



## Water's Edge

### CONDUCT RULES

Prescribed in terms of [Section 10\(2\)\(b\)](#) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

#### **1 Keeping of animals, reptiles and birds**

- 1.1 The owner or occupier of a Section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a Section or on the common property.
- 1.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a Section and to accompany it on the common property.
- 1.3 The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a Section or on the common property.
- 1.4 The trustees may withdraw any consent if the owner or occupier of a Section breaches any condition imposed in terms of sub-rule 1.3.

#### **2 Refuse and waste disposal**

- 2.1 The owner or occupier of a Section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a Section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the Section, or on a part of the common property designated by the trustees for the purpose.
- 2.3 The owner or occupier of a Section must-
  - (1) move the refuse receptacle referred to in sub-rule 2.2 to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
  - (2) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other Sections.

#### **3 Vehicles**

- 3.1 The owner or occupier of a Section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that Section or a parking bay allocated for visitors' parking.
- 3.2 A consent under sub-rule 3.1 must state the period for which it is given.

## **4 Damage to common property**

- 4.1 The owner or occupier of a Section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 4.2 An owner or occupier of a Section must be considered to have the trustees' consent to install a locking or safety device to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.
- 4.3 The owner or occupier of a Section must keep a device installed under sub-rule 4.2 in good order and repair.

## **5 Appearance of Section and exclusive use area**

- 5.1 The owner or occupier of a Section must not, without the trustees' written consent, make a change to the external appearance of the Section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the Section or the common property.
- 5.2 The owner or occupier of a Section must not, without the trustees' written consent-
  - (1) erect washing lines on the common property;
  - (2) hang washing, laundry or other items in a Section or any exclusive use area allocated to it if the articles are visible from another Section or the common property, or from outside the scheme; or
  - (3) display a sign, notice, billboard or advertisement if the article is visible from another Section or the common property, or from outside the scheme.

## **6 Storage of flammable materials**

- 6.1 Subject to sub-rule 6.2, the owner or occupier of a Section must not, without the trustees' written consent, store a flammable substance in a Section or on the common property unless the substance is used or intended for use for domestic purposes.
- 6.2 This rule does not apply to the storage of fuel or gas in-
  - (1) the fuel tank of a vehicle, boat, generator or engine; or
  - (2) a fuel tank or gas cylinder kept for domestic purposes.

## **7 Behaviour of occupiers and visitors in Sections and on common property**

- 7.1 The owner or occupier of a Section must not create noise likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.
- 7.2 The owner or occupier of a Section must not obstruct the lawful use of the common property by any other person.
- 7.3 The owner or occupier of a Section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.
- 7.4 The owner or occupier of a Section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

## **8 Eradication of pests**

- 8.1 The owner of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.
- 8.2 The owner or occupier of a Section must allow the trustees, the managing agent, or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- 8.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 8.2 from the owner of the Section.

### **Additions to the Conduct Rules imposed in accordance with Section 10 (2)(b) of the Sectional Titles Schemes Management Act, 2011**

## **9 Alterations and renovations to a unit**

- 9.1 An owner or occupier shall comply with these rules and regulations in relation to alterations or renovations which shall comply with any design guidelines established by the Trustees.
- 9.2 "Alterations" shall mean any work involving structural alterations or additions to a unit and shall include any alterations or modifications which affect the exterior appearance of a unit.
- 9.3 "Renovations" shall mean any internal redecoration or refurbishment of a unit.
- 9.4 The Trustees may determine whether the proposed work shall constitute alterations or renovations.
- 9.5 An owner or occupier shall obtain the prior written approval for alterations or renovations from the Trustees and, when making application for approval must submit the following documents to the Trustees:
  - (1) application with a sketch plan of the proposed alterations;
  - (2) building plans approved by the local authority, or evidence to the satisfaction of the Trustees that council approval is not required;
- 9.6 The Trustees may at the cost of the owner or occupier obtain advice from an architect (or other professional person) in respect of the proposal made by the owner.
- 9.7 An owner or occupier shall submit building plans for additions to a unit to the Century City Property Owners Association ("CCPOA") and the design review committee of the CCPOA for approval.
- 9.8 The CCPOA may, in the event that it considers that any such alterations shall impose on the bulk rights which the Rabie Property Group (Proprietary) Limited ("RPG") holds in respect of Century City, to refer the aforementioned plans to RPG for approval, which may result in the applicant being held liable to purchase the relevant bulk from RPG at the sole discretion of RPG. In such event, CCPOA and the design review committee shall not be entitled to approve such plans until such time as RPG has concluded an agreement with the applicant for the purchase of the required additional bulk.
- 9.9 An owner or occupier may not proceed with an alteration or renovation prior to having obtained written approval by the Trustees and the payment of a deposit of such an amount as may be determined by the Trustees from time to time.
- 9.10 An owner or occupier shall be liable for the payment of all costs of repairing or restoring any damage caused to the common property as a result of the carrying out of any alterations or renovations.
- 9.11 An owner or occupier shall instruct the appointed contractor to remove all rubble and material from the common property at the end of each business day, failing which the Trustees shall be entitled to do so at the owner's expense.

- 9.12 No alterations or renovations shall be carried out outside normal business hours of 08h00 to 17h30 from Mondays to Fridays, and Public Holidays.

## **10 Balconies, terraces and store rooms**

The owners upon whom the rights of exclusive use and enjoyment in respect of balconies have been conferred shall not be entitled to erect awnings, pergolas or other structures without the prior written consent of the Trustees of the body corporate after having satisfied themselves that the relevant provisions of any design guidelines established by the Trustees and / or the design review committee of the CCPOA have been complied with.

## **11 Parking bays, motor vehicles, use of driveways and parking areas**

- 11.1 An owner shall be entitled to the exclusive use of a parking bay on an adjacent property known as erf 7115 Montague Gardens, in accordance with the terms and conditions of a notarial servitude of parking, a copy of a draft of this servitude is attached hereto as **Annexure A**.
- 11.2 An owner or occupier shall not wash a motor vehicle or any other vehicle in parking bays.
- 11.3 Vehicles that appear not to be roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees, and with their prior written consent.
- 11.4 The Trustees may clamp any vehicle parked, standing or abandoned on the common property in contravention of these rules and require the owner thereof to pay a fine to the body corporate and to take the relevant corrective action before removing such clamp.
- 11.5 Vehicles are parked at the owners or occupiers own risk and the body corporate shall not be responsible for any loss or damage which an owner or occupier may suffer.
- 11.6 An owner or occupier may not without the written consent of the Trustees which consent may not be unreasonably withheld, let or sub-let the parking bay to other owners or occupiers within the development or in any other manner dispose of such parking bay or the rights therein.

## **12 Security**

- 12.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems which may include remote controls and an intercom system.
- 12.2 The Trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.

## **13 Braai facilities**

- 13.1 An owner or occupier of a unit may braai on a balcony or terrace if such unit has a built in braai.
- 13.2 Owners or occupiers of units on floors who do not have a built in braai may not braai on a balcony or terrace unless a smokeless gas braai is used.

## **14 M-net / satellite tv**

An owner or occupier shall be allowed to install the required decoder equipment in their section to connect to the selected service provider via Century City Connect, the subscription costs of which shall be for the account of the owner / occupier.

## **15 Window cleaning**

The Body Corporate shall be responsible for the cleaning of the exterior of windows if these are inaccessible to an owner or occupier.

## **16 Curtains and blinds**

An owner or occupier may only hang curtains with a lining of a neutral colour or blinds of a neutral colour.

## **17 Gardens**

An owner or occupier may not remove any shrub, tree or plant from the common property without the prior written approval of the Trustees.

## **18 Noise**

An owner or occupier shall not make any noise between the following times :-

18.1 Sunday to Thursday nights : 22h00 to 06h00; and

18.2 Friday to Saturday nights : 23h00 to 07h00.

## **19 Drilling**

An owner or occupier may not drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs without a structural engineers report obtained at the owners cost confirming that the drilling inteferes with the structural reinforcement.

## **20 Tenants**

An owner who lets a unit shall ensure that a copy of the conduct rules is provided to the tenant/s, and the owner shall be held responsible for the conduct of such tenant/s or occupier/s of the unit.

## **21 General**

All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Trustees or the Managing Agent of the Body Corporate.

**Annexure A: Draft parking bay servitude in respect of erf 7115 Montague Gardens**

Protocol No.

**NOTARIAL DEED OF SERVITUDE OF ACCESS AND PARKING**

BE IT HEREBY MADE KNOWN:

THAT on this                    day of                    ,

before me, HARMINA JEANETTE JANSE VAN RENSBURG

of Cape Town in the Province of Western Cape, Notary Public, by lawful authority duly admitted and sworn, residing and practising at Cape Town, aforesaid, and in the presence of the subscribing witnesses, personally came and appeared

LAVONA CHRISTINE OLIVER

she, the said Appearer, being duly authorized thereto by:

**RABIE PROPERTY GROUP PROPRIETARY LIMITED**

**Registration number 2006/012251/07 by virtue of a resolution**

(Rabie)

acting under and by virtue of a Power of Attorney granted to her at Cape Town on the                    day of                    by Leon Howard Cohen, they being duly authorised thereto by virtue of a resolution passed at a

general meeting on the  
exhibited to me and now remains filed in my protocol.

which Power of Attorney and resolution was

being the registered owner of:

**ERF 7114 MONTAGUE GARDENS**

in the City of Cape Town  
Cape Division  
Western Cape Province

**IN EXTENT:** 3362 (Three Thousand Three Hundred and Sixty Two) Square Metres

**HELD BY** Certificate of Registered Title T

(erf 7114)

AND also before me, the Notary, appeared in her capacity as the duly authorised Agent of:

**CENTURY CITY PROPERTY INVESTMENT TRUST**

**Registration number IT2630/2006**

**acting in terms of Letters of Authority issued by the Master of the High Court of  
South Africa Western Cape Division, Cape Town at Cape Town on 22 June 2006**

(CCPIT)

acting under and by virtue of a Power of Attorney granted to her at Cape Town on the            day of  
by                            duly authorised thereto by virtue of a resolution or the at general meeting by  
the Trustees on the            day of            which Power of Attorney and Resolution was  
exhibited to me and now remains filed in my protocol.

Which trust is about to become the registered owner of:

**ERF 7115 MONTAGUE GARDENS**

in the City of Cape Town

Cape Division

Western Cape Province

IN EXTENT: 6726 (Six Thousand Seven Hundred and Twenty Six) Square Metres  
held by Certificate of Registered Title T

(erf 7115)

WHEREAS Rabie is in the process of establishing a sectional title development known as Waters Edge on erf 7114; (the development)

AND WHEREAS it is not possible to provide parking to the owners/occupants of units in the development;

AND WHEREAS CCPIT, who is about to become the registered owner of the adjacent erf 7115, has agreed to grant a parking servitude in favour of the owners/occupants of units in the development, on the terms and conditions contained in this agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. CCPIT hereby grants to Rabie a parking and access servitude over erf 7115 in favour of erf 7114 (the servitude).
2. The owners/occupants of units in the development on erf 7114 shall be entitled to access to the parking servitude and the exclusive use of a parking bay/s in accordance with the and schedule annexed marked A.
3. The servitude is to be maintained at the costs of the Body Corporate of the Waters Edge Sectional Title Scheme.

- 4 The parties shall not be entitled to erect any buildings or obstructions of any nature whatsoever within the servitude.
  
- 6 No consideration shall be payable by either party for the granting of the rights contained herein and they acknowledge the minimum value of the servitudes granted to be the sum of R100.00 (One Hundred Rand) each.
  
- 7 This deed shall be registered as a servitude against the title deeds of erf 7114 Montague Gardens and erf 7115 Montague Gardens shall be binding on the parties and their successors in title or assigns.
  
- 8 All costs of and incidental to the preparation and registration of the servitude will be paid Rabie.

THUS DONE AND EXECUTED at CAPE TOWN, aforesaid on the day, month and year first aforewritten in the presence of the undersigned witnesses and of me, the Notary.

AS WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

QUOD ATTESTOR

NOTARY PUBLIC