




# *Royal Pavilion Body Corporate*

Sectional Title Scheme

SS899/1996



# *Rules of Conduct*

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

## **September 2018**

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## 1. INTERPRETATION

1.1 In the interpretation of these rules, unless the context otherwise indicates:

1.1.1 “**Act**” – means any or all of the following:

- The Sectional Title Act, 1986 (Act 95 of 1986)
- The Sectional Title Scheme Management Act (Act 8 of 2011)
- The Community Schemes Ombud Service Act (Act 9 of 2011)

as amended from time to time and any regulations made thereunder.

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 number only 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 is defined by the floors, walls and ceilings thereof, while “**Common Property**” in relation to that Sectional Title Scheme 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. 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.

2.2 An occupant shall be liable for their own insurance arrangements to secure the content within the unit and their personal belongings.

### 3. INSURANCE

An occupant 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.

### 4. MOTOR VEHICLES

4.1 The motor vehicle(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, jet skis, boat or Jet Ski trailers shall be brought onto the Common Property.

4.5 Any boat, Jet Ski, 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 in 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 use of off-road motor cycles/vehicles, including three of four wheelers and any other recreational type motor cycles/vehicles, on the Common Property for whatever reason is prohibited.

### 5. SKATEBOARDS / ROLLER SKATES

The use of soap-box carts, skateboards, roller skates and roller blades is prohibited on driveways and lawns.

### 6. LAUNDRY

Washing and other articles may not be hung out in any part of a unit where they are visible to the general public and other residents. In particular, washing and other articles may not be hung outside of the unit or any part of the Common Property not specifically designated for such purpose. No residents may erect his own washing line on the Common Property of his unit.

### 7. CLEANLINESS / SANITARY SERVICES

Save as hereinafter provided, refuse, litter, private belongings, debris, etc., shall not be deposited or left on the Common Property at any time. Occupants shall inform their children and visitors of this rule, and shall use their best endeavours to ensure that it is complied with.

- 7.1 If any child, occupant or visitor infringes the provisions of 7.1, the owner of the relevant unit shall be responsible therefor.
- 7.2 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.
- 7.3 No rubbish bins or bags are to be located/positioned outside units.
- 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.
- 7.6 The refuse area must be kept closed at all times.

## **8. OFFENSIVE BEHAVIOUR**

- 8.1 No form of rowdiness, disorder, noisiness, drunkenness, violence or other offensive or scandalous behaviour on the Common Property or 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 on the Common Property at levels which may give offence to others.
  - 8.2.2 No hammering, drilling, sawing or other such works shall be conducted before 09:00 between 14:00 and 16:00 and after 18:00 on any day, however not at all on Sundays and Public Holidays. 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 reasonably 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 22:00 on weekdays and Sundays and 23:00 on Saturdays and Public Holidays. Should any occupant after verbal warning by any member of the Trustees persist in exceeding such time limits, the electricity services 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 Occupants shall ensure that their children, other occupants of units and visitors comply with the provisions 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 authorised 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 authorisation 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 their 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 an 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. ENTERTAINMENT**

- 11.1 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 monopolising the pool area.
- 11.2 Common courtesy and regard for the rights of others are essential for the full enjoyment 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.
- 11.3 No bottles, glasses or other glass objects of any kind are permitted in the pool area.
- 11.4 No pets, bicycles, tricycles or go-carts, skateboards, roller skates, water snakes, etc., are permitted in the pool area.
- 11.5 Undue loud noise including noise generated by sound producing devices is not permitted in the pool area.
- 11.6 No rough or dangerous games, jumping off roofs and no games that interfere with any occupant's enjoyment of the pool area are permitted.
- 11.7 Tampering with the pool pump and equipment is not permitted.
- 11.8 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. PETS**

Royal Pavilion is a Pet FREE zone. Under no circumstances are any occupants allowed to house any form of pet.

## **13. OCCUPANT'S EMPLOYEES (DOMESTIC WORKERS ETC)**

13.1 Occupants shall ensure that their employees comply with the provisions of these rules.

13.2 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 HOA or the Trustees of Royal Pavilion. Such form shall contain details of the employee/contractors 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 HOA. Any employee and/or contractor who is not in possession of such a signed consent shall not be permitted access to the complex.

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

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

14.1 No hobbies or other activities may be conducted on the Common Property as they would cause a nuisance to other occupants.

14.2 Hobbies or other activities which cause undue noise are prohibited.

14.3 The playing and/or practising of golf on the Common Property is prohibited.

14.4 No golf carts on the lawns of the common property.

14.5 Braaing and fires on the lawns of the common property is strictly forbidden.

## **15. LETTING AND OCCUPANCY**

15.1 All lessees of sections and other persons granted rights of occupancy by any owner of a section are obliged to comply with these Rules of Conduct, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease or any grant of rights of occupancy.

15.2 When entering into a lease agreement or agreement of occupation of a section, whether in writing or verbal, the owner or Accredited Estate Agent shall provide the HOA, prior to occupancy, with a copy of the agreement and all annexures thereof.

15.3 The owner or Accredited Estate Agent shall ensure that a copy of the Rules of Conduct is provided to the lessee(s) and other occupiers.

15.4 The owner or Accredited Estate Agent shall ensure that all lease agreements or other agreements granting rights of occupancy contain the following or a similar clause:-

*“The lessee acknowledges having received from the lessor a copy of the Rules of Conduct of Royal Pavilion Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects.”*

- 15.5 Owner(s) are not permitted to run their section as a guesthouse at any given time.
- 15.6 An owner shall notify the manager, managing agent or trustees forthwith in writing of any change of ownership in, or occupation of his or her section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.
- 15.7 When a sale of a section contains the clause in the offer to purchase document, with the right to occupancy prior to transfer, occupancy will only be given to the prospective purchaser if accompanied by a completed and signed lease agreement.

## **16. BUSINESS ACTIVITIES**

- 16.1 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 Sectional 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 any time as the Trustees deem fitting.
- 16.2 No auction of jumble sale may be held on the Common Property.

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

- 17.1 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 Trustees in writing.

## **18. ALTERATIONS**

### 18.1 General

- 18.1.1 No extensions, alterations or improvements to the exterior of any unit including without limitation any awnings shall be affixed or made, unless the Trustees have –
- 18.1.1.1 Been given full particulars thereof, including plans, approved by the Municipality;
  - 18.1.1.2 Countersigned such plans; and
  - 18.1.1.3 Have given permission in writing thereto.
- 18.1.2 If such permission is granted, it shall pertain only to the plans submitted to the Trustees for approval and no variation thereof may be effected unless the owner shall have complied with

8.1.1 in respect of such variations. All extensions, alterations and improvements shall be carried out strictly in accordance with such approved plans and approval thereof at a Royal Pavilion Body Corporate AGM.

18.1.3 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 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 –

18.1.3.1.1 The removal of refuse, debris, etc.

18.1.3.1.2 Damage to any unit or to the Common Property; and

18.1.3.1.3 For the due compliance with all building regulations and local authority requirements.

18.1.3.1.4 Any application in respect of Clause 18 may only be made by the *Bona Fide* owner of a Section.

18.1.4 Upon the completion of such extensions, alterations or improvements and if the Trustees are satisfied at their sole discretion that –

18.1.4.1 No such damages have been suffered;

18.1.4.2 No such expenses need be incurred; and

18.1.4.3 All such regulations and requirements have been adhered to.

18.2 All security gates and burglar proofing installed must comply with the following:

18.2.1 Must be according to specifications as laid down by the Body Corporate; and

18.2.2 Must not be removed when moving as it forms part and parcel of the property.

18.3 All refuse, debris, etc. that results from any extensions, alterations or improvements shall be removed by the occupant concerned within 5 (five) days of completion. If such refuse, debris, etc. is not removed, the Trustees may have the same removed at the relevant owner's expense.

18.4 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 suitably qualified engineers to ensure the weight loading is structurally sound. The provisions of 18.1 shall apply *mutatis mutandis* to any such structural changes.

18.5 No Television aerials or satellite dishes are to be mounted by the occupant(s)

18.6 All satellite dishes installed and maintained by the body corporate and/or which serves more than one section becomes the property of the body corporate and may not be removed by an owner.

## **19. DAMAGE TO COMMON PROPERTY / COSTS & LIABILITY**

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(s) 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 in respect of such loss or expense. Should such occupant fail to repair such damage forthwith, the Trustees may cause such damage to be repaired and such occupants shall reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.

## **20. IMPOSITION OF PENALTIES**

The Trustees of the Body Corporate accepted and apply the penalty schedule of Caribbean Beach Club HOA as set out in the Memorandum of Incorporation.

## **21. ENFORCEMENT OF AMOUNT 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 22 below.

## **22. PAYMENT OF LEVIES**

The Body Corporate has adopted the late payment clauses set out in the HOA's Memorandum of Incorporation which was passed by Special Resolution at the AGM of September 2017.

22.1 Notwithstanding that all levies owing by an Occupant are payable annually in advance, Occupants are afforded the indulgence to make payment of levies by way of monthly instalments, and which levies are payable monthly in advance, on or before the 1<sup>st</sup> day of the month.

22.2 Any Occupant failing to make punctual payment of any levies by way of monthly instalments as stipulated in 22.1 above, shall

22.2.1 Receive written notification and demand from the Body Corporate that if the outstanding monthly levy is not paid within 14 (fourteen) calendar days from the date on which such notification was sent by the Body Corporate, the entire remaining balance of the annual levies payable for that financial year as determined by the Trustees of the Body Corporate, shall become immediately due, owing and payable.

22.2.2 Written notification from the Company sent electronically by email to such email address as the Occupant has supplied the Body Corporate, will serve as sufficient notification to the Occupant concerned.

22.3 Should the Occupant fail to remedy the non-payment of the monthly levy owing within 14 (fourteen) calendar days following delivery of notification to the Occupant as set out in Article 22.2.1 and Article

above, the Body Corporate shall be entitled to commence with the institution of legal proceedings against the Occupant for payment of balance of the annual levies payable for that financial year as determined by the Trustees of the Body Corporate, and shall also hold the Occupant liable for interest that accrues on such balance outstanding as from time to time until such date as full payment is made to the Body Corporate, together with all legal fees incurred by the Company and calculated on scale as between attorney and own client.

- 22.4 At all times it remains the sole responsibility of the Occupant to ensure that the Occupant's updated and correct contact particulars are held on record by the Body Corporate.
- 22.5 Any amount due by an Occupant by way of a levy and interest shall be a debt due by him to the Body Corporate.
- 22.6 An Occupant may not choose to only pay a portion of his levy for any reason relating to the Occupant's interpretation of service delivery by the Body Corporate.
- 22.7 The Body Corporate shall be entitled to appropriate any payments received from an Occupant against any amounts and/or indebtedness owing by an Occupant to the Body Corporate and shall be entitled to appropriate these payments in its sole and exclusive discretion, irrespective of when such amount and/or indebtedness became due.
- 22.8 Interest will be charged on any overdue amount payable by an Occupant to the Body Corporate, provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act, compounded monthly in arrears.

## **23. SIGNS AND NOTICES**

- 23.1 No occupant of a section 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 attach any reasonable conditions to their consent.
- 23.2 If an owner or occupier of a section contravenes sub-rule (1) or the conditions imposed by the trustees, the trustees may request the occupant to immediately remove the sign, notice, billboard or advertisement at or her own risk and cost. If an owner fails to remove the sign, notice, billboard or advertisement and any such failure persists for a period of seven (7) after the giving of written notice to remove by the trustees, the trustees may effect such removal at the owner's risk and cost.

## **24. ERADICATION OF PESTS**

- 24.1 An occupant shall keep his or her section free of rats, mice, cockroaches, 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, to enter upon his or her section from time to time for the purpose of inspecting the section and taking such action as may be 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 that may be damaged by any such pests shall be borne by the occupant of the unit concerned.

24.2 An occupant of a section shall take all such steps as may be necessary to ensure that the activities inside his or her section and on the common property comply with the municipal health regulations and that it does not cause a danger or risk to the other occupiers of sections.

## **25. FIRE HYDRANTS**

25.1 Fire hoses are only to be used for the purpose for which they were installed and may not be used for the washing of motor vehicles or veranda's.

25.2 No occupant shall tamper with any fire hydrant.

## **26. RISK AND DAMAGES**

26.1 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 damaged of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's employees, agents or contractors.

26.2 The body corporate shall not be liable for damage, loss or non-delivery of goods or mail to any occupier.

26.3 Should an occupant of a section or his or her contractor, domestic worker, visitor, guest or family member cause any damages of whatsoever nature to the common property, the occupant of the section shall be liable to the body corporate for the damages.

## **27. COMPLAINTS**

Should an occupant of a section have any complaints, requests or problems that they experience in respect of the building or in regard to other occupants of sections, he or she shall inform the trustees or the managing agent in writing thereof.

## **28. BINDING NATURE**

The provisions of the Management Rules, Rules of Conduct and the Act, as amended from time to time, and the duties of an owner of a section in relation to the use and occupation of a section and common property, shall be binding on the occupant of the section, and it shall be the duty of the occupant of the section to ensure compliance with the Management Rules, Rules of Conduct and the Act by the occupiers of his or her section, including the workmen, contractors, domestic workers, visitors, guests and family members of the occupant of his or her section.

## **29. SUNDRY PROVISIONS**

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

29.1 The Trustees shall have the right, but shall not be obliged to take any action which it may deem fit to prevent any infringement of these rules.

29.2 All occupants shall take note that –

29.2.1 Units may not be used for any purpose which is injurious to the reputation of the complex.

29.2.2 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.

29.2.3 Common Property and garden areas must at all times be kept free of litter.

29.2.4 Inflammable or other dangerous material or articles may not be brought on to the Common Property or elsewhere except in such limited quantities as are allowed under the Insurance Policy or By-Laws.

29.2.5 The gardeners may not be employed to do any private work for occupants during working hours unless specifically authorised by the Trustees.

29.2.6 No firearms, pellet guns, “ketties” or bows and arrows may be discharged on or over the Common Property.

29.2.7 No stones or other solid objects may be thrown on the Common Property.

29.2.8 No ball games are allowed against the walls.

29.2.9 No fireworks (pyrotechnics) are permitted within the Common Property or discharged onto the Common Property.

29.2.10 The following ruling will be applicable regarding sleeping maximums – except on special occasions and authorised by the Trustees in writing –

29.2.10.1 A maximum of 4 (four) persons allowed in a ONE bedroom unit;

29.2.10.2 A maximum of 6 (six) persons allowed in a TWO bedroom unit; and

29.2.10.3 A maximum of 8 (eight) persons allowed in a THREE bedroom unit

### **30. MEMBERSHIP TO CARIBBEAN BEACH CLUB HOME OWNER’S ASSOCIATION**

Royal Pavilion Body Corporate is a member of the Caribbean Beach Club Home Owner’s Association and as such all owners and occupants of sections shall be obliged to abide by and conform with all Rules or Regulations that are adopted by the Caribbean Beach Club Home Owner’s Association and are made applicable to the Body Corporate.

### **31. DIRECTIVES**

The trustees may from time to time impose Directives in connection with any Conduct Rule. The Directives may provide guidance and clarification in regard to the practical application of a Conduct Rule, but the trustees are not authorised to create a new Conduct Rules by means of their Directives.