

**BODY CORPORATE  
CHANTRY POINT CONDUCT RULES**

**1. PREAMBLE**

1.1 In terms of the said rules, the Trustees are empowered to make CONDUCT RULES from time to time subject to any restriction imposed or direction given at general meetings and provided they do not conflict with the Sectional Titles Act and are reasonable.

1.2 The Trustees have adopted the following rules as CONDUCT RULES in terms of the powers referred to in clause 1.1. above and in conjunction with the "Rules of Ilala Ridge III Management Association.

**2. APPLICABILITY**

2.1 These Rules shall apply to all owners, residents, tenants, and all other persons anywhere on the premises of CHANTRY POINT at the invitation, direction or control and care of such owner and reference in these Rules to "owners" shall include such aforementioned persons and must be construed accordingly.

2.2 It shall be the duty of the owner of any section to ensure that all persons present on the premises of CHANTRY POINT at the invitation or direction or under the care and control of such owner shall comply with the rules.

**3. BASIC CONSIDERATIONS**

The right to enjoy the general external appearances of the buildings and grounds of the complex is the common right of all owners. The owners of sections should accordingly not do anything which could materially alter the general appearance without first referring the matter to the Trustees.

**4. IMPROVEMENTS AND ALTERATIONS TO PROPERTY**

4.1 Except as is provided hereunder, no improvements or alterations shall be made by any owner to the external portion of his/her section or exclusive use area or common property without prior consent of the Trustees.

**4.2 AIR CONDITIONERS**

Permission shall be required from the Trustees to install any air conditioner, and, in such an event, they may make such conditions as they deem appropriate.

Applications for permission to install any air conditioner must include full details of the proposed installations.

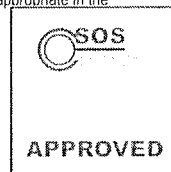
**4.3 Burglar Guards**

Burglar Guards and safety doors may not be fitted in such a manner that they protrude beyond the boundaries of the walls of any section.

**4.4 Internal Improvements**

Internal improvements which require the destruction or partial destruction of any internal wall or support column may not be carried out without prior permission of the Trustees, who may make such conditions as are considered appropriate in the particular circumstances.

**4.5 Compliance with Improvements Rules**



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Failure to comply with any of the rules under this section will render the Owner liable to make good any damage caused, directly or indirectly, as a result of such work or to compensate the Body Corporate for any remedial work required to make good such damage caused.

5. **MAINTENANCE**

5.1 An owner of a section shall be responsible for maintenance of his/her section including all internal maintenance. The owner shall also be responsible for replacing faulty globes on all light fittings attached to the external walls of their units.

5.2 No owner shall neglect to repair within 7 days any windowpane broken from whatsoever cause to any section which the member is entitled to occupy.

5.3 An owner who has fitted an air-conditioning unit shall be required to keep his unit in a state of good repair to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of a particular air-conditioning unit, the owner of such a unit should have it repaired to the satisfaction of the Trustees. The repairs shall be done at the expense of the owner who shall have no claim for compensation whatsoever. The member once given approval for installing air conditioning unit/ any addition has the legal obligation to maintain that fixture. Where a member is not maintaining the scheme, the BC must give the member notice and a reasonable period to affect those repairs. Failure to do so will result in the BC may make an application in terms of section 39(6) of the CSOS Act.

5.4 Gardens on the common property shall be under the control and responsibility of the Trustees who may delegate such function to a person, or persons approved by them.

5.5 No owner shall neglect to make good any damage caused to any part of the common property by the owner, his family, tenant, invitees, pets or guest or any other person over which the member has control.

5.6 The onus is upon the owner to ensure that their garden fence is in good repair and painted.

6. **LEVIES**

6.1 The monthly levy as determined from time to time in respect of Sections shall be payable in advance on or before the first day of each month to the Managing Agents. Failure to pay this on time monthly may result in the full annual payment.

6.2 Any Owner's levy account shown as in arrears on the monthly statement for longer than two months shall be handed over to the Body Corporate' Attorneys for collection and interest/penalties shall be payable by the owner at Standard Bank's prime rate of interest from due date of payment as reflected on the monthly statement of account.

6.3 Any amount due by an owner whether by way of a levy or for any other reason whatsoever shall be a debit due by him to the Body Corporate and an owner consents to the jurisdiction of the Magistrate's Court in connection with any action arising out of or in connection with rules and agrees that in the event of an attorney being instructed in connection with any matter against him that the member will be liable for reasonable legal cost in line with prescribed management rule 25(4) and 25(5). All legal costs must be taxed before being added to the levy statement. Further the Owner shall be liable for any charges debited by the Managing Agents in respect of their attempts to collect the said overdue amount.

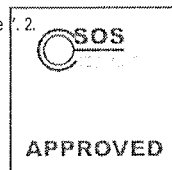
6.4 The obligation of an owner to pay levies shall cease upon the date of transfer of the section from such owner's name save for any arrear levies payable to date of such transfer.

7. **PETS**

7.1 An owner or occupier of a section shall not, without the prior consent in writing of the Trustees, keep any animal, reptile, or bird in a section or on the common property.

7.2 When granting such approval, the Trustees may prescribe any reasonable condition.

7.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule 7.2.

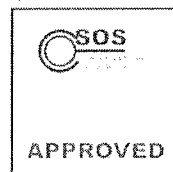


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- 7.4 In the event of approval being withdrawn in terms of sub rule 3 Trustees shall have the right to request any animal, reptile, or bird to be removed from CHANTRY POINT.
- 7.5 Pet owners are responsible for any damage caused to other owners, tenants, residents' sections, or common property by their pets.
- 7.6 All pet owners are to ensure that all veterinary certificates are supplied to the managing agent prior to accommodating the pet. The annual inoculation confirmation and related vets' certificate must be forwarded to the managing agent.

8. **VEHICLES**

- 8.1 No resident shall park or stand any vehicle upon the common property, other than in the numbered parking bay allocated to their unit.
- 8.1.1 Residents may not knowingly allow vehicles of visitors (persons living outside Chantry Point), to park in a bay allocated to another unit.
- 8.1.2 The maximum number of vehicles allowed into Chantry Point per unit and at any one time, is three. This includes vehicles of both residents and visitors. However, if the unit's garage has been modified to reduce its parking capacity to less than two, the maximum number of vehicles shall be reduced accordingly. All vehicles that cannot be legally accommodated in Chantry Point must park outside the complex.
- 8.1.3 Short term temporary parking close and parallel to the garage door will be allowed, subject to the following restrictions:
  - 8.1.3.1 Residents may not park in such a way as to obstruct the common property, or the entrance of another unit or the garage of another unit.
  - 8.1.3.2 Residents may not knowingly allow visitors to park in such a way as to obstruct the common property, or the entrance of another unit or the garage of another unit.
  - 8.1.3.3 The maximum time considered as short-term parking is 3 hours outside the garage.
- 8.2 Any vehicle as per 8.2 above, in addition to the fines as detailed under clause 15.2.4, shall be subject to a further fine, as determined from time to time, (R200 at present).
- 8.3 Caravans, boats, and trailers may not park on any part of the common property other than on owner's own parking area. Such property shall not protrude beyond the confines of the boundary of such parking bay.
- 8.4 Commercial vehicles over 2 tons may not enter the complex.
- 8.5 The use of parking areas and garages for the storage of goods is prohibited.
- 8.6 Body Corporate shall not be responsible for any loss or damage arising from any persons or vehicle using the parking areas.
- 8.7 Owners of sections shall ensure that their vehicles do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 8.8 No owner shall be permitted to dismantle or affect mechanical repairs to any vehicle on any portion of the common property, or exclusive use area or in a section without the prior written consent of the Trustees.



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8.9. Washing of motor cars may be carried out on common property. However, it must be noted that it is against these CONDUCT RULES and safety regulations to use fire hoses or fire hydrants for any purpose other than that of fighting fires.

8.10. All vehicles shall be driven at not more than 10 km per hour on the common property and no unnecessary hooting is permitted. Drivers must observe traffic arrows and signs.

9. **OCCUPATION**

9.1 All sections shall be used as private residential dwellings only and no section shall be used for the purpose of carrying out any business or profession, or for any purpose other than that for which it is intended, namely, a residential dwelling.

9.2 The maximum number of persons who may reside in or occupy a section which is described as a residential section on the sectional plan of the body corporate shall be according to the table below. A greater number shall only be allowed with the prior written approval of the Trustees who shall have the right on behalf of Body Corporate to evict those people occupying the section in excess of the table below.

TYPE OF SECTION	NUMBER OF PERSONS
3 Bedroom	6

9.3 No business, profession or trade may be conducted on common property or from individual sections. This rule will not be construed to prohibit the use of studies for purposes of work provided they are not used habitually or usually for the purposes of consultation with customers or clients.

9.4 Removals and Moving in or out of the complex may only take place as stipulated below, NO exceptions will be made: -

MONDAY – FRIDAY	8 am – 5 pm
SATURDAY	8 am – 5 pm
SUNDAY	9 am – 4 pm

9.5 Garages to house motor vehicles only. In terms of municipal by-laws, garages are never to be used for human habitation. It is prohibited to convert garages as an extension of living area.

9.6 All furniture and personal items must be stored inside the unit within seven (7) days from date of occupancy. Garages may not be used as storage space.

10. **GENERAL BEHAVIOUR**

Communal living such as exists at CHANTRY POINT demands co-operative courtesy amongst all occupants. People should be mindful that sound carries and echoes at night. Conversations and music outside on the balconies and patios after 10pm could be annoying to neighbours. Reasonable quiet should be maintained during the follow hours:

Monday – Thursday	10 pm to 7 am the next morning
Friday – Saturday	11 pm to 9 am the next morning
Sundays	2 pm to 4 pm and 10pm to 7am



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Notwithstanding the above, any building works, alterations or maintenance may only be affected between the hours of 8 am to 5 pm weekdays and between 9 am and 4 pm on Saturdays and shall not in any circumstance be affected at any other time, particularly on Sundays and Public Holidays.

- 10.1 Children are not permitted to play on the roads and parking areas. Children must use the designated playing area within the Ilala Ridge estate.
- 10.2 The Body Corporate shall not be responsible for any loss or damage arising out of accidents occurring from children playing on the common property or anywhere else within the confines of CHANTRY POINT.
- 10.3 The parents of resident children will be required to repair or remedy forthwith, at their own expense, any damage to property in CHANTRY POINT caused by or in consequence of any act of their children or children's friends.
- 10.4 Body Corporate does not accept any responsibility for any loss, damage or injury that may occur because of noncompliance with these rules.
- 10.5 No owner shall cause or permit to be caused such conduct of whatsoever nature upon the premises whether inside or outside his section, which shall constitute or cause a nuisance, noise, or disturbance to any other owners.
- 10.6 What constitutes nuisance, noise or a disturbance shall be at the sole discretion of the Trustees or anyone acting under their authority and any decision thereby made shall be final.

**11. PROHIBITED ACTIVITIES**

- 11.1 Residents shall not commit nor permit any act which would increase the hazard of fire or have the effect of increasing the insurance premium (eg. Storage of inflammable liquids, tampering or overloading of electrical circuits etc). The storage or use of a gas stove shall not be permitted without the prior written consent of the Trustees. Any damage arising to the common property out of the breach of this sub clause shall be paid for by the said owner.
- 11.2 Residents shall take reasonable precautions to ensure that damage to other sections is not caused by water points in their sections. Stop cocks to section water connections should accordingly be closed if a section is to be left unattended for periods in excess of 7 days.
- 11.3 No Estate Agents signs or other business signs are permitted on the common property other than Estate Agents Showhouse signs, which may be placed on or attached to the common property only on the day that the particular unit to which they refer is actually on show.
- 11.4 Clothing or laundry shall not be hung to dry or aired in or out of windows nor may it overhang from a balcony. Clothing or laundry should not be visible from the complex road or Umhlanga Drive.
- 11.5 NO "ball games", skateboarding, cycling or quad bikes etc shall be allowed on the common property/driveways etc.

**12. USAGE**

- 12.1 All prospective tenants must be for a period of not less than 6 months. It is the obligation of the owner to arrange that a copy of the rules is signed BEFORE the tenant occupies the unit.
- 12.2 Owners letting their section must incorporate a clause in the Lease Agreement to the effect that the tenant will abide by the Rules and Regulations of the Body Corporate. Nothing shall, however, absolve the owner of his responsibilities and obligations to the Body Corporate embodied in these CONDUCT RULES notwithstanding the fact that such owner does not reside or occupy his or her section at the time.
- 12.3 Owners letting their sections must ensure that these Rules form part of the Lease Agreement and must make known the fact to their tenant that any breach of the Rules could terminate the Lease. Tenants MUST sign to acknowledge receipt of these rules. (Form Attached "TENANT'S UNDERTAKING AND PARTICULARS")

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- 12.4 Tenants will be required to sign an acknowledgment when signing their Lease Agreement, to the effect that they will abide by these Rules. Such acknowledgment shall be delivered to the Trustees within seven days of the signature of the Lease Agreement. This is to be attended to prior to occupancy.
- 12.5 Owners letting their sections shall notify the Managing agents of their physical address. Should owners change the address they must notify the Managing Agents within seven days of such a change. Such physical address shall be the domicilium citandi et executandi for all purposes of the owner. In the absence of such notification the section owned by the owner shall be the owner's domicilium citandi et executandi for all purposes.

13. **REFUSE/SEWERAGE DISPOSAL**

An owner/Resident of a section shall: -

- 13.1 Not handle refuse, contrary to the regulations of the City Council e.g., broken glass must be wrapped in a double layer of newspaper and no garden refuse for Corporation collections.
- 13.2 Not leave refuse on any portion of the common property or elsewhere whether in a container or not, except in the demarcated area.
- 13.3 Not allow their refuse to litter the complex.
- 13.4 Not discard items which could cause the sewerage system to block. Workmen MAY NOT discard cement or any building waste etc into the unit's drains or toilets. **Your careful vigilance is requested.**

14. **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 Agents, 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 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.

15. **BREACH**

- 15.1 On behalf of Body Corporate the Trustees are entitled at their discretion to impose penalties on those persons who fail to comply with these CONDUCT RULES and to take whatever legal steps are necessary to ensure compliance. Any appropriate legal action may be instituted in the Magistrate's Court notwithstanding the fact that the value of the dispute exceeds the jurisdiction of the Magistrate's Court but without prejudice to the rights of the Trustees, to institute action in the Supreme Court. The Body Corporate will be entitled to recover all their costs and expenses.
- 15.2 Without prejudice to the foregoing and without limiting the rights of the Body Corporate or the Trustees, the procedure to be followed by the Trustees for the time being shall be as follows:
  - 15.2.1 All notices of noncompliance and fines to be imposed on the owner, **other than offences under Section 8 Vehicles**, will be in writing and delivered by hand to the owner's unit. A copy, where possible, will also be sent to the owner by email. In the event that the **offender is a tenant**, the notice will be delivered by hand to the tenant's unit. A copy of this notice will also be sent, where possible, by email to the owner.

In the case of offences under **Section 8 Vehicles**, all notices of noncompliance and fines to be imposed on the owner, will be attached to the windscreen of the offending vehicle. A copy, where possible, will also be sent to the owner by email. In the event that the **offender is a tenant**, the notice will be attached to the windscreen of the offending vehicle. A copy of this notice will also be sent, where possible, by email to the owner.

- 15.2.2 All fines shall be imposed on the **owner** of the unit, even if the offender is a tenant. Such monies will be collected by the Managing Agent on behalf of Body Corporate and a receipt issued.



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15.2.3 The trustees shall be entitled to impose fines for any and each breach referred to in the Conduct Rules. The table below shall serve as a guideline for the imposing of fines.

Offence	Fine
Technical breach without malice, premeditation, or due consideration	R 500.00
Non-compliance	R 750 .00
Blatant Disregard	R 1 500.00

15.2.4 Notwithstanding the above table, fines for breaches UNDER RULE 8 VEHICLES shall be for the first offence be given a warning, followed by a penalty of R500.00 and the offender shall have one hour to comply and avoid the penalty. Failure to comply within 24 hours from the time the notice was issued will incur an additional fine of R1500.00 for Blatant Disregard.

Repeat offences of the same offence UNDER RULE 8 VEHICLES, a fine of R500 will be imposed but no further time to comply will be given. Failure to comply within 24 hours of the time the notice was issued, will incur an additional fine of R1500.00 for Blatant Disregard.

15.2.5 ALL OTHER NOTICES shall be for the first offence, R500.00 and the offender shall have 24 hours to comply and avoid the penalty. Failure to comply within 48 hours from the time the notice was issued will incur an additional fine of R1500.00 for Blatant Disregard.

Repeat offences of the same offence, a fine of R500 will be imposed but NO further time to comply will be given. Failure to comply within 24 hours of the time the notice was issued, will incur an additional fine of R1000 for Blatant Disregard.

15.2.6 In the event the owner fails or refuses to pay any fine, legal action in accordance with Rule 15.1, will be taken to recover the debt.

16. GENERAL

16.1 Owners are responsible for the behaviour of their domestic staff and must ensure that they adhere strictly to CONDUCT RULES.

16.2 No domestic staff shall be housed on the property without prior written permission of the Trustees having been obtained.

16.3 Any Owner wishing to complain about noncompliance with these rules shall do so in writing to the Trustees, c/o the Managing Agents. Such complaints shall be addressed to the Managing Agents.

16.4 An Owner receiving a verbal or written complaint from a Trustee with respect to noncompliance of the CONDUCT RULES shall comply with the directions of the Trustee within the period specified by the Trustee.

16.5 All Owners, tenants and visitors should at all times consider the rights of other people in the complex.

16.6 All persons and vehicles entering Chantry Point, do so at their own risk.

17. These CONDUCT RULES shall apply with retrospective effect from the date of commencement of the Body Corporate.

18. FIREWORKS and FIREARMS

The lighting or letting off of Fireworks is prohibited. The discharging of firearms is prohibited.

19. EXCLUSIVE USE AREAS

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19.1 In terms of section 27A of the Sectional Titles Act 95 of 1986, the following rights of exclusive use and enjoyment of parts of the common property have been created and conferred on owners:

(i) Parking Bays:

The right of exclusive use of the parking bays is conferred on the owner(s) of the sections.

The holder of a right of exclusive use of a parking bay ("the owner") shall be entitled to erect a carport on such parking bay, with the prior written consent of the Trustees, and which carport must conform to the style and design as approved by the Ilala Phase 111 Management Company and is to be installed by a service provider approved in writing by the Trustees.

In the event of any two or more owners whose parking bays are situated next to each other agreeing to jointly erect a carport which covers and is erected across all of such parking bays, the responsibility and liability of each owner in terms of this rule shall be joint and several.

19.2 No structure or improvement may be erected on an exclusive use area except with the prior written consent of the Trustees. The cost of the supply and installation of an approved structure or improvement is entirely on the account of the owner.

19.3 Any structure or improvement installed in contravention of the Sectional Titles Act 95 of 1986 or of these Rules shall be removed and the area restored to its prior condition, at the cost of the owner. Should the owner fail to remove and restore, despite written demand, the Trustees may cause the removal and restoration, and the owner shall be liable to reimburse to the Body Corporate all costs incurred as a result thereof.

19.4 The owner is responsible for the maintenance and repair of the exclusive use area and of any structure or improvement erected thereon. The owner shall be responsible for insuring any such structure or improvement and for the costs thereof.

19.5 Any owner wishing to install a carport at a later stage will still be entitled to the above rights.



**TENANT'S UNDERTAKING AND PARTICULARS**

**According to Rules 12.3 and 12.4**

To The Board of Trustees

CHANNERY POINT Body Corporate

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with



Dear Sirs,

In consideration of my being permitted to occupy UNIT No \_\_\_\_\_ and Parking Bay No \_\_\_\_\_ at CHANTRY POINT, I/AWE hereby undertake to observe and conform with and be bound by:

**The requirements of the Conduct Rules.**

I undertake that not more than a total of \_\_\_\_\_ persons will reside in the aforesaid Unit.

**Please Furnish the following information.**

Full Name (BLOCK LETTERS).....  
If a CC or Company. Name of Contact.....  
Present Physical Address.....  
Present Postal Address.....  
Tel Number Work.....  
Cell Number: .....

Email Address .....

ID Number/Passport Number..... Nationality .....

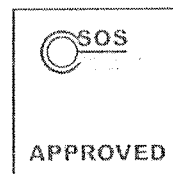
Date of Occupation ..... Date Lease Expires.....

Name and Tel Number of Letting Agent.....

I confirm receipt of the Conduct Rules and the correctness of the above information.

Yours faithfully

Date : \_\_\_\_\_ Signature.....



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# CERTIFICATE

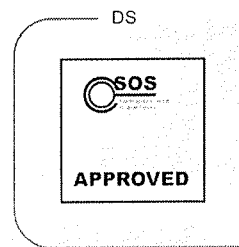
SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)  
CERTIFICATE IN TERMS OF SECTION 10(5) (b)

Scheme Registration Number: REG/16/KZN/002622

1. I, the undersigned, Kedibone Phetla, in my capacity as the Acting Chief Ombud, acting in terms of section 10 (5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011) hereby certify that, -
2. At a meeting held on the 12<sup>th</sup> of August 2024, the scheme ratified a special resolution approving the amendments of the Conduct Rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme

**CHANTRY POINT**

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UNIT NUMBER	PLAN PARKING BAY NUMBER
1	31
2	32
3	33
4	34
5	14
6	15
7	24
8	25
9	16
10	17
11	18
12	21
13	28
14	29
15	27
16	26
17	13
18	12
19	22
20	20
21	30
22	19
23	11
24	10
25	9
26	8
27	7
28	6
29	5
30	1
31	2
32	3

Plan parking bays not drawn to scale

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