



CONDUCT RULES

for the use and enjoyment of the sections and common property of

THE HARBOUR BAY BODY CORPORATE

Index

CONDUCT RULES

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APPENDIX 1: CONDITIONS APPLICABLE TO ALTERATIONS

CONDUCT RULES

1 APPLICABILITY

- 1.1 These Conduct Rules are applicable to and binding upon the trustees for the time being of the Harbour Bay Body Corporate, all registered owners, tenants or other occupiers of sections and any appointed managers and managing agents.
- 1.2 It shall be the responsibility of a registered owner to ensure compliance with these Conduct Rules by its tenant or any occupier of his section, including, his or their employees, contractors, visitors and family members.
- 1.3 A registered owner is strictly liable for payment in respect of any damages caused or penalty imposed in respect of any breach of these Conduct Rules by him or any person referred to in 1.2 above.

2 INTERPRETATION

- 2.1 In these Conduct Rules and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them –
 - 2.1.1 “**Body Corporate**” means the Harbour Bay Body Corporate created in respect of the Scheme pursuant to section 2(1) of the Sectional Titles Management Act;
 - 2.1.2 “**Conduct Rules**” means these conduct rules for the use and enjoyment of the sections and common property of the Body Corporate;
 - 2.1.3 “**Directive**” means a directive issued by the Trustees as contemplated in rule 24.1;

- 2.1.4 **“Harbour Bay Property Owners’ Association”** means the Harbour Bay Property Owners’ Association established for the purpose of promotion, advancement and protection of the communal interests of all owners, lessees, occupiers and visitors to the Land;
- 2.1.5 **“Land”** means Erf 5273 Simon’s Town, In the City of Cape Town, Cape Division, Western Cape Province, measuring approximately 2,9621 hectares in extent;
- 2.1.6 **“Owner”** means –
- 2.1.6.1 an “owner” as defined in the Sectional Titles Management Act; and
- 2.1.6.2 the tenant or occupant of a section;
- 2.1.7 **“Scheme”** means the scheme as defined in the Sectional Titles Management Act and to be known as “Harbour Bay”;
- 2.1.8 **“Sectional Titles Management Act”** means the Sectional Titles Schemes Management Act, No. 8 of 2011 as amended;
- 2.1.9 **“Trustees”** means the trustees for the time being of the Body Corporate;
- 2.1.10 words and phrases to which a meaning has been assigned in the Sectional Titles Management Act shall bear the same meaning in these Conduct Rules;
- 2.1.11 the rule headings are for convenience and shall be disregarded in construing these Conduct Rules;
- 2.1.12 the singular shall include the plural and vice versa; and
- 2.1.13 a reference to any one gender shall include the other genders; and
- 2.1.14 a reference to natural persons includes legal persons and vice versa.

- 2.2 Words and expressions defined in any sub-rule shall, for the purpose of the rule to which that sub-rule forms part and in subsequent rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-rule.
- 2.3 When any number of days is prescribed in these Conduct Rules the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.4 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.5 If any provision of these Conduct Rules is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of these Conduct Rules.
- 2.6 If any provision in a definition in these Conduct Rules is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definition rule of these Conduct Rules effect shall be given to it as if it were a substantive provision in the body of these Conduct Rules.

3 ANIMALS, REPTILES AND BIRDS

- 3.1 An Owner shall not, keep any animal, reptile or bird ("**Pets**") in a section or on the common property, unless it has obtained the written consent of the Trustees.
- 3.2 If the Trustees provide their written consent to the keeping of Pets, the relevant Owner shall comply with the following provisions:
- 3.2.1 Pets shall not be left unattended in any section or any part of the common property.

- 3.2.2 Any dog and/or cat must wear identity tags with the name and contact details of the Owner clearly visible thereon.
- 3.2.3 Owners shall ensure that their Pets do not foul the common property, urinate against buildings or vehicles, nor cause a nuisance to any other Owner or cause excessive noise.
- 3.2.4 All dogs and cats must be spayed or neutered, as the case may be, and a certificate from a practising vet shall be provided to the Trustees, as proof thereof, upon request by the Trustees.
- 3.2.5 All excrement of Pets is to be removed immediately from the common property and disposed of in an appropriate manner.
- 3.2.6 An Owner shall be liable for any damage or injury caused by his Pet to any person or part of the Common Property, exclusive use area or a section or to any items, plants or structures thereon.
- 3.3 In addition to the conditions prescribed in rule 3.2, The Trustees may prescribe such further reasonable conditions and/or Directives for the keeping of a Pet.
- 3.4 The Trustees may withdraw any approval given to an Owner in respect of the keeping of Pets in the event of any breach of any of the conditions referred to in rule 3.2 or any conditions prescribed by the Trustees from time to time. If the Trustees withdraw their consent as aforesaid, the Owner shall immediately remove the Pet from the section and common property.

4 REFUSE DISPOSAL

- 4.1 An Owner shall –
- 4.1.1 maintain, in a hygienic and dry condition, a receptacle for refuse within his section, exclusive use area or on such part of the common property as may be authorised by the Trustees, in writing;

- 4.1.2 ensure that before refuse is placed in such receptacle, it is securely wrapped in a suitably strong plastic bag;
 - 4.1.3 in the case of tins or other containers, ensure that they are completely drained before being deposited into the receptacle;
 - 4.1.4 place such receptacle within the area and at the times designated by the Trustees, from time to time, for the purpose of having the refuse collected; and
 - 4.1.5 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in 4.1.1; and
 - 4.1.6 comply with any Directives imposed by the Trustees from time to time regarding the disposal of refuse and not dispose of refuse, waste or rubbish contrary to such Directives.
- 4.2 An Owner shall not dispose of any cooking oils or fats in the kitchen sinks, drains or toilets or flush paper towels, sanitary towels and nappies down the sewerage system, it being recorded that such materials may be traced back to a particular section.

5 VEHICLES

- 5.1 An Owner shall park or stand his vehicle or permit or allow vehicles to be parked or stood on the exclusive use areas allocated to his section.
- 5.2 Areas of the Common Property demarcated as visitor parking bays shall only be used by an Owner's visitors and not the Owners.
- 5.3 No Owner shall park or stand any vehicle or permit or allow any vehicle to be parked or stood on the Common Property, without the written consent of the Trustees.
- 5.4 Owners shall not –
 - 5.4.1 drive their vehicles within the common property in any manner that creates a nuisance;

- 5.4.2 allow any unlicensed person to drive any vehicle within the common property;
- 5.4.3 be allowed to reside or sleep in a vehicle, or on any part of the common property or exclusive use area;
- 5.4.4 park or cause or allow to be parked any vehicle so as to interfere with the free flow of traffic or access to and from any section or part of the common property;
- 5.4.5 park or cause or allow to be parked any vehicle on more than one parking bay;
- 5.4.6 lease a parking bay other than to Owners of sections;
- 5.4.7 dismantle or effect repairs to any vehicle on any portion of the common property, any exclusive use area or in a section; or
- 5.4.8 not wash his vehicle or permit a vehicle from his visitors or guests to be washed on the common property, without the specific written consent of the Trustees.
- 5.5 Owners shall observe any road signs on the common property.
- 5.6 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' written consent.
- 5.7 Owners shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. The Owner shall be responsible to clean such area, at his own costs. If the Owner fails to do so, despite having received written demand by the Trustees, the Trustees may cause the area to be cleaned at the costs of the Owner.
- 5.8 The Trustees shall bear no responsibility in respect of any vehicles parked in an exclusive use area or the common property, it being recorded that

all vehicles parked in an exclusive use area or in the common property is parked at the risk of the owner of the vehicle. Neither the Trustees, nor its agents, employees nor representatives shall be liable for any damage to any vehicles parked on exclusive use areas or the common property.

- 5.9 Notwithstanding any other penalties that an Owner may become liable to pay in terms of these Conduct Rules, any vehicle parked or standing in contravention of the provisions of this rule 5 may be removed, clamped or towed at the instance of the Trustees. The Trustees shall be entitled to levy a release penalty or charge against the owner of the vehicle.
- 5.10 Owners, their visitors and guests shall only enter and exit the Scheme through areas specifically designated for this purpose.
- 5.11 The Trustees may from time to time issue further Directives in respect of this rule 5.

6 DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND ALTERATIONS TO SECTIONS

6.1 Minor Alterations

- 6.1.1 As far as minor alterations, fixtures or additions are concerned, an Owner of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property, other than exclusive use areas, without first obtaining the written consent of the Trustees.
- 6.1.2 Notwithstanding 6.1.1, an Owner may install –
 - 6.1.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
 - 6.1.2.2 any screen or other device to prevent the entry of animals or insects,

in a manner that affects the common property and its appearance provided that the Trustees have first approved the nature and design of the device and the manner of its installation.

- 6.1.3 An owner or person authorised by him or her shall not construct, attach to or affix to any part of the exterior of buildings, including stoeps and balconies, or place or construct on, or affix to any part of the common property any alterations, fixtures or additions, including but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, generators, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the Trustees, who may attach reasonable conditions to their consent.
- 6.1.4 A request for the Trustees' consent or approval contemplated in 6.1.1, 6.1.2 and 6.1.3, shall be subject to the conditions set out in **Appendix 1** and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 6.1.5 The Trustees' consent for such structures as contemplated in rule 6.1.3 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the Owner is responsible for the immediate removal of the item, at his own cost. Should an Owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after the Trustees, or the managing agent, have called upon him to do so, in writing, the Trustees may have same removed at the risk and expense of the Owner concerned, who shall have no recourse against the Body Corporate, its Trustees, employees or contractors for any damage resulting therefrom.

6.2 Structural Alterations

- 6.2.1 Any structural alteration affecting a section or the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:
- 6.2.1.1 compliance with all relevant provisions of the Sectional Titles Management Act and these Conduct Rules;
 - 6.2.1.2 obtaining the written approval of the local authority, if applicable; and
 - 6.2.1.3 obtaining the written consent of the Trustees, which may be accompanied by such conditions as the Trustees reasonably determined.
- 6.2.2 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- 6.2.3 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by Owners which, in the sole discretion of the Trustees, involves structural alterations or additions to a section, including the enclosure of balconies or stoeps, the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:
- 6.2.3.1 The application for approval shall be subject to the conditions set out in **Appendix 1** is to be completed, signed and returned to the trustees along with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
 - 6.2.3.2 The Trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The Trustees may

request that a report by a structural engineer or architect be furnished.

- 6.2.3.3 If provisional consent is given, the Owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
- 6.2.3.4 Before final approval, the Owner must canvass the comments of immediate neighbours, and submit them to the Trustees for consideration.
- 6.2.3.5 A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
- 6.2.3.6 If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- 6.2.4 Within 30 (thirty) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- 6.2.5 A deposit, as determined by the Trustees from time to time, shall be payable by the Owner, before work may commence. On completion of the alterations the managing agent shall pay the deposit back to the owner along with interest earned thereon if any. The deposit shall be paid back within 30 days after the Owner has advised the managing agent or Trustees in writing of the completion of the work.

6.3 Internal Alterations

- 6.3.1 In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a section.

6.3.2 A request to proceed shall be subject to the conditions set out in **Appendix 1**, together with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees.

6.3.3 The Trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the Owner, or inform him or her why such consent cannot be given. An Owner may not proceed with the work without such consent.

6.3.4 A deposit as determined by the Trustees from time to time, shall be payable by the Owner, before work may commence.

6.4 All Alterations

6.4.1 In respect of all work done at the instance of an Owner, the following shall apply:

6.4.1.1 The Owner shall liaise with the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises and the temporary storage of building material and machinery on the premises. The Owner shall furnish the Trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises.

6.4.1.2 The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in any guidelines issued from time to time by the Harbour Bay Property Owners' Association.

6.4.1.3 All doors, security gates, windows, window frames and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.

- 6.4.1.4 The Owner accepts responsibility, and shall be liable to the Body Corporate or any other Owner, as the case may be, for any damage caused by him or her, his or her workmen, contractors, or any other person, to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
- 6.4.1.5 The electricity supply of the Body Corporate may not be used without the specific consent, in writing of the Trustees, who may assess the costs of such usage for the account of the Owner.
- 6.4.1.6 The main water or power supply may not be disconnected and no person may get onto the roof, without the prior consent of the Trustees.
- 6.4.1.7 Any work done in pursuance of this rule must be done on weekdays during the hours 08h00 to 17h00, or during the hours 08h00 to 13h00 on Saturdays, but not at all on Sundays or proclaimed public holidays.
- 6.4.1.8 Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other Owners and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the Trustees.
- 6.4.1.9 Any deposit payable in terms of this rule, to the Trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees.

- 6.4.1.10 All charges, damages, expenses and penalties raised against the owner in terms of this rule, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit and/or add the amount to his or her levy account.
- 6.4.1.11 The Owner must ensure that his or her workmen and contractors comply with the relevant provisions of this rule.
- 6.4.1.12 In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture, or addition.
- 6.4.1.13 If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 6.4.1.14 Any alteration, improvement, fixture or addition or similar items made or installed by an owner in terms of this Rule shall be maintained by the owner concerned and his or her successor in title, in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

- 6.4.1.15 The provisions of this rule shall not apply to a minor alteration to the inside of a section where no wall is broken down. The Trustees shall have the discretion to decide what constitutes a 'structural alteration' or a 'minor alteration to the inside of the section'.
- 6.4.1.16 If an Owner (or person authorised by him or her) effects any work referred to in this rule without obtaining the Trustees' consent, or fails to comply with the imposed conditions, or to conform to the guidelines or required quality and appearance, or should an Owner in any other way contravene any sub-rule, the Trustees may request an owner to remove such structure at his or her own cost. Should an Owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body corporate or its Trustees, employees or contractors for any damage resulting therefrom.

7 APPEARANCE FROM OUTSIDE

- 7.1 The Owner shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 7.2 No items may be hung over fences, balconies, in windows or corridors or any part of the building or the common property which is visible from outside of the section.
- 7.3 An Owner shall ensure that his section is provided with adequate curtaining or blinds at all times, and in any event within 7 (seven) days of taking occupation of the section. The Trustees shall be entitled to request that an Owner replace any curtains or blinds if they determine to be

aesthetically displeasing or undesirable when viewed from the outside of the section.

- 7.4 Owners and occupiers of sections shall not erect any tent or similar structure on any part of the common property.
- 7.5 Notwithstanding rules 7.1 and 7.2 an Owner may, with the prior written consent of the Trustees, place, store, or leave any object on a part of the common property, or allow or permit it to be so placed, stored, or left.
- 7.6 The trustees may issue further Directives pertaining to the provisions of this 7.

8 SIGNS AND NOTICES

- 8.1 No Owner shall place any sign, notice, billboard or advertisement of any kind, whatsoever on any part of the common property, so as to be visible from outside the section, without the prior written consent of the Trustees and when granting such consent, the Trustees may prescribe any conditions thereto.
- 8.2 If an Owner has failed to comply with any condition imposed by the Trustees, the Trustees shall be entitled to remove any such sign, notice, billboard or advertisement, at the risk and costs of the Owner and such Owner shall have no claim against the Body Corporate or the Trustees arising from the removal of such sign, notice, billboard or advertisement.

9 LITTERING

- 9.1 An Owner shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. In particular, no material or objects may be thrown out of windows or from balconies or down an elevator shaft.
- 9.2 An owner or occupier shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.

10 LAUNDRY

An Owner shall not, without the prior written consent of the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

11 STORAGE OF INFLAMMATORY MATERIAL

- 11.1 An Owner shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate under any insurance policy held by the Body Corporate.
- 11.2 If any premium payable in respect of any policy held by the Body Corporate is increased or becomes payable by reason of an Owner not complying with the provisions of such policies or these Conduct Rules then, the Owner shall be liable for the amount of the additional premium or increase in the premium.
- 11.3 An Owner shall not make use of any open fires, whether gas or electrical, or any other braai devices to braai on their balconies or on the common property.

12 LETTING AND OCCUPANCY

- 12.1 All tenants of a section and other persons granted rights of occupancy by the registered owner of the relevant section is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 12.2 Before a tenant or occupant takes occupation of a section, the registered owner shall furnish the tenant or occupant with a copy of these Conduct Rules and Directives. Each tenant and occupant of a Unit shall be deemed to have read and understood these Conduct Rules and all Directives.

- 12.3 A registered owner shall notify the Trustees, not later than 7 (seven) days prior to the conclusion of a lease agreement or occupancy agreement in respect of a unit, and shall provide the Trustees with –
- 12.3.1 the name, identity number and contact number of the tenant or occupant;
 - 12.3.2 the duration of the lease agreement;
 - 12.3.3 the address and telephone number(s) of the registered owner; and
 - 12.3.4 confirmation that the lessee(s) and other occupiers have been given a copy of the Conduct Rules and Directives.
- 12.4 Other than with the express written consent of the Trustees, a Section may not be occupied by more than –
- 12.4.1 2 (two) persons in the case of a one bedroom section;
 - 12.4.2 3 (three) persons in the case of a two bedroom section; and
 - 12.4.3 4 (four) persons in the case of a three bedroom section.

13 ERADICATION OF PESTS

- 13.1 An Owner 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, to enter upon his 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.
- 13.2 The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.
- 13.3 An Owner shall be responsible to ensure that activities in his section or on the common property complies with all municipal health regulations and

that no damage or risk is created or allowed to the health, safety or property of other occupants, tenants, patrons, attendees of the buildings.

14 ELEVATORS

- 14.1 When using an elevator, Owners shall ensure that –
 - 14.1.1 the warning signs and notices pertaining to the usage of the elevator is adhered to;
 - 14.1.2 the maximum number of persons or the weight limit is not exceeded;
 - 14.1.3 no damage is caused to the elevator;
 - 14.1.4 the interior of the elevator is kept clean and neat;
 - 14.1.5 the Directives imposed by the Trustees from time to time are complied with; and
 - 14.1.6 the elevators may not be used to transport furniture, heavy boxes, heavy objects, building materials or rubble.
- 14.2 To enable the Trustees to arrange for the supervision of the elevator, Owners must notify the Trustees of the dates and times when they intend to move out of or into a section.
- 14.3 No children under the age of 12 may use the elevator without adult supervision.

15 NOISE AND NUISANCE

- 15.1 Owners shall ensure that their activities in and use of the Section and common property or any part thereof and all services, facilities and amenities available on the common property, including the activities of their employees, visitors, contractors or representatives, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration of the remaining occupants of the buildings and in accordance with these Conduct Rules, and of the provisions of the Sectional Titles Management Act.

- 15.2 An Owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner, visitor or attendee of the building.
- 15.3 The Owner shall not use any radio, television sets, recording equipment, sound equipment, or any other apparatus emitting sound or play any musical instruments to the extent that it causes any disturbance to any other Owner or any other visitor or attendee of the building. All radio, television sets, recording equipment, sound equipment, or any other apparatus emitting sound, including musical instruments shall be kept at audio levels which are reasonable in the discretion of the Trustees. Owners shall maintain quietness, particularly on Sundays and weekdays between the hours of 22h00 and 07h00 and on weekdays between the hours of 23h00 and 07h00 on Saturdays.
- 15.4 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 15.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 15.6 No firearms or pellet guns may be discharged in a section or any part of the common property, except under circumstances as would reasonably justify the use of a firearm for self-defence and related purposes.
- 15.7 All complaints with regard to the behaviour of any occupant visitor, attendee, employees or representative shall be directed by the Trustees to the relevant Owner.

16 USAGE OF COMMON PROPERTY, SECTIONS AND EXCLUSIVE USE AREAS AND RELATED MATTERS

- 16.1 No business or trade may be conducted in the sections, exclusive use areas or on the common property, without the prior written consent of the Trustees.
- 16.2 An Owner shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances, without the prior consent of the Trustees.
- 16.3 The common property may only be used for the purpose for which it is intended and for no other purpose.
- 16.4 An Owner shall be responsible for adequate supervision of his or her children, or children of their visitors, and shall ensure that no nuisance is caused or common property damaged and in particular children may not play games in passages, walkways and parking areas.
- 16.5 No unsupervised children are to use bicycles, skateboards, roller skates, roller blades, 'quad-bikes', carts, 'scooters' or 'motorbikes' on the common property.
- 16.6 The throwing of stones or other solid objects on the common property is prohibited.
- 16.7 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner shall be responsible for the costs of such repair.
- 16.8 The Body Corporate or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

17 SAFETY, SECURITY AND RISK

- 17.1 Owners must at all times ensure that the security and safety of other occupants and their property are preserved, and in particular, must –

- 17.1.1 handle their access controls responsibly and must report any loss of any access control to the Trustees; and
- 17.1.2 comply with all security measures and Directives imposed by the Trustees from time to time;
- 17.1.3 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Trustees.
- 17.2 Fire safety equipment is only to be used in cases of emergencies for extinguishing fires or in a fire practice drill organised by the Trustees.

18 EMPLOYEES

- 18.1 Owners may not request Body Corporate employees to perform any tasks for them during working hours.
- 18.2 Owners may not interfere with Body Corporate employees in the performance of their duties as allocated to them by the Trustees, but must give full co-operation to such employees for the purpose of performance of their duties.
- 18.3 Owners are responsible for the conduct of their own employees on the common property and shall ensure that they –
 - 18.3.1 do not loiter on the common property;
 - 18.3.2 do not cause nuisance on the common property; and
 - 18.3.3 comply with these Conduct Rules and any Directives.

19 HARBOUR BAY PROPERTY OWNERS' ASSOCIATION

It is recorded that the registered owner of the section shall be a member of the Harbour Bay Property Owners' Association. The registered owner shall comply and shall be responsible to ensure that its tenants, visitors, occupants, guests and employees comply with the applicable provisions of the constitution of the Harbour Bay Property Owners' Association and all guidelines and directives issued by the trustees of the Harbour Bay Property Owners' Association.

20 INDEMNITY

The Owner hereby indemnifies and holds the Body Corporate its Trustees, employees, agents, representatives and contractors harmless against any injury, damage, claim, demand, cause of action, liability, loss and expense arising whatsoever and howsoever from any breach by the Owner, its visitors, guests, employees, representatives, contractors or agents of these Conduct Rules.

21 PENALTIES

- 21.1 If an Owner breaches the provisions of these Conduct Rules, the Trustees may furnish the Owner with a written notice setting out the particular breach and calling upon the Owner to remedy such breach. Such written notice shall further indicate that, if the Owner fails to remedy the breach of the Conduct Rules, the Trustees may impose a fine on the Owner.
- 21.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 21.3 The Trustees shall send a written notice of the meeting to the Owner that breached these Conduct Rules ("**the Defaulting Owner**") who shall be invited to attend the meeting. Such notice shall be sent to the Defaulting Owner not later than 14 (fourteen) days before the meeting is held. At the meeting the Defaulting Owner must be given the opportunity to present his or her own case to the Trustees.
- 21.4 After the Defaulting Owner has been given the opportunity to present his case, the Trustees may by way of an ordinary majority vote determine whether the Defaulting Owner is guilty of the alleged offence and, if so, impose an initial penalty for the first offence and a subsequent penalty for every similar offence thereafter.
- 21.5 Should the Defaulting Owner not attend the meeting without providing a reasonable request for postponement, the Trustees, in their sole

discretion, may continue with the meeting and impose a fine in the Owner's absence.

- 21.6 Any fine imposed by the Trustees may, if it is not paid within 14 (fourteen) days after the Defaulting Owner, has been notified of the imposition of the fine, be added to the contribution which the relevant registered owner is obliged to pay Sectional Titles Schemes Management Act and claimed by the Trustees as part of the monthly instalments payable by the registered owner.
- 21.7 The Body Corporate may determine the amounts of the initial and subsequent penalties at the meeting wherein this rule is adopted. Notwithstanding the aforementioned the Body Corporate may, at any general meeting, from time to time, determine the amount of the initial and subsequent penalties.
- 21.8 The imposition of a fine on any owner does not affect the right of the Body Corporate to obtain an appropriate court order or arbitration award and the Trustees may elect, on behalf of the body corporate, to impose any one or more options.
- 21.9 Notwithstanding the provisions of this rule the Trustees shall have the power and be entitled to appoint an attorney to act on their behalf.

22 COMPLAINTS

- 22.1 All complaints are to be submitted in writing to the managing agent (if one has been appointed) or the Trustees (if no managing agent has been appointed), who shall investigate the matter and notify the Owner, in writing, of the outcome thereof.
- 22.2 The Trustees may issue Directives, from time to time, as to where complaints may be sent or delivered.

23 GENERAL

- 23.1 Any conduct or omission by a visitors, guests, employees, representatives, contractors or agents of the Owner or any other person present in the building at the instance of the Owner shall be attributed to the Owner.
- 23.2 Similarly, any conduct or omission by a tenant or occupant of a dection shall be attributed to the registered owner of that Section, at the instance of the Trustees. Notwithstanding anything contained in these Conduct Rules, it shall be the responsibility of the registered owner of a Section to ensure that its tenants and occupants comply with the provisions of these Conduct Rules
- 23.3 No indulgence in respect of these Conduct Rules shall constitute a waiver or consent or prevent the Trustees from enforcing these Conduct Rules.

24 DIRECTIVE AND GUIDELINES

- 24.1 The Trustees may from time to time issue directives in respect of any rule set out herein, provided that such directive is not inconsistent with these Conduct Rules.
- 24.2 The directives issued by the Trustees shall provide direction as to the practical application of the Conduct Rules and are not intended to create further Conduct Rules.
- 24.3 The Trustees may from time to time prepare and review guidelines to control all aspects of the design and appearance of the building and structures forming part of the scheme. The Directives may contain specification and sketch plans as to the nature, design, material, colour and manner of installation required to ensure uniformity of construction of structures.
- 24.4 The guidelines and directives issued by the Trustees as aforesaid shall be binding on the Owners.

CONDITIONS OF APPROVAL FOR ALTERATIONS TO SECTIONS AND COMMON PROPERTY

The Conditions set out herein are made in the interests of all Owners and it is the function of the Trustees to ensure that these conditions are adhered to.

1. An Owner shall not do anything to his section or the common property which is likely to impair the stability of the building or the amenity of other sections and/or the common property.
2. The procedure for obtaining approval for undertaking building work is as follows:
 - 2.1. An application with sketch drawings (both plan(s) and elevation(s)) of the proposed building works, must be submitted by the Owner (**“the Applicant”**) to the Trustees. The cost of preparing such plans shall be borne by the Applicant.
 - 2.2. Thereafter, it is the responsibility of the Applicant to ensure that professionally prepared plans, which may not deviate from the sketches referred to in above) are duly approved by the relevant local authority.
 - 2.3. Copies of the plans, as approved by the local authority, must be submitted to the Trustees or alternatively the Trustees must be supplied with evidence satisfactory to them that such approval is not required prior to the commencement of the said building works.

- 2.4. If the Trustees reasonably consider it necessary, they shall be entitled, at the cost of the Applicant to seek the advice of an architect (or land surveyor or other professional person) as to the acceptability of the proposals.
- 2.5. The applicant shall be responsible for all costs that have to be incurred, should the Trustees be required to appoint a land surveyor to amend the Sectional Plans and a conveyancer to attend to the registration of such an amendment.
3. The following conditions shall apply with respect to the building works:
- 3.1. Confirmation that the work may proceed will be conveyed to the Applicant by the managing agent with whom a date for the commencement of the work shall be arranged. The managing agent will supply information regarding access by the contractor's workmen and the maintenance of security within the section, building or scheme.
- 3.2. No work may be started until approval has been conveyed by the managing agent and any deposit payable by the Applicant, as determined by the Trustees, has been paid. Should any work commence prior to this approval, the Trustees shall have the right to institute necessary legal action to cease the same and recover the costs of such action from the Applicant.
- 3.3. The Applicant accepts responsibility for any damage which may be caused by him or his contractor(s) to common property or to other sections and indemnifies other Owners against such damage. The applicant is required to submit necessary proof to the managing agent that contractor's "all risk" insurance has been placed prior to commencement of work.

- 3.4. The Applicant shall be responsible for the payment of all additional insurance premiums which may be necessary to place additional cover with regard to the building works. This includes damage to the moveable contents of adjoining sections which damage can be directly attributed to the effects of the works being carried out.
- 3.5. Work will only be permitted on the terms stipulated by the trustees.
- 3.6. The conditions that apply are –
- 3.6.1. Demolition work shall be completed within one working week (5 days) of commencement date, and the entire works shall be completed within 2 calendar months. Should additional time be required, application to this effect should be made to the trustees for consideration.
- 3.6.2. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise producing activities may be carried out in such a manner as to cause a disturbance to other Owners.
- 3.6.3. Jackhammers may only be used during demolition work where no other method is possible and only operated after hours. Only one jackhammer may be used at any given time.
4. Proper supervision, particularly during the demolition stage is essential. Furthermore, the Applicant or his representative must be available at all times during the works, should it be necessary for the managing agent or the Trustees to make contact in the event of an emergency or any problem experienced. In the interest of all parties concerned, the

Applicant shall provide the managing agent with a key for access to the section so that any damage as a result of works could possibly be minimized.

5. Any work necessitating a deviation of the building's electricity or water supplies requires detailed drawings to be submitted to the managing agent.
6. Body Corporate's electricity and water (i.e. common area plugs and taps) are not to be used, except with the written permission of the Trustees, in which case a charge will be assessed for the electricity or water consumed for the account of the Applicant.
7. The Applicant indemnifies the Body Corporate in respect of any damage caused to common property, either inside or outside the buildings and will pay the cost of repairing and restoring the damage caused during the course of carrying out building works. The applicant shall be responsible for the payment of all additional insurance premiums that shall be due resulting from building works.
8. All air vents in the section must be sealed for the duration of the alterations and renovations so as to prevent dust from entering other sections.
9. Rubble must be dumped at the place designated by the managing agent and be removed within 24 hours. Failure to comply will result in the managing agent contracting to have the rubble removed at the Applicant's cost.
10. Contractors must clean up common property each afternoon before leaving the site. If this is not done, it is understood that the building's cleaners will do so at overtime rates, at the Applicant's expense.

11. Any construction and/or paintwork as seen from the outside must match up with the rest of the building.
12. All doors and windows to be installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building(s).
13. A deposit of 5% (five percent) of the cost of the building works, subject to a minimum of R5 000.00, shall be paid before work commences, from which the costs of rectifying any damage to common property as well as any other charges accruing against the applicant will be deducted. The trustees shall have the right to amend the amount of the deposit at their sole discretion, taking into account the nature and extent of works to be conducted.
14. The amount will be deposited in an interest bearing account with interest for the applicant's account. Cheques must be made out and sent to the managing agent(s) or a bank guarantee may be furnished to the managing agent(s).
15. Any and all charges, expenses and costs accruing against the applicant arising from the matters contained in the foregoing conditions are payable on demand and as stated in rule 16, will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficiency must be paid on demand.
16. Any balance of the deposit remaining will be repaid to the Owner after all charges have been deducted from the initial deposit and accrued interest.
17. It is the responsibility of the applicant to ensure that their contractor(s) and workmen comply herewith. The applicant shall ensure that their

contractor(s) and workmen are identified at all times and have obtained the necessary security clearance to access the building on a daily basis.

18. Owners are hereby advised that the managing agent(s) of the scheme have been authorised by the Trustees to act on their behalf in ensuring that the work undertaken conforms to that approved by the trustees and that all contractors abide by all the aforementioned conditions.

Thus stated, the above conditions are to be accepted by the applicant as part of its application to undertake alterations and/or renovations to his section.