

**CONDUCT RULES  
FOR THE CONTROL  
OF THE  
BUILDINGS AND BODY  
CORPORATE KNOWN AS  
DEWETSHOF**

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**THESE RULES DEAL WITH THE CONDUCT OF OWNERS AND OCCUPIERS OF SECTIONS AT DEWETSHOF AND RELATE TO THE CONTROL, USE, SAFETY, CLEANLINESS AND ENJOYMENT OF THE SECTIONS IN THE SCHEME AND THE COMMON PROPERTY.**

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The rules shall not be added to, amended or replaced except in accordance with Section 10(2)(b) of the Sectional Titles Schemes Management Act of 2011 (as amended) and subject to the provisions of Section 31 and Section 13 of the same Act.

**BINDING NATURE**

- 1) **OWNERS** – The provisions of the Conduct Rules and the duties of the owners in relation to the use and occupation of sections and common property, shall be binding on the owners 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 the lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.
- 2) **OCCUPIERS** – All tenants of units and other persons granted right of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provisions to the contrary, either by word of mouth or in writing in any lease or any grant of rights of occupancy.

**STATUTORY AND GENERAL DUTIES OF TRUSTEES**

- 3) Without detracting from the scope of the additional duties specified in Management Rule 31 and Section 13 inclusive.
- 4) The trustees shall do all things reasonably necessary for the control, management and administration of the common property in terms of the powers conferred upon the Body Corporate.
- 5) The trustees shall do all things reasonably necessary for the enforcement of the rules in force.
- 6) The trustees shall be empowered to make, repeal, and/or amend Conduct Rules from time to time for the control, management, administration, use, enjoyment, safety and cleanliness of sections and common property which Conduct Rules shall:-
  - a) Not conflict with these Rules, the Management Rules or the Act.
  - b) Be reasonable and apply to all owners.
  - c) Immediately be binding on owners and occupiers upon copies being sent to the owners and will remain binding until the next general meeting of owners when they will be confirmed or rejected or amended in whole or in part by the owners.

**DUTIES OF OWNERS**

- 7) AN OWNER OR OCCUPIER OF A SECTION shall:-
- a) Permit any person authorised in writing by the Body Corporate, at all reasonable hours on notice (except in cases of emergency, when no notice shall be required), to enter his section or exclusive use area for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purpose of ensuring that the provisions of this Act and the rules are being observed.
  - b) Forthwith carry out all work that may be ordered by any competent public or local authority in respect of his section, other than work as may be for the benefit of the building generally, and to pay all charges, expenses and assessments that may be payable in respect of his section.
  - c) Repair and maintain his section in a state of good repair and, in respect of his exclusive use area, keep it in a clean and tidy condition.
  - d) Not at any time cause a nuisance, annoyance or disturbance to the residents of other Sections and shall ensure that all noise shall cease by 10.00pm.
  - e) Not use his section or exclusive use area, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance to any occupier of a section and in particular that no radio, hi-fi, record/cd/tape player, television set, musical instrument of any kind, appliances, power tools or any sound emitting apparatus shall be used so loudly as to annoy owners or occupants of other sections.
  - f) Notify the Body Corporate forthwith of any change of ownership or tenant in his section and of any mortgage or other dealing in connection with his section.
  - g) When the purpose for which a section or an exclusive use area is intended to be used is shown expressly, or by implication on or by a registered Sectional Title Plan, not to use nor permit such section or exclusive use area to be used for any other purpose, provided that with the written consent of all owners such section may be used for another purpose.
  - h) Not use his section, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building.

**DUTIES OF OWNERS / Continued**

- i) Not contravene, or permit the contravention of any law, bye-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the buildings or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or to any other exclusive area.
- j) Not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area.
- k) Not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building.
- l) Maintain his hot water installation which serves his section notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the Body Corporate.

**IF AN OWNER OR OCCUPIER OF A SECTION**

- 8) a) Fails to repair or maintain his section in a state of good repair as required by Conduct Rule 7(c) or
- b) Fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the trustees, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from the owner.

**ANIMALS, REPTILES AND BIRDS**

- 9) a) Pets or birds are not permitted in any section or on the common property.
- b) The feeding of wild birds on the common property will require the written permission of the Trustees.

**SERVANTS & WORKMEN**

- 10) Residents shall be responsible for the good, quiet and orderly behaviour of any domestic worker, contractor or tradesperson employed by them and shall ensure that they do not consume alcohol nor leave litter nor rubbish on the common property.
- 11) All domestic workers, contractors or tradespeople may be required to provide identification to the Body Corporate. Where quotations are required the owner or occupier shall accompany a tradesperson when on the premises.

**REFUSE REMOVAL**

- 12) AN OWNER OR OCCUPIER OF A SECTION SHALL:
- a) Deposit their refuse, within their section or any such part of the common property as may be authorised by the Trustees in writing, in black plastic bags.
  - b) For the purpose of having the refuse collected, place the secured black bag within the black refuse bins at the entrance area for removal by the local authorities at the time and day of each week as designated by the Trustees. Recycling waste shall be placed in clear plastic bags and should be put out at the same time and day of each week as household refuse.
  - b) Ensure that before refuse is placed in such black bins it is securely wrapped, or in the case of tins or other containers, completely drained.

**VEHICLES AND PARKING OF VEHICLES**

- 13) a) A resident shall only use the parking spaces allocated to the unit for the parking of a motor vehicle.
- b) Visitor's vehicles may only be parked in the designated parking areas on Hofmeyer street. Motor homes, caravans or any other type of trailer may not be parked anywhere on the common property without the prior approval of the Trustees.
- c) Owners and occupants of sections shall ensure that their vehicles and the vehicles of their visitors do not drip any fluid or any other substance onto the common property or in any other way deface the common property.
- d) No owner or occupant of a section shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, or exclusive use area or in a section.

**SECURITY AND ELECTRIC FENCE.**

- 14) a) Residents are also responsible for observing closure of the motor gate after entrance/departure of domestic workers, tradespeople, visitors and their own vehicles. The motor gate is not to be opened prematurely by remote control.
- b) In the event of the alarm/warning siren of the electric fence being triggered, it is essential that the Trustees or responsible person has access to units along the perimeter fence at all times. In the event of the units being unoccupied, the keys for such said units are to be left with such responsible person.
- c) The Body Corporate shall be responsible for ensuring that all foliage is kept clear of the electric fence on both sides of the wall.

**DAMAGE, ALTERATIONS OR ADDITIONS TO COMMON PROPERTY**

- 15) a) An owner or occupier of a section shall not, without the consent of the trustees in writing and with the approval of the local authority (if necessary) permit or make any alterations to his section or to the common property without written consent having been provided by the Trustees in accordance with a resolution taken by the members of the Body Corporate at a general meeting. Any such approved alteration shall be maintained by the respective owner of the section. In respect to alterations to the main section, the standard and design set by the developers must be maintained and all alterations or additions should be according to the architectural style of the building. Any alteration approved by the Trustees shall be completed within 12 months of such approval having been given.
- b) An owner or occupier who causes damage to any part of the common property, including the exterior walls, doors, windows, gate etc of any section, shall be liable to the body corporate for the whole cost of repair of such damage.
- c) An owner or occupier of a section shall not, without the written consent of the trustees, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property.
- d) An owner or person authorised by him may install:-
- i) Any locking device, safety glass, burglar bars or any other safety device for the protection of his section or
  - ii) Any screen or other device to prevent the entry of animals or insects:

provided the trustees have first approved in writing the nature and design of the device and manner of installation.

**APPEARANCE FROM OUTSIDE**

- 16) The owner or occupier of a section shall not place or do anything on any part of the common property, which in the discretion of the trustees, is aesthetically displeasing when viewed from outside the section.
- 17) Notwithstanding anything herein written all external visible surfaces, irrespective of whether it forms part of the section, shall from the point of view of maintenance be deemed common property and shall be repaired, maintained, decorated, by the Body Corporate.

## **BICYCLES AND SKATE BOARDS**

- 18) Cycling on the access roads is extremely dangerous and residents must exercise caution before allowing their younger children to use their tricycles or bicycles on the road without supervision. Bicycles are to be ridden in a calm and orderly manner and racing on the roadways is strictly forbidden. Roller skating and skate boarding is strictly prohibited anywhere on the common property.

## **CHILDREN**

- 19) a) Residents shall be responsible for the behaviour of their own and visiting children and shall ensure that they are aware of and observe such of these rules as concern them.
- b) Walls are not to be climbed over or on. In the event of an accident while climbing a wall, the body corporate will not accept liability for any damage or injury resulting from such accident.
- c) No noisy games, skating, skateboarding or bicycling shall be played on the common property or on the balconies. No ball shall be thrown or hit or kicked or bounced against any garage door or wall within the complex.

## **SIGNS AND NOTICES**

- 20) An owner or occupier of a section shall not place nor paint 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, without written consent of the trustees first having been obtained.

## **LITTERING**

- 21) An owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 22) Braai fires are permitted only in the communal braai area.

## **LAUNDRY**

- 23) An owner or occupier of a section shall not erect his own washing line nor hang any washing or laundry or any other items on any part of the building or the common property. Washing is only permitted to be hung for drying in the communal drying yard.

## **OCCUPANCY**

- 24) The number of persons, including children, who may occupy or temporarily reside within a section at any one time may not exceed six (6) in a three-bedroom section, four (4) in a two-bedroom section.

- 25) An owner or occupier of a section shall 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.
- 26) No section may be let for a period shorter than one month.

### **DANGEROUS ACTS**

- 27) An owner or occupier of a section shall 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.

### **LEVY CONTRIBUTIONS**

- 28) Within fourteen (14) days after each Annual General Meeting, the trustees shall calculate the amount payable by each owner in terms of the participation quota attaching to his respective section and shall forthwith advise each owner in writing of the amount payable.
- 29) Such payments shall thereupon become payable, without reminders or requests, in monthly instalments, the first of such instalments being payable on the first day of the month following such notification and subsequent payments on the first day of every month thereafter.
- 30) The trustees may from time to time, when necessary, make special levies upon the owners or call upon them to make special contributions in respect of certain specified expenses which were not included in any estimate approved at an Annual General Meeting and such levies and contributions may be payable in one sum or by such instalments and at such time as the trustees shall think fit.
- 31) 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 obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the Body Corporate, or in enforcing compliance with these rules the Schemes Management Rules or the Act.
- 32) Penalty interest at such rate as the trustees may from time to time decide will be charged on all levies outstanding after the 7<sup>th</sup> day of the month in which it falls due. The Body Corporate's Attorneys will be instructed to take legal action to recover all levies (including accrued interest) and other monies owing to the Body Corporate which are outstanding for two months or longer, all costs being for the owner's account in terms of Rule 31.

### **FAILURE TO COMPLY WITH MANAGEMENT OR CONDUCT RULES**

- 33) Should the conduct of any owner or occupier of a section or his visitor or guest constitute a nuisance or should any owner, occupier, visitor or guest breach or otherwise fail to abide by any Management Rule or Conduct Rule contained herein, the owner of the section and/or occupier may, if so determined by a resolution passed by a meeting of trustees by not less than 75% of the trustees present:-



- a) Be subject to the imposition of a fine not exceeding R1000 for the first offence, R2000 for the second offence and R3000 for each subsequent offence of a similar nature.
  - b) Be ordered to pay to the Body Corporate or to any member or other person aggrieved by the breach or failure in question, such sum as compensation as in each case shall be determined at such meeting of trustees.
- 34) The owner or occupier of a section will be invited to attend such meeting of the trustees by notice in writing not less than seven (7) days prior to the holding thereof and such owner or occupier shall be given the right to speak thereat but not be present at the voting or take any part in the proceedings other than allowed by the chairman of such meeting.

### **GENERAL**

- 35) Smoking on the common property is only permitted in the designated smoking area, being the braai area. Smoking is not permitted in any passageway, stairwell, the carpark or any area on the common property apart from the braai area. Smoking is not permitted in any exclusive use area.
- 36) If an owner or occupier is given the right to make additions or alterations to his section and/or common property, then he shall deposit an amount, fixed by the Trustees, with the Body Corporate in respect of claims that the Body Corporate may have arising from any damage done to the buildings and/or common property whilst the said additions/alterations are being effected.