

Widenham Terrace

BODY CORPORATE
PO BOX 1224, UMKOMAAS, 4170 TEL/FAX (039) 973-0931

CONDUCT RULES

(Section 35(2)(b) of the Sectional Titles Act No 95 of 1986)

For the Use and Enjoyment of
The Sections and Common Property at

THE WIDENHAM RESORT BODY CORPORATE

Sectional Title Scheme No. SS 145 / 1997

INDEX TO CONDUCT RULES

PRELIMINARY

- A. APPLICABILITY
- B. INTERPRETATION
- C. DIRECTIVES

RULE

- 1. ANIMALS, INSECTS, REPTILES & BIRDS (PETS)
- 2. REFUSE DISPOSAL
- 3. PARKING & DRIVING OF MOTOR VEHICLES
- 4. DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO COMMON PROPERTY
- 5. APPEARANCE FROM THE OUTSIDE
- 6. SIGNS & NOTICES
- 7. LITTERING
- 8. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS
- 9. LETTING & OCCUPANCY OF UNITS AND RELATED MATTERS
- 10. ERADICATION OF PESTS AND HEALTH REGULATIONS
- 11. NOISE AND / OR NUISANCE
- 12. ACTIVITIES ON THE COMMON PROPERTY
- 13. SECURITY, SAFETY & RISK, INCLUDING ACCESS CONTROL
- 14. EMPLOYEES
- 15. COMPLAINTS
- 16. RELAXATION OF RULES
- 17. CONTRAVENTION OF RULES
- 18. IMPOSITION OF PENALTIES

PRELIMINARY

A. APPLICABILITY

- (1) The Conduct Rules, the provisions of section 44 of the Sectional Titles Act, No 95 of 1986 (hereinafter referred to as "the Act") and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupants of sections and on the trustees and managing agent (if so contracted).
- (2) It shall be the duty and responsibility of an owner to ensure compliance with these Conduct Rules by the lessees or occupants of his or her section, including the employees, guests and any family members of the owner, or of his or her lessees or of the occupants of his or her section.
- (3) Should any damages be caused by or penalties be imposed on any of the persons referred to in sub-paragraph (2) above, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties imposed. The owners concerned may further be held liable for damages, penalties, all legal costs (including costs as between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules. Damages, penalties, legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owner's levy statement and shall bear interest as a levy debt, and shall be covered as a levy.

B. INTERPRETATION

- (1) The clause headings are for convenient reference and shall not be considered in the construing or interpretation of these Conduct Rules.
- (2) Unless the context clearly indicates a contrary intention:
 - a. The singular shall include the plural and vice versa; and
 - b. A reference to any one gender shall include the other gender; and
 - c. A reference to a natural person includes juristic persons, trusts and partnerships and vice versa.
- (3) Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the normal, literal meaning assigned to such words and expressions.
- (4) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

C. DIRECTIVES

- (1) The trustees may from time to time issue directives in connection with any Conduct Rule.
- (2) The directives shall not be in conflict with the Act or any Management or Conduct Rule.
- (3) The directives shall provide direction, guidance or clarity as to the practical application of a Conduct Rule.
- (4) The trustees are not authorized to create further Conduct Rules or to amend existing ones through their issuing of directives.

CONDUCT RULES

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

1. ANIMALS, INSECTS, REPTILES AND BIRDS (PETS)

- 1.1 An owner, lessee or occupant of a section shall not, without the consent in writing of the trustees, which approval shall not be unreasonably withheld, keep any animal, insect, reptile or bird (pet in a section or on the common property.
- 1.2 When granting such approval or at any time subsequent to the approval having been granted, the trustees may prescribe any reasonable condition or conditions. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.
- 1.3 The trustees may withdraw their approval in the event of breach of any of the conditions prescribed in terms of sub-rule 1.2.
- 1.4 Upon the breach of or non-compliance with the provisions of this Rule, the relevant section owner may become liable for a penalty or penalties imposed under Rule 18.
- 1.5 In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to the application, including such costs as are referred to in Management Rule 31(1)(5).

2. REFUSE DISPOSAL

- 2.1 An owner, lessee or occupant of a section shall:
 - a. Ensure that his or her refuse is placed in a refuse bag and that such bag is securely tied before being placed in a refuse bin.
 - b. Ensure that any glass, blades or any other sharp items are securely wrapped in a manner that they do not pose any risk of harm before being placed in a refuse bag and being presented for disposal.
 - c. Comply with any directives imposed by the trustees from time to time regarding the disposal of refuse and not dispose of or allow the disposal of refuse, waste or rubbish contrary to this Rule or any directives.
- 2.2 No cooking oils or fats or items such as rubber, plastic, paper towels, sanitary towels, tampons, condoms or nappies may be disposed of into the sewerage system, whether via kitchen sinks, wash basins, toilets, drains or by any other means whatsoever.

3. PARKING & DRIVING OF MOTOR VEHICLES AND OTHER VEHICLES

- 3.1 An owner, lessee or occupant or any visitors, employees or contractors of owners, lessees or occupants may a motor vehicle upon the common property in a manner and in a position that

does not block or impede the access or freedom of movement of another owner, lessee or occupant or in any manner restrict the movement of people or vehicles within the Scheme.

- 3.2 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 in a manner that contravenes sub-rule 3.1.
- 3.3 Owners, lessees and occupants or any visitors, employees or contractors of owners, lessees or occupants shall ensure that their vehicles do not drip oil or brake fluid on to the common property or in any other way damage, deface or dirty the common property.
- 3.4 No owner, lessee or occupant shall be permitted to dismantle or effect major repairs to any vehicle or to service any vehicle on any portion of the common property without the consent in writing of the trustees, which consent shall only be given after consultation by the trustees with neighbouring owners, lessees or occupants or other persons who may be affected by any disturbance or inconvenience caused by the work to the vehicle.
- 3.5 Vehicles with a GVM exceeding 3000 kilograms are not permitted to be driven or parked within the Scheme.
- 3.6 No caravans, boats or trailers may be parked on the common property without the prior written consent of the trustees, which consent shall not be unreasonably withheld.
- 3.7 The parking of vehicles on the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its trustees or its agents or any of its employees for any loss or damage of whatever nature which the owner may suffer in consequence of his or her vehicle having been parked on the common property.

4. DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO COMMON PROPERTY

- 4.1 It is recorded that the exterior of sections and Exclusive Use Areas are and remain part of the common property.
- 4.2 An owner, lessee or occupant or a person authorized by him or her may install any locking device, security gate, burglar bars or other safety device for the protection of his or her section or any screen or other device to prevent the access or egress of people or animals, provided that the trustees have first approved the nature and design of the device and the manner of its installation.
- 4.3 No owner, lessee or occupant or any person authorized by him or her shall construct, attach to or fix to the exterior of a section or anywhere on the Exclusive Use Area or to any other part of the common property any alterations, fixtures or additions, without exception, without the prior written consent of the trustees, who may attach reasonable conditions to their consents.

- 4.4 A request for consent or approval contemplated in sub-rules 4.2 and 4.3 must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, materials, colour and location of the proposed item.
- 4.5 The trustees' consent for such structures or items as contemplated in sub-rules 4.2 and 4.3 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the items, at this or her own cost. Should an owner fail to remove such structure or item and any such failure persists for a period of 14 (fourteen) days after written notice to remove having been given, the trustees may have the same removed at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting therefrom.
- 4.6 Any additions to a section or any structural alterations affecting a section and the common property, and any alterations to plumbing, electrical installations, drainage or conduits may only be carried out after:
- (1) Compliance with all relevant provisions of the Act and the Rules, including, but not limited to first obtaining consent of the body corporate by Special Resolution to the additions or structural alterations
 - (2) Obtaining the written consent of the trustees, which may be accompanied by conditions
 - (3) Obtaining the written approval of the local authority, if applicable
- 4.7 All additions, structural alterations and alterations to plumbing, electrical installations, drainage or conduits must comply with the standards required by the local authority and the National Building Regulations & Building Standards Act, No. 103 of 1977 as amended from time to time.
- 4.8 Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property. For this reason, any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purpose of this Rule.
- 4.9 In addition to any other relevant provisions, the following provisions shall apply in respect of any additions, structural and alterations to plumbing, electrical installations, drainage or conduits:
- (1) Written application with specifications, time frame and a plan of the proposed additions or alterations must be submitted to the trustees to obtain their provisional consent
 - (2) The trustees may require the applicant to canvass the comments of immediate neighbours and to submit any comments or objections that may be raised
 - (3) The trustees may grant provisional consent, or refuse such consent with reasons being provided. The consent may also be accompanied by reasonable conditions and the trustees may require that a report by an architect or a structural engineer be provided at the cost of the application
 - (4) If provisional consent is given, the owner must proceed to have building plans approved by the local authority (if required)

- (5) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees before work commences
- (6) During building operations the owner, lessees or occupants or any contractor or person authorized by him or her shall not leave any obstructions, including by not limited to building materials and rubble, to the free flow or pedestrian or vehicular traffic on any part of the common property
- (7) The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be) for any damage caused by him or her, his or her workmen or contractors, to the common property or to other sections or property of other owners, lessees, occupants or the visitors of the same, and indemnifies the body corporate against such damage or any claims arising there from
- (8) Any work done in pursuance of this Rule and involving noise must be done on weekdays during the hours 07:30 to 17:30 or during the hours 07:30 to 14:00 on Saturdays, but not at all on Sundays or public holidays

5. APPEARANCE FROM THE OUTSIDE

- 5.1 An owner, lessee or occupant of a section shall not place, store or do anything in a section, on any part of the common property or on exclusive use areas which is, in the reasonable opinion of the trustees, aesthetically displeasing or undesirable when viewed from the outside of the section.

6. SIGNS & NOTICES

- 6.1 No owner, lessee or occupant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the consent of the trustees first having been obtained. The trustees may impose any reasonable conditions when granting their consent.

7. LITTERING

- 7.1 Subject to Conduct Rule 2, an owner, lessee or occupant of a section, and any visitors of the same, shall not deposit, throw or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, papers, cigarette butts, food scraps, pet litter or any other litter whatsoever.

8. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 8.1 With the exception of gas that is used for cooking and heating in the sections and which must be dealt with in accordance with regulations applicable to the storage and use of such material, an owner, lessee or occupant of a section shall not store any flammable or

dangerous material, or permit or allow this to be done, or do any other dangerous act in a section or on the common property which may constitute a danger to other owners, lessees or occupants or their visitors or that will result in an increase in the insurance premium payable by the body corporate in respect to any common property.

9. LETTING & OCCUPANCY OF UNITS AND RELATED MATTERS

- 9.1 All lessees of units and other persons granted rights of occupancy by any owner are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or grant of right of occupancy.
- 9.2 Before a lessee or occupant takes occupancy of a section, the applicable owner shall provide the lessee or other occupant with a copy of the Conduct Rules and directives and inform such lessee or other occupant of his or her duty to comply with the Conduct Rules and any directives imposed in terms thereof. The owner shall obtain the lessee's (or other occupant's) written acknowledgement of receipt of the Conduct Rules.
- 9.3 An owner of a section shall, within 7 (seven) written days after concluding a lease agreement or other occupancy arrangement, furnish the trustees with the full names, identity number and contact telephone numbers of his or her lessee or other occupants and shall further furnish the trustees with the lessee's (or other occupant's) written acknowledgement of receipt of the Conduct Rules and any applicable directives.
- 9.4 An owner shall notify the trustees in writing within 7 (seven) days of the conclusion of a lease agreement or other occupancy arrangements, of the conclusion of such agreement or arrangement.
- 9.5 An owner shall be responsible for recovering from a departing lessee (or other occupant) any access control remotes that he or she may have had in his or her possession and, in the event that it is not possible to recover said remotes, inform the trustees of the loss thereof forthwith so that the applicable remote may be disabled.
- 9.6 No owner of a section shall allow more persons to occupy a residential section than as set out below:
 - (1) 4 (four) persons in a two-bedroom residential section
 - (2) 6 (six) persons in a three-bedroom residential section
- 9.7 Notwithstanding sub-rule 9.6, with the prior written consent of the trustees, which shall not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 21 (twenty one) days at a time and not for an aggregate period of more than 35 (thirty five) days in a calendar year.

10. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 10.1 An owner 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 authorized

agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

11. NOISE AND / OR NUISANCE

- 11.1 No noise that is excessive, in the discretion of the trustees, may be created at any time in a section or on the common property.
- 11.2 After 22:00 noise levels should be reduced, while, between 24:00 and 06:00 all noise must be kept at levels which cannot be audible outside of the sections.
- 11.3 Horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger or in the case of an emergency.
- 11.4 No owner, lessee or occupant may do or permit anything to be done in his or her section, exclusive use area or on the other common property, which constituted a nuisance or an unreasonable invasion of the privacy of or right to peaceful enjoyment of the Scheme of other owners, lessees or occupants, or allow his or her children to cause any such disturbance.

12. ACTIVITIES ON THE COMMON PROPERTY

- 12.1 Use of the common property, including the swimming pool and any other facilities or structures on the common property, is subject to the express understanding that use is at the risk and responsibility of the person involved and that no liability shall attach to the body corporate or its trustees or its agents or any of its employees for death or injury or any loss or damage of whatever nature which the person may suffer in consequence of his or her use of the common property
- 12.2 No business or trade may be conducted in residential sections or on the common property without prior written consent of the trustees first having been obtained.
- 12.3 No owners, lessees or occupants or their visitors may conduct themselves or engage in any behavior or activities on the common property in a manner that could cause a disturbance or create any danger to persons or property on the common property.
- 12.4 Under no circumstances may owners, lessee or occupants or their visitors tamper with any equipment on the common property.
- 12.5 Owners, lessees and occupants are prohibited from using the fire hoses from any purpose other than the emergency fighting of fires.
- 12.6 No explosives, crackers, fireworks or items of similar nature may be exploded, lit, discharged or operated in a section or on any part of the common property.

- 12.7 No firearms may be displayed on any part of the common property or discharged in a section or any part of the common property, except under such circumstances which would reasonably justify the use of a firearm for self-defense and related purposes.
- 12.8 No air guns, pellet guns, paintball guns, bows and arrows, cross-bows or any similar weapon or device may be displayed on any part of the common property or discharged in a section or any part of the common property.
- 12.9 No owner, lessee or occupant may plant any shrub, tree or plant on the common property or damage or remove any shrub, tree or plant on the common property with the prior written consent of the trustees.
- 12.10 No owner, lessee or occupant may erect a tent or similar structure on any part of the common property or permit his or her visitor to do the same, or place a caravan or campervan or motorhome or similar vehicle on any part of the common property for the purpose of occupation, or permit his or her visitor to place or occupy the same on any part of the common property, without the prior written consent of the trustees. The trustees may impose any reasonable conditions upon such grant.
- 12.11 No skateboards, roller blades, roller skates, carts or bicycles may be ridden or used within the confines of the swimming pool area.
- 12.12 No balls other than inflatable beach balls may be used in the swimming pool or within the confines of the swimming pool area.
- 12.13 No inflatable devices may be used in the swimming pool other than pool tubes, lilos and arm bands may be used in the swimming pool. The use of motor vehicle tubes or any other inflatable device which has a protruding inflation valve is expressly prohibited.
- 12.14 With the prior written consent of the trustees, the lapa area at the swimming pool area may be booked and used by owners, lessees or occupants for the purpose of holding private functions. The trustees may impose conditions on the use of the lapa area.
- 12.15 The trustees may from time to time impose directives in respect to the use of the common property including, but not restricted to, the operating hours of the swimming pool and any other conditions or restrictions which may apply to the use of the swimming pool and the swimming pool area and braai area.

13. SECURITY, SAFETY & RISK, INCLUDING ACCESS CONTROL

- 13.1 Owners, lessees and occupants of sections must at all times ensure that the security and safety of other occupants and their property and, in particular, must:
- (1) Handle their access controls responsibly and report any loss of access control remotes to the trustees
 - (2) Ensure that upon entering or leaving the premises the relevant pedestrian or motor vehicle gate is properly closed after their entry or egress, as the case may be
 - (3) Ensure that none of the gates are ever opened for unknown or uninvited persons

(4) Comply with any security measures and directives imposed from time to time by the trustees.

- 13.2 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate of whatsoever nature arising either from such use, or for anything which may befall any person during the course of such use. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or facilities or in the individual sections, nor shall the body corporate be liable for any act done or for any neglect on the part of the body corporate or the trustees or any of the body corporate employees, agents or contractors.
- 13.3 The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter and any other property of owners, lessees or occupants.

14. EMPLOYEES

- 14.1 Owners, lessees and occupants of sections may not request body corporate employees to perform work or tasks for them during their work hours.
- 14.2 Owners, lessees and occupants of sections may not interfere with body corporate employees in the performance of their duties as allocated to them by the trustees or the caretakers, as the case may be, but must give their full co-operation to such employees.
- 14.3 Owners, lessees and occupants of sections are responsible for the conduct of their own employees on the common property and shall ensure that they:
- (1) Do not cause a nuisance on the common property
 - (2) Comply with the security measures, including but not limited to access and egress controls and measures, and directives imposed from time to time by the trustees
- 14.4 No employees of owners, lessees and occupants of sections may have or be permitted to have gate access control remotes in their possession outside of the boundaries of Widenham Resort.
- 14.5 Owners, lessees and occupants of sections are required to inform their employees of the content of these rules generally and Rule 14 specifically and inform such employees of their duty to comply with the conduct Rules and any directives imposed in terms thereof.

15. COMPLAINTS

- 15.1 All complaints must be submitted to the trustees in writing and, in order for the trustees to be able to give their attention, must contain sufficient information to the time, place and nature of the complaint, as well as of the persons involved, if known.

16. RELAXATION OF RULES

16.1 No indulgence or relaxation of these Rules which may be granted from time to time shall constitute a waiver or consent or prevent their enforcement by the trustees at any time.

17. CONTRAVENTION OF RULES

17.1 Should any Conduct Rules be contravened the trustees may:

- (1) Impose a penalty in terms of Conduct Rule 18
- (2) Withdraw any permissions or consent that might have been given in the event of related non-compliance with the conditions attached to the permission or consent or related breach or contravention of the Conduct Rule or Rules
- (3) Obtain an interdict
- (4) Pursue any other legal recourse that is available to the trustees
- (5) Impose or pursue more than one of the above-mentioned

18. IMPOSITION OF PENALTIES

- 18.1 If the conduct of an owner, lessee or an occupant of a section or his or her visitors constitutes a nuisance in the reasonable opinion of the trustees, or if an owner, lessee or occupant or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and, where applicable, the lessee or occupant as well, with a written notice which may, in the discretion of the trustees, be delivered by hand or by email or by registered post. In the notice the particular conduct which constitutes a nuisance must be adequately described, or the Rule that has allegedly been contravened must be clearly indicated, and the owner must be warned that if he or she or, where applicable, his or her lessee or occupant, persist in such conduct or contravention, a fine may be imposed on the owner of the section.
- 18.2 If the owner or, where applicable, the lessee or occupant nevertheless persists in the particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a penalty upon the owner.
- 18.3 A written notice by which the owner and, where applicable, the lessee or occupant, is informed of the purpose of the meeting and invited to attend, must be sent to the owner and, where applicable, the lessee or occupant, at least 7 (seven) days before the meeting is held. At the meeting, the owner and, where applicable, the lessee or occupant must be given the opportunity to present his or her case in reply to the alleged conduct or contravention.
- 18.4 After the owner and, where applicable, the lessee or occupant has been given the opportunity to present his or her case, the trustees may, by way of trustees resolution of a minimum 66% of the trustees present, with a minimum of three trustees being present, impose on the owner an initial penalty for the first offence and subsequent penalties for every identical or similar offence thereafter according to the following:

(1) First offence R250.00 (Two Hundred and Fifty Rand)

(2) Second and subsequent offences R500.00 (Five Hundred Rand)

18.5 Any penalty imposed in terms of sub-rule 4 shall, if not paid within 14 (fourteen) days after the owner has been notified of the imposition thereof, be added to the contribution which an owner is obliged to pay in terms of section 37(1) of the Act and will be claimable and recoverable by the trustees as part of the monthly levies payable by the owner.

18.6 The body corporate may, at a general meeting, from time to time, determine the amount of the penalties.