

# **Clavadel River Lodge**

## **Body Corporate**

**Conduct rules applicable to all  
owners, tenants and visitors.**

## **DEFINITIONS**

### **GENERAL**

Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the other.

The clause headings have been inserted for reference purposes only and shall not be taken into account in any interpretation.

Words defined in the SECTIONAL TITLES ACT 95 OF 1986 shall unless specifically defined in terms hereof, bear the meaning designed to them in the legislation in which they are so defined.

### **“THE SECTIONAL TITLES ACT 95 OF 1986”**

The SECTIONAL TITLES ACT 95 OF 1986 as amended as well as all regulations thereunder.

### **“THE BODY CORPORATE”**

The Body corporate as contemplated in the SECTIONAL TITLES ACT 95 OF 1986.

### **“EXCLUSIVE USE AREAS”**

Those portions of the common property, which are shown on the plans as being intended for the exclusive use of the owner of that unit. That is enclosed gardens on the ground floor units as well as allocated parking bays.

### **“SECTIONS”**

The unit as registered

### **“COMMON PROPERTY”**

The common property as shown on the SECTIONAL TITLES Plans.

### **“OWNERS”**

The registered owners of the units who are also responsible for their families, servants, visitors, tenants, residents, etc. that may be in the complex.

### **“BOARD OF TRUSTEES”**

The trustees as contemplated in the Sectional Titles Act.

### **“CARETAKER”**

Shall include a caretaker, superintendent or any person appointed by the Trustees to implement supervision and control of the complex.

## **“MANAGING AGENT”**

The Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body corporate.

## **“COMPLEX”**

Includes the building known as CLAVADEL RIVER LODGE BODY CORPORATE, as well as all common property.

## **CONDUCT RULES**

### **1. CO-OPERATION**

1.1 Good Neighbourliness

1.2 Whether you are an owner or a tenant, you remain a member of our community and have a responsibility towards your neighbours, the buildings and the equipment of the complex. Therefore you are asked to CO-OPERATE AT ALL TIMES AND TO PROMOTE GOOD NEIGHBOURLINESS.

### **2. ANIMALS, REPTILES AND BIRDS**

2.1 An owner or occupier of a section shall not, without the consent of the Trustees, which approval may not unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.

2.2 Pets Register – All pets to be registered with the Body corporate whose approval must be obtained prior to pets entering the property.

2.3 When granting such approval, the Trustees may prescribe any reasonably condition.

2.4 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 2.1.

2.5 Owners or occupiers are personally responsible for the cleaning up of any mess made by their animals in any area of the complex, including the garden.

2.6 If any pets cause any nuisance to the tenants, the owner or occupier will receive three written warnings, after which the owner or occupier will be requested to make alternative arrangements for his animal within one month of the final written warning.

2.7 Unaccompanied pets are not allowed on the common areas. Pets are to be on a lead at all times.

### **3. APPEARANCE FROM OUTSIDE**

3.1 The owner or occupier of a unit used for residential purposes 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 unit.

3.2 No protruding air-conditioners, radio/television aerials or antennas may be installed without prior written permission of the Board of Trustees.

3.3 No awnings to be installed either of a temporary or permanent nature without prior approval of your Board of Trustees.

### **4. BUSINESS PRACTICES**

4.1 No owner or occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or unit, so as to be visible from outside the unit, without written consent of the Trustees first having been obtained as regulated by the Municipal by-laws.

4.2 No owner or occupier of a unit may run any business whatsoever for profit or otherwise without the written consent of the Trustees. This is in terms of the Municipal by-laws.

4.2 No auction, jumble sale may be held in or on the property without prior consent from the Trustees.

4.4 Hawkers will not be allowed at any time.

### **5. BALCONIES**

5.1 Washing MAY NOT be hung over balconies or in windows or on any part of the property visible to other units or from outside the property.

5.2 No object may be visible or protrude from the building.

5.3 Cleaning of balconies to be done by mop or squeegee so as to prevent excess chemicals and water overflow onto units below.

5.4 No object or refuse of any nature to be thrown down from the balconies.

### **6. CHILDREN**

6.1 Children are subject to the Conduct Rules in the same way as adults.

6.2 Children may not play in the walkways, parking areas, driveways and guardhouse at any time.

6.3 Residents must supervise and control their children and their visitor's children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with post boxes, name plates, plants, climb on walls, fixtures and fittings or play with the taps on the common property.

6.4 Parents will, at all times be held responsible for the act of their children and their visitor's children.

6.5 Please note the **swimming pool** and braai areas are reserved for residents only. Children under the age of 12 must be accompanied in the swimming pool area by an adult.

## **7. COMMON GARDENS**

7.1 Shrubs and trees may not be cut down but they may, by arrangement with the Trustees, be cut or trimmed.

7.2 Flowers in the common property gardens may not be picked.

7.3 Residents may not plant anything on the common property. All gardening will be done on the instructions of the Trustees. Offers of plants, seeds and assistance with caring for our gardens will be much appreciated.

## **8. CONTRAVENTION OF LAWS AND RULES**

8.1 If, as a result of a breach by an owner of these Rules or any other obligation to the owner, the Body corporate or the Trustees instructs an Attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an Attorney and Client scale incurred by the Body corporate or the Trustees as a result thereof.

8.2 Residents shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the complex or the carrying on of business in the complex or the conditions of title applicable to his/her unit or any other unit.

## **9. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

9.1 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property, without first obtaining the written consent of the Trustees.

9.2 Notwithstanding sub-rule 9.1, an owner or occupier or person authorised by him may install:

- a) Any locking device, safety gate, burglar bars or other safety device for the protection of his unit which must comply with the approved standards; or
- b) Any screen or other device to prevent the entry of animals or insects;

providing that the Trustees have first approved in writing, the nature and design of the device and the manner of its installation. These must fit into the approved colour and design of our property and may not detract from the overall character.

9.3 Dragging of furniture in the walkways, stairs and along other surfaces of the common property causes extensive damage. Items must be either carried or move on a suitable conveyance.

9.4 Parking Bay areas must be kept neat and clean. The Trustees must immediately be notified of sightings of vermin and/or insects/pests, as well as weeds through the paving.

9.5 No Parking Bays may be enclosed with any material whatsoever. No articles may be stored in the parking bay area.

## **10 DOMESTIC EMPLOYEES**

10.1 All domestic employees to be registered with names and ID numbers with the Trustees.

10.2 All domestic employees to comply with the Conduct Rules.

10.3 Domestic employees are not allowed to loiter on common property.

10.4 Residents must ensure that their domestic employees are not unduly rowdy at any time.

10.5 The Board of Trustees reserves the right to take steps to refuse access of any domestic employees of a resident to the complex.

## **11. DUTY OF UNIT OWNERS**

11.1 Owners or occupiers are requested to advise the Trustees whether first mortgage bonds exists and if so, the name of the Financial Institution/Company which holds the bond.

11.2 Each owner or occupier is to advise the Trustees of any changes in the ownership/occupancy of his unit, the effective date of changes, and to supply copies of the SECTIONAL TITLES ACT 95 of 1986, and of the Conduct Rules, and any other documentation reasonably required by the new tenant of a unit.

11.3 Owners or occupiers are requested to ensure that no narcotic/hallucinatory drugs are stored on (temporarily or otherwise), indulged in or sold on the premises, and that the consumption of alcohol is kept as a purely social level and is not sold on the premises.

11.4 Owners or occupiers are required to pay their monthly levies timeously, failing which interest (which rate shall vary from time to time), shall be charged. Should the monthly levy be outstanding by two months or more, the Managing Agents will be instructed to implement legal proceedings at the expense of the owner or occupier.

11.5 Levies are due on the 1<sup>st</sup> of the month.

11.6 All owners of units and other persons granted rights of occupancy by an owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.

## **12. ERADICATION OF PESTS**

12.1 An owner or occupier shall keep his unit 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 unit from time to time for the

purpose of inspecting the unit and taking such action as may be reasonably required to eradicate the pests.

12.2 The cost of the inspection, eradicating any such pests as may be found within the unit, which may be damaged by any such pests shall be borne by the owner or occupier of the unit concerned.

### **13. EXCLUSIVE USE AREAS**

13.1 No sheds, zozo huts, jungle gyms, boats, caravans, vehicle relics to be erected or stored any time except by arrangement.

13.2 Exclusive use areas to be kept in a tidy and hygienic condition at all times.

### **14. FIRE PROTECTION**

14.1 Electricity Supply. Under no circumstance may residents tamper with or have work done on the electrical apparatus which serves as the common property. Any electrical faults detected on the common property must be reported to the Trustees.

14.2 Electrical and Gas Apparatus in Units e.g. Fans, Heaters, Stoves, Kettles, Lights, etc. These items and other household appliances must be checked regularly and maintained by the owner/resident and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible if not in use. All plumbing and electrical work shall only be effected by qualified and where applicable, licensed or registered workmen.

14.3 Open Fires/Braais. These are prohibited in units that do not have exclusive use gardens as well as common property, except where facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children. It is strictly prohibited to throw cigarette stubs out of windows or over balconies, this could start a fire. All inflammable liquids must be kept in a safe place. Refer to rule 26.

14.4 Fire extinguishers. Owners/residents are NOT covered for contents in their units by the insurance policy taken out on the building, and are therefore advised to take out suitable insurance cover. Fire hoses may only be used in cases of emergency.

### **15. INTERIOR OF UNITS**

15.1 No structural alterations may be made to the interior of units without the prior consent of the Trustees.

15.2 An owner/resident may not affect any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his unit, save with the prior written consent of the Trustees under signature of the Chairman and then only on the terms and conditions contained in such consent.

## **16. LAUNDRY**

16.1 An owner or occupier of a unit shall not, without the consent in writing of the Trustees, erect 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 the outside of the building or from any other unit.

16.2 The use of the common Laundromat shall be in terms of the Trustees instructions and the premise must be kept in a clean and hygienic condition. Mechanical problems must be reported immediately.

## **17. LITTERING**

17.1 An owner or occupier of a unit 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.

## **18. LOSS, DAMAGE OR INJURY**

18.1 The Body corporate, their staff or agents are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any unit owner or occupier and/or their tenants and/or their staff and/or visitors.

## **19. OWNER'S LEASING FLATS**

19.1 Letting of flats. Should any owner who is lawfully able to do so, wish to let or lease his unit or allow any change in the occupation thereof, he shall prior to doing so be obliged as a condition precedent thereto, advise the Managing Agent of his intention to lease the flat. The owner remains responsible for the payment of levies in advance.

19.2 An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons:

One Bedroom Unit - 2 (two)

Two Bedroom Unit - 4 (four)

Three Bedroom Unit - 6 (six)

19.3 Clauses for Leases. The following Clause to be included in all leases:

**“It is recorded that the premises are part of a unit of a SECTIONAL TITLES Scheme and that the buildings and land are controlled, managed and administered subject to the provisions of the SECTIONAL TITLES ACT 95 OF 1986, by means of rules for the control, management, administration, use and enjoyment of units and the common property. It is accordingly agreed that:**

**(i) Notwithstanding the provisions of Clauses of the lease, the premises shall mean the unit consisting of unit no. (corresponding to unit no. ) and its share in the**

**common property as shown and more fully described on a unit plan no. in the Body corporate known as CLAVADEL RIVER LODGE BODY CORPORATE.**

**(ii) Without prejudice to the provisions of the lease, the Lessees right and use and enjoyment of the premises are subject to the provisions of the SECTIONAL TITLES ACT 95 OF 1986, as amended, the regulations promulgated thereunder, and these Conduct Rules, and any breach thereof shall be a breach of Lease.”**

**(iii) Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.**

19.4 The Managing Agents and Body corporate must be advised of whom the Lessee is as well as the names of the persons living on a permanent basis in the unit.

19.5 In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor shall upon written request by the Trustees instruct the Lessee to vacate the said unit and complex within 30 (thirty) days.

19.6 In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.

## **20. PATHS, DRIVEWAYS AND PASSAGES**

20.1 It is not permitted to ride bicycles, roller skates or skate-boards, or play games of whatsoever nature on the paths or on the driveways.

20.2 Nor may they be left on any part of the common property. Paths must at all times be kept clear. These areas shall not be used by the residents or their guests for playing ball or any other games, or for picnics or “braaivleis” etc.

## **21. POOL/BRAAI AREA**

21.1 This area is restricted to residents and their visitors only.

21.2 Children under the age of 12 must be accompanied by an adult at all times.

21.3 No radios, music, disco or noise of any nature are permitted at any time of the day or night.

21.4 No animals are allowed in the pool area.

21.5 The Trustees will not be held responsible for any damage, loss or injury of any nature whatsoever and all users of the pool and pool area do so entirely at their own risk.

21.6 Owners/residents/visitors may not tamper with/remove or in any manner interfere with the pool equipment/chemicals at any time. This remains the responsibility of the Trustees. (This includes automatic pool cleaning equipment, filter, vacuum pump, pipes, lights and chemicals).

21.7 The Trustees withhold the right to access of the pool/braai area should any of the above-mentioned rules be circumvented.

### **THIS IS FOR THE BENEFIT OF EVERY OWNER/RESIDENT**

## **22. RADIO AND NOISE LEVELS**

22.1 Radio's hi-fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbances or annoyances to any owner or occupier, and shall be kept to a minimum level.

22.2 The noise level of parties must not cause any disturbance to the owners/occupiers and if any complaint is received, the level of noise must be reduced to an acceptable level.

22.3 Owners or occupiers and their visitors are requested to keep the noise levels down to a minimum when using the stairs, parking, pathways and pool areas.

22.4 Hooting is not permitted on the common property.

22.5 Parties and excess noise to end strictly at 22h00 in the week and at 24h00 on week-ends.

## **23 REFUSE DISPOSAL**

23.1 An owner or occupier of a unit shall:

a) Maintain in a hygienic and dry condition, a receptacle for refuse within his unit or his exclusive use area or on such part of the common property.

b) Each owner or occupier to place their own refuse bag in the Refuse Area in the bins provided.

c) Ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained. Cardboard boxes are to be flattened and placed in the refuse area.

d) Persons leaving rubbish on any part of the common property or public sections surrounding the property are liable to prosecution, and such offenders must be reported immediately to the Trustees.

## **24. SECURITY**

24.1 Residents are obliged to co-operate with any request and abide by any rules as laid down by the Trustees in regard to security at the complex.

24.2 No person shall be permitted to enter the complex without first identifying themselves via the intercom system.

24.3 All residents must acquaint their servants and children with all security rules.

## **25. SEWERS AND WASTE PIPES**

25.1 Any blockage in sewers and waste pipes which serve one unit only i.e. within a unit or between a unit and pipes which serves other units is the responsibility of the owner of the unit concerned and cost of clearing the blockage will be for the account of such owner. Foreign objects such as nappies, newspapers, sanitary towels, toys, etc. should not be flushed down toilets.

25.2 With regard to the above, the Board of Trustees may, if deemed fit, penalise them if the above are not complied with.

## **26. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

26.1 An owner or occupier shall not store any material, or permit or allow to be done, any other dangerous acts in the building or on the common property which will or may increase the rate of the premium payable by the Body corporate on any insurance policy.

26.2 Fireworks are totally prohibited from both exclusive/common property areas.

## **27. VEHICLES**

27.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, except in demarcated parking bays.

27.2 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' consent.

27.3 Owners and occupiers of units shall ensure that their vehicles, and vehicles of their visitors or guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.

27.4 No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle on any portion of the common property, or exclusive area of the unit. Garages should be closed after use.

27.5 Car washing – hoses are not permitted. Buckets may be used in the parking bays.

27.6 Parking is subject to the express condition that vehicles are parked at the parker's risk and responsibility.

27.7 No vehicles should be parked on the driveways outside or inside the complex, or on the pavement, so as to block entrances or passages to either motor vehicles or pedestrians.

27.8 Vehicles may not be parked over areas demarcated by yellow lines or in front of the fire hydrants. These vehicles will be towed away at the owner's cost.

27.9 A speed limit of 10km per hour will be strictly applied within the perimeter of CLAVADEL RIVER LODGE BODY CORPORATE. Vehicles must leave or enter as quickly as possible.

27.10 Visitors must find parking outside the complex if there are no vacant visitors parking bays available.

## **28. INDEMNITY**

The Body corporate and/or the Agents shall not be liable to any unit owner or tenant for any injury or damage of any description which the unit owner or tenant and/or member of the unit owner or tenant's family, or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically to his or her property, directly or indirectly, in or about the common property or individual units or in or about the parking bays or storerooms or in or about any part of the complex and/or grounds in which the common property or individual units are situated, by reason of any defects in the common property or individual units, or any appliances whatsoever in the complex or grounds in which the common property or individual units are situated or for any act done or any neglect on the part of the Body corporate or any of the Body corporate's employees, servants or agents. The Body corporate or the Agent's representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt of the non-receipt and delivery or non-delivery goods, postal matters or other correspondence.

## **29. SERVICES**

29.1 Staff members employed by the Body corporate are not available for the owner's personal work during normal working hours. Instructions to the staff are only to be given by the Trustees.

29.2 The Body corporate is not responsible for any damage incurred by the staff of whatever nature that may be caused to members' units, or personal effects.

## **30. PROPRIETARY RIGHT TO CONDUCT RULES**

These rules remain the property of the Body corporate and must remain in the unit when vacated.

**BY ORDER OF THE TRUSTEES AND MANAGING AGENT**