

Annexure "G"

AMENDMENTS TO THE CONDUCT RULES FOR THE BUILDING KNOWN AS CLIFFORD 7 AND THE PROPERTY UPON WHICH IT IS SITUATE AT 7 CLIFFORD STREET, SEA POINT

1. OCCUPANCY OF SECTIONS

- 1.1 An owner or occupier of a section used for residential purposes shall not place or do anything on any part of such section or exclusive use area attached to such section, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 1.2 Sections comprising apartments shall not be used for any other purpose than for residential purposes. The sections shall be used and occupied personally by the owner, subject to Conduct Rule 3. In the event of any unit being owned by a Company / Close Corporation / Trust, the section may be occupied by such person nominated from time to time by such Company / Close Corporation / Trust.
- 1.3 All owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building and in accordance with the Rules and any House Rules made in terms of these Rules, and of the provisions of the Act. This Rule shall likewise apply to guests and servants of owners and/or occupants of sections while they are in the buildings and/or the property.
- 1.4 An owner shall at all times maintain his section in good, clean and habitable order and condition and shall be responsible for all interior

painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections and repairs of whatever nature including repairs to doors and windows.

- 1.5 An owner shall not keep or do anything on the common property after notice in writing in that regard from the Trustees.
- 1.6 An owner shall not leave or allow to be stored or left any article or thing in any part of all common property except with the written consent of the Trustees first having been had and obtained.
- 1.7 An owner shall not erect any tent or other structure or alter or remove any shrub, tree, plant on or in the common property without the written consent of the Trustees first having been had and obtained.
- 1.8 No owner shall conduct open flame or open ember cooking on the balcony or patio of an apartment and any such cooking shall be undertaken only within designated braai areas (if any) on the common property.
- 1.9 No smoking is permitted within any portion of the common property.

2. **NOISE**

- 2.1 Residents are required to exercise due respect and consideration to other residents at all times.
- 2.2 A resident shall at all times ensure that neither he, his visitors, guests nor his employees shall create a nuisance by making undue noise, which shall include the playing of musical instruments, television sets, hi0fi and similar equipment at a noise level or pitch so as to be audible to any other owner or occupier in the Scheme.
- 2.3 Children may not play in foyers, stairwells or near neighbouring sections. Rowdy and boisterous behaviour and excessive noise are not permitted in the Scheme. All residents in the Scheme must create as little noise as possible and noise levels may not be audible from outside the unit between 22h00 and 08h00.
- 2.4 The Trustees shall require an owner to take immediate remedial action against any resident who persistently creates a disturbance by making excessive noise or otherwise contravenes any of the Management or Conduct Rules.
- 2.5 Notwithstanding Rule 6, any air-conditioners permitted by the Trustees to be installed in a section or exclusive use area shall be of a noise level or pitch so as not to be audible to any other owner or occupier in the Scheme.

3. **LETTING**

An owner may let or part with occupation of his section, provided :

- 3.1 that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate, in terms of these Conduct Rules or in terms of the Management Rules made in terms of the Sectional Titles Act;
- 3.2 that as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all these regulations and conditions as contained in the Management and Conduct Rules and in the Sectional Titles Act. Such an undertaking shall be on terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the section.
- 3.3 that with the prior written consent of the Trustees having been obtained, short term letting shall be permissible. In granting its consent to an owner, the Trustees shall in their sole discretion have the right to restrict any short-term letting and may impose conditions which it deems necessary.
- 3.4 Every owner of a section who lets and/or parts with occupation of his section shall provide the Trustees and the Managing Agents with the full name of the tenant/occupier and the date of commencement and termination of the tenancy/occupation prior to such tenant/occupier being given occupation of a section.

4. **PETS**

- 4.1 No pets will be permitted without the prior written approval of the Trustees subject to such reasonable conditions as may be prescribed by the Trustees.

- 4.2 Each unit shall not be permitted to have more than two pets with a standing height of no more than 50 centimetres which height shall be measured from the floor to the top of the highest point on the relevant animal's back.
- 4.3 All pets are to be sterilised before permission will be granted.
- 4.4 Owners or Occupiers keeping pets permitted in terms hereof shall ensure that such pet(s) do not foul the corridors, entrance or any other part of the common property or otherwise cause any nuisance to other Owners or Occupiers.
- 4.5 The Trustees shall be entitled to revoke an Owner or Occupier's entitlement in terms of clause 7.1 above in the event that such pets, at the discretion of the Board of Trustees, become a nuisance to the other Owners or Occupiers within the development or to withdraw an approval given in terms of 7.1 above in the event of a breach of such conditions as may be prescribed.
- 4.6 No hoofed animals : No hoofed animals are permitted within the complex at any time.
- 4.7 All animals must wear a tag with the unit number they belong to.
- 4.8 All animals and their Owners must respect the privacy of others.
- 4.9 No animals will be allowed to loiter in common property (inside and outside the building) without being escorted by Owners.

The Trustees shall have the right to require any such animal or other pet to be removed permanently from the Building where the Trustees in their absolute discretion, consider that this Rule has not been or is not being observed.

5. AIR-CONDITIONING AND TELEVISION AERIALS

5.1 The owner of a section linked to air-conditioning equipment is solely responsible for the repair of the air-conditioning plant and equipment serving such section, save that should such section be linked to a centrally installed plant, then and in such event it shall be the responsibility of the Body Corporate.

5.2 No owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy), any air-conditioning equipment or apparatus or television aerial or equipment which requires attachment to the structure of the building, except with the prior written consent of the Trustees who, in giving such consent, may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit and necessary.

6. ALTERATION

Any owner wishing to undertake alterations to his section must comply with the Alterations Procedure as may be determined by the Trustees from time to time.

7. SUBDIVISION / TIMESHARING

7.1 No owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written approval of the Trustees who, in giving such approval, may attach such conditions thereto as they in their sole discretion shall deem fit.

7.2 No owner shall in any manner whatsoever embark upon a time-sharing scheme, or group ownership scheme or any scheme creating like or

comparable use rights in respect of any unit or part thereof whether by way of marketing, leasing, selling or in any other form of method of alienation.

8. **REFUSE DISPOSAL AND RULES AGAINST LITTERING**

8.1 An owner of a section shall :

8.1.1 be responsible for the removal of all refuse and debris from his section;

8.1.2 not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specifically designated by the Trustees for the placing of refuse or rubbish or designated on the sectional plan, as applicable;

8.1.3 maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;

8.1.4 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

8.1.5 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in rule 9.1.3; and

8.1.6 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.

8.2 Notwithstanding clause 9.1, the refuse area designated to the commercial components shall be used exclusively by the owners and/or occupiers of the sections comprising the commercial components, to the exclusion of all other owners in the Scheme.

9. **INSURANCE**

- 9.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner in question.
- 9.2 An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- 9.3 An owner shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the Body Corporate or increase the premium payable in respect of such policy.

10. **STAFF**

The trustees of the Body Corporate are specifically authorised to employ cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair, the cost of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate; provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees of the Body Corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual sectional owner, who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of the complex and any complaints concerning this work shall be made to the chairman of the Trustees of the Body Corporate in writing.

12. **LAUNDRY**

An owner shall not allow any of his or her clothing to be hung on the outside of any section or on the common property save within the area designated for laundry. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through the windows.

13. **AUCTION / JUMBLE SALES**

An owner shall not hold or allow to be held any auction or jumble sale in a section or on any portion of the common property under any circumstances whatsoever.

14. **GAMES**

No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the Buildings. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property, unless authorised by the Trustees.

15. **HAZARDS**

15.1 Water – Any owner shall take such precautions as are possible, having regard to the plumbing system of the Building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls and/or floors of their sections.

16. **SECURITY**

Unauthorised traders, hawkers or others found causing a nuisance on the property should be reported to the Trustees.

17. **DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees.

18. **VEHICLES AND STACK-PARKING**

18.1 Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the Trustees for the purpose and in such way that the flow of traffic, fire hydrants and access to and egress from the building, garages and/or parking bays are not obstructed.

18.2 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 in contravention of these Rules.

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

18.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or any portion of the common property, an exclusive use area or in a section.

18.5 Damaged vehicles and vehicles that are not in general use or that are not roadworthy may not be parked on the common property other than for such short periods as may have the prior written approval of the Trustees.

- 18.6 Owners, their visitors and guests shall :
- 18.6.1 observe any road signs and signs and road markings containing directions for the use and parking of vehicles on the common property;
 - 18.6.2 not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees not to be in the interest of safety;
 - 18.6.3 not allow any unlicensed person to drive any vehicle within the common property;
 - 18.6.4 not sound any hooters on the property other than in emergencies.
- 18.7 Any parking bay on the common property demarcated for the use of vehicles used by disabled persons shall only be used for that purpose and no other vehicle may be parked in such bay.
- 18.8 Any parking bay on the common property demarcated as a loading zone may only be used for the loading or off-loading of goods onto or from a vehicle and furthermore, no such vehicle may be parked in such bay for longer than thirty minutes.
- 18.9 Any area on the common property demarcated for the parking of motor cycles shall only be used for that purpose and no other type of vehicle may be parked in such area.
- 18.10 No trucks (save only for the purpose of loading or off-loading), caravans, trailers, boats or other heavy vehicles may be parked on the common property, including any exclusive use area, without the prior written consent of the Trustees.
- 18.11 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that

owner or occupier is entitled to the exclusive use of such exclusive use area.

18.12 The Trustees may cause any vehicle parked, standing or abandoned on the common property in contravention of these Rules to be immobilised, whether by effecting a clamp to the wheels of that vehicle or otherwise, and they will be entitled to remove such clamp upon payment to the Body Corporate of a fine not exceeding R500,00 (Five Hundred Rand) or such larger amount as the Trustees may approve; alternatively, the Trustees may cause such vehicle to be removed or towed away, at the risk and expense of the owner of the vehicle.

18.13 Temporary parking of vehicles upon the common property is subject to the express condition that every vehicle is parking at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

19. **BREACH**

In addition to and notwithstanding the rights created in accordance with the provisions of the Management Rules, in the event :

19.1 of any owner committing any breach of any of the provisions of the Management, Conduct or House Rules made hereunder or of the Act and failing to remedy any such breach within 3 (three) days of the date of delivery by hand or posting by pre-paid registered post of written notice calling upon such owner to remedy the same; or

19.2 of an owner committing or suffering the commission of any repetition of any breach of any of the terms and conditions of the Management,

Conduct or House Rules hereunder or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of;

the Body Corporate or the Trustees or the Managing Agent, if so authorised by the Trustees, shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it or them, either to enforce the relevant provision of the Rules and/or Act breach or alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the Body Corporate or the Trustees or the Managing Agents, as the case may be, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the Body Corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy the same. In the event of any steps or legal action being taken by the Body Corporate or the Trustees or the Managing Agent for the purpose of enforcing compliance with these Rules or any House Rules hereunder or of the Act of procuring a due and proper remedy of such breach, all costs and expenses howsoever incurred by the Body Corporate or the Trustees or the Managing Agent arising thereout or in connection therewith (including costs on the scale as between Attorney and own client) shall be paid by and shall be recovered from the defaulting owner who shall be liable therefor.

20. **ERADICATING OF PESTS**

An owner shall keep his section free of white ants, borer and other wood destroying insets and to this end shall permit the Trustees, the Managing Agent, and their duly authorised 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. 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.

21. **USE OF EXCLUSIVE USE AREAS**

No owner of an exclusive use area shall use such area for any purpose other than for the purpose indicated on the relevant sectional plan and/or the Management Rules and the use thereof shall be subject to the same rights and restrictions as set forth in Conduct Rule 2 above. It is specifically recorded that no exclusive use storeroom may be used for habitation.

22. **EXCLUSIVE USE AREAS**

22.1 The rights to the exclusive use of an exclusive use area shall not be sold, transferred or ceded to any person other than the owner of a section. This sub-Rule shall not apply to the Body Corporate in respect of an exclusive use area (if any) required by the Body Corporate for Management purposes only.

22.2 The owner of a sectional unit comprising an apartment may not sell or transfer such sectional unit unless the right to all exclusive use areas owned by such owner are simultaneously registered either in the name of the transferee of the sectional unit comprising the apartment or in the name of any owner of any other unit comprising an apartment in the Scheme.

22.3 An exclusive use area may only be used or let to owners or lawful occupiers of apartment sectional units.

23. **OVERCROWDING**

- 23.1 The maximum number of permanent residents in a section at any one time may not exceed 2 (two) persons per bedroom, calculated by reference to the number of bedrooms only and excluding the lounge and other areas.
- 23.2 For the purpose of sub-Rule 23.1, a person who regularly sleeps in such section shall be deemed to permanently reside in that section. Notwithstanding the foregoing and with the prior written consent of the Trustees, (which shall not be unreasonably withheld), the owner of a section may allow additional persons temporarily to reside in his section. Any consent given by the Trustees in terms of this Rule may be given subject to such reasonable conditions as they in their sole discretion deem appropriate.

24. **DOMESTIC EMPLOYEES**

- 24.1 An owner shall :
- 24.1.1 Be responsible for the activities and conduct of his/her domestic employees and shall ensure that his domestic employees understand that they do not breach Rules, legislation and by-laws which may effect the Scheme;
 - 24.1.2 Ensure that his domestic worker do not loiter on the common property or apply to other owners or occupiers of sections for work or donations without the consent of such other owner or occupier.
- 24.2 Any owner or occupier of a section whose domestic employee consistently fails to abide by these Conduct Rules may be required to remove such domestic employee from the property if so instructed by the Trustees.

24.3 No owner or occupier of a section may request personal duties to be performed by any member of staff employed by the Body Corporate.

25. **FURNITURE REMOVAL**

Moving furniture or any other heavy or bulky articles in the lifts should be done by prior arrangement with the superintendent or managing agent or a Trustee who can ensure that the lift is properly cleared and protected to prevent any damage to the lift.

26. **BINDING NATURE OF THESE RULES**

All owners or tenants of Sections and other persons granted rights of occupancy by any owner of the relevant Section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

27. **CONFLICT WITH MANAGEMENT RULES**

In the event that there is a conflict between the Conduct Rules and the Management Rules, the Management Rules shall prevail.