

Body Corporate of Idawill Court  
Amended Conduct Rules – 2013

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Rules for the Control of the building known as Idawill Court Body Corporate Sectional  
title number 97/1991

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**1. Preliminary.**

These rules have been added to and amended in accordance with section 35(2)(b) of the Act and subject to the provisions of section 35(3) and (5) of the Act.

**2. Interpretation.**

In the interpretation of these rules, unless the context otherwise indicates, the following apply:

2.1. "Act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force hereunder.

2.2. "Trustee" includes an alternate trustee.

2.3. "Managing agents" means the agent appointed by agreement, to assist the trustees with all matters relating to the administration and management of the property, the contact details of which are published by notice on the premises and on the monthly levy statements sent to the owners.

2.4. "Resident" means the owner and, in the case of non-resident owners, their lessees or tenants, whether in terms of a written lease or otherwise.

2.5. Words and expressions to which a meaning has been assigned in the Act, shall bear the meanings so assigned to them.

2.6. Where a word is not specifically defined in these rules, or the Act, it shall be taken to have its normal everyday meaning in the context of the body corporate rules.

2.7. "the Building" shall mean the building for which these rules apply.

2.7. Words importing –

2.7.1. The singular number only shall include the plural and the converse shall also imply; and

2.7.2. The masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

2.8. The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

**3. Notification and knowledge of rules.**

3.1. When purchasing a residential unit at Idawill Court, new owners should be conversant with the Sectional Titles Act and current House/Conduct Rules.

3.2. Where a section is leased to a lessee by the owner thereof, it is the responsibility of the owner of such section to ensure that his lessee is fully notified of and adheres to these rules.

3.3. An owner shall provide his lessee with a full copy of the rules at his own expense.

3.4. An owner of a section may be held liable by the Trustees for any breach of these rules by his lessee or their visitors.

3.5. The terms and conditions of the Conduct Rules shall be deemed to be incorporated in a lease or contract between an owner and a lessee, and any clause in such a lease or contract which is inconsistent with the rules shall be void and of no force or effect.

#### **4. Requests and Complaints.**

4.1. Requests and complaints of any nature, pertaining to matters governed by these rules or otherwise, shall be made to the Trustees or managing agent in writing.

4.2. Requests and complaints will not be considered by the Trustees unless submitted in writing.

#### **5. General Provisions Regarding the use of Sections and Common Property.**

5.1. Unless 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 to be for business purposes, an owner shall use or permit his section to be used solely for residential purposes.

5.2. All occupiers of sections shall ensure that their respective activities in and uses of the common property and of a section or any part thereof (which includes all services, facilities and amenities available on the common property) shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining occupiers of the building and in accordance with these rules and the provisions of the Act.

5.3. Unless otherwise authorised in writing by the Trustees, on written application, the maximum number of persons who may reside in or occupy a section, which is described as a residential section on the sectional plan, is as follows:

	<b>SECTION DESCRIPTION</b>	<b>NUMBER OF PERSONS</b>
5.3.1.	Bachelor flats	3 persons
5.3.2.	Bachelor flats numbered 1,9,17 and 25	4 (four) persons
5.3.3.	One bedroom flats	5 (five) persons

5.4. A Resident may not store, or leave, or allow to be stored any article in any part of the common property, except with prior written consent of the Trustees, on written application.

5.5. A Resident of a section is liable for the conduct of his visitors and he must ensure their adherence to all requirements of the Act and these rules.

5.6. Residents and visitors are not allowed to park on common property areas.

5.7. When a section is to be vacated, or sold to a new owner, the current owner is required to notify the Trustees and the Managing Agent in writing. It is also advisable for the owner to arrange for the introduction of his lessee, or the new owner to the Trustees, or a representative of the Trustees.

5.8. Unless otherwise authorised in writing by the Trustees, no persons may live in sections which are not described as residential sections on the sectional plans of the Body Corporate.

5.9. No domestic workers may be housed on the property without the prior written permission of the Trustees having been obtained. The granting of such permission shall be in the sole discretion of the Trustees and permission may be withdrawn at any time by the Trustees upon giving the owner or occupier 7 (seven) days written notice of such withdrawal. In such event the owner or occupier shall ensure that the domestic worker in question is permanently removed from the property or the section within the stipulated period.

5.10. No owner or occupier shall employ and/or house servants on the property or in a section illegally or contrary to any law, by-law, the Sectional Titles Act or the rules of the Body Corporate.

## **6. Vehicles**

6.1. No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.

6.2. Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.

6.3. No owner or occupier 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.

6.4. Vehicles may not be washed on the common property.

6.5. No bicycles, tricycles, roller skates or skate boards may be used on the premises.

## **7. The Sale of Common Property.**

In the event that the Trustees should plan to sell a portion of Cartref common property for owner parking or any other purpose, the agreement of all members of the Body Corporate must first be obtained in writing.

## **8. Storage of Inflammable Materials and other Dangerous Acts.**

A Resident shall not, within a section or on common property:

8.1. Store or harbour any inflammable/dangerous materials; or

8.2. Do or allow to be done any dangerous act that may vitiate any fire insurance policy held by the Body Corporate, or increase the premium payable in respect of such a policy.

## **9. Security.**

9.1. Owners and occupiers are required to observe reasonable care when using the security door at the front of the building.

Neither the Trustees nor the Body Corporate shall be liable for any damage howsoever caused to the person or property of any owner, tenant, occupant, invitee or guest as a result of the operation of the security system or door, whether or not such loss or damage is caused by defect in the operation of the system or door.

9.2. An owner shall be responsible for, and shall pay costs of repairing such damage as is caused to the front door, and security system installed in the building, by him or any occupant in his unit, or any invitee or guest of such occupant or any other person in connection with such occupant.

9.3. The Trustees shall from time to time issue a number of keys to be determined by them in their sole discretion to owners and to occupants of units upon payment of such deposits as the Trustees may from time to time determine.

It shall be the responsibility of any owner or occupant who pays a deposit in respect of a security key to retain the receipt for such deposit.

Should an owner or occupant wish to return the key to the Trustees on his leaving the building or for some other valid reason, then such owner or occupant shall tender to the Trustees the key in good condition and working order, and, in addition, the receipt in respect of the deposit which he paid for the key.

Upon receipt of both the key and the receipt, then the Trustees shall refund the deposit to the owner or occupant of the apartment concerned free of interest.

9.4. Should an owner or occupant or the invitee or guest of such an owner or occupant lose a key to the security door at the entrance to the building, or a transmitter to the security gates, then the owner of the unit concerned shall be responsible to pay the cost of re-coding the key reader to which the key would have granted access, and in addition the cost of re-coding each key to the system, in order to obviate a security breach.

9.5. No owner or occupier shall do or cause to be done, anything which is intended to, or which may have the effect of diminishing the effectiveness of the security system which is installed or operated in the building, by the Trustees.

9.6. Owners or occupiers shall not provide keys to the security system to persons who are not resident within the building. In the event of the absence from the building of a resident, proper arrangement must be made with the supervisor to admit any non-resident to the property.

9.7. Residents within the building shall not permit non-residents to follow them through the security doors at the entrance foyer on foot unless such non-residents are the bona fide guests of the residents concerned. Residents shall ensure that their visitors or guests comply with this rule.

9.8. In the case of a malfunction of the security door in the entrance foyer or in the event of a power failure, owners, occupants or their friends or guests are not permitted to attempt to open the security door, under any circumstances.

The supervisor is to be summoned, and he will then open the door to permit access to, or egress from the building.

9.9. Any occupant who loses the key to his or her flat or who locks the said key inside, and who requests the supervisor to open the door to the flat outside of his normal hours of duty, shall be called upon to pay to the Body Corporate a fee, the amount of which will be determined from time to time by the Trustees, prior to the flat being opened by the supervisor.

#### **10. Employees of Residents.**

10.1. The Trustees may, at their sole and unfettered discretion, require all employees employed on the property, or in a section by a Resident, to be registered with the Body Corporate and may require such employees to carry or display documents of identification while on the premises.

10.2. Residents are responsible for the behaviour of their employees and must at all times ensure that they adhere strictly to these Conduct Rules.

In particular, the owners and residents shall ensure that their employees do not loiter on the common property; store liquor on the property or in a section in excessive quantities; behave in a drunken or disorderly manner; allow the property or a section to be overcrowded with visitors: or contravene any law, by-law or the Rules of the Body Corporate.

10.3. Residents shall provide their employees with the necessary toilet requirements, such as toilet paper and soap. Under no circumstances may newspaper be used in toilets, which must be kept clean at all times.

**11. Pets.**

11.1. No pets (which shall include mammals, reptiles and birds, but shall exclude fish) shall be kept and harboured in a section, an exclusive use area, or on common property, unless same has been expressly permitted in writing by the Trustees, on written application by a resident.

11.2. When granting such approval to keep a pet, the Trustees may prescribe reasonable conditions.

11.3. Permission granted in terms of rule 11.1 above may be withdrawn if:

11.3.1. the pet is later considered by the Trustees to constitute a nuisance to other residents, taking into account any complaints received from residents in this regard; or

11.3.2. there is a breach of any condition prescribed in terms of rule 11.2 above

11.4. In the event of approval being withdrawn in terms of rule 11.3 above, the Trustees shall have the right to require any such pet to be removed from the building or common property.

11.5. Under no circumstances shall pets be permitted in any of the public portions of the Building or any part of the common property unless carried or controlled on a leash.

**12. Littering.**

12.1 A Resident of a section shall not deposit, throw or allow to be deposited on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

12.2. Unwanted post may not be discarded in the foyer.

12.3. Discarded appliances, furniture, builders' rubble, waste timber and carpeting and any other item which may be deposited, must be removed from the premises within 24 (twenty four) hours by the person who deposited the item, failing which the Trustees may arrange for the removal of the said items at the expense of the owner of the section responsible.

12.4. Carpets and mats shall not be shaken or beaten over balconies or through windows.

**13. Refuse Disposal.**

13.1. Refuse must be placed in the black bin supplied by the Body Corporate on each floor, in closed plastic bags, for collection by the cleaning staff between the hours of 6:00am and 8:00am Mondays to Saturdays – Public Holidays excluded.

13.2 At all times, refuse must be placed in the bins situated in the passage, adjacent to the back steps of the building on the ground floor.

13.3. Refuse must not be left in the entrance foyer to the building, or outside in the passageway.

**14. Letting of units**

14.1 An owner may let or part with occupation of his section for a period of not less than six months provided –

14.1.1 that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate hereunder or in terms of the Rules, or in terms of the Act;

14.1.2 that he has obtained the prior written approval of the Trustees, which approval shall not be unreasonably withheld;

### **15. Damage, Alteration or Additions to Common Property.**

15.1. A resident of a section may 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 written consent from the Trustees.

15.2. Heavy articles of whatever kind, including furniture, luggage and the like, must be carried across the common property and may not be dragged across the surface thereof.

15.3. It is the duty of section owners to ensure that the supervisor is notified a reasonable length of time before a resident of a section is due to move. This will enable the supervisor to observe the movement of furniture over common property and to arrange for the parking of removal vehicles.

15.4. An owner, or person authorised by him may install:

15.4.1. any locking device, safety gate, burglar bars or other safety device, for the protection of his section; and

15.4.2. any screen or other device designed to prevent the entry of animals or insects;

provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

15.5. An owner may not make the following alterations to his unit without written approval from the Trustees:

15.5.1. structural alterations.

15.5.2. alterations to water piping; or

15.5.3. Electrical wiring alterations.

15.6. Repairs, or alterations to electrical wiring and plumbing may only be undertaken by a person qualified to undertake such work. In addition, any such work must comply with the standards and by laws of the relevant local authority.

### **16. Exterior Appearance.**

16.1. The Resident of a section shall not do anything on any part of the common property, including on corridors or in gardens which, in the opinion of the Trustees, is aesthetically unattractive or undesirable when viewed from the outside of that section.

16.2. The installation of air-conditioning units, satellite TV dishes and any aerials requires the prior written consent of the Trustees and where applicable, the local authority concerned.

### **17. Signs and Notices.**

A resident of a section may not place any sign, notice, billboard or advertisement of any kind whatsoever, on any part of the common property or unit, so as to be visible from outside the unit, without first obtaining written consent from the Trustees.

### **18. Laundry.**

18.1. A resident of a section shall not, without the written consent of the Trustees, erect his own washing lines, or hang any washing or laundry, or any other items on any part of the building or the common property, so as to be visible from outside the building or from any other units.

18.2. The washing lines erected on common property by the Body Corporate must be fairly utilised and shared, and washing must be promptly removed once it has dried.

### **19. Eradication of Pests.**

19.1. 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 authorised agents or employees, to enter the section from time to time for inspection purposes. Based on findings, it may prove necessary to eradicate any such pests.

19.2. The costs of the inspection, eradication of any such pests found within the section, the replacement of any woodwork or other materials forming part of the unit which may be damaged by pests, shall be borne by the owner of the section concerned.

### **20. Games.**

20.1. No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any walls, ceilings or floors of a section, or the common property. Furthermore, no person shall run, play or make noise in any parking bay, staircase, passageway, entrance area, or in any part of the common property.

20.2. No bicycles, rollerblades or skateboards are permitted to be ridden on, or left in driveways, or on any part of the common property.

20.3. Children must at all times be supervised on the common property and may not interfere with any fixtures, post boxes etc.

### **21. General Nuisance.**

21.1. A resident shall not cause or permit any disorderly conduct of whatsoever nature in a section, or upon any part of the common property or do, or permit any act, matter or thing which shall constitute or cause a nuisance or inconvenience to any other resident of the Building, or staff member employed by the Body Corporate on the property.

21.2. Silence must be maintained between 20h00 and 07h00 Sundays through Thursdays and between 22h00 and 07h00 on Fridays and Saturdays. At all times, neighbours are to be considered.

21.3. Motor hooters or car sound systems may not be used on the common property.

21.4. Radios, musical instruments, records and other music players (including but not limited to CD players and iPods) and television receivers, must be used in such a manner as to not be heard in adjoining sections, or on the common property.

21.5. The use of power tools, and any activity involving hammering, banging or other such noise, shall not be performed without the consent of the building supervisor, and only between 8:30am and 5:00pm on weekdays and between 8:30 and 1:00pm on Saturdays. The use of power tools or any activity involving hammering, banging or other such noise shall not be permitted on a Sunday or public holidays.

21.5. A resident shall be required to keep his air-conditioning unit and satellite dish and/or aerals, in a state of good repair. Should the Trustees not be satisfied with the working order of a particular air-conditioning unit, the owner of that section shall have it repaired as directed. The repairs shall be done at the expense of the owner, who shall have no claim to compensation whatsoever.

21.6. Residents and their guests are prohibited from drinking alcoholic beverages on common property or being on common property under the influence of alcohol.

21.7. No violent; aggressive; threatening or verbally abusive behaviour by residents or their guests towards the body corporate staff, residents or guests will be tolerated.

21.8. An owner shall be required to keep the plumbing within his unit in good condition and free of leaks and overflows, to the satisfaction of the Trustees. In the event of an owner not preventing water to leak or overflow from his unit into the unit of another, or onto the common property, within 7 (seven) days of the giving of notice by the Trustees to repair or restrain the leak or overflow, then the Trustees shall have the right to instruct a contractor of their choice to effect the necessary repairs, and to recover the cost of such repairs from the owner of the unit concerned, as a levy; provided, however, that the above rule shall not detract from the right of the Trustees to effect emergency repairs to plumbing within a unit, for the account of the owner of the unit, without notice, when necessary.

## **22. Loss or Damage.**

22.1. The Body Corporate shall not be responsible to any resident for any damage caused by the Body Corporate, or a servant or agent.

22.2. It shall be the responsibility of a resident to affect his own insurance in respect of the contents contained in his unit, or on any part of the common property.

## **23. Prohibition on Time – Sharing.**

23.1. No owner shall dispose of any undivided share in his unit in any fashion whatsoever, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that unit for a recurrent period of time annually, or any other period of time.

23.2. No other form of "time-sharing" whatsoever in respect of any unit in the scheme shall be permitted, either directly or indirectly, whether such time-sharing be on the basis of a sale (or any other form of disposal) of any undivided share in the section, or by way of sale (or any other form of disposal), or by the promotion of a "club", with occupation rights to the club members of the relevant section, periodically for interrupted periods during any one year or otherwise.

23.3. No other form of limited occupation rights be allowed.

23.4. It is recorded that the purpose of this rule is to disallow any form of time-sharing, whether or not such form of time-sharing be in the format mentioned in this rule or; save that time-sharing shall not include occupation known by the legal expressions "Usus", "Habitatio" or "Usufrust", or in terms of any fiduciary or fideicommissary rights.

## **25. Business Utilisation.**

25.1. Residential sections may only be used for the purpose intended and businesses may not be operated without the written consent of the Trustees. In the event that approval is granted to operate a limited business from a residential unit, the Trustees reserve the right to withdraw such approval, in the event of complaints being registered by residents or neighbours.



25.2. Trustee approval would have by necessity to consider local rules and by-laws.

### **27. Owners Default.**

27.1. If an owner (whether by himself or by his lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules and fails to remedy such breach within a period of seven days after the giving of a written notice to remedy such breach by the Trustees, or by the Managing Agents, the Body Corporate shall be entitled to take such action as may be available to it in terms of the Act, these rules or by law.

27.2. If an owner fails to repair or maintain his section in a state of good repair as required by Act, or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment, and such failure persists for fourteen days after the giving of written notice by the Trustees or the Managing Agent to the owner to repair or maintain same, the Body Corporate shall be entitled to remedy the owner's failure and to recover the cost of doing so from the owner.

### **28. Penalties.**

28.1. Contravention of any of these conduct rules by an occupier or their visitors may result in a financial penalty being levied on the owner, by the Trustees.

28.2. The following penalties will be applicable and may be varied at the discretion of the Trustees:

28.2.1. A first offence will receive a written warning;

28.2.2. A second and any subsequent offence will result in a penalty not exceeding ten thousand rand;

28.3. Penalties will be debited to the owner's levy account and owners will be responsible for recovering penalties from their lessees if applicable.

28.4. The amount of the penalty will be determined by the Trustees depending on the severity of the breach and past offences. In extreme cases, the Trustees are entitled to forego the written warning and implement a penalty immediately.

### **29. Costs.**

In the event that it becomes necessary or advisable for the Trustees to take any steps or action against any owner, as a result of any breach of any owner or the occupant of the owner's section or any part thereof, of any of these rules, and which necessitates or requires the Trustees employing the services of an Attorney or any other legal advice, all costs of whatever nature incurred by such Trustees in and about such action, or steps, shall be refunded to the Body Corporate by the owner upon demand being made thereof.

### **30. Disclaimer of Responsibility.**

30.1. The Body Corporate shall not be liable for any damage to any property, to whomsoever it may belong, which is in any section or part thereof or in any portion of the Building reserved for the exclusive use by the owner, or in the Building itself, regardless of the manner in which such damage occurs, nor shall the Body Corporate be responsible for any such property that may be stolen or removed without the consent of the Owner, or occupant of such section or part thereof.

30.2. The Body Corporate and/or its agents shall not be liable to any owner or resident, or to any of the owner's or occupants' employees or servants, invitees or any member of the public dealing with the owner or occupant for any injury or loss or damage of any description which such person may suffer or sustain directly or indirectly in or about the building.