

## CLIFTON MANOR CONDUCT RULES

As per section 10(2)(b) of the Sectional Title Schemes Management Act 8 of 2011

### INTRODUCTION

Welcome to Clifton Manor. For your ease of mind and information, we enclose a copy of the Conduct rules and would appreciate it if you would familiarise yourself with them and comply with these rules.

It is the aim of the Trustees to provide the carefree atmosphere that you envisage when you either purchased or rented a unit, but in order to achieve this, these Conduct Rules are necessary, and after careful consideration and discussion with the Body Corporate, will be observed and adhered to by all Clifton Manor residents.

These rules have been established to promote neighbourly relationships and to protect owners. Living in close proximity with your neighbours makes one more aware of their activities and them of yours. This therefore requires more care and consideration by everyone, for everyone residing in the complex.

It is in the interest of all owners that the Conduct Rules be complied with, not only to the letter of the Rule, but in the spirit of townhouse living and in a way that will promote harmony among residents.

In the event of annoyance, aggravation or complaints occurring between residents of units, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then the matter should be brought to the notice of the Board of Trustees in writing. The Trustees may require that a complaint be submitted to them in the form of an affidavit before they consider / act on it.

Rules and regulations do have a positive connotation – the benefit and protection that you will obtain from their existence and enforcement.

It is the obligation of all owners of any property in Clifton Manor to ensure that these rules are abided by the owner, any resident, or occupant of the owner's property or present on the estate whether such be family members, employees, tenants, visitors or friends.

In the event of conflict between the Conduct Rules and Management Rules of the Sectional Titles Schemes Management Act 8 of 2011, the latter shall prevail.

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Notwithstanding the matter in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses, with regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.

For the purpose of these rules, the term clause shall include sub-clauses.

Where the word "he / his" are used in any rules, it includes "her / hers" or any company or close corporation which is the registered owner of a unit in Clifton Manor.

In terms of the Sectional Titles Schemes Management Act 8 of 2011. The following applies:

Duties of owners and occupiers of units:

**SECTION A:**

**1. STATUTORY AND GENERAL**

An Owner:

- (i) shall not use his unit, exclusive use area or any other part of the common property, or permit it to be used, in such a manner as to be a nuisance to any other owner or shall be injurious to the good name of the building;
- (ii) shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the buildings or the common property, or contravention of the conditions of the title applicable to his unit or to his exclusive use area;

- (iii) is responsible for the payment of all levies and other charges payable monthly in advance. These being due on the first of each month with cut off on the seventh of each month. Interest shall apply on late arrear accounts;
- (iv) In terms of Management Rule 25(4) contained in Annexure 1 to the STSMA states that : A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act;
- (v) Clifton Manor Body Corporate, the Managing Agent and the Trustees will not be held responsible for any loss or damage caused by the disconnection of services;
- (vi) if no statement is received please contact the Managing Agent to ascertain the amount payable;
- (vii) postal delays and non-receipt of a statement are not accepted reasons for late payment;
- (viii) shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of the other units, the common property or any exclusive use area;
- (ix) Shall not do anything to his unit or exclusive area which is likely to prejudice the aesthetic appearance of the building;
- (x) In terms of Section 13(1)(g) of the Sectional Title Schemes Management Act, when the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use nor permit such section or exclusive use area to be used for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for that purpose as consented to;
- (xi) shall not construct or place any structure or building improvement on his exclusive use area, without the written consent of the Trustees.

## 2. **BINDING NATURE**

The Sectional Titles Schemes Management Act 8 of 2011, the Management and Conduct Rules are binding on all owners and all persons occupying any Section who, in turn, are responsible for ensuring that members of their families and their tenants, visitors, employees and domestic worker comply with them.

## **SECTION B**

### **1. BALCONIES / PATIO**

- 1.1 Maintenance of balconies and patios form part of the owner's responsibility.
- 1.2 The outlet pipes on balconies and patios are to be kept obstruction free by the Occupier of the unit.
- 1.3 Balconies / patios are not to be used as storage areas.
- 1.4 No bed linen, blankets, clothing, carpets etc may be hung out on the balcony/patio walls.
- 1.5 Clothes horses are not permitted on the balcony and patio area when drying your laundry.
- 1.6 Washing machines / tumble dryers are not to be used on the balcony / patio areas.

### **2. CONDUCT OF MINORS/VISITORS/EMPLOYEES**

- 2.1 Residents must supervise their minors and the minors of visitors to ensure that no damage is caused to the common property or nuisance to other residents;
- 2.2 Owners must ensure that occupants, visitors, guests, employees and minors do not interfere with firefighting apparatus, plants, garden furniture, water features, and light fittings or any other equipment in Clifton Manor;
- 2.3 Owners or occupants of units will be held responsible if they or their visitors, guests, minors or employees cause damage or loss of any kind whatsoever to any part of Clifton Manor;
- 2.4 It is requested that minors be supervised at all times by an adult / parent.

**3. BUILDING: APPEARANCE FROM OUTSIDE**

- 3.1 The owner or occupier of a unit shall not place or do anything on any part of the common property, balconies, patios, verandas and gardens which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the unit, or from above.

**4. BUILDING: DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 4.1 An owner or occupier of a unit 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.
- 4.2 Notwithstanding the sub rule above, an owner or person authorised by him may install:
- i. any locking device, safety gate, burglar or other safety device for the protection of his unit;  
or
  - ii. any screen or other device to prevent the entry of animals or insects.  
Provided that the Trustees have approved in writing the nature and design of the device and the manner of its installation, bearing the aesthetic appearance of the complex in mind.

**5. BUILDING: INTERIOR AND EXTERIOR ALTERATIONS INCLUDING AERIALS / SATELLITE DISHES FOR RADIOS AND TELEVISIONS AS WELL AS INSTALLATION OF ENERGY SAVING WATER HEATING DEVICES SUCH AS SOLAR GEYERS, HEAT PUMPS, SKYLIGHTS ETC.**

- 5.1 Before any structural alterations are undertaken, the period within which the work must be completed must be agreed with the Trustees and must be adhered to. A verge deposit of R10000 for major alterations and R2000 for minor alterations will be called for to cover any damages to the common property.
- 5.2 Any alteration shall be carried out at reasonable hours (Monday to Friday from 08H00 to 16H30 with limited noisy work to be carried out on Saturdays between 10H00 and 14h00. The owner or tenant shall not cause undue disturbance to the owners or occupiers or neighbouring sections.
- 5.3 Subject to the above rules, alterations, additions or decorations to the exterior of the units, including radio / television aerials and satellite dishes or to the exclusive use areas, or to any other portion of the common property, may not be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent. Should there, in the opinion of the Trustees, be a possibility that an alteration or addition may affect the strength of the structure of any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act 1986, the Trustees may require the owner to obtain a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alterations/or additions.
- 5.4 Requests for consent to alterations shall be made in writing to the Trustees, and shall be accompanied by plans and specifications showing the nature, kind, shape, height, colour, material, and location of, the proposed alteration, addition or decoration.
- 5.5 An owner or occupier of a section shall be obliged to maintain all upgrades made by him to the exterior of his unit. At his / her cost, they will be obliged to maintain the above in a state of good order and repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 5.6 If the owner or occupier of a unit fails to comply with the provision of the abovementioned rule and such failure persists for a period of 30 days after written notice to repair or maintain was given by the Trustees or the Managing Agent, the Body Corporate shall be entitled to remedy the owner's failure in question in such a manner as it deems fit to recover the costs of so doing from such owner. The Trustees can, if need be, extend the period of time, in writing, depending on the situation. Alternatively, a fine could be imposed, which cost will be under review on a yearly basis at the Annual General Meeting of the Body Corporate.

- 5.7 Should any alterations, addition or decoration obstruct any employee or contractor of the Body Corporate in performing any work on the common property or common services, the owner or occupier concerned shall be liable for any additional costs incurred by the Body Corporate in the performance of such work.
- 5.8 No structural alteration to the interior of the units which may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act 1986, including any alterations to plumbing and electrical installations may be carried out without prior written consent of the Trustees or the approval of the municipal authorities. The Trustees may require a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alterations or additions.
- 5.9 An owner or occupier of a unit shall not be entitled to interfere with electrical installations and plug points in the section, unless such work is undertaken by a licensed technician. All electrical installations and alterations must have a certificate of compliance issued by a registered, qualified electrician.
- 5.10 Interior repair and maintenance, including geysers and hot water systems, are the responsibility of the owner. Some item of repair to geysers will be covered under the Body Corporate insurance cover. All geysers must have a PIRB or eThekweni certificate of compliance issued by a registered, qualified plumber.
- 5.11 In the event of a contractor damaging any part of the common property, the owner shall be responsible to the Body Corporate for the cost of any repairs required.
- 5.12 A resident shall keep and maintain the sewerage pipes, water pipes and drains in his unit free from obstruction and blockages and generally in a good state of repair.
- 5.13 Notwithstanding the fact that the exterior of the building is common property, the written consent of the Trustees to affix a DSTV or television aerial thereto is needed. Provided the written permission of the Trustees has been sought prior to installation permission will not be unreasonably withheld. In giving permission the Trustees will instruct the owner or occupier on the sighting of the appliance. The appliance must, at all times, be maintained by the owner of the device, which once installed, may not be removed and will remain the property of the Body Corporate.
- 5.14 An owner would need to first request permission from the Trustees before installing a solar geyser, heat pump, skylight etc. The specifications will be supplied to them on this request.
- 5.15 Only the owners or occupiers are allowed to give access to and open gates for any contractors or technicians employed by them. Remote controls are not allowed to be given to contractors under any circumstances.
- 5.16 The common ablution facilities of Clifton Manor are only for use by employees of the complex and body corporate. Anybody employed by an owner or occupier of a unit must use the ablution facilities in that unit. This includes the cleaning of contractors' tools and equipment. Any water used by an owner or occupier for building and alterations must be from the unit concerned and not communal water.

**6. BUILDING: OWNERS FAILURE TO MAINTAIN**

If the owner:

- 6.1 fails to repair or maintain his unit in a state of good repairs as required by the Sectional Title Schemes Management Act 8 of 2011; or
- 6.2 fails to maintain adequately any area of common property allocated for his exclusive use and enjoyment; and any such failure persists for a period of thirty (30) days after having been given written notice to repair or maintain by the Trustees or Managing Agent on their behalf, the Body Corporate shall be entitled to remedy the owner's failure and to recover the cost of doing so from such owner.

**7. BUSINESS, AUCTIONS, AND JUMBLE SALES**

- 7.1 No business or activities of any disruptive nature may be conducted in a unit or on the common property. No business at all without the relevant licence and written approval of the owners, will be permitted.
- 7.2 No auctions or jumble sales may be held on the common property or in a unit without the written approval of the Trustees.

**8. DOMESTIC AND PRIVATE EMPLOYEES**

- 8.1 No owner or occupier of a unit may request personal duties to be performed by any member of Clifton Manor staff employed by the Body Corporate during working hours.

**9. FIREARMS / THROWING OF STONES / FIREWORKS/DRONES**

- 9.1 No firearms, pellet guns or fireworks may be discharged in Clifton Manor  
9.2 No stones or solid objects may be thrown or propelled in Clifton Manor.  
9.3 No drone is allowed to be flown over Clifton Manor by any resident, visitor, guest, employee etc. ; whether that person is within or outside of the complex.

**10. FIRE HOSES AND FIRE EQUIPMENT**

- 10.1 An owner or occupier of a unit shall not under any circumstance, except in the case of fire, break the seal on any of the fire equipment in the complex. Any person found tampering with the seals or breaking the seals or in any way using the fire equipment for any purpose other than that for which it was intended, will be liable for costs incurred by the Body Corporate to have the fire equipment resealed. In addition, any fine levied by the local authority will also have to be paid by the owner or occupier.

**11. GARDENING**

- 11.1 The Body Corporate employs a gardener to tend to the gardens, however, the onus is on the occupant to keep his exclusive use area, in a neat and tidy condition.  
11.2 Lawns will not be mowed if animal excrement is evident on the lawn. Residents will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the owner will be responsible for the mowing of the lawn.  
11.3 No plant or flower may be picked from, nor any damage be caused to the garden areas on the common property which are not part of the exclusive use area. The natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Trustees.  
11.4 Garden tools and other equipment shall not be kept in any place where they will be viewed from other units or any portion of the common property.  
11.5 Wall plants and creepers must be properly maintained and not allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Trustees. Any damage caused will be repaired for the account of the resident responsible.  
11.6 Residents watering plants on balconies are to ensure that no excessive watering occurs which will cause inconvenience or damage to the structure below. Balconies are not to be overloaded with pot plants.  
11.7 The two garden refuse areas are exclusively for garden refuse and no other rubbish may be disposed of there.

**12. LAUNDRY**

- 12.1 An owner or occupier of a unit shall not erect his own washing lines nor place or hang any washing or laundry or any other items on any part of the building or the common property where it is visible from outside the building or from any other unit.

**13. LETTING AND / OR SALE OF UNIT**

- 13.1 In terms of the Rental Housing ACT of 1999, a copy of the Conduct Rules must be appended to the Lease Agreement.  
13.2 For security reasons, the owner of a unit, the agents managing the lease or the prospective tenant shall be obliged to notify the Trustees in writing within 14 days of the date of conclusion of a lease of his unit of the full names of the tenant, identity number or passport number and of the period of the lease. Similarly, an owner shall forthwith notify the Trustees in writing of the full names of any other person granted rights of occupancy.

- 13.3 As this is a residential complex, the units may not be used as temporary accommodation with a minimum duration of 6 months by any occupant.
- 13.4 The number of persons who permanently reside in a section shall be limited to two persons per recognised bedroom and in terms of the applicable local authority law.
- 13.5 In the event of a private sale, it is incumbent on the seller to notify the Managing Agent of the full name of the buyer.

#### **14. INSURANCE**

- 14.1 All insurance claims relating to the Body Corporate Insurance Policy must be facilitated to the Trustees or Managing Agent.
- 14.2 The Body Corporate shall be responsible for any excess payment in respect of any insurance claim relating to damage to a section, originating from the common property or a failure of the common property of whatsoever nature and payable in terms of a contract of insurance entered into by the Body Corporate.
- 14.3 The owner of a section shall be responsible for any excess payment in respect of any insurance claim relating to any damage to his or her section payable in terms of a contract of insurance entered into by the Body Corporate, unless the damage was caused in terms of Clause 14.2 above.

#### **15. LITTERING**

- 15.1 An owner or occupier of a section shall not deposit, throw or permit or allow the depositing of litter on the common property. Any rubbish, including excrement, dirt, cigarette butts, food scraps or any other litter whatsoever shall be disposed of appropriately by the owner or occupier.

#### **16. INDEMNITY**

- 16.1 The Body Corporate and / or Trustees or their duly appointed Agents shall not be liable to any owner of a Section, for any injury, damage or loss of any description, which the Section Owner, occupier and / or any member of the Section or the occupier's family, or any employee or Domestic Worker / Contract Worker/s or any relative, friend, acquaintance, visitor, invitee, or guest of the Section owner or occupier may sustain physically to his or their property, directly or indirectly, in or about the Common Property or individual Sections or in or about the parking area, pathways, gardens, stairwells, corridors or driveway or in or about any part of the Complex and / or grounds in which the Common Property or individual Sections, or any appliance whatsoever in the Complex or grounds in which the Common Property or individual Sections are situated for any act done or any neglect on the part of the Body Corporate, its employees, Domestic / Contract Worker/s, or its duly appointed Agents and their Employees / Domestic / Contract Workers.
- 16.2 The Body Corporate or its duly elected Agents and staff shall not be liable or responsible in any manner whatsoever, in respect of the non-receipt or non-delivery of goods, postal matter or other property.

#### **17. MOTOR VEHICLES, USE OF DRIVEWAYS, PARKING AREA**

- 17.1 Road signs on the common property shall be observed and particularly the speed limit of 10km/h.
- 17.2 Vehicles may not be driven within the common property in any manner which creates a nuisance or is considered by the Body Corporate not to be in the interest of safety.
- 17.3 Unlicensed persons are not permitted to drive any vehicle within the common property.
- 17.4 Hooters shall not be sounded within the common property other than in emergencies.
- 17.5 Vehicles may be parked only in such areas of the common property as are specifically indicated or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access to and from parking bays is not obstructed.
- 17.6 One vehicle may not occupy two visitor parking bays.

- 17.7 No visitors parking bay can be used for parking anything other than a motor vehicle or motor bike. No parking bay shall be used for the dumping of builder's rubble or any other rubbish for an unreasonable period of time.
- 17.8 Visitors may only park in the identified visitors parking areas.
- 17.9 Damaged vehicles, vehicles that are not in general use, vehicles that drip oil, petrol, diesel or brake fluid on to the common property and are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees in writing.
- 17.10 No trucks, caravans, trailers, boats, or other heavy vehicles may be parked on any portion of the common property without prior written consent of the Trustees.
- 17.11 No person may dismantle or effect major repairs to any vehicles on any portion of the common property.
- 17.12 Washing of vehicles is permitted within Clifton Manor. This is to be carried out during reasonable hours and no music is allowed. No fire hoses, under any circumstances, may be used for this purpose and should an owner or tenant be found to be misusing Clifton Manor property, they will be liable for costs incurred by the Body Corporate.
- 17.13 Trustees may impose a fine if any vehicles parked, standing or abandoned on the common property.
- 17.14 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached 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 having been parked on the property.
- 17.15 Car alarms that are triggered must be attended to by the owner of the vehicle immediately.
- 17.16 It is the owner's or tenant's responsibility to inform their guests where the visitors parking is located.
- 17.17 No vehicle in excess of 2 tons shall be permitted to enter the complex.

#### **18. MOVE-IN AND MOVE-OUTS**

- 18.1 Every effort should be made to avoid movement in and out of the complex on a Sunday. If however, the last day of the month falls on a Saturday or Sunday and no other arrangements can be made, the Trustees must be advised before any arrangements are finalised.
- 18.2 Any move-in and move-out should be carried out during reasonable hours (Monday to Friday from 08H00 to 16H00).
- 18.3 The Trustees are to be notified in writing at least 14 days prior to moving in or out by any owner or their tenants.
- 18.4 In order to maintain the security of the complex, the owner must provide a responsible person to maintain the gate to prevent unauthorised access throughout the removal process.
- 18.5 Any damage caused to the common property during the removal process must be rectified at the expense of the owner of the unit.

#### **19. NOISE**

- 19.1 An owner or occupier of a unit shall ensure that he and his visitors and guests do not make or cause undue noise at all times. This rule applies to the building and common property. Excessive noises which has not ceased on request from fellow residents is to be reported to the South African Police Services as disturbance of the peace.
- 19.2 All noisy work and especially construction is limited to weekdays between 08H00 and 16H30, with limited noisy work to be undertaken on Saturdays, between 10H00 and 14H00. Any knocking of nails and hanging of pictures should be done at a reasonable hour so as not to disturb neighbours.
- 19.3 No owner or occupant of a unit shall do or permit to be done or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other owner or occupant of the building including the loud playing of musical instruments, radios, record players, compact disc players, television sets and videos.
- 19.4 Social functions should be held with due regard for neighbours. Functions should be finished by 22H00 from Sunday to Thursday and 24H00 on Friday and Saturday, unless permission has been requested and granted for a special function and all neighbours are in agreement.



**20. PESTS: ERADICATION OF PESTS**

An owner shall keep his unit free from white ants, cockroaches, borer and other wood destroying or other insects and to this end shall permit the Trustees, the Managing Agent and its duly authorised agents or employees, to enter his / her unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection or eradicating of any pests as may be found within the unit, replacement of any woodwork or other material forming part of such unit which may be damaged by any such pests, shall be borne by the owner of the unit concerned.

**21. PETS: ANIMALS, REPTILES AND BIRDS**

- 21.1 Written permission to house pets within a unit must be obtained from the Trustees in writing. The Trustees are empowered to consider such requests on its own merit and with due regard to any municipal by-laws and interest of other owners. Animal, reptile or bird are called "pets" in this Rule. If any pets are allowed, they must be contained within the unit or in its exclusive use garden area, should such exclusive use garden area have been granted by the Trustees.
- 21.2 Permission to house a small pet may be given by the Trustees on approval, in writing and in so doing the Trustees can prescribe any reasonable conditions. Any permission given by the Trustees to house small pets may be revoked if an owner or occupant breaches any of the conditions below by the Trustees.
- 21.3 All pets including cats must wear collars and tags providing the name of the owner, unit number and telephone number of the owner at all times. Any pet found unaccompanied or unidentified in the complex (i.e. not wearing a collar or tag or not being registered with the Trustees), will be removed. Costs incurred as a result of such a removal, such as capture and pound fees, shall be borne by the owner or occupier of the unit where the pet was accommodated or by the owner of the pet concerned. The Body Corporate, Trustees, Managing Agent or its appointed employees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier of the unit, the owner of the pet or any other person. Animals that have had discs implanted in their ears are not exempt from this rule.
- 21.4 All animals must annually have their inoculations including rabies. The certificate thereof is to be provided to the Body Corporate. If certification cannot be provided if requested by the Trustees, the permission to house the animal will be withdrawn by the Trustees and the pet is to be removed.
- 21.5 Pets must not cause a disturbance at any time. Should an animal cause a disturbance and an owner be warned in writing by the Body Corporate, Trustees or the Managing Agent to stop the disturbance and it continues, the permission to house the animal will be withdrawn by the Trustees and the pet is to be removed. Should the pet not be removed by the owner after written warning, arrangements will be made for the pet to be removed at the cost of the owner of the pet.
- 21.6 Owners of pets shall be responsible for the removal of their animal's excrement within the exclusive use area as well as from the common property. Excrement is to be removed from the common property immediately so as not to be unsightly to fellow residents. Owners shall also ensure that excrement within their exclusive use areas shall not cause a nuisance or be unsightly.
- 21.7 Pets shall be leashed or properly controlled when on the common property.
- 21.8 Pets which have not been neutered or spayed may not be kept in the complex. Certificates guaranteeing spaying / neutering are to be submitted to the Trustees / Managing Agent when asking for permission to keep a pet. Should the animal be too young to be spayed / neutered, a certificate proving the spaying / neutering should be handed to the Trustees, Managing Agent within 7 months of gaining permission to keep the animal. Should such a certificate not be provided, the pet will be removed at the cost of the owner of the pet.
- 21.9 Vicious animals of any nature may not be kept in any unit or on the common property.
- 21.10 Aviaries are not permitted.
- 21.11 The Body Corporate, Trustees, Managing Agent or its appointed employees shall not be liable for any injury to any pet in the complex, including the common property and driveways.

- 21.12 An occupier who is not an owner shall not keep any pet in a section or on the common property, without written consent from the trustees.
- 21.13 An owner or tenant who resides at Clifton Manor may not keep more than two small pets in a section or on common property, provided that these two pets include any creatures kept in the unit.
- 21.14 When considering an application from a resident to keep a pet, the Trustees will take the following, inter alia, into account:
- Any laws and by-laws;
  - The suitability of the species, size and breed characteristics for living in Clifton Manor;
  - The conditions under which the pet will be kept including the routine of the owner and the care of the pet in the owner's absence, and, in the case of dogs, whether the dog will be left alone during the day or for long periods at a time;
  - The interests of all owners and residents.
- 21.15 No snakes, reptiles, wild animals, vicious animals of any nature, live animals kept for consumption will be permitted.
- 21.16 slaughtering is permitted within a section or exclusive use area subject to the following conditions being met:
- Conditions for slaughter may, however, be imposed, for example:
- At least two (2) weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the trustees for approval;
  - The date and time of the proposed slaughtering;
  - The type of animal to be slaughtered;
  - The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering.
  - Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering, and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering.
  - A notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with;
  - A certificate from the Society for the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.
  - Notice must be given to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the trustees;
  - Failure to comply with the requirements set out above will entitle the Body Corporate to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalising the owner with a fine.
- 21.17 No feeding or other encouragement of feral or stray cats or monkeys.
- 21.18 Breeding of any sort of animal within the complex is prohibited

## **22. REFUSE REMOVAL**

- 22.1 Refuse is to be placed in the courtyard area of the unit in solid bins until the refuse collection day. Refuse may not be left outside of units where it is visible to other residents and members of the public.
- 22.2 Refuse that is left for removal must be securely contained in non-permeable (plastic) bags and sealed to prevent leakage of the contents. Such refuse must be placed outside the complex only on the designated rubbish collection day. Any leakage or spillage which causes staining or such other damage which involves special cleaning, the cost of that cleaning will be charged to the owner of the offending unit
- 22.3 No owner/occupiers will be allowed to place any household/garage waste (boxes, plastic pipes/tubes, old broken furniture, bottles etc), in either of the two the GARDEN REFUSE dump sites in this complex.

### **23. SIGNS AND NOTICES**

- 23.1 No owner or occupier of a unit shall place or permit to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on or at that unit, or on or about any part of the common property, without the consent of the Trustees.

### **24. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 24.1 An owner or occupier shall not store any inflammable materials, or do or permit or allow to be done, any dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate or any insurance policy.
- 24.2 Gas cooking equipment will be allowed subjected to legal regulations and requirements. Gas bottles of up to 9kg can be stored inside the unit. If the bottle is over 9kg it needs to be in a secured lockable cage located outside the unit.
- 24.3 A gas installation must be supplied and installed by a registered contractor and provide a compliance certificate to the Body Corporate.

### **25. OPERATION OF THE SECURITY GATES**

- 25.1 Gardeners or any other casual staff must NOT be given gate remotes.  
They must use be instructed to use the intercom system available for visitors.
- 25.2 Residents and visitors must not tailgate, nor can they allow any other vehicle to tailgate.  
The gate is timed to allow the entry of only one vehicle per opening. Caution must be exercised when passing through the gateway as the gate closes quickly. The Body Corporate will not be held liable for damage caused to any vehicle caused by the gate closing.
- 25.3 In order to prevent the entrance of unauthorised persons, it is important that motorists and pedestrians wait the necessary few seconds on entering or leaving the premises to ensure that the gate has closed behind them.
- 25.4 It is advisable to be within sight of the gate before activating the remote in case someone else has already done so, and to ensure that no unauthorised persons can enter the complex.
- 25.5 No visiting vehicle or pedestrian should be assisted to enter or leave the premises except by the owner or resident with whom he/she has business. Visitors must use the intercom to alert the resident they wish to see to ensure that the security of the whole complex is not compromised.
- 25.6 Owners or residents must ensure that their regular or contract staff are instructed in, and adhere to, the security requirements at the entrance gates, as outlined in these rules.
- 25.7 Trustee's must be notified of domestic workers being given a remote in order for the Trustees to keep the information on a register.

### **26. ALTERNATE/BACK-UP POWER SOURCES/WATER STORAGE TANKS**

- 26.1 An owner or resident of a unit may not install and/or operate any alternative or back-up power source that will involve installation of any of its components on the common property (such as roof), or in an exclusive use area without the prior written approval of the Trustees.
- 26.2 Alternatives include, but are not limited to:
- Solar panels and any associated components
  - Solar geysers
  - Heat pumps
  - Generators
  - Inverters and any associated components
  - Gas installations
- 26.2 All proposals must be submitted in writing to the Trustees for consideration and must contain the following information:
- The installer's quote/scope of work

- Detailed specifications of equipment to be installed
  - Detailed sketches/plans clearly showing the placement of equipment
- 26.3 Application for water storage tanks will be considered upon application and after a site meeting to determine position.
- 27. SWIMMING POOL**
- Should an owner have a swimming pool on his property, the following safety features must be in place: a secure fence around the entire pool, with a gate that closes properly; two child safety locks on the gate; a pool net or flat cover.
- 28. IMPLEMENTATION OF PENALTIES FOR BREACH OF CONDUCT RULES**
- Owners, residents or visitors who are in contravention of any of the conditions of the Conduct Rules will be charged a penalty and the following course of action will be taken:
- 28.1 A verbal or written warning / request will be made to remedy the breach of the Conduct Rules within 7 days.
- 28.2 If the contravention continues after the action outlined in 28.1 above, has taken place or has not been rectified, a penalty in accordance with the fines approved annually at the Annual General Meeting will be imposed and recovered by debiting the levy account of the owner subject to the owner consent to such debiting.
- 28.3 If the contravention continues after the action outlined in 28.1 and 28.2 has taken place or has not been rectified, a penalty in accordance with the fines approved annually at the Annual General Meeting will be imposed and recovered by debiting the levy account of the owner subject to the owner consent to such debiting .
- 28.4 If the contravention continues after the action outlined in 28.1, 28.2 and 28.3 has taken place or has not been rectified, a penalty in accordance with the fines approved annually at the Annual General Meeting will be imposed and recovered by debiting the levy account of the owner subject to the owner consent to such debiting.
- 28.5 If the contravention continues after the action outlined in 28.1, 28.2, 28.3 and 28.4 has taken place or has not been rectified, a dispute may be declared against the member of the Body Corporate and the matter referred to the Community Schemes Ombud Service.
- 28.6 Any indulgence or allowance permitted to any owner, occupier or resident in terms of contraventions of the Conduct Rules shall not prejudice the rights of the Body Corporate and the Trustees in enforcing these rules.
- 28.7 Should any owner against whom a penalty has been levied and who disputes the breach of the Conduct Rules can refer the dispute to the Community Schemes Ombud Services.
- 28.8 Fines may not be equal to or be more than the monthly levy payable by the owner.



Community Schemes  
Ombud Service

# CERTIFICATE

SECTIONAL TITLE SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)  
CERTIFICATE IN TERMS OF SECTION 10 (5) (c)

**Scheme Registration Number: REG/17/KZN/004923**

1. I, the undersigned, Boyce Mkhize, in my capacity as the Chief Ombud, acting in terms of section 10 (5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 9 of 2011), hereby certify that: -
2. Through round robin ratified on the 10<sup>th</sup> of December 2020, the scheme passed a special resolution approving the amendments of the Conduct rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

**CLIFTON MANOR**

DS



Approved and dated at  
Centurion on the 8<sup>th</sup> day of  
February 2022

*Adu. Boyce Mkhize*  
Chief Ombud

