

# HOUSE RULES

SECTIONAL PLAN NO. **S.G.**

NAME OF BUILDING: **CAPITAL PARK**

## **Certificate by Conveyancer in terms of Section 11(3)(e) of the Sectional Titles Act, No. 95 of 1986**

I, the undersigned, ALETTA SUSANNA DE LANGE, Conveyancer, do hereby certify that:

1. The rules prescribed in terms of Section 35(2) of the said Sectional Titles Act No. 95 of 1986 are applicable to this Development, save as amended herein.
2. The following additional management rules have been imposed by the Developer:

### **INTERPRETATION**

- "1. (i) "Scheme" means CAPITAL PARK sectional title scheme which is laid out on Erf 367 Mount Edgecombe (Extension 3) Registration Division FU, Province of Kwazulu-Natal in extent 2,0295 (TWO COMMA ZERO TWO NINE FIVE) Hectares;
- (j) "Body Corporate" means the Body Corporate of the Scheme;
- (k) if any of these rules is contrary to the Act or unenforceable for any other reason whatsoever, such rule shall be deemed to be separate from the rest of the rules, without any way affecting the validity of the remaining rules.
- (l) "Body Corporate Rules" mean the rules of the Body Corporate.
- (m) "Developer" means Orion Properties 18 (Proprietary) Limited Registration Number 2006/001072/07.

### **COLLECTION OF LEVIES**

73. (a) In the event of the Trustees instituting any legal action, or proceedings against an owner as a result of any breach of the Act, any Management and/or Conduct Rule or the regulations framed hereunder, the owner shall be liable to pay, all attorney and client own fees and disbursements, including collection commission, as

determined by the Kwa-Zulu Natal Law Society from time to time.

- (b) Any levy in arrears shall bear interest at the rate of 24% per annum, calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive).
- (c) Any payment to the Body Corporate may only be made by means of one of the following into a duly designated account for this purpose:
  - (a) By stop or debit order;
  - (b) Internet or electronic transfer;
  - (c) By direct payment;
  - (d) Cash payments
- (d) Levies and other applicable charges, are payable in advance on or by the 1st of each month in which they are raised. Any amounts not paid by the said date are considered "arrear" and/or "outstanding" and action will be taken against the defaulting owner. A letter of demand dated the 7<sup>th</sup> and at an administration cost as determined by the Trustees from time to time, will be sent to the owner demanding immediate payment of the full outstanding amount. Should the amount still be outstanding at the end of the month, the account will be handed over for collection on the 30<sup>th</sup> of the same month.

#### **EXCLUSIVE USE AREAS**

- 74. (a) The Body Corporate shall maintain each exclusive use area on the common property in the Scheme at the cost of the owner (to whom such area has been allocated), which cost may be recovered by the Trustees from such owner as part of the monthly levy, but it shall be incumbent upon an owner to take all the necessary steps to keep such exclusive use areas in a neat and tidy condition at all times.
- (b) Each respective owner shall not use his respective exclusive use area or permit it to be used in such a manner or for such purposes as are likely to impair the safety, appearance or amenity of other sections or other parts of the common property.

- (c) An owner shall permit the Trustees and their agents access to any exclusive use area allocated to him at all times.

#### **DOCUMENTS**

75. All documentation and/or correspondence and communications shall be dealt with in English.

3. **THE FOLLOWING RULES HAVE BEEN SUBSTITUTED FOR THE CONDUCT RULES PRESCRIBED IN TERMS OF SECTION 35 (2) (b) OF THE SECTIONAL TITLES ACT NO. 95 OF 1986:**

#### **ANIMALS, REPTILES AND BIRDS**

1. An owner or occupier of a section shall not keep any animal, reptile or bird in a section or on the common property.

#### **REFUSE DISPOSAL**

2. An owner or occupier of a section shall:-
- (a) for the purpose of having the refuse collected, place such receptacle within an area and at the times designated by the Trustees;
  - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - (c) when the refuse has been collected, promptly return such receptacle to his section;
  - (d) No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any section where it is visible by the public, whether in a

receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

## VEHICLES

3. (a) 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.
- (b) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or motorcycle and the like on any portion of the common property, an exclusive use area or in a section.
- (c) Owners shall at all times ensure that no oil is allowed to drop onto, or to soil, any portion of the Common Property and any parking area constituting portion of the Common Property, which is used by any Owner or Occupier, shall be kept clean at all times. It is the responsibility of the Owner/Occupier to clean up any such oil spills on the common property.
- (d) Owners/Occupiers may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays and designated owners' garages.
- (e) Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the Common Property.
- (f) Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property or exclusive use parking bay. Further, no persons shall under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the common property (including any exclusive use areas).

#### **DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

4. 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 written consent of the Trustees.

#### **APPEARANCE FROM OUTSIDE**

5. The owner or occupier of a section shall not place or do anything on any part of the common property of the Scheme, (including balconies, patios and gardens) which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

#### **SIGNS AND NOTICES**

6. (a) No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained.  
  
(b) No owner of a section shall display a for sale sign or sold sign in respect of his section on the verge/pavement of the scheme.

#### **LITTERING**

7. An owner or occupier of a section 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.

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

8. An owner or occupier 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 on any insurance policy.

#### **ERADICATION OF PESTS**

9. 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. 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.

#### **USER**

10. (a) An owner shall not do or permit to be done in his section or on the common property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy save with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.
- (b) The Body Corporate will not be responsible for any loss or damage suffered by an owner or occupier in respect of any loss or damage caused by the Body Corporate or any servant or agent of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner or occupier to effect his own insurances in respect of his personal effects contained in his section or in any part of the common property.
- (c) All owners and occupiers of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof and of all services, facilities and amenities available on the common property shall at all times be conducted and carried out with proper and diligent care and with due and proper

consideration for all the other owners and occupiers of the buildings and in accordance with these Conduct Rules and of the provisions of the Act.

- (d) An owner shall not cause or permit any disorderly conduct of whatsoever nature in the section or upon any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the buildings or member of the Body Corporate.
- (e) An owner or an occupier shall not keep, leave, or store any article or do anything on the common property except with the prior written approval of the Trustees, with the Trustees being at any time in their discretion on written notice to such owner or occupier to remove such article from the common property or to refrain from continuing the previously approved activity.
- (f) An owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- (g) An owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within the section.
- (h) No flagpoles, flags or bunting may be erected or displayed anywhere on the balconies or common property of the Scheme without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse.
- (i) No exterior accessories such as glazing to windows, fences, awnings, canopies or the like, may be attached to or erected on or about the section or the common property, including the immediate exterior of a section, and the exterior of a section may not be painted or otherwise treated except with the prior written approval of the Trustees. When granting such approval the Trustees may prescribe any reasonable condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting such approval. Any approved accessories shall at all times be maintained and/or renovated by the owner or occupier to the satisfaction of the Trustees.

- (j) Inflammable or other dangerous material or articles may not be brought on to the common property or into a section.

#### **VISITORS**

- 11 An owner or occupier of a section is liable for the conduct of visitors and/or other occupants of the section, and must ensure that all rules in terms of the Act and these Conduct Rules are adhered to.

#### **ALTERATIONS AND RE-DECORATION**

- 12 (a) An owner may make alterations to the interior of the section, but no structural alterations nor alterations or improvements to the water, electric wiring, conduits or plumbing may be effected except with the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
- (b) An owner may place in his section, at the owner's expense, any improvements, additions, fixtures or fittings, covering mantles, light fittings, refrigerators, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the condition that the owner shall at all times only use electrical appliances and fittings as shall comply with the electrical wiring of the buildings and shall at no stage jeopardise the safety of the buildings. An owner or occupier shall obtain an Electrical Certificate of Compliance in respect of any alterations, additions or changes to the electrical installations within the section.

#### **AIRCONDITIONING UNITS AND EXTRACTOR FANS**

- 13 (a) No owner or occupier of a section shall install any air-conditioning unit in such section except with the prior written approval of the Trustees, and when granting such approval the Trustees shall take into consideration whether such air-conditioning units interfere with the peace and quiet of owners in the Scheme and whether its installation is aesthetically pleasing within the Scheme.



- (b) Any air-conditioning unit shall be kept in a state of good repair and maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular air-conditioning unit, the owner of such unit shall have it repaired or renovated to the satisfaction of the Trustees. The repairs or renovations shall be done at the expense of the owner who shall have no claim to compensation whatsoever.
- (c) Any extractor fan/unit shall be kept in a state of good repair and maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular extractor fan/unit, the owner of such unit shall have it covered or concealed or repaired or renovated to the satisfaction of the Trustees. The repairs or renovations shall be done at the expense of the owner of such section who shall have no claim to compensation whatsoever. The owner of such section shall take such measures as necessary to ensure that the noise from such extractor fan/unit does not interfere with the peace and quiet of other owners or occupiers in the Scheme.

#### **ELECTRICITY AND WATER**

- 14 (a) An owner shall make his own arrangements with the Local Authority or relevant service provider for the opening of electric current and water accounts and for the supply of such electricity and water, and shall pay any deposits payable in connection with the supply of any such services as well as all electricity and water consumed in his section.
- (b) An owner shall be liable for the payment of all services provided to the section in the form of telephones and television.

#### **EMPLOYEES**

- 15 (a) The services of Body Corporate employees may not be utilised by Owners/Occupiers, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).

- (b) An Owner/Occupier shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the common property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

## SECURITY

- 16 The owners shall abide by the regulations and restrictions imposed by the Trustees in order to ensure the security of the Scheme and in particular, restrictions put in place in respect of ingress and egress from the common property of the Scheme.

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## BREACH OF OR FAILURE TO COMPLY WITH RULES

- 17 (a) Should any owner, or his lessee, invitee, guest, client, customer, servant, employee or occupier of his section, or any other person who may come upon the common property of the Scheme by virtue of his right thereto, breach any of the Body Corporate's conduct or management rules, or the rules and regulations of the Association or any other applicable laws or regulations and fail to remedy such breach within a period of 7 (seven) days of having received written notice from the Trustees to remedy such breach, the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.
- (b) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in paragraph 18 (a) above to, *inter alia*:
  - (b) 1 call for an explanation or an apology
  - (b) 2 impose a fine or fines
  - (b) 3 withdraw the previously given consent applicable to the particular issue
  - (b) 4 instruct attorneys to advise the Body Corporate or institute legal action on the Body Corporate's behalf
  - (b) 5 refer the matter to arbitration if appropriate (as contemplated in the Act)

- (c) Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner.
- (d) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular or law in general.

#### **DISCLAIMER OF RESPONSIBILITY**

18.

a) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

(b) The Body Corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Scheme, regardless of the cause thereof.

(c) Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 19 (a) and 19 (b) above.

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CONVEYANCER  
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