

CONDUCT RULES

CAPSTONE GARDENS BODY CORPORATE

SCHEME NAME: SS CAPSTONE GARDENS
SCHEME NO SS

[SECTION 35(2)(b) SECTIONAL TITLES ACT 95/1986]

USE OF UNIT (A Unit comprises one or more sections, exclusive use area(s) and the right to access and use the common property)

- 1.1 No owner or occupier of a unit may, without the prior consent of the Trustees:
 - 1.1.1 use the unit for any purpose other than residential accommodation purposes;
 - 1.1.2 allow more than two adults in a one bedroom residential unit, or four adults in a two bedroom residential unit, or six adults in a three bedroom residential unit. The Trustees may in special circumstances grant prior authorization for a short duration;
 - 1.1.3 hold or permit to be held any auction or a fete in the unit or on the common property;
 - 1.1.4 paint on or affix to any wall, roof, building or structure on the property, any advertisement, name or lettering of any unsightly size, colour or character;
 - 1.1.5 erect, store or leave or allow to be erected, kept, stored or left, any articles or thing on any part of the common property;
 - 1.1.6 remove any shrub, tree or plant on or in the common property;
 - 1.1.7 erect any washing lines or hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or from any other unit, or to be exposed to view on the premises in any unsightly manner whatsoever;
 - 1.1.8 conduct any noisy, injurious or objectionable trade or business of any kind in any unit or building. Such unit or building shall at all times be kept in clean and tidy to prevent nuisance or annoyance to any other owner and/or occupier and surrounding neighbours;
 - 1.1.9 build any fires whatsoever for braai or otherwise on the common property. The Trustees may designate special areas for such purpose.

- 1.2 An owner or occupier shall not place or do anything on any part of the common property, exclusive use areas or on the balcony, stoep or patio of a unit which, in the Trustee's opinion, is aesthetically displeasing or undesirable.
- 1.3 An owner or occupier shall not deposit, throw, or allow to be deposited or thrown, on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

DAMAGE, ALTERATIONS OR ADDITONS TO A UNIT AND TO THE COMMON PROPERTY

- 2.1 An owner or occupier of a unit must not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without the prior written consent of the Trustees.
- 2.2 To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
- 2.2.1 install any locking device, safety gate, burglar bars or other safety device for the protection of a unit;
- 2.2.2 install a canopy, exterior geyser, sun panels or electronic antennae on a unit;
- 2.2.3 install a screen for privacy or other device to prevent the entry of animals, birds or insects;
- 2.2.4 install any outside geyser, solar panel, TV aerial, satellite dish, or similar device;
- 2.2.5 make any structural, decorative or other alteration or addition to a unit that is visible from the outside.
- 2.3 All internal building alterations must first be approved by the Trustees. The applicant must submit an approved plan with a refundable deposit of R5000,00 before construction may begin. The Trustees may require a bigger deposit according to the scale and nature of the work. Building work may only happen during standard working hours on normal work days between 08h00 and 17h00. No work may be done on Saturdays, Sundays and public holidays. Any deviation from these set hours is to be approved by the Trustees. All areas must be cleaned and building rubble removed each day before the builder leaves the site.
- 2.4 An owner wishing to enclose a portion or the whole of a balcony included in a unit must obtain the prior consent by way of a **Special Resolution** from the body corporate. The Trustees and the City of Cape Town shall only consider plans after this resolution has been granted. Once enclosed, the owner of the unit is liable to make contributions in terms of Section 37(1)(a) or 47(1). The weight of the vote (Participation Quota) must be adjusted in terms of Section 32(4) to reflect the new size of the section and/or exclusive use area.
- 2.5 The owner or occupier of a unit must:
- 2.5.1 replace any broken window pane **within three working days**;
- 2.5.2 line all curtains with a white or cream fabric. Blinds (except wooden blinds) must have a white or cream backing.

BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS

- 3.1 All owners and occupants must use a unit and the common property and the facilities at all times in such a manner as not to:
 - 3.1.1 cause any nuisance or discomfort to any other person. Loud music, radio, TV or electrical tools are examples thereof;
 - 3.1.2 affect the rights and interests of others.
- 3.2 Owners and occupiers are responsible for the behaviour of their guests and shall be liable for any damage caused by them. The owner or occupier concerned must at his/her cost repair any damage caused by such guests. This must be done **within 10 working days** after notice by the Trustees and to their satisfaction.
- 3.3 No person (including children) may use roller blades, skateboards, bicycle, scooters or motor bikes or similar devices in the parking area, stairwells, landings or on any common property. The Trustees may designate special areas for such use from time to time.
- 3.4 All owners and occupants must observe the rights of others to rest and sleep. Save in special or exceptional circumstances, people generally expect silence from 22h00 until 07h00, save on Fridays and Saturdays when silence after sunset is expected from 24h00.

REFUSE DISPOSAL

- 4.1 An owner or occupier of a unit must:
 - 4.1.1 maintain a hygienic and dry refuse bin (with a proper lid) within the section or exclusive use area or on such part of the common property as the Trustees may specify from time to time;
 - 4.1.2 ensure that any refuse is securely wrapped, or in the case of tins or other containers, completely drained, before it is put in the refuse bin;
 - 4.1.3 on collecting days, place the bin in the collection area before the deadline in the collection schedule;
 - 4.1.4 after the refuse has been collected, promptly return the bin to its proper place before dark;
 - 4.1.5 not leave any garbage or rubble for removal outside a unit except on the morning of a collection day. It may not be left outside overnight;
 - 4.1.6 Only household refuse may be placed in the bins: the owner must at his/her cost remove garden refuse, furniture, rubble, toxic and harmful substances and other refuse not suitable for, or permitted in, municipal waste bins..

VEHICLES

- 5.1 No owner or occupier may park any vehicle on the common property or allow any guest or family to do so without the written consent of the Trustees. The Trustees may otherwise have any vehicle parked, standing or abandoned on the common property removed, towed away or the wheels clamped at the risk and expense of its owner.
- 5.2. Owners and occupiers of units must ensure that their vehicles and the vehicles of their visitors and guests do not drip oil, grease, brake fluid or any other objectionable matter on the common property or in any other way deface the common property. If any spill occurs, cleaning up will be for the account of the owner or occupier concerned.
- 5.3 No owner or occupier will be permitted to work on, dismantle or effect major repairs to, any vehicle on the common property, in an exclusive use area and/or section. The Trustees may from time to time designate special areas where minor repairs or work on vehicles may be done.
- 5.4 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.
- 5.5 Nobody may use a hooter within the parking the complex other than in an emergency.
- 5.6 Vehicles may be parked only in areas designated by the Trustees. No vehicle may obstruct the flow of traffic or access to, and egress from, any driveway, entrance or gate.
- 5.7 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees.
- 5.8 Vehicles are parked and enter the scheme at the owner's risk and responsibility. The body corporate, its agents or employees are **not liable for any loss or damage of any nature** which the owner, or any person claiming through or under him/her, may suffer to a vehicle on the common property.
- 5.9 Motor vehicles of visitors may only be parked on visitor's parking areas. No owner and/or occupier or any member of their families may park their vehicles in such areas.
- 5.10 Owners must ensure that their visitors park in the correct place and do not cause any obstruction to any parking bays. The Trustees may have any offending vehicle towed away at the risk and at the expense of the owner of the vehicle and/or the owner of the unit.
- 5.11 Owners and their guests, tenants or occupants must observe the speed limits imposed by the Body Corporate from time to time.
- 5.12 No fire hoses may be used to wash motor vehicles or for any other purpose except an emergency. The City of Cape Town may impose a fine over and above any fine imposed by the Trustees.

6. PARKING BAYS

6.1 Parking bays are allocated according to the following table:

UNIT NO	PARKING BAY	UNIT NO	PARKING BAY
1		20	
2		21	
3		22	
4		23	
5		24	
6		25	
7		26	
8		27	
9		28	
10		29	
11		30	
12		31	
13		32	
14		33	
15		34	
16		35	
17		36	
18		37	
19		38	

6.2 Nobody may park any vehicle in front of any fire hydrant or where it may obstruct access to a service. The Trustees may have any offending vehicle towed away at the risk and at the expense of the owner of the vehicle and/or the owner of the unit concerned.

ANIMALS, REPTILES AND BIRDS

7.1 Nobody may keep any animal, reptile, bird (other than a small bird in a cage **inside a section**, or small domesticated animals, such as dogs and cats) in the building without the prior written consent of the Trustees. When granting such consent, the Trustees may impose any reasonable condition, including noise control and the maximum permitted size and weight of animals. If any such condition is breached, the Trustees may immediately withdraw the consent. All pets must have a name collar indicating the unit no and telephone number of the owner of the pet. Dogs and cats must be neutered. Pets must remain indoors.

- 7.2 Any dog outside a section or enclosed exclusive use area must be on a leash and under the control of an adult. The Trustees may have the culprit animal removed without any notice if its owner does not control it properly or if it causes noise or nuisance. It is a common problem that dogs howl when their owners are absent and the Trustees may require specific arrangements how an owner will prevent this.
- 7.3 The owner of any animal must ensure that it does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damage incurred by such animal.

LEVIES

8. Levies are due in advance on the first day of each month and are payable **within five working days**. The Trustees may charge an administrative fee for every late payment. Interest will be charged on amounts in arrears at a rate determined by the Body Corporate from time to time. Owners must pay levies per regular bank order or pre-programmed electronic transfer. If tenants fail to pay levies, the owner must pay it on demand.

INSURANCE

- 9.1 The Body Corporate is not responsible for the insurance of the contents of any particular unit. Each owner must insure his/her own possessions, except the section (that is, the building) which is insured as a whole by the Body Corporate.
- 9.2 An owner/occupier shall not do or allow anything in his unit or on the common property, which may increase the premiums payable by the body corporate on any insurance policy, or which may cause a breach or cancellation of such policy. Nobody may bring onto the premises any hazardous substances (unless properly sealed and protected) and/or any form of heavy machinery whatsoever.
- 9.3 Nobody may keep any goods on the premises which may affect any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

LETTING OF UNITS

- 10.1 All tenants and occupiers must comply with these Conduct Rules, whether or not it is mentioned in the lease agreement. The owner must ensure that all tenants and occupants are aware of the Conduct Rules.
- 10.2 The owner must obtain the prior written consent of the Trustees before any new occupants may occupy a unit or regularly enter the Scheme.

PEST CONTROL

11. Every owner must keep the unit free of cockroaches, white ants, borer and other wood destroying insects and any other household pests. The Trustees, the managing agent and their agents or employees may enter any unit from time to time for inspection and, if necessary, pest control. The owner must pay for the costs of inspection, pest control and the replacement of any infested woodwork or other damaged material in such unit.

ACTIVITIES WITHIN SCHEME

12. No hobbies or other activities may be conducted within the Scheme if they cause nuisance to other owners and/or occupiers. The Trustees may impose conditions (including fines) to resolve complaints that may arise as a result.

GENERAL

- 13.1 The Trustees or their agents shall not be liable for any injury or loss or damage claimed by anyone caused by any defect in the Scheme, or by any neglect or action by the Trustees or their agents, employees or contractors.
- 13.2 The Trustees, their representatives or employees are not liable or responsible for the receipt or the non-receipt, or delivery or non-delivery of goods, postal matter or any other property, to the Scheme or to anyone on it.
- 13.3 No firearm or pellet gun or any similar devices (such as a catapult, slingshot or bow and arrow) may be fired in the Scheme.
- 13.4 All complaints, violation of these rules, or any other problem, must be delivered in writing to the Chairman of the Body Corporate.

USE OF THE UNIT

- 14.1 A unit may only be used for residential accommodation purposes.
- 14.2 Each occupant shall have the right of reasonable use of the common areas of the Scheme, but always subject to the rights of the other occupants in the Scheme.
- 14.3 Nobody may use or permit the unit to be used for illegal or improper purposes, or in a manner which creates a disturbance to others.
- 14.4 The owner and his/her family, tenants and guests must comply with the Management and Conduct Rules and any other measures imposed by the Trustees from time to time. The owner is responsible for the conduct of his/her family, tenants and guests.

GENERAL DUTIES OF OWNER AND/OR OCCUPIER

15. The owner and/or occupier must:
 - 15.1 prevent any blockage of any sewerage or water pipes in or about the unit;
 - 15.2 maintain the interior of the unit and all common utilities, including furniture and fittings;
 - 15.3 not place any heavy article (such as a steel safe) in the unit without the prior written consent of the Trustees, who may require a certificate from a structural engineer or architect;
 - 15.4 not store or allow any goods to be stored outside the unit.

BREACH OF RULES

- 16 The Trustees or the Managing Agents must investigate any complaint or suspected breach of the Rules. In the case of such breach, the Trustees (or the Managing Agent on their behalf):
 - 16.2.1 In respect of a first complaint, **must** address a written warning to the owner of the unit.
 - 16.2.2 In respect of the second complaint, **may** impose a fine of not more than **R250** or any lesser amount, against the owner of the unit. The transgressor may then within **five business days** appeal in writing against the fine, but the finding of the Trustees, after consideration of such appeal, will be final.
 - 16.2.3 In respect of the third complaint, **may** impose a fine of not more than **R500** against the owner of the unit. The transgressor may then **within five business days** appeal in writing against the fine, but the finding of the Trustees, after consideration of such appeal, will be final. The Body Corporate may increase the maximum fine from time to time.
 - 16.3 Should the transgressor not commit a further similar offence for a period of one year, then all similar previously **recorded** transgressions shall lapse. That is, they will not be taken in account if a further complaint is received more than a year after the last previous complaint.

AMENDMENT OF RULES [SECTIONAL TITLES ACT SECTION 35 (2) (b)]

17. These Conduct Rules can be amended by a Special Resolution of Members.