

# CASTLETON

## CASTLETON CONDUCT RULES

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## CONDUCT RULES OF CASTLETON BODY CORPORATE

### 1 PREAMBLE

- a) Castleton is a Sectional Title development and is subject to the terms and conditions of the Sectional Titles Act No 95 of 1986 and to the extent that it still applies, the Sectional Titles Act No 66 of 1971.
- b) These Conduct Rules are binding on all owners, residents, and occupants by force of law as laid down in Section 35(4) of the Sectional Titles Act.
- c) These Conduct Rules have been drawn up by the Trustees of the Body Corporate in terms of the powers vested in them.
- d) These Conduct Rules are subject to change from time to time as set out in Rule 3.
- e) The Trustees shall be entitled to appoint a sub-committee or committees consisting of members of the Body Corporate to assist in the enforcement of these Conduct Rules.
- f) These Conduct Rules are essential to ensure the smooth running of the Complex/Estate and considerate observation thereof by all owners and occupants will ensure a harmonious and enjoyable environment for all concerned.

### 2 INTERPRETATIONS

For the purpose of these Conduct Rules, the following shall apply:

- a) "Body Corporate" shall constitute the legally registered owners of sections/apartments and for the purposes of enforcing such Conduct Rules shall consist of a Trustee, the Manager, and a representative of the Managing Agent.
- b) "Building" shall mean any portion of the structure/infrastructure known as "Castleton" including carports.
- c) "Manager" shall mean the duly authorized employee of the Body Corporate.
- d) "Managing Agent" shall mean the organization appointed from time to time by the Trustees to manage the affairs of the Complex/Estate.
- e) "Owner" shall mean, in relation to each section/apartment, the person constituting the legal owner as per the title-deed and entitled to occupation thereof in terms of the Sectional Titles Act.
- f) "Premises" shall mean the buildings and infrastructure defined under "Building" above and shall include all land in the registered ownership of the Complex/Estate.
- g) "Complex/Estate" shall mean Castleton, Piesang Valley Road, Plettenberg Bay, 6600.
- h) "Trustees" shall mean those members of the Body Corporate duly elected by the Body Corporate at a properly constituted annual general meeting and mandated by the members of the Body Corporate present and voting, to manage the affairs of the Complex/Estate.
- i) "Contractor/s" shall mean any outside person/s, not in the service of the Complex/Estate, appointed to carry out work within the Complex/Estate.
- j) "Security" shall mean any person/s or organization appointed by the Body Corporate to manage the security of the Complex/Estate.

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- k) "Conduct Rules" shall mean the conduct rules of Castleton.
- l) "Sectional Plan" shall mean the drawing of an individual section.
- m) "Contractor's Undertaking and Indemnity Form" shall mean the form that must be completed prior to a contractor commencing work.

## **Note:**

Words implying the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter gender and the neuter gender shall include the masculine and feminine gender.

The headings of the paragraphs/rules are provided for convenience only and are not to be taken into account in the interpretation of these Conduct Rules.

Should any dispute arise in the interpretation of these Conduct Rules, the English language version and meaning shall apply.

## **3 AMENDMENTS TO CONDUCT RULES**

- a) These Conduct Rules may be amended at any time at the discretion of the Trustees by way of a majority decision of the Trustees.
- b) Such amendment/s shall take effect thirty/30 days after written notification of any change has been given to Owners.
- c) Notwithstanding item (b) above, any Owner may, by notice in writing to the Trustees within the thirty/30 days referred to above, request a general meeting of all Owners for the purpose of tabling a rejection or an amendment to such change/s.

## **4 ACCESS / SECURITY**

- a) In the interests of security, Owners, residents, and occupants shall notify the Manager and Security at least twenty-four/24 hours in advance of the details and pending time of arrival of third parties who may be authorized by Owners, residents, and occupants to enter the Complex/Estate and a specific section/apartment to effect repairs, or for any other reason. Such third parties shall have provided a signed copy of the Contractor's Undertaking and Indemnity Form.
- b) Ad hoc service providers such as plumbers, electricians, delivery personnel who require entry to the Complex/Estate for twenty-four/24 hours or less shall be required to comply with the security access protocols in force from time to time, including the production of a Republic of South Africa Identity Document and/or passport and a search of their vehicles on exit.
- c) In the interests of security, Owners, residents, and occupants shall notify Security at least twenty-four/24 hours in advance of the details and pending time of arrival of third parties who may be authorized by Owners, residents, and occupants to enter the Complex/Estate and a specific section/apartment to effect deliveries or for any other reason.
- d) Day visitors to the Complex/Estate shall notify Security beforehand. Day visitors shall comply with the hours of curfew, if and when such hours are applicable.

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- e) Owners shall notify the Manager of any party authorized by the Owner to occupy a specific section/apartment irrespective of whether such party constitutes family, friends or paying guests. Such notification shall include the name of the third party, the vehicle and vehicle registration details, the section/apartment number, and the duration of the visit.
- f) In the case of Contractors seeking entry into the Complex/Estate for the purposes of prolonged internal alterations or repairs, the Owner of the section/apartment concerned shall complete and submit to the Manager the prescribed Contractor's Undertaking and Indemnity Form a minimum of a week in advance - failure to submit such form will result in such Contractor being refused entry.
- g) Owners/residents shall provide Security with the prescribed form, duly completed, together with a photograph (if necessary by way of WhatsApp), in order to be able to remove household items of any nature from the Complex/Estate.
- h) Security protocols at the security booms at the entrance/exit to/from the Complex/Estate shall be adhered to at all times and a Complex/Estate sticker or a visitor's card issued by Security, as appropriate, shall be displayed on the vehicle or person, for the duration of their visit, to be produced on demand by Security officials or the Manager.
- i) No visitor shall access the security guard house under any circumstances.
- j) Boats, trailers, and caravans shall be registered with Security by way of completion of the prescribed form on entry to the Complex/Estate. No boat, trailer or caravan shall be permitted to exit the Complex/Estate without such form being returned to security on final departure.
- k) Security guards shall not be abused nor given instructions and failure to conform to their legitimate instructions/requests shall result in refusal of access to the Complex/Estate.

## **5 BRAAIS/BARBECUES**

- a) Only charcoal fired Weber braais/barbecues and gas braais/barbecues are permitted. Wood is not allowed.
- b) Where a braai/barbecue is held on a patio or wooden deck, consideration must be given to those in upper floor apartments with respect to smoke generation. Common sense must prevail.
- c) Braais/barbecues on upper floor patios may only be held where the roof is open to the elements.
- d) The overriding dictum is that no activity is permitted which has the effect of causing a nuisance or annoyance to any other resident.

## **6 CHILDREN**

- a) Minor children under the age of fourteen/14 years shall be supervised by an adult and all minor children are prohibited from playing in carports, parking bays, corridors, and stairwells.
- b) No ball games, roller-skates, skateboards, hoverboards, electric scooters or radio-controlled cars are permitted on access roads or parking areas or in any part of the common property, which results in a nuisance being created or inconvenience caused to other residents/occupants.

## **7 COMMON PROPERTY**

- a) Employees of the Complex/Estate shall keep clean and maintain the gardens, swimming pools and enclosures, stairwells, corridors, refuse collection areas, carports and parking bays and shall clear refuse bins on a regular basis.

## **8 CONDUCT AND RELATED ISSUES**

- a) No Owner, resident or occupant shall permit or cause to permit any activity which constitutes a nuisance or causes annoyance to the owner, resident, or occupant of any other section/apartment.
- b) The playing of musical instruments or the volume of any television, radio or other equipment is to be kept at reasonable levels and is not to interfere with neighbouring sections/apartments or cause a nuisance or annoyance.
- c) No radio or other device may be played on common property after the hours of 22:00 or before 08:00 and as above, the volume level is to be such as not to cause annoyance or a disturbance to other residents/occupants.
- d) Children are not permitted to play in a manner which creates a disturbance to any other resident or occupant.
- e) Any other disorderly conduct of whatsoever nature is strictly prohibited as is behaviour likely to constitute a nuisance or an inconvenience or a breach of these Conduct Rules. Any illegal activity of whatever nature is strictly prohibited.

## **9 DUTIES OF OWNERS, RESIDENTS AND OCCUPANTS**

- a) The Owner, resident or occupant of any section/apartment shall permit access to such section/apartment or any exclusive use area by any person duly authorized by the Trustees, at all reasonable hours, after due notice, (except in the case of emergencies where no notice shall be required), for the purpose of inspecting it or maintaining/repairing or renewing pipes, wires, cables and ducts that constitute equipment or fittings of the common property in accordance with the provisions of Section 44(1)(a) of the Sectional Titles Act.
- b) Owners shall carry out any work that may be so ordered by any competent public or local authority, in respect of their sections/apartments or the common property adjoining their sections/apartments. (Other than such work as may be for the benefit of the building generally) and shall pay all charges, expenses and assessments that may become payable in respect of their sections/apartments in terms of Section 44(1) (b) of the Sectional Titles Act.
- c) Owners shall maintain their sections/apartments in a habitable state and in a state of good repair including exclusive use areas in terms of Section 44(1) (c) of the Sectional Titles Act.
- d) An Owner, resident or occupant shall use and enjoy the common property in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other owners and/or persons lawfully on the Premises in terms of Section 44(1) (d) of the Sectional Titles Act.
- e) Owners shall not allow their sections/apartments or exclusive use areas or cause to permit them to be used in such a manner that constitutes a nuisance to any occupants of other apartments in terms of Section 44(1) (e) of the Sectional Titles Act.
- f) An Owner shall notify the Trustees forthwith of any change of ownership of their section/apartment and or any mortgage or other financial transaction in connection with such apartment in terms of Section 44(1) (f) of the Sectional Titles Act.
- g) Where the purpose for which the section or apartment is intended to be used is reflected, expressly or by implication, or on a registered Sectional Plan, an Owner shall not use or permit such section or apartment to be used for any other purpose in terms of Section 44(1) (g) of the Sectional Titles Act.

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- h) Owners shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation, or the conditions of any licence relating to or affecting the occupation of the building or the common property or the carrying on of business in the building or section/apartment or so contravene or permit the contravention of the conditions of the title deed applicable to their section/ apartment or any other section or exclusive use area.
- i) Owners, residents, and occupants shall not do anything to the section/apartment or exclusive use area which is likely to prejudice the harmonious appearance and aesthetics of the building.
- j) An Owner, resident or occupant of a section/apartment shall not place or do anything on any part of the common property, including balconies, corridors, entrance halls, gardens, and patios which in the view of and at the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of a section/apartment.
- k) Except where prior written permission has been granted by the Owner, all sections/apartments are deemed to be smoke free and no resident or occupant shall permit the smoking of cigarettes, cigars, electronic cigarettes, or a hookah in a section/apartment.
- l) Patios and terrace shall be kept neat and tidy when not in use and patios kept free of unnecessary clutter.
- m) An Owner, resident or occupant is to ensure that no washing, laundry, or beach towels are to be hung on and from any part of the building, including from windows or draped over balustrades or any part of the grounds and gardens. Laundry as generally described above may only be placed on a clotheshorse, which may be placed on a patio/s against the building and not against the balustrades.
- n) The slaughtering of animals for religious, cultural, or whatever other reason is strictly prohibited.
- o) The use of common property or exclusive use areas or sections/apartments to host weddings, funerals, or any other public function or which involves excessive people in relation to the size of a section/apartment shall not be permitted under any circumstances.
- p) Owners shall pay the levies attributable to and owing by them, in addition to the water and electricity charges allocated to their sections/ apartments and any fines lodged against their levy accounts on the first day of each month.

## **10 DEFAULTERS**

- a) In the event that an Owner falls into arrears with their levy account payments, warning letters shall be sent to such Owners by the Managing Agent after thirty/30 days and after sixty/60 days. After ninety/90 days, the Managing Agent shall automatically initiate legal proceedings against the Owner for the recovery of any amounts outstanding.
- b) An Owner in arrears with their levy account payments shall be further liable for payment of a collection commission and any other legal costs which shall include attorney and client fees incurred thereof, all of which shall be added to the levy account.
- c) A late payment penalty of 1,5% per month of the outstanding amount shall be charged each month after thirty/30 days and added to the outstanding levies.
- d) No Owner shall refuse to pay a levy authorized at a duly constituted annual general meeting.
- e) An Owner whose levies are in arrears, as confirmed by a court order, shall automatically relinquish all voting rights.

## **11 SATELLITE TELEVISION**

- a) The Complex/Estate is wired for digital television reception and a satellite dish and multi-switch are installed on each block. Wiring and connectivity from the multi-switch to an individual section/apartment shall be the responsibility of and for the cost of the Owner.
- b) Owners shall be responsible for the installation of individual decoders and television sets/flat screens in sections/apartments and the cost and installation thereof.
- c) The Body Corporate shall be responsible for the functioning of the satellite dish and the multi-switch equipment only.
- d) No Owner or technician other than a service provider authorized by the Manager may work on the satellite dish or multi-switch equipment, the Low Noise Block (LNB) down-converter/LNB equipment or any cabling connecting the satellite dish to a section/apartment.

## **12 ELECTRIC POWER - SUPPLY AND MAINTENANCE**

- a) Neither the Complex/Estate, nor the Body Corporate nor the Manager shall be responsible for the supply of electricity to any section/apartment or building, this being the sole responsibility and under the jurisdiction of the Bitou Municipality.
- b) Owners shall keep and maintain all electrical installations and fittings in their sections/apartments compliant and shall not alter or interfere with the electrical installations or use them in such a way as may conflict with the code of wiring or with the provisions of insurance over the building or which may increase the risk and premium in respect of such insurance policy.
- c) Neither the Body Corporate, nor the Managing Agent, nor the Manager, nor the Trustees shall be responsible for any interruption in the electrical power supply nor for any loss or inconvenience suffered by any person in consequence thereof.

## **13 ENFORCEMENTS OF RULES/FINES**

- a) In terms of the Sectional Titles Act, the Trustees are charged with the duty of ensuring compliance with by-laws relating to the common property and the enforcement of the Conduct Rules.
- b) The Trustees have the right to introduce and enforce the payment of fines levied against transgressors from time to time.
- c) All directives of the Trustees and/or the Manager relating to such transgressions and not adhered to or complied with, shall be subject to a fine as imposed by the Trustees from time to time.
- d) Persistent transgressions of the Conduct Rules and/or regulations or the failure to comply with a legitimate request of the Trustees or Manager may result in legal action being taken against the transgressor to enforce compliance, including an interdict to prevent the transgressor from further transgressions, or the Trustees may seek legal advice/action.
- e) Where a transgression has resulted in a fine, such fine will be added to the Owner's levy account for payment.

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## **14 FIREARMS/FIREWORKS**

- a) The use of fireworks or lanterns is prohibited by municipal by-laws and no such items shall be set off/used within the boundaries of the Complex/Estate.
- b) Any transgression against this prohibition shall be met with criminal charges being brought against the transgressor.
- c) The discharge of any firearm in a residential area is prohibited by law and no firearm may be discharged within the boundaries of the Complex/Estate. Failure to comply with this rule will result in criminal charges being laid.

## **15 GARDENS**

- a) No trees, plants, shrubs, or lawns may be damaged or removed or interfered with in any way.
- b) No unauthorized additions to the gardens are permitted by Owners without the prior written consent and at the sole discretion of the Manager.
- c) Only indigenous plants, flowers, shrubs, and trees are permitted in the Complex/Estate.
- d) The Trustees reserve the right to remove any flora deemed to be in contravention of the Conduct Rules.
- e) Irrigation systems and equipment installed by the Body Corporate shall not be tampered with any malfunctioning thereof to be reported to the Manager for attention.
- f) Anyone found damaging or breaking or removing sprinklers or valves or piping, installed by the Body Corporate, shall be criminally charged and in addition, will be responsible for the replacement and/or repairs thereto which costs will be debited to an Owner's levy account.
- g) An Owner who wishes to install an irrigation system in the garden/s adjoining their section/apartment shall submit a sketch of the proposed system to the Trustees for approval.
- h) Owners, residents, and occupants shall not interfere with the schedule of work of the staff of the Complex/Estate. The schedule of the work carried out by the staff of the Complex/Estate is directed solely by the Manager of the Body Corporate.

## **16 LAUNDRY**

- a) A coin operated launderette is provided on the premises for use by Owners, residents, and occupants.
- b) Washing, laundry or beach/bath towels shall NOT be hung from windows, shall NOT be draped over balustrades, and shall NOT be spread over the trees and shrubs of the grounds and gardens.
- d) Laundry of any description may only be placed on patios on clothes-horse placed against the wall of a section/apartment, so as to be as least visible as possible from the outside of a section/apartment.
- e) No laundry is permitted to be placed under carports or on the common property.



## **17 LETTING AND SALES OF SECTIONS/APARTMENTS**

- a) An Owner of a section/apartment shall ensure that the buyer/s, occupant/s, and tenant/s receive a copy of the Conduct Rules prior to the finalisation of any transaction and a copy of the Conduct Rules shall be to hand and the abbreviated Conduct Rules displayed, in the interior of the section/apartment.
- b) An Owner shall ensure that the Conduct Rules shall form part of and be annexed to a deed of sale or lease agreement thus legally requiring the purchaser and the lessee to comply therewith.
- c) No section/apartment shall be let or sublet or sold for the purposes of a commune.
- d) No "For sale" signs or "To let" signs or advertisements shall be placed in windows or on any part of the buildings or on common property unless authorized in writing by the Manager and shall only be in place on the day that the section/apartment is open to the public. Any other such signs shall be of an acceptable standard and shall be subject to approval by the Manager.
- e) In the event of the sale of a section/apartment, all levies must be up to date before a clearance certificate is issued by the Managing Agent on behalf of the Trustees and no ownership shall pass in the absence of such clearance certificate.

## **18 LOSS AND DAMAGE**

- a) Neither the Trustees, nor employees of the Body Corporate, nor the Managing Agent shall be responsible or held liable for any loss sustained by an Owner, resident, occupant or visitor as a result of the use of a motor vehicle or any other vehicle parked in a parking bay or a carport or left on the premises or in the vicinity thereof, nor for any personal injury suffered by any Owner, resident occupant or visitor, whether or not such injury is caused by fire, theft, burglary, accident or from any cause whatsoever, except in the case of gross negligence on the part of an employee of the Body Corporate, in the performance of their usual duties, as within the scope of their employment.
- b) An Owner shall, at their expense, make good damage incurred accidentally or otherwise by themselves or any members of their households to any portion of the common property, swimming pools, gardens, plants, lawns or any apparatus or equipment used in the Complex/Estate.
- c) An Owner, resident or occupant of a section/apartment shall not mark, paint, drive nails or screws into or damage or alter any part of the common property.
- d) Notwithstanding the above, an Owner or any person authorized by him may install any locking device, safety gate, burglar bars or any other safety device for the safety of their section/apartment provided that the Manager has first approved in writing the nature and design of the device and the manner of its installation.

## **19 MOTOR VEHICLES/PARKING**

- a) Motor vehicles shall be parked in areas specifically demarcated for that purpose and no parking of any vehicle upon common property shall be permitted without the prior written consent of the Manager.
- b) Trailers are not to be parked on grass verges or lawns.
- c) Each section has a numbered carport allocated to it and such carport is for the exclusive use of the section number reflected thereon.

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- d) Guests, visitors, and service providers shall park in unnumbered designated parking bays.
- e) Boats, caravans, and luggage trailers shall be parked so as not to inconvenience any other Owner, resident, or occupant and in areas designated by the Manager at his sole discretion.
- f) Caravans and motorhomes may not be occupied as accommodation whilst parked on the premises.
- g) In special circumstances, certain buses and coaches may be permitted access to the Complex/Estate under the direction and at the sole discretion of the Manager.
- h) No structure such as a lean-to or temporary carport shall be permitted, and no carport shall be enclosed in any way.
- i) Washing of vehicles with either hose-pipes or fire-hoses is prohibited but a bucket may be used for this purpose.
- j) An Owner, resident, occupant, tenant, or visitor shall not cause any obstruction/s in the parking areas.
- k) Vehicles causing an obstruction or parked illegally or abandoned or standing or in areas not so designated, shall be removed and towed away at the risk and expense of the owner of the vehicle concerned. A vehicle parked in an unauthorized area for longer than thirty/30 consecutive days shall be deemed to be abandoned.
- l) Repairs to and reconditioning of any motor vehicle anywhere in the Complex/Estate is prohibited.
- m) Vehicles in excess of five/5 metric tons in weight and/or articulated vehicles shall not enter the Complex/Estate without the prior written permission of and under the supervision of the Manager. Any damage to the Complex/Estate caused by a vehicle/s, including but not restricted to the road paving shall be for the account of the Owner concerned and collected by way of the levy account.
- n) The use of motor vehicles or motorcycles with noisy exhausts and /or sound systems is prohibited.
- o) The use of quad bikes and off-road scrambler type bikes is prohibited
- p) The speed limit within the Complex/Estate is restricted to twenty/20 kilometres per hour/kph and roads within the Complex/Estate are subject to the normal rules of the road as laid down in the appropriate Road Traffic Ordinance.
- q) Unlicensed drivers are prohibited within the Complex/Estate.
- r) Motor cyclists and cyclists shall wear appropriate safety headgear at all times whilst riding on the Premises of the Complex/Estate. Motor cycling and cycling on the lawns of the Complex/Estate is strictly prohibited.
- s) Vehicles may not drip or spill oil or brake fluid on to the paving of the common property and the cost of cleaning up such spillage shall be to the account of the relevant Owner.

## **20 PETS AND ANIMALS**

- a) Pets, including animals of all descriptions, as well as birds and reptiles are not permitted either in a section/apartment or on common property or in any part of the Complex/Estate.
- b) The feeding of monkeys, baboons, birds and rabbits and any other kind of wildlife is strictly prohibited, and transgressors will be subject to a fine.

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c) The slaughter of animals for whatever reason or purpose within the confines of the Complex/Estate is strictly prohibited.

## **21 PEST CONTROL**

a) Owners shall ensure that their sections/apartments are kept free of white ants, borer beetles and other wood destroying insects and shall permit access by the Manager upon request to enter the section/apartment for inspection purposes.

b) The cost of inspection and eradication measures shall be borne by the Owner.

## **22 SANITATION, SEWAGE AND REFUSE REMOVAL**

a) Owners, residents, and occupants shall provide a container for rubbish within their sections/apartments and rubbish bags shall be deposited by the Owners, residents and occupants in the rubbish bins provided for collection and removal.

b) Owners, residents, and occupants are responsible for the cleaning and hygienic maintenance of containers for rubbish within their sections/apartments.

c) No refuse or boxes or discarded furniture items etc. are to be placed in the corridors, on patios or in stairwells, nor shall any item whatsoever be thrown, shaken, emptied, or disposed of from windows or balconies.

## **23 SIGNS AND NOTICES**

a) No signs, billboards or advertising material of any description shall be placed on any part of the common property or on windows of sections/apartments other than the boards of estate agents, where prior written permission from the Manager has been obtained.

## **24 SPECIFIC USE AND MAINTENANCE OF SECTIONS / APARTMENTS**

a) Sections/apartments in the Complex/Estate shall be used for private residential, and time share purposes only and no business may be run therefrom.

b) The Owner of each section/apartment shall take responsibility for the interior of such sections/apartments and shall maintain them in good condition as is required in terms of the Sectional Titles Act and in terms of these Conduct Rules.

c) Where an Owner fails to maintain the exclusive use area so allocated, the area shall be maintained by the staff of the Complex/Estate and the cost thereof shall be to the levy account of the Owner.

d) Hot water geysers/electric water heaters and the maintenance thereof shall be the responsibility of an Owner and where such geyser serves more than one section/apartment, each Owner shall bear the costs *pro rata*.

e) Patios and balconies inside the section of an Owner shall be maintained by the Owner with specific reference to waterproofing to ensure no leakage into the apartment below.

## **25 STRUCTURAL ALTERATIONS/ADDITIONS**

a) No Owner shall be permitted to make any structural alterations or additions to the exterior of the building or on the common property other than to enclose a patio, install stacking doors or erect a wooden deck where specific conditions apply, and the written permission of the Trustees is required.

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- b) Enclosure of a patio requires that a written application to the Trustees, along with plans approved by Bitou Municipality, must be submitted to the Manager.
- c) Installation of stacking doors requires that a written application to the Trustees must be submitted to the Manager.
- d) Installation of a wooden deck adjacent to a section/apartment, pertains only to a deck of a 'non – luxurious' nature, as described in the Sectional Titles Act, and a written application on the prescribed form along with a R 5,000 refundable deposit, an architectural plan and the written approval of the immediate neighbours, has to be submitted to the Manager for approval by the Trustees. A number of conditions relating to dimensions and materials apply, which will be advised on application.
- e) Interior alterations/renovations may be carried out without permission other than to observe the access control protocols pertinent to Contractors.
- f) No alterations to exclusive use areas may be made without the prior written permission of the Trustees.
- g) Individual split air conditioning units may be installed at the discretion of and with the written permission of the Trustees – such units may not be installed on walls but are confined to the patio floor so as to be inconspicuous to neighbours and of such output as not to disturb neighbours, particularly at night.
- h) No external radio or television aerials or dishes shall be erected by owners, residents or occupants or their agents – such equipment may only be erected by the Body Corporate.
- i) Where external wooden windows and window frames require replacement due to dry rot or wear and tear, such wooden windows and frames shall be replaced by the Body Corporate but the decision to replace shall be at the discretion of the Manager. The cost of the replacement shall be shared equally on a fifty/fifty, 50/50 basis by the Owner and the Body Corporate in terms of Section 35 of the Sectional Titles Act.
- j) Where an Owner unilaterally opts to replace the wooden windows and frames with bronzed aluminum, the Owner shall be responsible for the full cost thereof.
- k) Irrespective of the above, maintenance costs of the windows and doors leading from a section/apartment to a patio/balcony are the responsibility of an Owner and any costs thereto are for the account of the Owner.
- l) Maintenance of the interiors of the windows and doors and the hinges and handles of the windows and doors of a section/apartment is the responsibility of the owner of a section/apartment.

## **26 SWIMMING POOLS**

- a) The use of the swimming pools in the Complex/Estate is restricted to Owners, their bona fide guests, residents, occupants, tenants, and timeshare guests, collectively referred to hereafter as 'Residents'.
- b) The swimming pools are open from 05:00 to 22:00.
- c) No unauthorized visitors are permitted to make use of the swimming pools.
- d) 'Residents' shall be responsible for the behaviour of their visitors and minor children under the age of twelve/12 years must be accompanied by an adult at all times.

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- e) Unruly behaviour and ball games are not permitted either in the swimming pools or within the enclosure of the swimming pools and inflatable rafts and boats are not permitted.
- f) Neither bottles nor glassware are permitted within the enclosure of the swimming pools.
- g) No alcohol may be consumed within the enclosure of the swimming pools.
- h) No animals of any description are permitted within the enclosure of the swimming pools.
- i) Radios, compact disc/CD players or any other sound equipment of any description are not permitted within the enclosure of the swimming pools.
- j) Throwing of articles or objects or foreign matter of any description into the swimming pools is strictly prohibited.
- k) Interference with pool equipment, the pool pump and/or automatic pool cleaners is prohibited and any damage to any of these items will be for the account of the person responsible for such damage.
- l) Admission to the enclosure of the swimming pools shall be solely via the gate, which is to be kept closed at all times.
- m) No nudity or inappropriate behaviour is permitted.
- n) Bathers shall wear suitable and appropriate swimming attire and no person may swim in clothing or underwear.
- o) Litter and refuse shall be deposited in the bins provided.
- p) A person/s with an open wound/s is/are not permitted to enter either the enclosure of the swimming pools or the swimming pools.
- q) The Body Corporate, employees of the Body Corporate and the Trustees accept no responsibility or liability for money, clothing, watches, jewelry, spectacles, or any other items whatsoever, alleged to have been lost, stolen, or mislaid in the enclosure of the swimming pools.
- r) Use of the swimming pools and the enclosure of the swimming pools is entirely at the risk of those that choose to do so, and no liability is accepted by either the Body Corporate, employees of the Body Corporate or the Trustees.
- s) Contravention of the rules pertaining to the swimming pools shall be regarded as a serious matter and fines may be imposed for any contravention of the rules.

## **27 TENANTS**

- a) Owners who let their sections/apartments shall be obliged to acquaint the lessees with the Conduct Rules of the Complex/Estate.
- b) Owners and tenants shall be responsible for the behaviour and acts, whether they be by commission or omission, of their visitors and shall ensure that their visitors are made fully aware of and understand and conform to the Conduct Rules of the Complex/Estate.

## **28 TENNIS COURT**

- a) Tennis shoes or trainers shall be worn at all times whilst on the court; no boots, beach thongs, roller blades or any other kind of footwear shall be worn.
- b) No sport other than tennis or volleyball shall be played on the court and the appropriate nets are to be used.

# CASTLETON

- c) Climbing of the tennis court fencing is prohibited.
- d) Sitting on the nets of the tennis court is prohibited.
- e) Minor children under the age of twelve/12 years shall be accompanied by an adult at all times.
- f) The maximum time of a game shall be restricted to sixty/60 minutes.

## **29 SUGGESTIONS**

- a) The Trustees welcome constructive criticism and suggestions to improve the Complex/Estate and such constructive criticism/suggestions should be submitted to the Manager.

## **30 CONCLUSION**

- a) The Trustees and management of the Complex/Estate thank you in anticipation for your co-operation and wish you a happy and enjoyable stay at Castleton.