



LA BELLA CONDUCT RULES

(These Conduct Rules are in terms and in accordance with the Sectional Titles Act no 95 of 1986)

All owners and occupiers of sections shall ensure that their respective activity in, and uses of the common property and of a section or any part thereof, with all services, facilities and amenities available on the common property, shall at all times be conducted and carried out with reasonable and diligent care as occupiers of the building and in accordance with the rules and the provision of the Act.

If an owner (whether by himself or by his lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules and fails to remedy such breach within the period of seven (7) days after been giving a written notice to remedy such breach by the Trustees or by the managing agents, (if so authorized by the Trustees) the Body Corporate shall be entitled to take such action as may be available to it in terms of the Sectional Title Act, the Rules of the Body Corporate or by law.

The Trustees of the Body Corporate, reserve the “Right of Admission” to the property or any part thereof and may refuse admission to any unauthorized or suspicious person entering!!!

Animal, Reptiles and Birds

1. (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- (4) Animals are not allowed on the common property. The owner is to clean all animal droppings left on their exclusive use areas promptly.
- (5) The trustees may have any animals removed should they become a nuisance to residents in the complex.

Refuse disposal

2. (1) An owner or occupier of a section shall –
 - (a) 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;
 - (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) for the purpose of having the refuse collected, place such receptacle in the Garbage Bins at the garbage room;
 - (d) no refuse may be left on the common property or exclusive use areas.

Vehicles

3. (1) No owner or occupier shall park or stand any vehicle upon the common property except in a designated parking bay, or permit or allow any vehicle to be parked or stood upon the common property without the consent of the trustees in writing.
- (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.
- (3) 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 on to the common property or in any other way deface the common property.
- (4) No owner or occupiers shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (5) Motor vehicles may be washed in the parking bays allocated to the owner and/or tenant.
- (6) Fire hoses may not be used for the washing of motor vehicles.
- (7) A load restriction of 3 tons gross mass applies to all vehicular traffic in the complex.
- (8) A maximum speed limit of 15 kilometers per hour shall be observed on the common property.
- (9) Any vehicles brought onto the property are solely at the risk of its owner/s, the body corporate having no liability for the loss or damage to vehicles or their contents.

Damage alterations or additions to the common property

4. (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 written consent of the trustees.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him, may install –
 - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (b) any screen or other device to prevent the entry of animals or insects:
Provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.
 - (c) **Damage to communal or any one else's property resulting from building alterations will be paid by the owner responsible for the damage. These repairs will be inspected by the Board of Trustees.**
- (3) An owner may not make structural alterations nor permit the erection of awnings, carports, walls or fences, without the prior written consent of the trustees and then subject to such conditions as the trustees may impose.
- (4) Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so and such work shall comply with the standards and by-laws of the local authority.
- (5) Fire hoses shall only be used for the intended purpose and not for the watering of gardens, cleaning of vehicles, roadways or the like.
- (6) **No dumping of rubble anywhere on common property**

Appearance from outside

5. The owner or occupier of a section 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 section.

Signs and Notices

6. 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 so as to be visible from outside the section.

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.

Laundry

8. An owner or occupier of a section shall not, without the consent in writing 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.

Storage of inflammatory material and other dangerous acts

9. 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.

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. **New tenants information to be supplied to the managing agents by the owner.**
- 10.2 An owner may let or part with occupation of his section provided that no such letting and/or parting with occupation shall in any way release the owner from his obligations to the body corporate hereunder or in terms of the rules, or, in terms of the Act.
- 10.3 **It is the responsibility of every owner to ensure that his tenants receive and abide by the Conduct Rules of the Body Corporate.**
- 10.4 **Occupants who are tenants of owners and who are in constant breach of any of the rules of the Body Corporate and who are guilty of any conduct which is contrary to the common good, will force the Trustees to seek further legal action to obtain a court order to evict such persons if the necessary co-operation is not received from the owner. Any expense will be for the owner's account.**

Behaviour / Nuisance / Noise

- 11.1 An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon 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 any inconvenience to any other owner or occupier.
- 11.2 Motor hooters may not be used on the common property.
- 11.3 Radios, musical instruments, record players and television receivers must be used in such manner as not to be heard in adjoining sections or on the common property.
- 11.4 **No abusiveness, drunkenness, stealing, illegal substances or unauthorized business will be allowed or tolerated. No person will use any abusive language or behaviour towards any trustee, owner, tenant, visitor or staff member!**
- 11.5 **No slaughtering of animals at all, on Common Property, Exclusive use property or inside a unit.**

Use

- 12.1 All owners and occupiers of sections shall insure that their respective activities in, and uses of, the common property and of a section or any part thereof, which all services facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers, and in accordance with the rules and the provision of the Act.
- 12.2 An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the consent of the trustees first having been obtained.
- 12.3 No servant may be housed on the property without the prior written permission of the trustees having been obtained. The granting of such permission shall be in the sole discretion of the trustees and permission may be withdrawn at any time by the trustees upon giving the owner or occupier seven (7) day written notice of such withdrawal. In such event, the owner or occupier shall ensure that the servant in question is permanently removed from the property or the section within the stipulated period.
- 12.4 An owner or occupier of a section is liable for the conduct of his visitors and he must ensure that adherence to all requirements of the Act and the rules.
- 12.5 Visitors are not allowed to park on the common property except in areas demarcated for that purpose.

- 12.6 The maximum number of persons who may reside in or occupy a section described as a residential section on the sectional plans of the Body Corporate shall be according to the following table:

<u>Type of Section</u>	<u>Number of Persons</u>
Bachelor	2 People (Children included)
1 Bedroom	3 People (Children included)
2 Bedrooms	5 people (Children included)

Levies

- 13.1 Monthly levies are to be calculated as per the participation quota and are to be paid on or before the seventh (7th) day of each month, failing which interest shall accrue thereon from the eighth (8th) day of the month to date of payment at the prime bank lending rate plus 10% per annum. No notice to pay levies will be given and the owner will be liable to pay all costs on an attorney and client basis and collection commission of 10% on moneys collected. All owners shall pay the treasurer by cheque or cash, or deposit the amount directly into the body corporate's bank account on which a deposit slip must be supplied to the treasurer.
- 13.2 An administration fee of R100 will be charged to cover expenses occurred by the Managing Agent, per arrear letter and a R200 fee for handing over to Attorneys.
- 13.3 Members of the Body Corporate are hereby notified that, should their statutory contributions of monthly levies, as contemplated in the Sectional Titles Act, No 95 of 1986, not be paid by the seventh of each month, such member shall be in default of such statutory obligation and thereby exposes him/herself to legal action for the recovery of such unpaid levies. Consequently, the member of the Body Corporate shall, by virtue of his or her signature to this amendment of the Rules of the Body Corporate, amended hereby in terms of section 35(2)(a) of the Sectional Titles Act, 1986, consent, in terms of the provisions Regulation 18(6) of the National Credit Regulations, made under the provisions of the national Credit Act, No 34 of 2005, to the publication of his or her credit information on the National Defaulter Database, in the event of such default."

LOSS OR DAMAGE

- 14.1 The Body Corporate shall not be responsible for any loss or damage suffered by an owner caused by a third party. It is the responsibility of an owner/occupier to affect his own insurance in respect of the contents contained in his section or in any part of the common property or exclusive use areas.
- 14.2 In case of theft or any damage to property or a resident, the resident must notify the Police.

Notices

15. Any notice given in terms of these rules by registered post from the Post Office in the Western Cape shall be deemed to be received four (4) days after posting.

Garages, Storerooms and Parking Facilities

16. The garages, storerooms and parking bays available on the common property are hereby allocated to the different units for their exclusive use. The unit owners will be entitled to sell their rights to the garages, storerooms and parking bays to another owner in the development scheme or he will be entitled to rent the garage, storeroom and parking bay to another owner in the development scheme subject to the owner of the specific unit informing the body corporate in writing prior to the effective date of such sale agreement.

The garages, storerooms and parking bays as allocated in terms of these rules may not be changed or reallocated without the consent of the body corporate as well as the owner of the unit to which the garage, storeroom or parking bay was demarcated to.

The unit owners will not pay any additional levies in respect of garages, storerooms or parking bays allocated in terms of the conduct rules, since the levies will be calculated according to the participation quota as reflected in the approved sectional title plans.

Eradication of pests

17. 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 cost 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 born by the owner of the section concerned.

MAINTENANCE

18. If any owner fails to repair or maintain his section in a state of good repair as required by section 44(1)(B) or (C) of the Act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and such failure persists for fourteen (14) days after the giving of a written notice to repair or maintain given by the Trustees or the Managing agent, the Body Corporate shall be entitled to remedy the owners failure and to recover to cost of so doing from such owner, including any possible attorney/client costs.

SWIMMING POOL

- 19.1 Swimming pool hours: Sunday to Thursday : 06:00 – 22:00
Friday to Saturday: 06:00 – 23:00
- 19.2 The Swimming pool is part of the common property and is maintained for the EXCLUSIVE convenience and use of the residents. No OUTSIDERS or visitors will be allowed to use this facility without permission from the Trustees.
- 19.3 The Trustees will have the right to remove any unauthorized person or persons from such premises.
- 19.4 No liquor or glass containers allowed in the pool area.
- 19.5 No dogs at any time will be allowed in the pool area.
- 19.6 No running, diving, bombing or splashing.
- 19.7 No bicycles or any sporting equipment will be allowed in the pool area.
- 19.8 No child under the age of TEN will be allowed to enter the pool area without SUPERVISION or a letter of consent from their parents.
- 19.9 No person is allowed swimming if he/she suffers from dermatitis or other skin diseases as well as external abscesses.
- 19.10 Only recognized swimwear allowed. All children to wear arm bands.
- 19.11 THE SWIMMING POOL IS USED AT OWN RISK. THE TRUSTEES OR BODY CORPORATE SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY OF WHATEVER NATURE, WHETHER ARISING FROM THE BODY CORPORATES DEFAULT, NEGLIGENCE OR OTHERWISE!!!!
20. Trespasser will be prosecuted.
21. WARNINGS/FINES
The Trustees will enforce strict warnings and will have the right to impose fines up to R5000.00, for persons transgressing any of the above Conduct Rules.

THE BODY CORPORATE OF LA BELLA
CONDUCT RULE FINE VALUES

<u>RULE</u>	<u>FINE VALUE</u>
1. <u>ANIMALS, REPTILES & BIRDS</u>	
R200.00 PLUS ANIMAL WELFARE COSTS	
1.4	R100.00
1.5	ANIMAL WELFARE COSTS
2. <u>REFUSE DISPOSAL</u>	
2.a	R100.00
2.b	R100.00
2.c	R100.00
2.d	R100.00
3. <u>VEHICLES</u>	
3.1	R300.00
3.2	R300.00 PLUS TOWING COSTS
3.3	R300.00 PLUS DAMAGE CHARGES
3.4	R500.00
3.6	R200.00
3.7	R100.00 TO R300.00
3.8	R100.00 TO R300.00
4. <u>DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY</u>	
4.1 TO 4.4	R1000.00
4.5	R200.00
4.6	R200.00
5. <u>APPEARANCE FROM OUTSIDE</u>	R500.00
6. <u>SIGNS AND NOTICES</u>	R200.00
7. <u>LITTERING</u>	R200.00
8. <u>LAUNDRY</u>	R200.00
9. <u>STORAGE INFLAMMATORY MATERIAL & OTHER DANGEROUS ACTS</u>	1000.00
10. <u>LETTING OF UNITS</u>	
10.1 TO 10.6	UP TO R5000.00

11. **BEHAVIOUR / NUISANCE / NOISE**

11.1	R200.00 TO R500.00
11.2	R200.00 TO R500.00
11.3	R200.00 TO R500.00
11.4	R500.00 TO R1000.00 PLUS LEGAL COSTS
11.5	R500.00

RULE

FINE VALUE

12. **USE**

R200.00 TO R500.00
R500.00
R200.00 TO R500.00
R100.00 TO R1000.00
R300.00 PLUS TOWING COSTS

13. **LEVIES**

AS STIPULATED IN CONDUCTS RULES ABOVE.

14. **LOSS OR DAMAGE**

NONE

16. **GARAGES, STOREROOMS & PARKING FACILITIES**

NONE

17. **ERADICATION OF PESTS**

R300.00 PLUS FUMIGATION COSTS

18. **MAINTENANCE**

R500.00 PLUS MAYBE ATTOR. COST

19. **SWIMMING POOL**

19.1 TO 19.10

R100.00 TO R500.00 PLUS COSTS