



Willingdon Mews

CONDUCT RULES FOR WILLINGDON MEWS.

(Section 35(2)(b) of the sectional Titles Act, 1986).

1. ANIMALS

- (1) An Owner or Occupier of a section shall not, without the consent in writing of the Trustees, which approval may not be unreasonably withheld, keep any animal in a section or on the common property.
- (2) When granting such approval, the Trustees may prescribe any reasonable condition.
- (3) The Trustees may withdraw such approval in the event of any breach of this conduct rule, or of any condition prescribed in terms of sub-rule (2), and the Owner or Occupier must then remove the pet from the complex without delay.
- (4) Only one small animal per section will be permitted, unless otherwise agreed to in writing by the Trustees.
- (5) The keeping of cats is prohibited.
- (6) All male dogs must be neutered, and female dogs spayed.
- (7) A dog will not be permitted on the common property except on a leash, or under voice control of its Owner. No pet will be allowed to roam the common property unattended.
- (8) The Owner of the pet will be responsible for cleaning up any mess deposited on or for repairing damage caused to the common property by that pet.
- (9) All pets must be immunized as required by the local authority and Owners must be in possession of current certificates of inoculation and licences as required by municipal by-laws.



- (10) The Trustees reserve the right to require an Owner or Occupier, after due written notice, to remove a pet which has caused a nuisance or disturbance.
- (11) Each application to keep a pet will be considered on its own merits.
- (12) Separate applications must be made for each pet for which permission is sought. Specifically, permission to keep one pet does not entitle an Owner or Occupier to replace that pet with another pet.
- (13) The slaughtering of animals anywhere on the complex is specifically prohibited.
- (14) Every dog must wear a collar containing an identification tag giving contact details of its Owner. Stray dogs without identification tags will be liable to be removed from the common property at the expense of the Owner.
- (15) No poultry, pigeons, aviaries, wild animals or livestock may be kept in the complex.
- (16) A kennel or other accommodation for dogs must not be visible from the common property or from an adjoining unit.
- (17) An Owner or Occupier will be liable to make good any damage to property or injury to person caused by his pet arising from whatever cause. The Body Corporate will be free from all liability in this regard and as a consequence of the consent to keep a pet the Owner or Occupier indemnifies and holds the Body Corporate harmless against any claims arising from the actions of his pet.

2. REFUSE DISPOSAL

- (1) An Owner or Occupier of a section shall:
 - (1) maintain in a hygienic and dry condition, a receptacle for refuse within his section or his exclusive use area;
 - (2) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers completely drained, and the receptacle is lined with a black plastic refuse bag provided by the municipality;
 - (3) for the purpose of having the refuse collected, place such black plastic bag at the designated collection area on the applicable collection day and no later than the time designated by the Trustees;



- (4) ensure that only household refuse is placed in the refuse bag. Paper, cardboard and plastics may be placed in the orange plastic bags provided;
- (5) deposit only garden refuse in the part of the common property allocated for that purpose. Other material will not be collected by the contractor appointed by the Body Corporate to remove such refuse.

3. MOTOR VEHICLES AND PARKING

- (1) No Owner or Occupier of a section 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, other than on the designated visitors parking spaces, without the consent of the Trustees in writing.
- (2) The Trustees may cause to be removed or towed away, at the risk and expense of the Owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustee's consent. In the event that a vehicle is parked or stood on the lawn over the septic tanks or their drainage areas, such vehicle will be liable to immediate removal by the Trustees, and the Owner will be responsible to pay the cost of repairing any damage caused.
- (3) 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 to the common property or in any other way deface the common property.
- (4) No Owner or Occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, exclusive use area or in a section.
- (5) Visitors vehicles may be parked in demarcated parking spaces on the common property as advised by the Trustees from time to time. Owners and Occupiers of sections may not use the designated visitors parking on a continuous basis without the prior approval of the Trustees having been obtained in writing.
- (6) No trailer, boat or caravan may be parked or stored on the designated visitors' parking spaces on the common property, or on any other portion of the common property without the prior written consent of the Trustees.
- (7) Motor vehicles of residents shall, whenever possible, be garaged at all times to allow easy access to neighbouring garages. Residents must ensure that their visitors park correctly.



- (8) The speed limit in the complex is 20 kilometers per hour, and the sounding of hooters, playing of car radios and sound systems or excessive racing of engines is prohibited.
- (9) Furniture removal and delivery vehicles exceeding 5 tons in weight are prohibited from entering the common property. Where necessary, satellite vehicles must be used. Any damage caused in contravention of this rule will be for the relevant Owners account.
- (10) For safety and security reasons, vehicles entering the common property at the street entrance have right of way over exiting vehicles, and drivers are required to wait until the electric gate has closed behind them before proceeding.

4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- (1) An Owner or Occupier of a section shall not mark, paint or drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Trustees.
- (2) Notwithstanding sub-rule (1), an Owner or person authorized by him may install-
 - (1) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (2) any screen or other device 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.

5. MAINTENANCE

- (1) This rule seeks to clarify the respective responsibilities of the Owners and the Body Corporate, concerning building maintenance.
- (2) It is the statutory duty of the Body Corporate to maintain the common property, including the exterior of the buildings. Owners are responsible for the maintenance of the interior of their sections, extending to the middle line of the walls, floors and ceilings, but including the geysers or hot water installations in the roof.



- (3) In terms of Schedule 1 (Management) Rules 72 and 73, Owners are also responsible for the maintenance of the exclusive use areas attaching to their sections in terms of those rules, namely the garage, carport, servants quarters, entrance courtyard, kitchen courtyard, front verandah and garden area, it being recorded that Owners are not levied extra in respect of their exclusive use areas.
- (4) Where an Owner (or a predecessor in title) has converted his open carport into an enclosed garage, or enclosed his verandah to form a family room, or converted his servants' quarters into a granny flat, or made any other improvements to his exclusive use areas, all maintenance of such improvements will likewise be the Owner's responsibility.
- (5) Should an Owner fail to maintain his exclusive use areas after due notice has been given to him to do so, the Trustees will be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from the Owner.
- (6) Where an external door or window needs to be replaced, with the exception of those forming part of a family room or carport or other improvement referred to in sub-rule (4) above, the cost will be borne equally by the Owner and the Body Corporate. The replacement or repair of garage doors will be the sole responsibility of the Owner.
- (7) The maintenance of a solar heating unit referred to in Rule 6(4) situated in the roof or another part of the common property will be for the account of the Owner.
- (8) The maintenance of the walls separating the garden areas of units will be the joint responsibility of the adjoining unit Owners; provided that painting and minor repairs will be attended to by the Body Corporate.
- (9) The mowing of the lawns of garden areas will be attended to by the garden services contractors appointed by the Trustees, except for those areas which have been fenced or walled off from the common property, preventing or inhibiting access. The tending of flower beds will be the Owners responsibility.
- (10) Notwithstanding the provisions of this rule, the Trustees may, if authorized to do so by the Owners at a general meeting, impose additional levies to cover the cost of maintenance of some aspect of the exclusive use areas which would otherwise be the responsibility of the Owner, provided that such maintenance is carried out uniformly on all units in the complex.



6. APPEARANCE FROM THE OUTSIDE AND SOLAR HEATING UNITS

- (1) The Owner or Occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) No air conditioner, satellite dish, antenna, solar heating unit, heat pump or any other structure which will be visible from outside the unit may be installed without the written approval of the Trustees. These installations must be maintained and kept in a neat and tidy condition by the Owner.
- (3) The painting and maintenance of the exterior of a section is the responsibility of the Body Corporate. An Owner may not paint or decorate or alter the exterior of his section without the prior permission of the Trustees. In such event the approved colour scheme of the complex, as determined from time to time by the Trustees or the members of the Body Corporate in general meeting must be adhered to. This includes the replacement of gutters and downpipes.
- (4)
 - (a) Solar water heaters may be installed by Owners with the prior written permission of the Body Corporate in accordance with Willingdon Mews solar water heater specification and policy document which may be obtained from the Trustees.
 - (b) The solar panels must be of uniform appearance in accordance with the specification.
 - (c) The Owner shall be responsible for ensuring that the structural integrity of the roof is not adversely affected by the installation of the solar heating unit.
 - (d) Any roof leaks and consequential damage arising from the installation are the full responsibility of the Owner.
 - (e) Maintenance of the solar water heater shall be the sole responsibility of the Owner.

7. SIGNS AND NOTICES

- (1) No Owner or Occupier of a section, used for residential purposes, 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 written consent of the Trustees first having been obtained.

- (2) "For sale" or "to let" notices may only be displayed outside the section or at the entrance to the complex when a "show house" is being conducted in respect of the section, during the hours of 8.00am to 5.00pm on that particular day.

8. LITTERING

An Owner or Occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

9. LAUNDRY

An Owner or Occupier of a section shall not, without the consent in writing of the Trustees, erect his own washing lines, nor 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 buildings or from any other sections.

10. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An Owner or Occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.

11. LETTING OF UNITS

- (1) All tenants of units and other persons granted rights of occupancy by any Owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.
- (2) Any Owner who lets a unit must incorporate a clause in the lease agreement to the effect that the tenant must abide by the conduct rules and that any breach of the rules will be regarded as a breach of the lease agreement. This sub-rule



will apply mutatis mutandis to an Occupier of a unit other than a tenant or Owner.

- (3) An Owner of a unit will be responsible for any damage to the common property caused by his tenant or other Occupier of the unit or of their visitors.

12. ERADICATION OF PESTS

- (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 necessary to eradicate 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.
- (2) When an entomologist's certificate is issued in respect of a section for purposes of a property transfer or the registration of a bond, a copy of the certificate and accompanying inspection report or certificate of treatment, as the case may be, is to be handed to the Trustees for record purposes.

13. NUMBER OF OCCUPANTS PER UNIT

The number of occupants per unit may not exceed the maximum permitted in terms of municipal by-laws, and in any event not more than two per bedroom and one in the servant's quarters or converted granny flat. No person may be accommodated in the garage or carport attaching to a unit, and no sleeping in tents and caravans is permitted.

14. NUISANCE

- (1) Noise shall be kept to a minimum at all times and must not constitute a hindrance to other occupants. An occupant must not cause or permit disorderly conduct of any nature in the section or on the common property, nor do anything or permit to be done anything which constitutes a nuisance or inconvenience to any Owner or Occupier in the complex. Loud music, shouting



and the excessive use of power tools so as to be heard in adjoining units are examples of contraventions of this rule.

- (2) Noise levels must specially be controlled between 2200 hours and 0800 hours.
- (3) The use of fireworks is prohibited anywhere on the complex.
- (4) Mechanical maintenance, including the use of power tools or saws and mechanical mowers, will only be permitted on weekdays and Saturdays between 0800 hours and 1700 hours, and on Sundays between 0800 hours and 1300 hours.
- (5) What constitutes a noise, disturbance or nuisance will be determined at the sole discretion of the Trustees or their duly appointed agents, whose decision on the matter will be final.

15. SEPTIC TANK AND SEWERAGE SYSTEM

- (1) Only toilet paper is to be used in the toilets.
- (2) Other tissues, sanitary towels, cigarette butts or waste materials must not be disposed of in the toilets.
- (3) Drains must have proper grids with unbroken spars and should be kept free of leaves and moss.
- (4) Blocked baths and sinks must be cleared with rubber suction plungers only, or a professional plumber must be engaged to clear the blockage.
- (5) **Only “Domestos”** or an equivalent disinfectant cleaning agent compatible with a septic tank system may be used for toilets, sinks or drains. “Jeyes Fluid” or chlorine-based chemicals are not compatible with a bacteriological sewerage disposal system and must not be used.

16. SECURITY

- (1) The Body Corporate will endeavour as far as possible to secure the perimeters of the complex. An Owner must take steps within the bounds of the Body Corporate rules to secure his own unit.
- (2) From time to time the Trustees may appoint designated security companies (currently ADT and Blue Security) as preferred security service providers for the



complex. It is recommended that Owner's contract with these companies, because they will have authorized entry to the complex by way of an overriding mechanism installed in the front entrance gate motor for the purpose of after-hours access. An Owner contracted with another security company must make his own arrangements to allow access and egress to the complex by that company, without compromising the safety of other Owners.

- (3) The entrance gate remotes issued to Owners and Occupiers must be safeguarded so as not to put other Owners at risk. Replacement remotes will be supplied at the Owner's cost.
- (4) The secret entrance gate code in use from time to time must not be divulged to persons other than to family and close confidantes. The code is not to be divulged to trades people and contractors entering the complex. Owners and Occupiers must personally supervise their entry and exit.
- (5) Keys to the side gates are likewise to be used only by persons of proven repute, such as domestic servants of long standing.
- (6) A time switch operates on the entrance gate, automatically de-activating the sensor to open the gate from without from 1900 hours to 0600 hours. Electric locks are automatically activated on the pedestrian gates after dark when the complex lights are illuminated. In case of emergency, designated Trustees are in possession of keys for the entrance gate electric motor and the pedestrian gate electric locks.

17. GARDENS AND TREES

- (1) The gardens of the complex are maintained by authorized garden service contractors and gardeners employed by the Body Corporate under supervision of a gardening committee. Owners may not give instructions to the contractors or gardeners direct but must instead make requests to the gardening committee or designated Trustee.
- (2) The maintenance of exclusive use garden areas including the flower beds is the responsibility of the Owner, with the exception of the mowing of lawns of those garden areas which have not been walled or fenced off.
- (3) The trimming and felling of trees within the complex is also the responsibility of the Body Corporate, under the supervision of a tree committee. Owners must not give instructions to a contractor employed for this purpose, or unilaterally



take any action in this regard themselves, but must instead direct their requests to the tree committee or designated Trustee.

- (4) No plants may be planted or potted on the common property without the prior consent of the Trustees. No plant or flower may be picked from nor any damage caused to the common property.
- (5) The Trustees may request an Owner to remove at his own cost a tree or invasive shrub from an Owner's garden area which threatens to damage fixed improvements or is in the opinion of the Trustees aesthetically displeasing or undesirable. A failure to do so will entitle the Trustees to remove the offending tree or shrub and to recover the cost from the Owner.

18. FIRE FIGHTING EQUIPMENT

- (1) Fire hydrants must not be used or tampered with by residents or their visitors. The cleaning of parking bays or the washing of vehicles with fire hoses is expressly prohibited.
- (2) The fire extinguishers installed at each unit must not be removed except in the case of a fire.
- (3) The fire extinguishers will be serviced annually at the expense of the Body Corporate. Refill charges will also be for the account of the Body Corporate.

19. LEVIES

- (1) The monthly levy as determined from time to time in respect of the sections is due on the first day of the month and must be paid by no later than the seventh day of the month. Any cash or cheque deposit charges made by the bank to the Body Corporate will be recoverable from the Owner making such payment.
- (2) Any special levy raised must be paid on or before the due date of payment of the special levy determined by the Trustees.
- (3) Apart from any prescribed fine for late or non-payment of levies, interest will be charged on the outstanding amount at a rate 2 (two) percent above the prime rate charged by the Body Corporate's bankers calculated from the date that the payment becomes due to the date of payment.



- (4) Any amount due by an Owner to the Body Corporate in respect of levies or for any other reason shall be a debit due to the Body Corporate by that Owner and the Owners consent to the jurisdiction of the Magistrate's court in connection with any action arising from non-payment or breaches of the rules.

20. DISCLAIMER OF LIABILITY

- (1) The Body Corporate, its Trustees, agents or employees shall not be liable for injury or loss or damage to property which any Owner or other person may sustain, on the common property or within a unit, by reason of any defect in the common property or its amenities or through any act done or by neglect on the part of the Body Corporate or its Trustees, agents or employees.
- (2) All persons entering the property do so at their own risk, the Body Corporate being entirely free from liability for any loss, injury or damage to property occurring on the property, whether or not caused by wilful neglect or misdemeanor on the part of the Body Corporate through its Trustees, employees or agents.

21. GENERAL

- (1) The outgoing Owner must hand a copy of these rules to the new Owner prior to the date on which the new Owner takes occupation of the unit.
- (2) No business or trade may be conducted in a unit or on any portion of the common property. Units are to be used for residential purposes only.
- (3) No auction or jumble sale may be conducted in a unit or on the common property.
- (4) No firearm or pellet gun may be discharged on the common property, except for bona fide purposes of self-defence.
- (5) An Owner or Occupier causing damage to the common property will be liable to make good such damage at his own expense.



22. INTERPRETATION

In the interpretation of these rules:

- (1) headings are for convenience and shall not be used for purposes of interpreting the rule;
- (2) unless the context indicates the contrary, expressions denoting a natural person includes an artificial person, a male person includes a female, singular means the plural, and vice versa;
- (3) "Body Corporate" means the Body Corporate of Willingdon Mews Number 86 of 1979 and the terms or words "common property", "unit", "exclusive use area", "section" and "Owner" shall have cognate meanings;
- (4) where a number of days are prescribed in the rules, they shall be reckoned exclusively of the first day and inclusively of the last day. Saturdays, Sundays and public holidays shall not be excluded from the reckoning.

RECEIPT OF THESE RULES IS ACKNOWLEDGED BY

Please Print Name

Signature

Unit No: _____ Willingdon Mews

Date : _____ 20 _____



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ANNEXURE 'A'

Please note that the following 'Amendment to Clause 3.1' is currently in the process of being added to Clause 3.1 of the Willingdon Mews Rules Of Conduct.

3. **MOTOR VEHICLES AND PARKING**

- (1) No Owner or Occupier of a section shall park or stand any vehicle upon the common property **except ONE Owner/Occupier vehicle parked PARALLEL to that property's own garages, ensuring it does not obstruct the through flow of traffic;** or permit or allow any vehicle to be parked or stood upon the common property, other than on the designated visitors parking spaces, without the consent of the Trustees in writing.

RECEIPT OF THESE RULES IS ACKNOWLEDGED BY

Please Print Name

Signature

Unit No: _____ Willingdon Mews

Date : _____ 20 _____



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