

The Claridges of Sandton

Conduct Rules -- February 2013

1. INTRODUCTION

- a) In terms of section 35 (2) of the Sectional Titles Act No 95 of 1986, the Trustees of The Body Corporate of The Claridges of Sandton, hereby publish the following Schedule of **Conduct Rules**. These rules may be amended, from time to time-to-time, to meet the changing needs of the community.
- b) The purpose of these rules is to promote the maintenance of common courtesy and regard for the rights of all Residents; to sustain the correct and appropriate use of all common amenities and to ensure the maintenance of the highest possible standard of living for the mutual benefit of all Residents.
- c) We (The Trustees of the Body Corporate of the Claridges of Sandton) require your co-operation as Residents, in abiding by these rules. We would point out that, should it be necessary, the Trustees will take legal action to uphold these rules, in the best interest of all Residents.
- d) The Conduct Rules contained in Annexure 9 of the Regulations to the Sectional Titles Act, 95 of 1986 have been repealed in their entirety and replaced by these Rules.
- e) In terms of Section 35 (2) (b) of the Sectional Titles Act No 95 or 1986, the Body Corporate hereby publish the following Schedule of Conduct Rules, which may be amended from time to time by Special Resolution passed by 75% of the Suite-owners voting , to meet the changing needs of the community. These Rules are in addition to the Management Rules (Annexure 8 of the Sectional Titles Act).

The following serves as a general guideline to Residents:

- f) It must be each Resident's declared intent to live as harmoniously as possible with all other Residents and to respect each other's rights of privacy and lifestyle.
- g) Common courtesy and consideration for others must be the basis for all aspects of behaviour within the Claridges complex.
- h) It is the responsibility and duty of Suite-owners to ensure that their tenants, visitors and staff are familiar with, and abide by, these rules.
- i) It is a general requirement that any parties in conflict will make all reasonable endeavours to resolve issues amicably between themselves, before involving Trustees.

2. DEFINITIONS

- a) The term "Suite" shall mean the section to the scheme to which these rules apply, comprising of the section and exclusive use common property.
- b) The term "Resident(s)" shall mean:
 - The owner(s) of any Suite, and
 - The lessee(s) of any Suite, and
 - All adult persons residing in any Suite.

3. MOTOR VEHICLES

- a) Guest of Residents shall park light passenger vehicles or motorcycles only in the guest parking bays, and then only during the time that they are visiting the Residents.
- b) Residents shall, as a matter of course, park their vehicles in those numbered parking bays or garages, designated as exclusive use common property for their own Suite.
- c) Residents, and other persons with their specific permission only, shall be entitled to park vehicles in front of the Residents designated exclusive use garages or parking bays; and then only in such a manner that does not cause any obstruction or block any drive or access way.
- d) Residents shall not park vehicles of any kind in the guest parking areas for periods in excess of seven days unless they have received prior written consent from the Trustees.
- e) Vehicles of employees or contractors, including delivery or removal trucks, may not be parked within the Claridges complex; they are to be parked in Susan Lane and in such a way that they do not present an obstruction to traffic flow.
- f) Repairs or reconditioning of vehicles is not permitted anywhere in the Claridges complex.
- g) Vehicles may only be washed or cleaned in the designated wash bays; and then only, between the hours of 08:00 and 18:00. Reasonable care should be taken not to disturb any Residents. No litter is to be left in or around the wash bays.
- h) Vehicles may not travel at speeds in excess of 10 kilometres per hour anywhere within the Claridges complex
- i) No trucks, caravans, trailers, motorhomes or boats shall be parked anywhere within the Claridges complex unless the registered keeper applies for and receives prior written permission from Trustees and then only with whatever conditions or limitations the Trustees see fit to apply to any approval granted.
- j) No vehicles with oil leaks are to be parked anywhere within the Claridges complex, unless cardboard or other absorbent material is placed in such a way as to absorb the oil, until such time as the vehicle has been repaired.
- k) No vehicle shall be parked in such a way that it presents an obstruction to the free-flow of vehicle movement, anywhere within the Claridges complex.
- l) Any vehicle parked in contravention of the any of the foregoing rules may be removed at the Suite-owner's expense, without any liability on the Trustees or the Body Corporate for any damage claim whatsoever.
- m) No person shall sleep in any vehicle parked on the common property, nor perform acts or functions in the vehicle that are deemed to be unacceptable in a public area.

4. CYCLES AND RECREATIONAL DEVICES

- a) Except where parked in an exclusive use common property parking bay allocated to the Resident in question, bicycles or motorcycles may only be parked within the Claridges complex at the discretion of The trustees, and then only on areas specifically approved by the Trustees and with their prior written consent.
- b) The use of bicycles, tricycles, quad-bikes, soapbox cars, roller skates, roller blades, roller balls, skateboards or similar devices is not permitted anywhere within the Claridges complex, under any circumstances.
- c) The Body Corporate is indemnified against any accident, loss or damage sustained by any Resident, their family, friends, employees and visitors if the above is not adhered to.

5. LAUNDRY

- a) No washing lines or drying stands may be installed or placed on the balconies, exclusive use common property or common property during the day. Drying stands may be placed on balconies during the night, subject to these not being visible from the common property.
- b) Washing and other articles may not be hung out on the common property, exclusive use common property, or on balconies, or in any position where it is visible from the common property, or by other Residents.
- c) Any Residents or their staff who use the equipment in the laundry room shall take good care of the equipment and leave the room tidy and clean.
- d) The laundry and the drying facilities are used at each Resident's own risk and the Body Corporate indemnifies itself against any theft or damage that may arise whilst using these facilities.

6. SANITARY SERVICES

- a) Save as is hereafter stated, refuse, litter, debris, etc. shall not be deposited anywhere in the common property, at any time.
- b) Household refuse only shall be placed in the receptacles provided in the Refuse Room; no building waste or any other debris is to be placed in the Refuse Room.
- c) Residents and their staff shall use reasonable endeavours to keep the Refuse Room tidy.
- d) Refuse is to be placed within the bins provided and the bins shall not be overfilled; lids should be closed.
- e) No articles are to be placed on the floor of the Refuse Room.
- f) No Resident shall 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.
- g) No Resident shall shake or dust or beat carpets or mats over the balconies or walls or through the windows of any Suite.

7. NOISE

- a) No musical instruments or other sound producing device whether electronic or not, shall be played, operated or used in such a manner as to interfere with any Resident's enjoyment of his/her Suite, at any time.
- b) Any alarm installed in a Suite shall be of the silent type; no loud bells, sirens or sound-bombs should be installed.
- c) Automobile hooters and alarms shall not be sounded within the Claridges complex at any time.
- d) From 22:00 on Sundays to 07:00 on Fridays, silence must be maintained between the hours of 22:00 and 07:00 on each day. On Friday and Saturday nights, silence must be maintained between 24:00 and 07:00 the following day.
- e) The hours of all parties must be in accordance with the rule 7 d) above.
- f) Residents remain responsible for the behaviour of their guests and staff at all times, anywhere within the Claridges complex; emotional outbursts and inebriated behaviour are unacceptable and will not be tolerated.
- g) The security guards have been instructed to call the police should any of the above conditions 7 c) to 7 e) be breached.
- h) Residents are to advise the Trustees and their neighbours before any noisy alteration work takes place; such work shall be affected with due consideration of the immediate neighbours and other Residents.
- i) Residents will make all reasonable endeavours to ensure that noise associated with any repairs or alterations is kept to a minimum.
- j) No work which generates noise may be carried out on Sundays at any time; or from 00:00 to 08:00 and from 14:00 to 24:00 on Saturdays; or between 18:00 and 08:00 on other days

8. GARDENING AND PLANTS

- a) Gardens and plants on the common property are for the enjoyment of all Residents; no wilful damage or interference with and of the plants, trees or shrubs by any Resident will be tolerated.
- b) Removal or cutting back of plants, shrubs or trees is not permitted unless prior written consent is given by the Trustees.

9. ACCESS TO THE CLARIDGES COMPLEX, INCLUDING SHOW DAYS

- a) Unless specific arrangements have been made in advance with the security personnel or Estate Manager, access to the Claridges complex, by any visitor, agent, tradesperson or delivery person, shall only be granted if a Resident is at home, in order to grant access to the non-Resident.
- b) If no answer is received from a Suite via the intercom, access to any non-Resident will be denied by the security personnel.
- c) The detailed rules in respect of show-days will be published from time-to-time and will be available for all estate agents and Residents in the Guard House. Notwithstanding this fact :-
 - All Suite-owners wishing to have their unit 'on show' must inform the Trustees in writing prior to the show day; forms for this purpose are available from the Guardhouse and conditions for estate agents may vary from time-to-time at the sole discretion of the Trustees.
 - No prospective purchaser will be allowed to bring a vehicle into the Claridges complex.
 - All prospective purchasers will be accompanied from the Guard House to the Suite on show and back again after the viewing, by an estate agent.
 - Estate agents' direction sign, advertising and sign-boards shall only be allowed at the discretion of the Trustees and then only on days when show houses are taking place.

10. SUPERVISION OF CHILDREN

- a) Residents shall fully supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed, that no nuisance is caused to any Resident, and that no damage is caused to the property of any Resident or to the common property or any unoccupied unit; also that no child is subjected to any danger by his or her presence on the common property areas.
- b) Neither the Trustees, nor the Body Corporate nor its Managing agent shall be responsible for injury or death to any child, whether supervised or not, however caused, anywhere within the Claridges complex.

11. ANIMALS (including, but not limited to dogs, cats, reptiles, rodents and birds)

- a) Applications to house any animal must be made to, and approved in writing by the Trustees, prior to said animal being brought into the Claridges complex for any reason. This applies to Residents, visitors, contractors and invitees.
- b) Any approval will be made in writing by the Trustees and may be subject to such reasonable written conditions as the Trustees may deem fit, from time-to-time.
- c) The Trustees at their sole discretion may revoke any permission previously given by the Trustees to house any animal, should the specific conditions under which permission has been granted are breached, following a final written warning being issued to the responsible Resident.
- d) In the event that written complaints of noise are received from Residents of any three or more separate Suites of the Claridges in a 30-day rolling period, the Trustees will investigate the complaints and will, if the complaints are deemed to be justified, issue a letter of warning to the animal owner.
If, in the subsequent 30-day rolling period, written complaints of noise are again received from three Residents of any three or more separate Suites of the Claridges, then the Trustees will again investigate the complaints and if they are again deemed to be justified, then the Trustees will have the right to revoke permission to keep the animal.
- e) No animals shall be allowed to be exercised on the common property, whether leashed or not.
- f) Residents shall ensure that their animals do not encroach onto or foul the common property. Should any animal foul the common property, the responsible Resident shall remove all excrement or other mess left by such animal immediately.
- g) Any animal already in occupation prior to the registration of these Conduct Rules may not be replaced upon the death of such an animal without prior written permission of the Trustees.
- h) No animal excrement shall be disposed of in the refuse room or anywhere on the common property.
- i) The feeding of wild birds, especially feral pigeons, is prohibited.

12. EMPLOYEES

- a) Residents shall ensure that their employees do not loiter in the common property.
- b) Residents shall not request any employee of the Body Corporate or its subcontractors or agents to perform work on their behalf during their normal work hours.
- c) Residents shall provide the security guards with details of their staff, in a format prescribed by the Trustees from time-to-time; including a copy of the staff member's Identification document.
- d) Residents shall notify the security guards when an employee's services have been terminated.

13. PESTS AND PEST ERADICATION

- a) All Residents shall keep their Suites free from white ants, cockroaches, borer and other wood destroying insects, as well as fleas, nits or any other insects or pests, at all times.
- b) To this end, Residents are required to permit the Trustees, their Managing Agent and its duly authorised agency or employees, to enter their Suite from time-to-time, for the purpose of inspecting the Suite and taking such action as may be reasonably necessary to identify and eradicate such pests.
- c) The cost of the inspection or eradicating of any pests as may be found within the Suite, replacement of any woodwork or other material forming part of such Suite which may be damaged by any such pests, shall be borne by the Suite-owner.
- d) Any damage to the common property caused by such pests will be repaired by the Body Corporate and the Suite-owner will be charged for any such repairs and treatments that may be necessary to prevent further damage.

14. EMERGENCIES, FIRE HYDRANTS AND EQUIPMENT

- a) All fire control equipment is sealed by the Fire Department and must not be tampered with in any way.
- b) The fire control equipment is strictly for use in a fire emergency and is critical to the safety of the complex, its Residents and guests.
- c) In the event that any Resident, or person invited or allowed into the Claridges complex by a Resident, is found tampering with or breaking seals or in any way using the fire control equipment for any other purpose other than that for which it was intended, then the responsible Suite-Owner will be charged the fee it will cost the Body Corporate to have the equipment tested and reinstated plus an administration fee of 30% of all costs incurred.
- d) The emergency and evacuation procedures are circulated to all Residents by the Trustees and under no circumstances may a Resident, staff member or visitor contravene these procedures.
- e) The lifts may not be used during any emergency.

15. SETTLEMENT OF DISPUTES

INTRODUCTION: These Conduct Rules are designed to prevent disputes between Residents and others from occurring and, provided that all affected parties accept and abide by them, few disputes should occur. Nevertheless, no rules can be all encompassing and a procedure is required for the settlement of any disputes which do occur; this section outlines such a procedure to be followed.

- a) Before making a written complaint to the Trustees, Residents should consult these Conduct Rules to establish whether or not the grounds for any complaint are reasonable.
- b) In the event of annoyance, aggravation, complaints or disputes occurring between Residents, a polite communication between the parties concerned to settle the matter between themselves must be attempted before involving the Trustees. This should be done with consideration and tolerance. Experience has demonstrated that, given politeness and responsibility from those involved, there are few complaints, which cannot be amicably resolved.
- c) In the event that a complaint or dispute cannot be resolved as suggested above in a), b), the matter should be brought to the attention of Trustees, in writing.
- d) The Trustees will investigate the complaint, decide on its merits and act as arbitrator. If so warranted, the complaint will be registered in the incident register pending further action as may be decided upon by the Trustees.
- e) The Trustees may require that a complaint be submitted to them in the form of an affidavit before they can act on it; they will make this clear to the complainant(s).
- f) The matter may be reported to the Managing Agent in writing by the Trustees, if they are unable to resolve the issue. The Managing Agent, in conjunction with the Trustees, will further attempt to resolve the complaint. Any costs associated with resolving the issue will be for the Resident ultimately found to be responsible.

16. BUSINESS ACTIVITIES

- a) No business, profession or trade of any kind may be conducted in any Suite or on the common property without prior written permission of the Trustees.
- b) No auctions, boot-sales or jumble sales may be held anywhere within the Claridges complex.
- c) No Resident shall exhibit, distribute or place any sign, notice, billboard, advertisement or publicity of any kind whatsoever on any part of the common property or within a Suite, so as to be visible from anywhere outside of the Suite.

17. ALTERATIONS, IMPROVEMENTS, INSTALLATIONS TO COMMON PROPERTY OR EXCLUSIVE USE COMMON PROPERTY

- a) All requests for alterations, improvements, installations or placements will be made to the Trustees in writing by the Suite-owner, not by tenants or estate agents.
- b) No balcony, garage or designated parking bay or any other exclusive use common property area or common property area shall be altered in any way, nor equipment or items installed in it, without the prior written consent of the Trustees.
- c) No extensions, alterations, improvements, installations or placements of any kind, to the exterior of any Suite or garage, including balconies and front doors shall be made unless the Trustees have first been given full written particulars thereof, including where necessary, plans approved by the Municipality.
- d) Any such alterations, improvements, installations, placements or work of any kind will only commence following written approval by the Trustees.
- e) If such written permission is granted, it shall apply only to the detailed changes and/or plans submitted; any variations thereto will also require the permission of the Trustees in writing.
- f) Any unapproved alterations, improvements or installations or placements may be removed by the Trustees at the Suite-owners cost, plus an administration fee of 30% of the total cost to the Trustees.
- g) Improvements fitted by any Resident shall be maintained by the Suite-owner or subsequent purchaser of the Suite.
- h) Should any approved improvement, alteration or installation, subsequently be found to cause discomfort or annoyance to the Resident of another Suite, then the Suite-owner at the time the improvements, alterations or installations were carried out, or subsequent Suite-owner, in the event that the Suite has since been sold, will be required, at his/her cost, to rectify the issue causing discomfort or annoyance. Failing that, the Trustees will rescind permission for the improvement/alteration which will then be removed at the expense of the Suite-owner who first affected it or subsequent Suite-owner.

- i) If any approved improvement, alteration or installation is allowed to deteriorate, it will be serviced or maintained by the Body Corporate at the cost of the current Suite owner.
- j) All refuse, debris and any other waste materials resulting from the alterations, improvements or installations shall be removed by the Resident immediately, no storage of refuse, debris or waste materials is allowed on Claridges common property
- k) Should a Resident require a skip for the disposal of waste materials or debris, this may be placed in Susan Lane, subject to prior written permission from the Trustees, in a position indicated by the Trustees and for a maximum time period indicated by the Trustees and at the Resident's expense.

18. TERRESTRIAL AND SATELLITE RECEIVER INSTALLATIONS

- a) Tampering by any person with the terrestrial or satellite antennae or any of the associated, cupboard mounted amplifiers, switches, power supplies, or any associated cabling on the common property, is not permitted.
- b) Only service providers approved by the Trustees shall be used to repair or modify any terrestrial or satellite, antenna, switching, routing, amplification or cabling installed anywhere on the common property.
- c) No external terrestrial or satellite antennae may be erected anywhere in the Claridges complex, including balconies.

19. DAMAGE TO COMMON PROPERTY

- a) Should any damage whatsoever be caused to the common property by a Resident, or any person invited or allowed into the Claridges complex by a Resident, or should any such persons cause the Body Corporate to suffer any loss or incur any expense, the Trustees will arrange for the repair of such damage and will charge the Suite-owner for the cost of such repairs.
- b) An administration fee of 30% of the costs of repair of any damage to the common property shall be payable to the Body Corporate. The cost of repairs for damage to the common property shall be for the account of the Suite-owner.

20. PAYMENT OF LEVIES

- a) Payment in full of levies, including additional or special levies and electricity bills must be received by the Managing Agents by the seventh of the month in which they are due.
- b) Interest will payable on any late payments at the overdraft rate charged by the Body Corporate's bankers from time-to-time or at a rate determined by the Trustees from time-to-time.

21. LETTING, SELLING, EVACUATION OR OCCUPYING A UNIT

- a) A Suite-owner may lease, sell or relinquish occupation of his/her Suite but will remain fully responsible for all of his/her obligations to the Body Corporate until the Suite has been registered in the new Suite-owner's name.
- b) The outgoing Suite-owner shall furnish the new Suite-owner with a copy of these Conduct Rules for perusal and acceptance.
- c) Suite-owners who let their Suites to tenants must ensure that their tenants are introduced to an appointed Trustee or the Claridges Estate Manager within 14 days and that they peruse, sign and return a signed copy of these Conduct Rules.
- d) Any Suite-owner intending to sell, lease or give up occupation of his/her Suite shall, at least 14-days prior to the effective date of the transaction, inform the of the name, address and telephone number of the intended new tenant or Suite-owner.
- e) Suite-owners letting their Suites to tenants will be held responsible for the conduct of those tenants, members of their families, employees, guests, contractors or subcontractors, in accordance with these Conduct Rules and the Sectional Titles Act, notwithstanding any provision to the contrary contained in any lease agreement or grant of rights of occupancy.
- f) All removals into and out of the complex must be done between 08:00 and 18:00 and, where possible, between Monday and Friday.
- g) The Estate Manager and Guards must be informed in advance of the removal date in order that appropriate covers can be placed on the lifts.
- h) Any damage to the lifts or common property caused by moving on or out of a unit will be repaired on behalf of the Body Corporate and charged to the Suite-owner at the time that the damage was done.

- i) The maximum number of persons residing in a Suite shall be two persons per bedroom. It is specifically noted that living rooms and balconies are not bedrooms for the purposes of this clause.

22. GENERAL

- a) Neither the Trustees, nor the Body Corporate nor its Managing agent shall be responsible for injury or death to any person, however caused, anywhere within the Claridges complex.
- b) The Trustees shall have the right to take any action deemed necessary to prevent or rectify any infringement of these rules.
- c) Exclusive use common property, including balconies and garden areas must at all times be kept clean and tidy.
- d) No firearms, pellet guns, catapults or bows and arrows may be discharged on or over the common property.
- e) No stones or other solid objects may be thrown on the common property.
- f) No ball games of any kind are to be played anywhere on the common property or in the basement parking areas.
- g) No fireworks of any kind are to be discharged anywhere within the Claridges complex.
- h) No ritual slaughtering, or any other religious festival activities, shall be allowed anywhere on the common property or exclusive use common property, under any circumstances. However, the observance of religious practices or activities within individual Suites should be undertaken so as not to impact on the rights of other Residents.
- i) Alcohol will not be consumed anywhere on the common property.
- j) Smoking is not permitted in any of the basement parking areas, or anywhere in the interior common property, or in the public lifts.
- k) No common law or statutory offence may be committed anywhere on the common property.
- l) No Resident shall do, or permit to be done, in his/her Suite, or on the common property, anything which will or may increase the rate of premiums payable by the Body Corporate in respect of any insurance policy.
- m) Inflammable or other dangerous materials or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the Insurance Policy.
- n) No charcoal or wood burning braais are to be used in any Suite or on any balcony or patio area or exclusive use common property area; except exclusive use garden areas and then they are only to be used in a position that does not cause smoke or fumes to annoy other Residents.
- o) No generator may be installed in any Suite or on any common property without prior written consent of the Trustees.
- p) All complaints and requests must be in writing and sent to the Trustees for their attention at a meeting of the Trustees.
- q) No Resident shall place or do anything on any part of the common property (including balconies, patios and gardens) which, when viewed from the outside of the Suite is, in the discretion of the Trustees, aesthetically displeasing or undesirable.
- r) No Resident shall place any object, including but not limited to ornaments, rugs or mats on the common property; typically but not limited to, outside the front door of said Resident's Suite, without receiving the prior written permission of the Trustees.
- s) Residents will not use the common property lifts, or allow them to be used by any employee, contractor or subcontractor, for the carriage of any heavy building materials or rubble of any kind; nor for the carriage of any other bulky, heavy or dirty items which may damage the lifts in any way.
- t) The Trustees reserve the right to impose multiple fines of up to R1,000 on any Suite-owner who continues to be in breach of these rules or whose tenant continues to be in breach of these rules, after having received written notice thereof from the Trustees or their Managing Agent. The amount of the fine shall automatically increase by 15% each annum, on the date of anniversary of their initial publication.
- u) Should the Trustees find it necessary to instruct a firm of attorneys in connection with, or arising from any infringement of the Conduct rules, by a Resident, the Suite-owner shall be liable to reimburse the Body Corporate on demand for all legal costs incurred in respect thereof plus an administration fee of 30% of the total costs incurred.

23. INTERPRETATION

- a) In the event of any dispute concerning the interpretation of these rules and/or the enforcement thereof and/or any breach thereof, the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute.
- b) The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.
- c) Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.