



MUTUAL HEIGHTS BODY CORPORATE- ALTERATIONS OR RENOVATIONS (BUILDING WORKS)

This note sets out the compulsory requirements should owners intend undertaking any alterations or renovations (building works) to their sections.

The first section includes the compulsory application form and explanation of the procedures determined by the Trustees in fulfilment of their duties as required by the Conduct Rules.

The second section includes excerpts from the schemes Conduct Rules pertaining to alterations and renovations and an excerpt from the body corporate's buildings insurance policy.

MANAGING AGENT

Name of Project Manager	
Email	
Mobile	

Name of contractor	
Trade	
Responsible person	
Email	
Mobile	

Name of contractor	
Trade	
Responsible person	
Email	
Mobile	

Name of contractor	
Trade	
Responsible person	
Email	
Mobile	

Name of contractor	
Trade	
Responsible person	
Email	
Mobile	



CONDITIONS

The conditions set out herein are made in the interests of all who have invested and / or live at MUTUAL HEIGHTS. Applicants must appreciate that their proposed activities may affect those residing in the building and it is most important firstly that, any detrimental impact is kept to an absolute minimum and secondly that, once started the work is completed expeditiously within the work period applied for. It is a function of the Trustees to ensure that all applicants / owners act within reasonable diligent care and with due regard and proper consideration for the remaining owners and occupants of the building.

No owner shall enclose or alter any balcony/ies.

These conditions have been framed accordingly in the Body Corporate Conduct Rules – it is the duty of the Building Manager, Managing Agent and the Trustees to see that they are adhered to and requires your cooperation.

- 1) The following broad definitions will apply:
 - a) Alterations shall mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building and includes work which affects the exterior appearance of a section or unit.
- 2) Subject to the Heritage Impact Assessment forming part of the Management Rules, the owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, gas or steam pipes, electric conduits or plumbing may be effected without the prior written consent of the Trustees, and then subject to such conditions as the Trustees may impose. An owner may place in the section at his or her own expense any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations, which will not cause any damage to the Building, subject always to the condition that the owner shall at all times only use such electrical appliances and fittings, as shall comply with the electrical wiring of the Building, and shall at no stage do anything which is likely to endanger or jeopardise the safety of the Building.
- 3) If an owner is given the right to make alterations to his/her section, and/or the common property, then he shall deposit an amount, fixed by the Trustees, with the Body Corporate in respect of claims that the Body Corporate may have, arising from any damage done to the Building whilst the said alterations are being affected.
 - a) Alterations shall mean any work involving structural alterations or additions to a section or unit, including the removal, creation or modification of a wall or any

structural part of the building, and shall include any alteration, modifications or decorative work which affects the exterior appearance or a section or unit.

- b) Renovations shall mean any internal redecoration or refurbishment or the existing décor of an interior unit or section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor covering etc.

The Trustees shall be the sole and final judge as to whether the work proposed constitutes “alterations” or “renovations” as referred herein.

- 4) Renovations shall mean any internal redecoration or refurbishment of the existing interior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware, floor coverings etc. The Trustees will be the sole and final judge of whether the work proposed constitutes “Alterations” or “Renovations” as referred herein.
 - a) Alterations and renovations are required to comply in all respects with the Body Corporate Conduct Rules.
 - b) Access to the apartments will be only be permitted from the stairwells. Protective sheeting is to be installed over doorways and on common area walkway floors at all times during the work.
 - c) Only the goods lift may not be used by workmen or materials for any construction purpose, it should be protected from damage at all times.
 - d) For any work involving electrical or plumbing, a pre and post inspection by the Body Corporate approved contractors may be required at the owner/applicant’s expense and before work may commence.
- 5) The procedure for obtaining approval is as follows:
 - a) An application with a sketch plan drawn by an Architect of the proposed alteration, together with a Structural Engineer’s report, should this be required by the Architect, and the written consent required under the Heritage Impact Assessment contained in the Management Rules, must be submitted to the Managing Agents for agreement in principle to be obtained from the Trustees; for prior approval in writing.
 - b) Thereafter it is the responsibility of the owner to ensure that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Cape Town City Council;
 - c) A copy of the plans, as approved by the City of Cape Town, must be submitted to the Trustees, alternatively the Trustees must be supplied with evidence satisfactory to them that Council approval is not required;

- d) If the Trustees consider it necessary, they shall be entitled at the cost of the owner/applicant to seek the advice of an Architect (or other professional assistance) as to the acceptability of the proposals.
 - i) RENOVATIONS where only renovations, as defined above, are proposed, application for such renovations should be submitted to the Managing Agents for agreement to be obtained from the Trustees, such application shall comply with the Heritage Impact Assessment incorporated in the Management rules.
 - 6) No work may be started until approval has been conveyed in writing, by the Managing Agent, as noted above and the deposit mentioned below has been paid to the Managing Agent.
 - 7) The owner accepts responsibility for any damages caused by him or her, or his or her contractors to common property or other units in the buildings and indemnifies other owners against such damage.
 - 8) The owner shall not make alterations which are likely to impair the stability of the building or use and employment of other sections, the common property or any exclusive use area.
 - 9) The owner shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building.
 - 10) The owner shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the trustees, which shall not be unreasonably withheld.
 - 11) Contractors must clean up common property each afternoon, before leaving the site. If this is not done, the Managing Agent shall have the right to do so at the owner's expense.
 - 12) Body Corporate electricity, i.e. passage plugs, are not to be used, except with the written permission of the Trustees, in which latter case a charge will be assessed for the electricity consumed for the account of the owner.
 - 13) Excessive use of the lift during alterations or renovations will reflect in a substantial increase in the electricity charges to the Body Corporate electricity account for the period. The increase in the number of units of electricity consumed above the average for the same period of the previous year will be charged to the owner, together with an estimated pro rata charge to cover additional wear and tear and maintenance to the lift equipment and machinery.
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- 14) All doors and windows being installed must confirm in outward appearance with the other doors and windows installed in similar positions elsewhere in the building.
 - 15) The owner indemnifies the Body Corporate in respect of any damage caused to its common property, including the lift, either inside or outside the building and will pay the cost of repairing or restoring the damage caused during the course of carrying out any the alterations / renovations to his or her section.
 - 16) A deposit, prior to any work commencing, shall be paid to the Trustees in an amount required in the sole discretion of the Trustees from time to time, from which the cost of rectifying any damage to common property (e.g. lift, floor coverings, woodwork, paint work, plumbing etc), and also any other charges accruing against the owner which may arise, in the discretion of the Trustees.
 - 17) Any and all charges, expenses and costs accruing against the owner arising from matters contained anywhere in the a foregoing conditions are payable on demand and will be deducted from the deposit.
 - 18) Any balance of the deposit remaining will be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit.
 - 19) It is the responsibility of the owner to ensure that their contractors and workmen comply herewith.
 - 20) Owners are hereby advised that the Managing Agent of Mutual Heights has been authorised by the Trustees to act on their behalf in ensuring that the work undertaken conforms to that approved by the Trustees and that all contractors are abiding with the conditions of this procedure.
 - 21) No owner shall subdivide or partition, or extend by the installation of a mezzanine level or otherwise, any unit or section or any part thereof without the prior written approval of the Body Corporate, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit. In particular, no owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.
 - 22) No work is to be carried out on Saturdays, Sundays, public holidays or outside normal working hours i.e. 08h00 – 17h00.
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23) The body corporate's insurance does not cover the contractors or loss or damage caused by them on site and therefore are required to provide proof that their Contractor's All Risk (CAR) cover is in place.

I / we hereby accept the above-mentioned Conditions and make application accordingly.

Signed at _____ on this _____ day _____ 20 _____

OWNER



COMMENCEMENT CERTIFICATE

THE MUTUAL HEIGHTS BODY CORPORATE

Item	Description	✓
1.	Application received	
2.	Relevant sketch plans, schedules and specifications received	
3.	Approved building plans received (if applicable)	
4.	Copies of all contractors CAR policy confirmation received	
5.	Payment of deposit received	

We, the Trustees of the above-mentioned Body Corporate, hereby authorise the commencement of the alterations / renovations to section No _____ as detailed in this application document and attached sketches / plans, subject to the terms and conditions set out in the application for authority to effect alterations / renovations to which this certificate is attached.

Signed at _____ on this _____ day _____ 20____

CHAIRPERSON

Signed at _____ on this _____ day _____ 20____

MANAGING AGENT