



ADDITIONS AND AMENDMENTS TO CONDUCT RULES

Additions and amendments to the Conduct Rules imposed in accordance with Section 35 (2)(b) of the Sectional Titles Act, 1986

RULE 1 OF THE PRESCRIBED RULES IS SUBSTITUTED WITH THE FOLLOWING CLAUSE:

1 Pets

- 1.1 Pets shall not be kept without the prior written approval of the Trustees subject to such reasonable conditions as may be prescribed by the Trustees. The developer shall be entitled to provide such approval until such time as Trustees are appointed at the first annual general meeting of the body corporate.
- 1.2 An owner or occupier keeping a pet permitted in terms hereof shall ensure that such pet do not foul the corridors, entrance or any other part of the common property or otherwise cause any nuisance to other owners or occupiers.
- 1.3 The Trustees shall be entitled at their own discretion to revoke the approvals in terms of clause 1.1 above if such pets become a nuisance to the other owners or occupiers.

THE FOLLOWING RULES ARE ADDED TO THE PRESCRIBED CONDUCT RULES :-

12 Alterations and renovations to a unit

- 12.1 An owner or occupier shall comply with these rules and regulations in relation to alterations or renovations which shall comply with the design guidelines which may be prescribed in respect of the Scheme.
- 12.2 "Alterations" shall mean any work involving structural alterations or additions to a unit and shall include any alterations or modifications which affect the exterior appearance of a unit.
- 12.3 "Renovations" shall mean any internal redecoration or refurbishment of a unit.
- 12.4 The Trustees may determine whether the proposed work shall constitute alterations or renovations and shall provide owners with a copy of the design guidelines on request.
- 12.5 An owner or occupier shall obtain the prior written approval for alterations or renovations from the Trustees and, when making application for approval must submit the following documents to the Trustees:
 - 12.5.1 application with a sketch plan of the proposed alterations;
 - 12.5.2 building plans approved by the local authority, or evidence to the satisfaction of the Trustees that council approval is not required;
- 12.6 The Trustees may at the cost of the owner or occupier obtain advice from an architect (or other professional person) in respect of the proposal made by the owner.

- 12.7 An owner or occupier shall submit building plans for additions to a unit to the Century City Property Owners Association ("CCPOA") and the design review committee of the CCPOA for approval.
- 12.8 The CCPOA may, in the event that it considers that any such alterations shall impose on the bulk rights which the Rabie Property Group (Proprietary) Limited ("RPG") holds in respect of Century City, to refer the aforementioned plans to RPG for approval, which may result in the applicant being held liable to purchase the relevant bulk from RPG at the sole discretion of RPG. In such event, CCPOA and the design review committee shall not be entitled to approve such plans until such time as RPG has concluded an agreement with the applicant for the purchase of the required additional bulk.
- 12.9 An owner or occupier may not proceed with an alteration or renovation prior to having obtained written approval by the Trustees and the payment of a deposit of such an amount as may be determined by the Trustees from time to time.
- 12.10 An owner or occupier shall be liable for the payment of all costs of repairing or restoring any damage caused to the common property as a result of the carrying out of any alterations or renovations.
- 12.11 An owner or occupier shall instruct the appointed Contractor to remove all rubble and material from the common property at the end of each business day, failing which the Trustees shall be entitled to do so at the owner's expense.
- 12.12 No alterations or renovations shall be carried out outside normal business hours of 07h30 to 17h30 from Mondays to Fridays.

13 Balconies

- 13.1 An owner or occupier shall permit the body corporate, and/or other owners' access to and across his or her balcony/s for purposes reasonably required for the maintenance, upkeep and cleaning of the building.
- 13.2 An owner or occupier of balconies shall be obliged to ensure that these areas are maintained in a clean, hygienic, neat and attractive condition.
- 13.3 The owners upon whom the rights of exclusive use and enjoyment in respect of balconies and / or parking bays have been conferred shall not be entitled to erect awnings, pergolas or other structures without the prior written consent of the Trustees of the body corporate after having satisfied themselves that the relevant provisions of the design guidelines have been complied with nor shall they be entitled to enclose such balconies without having complied with the provisions of clause 13.4 hereof.
- 13.4 An owner or occupier wishing to enclose a portion or the whole of a balcony shall obtain the prior written consent for such enclosure by way of a special resolution from the body corporate and, if granted, shall thereafter submit plans and obtain approval from the local authority followed by approval from the Surveyor General in terms of section 24 of the Sectional Titles Act for the extension of such section. Once enclosed, it is the liability of the owner of the section to make increased levy contributions in accordance with the increased participation quota relating to such section.

14 Parking bays

- 14.1 An owner or occupier shall not wash a motor or any other vehicle in parking bays.
- 14.2 An owner or occupier shall permit the body corporate, and/or other owners access to and across his or her or its allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 14.3 An owner or occupier shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition which shall include ensuring that oil dripped on such parking bays are cleaned up.

14.4 An owner or occupier upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports or other structures on the parking bays.

15 **Motor vehicles, use of driveways and parking areas**

15.1 An owner or occupier shall:

15.1.1 observe road signs on the common property;

15.1.2 not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees of the body corporate not to be in the interest of safety;

15.1.3 not allow any unlicensed person to drive any vehicle within the common property;

15.1.4 not sound hooters within the common property other than in the case of an emergency; and

15.1.5 ensure that his or her visitors and guests also comply with the above rules.

15.2 Vehicles that appear not to be roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees, and with their prior written consent.

15.3 The Trustees may clamp any vehicle parked, standing or abandoned on the common property in contravention of these rules and require the owner thereof to pay a fine to the body corporate and to take the relevant corrective action before removing such clamp.

15.4 Vehicles are parked at the owners or occupiers own risk and the body corporate shall not be responsible for any loss or damage which an owner or occupier may suffer.

15.5 An owner or occupier may not without the written consent of the Trustees which consent may not be unreasonably withheld, let or sub-let the parking bay to other owners or occupiers within the Little Moorings development or in any other manner dispose of such parking bay or his rights therein.

16 **Security**

16.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems.

16.2 The Trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.

17 **Braai facilities**

17.1 An owner or occupier of a unit may braai on a balcony if the related unit has a built in braai.

17.2 Owners or occupiers of units on floors who do not have a built in braai may not braai on a balcony unless a smokeless gas braai is used.

18 **M-net / satellite tv**

An owner or occupier shall be allowed to install the required decoder equipment in their section to connect to the selected service provider via Century City Connect, the subscription costs of which shall be for the account of the owner / occupier.

19 **Window cleaning**

An owner or occupier shall be obliged to clean their own windows where these can be reached without the use of a ladder.

20 **Curtains and blinds**

- 20.1 An owner or occupier may only hang curtains with a white lining behind the curtain.
- 20.2 An owner or occupier of corner units may only install venetian blinds to windows situated on the corner of the building where these are visible from outside, and may hang curtains or install venetian blinds in other windows.

21 **Common property**

An owner or occupier may not remove any shrub, tree or plant from the common property without the prior written approval of the Trustees.

22 **Noise**

An owner or occupier shall not make any noise between the following times :-

- 22.1 Sunday to Thursday nights : 22h00 to 06h00; and
- 22.2 Friday to Saturday nights : 23h00 to 07h00.

23 **Drilling**

An owner or occupier may not drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs without a structural engineers report obtained at the owners cost confirming that the drilling interferes with the structural reinforcement.

24 **Behaviour of owners, occupiers and guests**

- 24.1 All owners and occupiers shall ensure that the use of the section and of the common property and its facilities is at all times conducted in such a manner as not to:
 - 24.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
 - 24.1.2 detrimentally affect the rights and interests of other owners or occupiers.
- 24.2 An owner or occupier shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.

25 **Tenants**

- 25.1 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees is concerned, be liable for:
 - 25.1.1 all electricity and water charges in respect of a Unit;
 - 25.1.2 all fines imposed by the Trustees in terms of these rules on the owner and occupier of a unit;
- 25.2 An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Unit by the Trustees or the managing agent for : -

- 25.2.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees; and / or
- 25.2.2 statements for income tax purposes.
- 25.3 Within 7 [seven] days of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees and/or the Managing Agents of the Body Corporate of:
- 25.2.1 the full names, address and telephone number of the Tenant and other Occupiers of the unit;
- 25.2.2 the duration of the lease;
- 25.2.3 the amount of persons who will occupy the unit; and
- 25.2.4 all Tenants and/or Owners must be in possession of an access disc or access card to the Development.
- 25.4 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier fails and/or refuses to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 25.5 An Owner shall, prior to concluding an agreement to lease his Unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed Tenant or Occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 26 General**
- 26.1 The Board of Trustees or its agents shall not be liable for :-
- 28.1.1 any injury or loss or damage of any description which any owner or occupier of a section / erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors; or
- 28.1.2 for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 26.2 No firearms or pellet guns may be discharged on the common property.
- 26.3 An owner or occupier shall not use or permit his section to be used for any purpose which is injurious to the reputation of the scheme.
- 26.4 All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Trustees or the Managing Agent of the Body Corporate.