

CHINTSA BAY CONDUCT RULES

First presented to owners A.G.M. 2001 – confirmed 2002/3/4

House rules / Guidelines for extensions of Sections and granting of rights to exclusive use areas

Amended – April 2005

1. These building guidelines will apply to the extension of sections incorporating common property for the following purposes only.

1a. Extending a section in terms of Section 24 of the Sectional Titles Act 1986.

1b. Conferring rights to exclusive use areas to owners in terms of Section 27 and 27a of the Sectional Title Act. (“Any other dealings with common property” will still have to be considered separately by the Body Corporate at a meeting to be held for this purpose.)

2. An owner who wishes to extend his section or who wishes to acquire a right to the exclusive use of any part of the common property, will be required to submit his application to the secretary / Trustees.

3.

2a. The application will have to be accompanied by a sketch plan to scale of the proposed extension and / or proposed exclusive use area. The nature of any proposed improvements will have to be clearly defined / and materials to be used, as well as the exact extent of the affected land. Applicants are however advised not to incur the expense of proper building plans until the proposal has in principle been approved by the trustees.

2b. Any application in terms of 2a hereof by the applicant must be accompanied by signed letters of approval from the applicant’s neighbours or the body corporate (which may not be unreasonably withheld). Neighbours who are not in favour are required to submit their objection in writing to the trustees.

2.b.1 In the event that the trustees do not have a mandate from the body corporate to approve or disapprove the above the applicant will be required to approach all owners for approval of the proposal submitted by them.

2.b.2 The outcome of 2.b.1 must then be submitted to the trustees.

2c. The secretary will as soon as reasonably possible inform the applicant in writing of the outcome of the application referred to in 2a & 2b above.

2d. No structural alterations, whether by extending the existing section, or by improving the proposed exclusive use area, may be affected until proper building plans have been submitted to the secretary and have been approved by:

2.d.1 The trustees of the body corporate / committee/ third party to whom this function has been assigned, and consent from bond holders must be obtained if the extension of the section deviates by more than 5%.

2.d.2 The Great Kei municipality or its successor in title. (“a copy of which written approval must be handed to the secretary”). Owners are obligated to follow the requirements of the Great Kei municipality. It is not the responsibility of the trustees to obtain the applications forms from Great Kei municipality. The Great Kei municipality require a payment of R±400-00 which is their fee in lieu of your application plan approval. Further you are required to supply the Great Kei municipality with a copy of the letter of consent from the trustees. In the case of an extension to a section, in terms of section 24 of the act, the building inspector will advise the course of action.

2.e Four plans are to be submitted to the Great Kei municipality, or its successor in title, duly signed by the all trustees, signifying their approval.

2.f In the event of the sectional title plan having to be altered or an exclusive use plan having to be drawn as a result of the approval of the application, the applicant will be required to pay the estimated costs thereof and costs ancillary thereto in advance:

2.f.1 The applicant who intends to have the sectional title plan amended is required to pay the estimated costs thereof for services to be rendered by the body corporate’s land surveyor, and or the attorney acting on behalf of the body corporate. The body corporate will deposit the monies in the bank account designated, ensuring the amendment of the sectional title plan.

- 2.g The compensation to be paid to the body corporate in consideration of acquiring common property will be that as determined by the body corporate from time to time. The amount per square meter must be paid in advance.
- 2.h The trustees will then inform the surveyor in writing that funds are available prior to amending the plan. (History has shown that unless this action is taken, the responsibility to ensure the amendment is carried out, becomes a burden to the trustees.)
- 2.i The camp manager of the body corporate, must be advised of the expected date of commencement and / or the delivery of material. The camp manager will advise the applicant or builder on a need to know basis, of any instructions, or restrictions in place.
- 2.j All building alterations or other work to the common property must cease by the 1 December up to the 2nd week in January. Restrictions of building construction and other work on sections is to be applied during school holidays, public holidays and long weekends. These may be negotiable. Contact the camp manager and the letting agent.
- 2.k The trustees reserve the right to withdraw approval, unless all the conditions are fulfilled. (Refer to the A.G.M. December 1994.) (No changes can be made until all procedures are fulfilled under threat of serious financial penalty.) **ONLY THEREAFTER MAY CONSTRUCTION BEGIN.**
3. Further procedures – distinction to be made between extension of schemes, exclusive use areas, depicted on the sectional plan and exclusive use areas 27a, reserved in the management rules.
- 3.1 Extension of a section in terms of section 24 of the sectional titles act. As soon as the construction process has been completed, the applicant shall forthwith:
- 3.1.a Advise the body corporate's land surveyor accordingly and furnish him with a copy of the building plans together with the consent from the body corporate by way of a letter from the trustees, which will only be issued after compliance with all the above.
- 3.1.b The land surveyor will then prepare an amended sectional plan for approval by the Surveyor General. Once approved the plan will be furnished to the body corporate's conveyancer to enable the registration process in the Deeds Office to be effected. The land surveyor may decide to hold back the preparation of/preparation of the amended sectional plans with a view to incorporate the extension of two or more sections into the same set of plans, so as to reduce costs in so far as possible.
- 3.2 Exclusive use areas depicted on the section plan in terms of section 27 (2) of the Sectional Titles Act. (The title Deed is issued by the Deeds registry, and shown on a Sectional Plan known as a Certificate of Real Right, which may be bonded.)
- 3.2.a As soon as an applicant has been advised by the secretary of outcome of his application, he will advise the body corporate's conveyancer accordingly and furnish him with the consent of body corporate by way of a letter from the trustees, which letter will only be issued after compliance of the above.
- 3.2.b The land surveyor will then prepare an amended sectional plan for approval by the surveyor general. Once approved, the plans will be furnished to be body corporate's conveyancer, to enable the registration process in the Deed's Office to be executed.
- 3.3 Reservation of Exclusive Use Areas in terms of Section 27A MR. (The Deeds Registry: issues no Title deed for exclusive use rights conferred in terms of rules. It is important to note that the owner has the right to convert the area to a registered EUA, providing he or she pays all the costs involved in the conversion).
- 3.3a If the applicant has elected not to have his EUA depicted on the sectional plan, but rather in an endeavour to reduce costs, to have the same reserved in the management rules, he will furnish the land surveyor with a copy of the sketch plan depicting his EUA in terms of the management rules of the body corporate, and he shall advise the body corporate conveyancer and furnish him with the following:
- 3.3.b A letter from the trustees that a rule has been passed in terms of section 27 A in respect of the EUA.
- 3.3.c A layout plan to scale, clearly indicating:
- 3.3.d the locality distinctively marking off the EUA and enjoyment parts and
- 3.3.e the purpose for which the EUA may be used and a schedule indicating to which section each such part is allocated.

3.3.f The conveyancer will then notify the registrar of deeds of the amendment of the management rules.

4. Financial Implications

4.1 All costs pertaining to the extension of a section and / or reservation of an EUA, including survey and legal costs as well as any other ancillary costs pertaining thereto will be borne by the applicant.

4.2 In the event of the body corporate incurring any costs or expense as a result of the granting of the EUA in terms of 3.1 and 3.2 above, then the owner shall be required to pay the aforesaid costs, or pay a levy towards the costs. In the event of the owner not properly maintaining the EUA referred to 3.1 and 3.2 above, the body corporate may incur the costs to so maintain the area and recover the said costs from the owner, plus an additional 25% administration fee.

4.3 Please note! “no construction may commence” and no registration of an extension of a section or any EUA will be permitted until the full purchase price has been paid (inclusive of Surveyors Fees).

GENERAL PRINCIPLES

All applicants will have to comply with the following criteria:

1. No threat to essential services such as electricity, water and sewage.
2. Neighbours to suffer no significant loss of privacy or nuisance of what ever nature, including, but not restricted to, noise, odour, storm water / water disposal etc.
3. Alterations and extensions must be aesthetically pleasing and in keeping with the standards and general architecture of the resort.
3.a Colour of outside walls – white or beige, roofs – green as noted.
4. As was already mentioned, all costs of whatever nature pertaining to the application (and the implementation thereof) will be for the applicant. There should be no expense whatsoever to the body corporate / trustees.
5. On completion of construction, all rubble must be removed and the common property shall be cleared, grass replanted, ensuring that the contractor “make good” and the area restored. The building site must be cleared within 5 days of completion. The trustees reserve the right to make good the area and claim expenses incurred to restore the common property.
- 5.a A deposit of R.....(to be advised) is payable in advance by the owner prior to commencement to cover costs of the body corporate if required to clean the area by which is refundable after inspection of the area on completion of building renovations.
6. The decision of the trustees, as the executive organ of the body corporate will be final. In taking their decision, the trustees shall take into account but shall not be limited to, the above criteria.
7. Unless specifically authorized to do so in terms of the act, or the rules of the scheme an owner may not alter a part of the common property without the consent of every owner in the scheme. (see definition of CP). All common property is jointly owned by the owners.
8. R.....(to be determined from time to time) shall be payable to the body corporate in compensation in respect of common property acquired for the extension of a section or for an EUA.
9. No alterations to the exterior of any section may be carried out without the written consent from the trustees (e.g. doors, windows, awnings, plumbing) All changes to sections must conform with the standard set.
10. All electrical work, may only be done by a qualified contractor. A certificate of compliance must be supplied to the secretary on completion.
11. If any owner fails to comply with the guidelines, the trustees shall notify the party concerned, to remove / demolish the structure within 7 days of notice. Alternatively, the trustees reserve the right to remove or demolish the structure. All costs pertaining to the said removal will be for the account of the offernder.

ENQUIRIES PLEASE CONTACT

Mr Mike Medcalf: Reference: Land Surveyor

Nzelenzele, Preston & Medcalf

P O Box 19345

Tecoma

5214

Phone no: 043 722 2935 or fax: 043 722 0743

Great Kei Municipality (contact: Building Control Officer)

P O Box 21

(Mr W Heaton - Cell: 082 552 9237

Komga

Ph : 043 831 1325

4950

or 043 748 5050 Fax: 043 748 4743)

Any alterations of sections, structural and additions which are not approved by the Municipality, can and will result in a penalty of a heavy fine upwards of R... together with the owner facing the possibility of the forced demolition of the structure.

The mandate given to the trustees to grant approval of extensions of sections and exclusive use rights is to be reviewed consecutively at annual general meetings of the body corporate. The interest of the resort as a whole will at all times be decisive. The management rules of the sectional title act prohibit the body corporate from sanctioning anything which will affect the harmonious appearance of the scheme. Please take note no legal document may be signed by one trustee only. The trustees will seek legal action if necessary if rules are violated.

Memo to owners – Extension of Sections.

Read the guidelines of the body corporate carefully.

1. Consult with your neighbour.
2. Letter of approval to be obtained from the body corporate/neighbour/trustees and bond holders if necessary.
3. Pay all monies due prior to submitting plans to the Great Kei municipality.
4. Submit architect plans to the Great Kei municipality.
5. Supply copies of documentation to the trustees for their records.

An owner who wants to extend his section should make sure the necessary special resolution has been taken.

The extension of a section requires the authorization of a special resolution. The extension of a section may or may not involve the erection of additional buildings. If a section is to be extended so as to include an adjacent common property the extension will affect the participation quotas allocated to all sections. This applies to any extension which infringes onto common property and can include balconies, patios and terraces including vertical extensions. If the extensions of the section causes a deviation of more than five per cent in the participation quota of any section in the scheme then the consents of the holders of bonds over other sections are required. The owner whose section is to be extended will be responsible for all matters relating to the amendment, including costs involved and other matters relating to the sectional plan being amended and registered. Ensuring the participation quotas are re-calculated and the amendments registered on the sectional plan at the Deeds Office.

All details are to be supplied to the trustees for their records.

Cintsa Bay Holiday Resort Conduct rules – further

1. No more than the number of persons for which the unit is designed to accommodate, shall occupy the unit, ie occupants may not exceed number of beds provided in the unit.
2. No more than two vehicles per unit to be parked on the common property. A speed limit of 10km per hour is to be strictly adhered to within the complex. No vehicle exceeding 3000kg is permitted entry to the complex. No music to be played from vehicles for entertainment outside cottages. Visitors parking is provided at the back of the complex.
3. No caravans, tents or gazebos may be erected on common property adjacent to any unit.
4. Please consider your neighbours by keeping noise and music levels to a minimum.
5. No occupant shall store any hazardous material in the buildings or on the common property which may jeopardize any fire insurance policy covering the buildings controlled by the Cintsa Bay Holiday Resort Body Corporate. Stricly no fireworks/crackers are allowed in the complex. Formal charges will be laid against anyone disregarding this rule.
6. The use of firearms is strictly prohibited.
7. All rubbish must be placed in the rubbish bins outside each unit. The bins are to be lined with plastic refuse bag for removal by staff. Broken glass or bottles are to be securely wrapped to avoid injury to staff. If no bin in place, the Body Corporate will purchase and charge the owner accordingly.
8. Fish are not to be cleaned within the complex.
9. The swimming pool will only be used between 8am and 7pm in such a manner that will not create a disturbance to occupants of units in close proximity and
 - a) Children under the age of 10 years to be supervised by an adult at all times
 - b) No dangerous or unruly behaviour in or around the pool
 - c) No glass or alcohol permitted in the pool area
 - d) No dogs allowed in the pool area
10. No vehicles (bicycles, 4 wheelers or other) are allowed to be driven/ridden through between the units causing a disturbance to occupants.
11. Under no circumstances are holiday makers allowed any dogs, cats or other animals in the complex. Only owners with written permission from trustees are allowed a small dog or bird. The trustees will not unreasonably withhold permission to have a pet as long as it does not cause a disturbance and must be on a leash if on the premises. All dog poo must be picked up by the unit owner as soon as possible.
12. The Cintsa Bay Holiday Resort Body Corporate will not be held responsible for loss, damages or injury occurred in or around the complex.
13. The Body Corporate request that in your own interest you close the windows and lock the doors to your unit in the event of you going to the beach/city.
14. Owners/residents shall not litter the common property by throwing any rubbish, including dirt, cigarette butts, food scraps or any other rubbish onto the lawns or gardens.
15. Owners/residents shall not erect their own washing lines, nor hang any washing or laundry over the walls of common property or patio walls of any unit.
16. Owners/residents shall take responsibility of the supervision of their children at all times. Children shall not damage plants, signs or playground equipment and shall not enter an unoccupied unit, climb on any roof or patio walls of units, complex perimeter walls or pool perimeter walls.
17. Owners/residents are to ensure that their families/visitors do not damage any pool equipment, walling, common property or the property/gardens of other owners. Should such damage occur, the Body Corporate will have the right to repair such damage at the owner/residents cost.
18. Please use water sparingly. The use of hosepipes is to be used by the staff only. The complex relies solely on borehole water.
19. All tenants of sections and other persons granted rights of occupancy by any owner of the relevant sections are obliged to comply with these conduct rules.
20. If any discs are lost, please notify cottage 27 or 28 as this is a security risk.
21. A permanent owner may apply to the trustees in writing to have a garden in front of their cottage, however, the unit owner will be responsible for the upkeep of the garden. Failing to maintain the garden will result in the removal of the garden in question.
22. Should any of the above rules be violated, the owner concerned will face possible penalties in the form of written warnings as determined by the Cintsa Bay Body Corporate.