants are to ensure that all domestic employees and/or contractors are registered by means of the prescribed form with either the manager of the Caribbean Beach Club or the Trustees of the Sectional Titles. Such form shall contain details of the employee/contractor's name, address, identity number and the name and unit number of the occupant for whom they are working and must be signed by either a Trustee or the manager of the Caribbean Beach Club. Any employee and/or contractor who is not in possession of such a signed consent shall not be permitted access to the complex.

### **13. ACTIVITIES ON THE COMMON PROPERTY**

Without in any way restricting the generality of any of these rules:

- 13.1 No hobbies or other activities may be conducted on the Common Property if they would cause a nuisance to other occupants.
- 13.2 Hobbies or other activities which cause undue noise are prohibited.
- 13.3 The playing of any ball game whatsoever is strictly prohibited in the area that falls between the front of the units bordering the Common Property and the swimming pool. The area between the swimming pool and the boundary white split pole fence should be utilized for these activities.
- 13.4 The playing or practicing of golf on the Common Property is prohibited.

### **14. TENANTS AND VISITORS**

- 14.1 The owner of any unit who lets his unit/s shall advise the Trustees of the name of the lessee and of the period of the lease and shall at the request of the Trustees provide the Trustees with a copy of the lease and all variations thereto.
- 14.2 The owner undertakes to attach a copy of these "house rules" to the lease. The owner further undertakes that a/all lease(s) of this unit(s) shall contain a term in the following words or to a similar effect:  
"The lessee acknowledges having received from the lessor a copy of the "house rules" of this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith all respects".
- 14.3 Owners of units are responsible for the conduct of their children, visitors, guests and any other occupants of their units. Owners of units shall ensure that all such persons comply with the provisions of these rules.

### **15. BUSINESS ACTIVITIES**

- 15.1 No business, profession or trade may be conducted on the Common Property. No business, profession or trade may be conducted in any unit unless it is specifically permitted to be in a Section Title scheme in terms of the relevant legislation, and unless the consent in writing of the Trustees shall first have been obtained. The Trustees may, in their absolute discretion, revoke such consent at anytime, in which case the business activity concerned shall cease at such time as the Trustees require.
- 15.2 No auction or jumble sale may be held on the Common Property.
- 15.3 No advertisement or publicity material may be exhibited from a unit or the Common Property or distributed on the Common Property unless accepted by the Trustees in writing.

### **16. IMPROVEMENTS ON OR TO THE COMMON PROPERTY**

- 16.1 No improvement/alteration to the Common Property will be permitted unless a proposal to make such an improvement/alteration has been approved by all the members in writing.

### **17. ALTERATIONS/IMPROVEMENTS**

- 17.1 General

- 17.1.1 Not extension, alterations or improvements to the exterior of any unit, including without limitation any awnings shall be affixed or made, unless the Trustees have:
- a) been given full particulars thereof, including plans, approved by the Municipality.
  - b) Countersigned such plans; and
  - c) Have given permission in writing thereto.
- 17.1.2 If such written permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be affected unless the occupant shall have complied with 17.1.1 in respect of such variations. All extensions, alternations and improvements shall be carried out strictly in accordance with such approved plans.
- 17.1.3 The Trustees, upon granting any such approval, shall be entitled to stipulate any conditions which they may deem fit to impose (which conditions shall be adhered to diligently), including without limitation requiring the payment by the owner or occupant of a deposit (the amount of which shall be in the discretion of the Trustees and shall be paid to the Trustees before the commencement of the building activities), which shall serve as a security for any expenditure incurred or damages which may be suffered by the Body Corporate as a result of any such extensions, alterations or improvements, including without limitation:
- a) the removal of refuse, debris, etc;
  - b) damage to any unit or to the Common Property; and
  - c) for the due compliance with all building regulations and local authority requirements.
- 17.1.4 Upon the completion of such extensions, alterations or improvements and if the Trustees are satisfied at their sole discretion that:
- a) no such damages have been suffered;
  - b) no such expenses need to be incurred; and
  - c) all such regulations and requirements have been adhered to
- such deposit will be refunded. The said deposit will not be interest bearing and will be determined and accepted by the Trustees without prejudice to their right to demand the refund of expenses incurred and/or to be incurred and/or payment of damages suffered in excess of the amount of such deposit.
- 7.1.5 Should any such alteration/addition have been made prior to the formation of the body corporate such alteration/addition shall be subject to ratification by the Trustees. If an owner fails to comply with the aforementioned procedure and such failure persists for a period of thirty days after the giving of written notice to rectify the unauthorized alteration from 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.
- 7.2 All security gates and burglar proofing installed in a unit must comply with the following:-
- a) Must be according to specifications as laid down by the Body Corporate.
  - b) Must not be removed when moving as it forms part and parcel of the property.
  - c) Any structural changes must be approved by the body corporate in writing prior to commencement of work. Such work must be carried out strictly in accordance with proper approved plans. The provisions of 17.1.1 shall apply mutatis mutandis to such changes.

17.3 All refuse, debris etc. that result from any extensions, alternations or improvements, shall be removed by the occupant concerned within five days of completion. If such refuse, debris etc., is not removed the Trustees may have the same removed at the relevant owner's expenses.

17.4 Any structural changes to internal walls must be approved by the body corporate in writing prior to commencement of work, and such work must be carried out strictly in accordance with proper structural plans approved by suitable qualified engineers to ensure the weight loading is structurally sound. The provisions of 17.1.1 shall apply mutatis mutandis to such structural changes.

#### **18. DAMAGE TO COMMON PROPERTY/COSTS AND LIABILITY**

18.1 Should any damage whatsoever be caused to the Common Property by an occupant, and/or any member of his family, and/or any of his visitors, and/or employees, their children or visitors, and/or other invitee of such occupant, or should any such person cause the Body Corporate to suffer any loss or incur any liability for property repair, he/she shall forthwith reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.

#### **19. PENALTIES**

19.1 If in the opinion of the Trustees an occupant is in breach of or fails to comply with any of the provisions of these rules, the Trustees may, in their absolute discretion, impose a penalty on such occupant of an amount as determined by the Trustees from time to time, and shall be entitled furthermore to recover from such occupant any expenses incurred in order to rectify such infringement.

19.2 Any penalty imposed in terms hereof or any expenses incurred in terms of paragraph 19.1 above, shall be payable by the occupant to the Body Corporate on demand.

19.3 The imposition of any penalty in terms hereof shall be without prejudice to, shall not affect and shall be in addition to any other rights available to the Body Corporate at law, and in particular its right to apply for an order compelling any occupant to comply with the provisions of these rules or desist from infringing same.

19.4 If the Body Corporate or the Trustees instructs a firm of Attorneys in connection with or arising out of any infringement by any occupant of any of the provisions of these rules, or any failure to comply therewith, such occupant shall be liable to reimburse the Body Corporate on demand for all its legal costs incurred in respect thereof of an attorney and client basis.

#### **20. ENFORCEMENT OF AMOUNTS PAYABLE**

Any amounts payable by an occupant to the Body Corporate in terms of these rules shall be deemed to be an additional levy in respect of such occupant's unit, and the payment thereof shall be enforceable as provided in rule 21 below.

## **21. PAYMENT OF LEVY, ETC**

- 21.1 Payment in full of levies (including inter alia additional levies, penalties and expenses incurred in terms of paragraph 19 above) electricity and sewerage charges for each month must be received by the Managing Agent by the 7<sup>th</sup> of that month.
- 21.1.1 If payment is received after 30 days, a fine in the amount of R50.00 may be imposed in respect of the unit concerned, which fine will be included on the next statement.
- 21.1.2 If payment in full (including outstanding fines) has not been received by the end of the second month, all services to the unit concerned, including electricity, will be suspended and the amount will be handed to Attorneys for collection without further notice. Further fine(s) in the amount of R100-00 each will be imposed monthly together with interest at 2% per month on the outstanding amount.
- 21.2 Services suspended pursuant to the foregoing will not be reinstated until all amounts owing plus a reconnection fee in the amount of R100.00 are paid in full.
- 21.3 Non receipt of a levy statement does not excuse payment of levies or other amounts due.

## **22. PETS**

- 22.1 Pets are to be housed within the particular unit once the occupants have retired at night.
- 22.2 Every possible effort is to be made to ensure that barking or other noise created by animals is managed/controlled to levels acceptable to neighbours at all times.
- 22.3 Dogs, in particular, must be leashed while on the Common Property so as to avoid any fights with other animals or attacks on humans. Should any animal be unharnessed/unleashed or permitted to roam or play freely on the Common Property, whereby any person, animal or belonging of other is injured or damaged in any way either physically or mentally the owner will be held liable for any costs to the person(s) suffering such loss and supported by the Trustees in accordance with the provisions herein, as deemed as reasonable.
- 22.4 Any "litter" created by any animals on the Common Property must immediately be cleared and removed by the occupants of the particular unit.
- 22.5 Should any person's animal, harnessed/leashed or within the property of the owner/occupant/tenant, be attacked, harmed or injured by another animal within such property, the owner of the latter animal shall be liable for all costs and medical expenses of any description, damage to property of any description and any other claim laid upon them. Any such incident outside the complex has no relevance to the provisions contained herein as these fall under the jurisdiction of the Developer, other Bodies Corporate and their rules. However owners of pets are advised to use common sense and should apply the same rules or standards.
- 22.6 In the event of any infringement of this clause, the Trustees may prohibit the responsible unit owned from keeping any animals or any specific animals within the complex, without prejudice to any further penalty as herein provided.

## 23. SUNDRY PROVISIONS

Without in any way derogating from the generality of the foregoing rules and in addition thereto:

- 23.1 The Trustees shall have the right, but shall not be obligated to take any action which it may deem fit to prevent any infringement of these rules.
- 23.2 All occupants shall take note that:
- Units may not be used for any purpose which is injurious to the reputation of the complex.
  - Cigarette ends and other objects may not be thrown from windows or at the surrounds, on driveways, on other unit patio areas, in gardens, lawned areas or in the pool.
  - Common Property and garden areas must at all times be kept free of litter.
  - Inflammable or other dangerous material or articles may not be brought on to the Common Property of elsewhere except in such limited quantities as are allowed under the Insurance Policy or Bye-Laws
  - The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for occupants during working hours unless specifically authorized by the Trustees.
  - No firearms, pellet guns, "catties" or bows and arrows may be discharged on or over the Common Property.
  - No stones or other solid objects may be thrown on the Common Property.
  - No signs of whatsoever nature may be displayed on the Common Property without the prior written consent of the Trustees having been obtained.
  - No ball games are allowed against the walls
  - No tampering with Fire Hydrants is allowed. Fire Hydrants are not to be used for washing of motor vehicles or veranda's.
  - No fire-works (pyrotechnics) are permitted within the Common Property or discharged onto the Common Property.
  - Any complaints regarding the breach of "house rules" must be addressed to the Trustees in writing.
  - Sleeping maximum of 3 bed roomed units shall be 10 people except on special occasions and when authorized by the Trustees in writing.