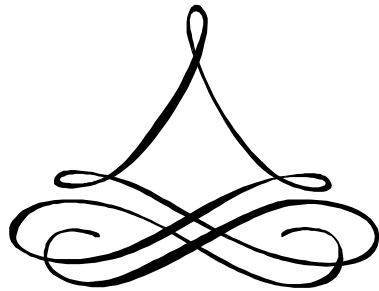


WEDGEWOOD GREEN BODY CORPORATE

S/S 47/1996

REGISTERED CONDUCT RULES

(In terms of Sectional 35 (2) of the Sectional Titles Act No 95 of 1986)



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Table of Contents

	PAGE
1. Refuse Disposal	1
2. Vehicles	1
3. Cycles	2
4. Sanitary Services	2
5. Silence	2
6. Gardening and Plants	3
7. Private Gardens / Exclusive Use Areas	3
8. Parking Areas	3
9. Children	3
10. Activities on Common Property	3
11. Servants	4
12. Sundry Provisions	4
13. Pets	4
14. Visitors and Tenants	4
15. Business Activities	4
16. Exterior	5
17. Recreation Area	5
18. Damage, alterations or additions to the Common Property	6
19. Appearance from the outside	7
20. Signs and Notices	7
21. Littering	7
22. Laundry	7
23. Storage of Inflammable Material and other Dangerous Acts	8
24. Letting of Units	8
25. Eradication of Pests	8
26. Immoral Behaviour	8
27. Compensation for Improvements	8
28. Control of Plants and Creepers	9
29. Language	9
30. Alteration of Sections	9
31. General	11
32. Enforcement of Rules	12
Annexure "A"	13

WEDGEWOOD GREEN

CONDUCT RULES

(SECTION 35 (2) OF THE SECTIONAL TITLES ACT NO 95 OF 1986)

1. REFUSE DISPOSAL

A resident shall:

- (a) deposit all refuse in the bins provided at each block for refuse disposal
- (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

2. VEHICLES

- (1) No resident 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. Vehicles of residents and their visitors may only be parked on such areas as are specifically demarcated for that purpose.
- (2) The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' consent.
- (3) Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- (4) No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (5) Vehicles may not travel at speeds in excess of 10 kilometers per hour on any portion of the common property.

- (6) Motor vehicles of residents shall be parked in carports at all times so as to leave manoeuvring space for access to neighboring carports. 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.
- (7) Caravans, boats, trailers and the like may not be parked on the common property without the permission of the Trustees. If permission is granted, caravans will only be permitted to be parked on the common property for a period not exceeding two days at any one time.

However, the Trustees will not grant permission for any one caravan to be parked on the common property for more than seven days in total in any one year.

3. CYCLES

- (1) Bicycles, motor cycles, tricycles, roller skates and skate boards etc., may not be left on any portion of the common property or on any portion of the section where it is visible to any resident
- (2) The use of soap-box carts, skateboards, roller skates etc., on the common property is prohibited.

4. SANITARY SERVICES

- (1) Unless a specific place has been designated therefor, no rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not, except for collection on such days as collection is arranged.
- (2) Rubbish may not be handled contrary to the regulations of the local authority, for example all glass must be wrapped in a double layer of newspaper, etcetera.
- (3) Refuse taken directly to the refuse removal area, if such area be established, must be deposited in the containers provided.

5. SILENCE

- (1) Silence must be maintained between 14h00 and 16h00 on Sundays and between 22h00 and 07h00 daily.

- (2) Motor hooters may not be used on the common property.
- (3) Radios, musical instruments, record players, television sets, etcetera must be used in such a manner as not to be heard in adjoining sections or on the common property.

6. GARDENING AND PLANTS

All gardening in respect of the property shall be done by persons authorised by the Trustees unless otherwise specifically agreed.

7. PRIVATE GARDENS / EXCLUSIVE USE AREAS

- (1) Private gardens and or exclusive use areas must at all times be kept neat.
- (2) Garden tools and other equipment may not be kept in any place where they will be in view from other units or any portion of the common property.

8. PARKING AREAS

- (1) No articles other than vehicles or motor cycles may be kept in carports.
- (2) Visitors shall only be permitted to use the parking bays specifically designated for visitors and no residents shall be permitted to use these parking bays

9. CHILDREN

- (1) No games are permissible on areas other than those specifically designated for that purpose.
- (2) Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or property of other residents. In particular children may not interfere with the post boxes, plants, decorations, name plates, fire fighting equipment, exterior lights, entrance gate, intercoms, swimming pool apparatus, etcetera.

10. ACTIVITIES ON COMMON PROPERTY

- (1) No hobbies or other activities may be conducted on the common property if they would cause a nuisance to other residents

- (2) Hobbies and other activities which cause undue noise are not permitted.

11. SERVANTS

- (1) Residents must ensure that their servants do not loiter on the common property
- (2) Residents must ensure that their servants do not cause undue noise on the common property or elsewhere

12. SUNDRY PROVISIONS

- (1) Residents shall not litter on the common property and garden areas
- (2) The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for owners during their normal working hours unless specifically authorised by the Trustees.
- (3) No firearms, pellets guns or fireworks may be discharged on the property.
- (4) No stones or other solid objects may be thrown on the property.
- (5) Should any damage of whatsoever nature be caused to the common property by a resident, his family, his tenants, his visitors, his employees, or his pets or those of his family, his tenants or his visitors, the resident shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

13. PETS

- (1) No animals or pets may be kept at Wedgewood Green

14. VISITORS AND TENANTS

- (1) Residents are responsible for the conduct of their visitors and tenants and they must ensure that the rules, whether in terms of the Act or these rules are properly adhered to.

15. BUSINESS ACTIVITIES

- (1) No business professions or trades may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a residential Sectional Title Scheme
- (2) No auctions or jumbles sales may be held on the common property or in a section.

16. EXTERIOR

- (1) No air-conditioning units which are visible from the outside of any section may be installed.
- (2) No decorations may be attached to the exterior of a section nor may the exterior of a section be painted or otherwise treated, unless specifically authorised by the Trustees
- (3) No awnings or exterior burglar proofing may be erected unless prior written approval has been obtained from the Trustees.
- (4) No additional external television aerials may be installed.

17. RECREATION AREA

- (1) The recreational facilities are for the exclusive use of the residents. Guests must be accompanied by a resident while using these facilities. Discretion must be used by residents with respect to the number of guests to avoid monopolising the garden area. The Trustees reserve the right to restrict the use of the facilities by visitors.
- (2) Common courtesy and regard for the rights of others are essential for the full enjoyment of these facilities by all. Residents are responsible for the behaviour of their guests. It is expected that everyone will use common sense regarding water safety and cleanliness.
- (3) Children under 12 years of age must be actively supervised by a person over 16 years of age.
- (4) No glass objects or bottles are permitted in the pool area.

- (5) No bicycles, tricycles, go-karts, skateboards, roller skates etcetera are permitted in the pool or recreation area.
- (6) The only entrance to the pool area is through the gate provided.
- (7) Undue noise, including radios and record players, and use of profane language is not permitted.
- (8) No ball games are permitted in the pool area.
- (9) No braais are permitted in the pool area other than the designated area. Residents using the facility shall be responsible for leaving the area in a clean and tidy condition.
- (10) No private parties may be held in the swimming pool area without the prior written permission of the Trustees.
- (11) No person with any infectious diseases or with open wounds of any type shall be permitted to use the pool

18. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY.

- (1) An owner or occupier 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.
- (2) Notwithstanding sub-rule (1), an owner or person authorised by him may install:
 - (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his section or
 - (b) any screen or other device to prevent the entry of any animals or insects

provided that the Trustees have first approved in writing the nature and design of the device and manner of its installation.
- (3) Should any damage of whatsoever nature be caused to the common property by an owner, his family, his tenants, his servants, his visitors, private

contractors employed by him, or his agents, then the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

19. APPEARANCE FROM THE OUTSIDE

- (1) The owner or occupier of a section used for residential purposes shall not install anything on any part of the common property, balconies, patios, stoeps, corridors, gardens, awnings or canopies of any description which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the section.

20. SIGNS AND NOTICES

- (1) No owner or occupier or their agents of a section, used for residential purpose, shall place or distribute 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 the written consent of the Trustees first having been obtained.
- (2) Any boards advertising the sale of a section shall only be permitted on the common property over weekends while the section is on show for sale.

21. LITTERING

- (1) No resident shall deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, builders rubble, food scraps or any other litter whatsoever.

22. LAUNDRY

- (1) No resident shall erect his own washing lines nor hang any washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from other sections.
- (2) Washing lines may be erected with the permission in writing from the Body Corporate for private use by the owner of the said premises, providing they be neat and accepted at the sole discretion of the Trustees.
- (3) Washing hung out to dry in designated areas is at the sole risk of the person doing so.

23. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- (1) No resident shall store any material, or do or permit or allow to be done, any other act, in his section or in any of the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

24. LETTING OF UNITS

- (1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The onus shall be upon the owner to ensure that a tenant or occupant is aware of and complies with these rules.

25. ERADICATION OF PESTS

- (1) An owner or occupier shall keep his section free of 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 his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests.
- (2) 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 which may be damaged by any such pests shall be borne by the owner of the section concerned.

26. IMMORAL BEHAVIOUR

- (1) An owner or occupier shall not enter the buildings or his section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

27. COMPENSATION FOR IMPROVEMENTS

- (1) An owner shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate for any additions or improvements effected by him to any of the common property unless at the

express consent in writing of the Body Corporate or at the unanimous decision of the Trustees.

28. CONTROL OF PLANTS AND CREEPERS

- (1) In the event of creepers or other plants growing on the exterior of a section, the owner directly in front of which the base of the creeper is situated, shall be responsible therefor. Should such creeper or plant grow onto an adjoining section, the owner shall be obliged, if called upon by the Trustees in writing to either control the creeper to the satisfaction of the adjoining owner or to remove it altogether. No creeper shall be allowed to grow in such a manner as to cause damage to the buildings or the exterior thereof.

29. LANGUAGE

- (1) Any owner or occupant, should he / she, not speak, read or understand the English language, undertakes to get a translation at his own cost and expense, all the Rules, Agreements or any other document relevant in connection herewith.

30. ALTERATION OF SECTIONS

- (1) No owner of a section shall, except with the prior written consent of the Trustees and in accordance with section 24 of The Sectional Titles Act No 95 of 1986, alter or add to, or permit to be added to or altered, structurally or decoratively, externally or internally, the whole or any portion of such section.
- (2) An application for permission to carry out any work contemplated in (1) shall be submitted to the Trustees in writing together with plans and shall:
 - (a) state the date of commencement and completion of such work
 - (b) contain details of the manner in which the building materials will be conveyed up from, and down to ground level and the volumes of such materials.

If outside building hoists, or block and tackle gear are to be used, details of the intended equipment are to be submitted to the Trustees and consent obtained prior to installation.

- (3) Before the Trustees approve any plans for any work contemplated in (1), the applicant will deposit a sum of money with the managing agent which will not exceed R1 000.00. The Trustees shall at their discretion allocate funds from this deposit to repair damage caused to the common property by the applicants' building operations. Where a deposit becomes insufficient the Trustees shall require a further deposit. When the works are completed, the deposit, without interest, less deductions, if any, will be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees may have.
- (4) The Trustees will nominate an agent ("the nominated Trustee") who will be responsible for day to day dealing with an owner engaged in any work contemplated in (1)
- (5) If this rule is infringed in any respect whatsoever and by any persons whosoever, the nominated Trustee is empowered to order the suspension of work until the nominated Trustee is satisfied and assured by the owner that there will be no reoccurrence failing which the Trustees are empowered to apply for a court interdict to stop building work in progress and the cost of such action shall be born by the owner.
- (6) The owner shall ensure that:
 - (a) the building contractor employs a full-time, responsible foreman on the site during all the permissible times and that no work may proceed if he absents himself even temporarily.
 - (b) PVC dust sheets are fitted to any exposed part of the section being altered so that no dust escapes from the section. Any dirt or dust that may dirty common property in spite of these protective measures, must be cleaned up immediately.
- (7) No building materials may remain on any part of the common property after the end of the day and all dust and rubble must be completely removed at the end of each working day. During the day building materials may only be stored in areas designated by the nominated Trustee.
- (8) Any damage to neighboring sections or to the common property must be made good immediately and, failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired.

- (9) It shall be the applicant's responsibility to note and bring to the attention of the nominated Trustee any damage existing before commencing operations and for which he accordingly will not be responsible.
- (10) Any alterations, construction or any other such like work may not be carried out except during the hours from Monday to Friday 08h00 to 17h00 and all such activities are prohibited on Saturdays, Sundays, and public holidays. Emergency repairs may be effected outside these hours if sanctioned by the Trustees.
- (11) All work, but particularly plumbing and electrical work done by an owner or occupier on any section shall be done only by suitably licensed or registered workman and contractors.

31. GENERAL

- (1) An owner shall not:
 - (a) use his section or permit his section to be used for any purpose which is injurious to the reputation of the building
 - (b) keep or do anything on the common property after having been served with notice in that regard by the Trustees
 - (c) deny the Trustees access to any section for the purpose of inspection.
- (2) When the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- (3) No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of the owners of sections.
- (4) Should the caretaker or manager be requested to give access to any section by any owner or occupier such instruction shall be at their sole risk.
- (5) Under no circumstances may residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical

faults detected on the common property must be reported to the manager / caretaker.

32. ENFORCEMENT OF RULES

- (1) Any breach of these rules shall be dealt with in the manner provided in Annexure “A” of these rules.

ANNEXURE “A”

- A. 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.
- B. 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 of a time, date and place at which the complaint shall be adjudicated upon. The Trustees shall similarly notify the complainant of such time, date and place.
- C. At the appointed time and place a quorum of not less than 5 Trustees or 70% of the Trustees, whichever is the lesser shall inquire into and investigate the complaint, and shall have the power to call before them and examine any member of the Body Corporate, any resident, guest, invitee or any other person who may be able to give evidence of assistance to the Trustees in arriving at a decision. The Trustees shall also have the power and be entitled to appoint an attorney to act on behalf of the Body Corporate.
- D. If after due delivery and providing that an application for an adjournment or remand has not been submitted by the alleged offender in writing and duly served upon the Trustees, the alleged offender fails or refuses to attend the adjudication, the Trustees shall be empowered to adjudicate in the alleged offender's absence, and such findings as may be made shall then have the due force and effect of a finding made in his presence and with his participation.
- E. The alleged offender shall have the right to call evidence in support of his contentions and in defense to the complaint against him and he, the complainant, and any person giving evidence at the inquiry shall have the right to be legally represented, providing only that this shall be done at their cost and not that of the Body Corporate or the Trustees.
- F. After hearing all the evidence considered necessary by them, the Trustees shall give such decision/s as appears to the majority of them to be just and equitable and may decide to take no action or to caution or reprimand the alleged offender or to impose a pecuniary penalty in the sum not exceeding R1 000.00 (one thousand rands). Such pecuniary penalty shall be paid into

the coffers of the Body Corporate. Notwithstanding the above, the Trustees may suspend such pecuniary penalty in total or in part, may require the alleged offender to lodge a pecuniary bond or pledge which shall be repayable without interest after a period specified by the Trustees, which pledge shall be considered to be a “binding over to keep the peace” as practiced in South African Criminal Law. Nothing shall prevent the Trustees, should the facts so warrant it from binding both alleged offender and complainant over to keep the peace.

- G. If the Trustees decided to impose a pecuniary penalty the fact thereof and the amount of the penalty shall be certified in writing to the Chairman of the Trustees and delivered to the alleged offender who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate the amount of the penalty therein prescribed within a period of 28 (twenty eight) days of receipt of such certificate.
- H. The Trustees shall forthwith inform all members of the Body Corporate in writing of the outcome of the inquiry and the amount of the penalty imposed, if any, but failure to do so shall not invalidate the inquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.
- I. The alleged offender and any other member of the Body Corporate shall have the right to appeal to an extraordinary general meeting of the Body Corporate. Such appeal shall be lodged in writing with the Chairman of the Board of Trustees within 21 (twenty one) days of the date of the decision, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the grounds of appeal. Until expiry of the period of 21 (twenty one) days aforesaid any consequences arising from the verdict and sentence shall be deemed to be suspended.
- J. Upon timeous receipt of a duly completed notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and the Chairman of the Trustees shall, within 21 (twenty one) days after receipt of the notice of appeal convene an extraordinary general meeting of the Body Corporate for the purpose of hearing the appeal. The provisions contained in Annexure 8 of the Sectional Titles Act No 95 of 1986, relating to the convening and conduct of meetings shall prevail.
- K. At the extraordinary general meeting the provision of C; D; E; F; G shall apply mutatis mutandis. An appeal shall be decided by an ordinary majority

of the members present at the extraordinary general meeting who shall have absolute discretion and whose decision shall be binding on the alleged offender and all members of the Body Corporate.

- L. On appeal the decision of the Trustees may be confirmed, set aside or otherwise varied as the Body Corporate may determine. If the appeal is dismissed any penalty imposed by the Trustees and or Body Corporate shall be paid to the appellant within 7 (seven) days of the date of such dismissal.
- M. No member of the Body Corporate or a Trustee shall be entitled to adjudicate or vote on any matter in which he was the initial “alleged offender”
- N. Nothing in the Rules or in Annexure “A” shall be considered as removing the rights of the Trustees to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.
- O. A written record of the initial inquiry and appeal may be kept by the Chairman of the Trustees or his delegated deputy. Should such written record be kept it shall be deemed absolutely to be a correct and accurate transcript of all proceedings.