



**THE BODY CORPORATE OF THE ISLAND CLUB**  
**SCHEME No. SS 358/2004**

**THE ISLAND CLUB CONDUCT RULES**

**PRESCRIBED AS ANNEXURE 9 OF THE SECTIONAL TITLES ACT 95 OF  
1986 AND DULY REGISTERED AT THE DEEDS OFFICES**

**1. ALTERATIONS AND RENOVATIONS**

1.1. Owners who wish to make alterations to and/or undertake renovations in their sections must appreciate that their proposed activities may affect others within the development. It is therefore most important that any detrimental impact and disruption is kept to an absolute minimum, and that once started the work is completed expeditiously within the work period applied for. It is the function of the body corporate board of trustees to ensure that all alterations and renovation undertaken are done with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants. The board of trustees will delegate this function to their appointees who will carry out the function in terms of their appointment. Each owner shall adhere to any rules, regulations and/or directions made and/or given by the board of trustees or their appointees in respect of any alterations and/or renovations undertaken by such owner.

The following broad definition shall apply:

1.1.1. **“alterations”** shall mean any work involving structural alterations or additions to a section or unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit.

1.1.2. **“renovations”** shall mean any internal redecoration or refurbishment to the existing interior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware, floor coverings, etc.;

The body corporate board of trustees shall determine, in their sole discretion, whether the work proposed constitutes “alterations” or “renovations” as referred to herein.

1.2. The procedure for obtaining approval shall be as follows:

1.2.1. **Alterations:**

1.2.1.1. where alterations (as defined above) are involved:



- 1.2.1.1.1. application with a sketch plan of the proposed alterations, shall be submitted to the body corporate board of trustees for approval in principal to be obtained;
- 1.2.1.1.2. following 1.2.1.1.1, it is the responsibility of the owner' if required, to produce and submit professionally prepared plans (which may not deviate from the original sketch plan) for approved by the local authority;
- 1.2.1.1.3. copy of the plans approved by the local authority shall be re-submitted to the body corporate board of trustees, or shall have attached evidence satisfactory to the board of trustees that council approval is not required;
- 1.2.1.1.4. if the body corporate board of trustees, in their sole discretion, consider it necessary they shall be entitled, at the cost of the applicant, to seek the advice of an architect (or other professional assistance) regarding the acceptability of the proposals.

## 1.2.2. **Renovation**

- 1.2.2.1. where renovations (as defined above) are proposed, application shall be submitted to the body corporate board of trustees.

## 1.2.3. **Approval and Process**

- 1.2.3.1.1. Written confirmation that the work may proceed will be conveyed to the owner by the body corporate board of trustees (or their appointees), with whom a date for the commencement of the work shall be arranged. The body corporate board of trustees will also provide information in respect of access by contractors, workmen and the maintenance of security within the building (the latter being of utmost importance).
- 1.2.3.1.2. No work may be started until written approval has been conveyed by the body corporate board of trustees in writing (as above) and the refundable deposit mentioned below is paid into the account of the body corporate;
- 1.2.3.1.3. The owner accepts responsibility for any damage



caused by him or his contractors to common property or to other units in the block and hereby indemnifies other owners and the body corporate against such damage;

- 1.2.3.1.4. Contractors must clean up the surrounding common property each afternoon before leaving the site. Failing which the body corporate board of trustees shall be entitled to cause this to be done at overtime rates, for the sole expense of the owner;
  - 1.2.3.1.5. No rubble shall be left in the grounds of the complex overnight;
  - 1.2.3.1.6. All doors and windows being installed shall conform in outward appearance with the other doors and windows installed elsewhere in the building;
  - 1.2.3.1.7. Each owner hereby indemnifies the body corporate in respect of any damage caused to the common property, either inside or outside the building, and shall pay all costs of repairing or restoring the damages caused during the course of carrying out any alterations/renovations to such owner's section.
- 1.2.4. No alterations and/or renovations will be permitted outside normal business hours (08h00 to 17h00) Mondays to Fridays.
  - 1.2.5. A refundable deposit of R5 000 (five thousand rand) - or such amount as from time to time may be determined by the body corporate board of trustees, in their sole discretion - shall be payable before any renovation or alteration work commences. The costs of restoring any damage to common property (e.g. roads, elevators, doors, landscaping paintwork, water or electrical reticulation etc.) as well as any other charges accruing against the owner as a result of the alteration/renovation shall be deductible from this deposit.
  - 1.2.6. The deposit shall be paid into the account of the body corporate. Any interest will accrue to the body corporate in lieu of the administration of the deposit.
  - 1.2.7. Any charges, expenses or costs accruing against the owner and/or arising from matters contained anywhere above, are payable on demand and may be deducted from the deposit. However, should the amount of the deposit prove insufficient to cover the extent of such costs, then such deficiency shall be payable on demand.



- 1.2.8. Any balance of the deposit remaining shall be repaid to the owner after the alterations/renovations have been inspected for compliance as well as the surrounding common property for damages.
- 1.2.9. It shall be the responsibility of the owner to ensure that his/her contractors and workmen are compliant with all rules while on site.

## **2. PARKING BAYS**

- 2.1 An owner shall not use his or her parking bay/s or permit use in such manner or for such purpose as is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 2.2 No vehicles shall be washed in parking bays other than the “wash bays” dedicated for that purpose.
- 2.3 An owner shall permit employees/contractors of the body corporate, and/or other owner's access to and across his/her allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 2.4 The body corporate shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the body corporate in respect of the foregoing, shall be apportioned equally over the total number of parking bays and the body corporate board of trustees shall be entitled to recover from the owners such equal portions of the expenses as relate to the parking bays in respect of which they enjoy the exclusive right of use.
- 2.5 The owners upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shade ports or other structures on the parking bay areas.

## **3. MOTOR VEHICLE, USE OF DRIVEWAYS AND PARKING AREAS**

- 3.1 Owners or occupiers of sections shall ensure that their visitors and guests:
  - 3.1.1. observe all signs on the roads of the common property;
  - 3.1.2. do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the body corporate board of trustees not to be in the interest of safety; and



- 3.1.3. not allow any unlicensed person to drive any vehicle within the common property.
- 3.2 Hooters shall not be sounded within the common property other than in the case of an emergency.
- 3.3 Vehicles may be parked only on such areas of the common property as are specifically indicated and approved by the body corporate for that purpose, and in such a way that the flow of traffic and/or access to and ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 3.4 Vehicles that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the body corporate board of trustees, and with their prior written consent.
- 3.5 The body corporate board of trustees may cause to be removed or towed away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- 3.6 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.
- 3.7 All vehicles which are illegally parked or parked in contravention of these rules shall be clamped or towed away and a fine as determined by the body corporate board of trustees, in their sole discretion, shall be levied.
- 3.8 Parking of vehicles upon the common property shall be subject to the express conditions that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle being parked on the common property.
- 3.9 An owner may not without the written consent of the body corporate board of trustees, which consent shall not be unreasonably withheld, let his/her parking bay or his/her rights therein.



#### **4. ADVERTISING SIGNS**

Owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property, including the common property, and/or any section without the prior written permission of the body corporate board of trustees which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).<sup>1</sup>

#### **5. SECURITY**

- 5.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems including CCTV cameras and access card systems.
- 5.2 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.
- 5.3 Resident-access cards may not be used by any person other than an owner or occupier of a section.
- 5.4 Domestic workers must be registered by the owner or occupier concerned for purposes of a domestic worker access card, the costs of which registration and card shall be borne by the owner or occupier concerned.

#### **6. BARBEQUE/BRAAI FACILITIES**

- 6.1 An owner or occupier of a section shall not be entitled to barbeque/braai on the balcony/patio, exclusive use area or common property, unless such owner or occupier uses a built-in-braai with an appropriate chimney or other smokeless barbeque/braai facilities approved in writing by the body corporate board of trustees.
- 6.2 The body corporate board of trustees shall be entitled, in their sole discretion, to from time to time withdraw any approval as contemplated in clause 6.1 above.

#### **7. M-NET/SATELLITE TV**

- 7.1 An owner or occupier of a section who wishes to connect to the satellite dishes installed or to be installed for their benefit shall be



allowed to install the relevant decoder equipment to receive M-NET and/or satellite TV, on condition that the owner or occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the body corporate board of trustees with the relevant service provider.

- 7.2 No owner or occupier of a section shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other section unless this is done with the written consent of the body corporate board of trustees.

## **8. PETS**

- 8.1 An owner or occupier of a section shall be entitled to keep the following animals without the prior approval of the trustees of the body corporate being required:
- 8.1.1. no more than one small dog or one cat with a standing height of no more than 30 centimetres, which height shall be measured from the floor to the top of the highest point on the relevant animal's back.
- 8.2 All and any other pets may only be kept with the prior written approval of the trustees of the body corporate subject to such reasonable conditions as may be prescribed by the body corporate board of trustees.
- 8.3 Owners or occupiers keeping pets permitted in terms hereof shall ensure that such pet(s) do not foul the corridors, entrance or any other part of the common property or otherwise cause any nuisance to other owners or occupiers.
- 8.4 The trustees of the body corporate shall be entitled to revoke an owner or occupier's entitlement in terms of clause 8.1 above in the event that such pets, at the discretion of the body corporate board of trustees, become a nuisance to the other owners or occupiers, or to withdraw an approval given in term of clause 8.2 above in the event of a breach of such conditions as may be prescribed.

## **9. COMMON FACILITIES**

- 9.1 The common facilities on the common property including (but not limited to) the swimming pools, fitness centre, are primarily for the use



of owners and occupiers of sections, provided that the board of trustees shall be entitled, in their sole discretion, to allow the general public access to any of the facilities as they deem fit.

- 9.2 Owners and/or occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number at any time is not such so as to prejudice the comfort, enjoyment or conveniences of other owners and/or occupiers wishing to make use of the facilities.
- 9.3 Rowdy and boisterous behaviour and excessive noise shall not be permitted and quiet shall be observed between 22h00 and 08h00. The body corporate board of trustees shall be entitled to prohibit any owner and/or their children, visitors or guests from the use of the facilities in the event of a breach of these rules and/or any rules and/or other regulations made by the board of trustees in terms of paragraph 9.6 below.
- 9.4 All owners and/or occupiers using facilities shall ensure that the facilities are left in a clean and neat condition after their use thereof and shall be liable for the replacement of any furniture or equipment damaged or lost during such usage.
- 9.5 The use of the facilities shall be entirely at own risk, and neither the body corporate nor the board of trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities, and each owner and occupier hereby indemnifies and holds harmless the body corporate, the board of trustees and their employees/service providers against any claims of any of their respective family members, visitors and/or guests against the body corporate and/or the board of trustees and/or their employees/service providers in respect of any harm, loss and/or damage sustained in the course of, incidental to or in connection with using the facilities.
- 9.6 The board of trustees may from time to time make rules and other regulations with regards to the use of the facilities including (but not limited to) the access and times of access to the facilities.
- 9.7 The trustees shall be entitled, in their sole discretion:
  - 9.7.1 to enter into agreements with third parties in regard to the management and operation of any of the facilities;



- 9.7.2. to lease out any of the facilities for the benefit of owners and/or the general public.

## **10. CANALS**

- 10.1 The canals may be used for rowing boats provided that:
- 10.1.1. the trustees shall, in their sole discretion, be entitled to make rules in regard to the use of the canals including access and timing of access: and
  - 10.1.2. any use of the canals shall be subject to the provisions of the articles of association (including any rules and regulations made hereunder) of the Century City Property Owners Association.
  - 10.1.3. Swimming in the canals shall not be permitted.

## **11. REFUSE DISPOSAL**

An owner or occupier of a section shall:

- 11.1 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 board of trustees in writing;
- 11.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 11.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the board of trustees;
- 11.4 when the refuse has been collected, promptly return such receptacle to his section or other are referred to in paragraph 11.1 above.

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

- 12.1 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 board of trustees.
- 12.2 Notwithstanding clause 12.1 above, an owner or person authorised by him, may install:



- 12.2.1. any locking device, safety gate, burglar bars or other safety device for the protection of his section: or
- 12.2.2. any screen or other device to prevent the entry of animals or insects: provided that the board of trustees have first approved in writing the nature and design of the device and the manner of its installation.

### **13. APPEARANCE FROM OUTSIDE**

An 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 when viewed from the outside of the section.

### **14. LITTERING**

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.

### **15. LAUNDRY**

- 15.1 The laundry areas shall be only for the use of owners of occupiers of sections.
- 15.2 The trustees shall, in their sole discretion, be entitled to enter into an agreement with a laundry operator in respect of the lease of laundry premises and the operation of the laundry.
- 15.3 An owner or occupier of a section shall not, without the consent in writing of the board of 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.

### **16. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any material, or do, 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.





## **17. LETTING OF UNITS**

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.

## **18. 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 board of trustees and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, and repair to 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.

## **19. CENTURY CITY PROPERTY OWNERS ASSOCIATION**

All owners and/or occupiers of sections shall be bound by and shall ensure that they do not contravene the articles of association (including any rules and/or regulations made hereunder) of the Century City Property Owners Association insofar as they relate to the conduct of landowners and/or their tenants/occupiers, family, visitors and staff.

## **20. BREACH**

- 20.1 In the event of an owner committing any breach of any of the provisions of the management and/or conduct rules of The Island Club body corporate from time to time, and failing to remedy such breach within 3 days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or
- 20.2 committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the management and/or conduct rules of The Island Club body corporate which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid at any time after due notice in writing has been given to the owner requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;



- 20.3 the body corporate board of trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner or occupier, to take such action as may be available to it or them, either to enforce the relevant provision of the rules, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the body corporate board of trustees, all without prejudice to any other rights that may lie against the defaulting owner or occupier for the recovery of any damages or loss which the body corporate or any other owner or occupier may suffer as a result of such breach and/or failure to remedy the same.
- 20.4 In the event of the body corporate instituting any legal action or proceedings against an owner as a result of any breach of the management or conduct rules of The Island Club body corporate or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Cape Law Society from time to time.

## **21. IMPOSITION OF PENALTIES (in addition to Clause 20 BREACH)**

- 21.1 If the conduct of an owner or an occupier of a section or his visitors constitutes a nuisance in the opinion of the board of trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a management or conduct rule of The Island Club, the Trustees may furnish the owner and occupier (if applicable) with a written notice which may in the discretion of the Trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he/she or his/her occupier or visitor persists in such a conduct or contravention, a penalty will be imposed on him/her.
- 21.2 If the owner, occupier or visitor nevertheless persists in that particular conduct or in the contravention of that particular rule, the board of trustees may convene a meeting of Trustees to discuss the matter and to impose a penalty.
- 21.3 A written notice by which he/she is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier (if applicable) at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier (if applicable) must be given the



opportunity to present his case, but except in so far as may be permitted by the chairperson, he may not participate in the affairs of or voting at the meeting.

- 21.4 After the owner or occupier has been given the opportunity to present his case, the board of trustees may by way of a special trustees resolution (75% of the trustees present a meeting with a minimum of four trustees), impose upon the owner an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 21.5 Any penalties imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the owner has been notified at the imposition of the penalty, be added to the owner's levy account and claimed and recovered as part of the monthly levy payable by the owner, subject to interest at the rate applicable to levies, and subject to the recovery of attorney and own client costs and expenses, as in the case of levies.
- 21.6 The board of trustees may, from time to time, determine the amount of the initial and subsequent penalties.
- 21.7 Notwithstanding sub-rules (1) to (6), in suitable circumstances the board of trustees may apply to a Court having jurisdiction, for an order or interdict if an owner or occupier contravenes, breaches, disobeys or disregards these Rules.

