

Annexure B | Alterations and renovations application

The below application must be completed and signed by the owner of the section concerned and returned to the trustees along with any other required documentation.

Application to carry out alterations and/or renovations

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

Owner name:	_____	Co-owner name:	_____
Section number:	_____	Contact number:	_____
Contractors name:	_____	Contact number:	_____
Vehicle registration:	_____	Vehicle type:	_____

Description of alterations/renovations and diagram/plan (Attach a separate sheet if space below is inadequate)

Visual impact (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate)

Date of commencement

Date of completion

I/We hereby accept the conditions and make the application accordingly.

Date

Owner

AA

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Commencement certificate

We, the trustees of Cartwright's Corner Body Corporate, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application and attached diagrams/plan.

Ref no. _____ and signed at _____ on this _____ day of _____ 2023.

Trustee

Trustee

Conditions

Please note: Read these conditions carefully and retain for your own reference.

The conditions set out herein, are made in the interests of all who have invested and/or live in the scheme. Applicants must appreciate that their proposed activities may affect others 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 the function of the trustees to ensure that all applicant owners act with reasonable, diligent care and with due and proper consideration for the remaining owners, occupiers and/or tenants of the building. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly and it is the duty of the trustees to see that they are adhered to. In this regard, your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** will mean any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section.

(b) **Renovations** will mean any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

2. Redecoration of the interior of a section by painting, wallpapering and carpeting will not constitute a renovation or alteration requiring compliance with the terms and conditions as set out herein.

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3. The decision of the trustees will be final as to whether the work proposed constitutes an "alteration/s" or "renovation/s" as referred to herein.
4. The procedure for obtaining approval is as follows: -
 - (a) **ALTERATIONS:** Where alterations as defined above are involved:
 - (i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.
 - (ii) After approval in principle by the trustees has been obtained, it is the responsibility of the applicant owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.
 - (iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them, that Municipal approval is not required.
 - (iv) If the trustees consider it necessary, they may be entitled, at the cost of the applicant owner to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.
 - (b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.
5. Written confirmation that the work may proceed will be conveyed to the applicant owner by the trustees, with whom dates for the commencement and completion of the work will be arranged. The trustees will also provide the applicant owner with information concerning access and the maintenance of security at the building.
6. Under no circumstances, may work start without the prior written consent of the trustees, and the deposit having been paid to the body corporate.
7. Care must be taken not to disrupt or break any bulk service lines, and the trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones, as any damage caused in the section can break the circuit and disrupt the services to other sections. The applicant owner accepts responsibility for any damage caused by them or their contractors to common property or to other sections in the building and indemnifies other owners against such damage.
8. Work carried out by owners must comply with the National Building Regulations and Building Standards Act 103 of 1977.



9. Contractors appointed to carry out alterations and/or renovations to a section, must have contractors all risks insurance in place, incorporating the following cover and minimum limits of indemnity:
 - (a) Contract works to the value of the contract;
 - (b) Third party liability, and
 - (c) Damage to surrounding property.
10. When planning any changes, it is the applicant owner's responsibility to determine whether or not consent from the Municipality is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.
11. All approved work is permitted Monday to Friday between the hours of 08:00 to 17:00. No work is permitted on weekends and public holidays.
12. Cement or similar products may not be mixed on the tarmac or any portion of the common property.
13. Building material must be stored on site in the section premises at all times, and may not be stored on the common property.
14. All refuse to be kept within the section unless alternative arrangements have been made with the prior written consent of the trustees.
15. Contractors must be supervised, at all times, and at no stage may access devices to the scheme be given to them.
16. Contractors must ensure that the common property is kept clean at all times.
17. The common property's electricity supply may not be used without the prior written consent of the trustees, in which case a charge may be assessed for the electricity consumed, which will be for the applicant owner's account.
18. Should lift access be required, a written application is required in advance, stating the requested date and approximate duration. Should consent be granted, a daily fee to be determined by the trustees will be charged, and the weight permitted to be carried in the lift must not exceed 500kg (Five Hundred Kilograms). The protective lift blanket and floor covering must be used at all times.
19. A refundable deposit between 5% (five percent) and 10% (ten percent) of the total building works contract must be paid to the body corporate or the managing agents prior to the commencement of any building works. The trustees will determine, in their discretion, the amount payable by taking the scope of the building works into account. The deposit will not be paid into an interest-bearing account.



20. Any and all charges, expenses and costs accruing against the applicant owner, arising from matters contained anywhere in the foregoing conditions, will be payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.
21. Any balance of the deposit remaining will be repaid to the applicant owner after completion of the alterations and/or renovations to which these conditions apply, and after all charges have been deducted from the initial deposit.

