



**LAZULI**

Lifestyle & Retirement Estate

## **CONDUCT RULES**

IN TERMS OF SECTION 10(2)(b) OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT 8 2011

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### **A APPLICABILITY**

- (1) The Conduct Rules, the provisions of section 13 of the Sectional Titles Schemes Management Act No. 8 of 2011 and the provisions of Management Rule shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- (2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.
- (3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.
- (4) The trustee's decision regarding any matter with regards to these Rules shall be final and binding.

## **B PURPOSE**

These conduct Rules must be reasonable and apply equally to all owners of units, and aims to promote the peaceful, harmonized and pleasant community of all owners and occupants, to ensure that good standards are maintained of the appearance of the buildings, structure and gardens and to prevent any behaviour that will harm the community or life-standards of the owners' or occupants' or that might have a negative influence on the value of buildings or facilities.

## **C DEFINITIONS**

At the interpretation of these Rules, unless it appears otherwise out of the context:

- (1) "Communal property" means all lawns, buildings, facilities and grounds on the outside of all units and sections of occupants that also includes exclusive use area.
- (2) "Chief Ombud" means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- (3) "CSOSA" means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- (4) "Exclusive use area" means a unit or units of the communal property for the exclusive use by an owner or owners' of one or more than one unit like intended in article 27 of the act.
- (5) "Owner" means the registered owner(s) of a unit and he shall be responsible for the members of his family, his servants, workers, guests and his occupants.
- (6) "STA" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force there under;
- (7) "ST SMA" means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- (8) "Trustee Board" mean the trustees chosen in accordance with article 4 of the Management Rules.
- (9) "Trustees" also include an alternate trustee.
- (10) "Unit" means the unit that is registered in the owners' name.

## **D INTERPETATION**

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- (2) Unless the context clearly indicates a contrary intention:
  - i. the singular shall include the plural and vice versa; and
  - ii. a reference to any one gender shall include the other gender; and
  - iii. a reference to natural person includes juristic person, trusts and partnerships and vice versa.

- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words an expression in such Rule.
- (4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, Sectional Title Scheme Management Act, 8 of 2011 and the Community Schemes Ombud Service Act, 9 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.
- (5) When any number of days is prescribed in these 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.
- (6) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

## **E DIRECTIVES**

- (1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.

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

- 1.1. An owner or tenant 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.
- 1.2. When granting such approval, the trustees may prescribe any reasonable condition. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.
- 1.3. The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- 1.4. In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application. Upon the breach of, or non-compliance with, the provisions of this Rule, the relevant section may become liable for a penalty or penalties imposed under Rule 17.

## **2. REFUSE DISPOSAL**

- 2.1. An owner, lessee or occupier of a sectional shall:
  - 2.1.1. maintain in an 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 authorized by the trustees in writing;
  - 2.1.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - 2.1.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
  - 2.1.4. upon collection of the refuse, promptly return such receptacle to his section or other area referred to in paragraph (2.1.1).

## **3. VEHICLES**

- 3.1. Owners and occupiers shall adhere to the speed limit and shall keep proper lookout for other motor vehicles and pedestrians when driving their motor vehicles on the common property. Motor vehicles may not travel at speeds in excess of 30 kilometres per hour on any part of the Common Property.
- 3.2. Vehicles of residents to be parked on their designated exclusive use parking bays, and visitors may only park on such areas as are specifically demarcated for that purpose.
- 3.3. Vehicles of residents shall be parked in carports at all times so as to leave manoeuvring space for access to neighbouring carports.
- 3.4. Residents are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction either in relation to carports, or otherwise.

- 3.5. 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 the consent of the trustees in writing.
- 3.6. 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' consent.
- 3.7. 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.
- 3.8. No owner or occupier 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.
- 3.9. Owners and tenants of a section within Lazuli Coastal Lifestyle Estate will operate their vehicle, and the vehicles of their visitors and guests, with the utmost care within Lazuli Coastal Lifestyle Estate, and vehicles producing excessive noise will be prohibited from entering Lazuli Coastal Lifestyle Estate.
- 3.10. No caravans, motorboats, trailers or any other watercraft may be parked on the common property without the prior written consent of the trustees.

#### **4. 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.
- 4.2. Notwithstanding sub-rule (4.1), owner or person authorized by him, may install-
  - 4.2.1. any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - 4.2.2. 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 devices and the manner of its installation.

#### **5. APPEARANCE FROM OUTSIDE**

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.

## **6. SIGNS AND NOTICES**

- 6.1. An owner or occupant of a section shall not be allowed to erect any additional washing lines. The washing line, as erected by the developer is the only allowed place and washing line. (Is there a washing line?)
- 6.2. An owner or occupant shall not 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 of the building or from any other section.
- 6.3. The hanging of laundry will be at the owners' or occupants' risk.

## **7. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any flammable 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.

## **7. BRAAIING ON TERRACES, YARDS AND GARDENS**

- 7.1. No wood fires are permitted on balconies, and owners and occupiers are only permitted to use Weber type braais, charcoal burners or similar braai devices in garden units once approved by the trustees.
- 7.2. Only smokeless or gas braai devices may be used by owners and occupiers to braai on their balconies, provided that no hazard or nuisance is caused to other owners or occupiers and that braai equipment is stored out of sight when not in use.

## **8. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS**

- 8.1. All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 8.2. Owners shall ensure that these Rules and the conditions contained in the other documents pertaining to the scheme are incorporated into their lease agreements as an annexure thereto and as a term of the contract, including that the breach of these Rules shall automatically constitute a breach of the lease agreement, and will entitle the owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. An owner and/or lessor shall be obliged to terminate his lease agreement by written notice to that effect to his tenant upon receipt of a written notice by the trustees requiring termination of the lease agreement, provided that the decision and request of the trustees must be reasonable in the circumstances.
- 8.3. An owner or tenant, who lets, sub-lets or otherwise grants occupation of a section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:

- 8.3.1. A written lease agreement must be concluded with the tenant;
- 8.3.2. Copies of the Conduct Rules and the other relevant documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;
- 8.3.3. The following provisions must be incorporated into the lease agreement:
- 8.3.3.1. The tenant hereby acknowledges that Lazuli Sectional Title Scheme is a residential scheme and that he and the occupiers of the apartment will be bound by the provisions of the Conduct Rules of Lazuli Body Corporate and Memorandum of Incorporation of Lazuli Coastal Lifestyle Estate Homeowners Association NPC, Registration Number 2018/417684/08.
  - 8.3.3.2. The tenant further acknowledges that the trustees have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
  - 8.3.3.3. The tenant hereby agrees that a breach of the Conduct Rules will automatically constitute a breach of the lease agreement and will entitle the owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. The tenant further acknowledges that the owner and/or lessor shall be obliged to terminate the lease agreement by written notice to that effect to the tenant, upon receipt of a written notice by the trustees requiring such termination, provided that the decision and request of the trustees must be reasonable in the circumstances. Copies of the Conduct Rules and the Management Rules must be placed inside the leased section at a prominent position.
  - 8.3.3.4. No owner or tenant or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (8.3.3.1) to (8.3.3.4) above have been complied with.
  - 8.3.3.5. A copy of the lease agreement must be submitted to the trustees or the managing agent upon their request.
- 8.3.4. Owner/s shall ensure that no tenant/s or other occupier is allowed occupancy of a section unless such tenant/s has been approved by the Body Corporate / trustees. The proposed tenants will be required to complete an application form provided by the Body Corporate / trustees and to submit a copy of his/her identity document and/or passport.
- 8.3.5. Whilst the Scheme is residential in nature, with specific requirements and attributes and subject to specific rules and provisions, and owners are prohibited from using their sections or exclusive use areas in a manner or for such purpose as shall cause a nuisance to any occupier of a section, the Body Corporate recognizes the need of its members to have assistance from competent and informed agents for this purpose the Body Corporate / trustees are authorized to formulate a policy for the accreditation of agents in respect of the Scheme and to introduce accreditation procedures for Agents and to grant accreditation to agents who comply with their requirements, in keeping with the Memorandum of Incorporation of Lazuli Coastal Lifestyle Estate Homeowners Association NPC, Registration Number 2018/417684/08.

8.3.6. An owner or tenant shall only appoint an agent, accredited by the Body Corporate / trustees, to secure a prospective tenant of his unit.

8.3.7. Notwithstanding anything to the contrary contained herein, an owner of an exclusive use area shall only be entitled to rent out such exclusive use area to an owner or occupier of a section in the Scheme or to the Body Corporate.

## **9. ERADICATION OF PESTS**

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 authorized 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.

## **10. NOISES AND / OR NUISANCE**

10.1. No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or exclusive use area or on the common property.

10.2. Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 24h00 and 07h00.

10.3. All television, radio, and other appliances emitting sound, including musical instruments, must be kept at audio levels which are reasonable in the discretion of the trustees.

10.4. The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.

10.5. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in section or any part of the common property.

10.6. No firearms may be discharged in a section or any part of the common property, except under such circumstances, which would reasonable justify the use of a firearm for self-defence and related purposes.

10.7. The use of power tools, hammering and other noise generating equipment shall not be permitted after 18h00 on weekdays, and before 09h00 and after 16h00 on Saturdays, and not at all on Sundays.

10.8. No owner, lessee or occupant may permit anything to be done in his or her section, exclusive area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupants.



## **11.SECURITY, SAFETY AND RISK**

11.1. Owners, lessees and occupants of sections must at all-time ensure that the security and safety of other occupants and their property are preserved, and in particular must:

11.1.1. Handle their access controls responsibly and must report any loss of an access control to the trustees.

11.1.2. Ensure that upon entering or leaving the premises or buildings, the relevant pedestrian or entrance or exit gate/boom is properly closed.

11.1.3. Ensure that such pedestrian gate, entrance gate/boom or exit gate/boom are never opened for unknown or uninvited persons.

11.1.4. Comply with any security measures and Directives imposed from time to time by the trustees.

11.2. All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

11.3. The body corporate 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

## **12.COMPLAINTS**

All complaints, requests, suggestions and disputes, must be resolved as provided for in the Lazuli Sectional Title Scheme Management Rules.

## **13.RELAXATION OF RULES**

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

## **14.COMPENSATION FOR DAMAGES**

If an owner or occupier or any invitee of an owner or occupier causes damage to the Common Property, the owner shall be liable to the Body Corporate for the damage caused and for the costs of repairs.

## **15.WRITTEN NOTICES**

- 15.1. A notice in terms of these Rules must be in such format as the trustees may from time to time prescribe, which include but not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.
- 15.2. A notice will be regarded as having been properly delivered, if:
- 15.2.1. delivered to the owner by hand, in which event it shall be regarded as having been received on the date of delivery, or;
  - 15.2.2. delivered by registered post to the owner to his *domicilium citandi et executandi*, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;
  - 15.2.3. delivered by fax or e-mail to the owner, in which event it shall be regarded as having been received on the date of transmittal.

## **16.CONTRAVENTION OF THESE RULES, THE MANAGEMENT RULES OR THE STA, STSMA**

- 16.1. If an owner or occupier or the invitees of an owner or occupier contravene/s these Rules, the management rule, the STA or the STSMA, the trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other act, the management rules or these Rules, including to claim compensation for damages, to:
- 16.1.1. enter the section, exclusive use area and/or the common property to take such action as may be reasonably required to remedy the contravention and hold the owner of the section liable for the costs incurred in this regard; and/or
  - 16.1.2. bring a court application for a suitable order; and/or
  - 16.1.3. institute arbitration proceedings; and/or
  - 16.1.4. apply to the applicable Chief Ombud for a suitable order; and/or
  - 16.1.5. institute mediation proceedings or expert intervention; and/or
  - 16.1.6. impose a penalty on the Owner of the section in terms of Conduct Rule 17.
  - 16.1.7. Aforesaid provisions may, where applicable, also be applied to occupiers of sections.

## **17.IMPOSITION OF PENALTIES**

- 17.1. If the conduct of an owner or occupier or the Invitees of an owner or occupier constitute/s a nuisance in the opinion of the trustees, or a contravention of a provision of the STA, STSMA, the management rules or these Rules, the trustees may, without prejudice of the other rights or remedies available in terms of these Rules:
- 17.1.1. By written notice inform the owner of the section of the nuisance or contravention and warn the owner that if he, or the occupier fail/s to remedy the contravention

and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the owner of the section; and

- 17.1.2. If notwithstanding the 7 (SEVEN) days' written notice given by the trustees in terms of sub-rule (17.1.1), the owner or the occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the owner of the section, which notice shall state the reasons for the imposition of the penalty; or
- 17.1.3. Summarily and without warning, by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty.
- 17.2. The penalty imposed under sub-rule (17.1.1) or (17.1.3) above, shall become due on the date of the written notice and must be paid within 30 (THIRTY) days of the date of the written notice. Should the penalty remain unpaid it may be added to the owner's levy statement and may be recovered from the owner of the section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 17.3. The trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting.
- 17.4. A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 17.5. An owner may within 30 (THIRTY) days of the date of the written notice in terms of sub-rule (17.1.2) or (17.1.3), submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 17.6. Upon receipt of the objection, the Trustees may:
  - 17.6.1. Withdraw or reduce the penalty; or
  - 17.6.2. Schedule a trustees' meeting (hearing) for the purpose of considering the objection and invite the owner to attend the meeting, and/or to be represented at the meeting.
- 17.7. At the trustees' meeting (hearing) referred to in sub-rule (17.6.2) above, the owner and/or his representative shall have the right to:
  - 17.7.1. Present his case;
  - 17.7.2. Present any evidence, including the calling of witnesses, to substantiate his case;
  - 17.7.3. Cross-examine any person called as witness in support of the charge;
  - 17.7.4. Have access to documents produced in evidence; and
  - 17.7.5. Produce mitigating factors.
- 17.8. The failure of the owner charged or his representative to attend the trustees' meeting referred to in sub-rule (17.6.2) shall not render the proceedings at the meeting void. Should the owner or his representative not attend the trustees' meeting without providing a

reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.

17.9. Upon the conclusion of the trustees' meeting, the trustees shall deliberate the evidence and if so resolved, they may:

17.9.1. Uphold the penalty; or

17.9.2. Withdraw or reduce the penalty.

17.10. Should the owner not agree with the decision of the trustees in terms of sub-rule (9) the owner may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:

17.10.1. that the trustees refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the owner may have in law, or in terms of the Act or the management rules, and/or

17.10.2. that the matter be referred for arbitration proceedings in terms of management rule 31.

## **18.LEGAL COSTS AND OTHER COSTS**

18.1. An owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such owner to the Body Corporate in terms of these Rules, or in enforcing compliance with these Rules.

18.2. Any costs incurred by the trustees in terms of these Rules, shall be regarded as a levy and may be added to the levy account of the specific owner, who was/is liable for the costs in terms of the rules, and may be recovered from the owner as a levy debt, with interest at the rate applicable to arrear levies.

## **19.PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS**

19.1. Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.

19.2. Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.

19.3. Any owners, who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent.

19.4. An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in

recovering arrear levies, or in enforcing compliance with these rules. This includes additional administration charges too.

- 19.5. An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property.
- 19.6. The trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.