

CONDUCT RULES

of

THE WALDORF 1 BODY CORPORATE

SS 806/1994

SS 54/1995

SS 567/1996

1. INTRODUCTION

The rules shall provide for the control, management, administration use and enjoyment of the sections and the common property and shall comprise conduct rules and management rules.

Management Rules may be amended by a unanimous resolution of the Body Corporate and conduct rules by a specialist resolution of the Body Corporate.

In these rules, any reference to owner shall include any occupier, tenant and their spouses, children, employees, visitors and invites.

The Conduct Rules, the provisions of section 13 of the Sectional Titles Schemes Management Act no. 8 of 2011 and the provisions of Management Rule 68 shall be binding on all owners, lessees or other occupants of the sections and on the trustees and managing agent (if so contracted).

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 his or her lessees or of the occupants of his or her section.

The following serves as a general guideline to all occupants:

- a. It must be each occupants' declared intent to live as harmoniously as possible with all other residents and to respect each other's rights of privacy and lifestyle.
- b. Common courtesy and consideration for all others must be the basis for all aspects of behaviour.
- c. It is the responsibility and duty of owners to ensure that their tenants, visitors and employees are familiar with and abide by these rules.
- d. It is hoped that parties in conflict will try to resolve matters amicably between themselves before involving Trustees.

2. DEFINITIONS

Interpretation of these Rules, unless it appears otherwise out of context:

- 1) "Communal property" means the common property as defined in the (Act 9 of 2011)
- 2) "Chief Ombud" means the Chief Ombud defined in Section 1 of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 3) "CSOSA" means Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)
- 4) "Exclusive Use Area" means a unit or units of the communal property for the exclusive use by owner or owners of one or more than one unit as intended in Article 27 of the Act.

- 5) "Owner" means the registered owner(s) of a unit and includes those persons he shall be responsible for including the members of his family, his servants, workers, guests and his occupants.
- 6) "STA" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force there under.
- 7) "STSMA" means the Sectional Title Scheme Management Act, 2011 (Act 8 of 2011)
- 8) "Trustee Board" means the trustees chosen in accordance with article 4 of the Management Rules.
- 9) "Unit" means the section that is registered in the owners' name.

3. INTERPRETATION

The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.

- 1) Unless the context clearly indicates a contrary intention:
 - a. The singular shall include the plural and vice versa; and
 - b. A reference to any gender shall include the other gender; and
 - c. A reference to natural person includes juristic person, trusts and partnerships and vice versa.
- 2) Words and expressions defined in any Conduct Rules shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.
- 3) Words and expressions to which a meaning has been assigned in the Sectional Titles Act, no 95 of 1986, Sectional Titles Scheme Management Act, 8 of 2011, and the Community Schemes Ombud Service Act 9, of 2011, shall in all Conduct Rules bear a meaning that has been assigned to them, unless inconsistent with the context.
- 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 vent the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 5) Where numbers are expressed in words and in numerals in a Conduct Rule, the words shall prevail if there is any conflict between the two.

4. GUIDELINES

- 1) The trustees may from time to time prepare and revise guidelines to control all aspects of the design and appearance of the building and structures on the premises, including any alteration or additions(structures) referred to in the Conduct The Guidelines may contain specifications and sketch plans as to the

nature, design, material colours, and manners of installations required to ensure uniformity of construction of structures referred to in Conduct Rule 16.

- 2) The Guidelines shall, by virtue of these Conduct Rules, be binding upon all owners, lessees and occupants of sections upon the trustees.
- 3) The Guidelines can contain guidelines and specifications in connection with the layout of gardens on the property.
- 4) The Garden Policy as compiled from time to time by the Trustees can also be included in the Guidelines.
- 5) Guidelines must formally be discussed, voted for and minuted in a properly constituted Trustee Meeting.

5. MOTOR VEHICLES

- 1) Vehicles must drive safely on any portion of the common property and access driveways.
- 2) Motor Vehicles of occupants and their visitors shall only be parked in areas specifically provided and demarcated for this purpose. Vehicles and motorcycles may not be parked on any grassed areas.
- 3) No resident may park in the visitor's parking bays for extended periods of time without prior approval from the Trustees.
- 4) Residents are responsible for ensuring that their visitors park in the correct place and do not obstruct access to carports or roadways in The Waldorf.
- 5) No Caravan, mobile homes, boats, trailers, buses or any similar or large vehicles shall be parked within The Waldorf. The Trustees may give approval under special circumstances for a vehicle of this type to be parked within The Waldorf, subject to this being for a short period of time or that the vehicle be parked in a specifically designated and approved area. Any Approval given under this rule may be withdrawn at any time at the sole discretion of the trustees. The request for approval and its consent, if granted, must be both in writing and be signed by both parties.
- 6) Residents and their visitors may only park in areas for which they have registered exclusive use, or which they have rented from other owners or from the Body Corporate. Residents may never park in areas not allocated for parking, areas allocated for Visitors / Tradesmen, or areas belonging to other owners. Vehicles parked not in accordance with these rules may be clamped by the body corporate, which clamp may be removed once a fee as determined by the board of trustees has been paid.
- 7) Repairs and servicing of vehicles or motorcycles are not permitted in the carports or on the common property.
- 8) Should any resident be in possession of a motorbike and a motor vehicle they may both be parked in the resident's carport. However, should this cause any protrusion of either vehicle into access routes, the residents will be requested to either park the motorbike in their unit's garden, or to remove it from the complex.
- 9) Vehicles that are not roadworthy may not be parked on the common property other than for such a short period as may be approved by the trustees and with their prior written consent.

- 10) If an owner's car leaves oil on the paving, the owner will be requested to clean or replace the paving. If the owner does not comply, it will be done by the trustees and any costs will be for the owner's account.
- 11) Owners and occupiers are not allowed to wash their vehicles on the common property other than in their own carport.
- 12) No person shall sleep in any vehicle parked on the scheme property.
- 13) No revving of engines, spinning of wheels and/or loud car systems will be permitted at any time
- 14) A resident shall not use the parking area for anything other than parking of a motor vehicle. No dumping of building rubble or storage of any goods will be allowed.
- 15) The Trustees may instruct that any vehicle parked, standing or abandoned on the common property in contravention of these Rules be removed or towed away, at the risk and expense of the owner.
- 16) Car alarms that are triggered shall be attended to immediately. Should the owner of the vehicle be absent from the complex, the Trustees shall be entitled to have the alarm switched off in whatever manner they deem fit at the expense of the owner of the vehicle.

Any owner in contravention of these rules will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.

6. REFUSE REMOVAL

- 1) All dry household refuse shall be placed in a plastic bag, which is securely tied, and placed in the designated area outside the section by not later than 09h00 and on Weekdays (excluding public holidays) On weekends and public holidays refuse is to be disposed of by residents in the main refuse area and shall under no circumstances be left outside the unit.
- 2) The trustees have the right to issue directives with the regards to the refuse removal from time to time.
- 3) No refuse of any nature shall be left on any portion of the common property or in any section where it will be visible and /or may constitute a health hazard
- 4) A resident shall maintain in a dry and hygienic condition a receptacle for refuse within the section and ensure that before refuse is placed in such receptacle it is wrapped, or in the case of tins or other containers, completely drained. Glass shall be wrapped in a double-layer newspaper to prevent any person that will dispose of such glass being cut.
- 5) Both building rubble and refuse resulting from renovations or moving operations shall be removed from The Waldorf premises by the resident concerned at his own costs as this type of refuse is not permitted to be deposited on the refuse bins or any portion of the common property. Carboard cartons or packaging material shall be broken down prior to placement in the bins.
- 6) If despite the aforementioned rules an owner or occupier deposits any refuse or rubble on the common property the trustees shall without notice to the said owner or occupier, remove such refuse or rubble of the section concerned for the cost of such removal.
- 7) Residents shall co-operate in the following matters:

- a. Sanitary items shall not be flushed through the sewerage systems, such items shall be placed in a plastic bag, sealed and disposed of with normal household refuse.
- b. Any form of fat or any foreign objects are not to be flushed down toilets or be poured down any outlet or drainpipes.

Any costs incurred by The Waldorf to attend to the clearing of drains as a direct result of the above will be levied to the relevant owner of the section's levy account.

7. NOISE

- 1) Silence must be maintained between 21h00 and 07h00, unless previously arranged with the trustees.
- 2) The use of power tools, hammering and other noise generating equipment shall only be permitted Monday to Friday, 08h00 to 17h00. No work can be conducted on weekends or Public Holidays.
- 3) The 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.
- 4) All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable so that neighbours are not disturbed.
- 5) No owner, lessee or occupant may permit anything to be done in his or her section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupants of the buildings, or permit or cause any disturbance or allow his or her children or visitors of their children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion to the rights or privacy of other occupants.

Any owner in contravention of this rule will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.

8. GARDENING AND PLANTS

- 1) All gardening in respect of the common property shall only be done by people authorised by the trustees unless specifically otherwise agreed.
- 2) No Trees or shrubs on the common property may be damaged in any way by anyone, nor may trees or shrubs on the common property be removed, pruned or trimmed without due written authority by the trustees.
- 3) Any specific gardening needs are to be placed in writing for the trustees' consideration.
- 4) Occupants shall not request any employees of the Body Corporate to perform work on their behalf during working hours.
- 5) Occupants are responsible for gardening their private garden areas and are encouraged to plant and maintain small shrubs and trees. However, the trustees have the right to maintain, prune and even remove such trees and shrubs where

these become unsightly and encroach on the other units or on the common property.

- 6) No Creepers shall be placed directly against the walls and any damage caused to the walls will be for the account of the owner.
- 7) Owners are responsible for the eradication of any pests / insects that may cause damage to the unit and /or garden. Trustees will conduct regular inspections and if such control is seen not to have taken place, it will be done by the trustees, any costs of which will be for the owner's account.

9. SUPERVISION OF CHILDREN

- 1) No children will be allowed to play on common property without adult supervision.
- 2) Occupants shall properly supervise their children, their children's friends and the children of their visitors so that no provision of these rules is infringed by such children, and that no damage or nuisance is caused to any occupants, or to the property of any unoccupied unit.
- 3) Without affecting the generality of the foregoing, children shall not damage, deface or interfere with the plants, decorations, signs, name plates, fire hoses and fire hose reels, exterior lighting, shall not enter an unoccupied unit, climb onto any roof of units, or complex perimeter walls, or play ball games in and around the common property.
- 4) Children are not permitted to play up and down the access roads on areas of the common property and around stationery parked vehicles, as this may be dangerous due to vehicle traffic in these areas.
- 5) No Ball games are permitted on any part of the common property.
- 6) Use of bicycles, skateboards, roller skates etc., on the common property is prohibited.

10. LAUNDRY

- 1) Washing and other articles may not be hung out on the common property or in any position where it is visible from the common property.
- 2) The hanging of laundry will be at the owner's or occupant's risk. Any owner in contravention of this rule will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.

11. PETS

- 1) No animals, reptiles or birds may be kept without the written consent of the trustees.
- 2) When granting such approval, the trustees may prescribe any reasonable conditions, which include; no excessive barking, no hinderance to occupants, no aggressive behaviour and / or no damage to any common property.
- 3) Only Pets that are kept in a portable cage or aquarium may be kept, except in the case of a dog or cat to which the following applies:
 - a. All dogs and cats must be vaccinated. The owner must be able to produce all relevant documentation, and the pet must be identifiable by collar and identity tag, with the unit number and contact telephone number clearly visible.

- b. Pets are to be leashed or carried and properly controlled at all times on the common property.
 - c. Occupants shall ensure that their pets do not foul the common property. Should any pet foul the common property, the occupant of the unit to which the pet belongs shall remove excrement or other mess left by such pet immediately.
- 4) The trustees may withdraw such approval in the event of any breach of any condition prescribed above.
- 5) No aviaries, kennels or any pet accommodation may be sighted in any place where it is in view of any portion of the common property or any other unit.
- 6) When granting such approval, the trustees may prescribe conditions. The trustees may from time to time prescribe further conditions pertaining to the keeping of pets in sections.
- 7) Should any resident receive three (3) written warnings from the trustees regarding noisy pets or ignoring rules the resident will be requested to remove the relevant pet from The Waldorf.
- 8) In suitable circumstances, the trustees may apply to a Court or the CSOS 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 Annexure A to the Conduct Rules.

12. EMPLOYEES

- 1) Owners, Owner's visitors, lessees, and occupiers of sections may not request employees of the body corporate to perform any task for them during their working hours.
- 2) Owners, lessees and occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- 3) An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any person visiting his or her employees.
- 4) An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not loiter on the Common Property.
- 5) Owners, lessees or occupiers shall ensure that their employees comply with the Conduct Rules and Directives.

13. SWIMMING POOL, ENTERTAINMENT AREA & PARK

- 1) The swimming pool, park and surrounding park area are for the exclusive use of occupants of The Waldorf. Guests must be accompanied by the occupant. Discretion must be used by the occupants with regard to the number of guests they invite in order to avoid monopolising the pool area.
- 2) Occupants must leave the pool and park area clean and tidy after use.
- 3) Children under 12 years of age must be actively supervised by an adult.
- 4) No glass objects or bottles are permitted in the pool and park area, unless prior written permission is obtained from the trustees.
- 5) No ball games are permitted in the pool area.

- 6) No interference with the pool equipment is allowed. If any damage is caused, repairs will be for the residents' account and a fine will be levied as stipulated in Annexure A to the Conduct Rules.
- 7) The gate to the pool must be kept closed and locked at all times.
- 8) No animals or pets are allowed in the pool or park area,
- 9) Entrance to the pool is only allowed through the provided gate.
- 10) Excessive noise is not permitted.
- 11) No person suffering from infectious disease or open wounds is allowed to use the swimming pool.
- 12) Should a resident hire the entertainment area for private functions, arrangements shall be made with the trustees and upon payment of the prescribed deposit which shall be at the discretion of the trustees and subject to the rules for the hire of the entertainment area the said area may be hired for a private function.
- 13) An indemnity form is to be signed by the owner prior to making use of the entertainment area.
- 14) No smoking will be permitted on common property including the park and pool area.

14. BUSINESS ACTIVITIES

- 1) No Business, profession or trade may be conducted in any unit or the common property except by permission of the trustees. As stipulated in the Land Use Scheme of 2018, Section 20:
 - a. Not more than 25% of the built floor area of the dwelling, or 50% thereof, whichever is the lessor, be used for non-residential purposes
 - b. The number of people working within that business is limited to two in addition to the members of the household who live there permanently.
 - c. The owner must also permanently reside in the dwelling.
- 2) No Auctions or jumble sales may be held.
- 3) No advertisement or publicity material may be exhibited or distributed on the common property.
- 4) No Hobbies or other activities may be conducted on the common property. (STSM Act of 2011, Section 13(1)(g))
- 5) An Owner must-
 - a. when the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered sectional plan,
 - b. not 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 or exclusive use area may be used for that purpose as consented to.

15. VISITORS

The occupants of a section are liable for the conduct of their visitors, and they must ensure at all times that the rules whether in terms of the act or these rules, are properly adhered to.

16. ALTERATIONS AND RENOVATIONS

- 1) An owner may undertake alterations and renovations with reasonable and diligent care and will comply with any rules and regulations of The Waldorf. Any structural alteration affecting a section or the Common Property, and alterations for work to plumbing, electrical installations or conduits, may only be carried out after:
 - a. compliance with all relevant provisions of the Sectional Titles Scheme Management Act No. 8 of 2011 and the Rules compliance with all relevant provisions of the Sectional Titles Act 95 of 1986
 - b. obtaining the written approval of the local authority, if applicable; and
 - c. obtaining the written consent of the trustees, which may be accompanied by conditions.
- 2) All structural alterations and alterations to, or repairs of, plumbing, electrical installations, or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- 3) 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, contractors, or any other person, to the Common Property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
- 4) The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
- 5) The main water or power supply may not be disconnected, and no person may get onto the roof without the prior consent of the trustees.
- 6) An "alteration" is defined as any work involving structural alterations or additions to a unit involving the removal, creation or modification which affects the exterior appearance of the unit.
- 7) "Renovations" are defined as any internal redecoration or refurbishment of a unit.
- 8) The trustees determine whether any proposed work is deemed to be either an alteration or a renovation.
- 9) An Owner is required to get approval, in writing, from the trustees for any alterations and is required to submit the following documents to the trustees:
 - a. Application with a sketch plan of the proposed alterations.
 - b. Building plans approved by the local authority or evidence to the satisfaction of the trustees that council approval is not required.
- 10) Trustees will, at the cost of the owner, be entitled to obtain advice from an architect (or professional person) in respect of the proposal made by the owner.
- 11) The extension of a sectional title unit needs the consent of 75% of the owners and the service of land surveyor and approval of the surveyor general. If According to the plan the extension causes a deviation of more than 10% in the participation quota of any section, then the consent of all bondholders is needed.
- 12) Alterations and renovations which cause excessive noise may only be carried out between 08h00 to 17h00 Monday to Friday. No work can be conducted on a weekend or a Public Holiday.
- 13) Where the correct procedure for alteration has not been followed, the owners shall, at their expense, restore the property back to its original condition.

- 14) Plans are required to have patios added. The cost of its upkeep and insurance is for the owner.
- 15) No Outside TV aerials satellite dishes or air conditioning units may be installed without the written consent of the trustees. They may not be visible from the common property.
- 16) Awnings, except for kitchen door awnings fitted by the body corporate, must be maintained by the owner.
- 17) The Body Corporate shall not be responsible for expenses related to maintenance and/or repairs, of the patio areas that have been altered and which expenses relates to:
 - a. Tile, Wooden, Synthetic and/or any other flooring that is outside the norm;
 - b. Patio cover/s, (other than the stipulated original gum poles referred to above), including but not limited to: louvered roofing, lintels, brickwork (which was not formally approved by the Body Corporate and which does not comply with the provisions of the applicable legislation), timber or screed, aluminium or steel structures, shade netting or any other covering material used on any structure including any covering material placed or affixed to the standardised gum poles;
 - c. In the event that the owner of a section fails to maintain and/or repair, to the satisfaction of the Trustees, any patio area that has been altered the Trustees may deliver a written notice to the owner demanding that such failure be remedied within 30 days from receipt of the notice, failing which, the Trustees shall be entitled to remove the said materials at the cost of the owner of the section.
- 18) At no time will jackhammers be allowed to be used in the complex.

17. APPEARANCE FROM OUTSIDE

- 1) The owner or occupier of section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 2) Any owner in contravention of this rule will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.
- 3) Owners and occupiers shall ensure that sections are always provided with adequate curtaining or blinds within 7 (seven) days of taking occupation.
- 4) Owners and occupiers of sections shall not erect any tent or similar structure on any part of the Common Property.

18. DAMAGE TO COMMON PROPERTY

- 1) Should any damage whatsoever be caused to the common property by an occupant of his family, visitors or employees, or should any of these people cause the Body Corporate to suffer loss or incur any expenses, such owner will be required to reimburse the Body Corporate in full in respect of such loss or expenses.

- 2) If the trustees instruct a firm of attorneys to handle any matter that arises as a result of any infringement by an occupant, the owner will have to reimburse the Body Corporate on demand for all legal costs incurred in respect thereof.
- 3) The blocking / obstruction, whether partly or entirely, of any security camera in or around the Common Property and its perimeter is strictly forbidden, and is deemed to be an attempted security incident. Armed response will be dispatched forthwith, and the owner of the section / unit in respect of which the relevant person attended will be held liable for any costs of the Body Corporate chosen armed response occasioned by such infraction.

19. PAYMENT OF LEVIES

- 1) Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1st day of each month.
- 2) Should any owners experience any discrepancy with regard to monies indicated on the levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 3) Any owner who choose to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent. The owner will be responsible for any additional banking fees incurred when making use of the cash deposit method to settle levies monthly.
- 4) 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 recovering arrear levies, or in enforcing compliance with these rules. This includes additional administration charges as well.
- 5) The trustees shall be entitled to change interest on arrear amounts as they may from time to time determine, at such rate that is in line with the National Credit Act of 2005.
- 6) The body corporate may, after giving 20 business days' written notice, report an owner's payment default to a registered credit bureau in accordance with the National Credit Act and POPIA

20. PROCEDURE FOR ELECTRICITY TERMINATION DUE TO NON-PAYMENT

- 1) Authorisation for legal action
The trustees are authorized to institute legal action to recover outstanding electricity charges from a defaulting owner. The body corporate may not, under any circumstances, terminate or interfere with the electricity supply to a unit without first obtaining a valid High Court order. This rule establishes the procedure for obtaining that order.
- 2) Condition for action
This procedure applies when a defaulting owner's metered electricity account is in undisputed arrears for more than 60 days. This rule does not apply to units fitted with prepaid meters.

3) Notification of arrears

If an owner is in arrears for electricity charges, the trustees must send a written letter of demand. This letter must clearly state the outstanding amount and the payment deadline. It must also inform the owner that failure to pay will result in legal action, including an application to the High Court for electricity termination.

4) Court application

If the owner fails to pay by the specified deadline, the trustees are authorized to engage legal counsel to apply to the CSOS and/or the High Court for an order allowing the electricity disconnection. The application may also seek a monetary judgment for all outstanding electricity charges, interest, and legal costs at attorney and client scale.

5) Requirement for CSOS and/or the court order

The body corporate acknowledges that unilateral disconnection without a court order constitutes an unlawful act of "spoliation." The CSOS and/or court will review the application to ensure that due process has been followed and that action is necessary to protect the financial interests of all owners in the scheme.

6) Execution of disconnection

Any electricity termination authorized by a court order must be carried out by the Sheriff of the Court. The electricity supply will be restored only after all outstanding electricity charges, interest, and legal costs have been paid in full by the defaulting owner.

21. LETTING OF UNITS

- 1) The number of permanent residents allowed in each unit is a multiple of twice the number of bedrooms (i.e. rooms originally designed and built as bedrooms) plus one child under the age of 3 years. This number shall remain the same, irrespective of any alterations made to units which may vary the number of bedrooms.
- 2) All tenants of Sections and other persons granted the rights of occupancy by any owner of the relevant section are obliged by these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 3) Owners shall ensure that these rules and the conditions contained in the other documents are incorporated into their lease agreements as an annexure thereto and as a term of the contract,
- 4) An owner or tenant, who lets, sub-lets or otherwise grant occupation of a Section, whether gratuitously or not and irrespective of the lease period, shall comply with the following provisions and shall ensure compliance thereto by his letting agent:
- 5) A Written Agreement of Lease must be concluded with the tenant.
- 6) Copies of the Conduct Rules must be attached to and be incorporated into the lease agreement as a provision of the lease agreement.
- 7) A copy of the lease agreement must be submitted to the trustees and the managing agent prior to the lessee taking occupancy.

- 8) A movement control form must be completed and submitted to the Managing Agent, at least 48 hours prior to any move taking place. The security guard will not allow access to any resident and/or owner moving in or out of the scheme without the form submitted and clearance is granted by the Managing Agent prior to the move.
- 9) No lease, Airbnb or other short-term agreements may be entered into which is shorter than 6 Months.

22. GENERAL

- 1) The trustees have the right to take any action they deem fit to prevent any infringement of these rules.
- 2) Cigarette ends and other objects must not be thrown onto the common property area.
- 3) The common property and gardens must be kept tidy at all times.
- 4) No Fireworks, Firearms, pellet guns, catapults, crossbows or bows and arrows may be discharged on or over the common property.
- 5) Cannabis may only be used as permitted by legislation and in such a way that it does not cause a nuisance to other residents and may only be used in the interior of a unit.
- 6) No stones or other solid objects may be thrown on the common property.
- 7) An occupant himself may not do or allow anything to be done which will or may increase the rate of premiums payable by the Body Corporate or any insurance policy.
- 8) An occupant shall not place or do anything on any part of the common property (including patios and gardens) which, when viewed from the outside of the unit, is in the discretion of the trustees, aesthetically displeasing or undesirable.
- 9) The trustees reserve the right to impose a fine to be determined by the trustees from time to time, on any owner, who continues to be in breach of the rules, after having received written notice thereof from the trustees or their agents.
- 10) Except with the written permission of the trustees, Maximum number of residents shall be two persons per bedroom.

23. INSTALLATION OF FIBER

- 1) Where fiber is installed, owners are responsible for ensuring minimum damage to the wall and for sealing any chips or holes made during the installation. If necessary they should also do appropriate paint repair.
- 2) Where long-term damage is caused by the installation repairs will be for the account of the owner that installed it.

24. INSTALLATION OF SOLAR PANELS AND SOLAR PANEL POWERED GEYSERS

- 1) Owners are allowed to install solar panel power back-up systems and solar-panel powered geysers at their own cost and risk, which will include but not be limited to the maintenance and insurance thereof.
- 2) Owners must submit a written application to the Board of Trustees to obtain approval for the installation of solar panels and solar panel powered geysers, which application should include a detailed description thereof.

- 3) The application must clearly state for what purpose it is to be installed and must include relevant drawings displaying the proposed position and layout of the panels and geysers.
- 4) Applications must include a signed statement by the owner/s that any damage to common property resulting from the installation of the system will be repaired at their own cost.
- 5) The installation of solar panels and solar-powered geysers must comply with SABS Standard SANS 10106: 2014 Edition 4 or later if revised.
- 6) The responsibility rests with the owner to obtain confirmation from a structural expert if needs be before installation to ensure that the extra weight of adding either solar panels and/or a solar geyser would be supported by the current structure.
- 7) In respect of and for aesthetic purposes geysers must be located inside the roof of the unit and solar panels installed parallel to the slope of the roof to ensure that the visibility from the street is minimised.
- 8) Related exterior / exposed water piping or electrical cabling to be aesthetically uniform and ducted / trunked and painted, where visible, to retain the external units' appearance.
- 9) Connection of solar power back-up systems to the electrical distribution board of the unit can only be allowed if said is installed by a qualified electrician and a certificate for the installation is issued.
- 10) All plumbing work must be done by or under the supervision of a Licensed Plumber who is a member of the SA Plumbing Industry Registration Board.
- 11) If an owner fails to comply with the installation rules and standards, the Body Corporate will issue a written notice to said owner stating that unless compliance is forthcoming within a reasonable time frame (30 days from date of notice) the Body Corporate will have the right to rectify the non-compliance and recover the cost of doing so from the owner.
- 12) The Owner can be requested to remove any solar panels necessary to fulfil essential roof maintenance. If the owner refuses, the Body Corporate retains the right to remove the solar panels when repairs and maintenance of the underlying roof has to be done, and the cost of removal and re-installation of the panels will be recovered from the owner.
- 13) If the solar panels are removed the owner is required to restore the roof to the condition prior to the installation of the panels at the owner's cost, failing which the Body Corporate will have the right to do so and recover the cost from the owner/s.
- 14) It follows from the above that the installation of any solar powered system by an owner automatically indemnifies the Body Corporate from any and all associated costs, however derived.
- 15) This includes removal of the system upon change of ownership of the Unit concerned unless the new owner undertakes in writing to take over responsibility with associated indemnities to the Body Corporate.

25. INSTALLATION OF WATER TANKS

- 1) No water tank may be installed without the written consent of the board of trustees.

- 2) The tank must be placed on a sound and level footing, due to the heaviness of water (Eg: 1kl (1000 litre) tank weighs 1000 kgs).
- 3) Access for maintenance must be ensured, if necessary, by emptying the tank.
- 4) The tank may be filled by rain, or from the owner's COJ water supply.
- 5) Tanks must be invisible to neighbours and from common property. They should conform to The Waldorf aesthetics.
- 6) Any guttering changes must be neat/ reversible and conform to the current style of guttering.
- 7) The owner is responsible for safe installation, and the owner is responsible if there is any damage caused.
- 8) Any water collection container of any size must exclude any insects (such as mosquitoes) from access or breeding.
- 9) For rainwater collection, a by-pass system should be included to prevent debris from entering the tank.
- 10) Overflow must be safely directed away from the buildings.
- 11) Over time outside tanks can be contaminated by dead rodents, birds, faeces, insects, etc. Where tanks are incorporated into the main municipal feed into a unit, a professionally installed filtering system and/or a non-return valve is required.
- 12) Backup water systems like these also usually require a booster pump. Booster pumps are usually noisy. A noise free solution is imperative.
- 13) Any installation directing water into household mains system must have BC clearance.
- 14) Any installation in the roof must have BC clearance and a letter confirming structural safety from a structural engineer (or equivalent).
- 15) If the owner removes the tank for any reason, then the property must be restored to its original state.

26. SIGNS AND NOTICES

- 1) No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, to be visible from the outside the section, without written consent of the trustees first having been obtained.
- 2) The trustees may remove such signs, notice, flag, billboard, or advertisement in the event of no written permission having been obtained. Such removal and any repair of Common Property which may be reasonably required, will be affected at the risk and cost of the owner and such owner and/or occupier shall have no claim against the body corporate or the trustees because of their functions performed in terms of this provision.

27. LITTERING

- 1) An owner or occupier of a section shall not deposit, throw or permit or allow depositing or throwing on the common property any rubbish, including dirt, cigarette buds, food scraps, or any other litter whatsoever.
- 2) Any owner in contravention of this rule will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.

28. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS.

An owner or occupier shall not keep or store any hazardous material in a section or on the Common Property, or do or permit or allow to be done, any other dangerous act in 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 or which would render void any insurance effected over the property.

29. ERADICATION OF PESTS

- 1) An owner shall keep his section free of white ants, borers 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.
- 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

30. COMPLAINTS

All complaints, requests, suggestions and disputes must be in writing and be addressed to the Managing Agent and be submitted to them. If a dispute cannot be resolved, the dispute may be referred for a dispute resolution, to the disputes department at the CSOS regional offices. Should any owner or resident have a complaint against the Body Corporate or Managing agent, such owner or resident must give the Body Corporate notice of such complaint in writing and give the Body Corporate or Managing agent fourteen (14) days' notice to remedy such complaint. After fourteen (14) days, the Body Corporate may then convene a meeting with the owner within another fourteen (14) days in an attempt to resolve such dispute. No owner or resident may approach the CSOS or any court of competent jurisdiction without making use of this internal complaints remedy.

31. RELAXATION OF RULES

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the trustees at any time.

32. FIRE SAFETY EQUIPMENT

- 1) Fire safety equipment is only to be used in cases of emergencies for extinguishing fires or in a fire practice drill arranged by the trustees.
- 2) Any owner in contravention of this rule will be subject to a fine as stipulated in Annexure A to the Conduct Rules and will be billed to the owner's levy account.

33. SLAUGHTERING

- 1) Ritual slaughtering in accordance with certain religious or cultural beliefs, and the killing of any animals, and the drying of any part of an animal in the open is not allowed anywhere in the Complex under any circumstance without the consent of the Trustee Board.
- 2) The ritual slaughter of any animal (chickens, goats, cows or sheep) for religious or cultural requirements as provided for by Section 15 and Section 31(1) of the Constitution of South Africa may be done in a section subject to the express compliance to the By-Laws, Meat Safety Act (Act 40 of 2000) and Provincial and Local Health Department Regulations.
- 3) A written request to slaughter an animal must be submitted to the Trustee Board at least 14 (Fourteen) days prior to the ritual and must contain the following information
 - a. Unit number and name of Resident and Owner; and
 - b. Type of animal and number to be slaughtered; and
 - c. Date and time of proposed slaughter; and
 - d. The time period during which slaughter will take place. A maximum time limit of four hours during the day for the slaughter of an animal will be allowed; and
 - e. The proposed processing and removal of the carcass after the slaughtering.
 - f. The trustees will then seek guidance/approval from the SPCA as to whether the proposed ritual/slaughter would constitute cruelty to the animal.
- 4) The Body Corporate requires an owner to obtain a certificate from the SPCA confirming an SPCA official will be present to ensure the animal does not suffer unnecessary pain. An owner must provide this certificate and give notice of the slaughter date and time to adjacent units and the body corporate trustees. The process also requires an owner to obtain permission from the local municipality, which will provide guidance on hygiene regulations and potentially offer a separate certificate confirming necessary hygiene measures will be followed. This SPCA certificate must also serve as proof that the SPCA will be present to ensure the animal does not endure unnecessary pain or suffering
- 5) An owner must also obtain a permit from your local municipality in accordance with its by-laws is also required.
- 6) The animal to be slaughtered may only be kept in the Residents section or exclusive use area on the day of slaughter and may not be transported into the Complex before the proposed day of slaughter.
- 7) All owners will be informed in writing by the Resident concerned seven (7) days in advance of the proposed slaughter once permission has been granted by the Trustee Board.
- 8) The slaughter must take place within the limitations of the ritual/ religious practice, the requirements and procedures of the by-laws of the Local Council and with due consideration for fellow Residents and Owners, and must be conducted as follows:
 - a. The livestock/ fowl must be kept in humane conditions prior to slaughter; and
 - b. Shielded from the view from anyone not specifically present for observance of the slaughter; and

- c. Conducted in the most humane way possible within the limitations of the cultural ritual or religion.
- 9) The carcass must be utilised as required by the Resident but must be either removed from the premises or processed in such a manner so that no smell emanates from the section.
- 10) No evidence of the slaughter must be viewable from the common property or from neighbouring units.
- 11) Livestock found in the Complex without permission will be removed by the SPCA or The Waldorf and the Resident of the Section will be liable for the costs incurred for such removal.

34. FIREWORKS

- 1) In the interest of the safety, security, and peaceful enjoyment of all residents, the use, discharge, or storage of fireworks within the boundaries of the scheme is strictly prohibited.
- 2) This prohibition applies to all sections, exclusive use areas, gardens, balconies, garages, and all portions of the common property.
- 3) Residents are reminded that fireworks pose a serious fire hazard and cause distress to pets and other residents.
- 4) Any person found to be in contravention of this rule shall be deemed to be in breach of the Conduct Rules and may be subject to penalties, recovery of damages, and reporting to the relevant municipal authorities.

35. NO LIABILITY

- 1) The owner, occupier and tenant of any section shall jointly and severally indemnify the body corporate, trustees and managing agent against any claims instituted by a member, relative, contractor, visitor, invitee or guest in respect of any claim referred to in a) above.
- 2) Neither the body corporate, trustees or the managing agent accept any responsibility or liability whatsoever in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters or correspondence.

36. INTERPRETATION

- 1) If there is any dispute concerning the interpretation of these rules and/or the enforcement/breach thereof, any parties are welcome to declare a dispute on the other party, and if that dispute cannot be resolved the matter must be referred to the Community Schemes Ombud Service.
- 2) The headings used in these rules are for convenience only and shall not affect the interpretation thereof.
- 3) Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.

37. BREACH OF RULES / DISPUTE RESOLUTION

- 1) If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct

- Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand or by e-mail. 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 offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.
- 2) If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may impose a fine.
 - 3) Should there be a dispute in this regard, a written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 14 (fourteen) days before the meeting is held. At the meeting the owner and/or occupier must be given the opportunity to:
 - a. present his or her own case;
 - b. present any evidence, including calling of witnesses, to substantiate his or her case;
 - c. cross-examine any witnesses called on behalf of the body corporate;
 - d. disclosure of any relevant documents.
 - 4) After the owner or occupier has been given the opportunity to present his case, the trustees may by way of an ordinary majority vote determine whether the owner or occupier is guilty of the alleged offence and if so, impose an initial penalty for the first offence and a subsequent penalty for every similar offence thereafter.
 - 5) Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose a fine in the owner and/or occupier's absence.
 - 6) Any fine imposed in terms of sub-rule (2), may be added to the contribution which an owner is obliged to pay in terms of section (3) of the Sectional Titles Schemes Management Act, 2011 and claimed by the trustees as part of the monthly instalments payable by the owner.
 - 7) The Trustees may determine the amounts of the initial and subsequent penalties. Notwithstanding the aforementioned the body corporate may, at any general meeting, from time to time, determine the amount of the initial and subsequent penalties.
 - 8) The imposition of a fine on any owner does not affect the right of the body corporate to obtain an appropriate court order or arbitration award and the trustees may elect, on behalf of the body corporate, to impose any one or more options.
 - 9) Notwithstanding the provisions of this rule the trustees shall have the power and be entitled to appoint an attorney to act on their behalf.
 - 10) An Owner shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of any damages, penalties, costs or other arrear amounts due and owing by such Owner to the Body Corporate in terms of These Rules, or in enforcing compliance with These Rules.
 - 11) Any costs incurred by the Trustees in terms of These Rules, shall be regarded as a levy and may be added to the levy account of the specific Owner, who was/is liable for the costs in terms of the rules, and may be recovered from the Owner as a levy debt, with interest at the rate applicable to arrear levies.

IMPOSITION OF PENALTIES

- 1) If the conduct of an Owner or Occupier or the Invitees of an Owner or Occupier constitute/s a nuisance in the opinion of the Trustees, or a contravention of a provision of the STA, STSM, the management rules or These Rules, the Trustees may, without prejudice of the other rights or remedies available in terms of These Rules:
 - a. By written notice inform the Owner of the Section of the nuisance or contravention and warn the Owner that if he, or the Occupier fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Owner of the Section; and
 - b. Should there be a dispute in findings, all Owners and Transgressors will be given an opportunity to be heard on whether they dispute the breach or the penalty in itself, through an Internal resolution process facilitated by the Trustees.
 - c. By written notice impose a penalty on the Owner, which notice shall state the reasons for the imposition of the penalty.
 - d. The penalty imposed under sub-rule (1)(a) or (1)(b) above, shall be added to the Owner's levy statement and may be recovered from the Owner of the Section in the same manner as applies to arrears levies, together with interest of the rate applicable to arrear levies.
- 2) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention the Owner shall be deemed to be guilty of a separated contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 3) All penalties/fines will increase by the South African official Consumer Price Index compounded annually on the anniversary of the date of adoption of these rules.

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ANNEXURE "A"

SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES

1. ACCESS

Offence	Warnings	Penalty Value
Employees of Members and Residents	First offence Second offence Repeat offences	Warning Penalty R500 Penalty of up to R1000
Family, guests, contractors and service providers	First offence Second offence Repeat offences	Warning Penalty of R500 Penalty of up to R1000
General compliance with all security measures	First offence Second offence Repeat offences	Warning Penalty of R500 Penalty of up to R1000

2. VEHICLES

Offence	Warnings	Penalty Value
Vehicles and Conduct	First offence Second Offence Repeat offences	Warning Penalty of R500 Penalty of up to R1000
Reckless driving	First offence Second Offence Repeat offences	Warning Penalty of R500 Penalty of up to R1000

3. NOISE AND NUISANCE

Offence	Warnings	Penalty Value
Noise	Per offence Repeat offences	Penalty of R500 Penalty of up to R2500
Firecrackers	Per Offence	Penalty of up to R2500

4. PETS

Offence	Warnings	Penalty Value
Pets	First offence Second offence Subsequent offences	Written warning Penalty of R500 Penalty of up to R1000

5. AESTHETICS & MAINTENANCE

Offence	Warnings	Penalty Value
Major breaches	First Notice	30 days' notice to comply and thereafter R2500 per month until compliance is achieved
Minor breaches	First Notice	30 days' notice to comply and thereafter up to R500 per month until compliance is achieved

6. ALL OTHER CONTRAVENTIONS

Offence	Warnings	Penalty Value
As per Conduct Rules	First offence Second offence Subsequent offences	Written warning Penalty of R500 Penalty of up to R1000