

## Conduct Rules

*In terms of section 10(2) (b) of the Sectional Title Schemes Management Act no. 8 of 2011*

**May 2018**

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## **INTRODUCTION TO THE CONDUCT RULES FOR THE WITFIELD RIDGE**

Whether you are an owner or a tenant we all remain a member of our community and have a responsibility towards our neighbours, the buildings and the equipment of the Complex. Therefore we are all encouraged to co-operate at all times and to promote good neighbourliness for the benefit and enjoyment of all residents.

- 1) The Conduct Rules of Witfield Ridge, which are set out below, are binding of all owners and all persons occupying any Unit, who, in turn are responsible for ensuring that members of their family and their tenants, invitees, domestic and contract worker/s comply with them. The owner of the Unit shall be responsible to ensure that his/her tenant are in possession of the approved conduct rules and ensure that they comply with the mat all times.
- 2) Happy and satisfying community living is only achieved when owners and tenants use and enjoy their Units and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and consideration by owners and tenants for each person on the property will greatly assist in achieving a happy community.
- 3) In the event of annoyance, aggravation or complaints occurring between owners and/or tenants, efforts should be made by the parties concerned to settle the matter between them. This should be done with consideration and tolerance. If however, such problems cannot be resolved between the parties, only then should the matter be brought to the notice of the Trustees, in writing, who will then arbitrate on the dispute. The Trustees may require that a complaint is submitted to them in the form of an affidavit before they consider it. Repeated friction between the same parties will not be tolerated.
- 4) All complaints must be lodged in writing and sent to the Managing Agent. A sincere endeavour will be made to meet such complaints as long as the legal rights of the other Residents are not affected.
- 5) In the event of any conflict between the CONDUCT RULES and the SECTIONAL TITLE RULES, the SECTIONAL TITLE RULES shall prevail.
- 6) Notwithstanding the manner in which the clauses in these CONDUCT RULES have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be in full force and effect. For the purpose these Rules the term "clause" shall include all sub-clauses.
- 7) The Board of Trustees may amend, or add to, the Conduct Rules from time to time in accordance with the Sectional Titles Act.
- 8) Tenants are the responsibility of their respective Owners.

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## **A. INTRODUCTION**

**Happy and satisfying community living is achieved when residents use and enjoy their sections and the common property in such a manner that they show respect for the rights of other persons lawfully on the property. Compliance with these Conduct Rules and general consideration by residents for each other is essential in this regard.**

Owners who let their units are advised to incorporate these CONDUCT RULES in their tenancy agreements.

It is the responsibility of the owner to ensure that their tenant/s abide by the rules, and all breaches of these rules by tenants shall be reported to the owner, who shall be held responsible therefore.

Owners who sell their units shall inform prospective purchasers of the existence of these Rules, and if requested, supply such prospective purchasers with a copy of these Rules.

Owners shall ensure that their domestic employees abide by these Rules and must incorporate these rules into their individual contracts of employment.

Any requests and / or complaints by owners of sections pertaining to common property in connection with these Rules or any cause for concern, must be referred in writing to the Trustees, or alternatively to the Caretaker who shall forward it to the Trustees.

## **B. APPLICABILITY**

- 1) The Conduct Rules, the provisions of section 13 of the Sectional Titles Schemes Management Act no. 8 of 2011 shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- 2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.
- 3) Should any damages be caused by or penalties (fines) be imposed on any of the persons referred to in sub-rule (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines) imposed. The owners concerned may further be held liable for damages, penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owners levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.
- 4) The trustee's decision regarding any matter with regards to these Rules shall be binding.

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## C. PURPOSE

- 1) These conduct Rules must be reasonable and apply equally to all owners of units, and aims to promote the peaceful, harmonized and pleasant community of all owners and occupants, to ensure that good standards are maintained of the appearance of the buildings, structure and gardens and to prevent any behavior that will harm the community or life-standards of the owners' or occupants' or that might have a negative influence on the value of buildings or facilities.
- 2) The regulation of the use of amenities for the benefit of all residents.

## D. DEFINITIONS

At the interpretation of these Rules, unless it appears otherwise out of the context:

- 1) "**Communal property**" means all lawns, buildings, facilities and grounds on the outside of all units and sections of occupants that also includes exclusive use area.
- 2) "**Chief Ombud**" means the chief ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 3) "**CSOSA**" means the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 4) "**BODY CORPORATE**" includes the association of owners brought into being following the establishment of a Body Corporate in terms of the Sectional Titles Act of 1986.
- 5) "**Owner**" means the registered owner(s) of a unit and he shall be responsible for the members of his family, his servants, workers, guests and his occupants.
- 6) "**STA**" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force there under;
- 7) "**STSMA**" means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011);
- 8) "**Trustee Board**" mean the trustees chosen in accordance with article 4 of the Management Rules.
- 9) "**Trustees**" also include an alternate trustee.
- 10) "**Unit/Section**" means the unit that is registered in the owners' name.
- 11) "**Residents**" include an occupant who may be the Owner or the Lessee/tenant.
- 12) "**Exclusive use area**" means a unit or units of the communal property for the exclusive use by an owner or owners' of one or more than one unit like intended in article 27 of the act.

## E. INTERPETATION

- 1) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 2) Unless the context clearly indicates a contrary intention:
  - (a). the singular shall include the plural and vice versa; and
  - (b). a reference to any one gender shall include the other gender; and
  - (C). a reference to natural person includes juristic person, trusts and partnerships and vice versa.
- 3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such words an expression in such Rule.
- 4) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, Sectional Title Scheme Management Act, 8 of 2011 and the Community Schemes Ombud Service Act, 9 of 2011, shall in all Conduct Rules bear in meaning that has been assigned to them, unless inconsistent with the context.

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- 5) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 6) Where numbers are express in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

## **F. DIRECTIVES**

- 1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- 2) The Directives shall not be in conflict with any Management or Conduct Rule.
- 3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorized to create further Conduct Rules through their issuing of Directives.

## **G. GUIDELINES**

- 1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions (structures) referred to in Conduct Rule 4. The Guidelines may contain specifications and sketch plans as to the nature, design, material, colours, and manner of installation required to ensure uniformity of construction of structures referred to in Conduct Rule 4.
- 2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees and occupants of sections upon the trustees.
- 3) Unless the existing Guidelines were approved by the members by ordinary resolution majority at the meeting at which these Conduct Rules were adopted, the Guidelines shall be so adopted at any subsequent annual or special general meeting.
- 4) At every annual general meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the members by ordinary resolution majority, with or without amendment.

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# CONDUCT RULES

## SECTION 10(2) (b) OF THE SECTIONAL TITLE SCHEMES MANAGEMENT ACT 8 2011

### 1 ANIMALS, REPTILES AND BIRDS

- 1) Due to the agents' selling units to pet owners the body corporate is forced to accept and grant only **OWNERS** who have pets to keep their current house bound pets (small cats and small dogs- not higher than 30 cm) and no additional pets. Tenants with pets will be given 30 days to remove their pets from the premises as it's not a pet friendly complex. Unfortunately big pets are not acceptable.
- 2) Only one (1) small sized healthy pet per unit is allowed. Only neutered/sprayed dogs and cats will be allowed (proof from a practising vet to be provided before application is granted).
- 3) No animal, reptile, birds or pet may be kept in or on any unit or common property without the written permission of the Board of Trustees. Such permission can be summarily withdrawn at any time by means of written notice to the pet owner, giving a period of seven (7) days to remove such a pet or animal from the premises, failing which such a pet may be removed by the SPCA at the request of the trustees and the trustees may hold the owner concerned liable for costs thereof.
- 4) A fish tank/bowl will be allowed inside a unit.
- 5) No visitors are allowed to bring pets, animals, birds, reptiles onto the premises.
- 6) No aviaries, kennels or other like accommodation for pets may be sited on any place where it may be in view from any position of the common property or sections.
- 7) It will be at the discretion of the Trustees to allow pets on the premises.
- 8) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (1).
- 9) All pets need to be registered with the Trustees/Managing Agent in the "Pet Register".
- 10) All pets are to be properly controlled and NOT permitted on common property. Pets are not to be allowed to roam around other units.
- 11) no pets are allowed to be left unattended on the common property;
- 12) Owners shall ensure that their animals do not foul any private or common property, urinate against buildings or vehicles, nor cause a nuisance or excessive noise to any other owner or occupier; the trustees shall in their sole discretion determine what constitutes a nuisance.
- 13) All pets must have collars and identification tags (unit and phone number). Pets found roaming on the common property and/or resident property, will be removed and taken to the SPCA.
- 14) The premises shall not be used to breed any animal/pets whatsoever and owners to provide a copy of the neutered certificate to the Managing Agent/Trustees.
- 15) Owners shall ensure that their pets do not cause unnecessary noise, nuisance or disturbance to other occupiers of sections during the hours 8pm-6:30am on weekdays and from 3pm-8am on weekends and public holidays. Should this pet be found to cause any undue noise, the permission to keep it may be withdrawn.
- 16) No birds or any other living animal or any creature on, in or around the unit or premises will be killed or disturbed on any way whatsoever unless such animal is of a threat to any person or living creature on the property.

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- 17) An owner shall be liable for any damage or injury caused by his pet to any person or part of the common property, exclusive use area or a section or to any items, plants or structures thereon.

## **2 REFUSE DISPOSAL**

- 1) An owner, lessee or occupier of a sectional shall:
- (a) Maintain in an hygienic and dry condition, a receptacle for refuse within his unit, his exclusive use area or on such part of the common property as may be authorized by the trustees in writing;
  - (b) Ensure that before refuse is placed in a refuse container (yellow skip bins) on any such area, it is securely wrapped in suitable, strong plastic bags (black refuse bags), which refuse bags are properly sealed before being placed into a refuse container;
  - (c) Ensure in case of tins or other containers, that they are completely drained, before being deposited into a refuse bag;
  - (d) Ensure that the sealed refuse bags are placed inside the yellow skip bins and not left lying around the bin area.
  - (e) Comply with any Directives imposed by the Trustees from time to time regarding the disposal of refuse.
- 2) No owner, lessee or occupier of a section shall allow any part of his or her section to become unsanitary, accumulated with rubbish, a danger to health or otherwise dirty or untidy.
- 3) No rubbish or refuse may be left on any portion of the common property or in any section where it would be visible from other sections or the common property and / or would constitute a health hazard. Such offenders must be reported immediately to the Managing Agent/Trustees, and they will be liable for prosecution. Occupants or owners shall instruct their children, visitors and workers of this rule and shall use their best endeavour to ensure that it is complied with.
- 4) Sanitary items and any foreign matter should not be flushed through the sewerage systems. Such items are to be placed in a sealed plastic bag and put in resident's refuse receptacle.
- 5) Cigarette ends and other objects may not be thrown from the windows or anywhere from or onto common property.
- 6) Sealed refuse bags may be left outside the kitchen or front doors of the units, no earlier than 19:00 but be removed by the next day 12:00.
- 7) No parking in front of the municipality bin area/skips at any time.
- 8) No playing, hanging out or smoking in the bin area.
- 9) The owner or occupier shall be held responsible for any infringement of these rules.

## **3 VEHICLES, USE OF DRIVEWAYS & PARKING AREAS**

- 1) Owners, Occupiers and Visitors shall not drive at high speed and shall keep proper lookout for other Motor Vehicles and pedestrians when driving their Motor Vehicles on the Common Property.
- 2) Vehicles of residents to be parked on their designated exclusive use parking bays, and visitors may only park on such areas as are specifically demarcated for that purpose.
- 3) Vehicles of residents shall be parked in carports at all times so as to leave manoeuvring space for access to neighbouring carports. No double parking/parking behind another car is allowed.
- 4) Residents are responsible to ensure that their visitors park in the correct place, and do not cause any obstruction either in relation to carports, or otherwise.



- 5) Visitors must find parking outside the complex if there is no vacant visitor's parking bays available. Residents may not use the areas designated as visitors parking on a permanent basis.
- 6) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- 7) The trustees may cause to be removed or towed away, if parked for a period in excess of seven (7) days, at the risk and expense of the owner of the vehicle, and/or any vehicle parked, standing or abandoned on the common property without the trustees' consent.
- 8) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- 9) No owner or occupier shall be permitted to dismantle or effect major repairs or for re-sale purposes to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 10) Owners and tenants of a section within Witfield Ridge will operate their vehicle, and the vehicles of their visitors and guests, with the utmost care within Witfield Ridge, and vehicles producing excessive noise or are a nuisance will be prohibited from entering Witfield Ridge.
- 11) No caravan, trailer, boat, truck or any other vehicle may be parked on an exclusive use area (all parking bay) or on any other part of the common property without the consent of the Trustees in writing. Vehicles who's mass or whose length exceeds the length or width of the defined parking/carport must procure suitable parking outside the complex.
- 12) No all-terrain vehicles (quad bikes) may be used on common property.
- 13) The parking of vehicles upon the common property is subject to the express condition 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 its employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked on the common property.
- 14) No owner, lessee or occupier shall be permitted to dismantle or effect major repairs to any vehicle or service any vehicle on any portion of the common property.
- 15) No owner, lessee or occupier shall allow any unlicensed person to drive any vehicle within the common property. No joyriding or children on laps are permitted.
- 16) No owner, lessee or occupier shall be allowed to reside or sleep in a vehicle, or on any part of the common property or exclusive use area.
- 17) Owners and occupiers sections may only wash their vehicles in the exclusive use area parking bays allocated to their respective sections or on such other areas as designated by the trustees from time to time.
- 18) Residents must observe the right of way rule and give preference to vehicles entering the parking area.
- 19) Vehicle hooters may not be sounded within the common property other than in emergencies.
- 20) Bicycles, motorcycles, tricycles, roller skates etc, may not be left on any portion of the common property.
- 21) No minibuses are permitted to enter the main gate and passengers must meet taxis outside the complex gate.
- 22) The parking rights of occupants are restricted to the garaging in the areas specifically designated for this purpose and in particular no parking is allowed on demarcated areas i.e. yellow or black painted lines. Nor shall any vehicle be parked in front of a fire hose/hydrant. Failure to comply with this ruling may cause the vehicle to be towed away at the expense of the vehicle owner concerned. Additional parking may be made

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available for rental, these areas will be specifically identified and cannot be used by anyone except the paid up renter. See annexure for costs.

- 23) An owner, lessee or occupier who is in breach or non-compliance with the provisions of these Rules, or any Directives issued in terms thereof, may be subjected to the imposition of a penalty or penalties. See annexure for costs.

#### **4 DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS**

##### **GENERAL**

- 1) It is recorded that the exterior of sections, including windows and doors, security gates, roofs, paving in front of the units are part of the common property and that as such, (save as provided in the Act, the Management Rules and these Rules), no owner, lessee or occupier may alter, damage, improve or add thereto in any manner. These buildings are single entity, consisting of uniform sections.
- No person except under authority of the trustees shall remove any plant or tree from the common areas or plant any plant or tree in such are without the consent of the trustees.

##### **MINOR ALTERATIONS**

- 2) As far as minor alterations, 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 trustees.
- 3) Notwithstanding sub-rule (2), an owner or person authorized by him or her, may install: -
- (a). Any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
  - (b) any screen or other device to prevent the entry of animals or insects;

Provided that the Trustees have first approved the nature and design of the device and the manner of its installation.

- 4) An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, this includes, but is not limited to, any paintings or objects such as numbers, name plates, external burglar proofing bars and similar without the prior written consent of the Trustees, who may attach reasonable conditions to their consents. However only one television aerial and satellite dish are allowed per unit, subject to the specifications imposed by the Trustees. No air conditioning units protruding beyond the outside of the building may be installed may be attached to a building.
- 5) A request for the trustees' consent or approval contemplated in sub-rules (2), (3) or (4), must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 6) The Trustees' consent as contemplated in this Rule may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the item, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 14 (fourteen) days after written notice to remove given by the Trustees, the Trustees may have same removed at the risk and expense of the owner concerned, who shall have no



recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.

- 7) All security gates and burglar proofing installed in an opening or part of a common property must comply with the following:
  - (a). all gates be painted in the standard colour of the common property.
  - (b). must be according to specifications as laid down by the body corporate. See annexure.
  - (c). If other types are installed must be removed as they form part of the common property at the cost of the owner.

## **STRUCTURAL ALTERATIONS**

- 8) Any structural alteration affecting a section and the common property, and alterations or work to plumbing, electrical installations or conduits, may only be carried out after: -
  - (a) compliance with all relevant provisions of the Act and the Rules;
  - (b) obtaining the written approval of the local authority, if applicable;
  - (c) obtaining the written consent of the Trustees, which may be accompanied by conditions.
- 9) All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- 10) Whereas an owner may effect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the Trustees, who may impose conditions.
- 11) Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings, for this reason any enclosure of a stoep, balcony or the construction of a wooden fence shall be regarded as a structural alteration for the purposes of this Rule.
- 12) The Trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The Trustees may request that a report by a structural engineer or architect be furnished. A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.

## **INTERNAL ALTERATIONS**

- 13) In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section.
  - (a) A notification to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees.
  - (b) The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.
  - (c) A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

## ALL ALTERATIONS

- 14) In respect of all work done at the instance of an owner of a section, the following shall apply: -
- (a) The owner shall liaise with the Trustees, or with the person nominated by the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
  - (b) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines.
  - (c) The owner accepts responsibility, and shall be liable to the Body Corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
  - (d) The electricity supply of the Body Corporate may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the owner.
  - (e) Any work done in pursuance of this Rule and involving noise, must be done on weekdays between 08h00 and 18h00, or between 09h00 and 13h00 on Saturdays, but not at all on Sundays.
  - (f) Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any.
  - (g) Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Trustees.
  - (h) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, Trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account.
  - (i) The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- 15) In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, the owner shall obtain such approval, permit or consent before commencing with the work.
- 16) Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by him or her (and his or her successors in title) in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Trustees or the managing agent on their behalf the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 17) For the purposes of this Rule, the Trustees shall have the discretion to decide what constitutes a 'minor alteration,' 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- 18) If an owner (or person authorised by him or her) effects any work referred to in this Rule without obtaining the Trustees' consent, or fail to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or

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should an owner in any other way contravene any of these sub-rules, the Trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 14 (fourteen) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the Body Corporate or its Trustees, employees or contractors for any damage resulting therefrom.

- 19) No owner, lessee or occupier of a section shall erect any tent or other temporary structure on a garden or elsewhere on the common property without the written consent of the Trustees who may prescribe any reasonable conditions. The Trustees may withdraw such approval in the event of any breach of their conditions, in which event the owner, lessee or occupier shall remove such tent or other structure at his or her own costs.
- 20) Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees.
- 21) No contractor will be allowed in the building without the trustees been notified and approved the alterations or repairs.
- 22) No decorations, signs or advertisements may be attached to a section. The exterior of a flat may not be painted or otherwise treaded.

## **5 APPEARANCE FROM OUTSIDE**

- 1) The 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 or undesirable when viewed from the outside of the section.
- 2) Residents must adhere to the approved colour standards in respect of burglar proofing, front doors, security gates and awnings. These standards are available upon request to the Trustees.
- 3) No unsightly products of a domestic or ablution nature or any other unsightly items shall be placed in the windows along the passages and corridors.
- 4) Residents are responsible for the maintenance and painting of the interior of the units.
- 5) Owners, lessees and occupiers of sections must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings of curtains, and blinds when viewed from outside, must be acceptable to the Trustees in their discretion.
- 6) Owners or occupiers, their visitors or guests, may not loiter or leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to passages, landings and walkways must be kept clear at all times.
- 7) An owner, lessee or occupier of a section shall keep the windows of his or her unit clean (on the inside and outside for ground floor and only inside for first floor) at all times at his or her own costs. First floor windows will be washed by the garden service once every 3 (three) months on the outside only.
- 8) Any broken windows shall be replaced by the owner of a unit within 14 (fourteen) days of the breakage.
- 9) With regard to patio furniture, it shall be limited to typical, conventional makes of tables, chairs or benches that have been specifically designed for exterior use. The use of the white plastic patio furniture is recommended, but the Trustees may in their discretion allow other types of conventional outdoor furniture in white, black, brown, grey or stained wood.
- 10) The trustees may issue further Directives pertaining to this Rule.

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## **6 BALCONIES AND PATIOS**

- 1) With regard to pot plants, the emphasis is on good quality, well-maintained pots, and a reasonable number of pot plants. Whilst the pot plants on the upstairs balconies should be equipped with catchment trays, in order to avoid water nuisance to the occupiers of the unit below.
- 2) The trustees may issue further Directives pertaining to this Rule.
- 3) Cleaning of balconies to be done by mop or sponge so as to prevent excess chemical and water overflowing onto units below.
- 4) Maintenance and waterproofing of balconies and patios remain the responsibility of the owner. Failure to maintain this causing resultant damage to other units will be at the responsible owner's expense.

## **7 SIGNS AND NOTICES**

- 1) No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section or distributed on the common property, without the written consent of the trustees first having been obtained.
- 2) The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written consent having been obtained or in the event of non-compliance with the imposed conditions. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the owner, lessee or occupier concerned, who shall have no claim against the Body Corporate or the Trustees as a result of their functions performed in terms of this provision.
- 3) No auction or jumble sale may be held on the common property or in a unit without the prior written permission of the trustees.

## **8 LAUNDRY AND WASHING**

- 1) Washing/laundry MAY NOT be hung over balcony railings, garden fence, on the grass in the window, paving walkway, parking lot or on any part of the property. Domestic workers are to be instructed accordingly.
- 2) Only washing lines and clothes horse approved by trustees are acceptable to be used on the balconies and patios. See annexure.
- 3) An owner or tenant of a unit may not, without the consent in writing of the trustees, erect own washing lines and if gone and erected the wrong type it will have to be removed at the owners cost.
- 4) No towels, mats, carpets, curtains or anything are to be hung over the landings, balconies or walls to dry. Carpets and mats shall not be shaken, dusted or beaten over balconies or through windows.

## **9 LITTERING**

- 1) Subject to Conduct Rule 2, an owner, lessee 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. In particular, no material or objects may be thrown out of windows or from balconies.
- 2) Any owner or occupier, child, visitor of a unit shall not spit or relieve in any common areas.

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## **10 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 1) An owner, lessee or occupier of a section shall not store any inflammable material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may cause an increase of the premium payable by the Body Corporate on any insurance policy.
- 2) No firearms, pallet guns may be discharged in a section or any part of the common property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- 3) No stones or other hard objects may be thrown or propelled on the common property.

## **11 BRAAIING ON TERRACES, YARDS AND GARDENS**

No open fires are permitted on balconies, terraces, yards or gardens, and owners and occupiers are not to leave braais unattended at all times. Owners and occupiers are permitted to use Weber type braais, charcoal burners or similar braai devices.

## **12 LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS**

- 1) Should any owner who is lawfully entitled to do so, wish to let or lease their unit or allow any change in the occupation thereof, shall, prior to doing so be obliged, as a condition precedent thereto, to advise the trustees and Managing Agent of his intentions to lease the unit. The owner remains responsible for the repayment of levies in advance and the water within the unit.
- 2) All tenants of Sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with These Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 3) The standard lease will encompass all terms and conditions usual to such a document as well as the conduct rules and regulations. The following clause must be included in the lease: 'It is recorded that premises are part of a unit of a Sectional Title Scheme and that the building and land are controlled, managed and administered subject to the provision of the Sectional Title Act 95 of 1986, by means for the control, management, administration, use and enjoyment of units and the common property.'
- 4) Names, proof of identification (i.e. passport or south African Identity Book) and proof of residence (i.e. valid visa, temporary residence permit, residence permit and valid asylum seeker documents.), telephone numbers of occupants other than the registered owner/s must be supplied to the trustees by the owner concerned within 14 days the occupants taking residence in the unit. The owner must also provide the duration of the lease agreement.
- 5) Owners shall ensure that These Rules and the conditions contained in the other documents are incorporated into their lease agreements as an annexure and the owner is responsible for the conduct of their tenant.

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- 6) An owner or tenant, who lets, sub-lets or otherwise grants occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:
- (a) A written lease agreement must be concluded with the tenant;

- (b) Copies of the Conduct Rules and the other documents must be attached to and be incorporated into the lease agreement as a provision of the lease agreement;

The following provisions must be incorporated into the lease agreement:

- (i) The tenant hereby acknowledges that Witfield Ridge Sectional Title Scheme is a residential scheme and that he and the occupiers of the apartment will be bound by the provisions of the Conduct Rules of Witfield Ridge Body Corporate.
- (ii) The tenant further acknowledges that the Trustees have the power to impose penalties in respect of contraventions of the Conduct Rules and that other remedies are available to the Body Corporate in terms of the Conduct Rules.
- (iii) Copies of the Conduct Rules and the Management Rules must be placed inside the leased Section at a prominent position.
- (c) No Owner or tenant or his letting agent may give occupation of the Section to any person until all the provisions of sub-rules (a) to (d) above have been complied with.
- (d) A copy of the lease agreement must be submitted to the Trustees or the managing agent upon their request.
- 7) Owners shall ensure that their Agents comply with the provisions of These Rules, failing which they will be precluded from letting out apartments in the Scheme.
- 8) No owner, tenant (lessee) or occupier of a section shall allow more than two persons per bedroom to reside in a section at any one time. For purposes of this sub-rule "bedrooms" shall include all rooms originally built for such purpose and shall not include other rooms or areas subsequently converted into bedrooms.
- 9) Any damages caused, by the tenant, to the common property will be the responsibility of the owner of the unit.
- 10) Under no circumstances whatsoever may a unit be utilized for any business activity which has not been approved by the trustees in writing.

## **13 ERADICATION OF PESTS AND HEALTH REGULATIONS**

- 1) An owner shall keep his or her section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his or her 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, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section that may be damaged by any such pests shall be borne by the owner of the section concerned.



- 2) Each owner, lessee or occupier of a section is responsible to ensure that activities inside his or her section or on the common property comply with all municipal health regulations and that no danger or risk is created or allowed to the health, safety or property of other occupiers of sections or other persons legitimately present on the premises.

## **14 NOISE AND/OR NUISANCE AND ANTI-SOCIAL BEHAVIOR**

- 1) No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.
- 2) All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees. Particularly on Sundays and between the hours of 21h00 and 07h00 on weekdays, 22h00 and 07h00 on Saturdays, owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property.
- 3) Especially after 22h00, noise levels should be reasonably reduced, whilst quietness should be maintained in sections and on the common property between the hours 24h00 and 07h00.
- 4) No parties shall be held in any common area.
- 5) Occupants are responsible to advise their neighbours in advance when excessive noise from parties or in any other manner is expected in their section.
- 6) The horns of motor vehicles may not be sounded at any time on the common property, entrance area except as a warning of imminent danger in the case of an emergency.
- 7) Playing of loud music when entering the complex – the security guard on duty must make a note of the vehicle registration number and unit number and the trustees shall enforce the rules and apply the necessary fine.
- 8) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 9) No firearms or pellet guns may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
- 10) Building / renovating activities causing a noise are only allowed to take place on Mondays to Fridays between 08h00 to 13h00 and 14h00 to 16h30 and on Saturdays from 09:00 to 13:00. Any such activities are not allowed to take place on Sundays or Public Holidays.
- 11) No hobbies or any other activities of recurring character, causing undue noise or nuisance to other residents may be conducted, such as stripping and repairs to motor vehicles.
- 12) The noise levels of parties must not cause any disturbance to other residents and if an complaint is received the level of noise must be reduced to an acceptable level.
- 13) Residence and their visitors are requested to keep noise levels down to a minimum when using the stairs, parking and pathways.
- 14) All owners and occupants and tenants are to be adequately clothed when venturing onto common property.
- 15) No smoking or drinking in common areas is allowed.
- 16) No language or behaviour in a manner likely to cause offence or embarrassment to staff, service provider, children, owners or occupiers of units is permitted.
- 17) Occupants shall ensure that their visitors and children comply with these rules.

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- 18) The trustees may issue further Directives pertaining to this Rule and failing to follow these rules may lead to police being called and penalties charged against the owner or occupant of the unit.

## **15 SECURITY, SAFETY AND RISK**

- 1) The right of admission to Witfield Ridge is at all times reserved and at own risk.
- 2) Owners, lessees and occupiers of sections must at all times ensure that the security and safety of other occupiers and their property are preserved, and in particular must: -
  - (a) comply with any security measures and Directives imposed from time to time by the Trustees, including the security measures of Witfield Ridge.
  - (b) report any criminal incidents to the police and then the Trustees as soon as possible after the event.
- 3) **INDEMNITY**-All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.
- 4) The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 5) Only the designated security personnel, the Witfield Ridge trustees or the Managing Agent are allowed in the Guard house.
- 6) No visitors or domestic workers shall be permitted to enter the complex without first identifying themselves and signing in the visitors' book.
- 7) All residents must acquaint their workers/and children and visitors with the security rules so as to avoid any kind of irritation between them and the security guards.
- 8) For security reasons, residents should advise the security guards of all deliveries, domestic workers and workmen who are expected to be granted access to the premises.
- 9) No owner or occupier shall interfere with the duties of the security and remove the security from their post at any time except in the case of an emergency.
- 10) At night switch on the lights of the car when entering and exiting the exit together with the light inside the car for identification purposes.
- 11) If you have visitors arriving after 23:00 please come and fetch them from the gate for safety reasons.
- 12) The security are not there for performing specific duties of any tenant or occupier and should not be required to do so.

## **16 COMPLAINTS**

All complaints, requests, suggestions and disputes, must be in writing and be addressed to the Managing Agent and be submitted to them. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the Chief Ombud.

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## **17 SEWER AND WATER PIPES**

- 1) Any blockage in sewer and water pipes which serve one unit only, i.e. within a unit or between a unit and pipes which serve other units is the responsibility of the owner or tenant of the unit concerned and the cost of cleaning the blockage will be the account of such owner or tenant. Foreign objects such as nappies, newspaper, sanitary towels, and toys etc, should not be flushed down the toilets.
- 2) With regards to the above, the trustees may, if deemed fit, penalise such owner or tenant if the above is not complied with.

## **18 VISITORS AND OCCUPANT EMPLOYEES**

- 1) Residents of units are liable for the conduct of their visitors and employees, they must ensure that all rules; whether in terms of the Act, or these conduct rules are properly adhered to.
- 2) Employees may not sell alcohol, be in possession of alcohol or be drunk on the complex.
- 3) No visitors allowed for employees working on the premises save for the live in staff after 21:00.

## **19 POSTAGE**

Post is delivered at the guard house and owners or occupants can collect the post there with the assistance of the guards.

## **20 MOVING IN AND OUT OF THE COMPLEX**

- 1) Residence leaving or moving into the complex, either by themselves or engaging furniture removers, must ensure maximum size of the removal vehicle allowed in complex is 2 tons.
- 2) Residents must take special care when moving into or out of the building, that they do not cause damage to the passage walls, passage floors, entrance foyer, stairs, or any other portion of the common property. The area used when moving into or out of the building will be inspected by the security/trustees, in order to ascertain whether any damage has been caused by the resident moving in or out of the building. Residents shall be liable for any damage whatsoever caused by themselves or their movers.
- 3) In the event of it being discovered that any portion of the common property has been damaged, in any manner whatsoever, due to a resident moving into or out of the building, a report in respect thereof shall be submitted to the owner of the unit concerned, and the owner shall be responsible for the costs of repairing any such damage.
- 4) Residents and or tenants are to advise the trustees at least two days prior to moving in or out of the building, in order for the relevant arrangements to be made and inspections carried out.
- 5) Moving in and out must be conducted Monday- Sunday between 07:00-19:00.

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## **21 CHILDREN**

**Children are subject to the Conduct Rules in the same manner as adults. Some of these rules will be enforced after the play area has been done.**

- 1) Residents must supervise their children, and those of their guests, to ensure that no damage is caused or nuisance created. In particular, children may not interfere or tamper with the lifts, gates, fire hose reels, plants, decorations, nameplates, lights, sewer pipes or other equipment or any portion of common property whatsoever.
- 2) Residents are at all times responsible for the acts of their or their visitors' children on any part of the property and will be held responsible for any damage caused by such children.
- 3) Children may not ride tricycles, bicycles, roller skates and skate-boards etc, on the common property and may not play in the passages of the common property, lifts, stairways and parking garage or on the roof area.
- 4) Children may not play in the guardhouse or the entrance of the complex.
- 5) NO ball games are permitted on the common property especially around the units.
- 6) The use of soapbox cars, skateboards, bicycles, etc, is strictly prohibited on the common property.
- 7) Children must take care not to damage plants and flowers while playing on the common property.

## **22 FIRE PROTECTION**

- 1) Firefighter equipment situated on the premises shall not be used for any purpose whatsoever other than for the extinguishing of fire. It is a criminal offence to use fire hose and fire hydrants for washing cars, watering plants, etc. Fire hoses, fire hydrants and fire extinguishers may not be tampered with and may only be used to extinguish fires.
- 2) Electrical supply, under no circumstances may the occupants tamper with or have work done on the electrical apparatus which serve the common property. Any electrical faults detected on the common property must be reported to the Managing Agent.
- 3) Electrical and gas apparatus in units eg. Fans, heaters, stoves, kettles, lights etc. these items and other household appliances must be checked regularly and maintained by the owner/ tenant, and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. All plumbing and electrical work shall only be effected by qualified and licensed or registered workmen.
- 4) Open fires are not prohibited in units as well as common property. Matches, lighters should be handled with care and kept out of reach of children. It is strictly prohibited to throw cigarette butts out of windows or over balconies as this could start a fire. All inflammable matter must be kept in a safe place.
- 5) Gas cylinders within the complex and unit may not exceed 9kg.

## **23 INSURANCE CLAIMS**

- 1) All insurance claims related to the building, common property and improvements thereon are to be handled solely through the Trustees or Managing Agent.
- 2) Any damage to a section that is subject to a possible insurance claim shall be reported to the Managing Agent within forty-eight hours of the event having occurred, failing which the Body Corporate cannot be held liable in the event of the claim being repudiated by the Body Corporate Insurer.

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- 3) It is the section owner's responsibility to take all reasonable precautions to prevent loss, damage, destruction to his section and the common property.
- 4) Any insurance excess payable in respect of an insurance claim submitted to the Body Corporate's Insurer as a result of a burst geyser or any claim arising from or related to the geyser supplying hot water to the unit, shall be settled in full by, and be for the account of the owner of the unit concerned.
- 5) Any insurance excess levied by the Body Corporate insurer on any insurance claim in respect of the section shall be for the section owner's account.
- 6) Owners or tenants are not covered for the content in their units by the complex insurance policy, taken out on the building by the body corporate and are therefore advised to take out suitable insurance cover.

## **24 OVERCROWDING**

- 1) An owner of a section shall ensure that the number of persons, who reside in his unit, do not exceed two persons per bedroom of his or her unit. Any person, who occupies a unit for more than 48 hours per week, shall be deemed to reside in that section.
- 2) Notwithstanding the provisions of sub-rule (1), the Trustees may allowed an additional person or persons to reside in a unit temporarily, but not more than one calendar month per year.
- 3) No person may reside in any garage, storeroom, bathroom, toilet, kitchen, lounge or pantry.

## **25 RELAXATION OF RULES**

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the trustees at any time.

## **26 BREACH OF CONDUCT RULES**

The provisions of these rules and of the conduct rules, and the duties of the owner in relation to the use and occupation of units and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.

- 1) If an Owner or Occupier or the Invitees of an Owner or Occupier contravene/s These Rules, the management rule, the STA or the STSMA, the Trustees shall be entitled, without prejudice to the other rights or remedies which the Body Corporate may have in law, or in terms of the STA or the STSMA, any other act, the management rules or These Rules, including to claim compensation for damages, to:
  - (a) enter the Section, Exclusive Use Area and/or the Common Property to take such action as may be reasonably required to remedy the contravention and hold the Owner of the Section liable for the costs incurred in this regard; and/or
  - (b) bring a court application for a suitable order; and/or
- 2) Despite for the provision regarding sanctions elsewhere in any rule, in the event of breach of any rule of the Body Corporate, Managing Agent or any Trustee may impose a fine on the owner of a section not exceeding R1500.00 in respect of each and every contravention of these rules.

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- 3) Any breach of the conduct rules, or any conduct detrimental or prejudicial to the interest of the body corporate or unbefitting a member thereof shall be notified to the trustees in writing, which notification shall contain full details of the alleged breach of conduct and be signed by the person making same.
- 4) On receipt of the aforesaid notification the trustees shall forthwith dispatch a copy thereof to the person against whom the complaint has been made the alleged offender hereinafter and advise him/her of a time, date and place which the complaint shall be adjudicated upon. The trustee shall similarly notify the complainant of such time, date and time.

## **27 WRITTEN NOTICES**

- 1) A notice in terms of These Rules must be in such format as the Trustees may from time to time prescribe, which include but not limited to written, printed or electronic matter that provides information or evidence or that serves as an official record, and that binds the Body Corporate.
- 2) A notice will be regarded as having been properly delivered, if:
  - (a) delivered to the Owner by hand, in which event it shall be regarded as having been received on the date of delivery, or;
  - (b) delivered by registered post to the Owner to his domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of posting, or;
  - (c) delivered by fax or e-mail to the Owner, in which event it shall be regarded as having been received on the date of transmittal.

## **28 IMPOSITION OF PENALTIES**

- 1) If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSMA, the management rules or These Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of These Rules:
  - (a) By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section; and
  - (b) If notwithstanding the 7 (SEVEN) days' written notice given by the Trustees in terms of sub-rule (1)(a), the Owner or the Occupier of the Section fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Owner of the Section, which notice shall state the reasons for the imposition of the penalty; or
  - (c) Summarily and without warning, by written notice impose a penalty on the Owner, which notice shall state the reasons for the imposition of the penalty.
- 2) The penalty imposed under sub-rule (1)(b) or (1)(c) above, shall become due on the date of the written notice and must be paid within 30 (THIRTY) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 3) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention

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continues and shall be liable for a penalty in respect of each such separate contravention.

- 4) An Owner may within 30 (THIRTY) days of the date of the written notice in terms of sub-rule (1)(b) or (1)(c), submit an objection, with a motivation, against the penalty imposed, to the Trustees in writing.
- 5) Upon receipt of the objection, the Trustees may:
  - (a) Withdraw or reduce the penalty; or
  - (b) Schedule a Trustees' meeting (hearing) for the purpose of considering the objection and invite the Owner to attend the meeting, and/or to be represented at the meeting to state his case.
- 6) Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and if so resolved, they may:
  - (a) Uphold the penalty; or
  - (b) Withdraw or reduce the penalty.

## **29 LEGAL COSTS AND OTHER COSTS**

- 1) An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.
- 2) Any costs incurred by the Trustees in terms of These Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

## **30 PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS**

- 1) Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 7th day of each month.
- 2) Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 3) The interest rate for late payment is 21% p.a.(1.75% per month) as per the signed Trustees Resolution.
- 4) An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the body corporate in recovering arrear levies, or in enforcing compliance with these rules. This includes additional administration charges too.
- 5) An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier or the cost to clean or reinstate the common property.
- 6) The trustees shall be entitled to change interest on arrear amounts at such rate as they may from time to time determine.

## **31 TRUSTEES AND MANAGING AGENT**

- 1) Trustees are part of the body corporate and act at the best interest of the body corporate.
- 2) Trustees do not get paid for the work which they do for the complex and do so at their own time.

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- 3) Please be considerate of the trustees time and request there services between 7:30 – 18:00.
- 4) Managing Agent working hours are Monday – Friday 08:00 -17:00

### **PROPRIETARY RIGHT TO CONDUCT RULES**

- 1) These rules remain the property of the Body Corporate of Witfield Ridge and must remain in the Unit when vacated.
- 2) The Board of Trustees may amend or add to, the Conduct Rules from time to time in accordance with the Sectional Titles Schemes Management Act, 2011.

**BY ORDER OF THE TRUSTEES AND MANAGING AGENT**

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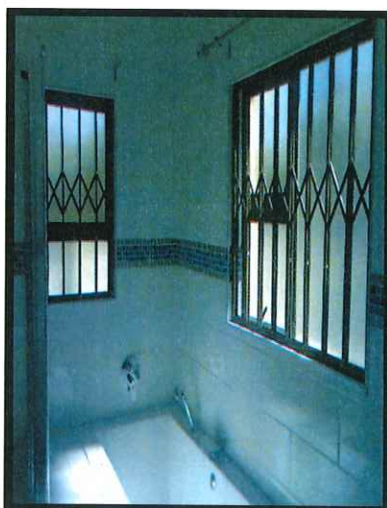
## **ANNEXURE 1 – PENALTIES**

These penalties are binding upon those in breach of the conduct rules and trustees can amend and change the penalty amounts from time to time.

- |  |                     |
|--|---------------------|
| • Open fires   | - R1 200.00         |
| • Security Violation                                       | - R1 200.00         |
| • Noise and disturbance                                    | - R1 200.00         |
| • Speeding and causing danger to others on common property | - R1 000.00         |
| • Abandoned or non-running vehicle                         | - R1 000.00         |
| • Repairs of vehicles on common property                   | - R 750.00          |
| • Laundry on railings or on common property                | - R 500.00          |
| • Littering and transgressions in the refuse area          | - R 500.00          |
| • Tempering with fire hydrants                             | - R 500.00          |
| • Dinking on common property                               | - R 500.00          |
| • Damages and vandalism to common property                 | - R500.00-R1 200.00 |

## **ANNEXURE 2 – SECURITY GATES AND WINDOWS**

Because the complex is to be uniform only this type of security gates and burglar bars for the windows are required to be installed anything either than this installed will need to be removed at the cost of the owner. The colour which is required is matt bronze. The sizes can be obtained from the trustees or the managing agent on request before installation.



Expandable gate for the sliding door - Burglar bars for the windows – Expandable gate for the front door

B.D.M  
Y2

## **ANNEXURE 3 – WASHING LINES**

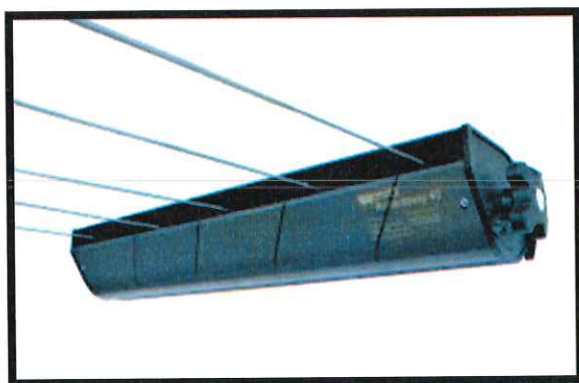
Below are the acceptable washing lines which can be installed on the walls, anything else is not acceptable.



Wall mounted foldable washing line



Aluminium fold away wall mount lines



Retractable wall mounted washing line.



B.D.M  
VZ