

CASCADES TERRACES BODY CORPORATE CONDUCT RULES

1. USE OF SECTION AND COMMON PROPERTY

1.1 No Owner or occupier of a section may, without the prior consent of the Trustees:

1.1.1. use the section for any purpose other than residential purposes;

1.1.2. allow more than two people in a one bedroomed residential unit or three adults in a two bedroomed residential unit, or alternatively two adults and two children in a two bedroomed residential unit, or two adults and four children in a three bedroomed unit or alternatively four adults in a three bedroomed unit (excepting in special circumstances for a short duration with authorisation from the Trustees).

1.1.3. hold or permit to be held any auction or a fete on the section or on the common property;

1.1.4. that no advertisement, name or lettering of any unsightly size, colour or character shall be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property;

1.1.5. erect, store or leave or allow to be erected, kept, stored or left any article 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 his own washing lines nor 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 section nor be exposed to view on the premises in any unsightly manner whatsoever;

1.1.8. that no noisy, injurious or objectionable trade or business of any kind shall be carried on in any such dwelling, house or building and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any Owner and/or occupier and surrounding neighbours.

1.1.9. build any fires for braaing purposes of any sort in the section, exclusive use area or on the common property, save for **Lava Rock Gas Braai's, the height of which may not protrude above the balustrade – colour to be either black, charcoal or grey and to be covered when not in use;**

1.1.10. drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs. Any Owner and/or occupier desiring such drilling operation shall be liable for the cost of a Structural Engineer's report, confirming that such drilling operation does not interfere with the structural reinforcement drill.

1.2. An Owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from the outside of the building.

1.3. An Owner or occupier shall not deposit, throw or permit or allow be depositing or throwing on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY

- 2.1. An owner or occupier 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 without first obtaining 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 any other safety devices for the protection of a section;
 - 2.2.2. install a canopy on a section.
 - 2.2.3. install a screen or other device to prevent the entry of animals, insects, etc.;
 - 2.2.4. install any outside TV aerial, satellite dish, etc.;
 - 2.2.5. make any structural, decorative or alteration or addition to a section externally or internally to the extent that it can be seen externally.
- 2.3. All internal building alterations are to be approved by the Trustees. An approved plan with a R 5 000,00 refundable deposit or such greater amount as the Trustees may decide, is to be submitted prior to commencement of construction. Building operations are to be conducted during standard working hours, which are Monday – Friday between 08h00 – 17h00. Any deviation from these set hours is to be approved by the Trustees. All building rubble and cleaning areas to be done daily and for the Owner's account.
- 2.4. An owner wishing to add external fixtures to his Section or enclose a portion or the whole of his/her balcony and include same within his/her section shall first obtain the consent for such enclosure and/or addition by way of a resolution from the Trustees of the Body Corporate, who in turn shall be guided by a set of specifications for such enclosures and /or exterior fixtures approved by the Members of the Body Corporate in a General Meeting and if granted, shall thereafter submit plans and obtain approval from the controlling authority. Once enclosed, it is the liability of the Owner of the section to make contributions in terms of Section 37(1)(a) or 47(1) or any reduced value having been attached to his/her vote and as calculated in terms of Section 32(4) should be adjusted in order to eliminate any reduction attributed to such balcony.
- 2.5. Owner or occupier of a section shall ensure:
 - 2.5.1. Any broken window pane is replaced within 3 days of breaking from whatsoever cause;
 - 2.5.2. That all curtains are to be lined with a white or cream fabric. All blinds are to have a white, cream or charcoal backing.

3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, ETC.

- 3.1 All Owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:
 - 3.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other Owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
 - 3.1.2 detrimentally affect the rights and interests of other Owners or occupiers.

3.2 Owners and occupiers shall be responsible for the behaviour of their children, guests and domestic servants and shall furthermore be liable for any damage caused by them. Any damage caused by such children, guests or domestic servants shall be repaired at the cost of the Owner or occupier concerned, within 14 days of notice by the Trustees and to the satisfaction of the Trustees.

3.3 No children are permitted to play in the parking area, stairwells & landings or any common property.

3.4 No access discs or remotes shall be given to domestic servants by Owners and/or occupiers.

4 REFUSE DISPOSAL

4.1 An Owner or occupier of a section shall:

4.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his section, his 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 refuse is placed in the receptacle provided in the refuse room.

4.1.3 no refuse and may be left outside the property at any time.

5. VEHICLES

5.1. 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 without written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the building at the risk and expense of the Owner of the vehicle parked, standing or abandoned on the common property as parked without the Trustees written consent.

5.2. Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the Owner or occupier concerned.

5.3. No Owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or section. Any minor repairs to and reconditioning of vehicles on the common property are not permitted.

5.4. No washing of vehicles will be allowed on the common property.

5.5. Hooters shall not be sounded within the Sectional Title Scheme other than in emergencies.

5.6. Vehicles may be parked only on such areas of the scheme as are specially indicated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and from driveways are not obstructed.

5.7. Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the Trustees.

5.8. No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees;

5.9. Vehicles parking or entering the scheme are subject to the express condition that they are parked at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatsoever nature which the Owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property;

- 5.10. Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any Owner or any member of their families park their vehicles in such areas;
- 5.11. Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise;
- 5.12. Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.

6. PARKING

- 6.1. Parking is to be confined to the specified parking area allocated to each Owner/occupier. Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and the expense of the Owner of the vehicle or alternatively the Owner of the section.
- 6.2. Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and risk of the Owner of the vehicle or alternatively the Owner of the section.

7. ANIMALS, REPTILES AND BIRDS (domestic pets, restricted to only birds, cats and dogs.)

- 7.1. No animals, reptiles, birds (other than a bird in a cage) or pets shall be kept or harboured in the building unless expressly authorised in writing by the Trustees. When granting such authority, the Trustees may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority.
- 7.2. Any Owner/occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet 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 damages incurred by such animal.

8. LEVIES

- 8.1. Levies are due in advance on the first day of each month and are payable within 7 days after which interest at a rate determined by the Trustees will be payable thereon.

9. INSURANCE

- 9.1. The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the Owner/occupier in question.
- 9.2. An Owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate or premium payable by the body corporate on any insurance policy or which may tend to violate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.
- 9.3. An Owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

10. LETTING OF UNITS

- 10.1. All tenants of units and other persons granted rights of occupancy by any Owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 10.2. No Owner may enter into daily or short term letting agreements where the period of the agreement is less than three months
- 10.3. The Trustees may impose any rule/s deemed necessary by them to ensure that the security and peace and quiet of the complex is maintained.

11. ERADICATION OF PESTS

- 11.1. An Owner shall keep his section free of white ants, borer and other wood destroying insects and household pests such as cockroaches and to this end shall permit the Trustees, the managing agent and their duly authorised agents or employees, to enter upon this 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 cost of inspection, eradicating 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.

12. WALKWAYS

- 12.1. The walkways giving access to the exclusive use areas are solely for the use of maintenance/gardening staff and may not be used by any member of the public or other unit Owner for gaining access or used as a thoroughfare.

13. ACTIVITIES ON COMMUNAL AREAS

- 13.1. No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other Owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

14. SWIMMING POOL

- 14.1. An Owner/occupier/his visitor/s and/ or children shall at all times adhere to the following:
 - 14.1.1. No alcohol is to be consumed in the pool area.
 - 14.1.2. No glass bottles or containers are allowed in the pool area.
 - 14.1.3. No braaing in the pool area.
 - 14.1.4. No loud music in the pool area.
 - 14.1.5. No swimming is permitted after 21h00.
 - 14.1.6. Children under the age of 12 are to be accompanied by an adult at all times.
 - 14.1.7. Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment.
 - 14.1.8. Littering is not permitted; all refuse is to be removed from the pool area.
 - 14.1.9. Bathing apparel only may be worn in the pool. Allowance is made for the wearing of safety apparel.
 - 14.1.10. Games are not permitted in the pool area.
 - 14.1.11. No animals are allowed in the pool area.
 - 14.1.12. Guests of occupants may only use the pool area if accompanied by the occupant

- 14.2. The times that the pool may be used may be amended at a General Meeting of the Members of the Body Corporate. In this regard only owners permanently residing in the complex may be eligible to vote.

15. **GENERAL**

- 15.1. The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any Owner or occupier of a section/erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or nor any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors.
- 15.2. The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 15.3. No firearms or pellet guns may be discharged on the common property.
- 15.4. An Owner shall not use or permit his home to be used for any purpose which is injurious to the reputation of the scheme.
- 15.5. All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman.

16. **INTERPRETATION**

Fines may be levied for any transgression. The headings of sections do not form a part of the Rules and are merely for reference. The singular will also refer to the plural and the male to female and vice versa. Above all the Rules are to be interpreted to ensure peaceful co-habitation and the securing of the rights of Residents. In any dispute regarding the interpretation of the Rules the Trustee's interpretation will be authoritative but may be challenged at a general meeting of the Body Corporate.

16 **FINES, ENFORCEMENT OF RULES, LEVIES AND DAMAGES**

- 16.1 Any infringements of these Rules will, after one written warning, be punishable with a penalty not exceeding R500,00 in the case of a first violation, R750,00 for a second violation of the same nature, R1 000,00 for a third and R1 200,00 for a fourth and R1 500,00 for fifth and further violations of the same nature. Abovementioned fines are enforceable in a court of law and the relevant fine document will be sufficient for the purpose of provisional summons and judgement and any legal costs that might be incurred as a result of this, is payable by the transgressor on an attorney-and-client scale.
- 16.2 The fines may be increased in the normal course of the amendments of Rules but the fines will increase automatically by 10 % per year starting from 2007 as the basis year if no amendments are made at general meetings of the Body Corporate.
- 16.3 Levies are payable in advance before or on the first day of each consecutive calendar month. If any payment is overdue, interest will be levied on arrears at a rate equal to the prime interest rate at that time plus 2 % per year, and from the first day of being due and payable. A certificate signed by the Managing Agent or Chairman indicating the relevant interest rate and amount of levies and fines outstanding at any particular date will constitute proof of the amount thereof and will be sufficient for the purposes of taking judgement and in particular provisional judgement on a provisional sentence summons.
- 16.4 All legal costs pertaining to the collection of levies in arrears will be for the account of the registered owner of the relevant unit in the final instance. Levies and fines will be recorded and published on the monthly statements of levies and a report on the fines levied for which transgressions and to which individuals, must be made at the annual general meeting.

- 16.5 Residents may appeal in writing to a meeting of trustees after the imposition of the relevant fine if they feel that there is merit in the reduction of the fine or the cancellation thereof, which powers the trustees will have. Such written appeal must be lodged at least two days prior to the trustee meeting with the chairman/secretary and not later than seven days after the imposition of the fine after which no appeal may be lodged without leave of the trustees on good cause shown.
- 16.6 The only persons who will be authorised to impose fines will be the managing agent and/or a person designated by the trustees and in the absence of such a person, the chairman of the trustees. Such person must issue a fine upon being presented with prima facie evidence of any transgression of the Rules and such person will decide the amount of the fine to be imposed.
- 16.7 Fines must be issued in writing not later than 5 days after the alleged transgression except if it was not possible to be issued within that time in which case it must be issued at the first reasonable opportunity thereafter and must specify the date, approximate time, place and nature of the transgression (i.e. the relevant rule and brief description) as well as the person and unit involved. A copy (either carbon copy or photocopy) must be placed in the relevant unit's post box and the original must be forwarded to the managing agent for filing in the register of fines and recording on the relevant unit's account. The notice of the imposition of a fine must also specify the rights of appeal.
- 16.8 Parents/guardians/supervisors of children must take note that they will be held responsible for any damage caused to any property by relevant children as well as any transgressions of the Rules by children and they are obliged to instruct their children not to damage plants, grass, features, fittings or objects.
- 16.9 Fines must be paid within calendar 30 days of the fine being issued except if an appeal has been lodged within the prescribed time where after the fine is payable within 30 calendar days after the outcome of the appeal has been communicated to the relevant appellant.

18. SHOW HOUSES

The Trustees may impose rules as they deem fit to regulate show houses to ensure that the security and harmony of the residents of the building is not compromised.

18 SIGNAGE

- 18.1 No Owner or occupier of a residential section shall place any sign, notice, flag, 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.
- 18.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be affected at the risk and cost of the Owner and such Owner an/or occupier shall have no claim against the Body Corporate or the Trustee as a result of their functions performed in terms of this provision.