



CERTIFICATE

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

Scheme Registration Number: REG/16/GP/002099

1. I, the undersigned, Thembelihle Mbatha, 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 28th of November 2023, 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:

WITTEBERG

DS



Approved and dated at
Centurion on the 19th day of
February 2024

Ms. Thembelihle Mbatha
Acting Chief Ombud

Witteberg Body Corporate

SS No. 551/2004, 747/2004 and 870/2004

Conduct Rules

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TAKE NOTICE THAT:

The following conduct rules confer exclusive use rights or impose either a financial or a maintenance obligation on members, namely conduct rules 6, 9, 11, 12, 14, 20, 21, 23, 24 and 27.

1. Preliminary

- (1) The conduct rules may not be added to, amended or repealed, except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Sectional Titles Schemes Management Act 8 of 2011 ("the Act").

2. Binding nature

(1) These conduct rules have been made in terms of section 10(2)(b) of the Act, for the regulation, management, administration, use and enjoyment of sections and common property within Witteberg Body Corporate ("the body corporate" and/or "the scheme"), and once submitted to, reviewed and approved by the Community Schemes Ombud Service ("the CSOS"), will form the final consolidated conduct rules of the body corporate.

(2) The provisions of these conduct rules bind the body corporate, the owners of sections and any person occupying a section. A member must take all reasonable steps to ensure compliance with the conduct rules in force, by any occupier/s or tenant/s of any section or exclusive use area, including any visitors, employees and/or guests.

(3) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular section will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the body corporate.

(4) The owners concerned may further be held liable for damages, penalties, expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules.

3. Definitions and interpretation

(1) In these conduct rules the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

(a) "**Act**" means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, thereunder;

(b) "**body corporate**" means the body corporate of the scheme as defined in the Act;

(c) "**building**" means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of the scheme;

(d) "**children**" means children under the age of 10 (ten) years;

(e) "**common property**" means the common property of the scheme as defined in the Act, and as depicted on the sectional plan;

- (f) “**Community Schemes Ombud Service Act**” means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;
- (g) “**contractor**” means any artisan, builder, electrician, plumber or other person appointed by an owner, occupier or tenant to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor;
- (h) “**exclusive use area**” means a part/s of the common property for the exclusive use by the owner/s, occupier/s or tenant/s of one or more sections;
- (i) “**managing agent**” means the managing agent duly appointed by the body corporate to act as its agent for the purposes of managing Witteberg Body Corporate;
- (j) “**motor vehicle**” includes any vehicle, truck, motorcycle or motorised scooter and/or bicycle;
- (k) “**occupiers**” means any person occupying the unit;
- (l) “**office**” means the office of the body corporate situated at the scheme or the office of the managing agent;
- (m) “**ombud**” means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011;
- (n) “**owner**” means the person/s in whose name the unit is registered at a deeds registry in terms of the Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;
- (o) “**pets**” include all species of pets, including but not limited to dogs, cats, birds, and reptiles;
- (p) “**rules**” means the conduct rules referred to in section 10(2)(b);
- (q) “**scheme**” means Witteberg Body Corporate SS. No 676/2006, 879/2006 and 1064/2006, as depicted on the sectional plan;
- (r) “**section**” means a primary and utility section in the scheme, as defined in the Act and as depicted on the sectional plan;
- (s) “**sectional plan**” means the sectional plan of the scheme as registered with the surveyor general and deeds registry;

(t) **“trustees”** means the trustees of the body corporate, and

(u) **“visitor”** means any person/s visiting a unit, other than those person/s defined under occupier, including guests, employee/s and contractor/s.

(2) In the interpretation of these conduct rules:

(a) words and expressions used will bear the meanings assigned to them in the Act;

(b) the singular number will include the plural and the converse will apply;

(c) the masculine gender will include the feminine and neuter genders, and the converse will apply, and

(d) A reference to natural persons includes legal persons and the converse will apply.

4. Indemnity

(1) Any person/s on the common property of the scheme, or using any of its facilities or services, do so entirely at their own risk, and no person/s will have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their 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's trustees, employees, agents or contractors.

5. Written consent of the trustees

(1) Certain conduct rules require the written consent of the trustees. Application for such consent must be made in writing, and the applicant owner must furnish the trustees and/or the managing agent, on behalf of the trustees, with all the information, details and documentation, as required.

(2) The trustees may attach reasonable conditions to their consent, and may withdraw such consent in the event of non-compliance with any of the said conditions, and when withdrawing their consent, the trustees must notify the owner in writing, and furnish the reasons for their decision.

6. Behaviour in sections and exclusive use areas

(1) Owners, occupiers and/or tenants must not use their section or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any owner, occupier or tenant.

(2) Owners, occupiers and/or tenants will be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time.

(3) The slaughtering of animals or poultry for religious reasons, will only be permissible in a section and/or exclusive use area, provided that:

(a) an owner, occupier and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld. The trustees may provide for any reasonable condition in regard to the ritual slaughtering of animals or poultry;

(b) The written application for trustee consideration and approval must specify:

(i) a reasonable date and time for the slaughtering to take place;

(ii) the type of animal to be slaughtered;

(iii) the name and qualifications of the person who will be carrying out the slaughtering ritual;

(iv) that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(v) that the Municipality has granted consent in terms of the applicable By-Laws;

(vi) that the Department of Health has granted consent;

(vii) that the Society for the Prevention of Cruelty to Animals (SPCA) will ensure that an official will attend the ritual to ensure that the animal will not endure unnecessary pain or suffering, and

(viii) that all affected owners, occupiers and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

(4) Owners must at all times ensure that the number of persons who permanently reside in that section does not exceed 4 (four) persons in respect of a 2 (two) bedroom section and 6 (six) persons in respect of a 3 (three) bedroom section.

(5) The owner must at all times maintain their section in good, clean and habitable order and condition, and will be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

(6) Owners, occupiers and/or tenants must take care to avoid costly damage and possible injury by securing doors and windows in adverse weather conditions.

(7) An owner must take all such precautions as are possible, having regard to the plumbing system of the scheme, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their section. No owner, occupier and/or tenant is permitted to dispose of any diaper, sanitary item/s and/or wet wipes, toys and/or similar into the sewer system.

(8) An owner may install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees. The owner must keep said device installed in good working order and repair.

(9) An owner is obliged to maintain all alterations, additions or decorations made by them to the exterior of their section in a state of good working order and repair and to take all reasonable steps to keep it in a clean, hygienic and neat condition.

(10) Owners, occupiers and/or tenants must not place or do anything on any part of their section or exclusive use area, which at the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the scheme.

(11) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees, make a change to the external appearance of the section or any exclusive use area allocated to it, unless the change is minor and does not detract from the appearance of the section or the common property.

(12) Owners, occupiers and/or tenants to whom exclusive use area gardens have been allocated, by way of registration in terms of section 27 of the Sectional Titles Act 95 of 1986, will be responsible for all adequate pruning and landscaping to any trees, plants, or any other kind of shrubbery, that they have planted within their exclusive use areas.

(13) The information and location of the trees, shrubs and hedges intended to be planted must be forwarded to the Trustees when asking for approval.

(14) Should any trees, plants, or any other kind of shrubbery, that has been planted within an owner, occupier and/or tenant's exclusive use area garden, cause any damage to a neighbouring section, exclusive use area, or the common property, the relevant owner of that section or exclusive use area will be liable for all associated costs in relation to the repair thereof.

7. Alterations and renovations

(1) Any owner planning to undertake an alteration/s and/or renovation/s to their section must obtain the prior written consent of the trustees. In doing so, the applicant owner must fully complete, sign and submit to the trustees, an application substantially in the form of the Annexures marked C and D.

(2) An owner is permitted to enclose their patio, being part of their section, provided that such enclosure does not constitute an extension to their section and must make use of aluminium stacking doors and/or khaki canvas roll-up blinds.

(3) An owner is permitted to erect a thatched lapa, provided that it is installed at least 1 (one) metre away from the section, and must not exceed 15% (fifteen percent) of the roof coverage of the section, and/or exceed 20m² (twenty square metres) in size.

(4) An owner is permitted to install a braai, provided that a 2m (two metre) flue and rotating cowl is included in the installation, and that they have informed their immediate neighbours of the installation.

(5) An owner is permitted to install a swimming pool, provided that it does not exceed the capacity of 30 000 (thirty thousand) litres.

8. Business activities and hobbies

(1) No owner, occupier and/or tenant may hold or allow to be held any auction, other than those required for the purposes of a sale in execution of a unit.

(2) No owner, occupier and/or tenant may hold or allow to be held exhibition/s or jumble sale/s in their section, exclusive use area or any portion of the common property.

(3) No owner, occupier and/or tenant may run a business from their section or exclusive use area so as to cause a nuisance or be in contravention of the Municipal By-Laws.

(4) No owner, occupier and/or tenant may run a business on any part of the common property.

(5) No advertisements or publicity material may be displayed or distributed on the common property without the prior written consent of the trustees.

9. Eradication of pests

(1) An owner, occupier and/or tenant must keep the section free of wood-destroying insects, including white ants and borer beetles.

(2) An owner, occupier and/or tenant must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

(3) The body corporate will recover the costs of the inspection, replacement, and any additional action/s which may be required in the process of pest eradication, from the owner of the section.

(4) No owner, occupier and/or tenant may feed any animal, bird or reptile on any part of the common property or from their section, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere on the property.

10. Letting

(1) An owner may not let his exclusive use area independently from their section.

(2) An owner may not let or part with their section for a period less than 12 (twelve) consecutive months.

(3) An owner must, prior to occupancy being taken by a tenant:

(a) ensure the completion of Annexure B below;

(b) furnish them with a copy of the conduct rules and lodge a written acknowledgement of receipt thereof by the tenant with the trustees;

(c) inform them of their obligation to observe the conduct rules, and

(d) obtain a written undertaking from the tenant to comply fully and in all respects with the requirements of the conduct rules for the period of their occupancy.

(4) All tenants and other persons granted rights of occupancy by any owner are obliged to comply with the conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(5) Owners must not lease their section or otherwise grant rights of occupancy to any person if by so doing they contravene the law or any Act or By-Law.

(6) No lease agreement will in any way release owners from any of their obligations in terms of the provision of the Act, or the conduct rules.

(7) The conduct rules in relation to the use and occupation of sections and common property are binding on owners, their occupiers and tenants, and it is the duty of an owner to ensure that their occupiers and tenants, including their employees, guests and family members comply with the conduct rules.

11. Behaviour on common property

(1) No owner, occupier and/or tenant may make use of any part of the common property, to the exclusion of other owners, occupiers and/or tenants, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner, occupier and/or tenant must not obstruct the lawful use of the common property by any other person.

- (3) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees:
- (a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common property;
 - (b) place, store, leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left;
 - (c) erect any tent or similar structure of a temporary nature on the common property;
 - (d) maintain, add to or remove from the common property gardens;
 - (e) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property, and
 - (f) go onto the roof of any building within the scheme.
- (4) No person/s may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited on the common property.
- (5) The owner or occupier of a section must ensure that no alcohol is consumed on the common property, and must further not bring on to, or use, or allow to be used, any illegal substance on the common property.
- (6) An owner, occupier and/or tenant may not slaughter any animal or poultry on the common property.
- (7) No owner, occupier and/or tenant may cure or hang up to dry any meat, fish, skin, or the like on any part of the common property.
- (8) Children are only permitted to play on the common property under adult supervision.
- (9) Owners, occupiers and/or tenants must not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls and/or windows of the common property.
- (10) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.
- (11) The use of bicycles, tricycles, roller skates, skateboards and other similar objects as well as playing with balls is not permitted on the common property, save for instances where a bicycle is used upon entry and exit of the scheme.
- (12) No obstacles or objects, which may interfere with the normal operation of the electronic gates, may be inserted therein or placed in such a manner so as to avoid the automatic closure of the gate.

(13) No person/s may tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the trustees or managing agent.

(14) In the event of damage of whatsoever nature being caused to the common property, by an owner, occupier, tenant or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.

(15) Owners, occupiers and/or tenants must not keep any object or do anything to and/or on the common property, in contravention of these rules, after receipt of a notice to desist has been received from the trustees.

(16) Access to the common areas may be reasonably regulated, as determined in the discretion of the trustees.

12. Air conditioning units

(1) No owner, occupier and/or tenant may install an air conditioning unit in their section without the prior written consent of the trustees. When granting such consent, the trustees may impose any conditions they deem appropriate.

(2) If approved air conditioners must be installed in such a way that the outside portion is the least visible from common property. The air conditioner must be installed in such a way that it is below the height of the garden walls.

(3) An owner, occupier and/or tenant must keep the air conditioning unit in good working order and repair. Should the trustees not be satisfied with the working order or noise levels of a particular air conditioning unit, the owner of such an air conditioning unit must have it repaired or replaced, at their cost, to the satisfaction of the trustees.

(4) An owner, occupier and/or tenant will be responsible for the maintenance, repair and replacement of all pipes, wires, cables and ducts that service the air conditioning units installed under this rule, notwithstanding the fact that such pipe, wire, cable or duct may be located on common property.

(5) An owner, occupier and/or tenant will be responsible for the cost of any maintenance, repair or damage caused by the installation of the air conditioning unit to the common property or to other sections.

13. Laundry

(1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees:

(a) erect washing lines or similar on the common property;

(b) hang laundry or other items in a section or any exclusive use area allocated to it, if the articles are visible from another section or the common property, or from outside the scheme;

(c) carpets, mats, brooms, mops or any other cleaning apparatus may not be shaken, dusted or beaten over balconies or through windows, and

(d) erect their own washing lines or tie washing lines to balcony railings.

14. Satellite dishes and other installations

(1) No owner, occupier and/or tenant may, without the prior written consent of the trustees, erect a satellite dish, or similar device for the reception or transmission of television or other signals, which is visible from outside their section.

(2) The written consent of the trustees will include, but will not be limited to, the following conditions:

(a) no satellite dish or similar device may be erected or installed so as to project above the roof, when viewed from any point on the common property;

(b) the method of installation, the type, the specification, the position, the colour and the removal of the satellite dish or similar device, and

(c) the owner must keep the satellite dish or similar device installed in good working order and repair.

(3) Solar heating systems, solar photovoltaic panels, sky lights, generators, splash pools, jacuzzies, awnings, gutters and drain pipes, non-permanent water features and water tanks will only be permitted with the prior written consent of the trustees, which consent may be subject to conditions in regard to the location, method of installation and use.

(4) The prior written consent of the trustees for any installation may be withdrawn at any time in the event of non-compliance with any imposed condition/s. In the event of such withdrawal of consent, the owner will be responsible for the immediate removal of the said installation, at their own cost.

(5) The owner will be responsible for the maintenance and repair and replacement of the installation, including but not limited to all pipes, wires, cables and ducts that service the installation, notwithstanding the fact that such pipes, wires, cables or ducts may be located on common property, including all associated costs.

15. Behaviour within the scheme

(1) An owner, occupier and/or tenant must not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which may constitute or cause a nuisance or disturbance or any inconvenience to any other owner, occupier and/or tenant, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner, occupier and/or tenant.

- (2) An owner, occupier and/or tenant must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.
- (3) An owner, occupier and/or tenant must take reasonable steps to ensure that their visitors do not behave in a way likely to interfere with the peaceful enjoyment of the scheme.
- (4) An owner, occupier and/or tenant must give the trustees and/or the managing agent, at least 24 (twenty-four) hours' notice, except in the case of an emergency, should their plumber or electrician require the water or electricity to be shut-off within the scheme.
- (5) Owners, occupiers and/or tenants must familiarize themselves with the location of the water and electricity shut-off points within the scheme.
- (6) No explosives, crackers, fireworks or items of similar nature may at any time be lit and/or set off within the scheme.
- (7) No firearms may be discharged within the scheme, except under such circumstances, which would reasonably justify the use of a firearm for private defence.
- (8) No drones may be operated within the scheme without the written consent of the trustees and provided that the operator must be appropriately licensed.
- (9) An owner, occupier and/or tenant must not 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 scheme, without the prior written consent of the trustees.

16. Employees

- (1) An owner, occupier and/or tenant may not request the employee/s of the body corporate to perform personal tasks for them during their working hours.
- (2) Owners, occupiers and/or tenants may not interfere with the employee/s of the body corporate in the performance of their duties or instruct them in regard to the common property.

17. Keeping of pets

- (1) An owner, occupier and/or tenant may not, without the written consent of the trustees, whose approval may not be unreasonably withheld, keep any pet in a section and exclusive use area.
- (2) The trustees may provide for any reasonable condition in regard to the keeping of a pet in a section and exclusive use area, which conditions are set out in Annexure A below.
- (3) An owner, occupier and/or tenant suffering from a disability, and who reasonably requires a guide, hearing or assistance dog, will be considered to have the trustees' consent to keep such dog in a section and exclusive use area, and to accompany such person on the common property, they will need to complete Annexure A for the schemes records.

(4) Visitors are not permitted to bring pets into the scheme, except for in the instance above.

18. Littering, refuse and waste disposal

(1) An owner, occupier and/or tenant must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles, junk mail or any litter whatsoever on the common property.

(2) An owner, occupier and/or tenant must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped.

(3) Except as set out herein, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste on any part of the common property.

(4) An owner, occupier and/or tenant must ensure compliance with the scheme's refuse policy.

(5) An owner, occupier and/or tenant is responsible for the removal of all other types of refuse, including builder's rubble, from their own section, and such types of refuse must be kept inside the section until it is removed from the scheme.

(6) By prior arrangement with the managing agent, building supervisor or security builder's rubble, packing cases and similar refuse may be deposited in a designated area, for municipal or other collection services.

(7) Owners, occupiers and/or tenants are kindly requested to comply with recycling initiatives when applicable.

(8) Owners, occupiers and/or tenants must use green bags to place small garden refuse items in and place this next to their bins. The green bags will be collected by the Garden Services Company.

19. Noise

(1) An owner, occupier and/or tenant must be cognizant of the close proximity of the sections to one another and must not allow any persistent and unreasonable noise levels to disturb other owners, occupiers and/or tenants.

(2) An owner, occupier and/or tenant must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(3) Excessive noise must be avoided from 23:00 on Fridays and Saturdays. Excessive must be avoided on Sundays.

(4) Owners, occupiers and/or tenants must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to other owners, occupiers and/or tenants.

(5) Radios, musical instruments, CD players, record players, television sets, etc., must be used in such a manner so as not to be heard in adjoining units or on the common property.

(6) Power tools and other noise-producing equipment if operated outside the times stipulated, in Annexure C, must cause minimum nuisance to other owners, occupiers and/or tenants.

20. Vehicles

(1) Any person/s entering the scheme must obey all signs and road markings containing directions for the use and parking of vehicles on the common property.

(2) No unlicensed person may drive any vehicle on the common property.

(3) No hooters may be sounded within the scheme or outside the security gate, other than in an emergency.

(4) No slamming of vehicle door/s.

(5) No revving of engines excessively.

(6) No vehicle radio and/or sound system may be set at a volume audible outside the vehicle.

(7) No vehicle may be driven on the common property with the headlights set on bright.

(8) When on common property, vehicles must not be driven recklessly or in such a manner as could adversely affect the safety of the occupiers in the scheme, or to create a nuisance.

(9) No person may exceed the speed limit of 15km (fifteen kilometers) per hour when driving their vehicle on the common property.

(10) No person may drive any vehicle on the common property except on the roads and driveways constructed for such purpose.

(11) Tailgating in and out through the main gates is prohibited.

(12) Motorcycles, quad bikes and similar vehicles may not be used on the common property other than for entering and exiting the scheme, nor may they be left, parked and/or stored on any part of the common property where they may cause an obstruction, nuisance and/or danger to any other owner, occupier and/or tenant.

(13) Only light delivery and/or removal vehicles will be permitted on the common property, and all large delivery and/or removal vehicles must remain outside the scheme.

(14) All vehicles must not drip oil, petrol or brake fluid onto the common property, or in any way deface the common property.

(15) Should any vehicle cause a mess or damage to the common property, the owner of the respective unit will be solely responsible for the immediate cleaning of the mess and/or repair of the damage caused to the common property, failing which the trustees will be entitled to arrange that the relevant area of common property be cleaned and/or repaired, and all costs incurred will be for the owner's account.

(16) An owner, occupier and/or tenant may wash their vehicle/s on common property, in front of their garage. The condition if common property water supply is going to be used is that a bucket must be used, and no hosepipes. Water must always be used sparingly.

21. Parking

- (1) Without the prior written consent of the trustees, which consent must state any reasonable conditions, including the duration for which it is given, except in the case of an emergency, no owner, occupier and/or tenant may:
 - (a) park any vehicle on the common property. Parking's on common property are to be used by visitors. Residents must park their vehicles inside their garages;
 - (b) park trailers, caravans or watercraft on the common property;
 - (c) park trucks, other than those used for the purpose of loading and unloading goods, caravans, watercraft, trailers and vehicles which have no independent means of motorised propulsion, on the common property, including exclusive use areas;
 - (d) park a vehicle, which is not in regular use, unlicensed or unroadworthy, on the common property;
 - (e) dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or within a section, and
 - (f) abandon any vehicle on the common property.
- (2) The trustees may cause any vehicle to be wheel-clamped at the risk and expense of the owner of the vehicle.
- (3) A release fee must be paid before the wheel-clamp will be removed. Until otherwise determined by the owners in a general meeting, a release fee of R250.00 (Two hundred and fifty rand) will be payable.
- (4) In the event that an owner of a vehicle wishes to remove a wheel-clamp during hours in which no one is available to do so, the trustees will place a notice on the vehicle, which provides the contact details of the person responsible for releasing the wheel-clamp.

(5) No vehicle may be parked, so as to obstruct the movement of pedestrians or other vehicles on the common property, as well as fire hydrants.

(6) Vehicles are not permitted to be parked in front of garages.

(7) The right to park vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner of the vehicles risk and responsibility, and that no liability will attach to the body corporate, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property.

(8) An owner, occupier and/or tenant may only use the common property parking bays in accordance with the scheme's parking policy document.

(9) An owner, occupier and/or tenant must:

(a) ensure that should a garage be used for storage, it must still be capable of being used for the parking of a vehicle or motorcycle, and

(b) ensure that when their garage is not in use, their garage door is kept closed.

(10) No person/s may sleep or overnight in a garage.

22. Guidelines for solar installation

Written application:

Written application by an owner should address the following for consideration:

- All components of the system should be clearly identified by their type, model numbers, proposed location, size, weight, and any penetrations of common property and method of affixing.
- A proposed plan of the installation (Either by a drawing, description, or a photographic example, in cases where a previous installation has been done and will be followed)
- How many panels are to be installed & the planned placement of the panels.
- The planned location of the inverter and batteries
- Post installation supporting photographs of the installation.
- Post installation copy of COC

Pre-conditions to the commencement of work:

Before any work is commenced, the owner should provide the trustees with a copy of the installers Electrical Certification and if available a copy of the installers PV Green Card and proof of affiliation with SAPVIA (South African Photovoltaic Industry Association).

The installer shall guarantee that the installation will not affect:

- Structural integrity of the building.
- integrity of waterproofing of the roof or other common property area and common property walls.

- Integrity of fire safety precautions.
- Installation will comply with SANS 10142 (wiring) and SANS 10254 (plumbing).

Installing the system:

The owner shall be liable to:

- use only the services of suitably licensed and accredited installers, in order to meet all requirements of the Local Council and to comply with any applicable national building codes and standards.
- maintain the structural integrity of the building.
- maintain the integrity of the building's waterproofing.
- ensure minimal disturbance to other residents.
- keep the common property clean and tidy during the installation.
- the installation must comply with the HOA aesthetics guidelines(if applicable).
- repair any damage caused by the installation, whether that damage is to the common property to any section or that of other residents or owners.
- be liable for any increase in the insurance premiums of the Body Corporate due to the installation of the system.
- Solar systems are not allowed to be configured to push extra generated power to the grid without compliance with the applicable legislation and requirements from the applicable metering services company.

Maintenance of the system and common property:

The owner shall:

- maintain the system, in accordance with the manufacturer's specifications.
- use only qualified and licensed tradespeople for maintenance and \ repair of the system.
- maintain any common property at a point of contact between the system's components and common property.
- repair any damage caused by the system, at any time, to common property other sections or the property of other owners or residents.

Removal of the system::

- The system could need to be de-commissioned, or even part or all of it deinstalled, in order to undertake emergency repairs or necessary maintenance to any underlying common property. This will only be requested when the Trustees have a legitimate reason. The owner shall be liable for all costs for the de-commissioning or deinstallation and subsequent reinstallation of the system.
- If the system is removed permanently, the owner may be required to restore all affected common property to its original condition.

Indemnity & Costs:

The owner shall indemnify the Body Corporate and be liable to pay the full costs of:

- installing the system.
- maintaining and repairing the system.
- repairing any damage caused to common property.
- removing the system and restoring affected common property to its

- original condition.
- any increase in the body corporate's insurance premium attributable to the system.
- removal of the system upon change of ownership of the unit concerned, unless the purchaser undertakes, in writing, to take over responsibility with associated indemnities to the Body Corporate,

The owner shall indemnify the body corporate against any:

- loss or damage to common property.
- loss or damage to the property of other owners or residents.
- injury to any person.
- damage to the system because of work carried out by the body corporate pursuant to any applicable provision of the rules.

Breach of conduct rules:

If the owner fails to fulfil the obligations of the conduct rule/s, the body corporate can:

- provide notice in writing requesting that the owner complies.
- perform any necessary work if the owner fails to do so after receiving written notice.
- recover the costs of performing such work.

Rights of the Body Corporate:

The Body Corporate should retain the right to perform emergency repairs or necessary maintenance on underlying common property, even if that necessitates de-commissioning or deinstalling the system, under terms and conditions clearly stipulated in the rule/s and to stipulate that the owner will have no claim against the Body Corporate.

OWNER'S ACCEPTANCE OF THE GUIDELINES AS SET BY THE BOARD OF TRUSTEES

I, _____ owner of Unit _____ hereby accept the abovementioned guidelines for the solar installation at my Unit.

Owner signature

Date

23. Application to enclose patio with aluminium window frames and glass, may be done after Trustees approval has been given on the following conditions:

- Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements, will be repaired and the costs thereof will be for your account, in accordance with Section 13 (1) (c);
- The Managing Agent, Body Corporate or Trustees accept no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever.

No claims can be instituted against the insurance policy of the Body Corporate whatsoever.

The Trustees reserve the right to inspect any improvements done to the common or private property.

- All alterations made to your unit must comply with the aesthetic appearance of the rest of the complex.
No building work may be done to the existing patio.
- Windows and doors must fit into the current openings.
No structural changes may be made to building.
- All building rubble must be removed from the yard at the unit as well as from common property.
- Building may be done between 07H30 and 17H00 during the day.

A copy of the amended and City Council approved plan of your unit must be forwarded to Pretor and/or Trustees for record keeping purposes prior to commencement of the building alterations.

Please note:

You need to confirm the colour of the aluminium frames with the Trustees, prior to installation.

You need confirmation from an Architect or Engineer and approval from the council prior to demolishing any walls inside your unit.

24. Awnings may be installed after Trustees approval has been given on the following conditions:

- The colour, make and size must match the attached photo and the rest of the approved awnings in the complex and it must be aesthetically pleasing.
- May not be removed when vacating the premises.
- Awnings not conforming to these specifications will be removed at the owners' costs.
- Awnings must be cleaned and maintained, at all times, by the owner and at his/her own costs.
- All improvements must be done by a reputable company.
- Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owner's account. These costs will be debited to the owner's levy account.
- The Managing Agent, Body Corporate and Trustees accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.

25. Paving/Tiling may be installed after Trustees approval has been given on the following conditions:

- a) The colour and the size of the area must be communicated to Trustees before any work commence.
- b) Must be aesthetically pleasing.
- c) The paving/tiling must be done on a slope away from all buildings, walls or structures.
- d) May not be removed when vacating the premises.
- e) Paving must be cleaned and maintained, at all times, by the owner and at his/her own costs.
- f) Should it be necessary for the paving/tiles to be removed to repair pipes/cables or open drains, the owner will be responsible to do the necessary repairs to the paving/tiles.
- g) All improvements must be done by a reputable company.
- h) Noise levels to be kept to minimal and only between 8h00 to 16h00.
- i) Paving/Tiling not conforming to these specifications will be removed at the owners' costs.
- j) Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owner's account. These costs will be debited to the owner's levy account.
- k) The Managing Agent, Body Corporate and Trustees accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.

SIGNATURES:

Trustees

Date

Owner/s

Date

26. Generators may be used after Trustees approval has been given on the following conditions:

- The locality of the Generator and stored fuel must be approved by the Board of Trustees.
- The installation of the Generator must be done by an accredited installer.
- Noise reduction cabinet must be installed.
- Generator used must be placed in a well-ventilated area due to the fumes and carbon dioxide given off.
- Any fuel stored at the unit for the generator needs to be in a well-ventilated area in case of fire and due to the fumes given off.
- Trustees may request a generator or stored fuel to be removed should they at any time find that it may be of threat or cause damage to any resident or part of the Bodies Corporate Property.
- Residents/owners making use of a generator may only do so between 06h00 and 21h00.
- Owners must provide a valid COC to the Trustees after the installation has been done.
- No damage must occur to the unit's / structure on installation, should any damage occur during the installation, the repair thereof will be for the unit owner's account.
- It is the responsibility of the owner to ensure that the Trustees are informed that the section makes use of a Generator, any additional insurance premium will be for the current and future owner's account.
- It will be mandatory to notify the generator installation to the Bodies Corporate Insurance to ensure that cover is adequate and kept up to date. Additional premium for insurance of the generator installation will be for the unit owner's account.
- Owners will be fully responsible for the maintenance of the Generator and any associated installations.

The removal of the Generator will be permitted, on condition that the removal is done by an accredited installer to ensure that all safety precautions have been adhered to and at the owner's cost.

27. Safety and Security

(1) Owners, occupiers and/or tenants must ensure that the security and safety of all owners, occupiers and/or tenants as well as their properties are preserved and protected, and in particular must:

- (a) ensure that upon entering or leaving, all security doors and gates are properly closed, and
- (b) that such doors and gates are never opened for persons other than those visiting the owner, occupier and/or tenant, known to occupy a section.

(2) No unauthorised traders and hawkers are permitted within the scheme, and if found, they must be reported to the security, trustees and/or managing agent.

(3) Any contractor must be supervised by the owner, occupier and/or tenant.

(4) The body corporate may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. All delivery persons need to be escorted and observed by the relevant owner to their vehicles until exiting the property.

(5) All person/s entering the scheme are not permitted to engage in any illegal activity, or breach security that jeopardizes the health, safety, peace, and welfare of other owners, occupiers and/or tenants or involving imminent or actual property damage.

28. Storage of flammable materials

(1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees, store a flammable substance in a section, exclusive use area or on the common property, unless the substance is used or intended for the use of domestic purposes. This rule does not apply to the storage of fuel or gas in:

(a) the fuel tank of a vehicle, boat, generator or engine, and

(b) a fuel tank or gas cylinder kept for domestic purposes.

(2) No owner, occupier, tenant or their visitors are permitted to tamper with any firefighting equipment or use the said fire equipment other than for the purpose of extinguishing a fire.

(3) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations must have a Certificate of Conformity, which states that the installation has been properly inspected and is determined to be safe and leak free. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(4) No person/s may burn any garden refuse or waste, or light any fire, at any place upon the common property in the scheme other than at a place designated for that purpose, and then subject to a proper fireplace having been constructed at such place, provided that where such fire is to be lit outdoors due regard must be had to the prevailing weather conditions, but excluded from this proviso is the lighting of fire for recreational purposes.

(5) An owner, occupier and/or tenant must not store any 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 increase the rate of the premium payable by the body corporate on any insurance policy.

(6) Should fire sprinklers and/or any other fire prevention and/or protection methods or equipment be required by the scheme's current insurers, potential future insurers or local authorities, in any part of the scheme due to the use to which a section is put, the owner of such section will be held responsible for any cost of ensuring compliance with any such requirements.

(7) The owner must ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.

(8) The owner must submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

29. Complaints

(1) All complaints, in regard to the administration and management of the scheme, are to be submitted in writing to the trustees or managing agent. Should a complaint arise in regard to the conduct of an owner, occupier and/or tenant, such complaint must be dealt with directly between the complainant and the defending party, and if necessary, local law enforcement and/or the CSOS may be approached.

(2) The trustees or the managing agent must investigate the matter and notify the alleged contravening owner, occupier and/or tenant in writing of the complaint.

(3) The trustees, when notified of such a complaint, may issue instructions to the managing agent on the action to be taken against the person/s, who are allegedly in contravention, including the instruction to issue a warning and/or penalty.

30. Dispute resolution

(1) In the event of any internal dispute arising between an owner, occupier, tenant and the body corporate, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe.

(2) In order to notify the body corporate, as well as any person against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the trustees as per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting.

(3) In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the CSOS.

31. Contravention of conduct rules and imposition of penalties

(1) If the conduct of an owner, occupier, tenant or their visitors, in the opinion of the trustees constitutes a:

(a) nuisance;

(b) contravention of any duty of the owner under the Act;

(c) contravention of any of the duties of owners contained in the management rules, and

(d) contravention of any of the conduct rules

the trustees may furnish the owner with a written notice, which may in the discretion of the trustees, be delivered by hand, email or by registered post.

(2) In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section.

(3) If the owner, occupier and/or tenant nevertheless persists in that particular conduct, or in the contravention of that particular rule, the trustees may convene a meeting to discuss the matter.

(4) A written notice, by which the alleged offender, is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 (seven) days before the meeting is held. At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.

(5) After the owner has been given the opportunity to present their case, and if a majority of the trustees present at the meeting, agree that a provision/s of the conduct rules or the Act has/have been contravened, the trustees may, by majority resolution, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of R250.00 for the first offence, R500.00 for the second offence and R1 000.00 (One Thousand Rand) for the third or further offence/s, provided that the amount/s is/are not equal to, or exceeds that, of the monthly contribution levied by the relevant owner.

(6) The trustees must record the outcome of the meeting, and may resolve to:

(a) uphold the penalty, or

(b) withdraw, increase or reduce the penalty.

(7) A trustee will not be entitled to participate at the meeting in the capacity as trustee, if they, or any occupier and/or tenant occupies the section which they own and/or represent, is the alleged offender.

Undertaking

I/we the owner/s, occupier/s and/or tenant/s, do hereby confirm and validate that by signing this page, that I/we have read and understand each rule and sub-rule.

Signature

Certificate

These conduct rules have been adopted by special resolution of the body corporate at the Annual or Special General Meeting held on _____. These conduct rules have been signed by two trustees in terms of Prescribed Management Rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Trustee

Trustee

Annexure A | Pet application

1. All pets must be registered with the body corporate, using one pet registry form for every pet. The body corporate must be notified immediately of any change e.g. the loss, departure or death of any pet. The managing agent will maintain a register of all the pets kept within the property.
2. Owners, occupiers and/or tenants will not be permitted to keep pets without the prior written consent of the trustees. The trustees may withdraw such consent in the event of any contravention of any condition prescribed.
3. Owners, occupiers and/or tenants will not be permitted to leave their pets within their section unattended for extended periods of time.
4. Pets will be restricted to 2 (two) pets per unit, and dogs will be restricted to small-to-medium sized breeds.
5. Dogs and cats must wear a tag, stating its name and the address and contact number of its owner.
6. Dogs and cats must be vaccinated, as required, and a veterinary certificate to this effect must be available for scrutiny at any time by the trustees.
7. Dogs and cats are to be spayed/neutered, and a veterinary certificate to this effect must be attached to this form.
8. Dogs may roam freely inside the section and/or exclusive use area, otherwise they must be kept under control on a leash and accompanied by a responsible person.
9. An owner, occupier and/or tenant will be responsible for the correct removal of any of their pets excrements from their section, exclusive use areas, other sections, other exclusive use areas as well as the common property.
10. No pets may unreasonably disturb other owners, occupiers and/or tenants.
11. The owner of any pet, permitted into the scheme, will be solely liable for the conduct of the pet and the body corporate will not be held responsible for same.

Details

Full name: _____

Telephone number: (H): _____ (W): _____ (C): _____

Email address: _____

Street address: _____

Pet's name: _____

Type: _____ Gender: _____ Age: _____

If dog, height in cm from floor to highest point on back (shoulder): _____

Description (incl. colouring, specific markings, etc.): _____

I agree to the terms and conditions herein, as well as the rules under Pets in Witteberg Body Corporate.

Signature

Date

Annexure B | New owner, occupier and/or tenant information

Unit number: _____ Owner name: _____

Duration of lease: _____ Start date: _____ End date: _____

Lease holder name: _____ Number of occupiers: _____

Name: _____ Cell number: _____

Occupier 1 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 2 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 3 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 4 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Witteberg Body Corporate Conduct Rules:

I confirm that I have received a copy of Witteberg Body Corporate Conduct Rules and that I have read and understood the rules.

Signature

Date

Annexure C | Alterations and renovations application

The below application must be completed and signed by the owner of the section concerned and returned to the trustees along with any other required documentation.

Application to carry out alterations and/or renovations

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

Owner name:	_____	Co-owner name:	_____
Section number:	_____	Contact number:	_____
Contractors name:	_____	Contact number:	_____
Vehicle registration:	_____	Vehicle type:	_____

Description of alterations/renovations and diagram/plan (Attach a separate sheet if space below is inadequate)

_____.

Visual impact (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate)

_____.

Date of commencement

_____.

Date of completion

_____.

I/We hereby accept the conditions and make the application accordingly.

Date

Owner

Commencement certificate

We, the trustees of Witteberg Body Corporate, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application and attached diagrams/plan.

Ref no. _____ and signed at _____ on this ____ day of _____ 2023.

Trustee

Trustee

Conditions

Please note: Read these conditions carefully and retain for your own reference.

The conditions set out herein, are made in the interests of all who have invested and/or live in the scheme. Applicants must appreciate that their proposed activities may affect others in the building, and it is most important, firstly that any detrimental impact is kept to an absolute minimum, and secondly that once started the work is completed expeditiously within the work period applied for.

It is the function of the trustees to ensure that all applicant owners act with reasonable, diligent care and with due and proper consideration for the remaining owners, occupiers and/or tenants of the building. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly and it is the duty of the trustees to see that they are adhered to. In this regard, your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** will mean any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section.

(b) **Renovations** will mean any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

2. Redecoration of the interior of a section by painting, wallpapering and carpeting will not constitute a renovation or alteration requiring compliance with the terms and conditions as set out herein.

3. The decision of the trustees will be final as to whether the work proposed constitutes an “alteration/s” or “renovation/s” as referred to herein.

4. The procedure for obtaining approval is as follows: -

(a) **ALTERATIONS:** Where alterations as defined above are involved:

(i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.

(ii) After approval in principle by the trustees has been obtained, it is the responsibility of the applicant owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.

(iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them, that Municipal approval is not required.

(iv) If the trustees consider it necessary, they may be entitled, at the cost of the applicant owner to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.

(b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.

5. Written confirmation that the work may proceed will be conveyed to the applicant owner by the trustees, with whom dates for the commencement and completion of the work will be arranged. The trustees will also provide the applicant owner with information concerning access and the maintenance of security at the building.

6. Under no circumstances, may work start without the prior written consent of the trustees, and the deposit having been paid to the body corporate.

7. Care must be taken not to disrupt or break any bulk service lines, and the trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones, as any damage caused in the section can break the circuit and disrupt the services to other sections. The applicant owner accepts responsibility for any damage caused by them or their contractors to common property or to other sections in the building and indemnifies other owners against such damage.

8. Work carried out by owners must comply with the National Building Regulations and Building Standards Act 103 of 1977.

9. Contractors appointed to carry out alterations and/or renovations to a section, must have contractors all risks insurance in place, incorporating the following cover and minimum limits of indemnity:

(a) Contract works to the value of the contract;

(b) Third party liability, and

(c) Damage to surrounding property.

10. When planning any changes, it is the applicant owner's responsibility to determine whether or not consent from the Municipality is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.
11. All approved work is permitted Monday to Friday between the hours of 08:00 to 17:00 and between the hours of 08:00 to 13:00 on Saturdays. No work is permitted on Sundays and public holidays.
12. Cement or similar products may not be mixed on the tarmac or any portion of the common property.
13. Building material must be stored on site in the section premises at all times, and may not be stored on the common property.
14. All refuse to be kept within the section unless alternative arrangements have been made with the prior written consent of the trustees.
15. Contractors must be supervised, at all times, and at no stage may access devices to the scheme be given to them.
16. Contractors must ensure that the common property is kept clean at all times.
17. The common property's electricity supply may not be used without the prior written consent of the trustees, in which case a charge may be assessed for the electricity consumed, which will be for the applicant owner's account.
18. A refundable deposit ranging from a minimum of R5 000.00 (Five Thousand Rand) to a maximum of R10 000.00 (Ten Thousand Rand) must be paid to the body corporate or the managing agents prior to the commencement of any building works. The trustees will determine, in their discretion, the amount payable by taking the scope of the building works into account. The deposit will be paid into an interest-bearing account and the interest will accrue for the applicant owner's account.
19. Any and all charges, expenses and costs accruing against the applicant owner, arising from matters contained anywhere in the foregoing conditions, will be payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.
20. Any balance of the deposit remaining will be repaid to the applicant owner after completion of the alterations and/or renovations to which these conditions apply, and after all charges have been deducted from the initial deposit and accrued interest.

Annexure D | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

Name of scheme or name of registered owner: _____

Hereinafter referred to as "the employer" represented by: _____

and

Name of contractor: _____

Street address: _____

Hereinafter referred to as "the mandatory" represented by: _____

Preamble

(a) WHEREAS the employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or user of plant and/or machinery;

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory, which sets out, and contains arrangements and procedures, which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its Regulations, and

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

"employer" means _____, the principal to this agreement;

"mandatory" means the contractor described under this agreement; sub-contractor means the contractors, agents and/or subcontractors employed by the mandatory;

“The Act” means the Occupational Health and Safety Act;

“The COID Act” will mean the Compensation for Occupational Injuries and Diseases Act, and

“The Agreement” means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the employer and will apply to the mandatory, its employees, agents, contractors and subcontractors.

2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of section 80 to 87 of the COID Act which cover will remain in force whilst any such employees are present on the employer's premises and that all such assessment fees are correct and paid up.

3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities thereunder and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health and Safety Act and that all comply with the such requirements in all respects;

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them;

(3.1.4) the mandatory must ensure that discipline regarding all aspects of health and safety will be strictly enforced;

(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times;

(3.1.6) no unsafe equipment and/or machinery and/or articles will be used by the mandatory, its employees or subcontractors on the employer's premises;

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times;

(3.1.8) all incidents and/or accidents which may occur whilst on the employer's premises or whilst the work under this agreement is being carried out and will be reported by the mandatory to the department of labour as well as to the employer;

(3.1.9) no use may be made by the mandatory and/or by its employees and/or their subcontractors of any of the employer's machinery, articles, substance, plant, personal protective equipment without the employer's prior written approval and any such use will be at the mandatory's own risk;

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit;

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be permitted on the employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances is not permitted onto the employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately;

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the employer's management;

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the employer's employees or visitors or other contractors in any way whilst performing work on the employer's premises;

(3.1.14) the mandatory understands that no work may commence on the employer's premises until this agreement has been duly completed signed and received by the employer;

(3.1.15) no dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act;

(3.1.16) when any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment, and

(3.1.17) all certificates of compliance will be provided in original format to the body corporate or its safety representative.

WITHOUT RECEIPT OF THIS AGREEMENT, WITTEBERG BODY CORPORATE RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 2023 AT _____.

Signature of the employer

Date

Signature of the mandatory

Date

Annexure E | Exclusive Use Area Layout plan

