

APPLICATION TO MAKE ALTERATIONS AND/OR RENOVATIONS

I/We, the undersigned, hereby make application to the Trustees of the High Cape One Body Corporate, to make alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

The page below is to be completed by the Applicant who must be the owner of the flat concerned (or duly authorised by the owner in writing) and must sign on page 3 of Annexure "A" hereto after having studied the conditions.

NAME **(Owner)**:

(Applicant):

FLAT ADDRESS:

DESCRIPTION OF ALTERATIONS / RENOVATIONS

VISUAL IMPACT (If any change proposed will be visible from the exterior of the section give details here - if not state "none").

WORK PERIOD (State the period in which you undertake to complete the work).

.....months

START DATE (State the date upon which you wish to commence work)

.....

CONDITIONS

The conditions set out herein are made in the interests of all who have invested and or live in High Cape One. Applicants must appreciate that their proposed activities may affect others in the building and it is most important firstly that any detrimental impact is kept to an absolute minimum and secondly that, once started, the work is completed expeditiously within the work period applied for. It is the function of the Trustees to ensure that all applicant/owners act "with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants of the Building". These conditions have been framed accordingly - it is the duty of the Managing Agents and Trustees to see that they are adhered to. Your co-operation with them is earnestly requested.

1. The following broad definitions will apply:

- (a) **Alterations** shall mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit.
- (b) **Renovations** shall mean any internal redecoration or refurbishment of the existing exterior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

The Trustees will be the sole and final judge as to whether the work proposed constitutes "Alterations" or "Renovations" as referred to herein.

2. The procedure for obtaining approval is as follows:

- (i) **ALTERATIONS:** Where alterations as defined above are involved:-
 - (a) This application with a sketch plan of the proposed alterations must be submitted to the Trustees for agreement in principle to be obtained from the Trustees.
 - (b) Thereafter, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Cape Town City Council.
 - (c) A copy of the plans as approved by the Cape Town City Council must be submitted to the Trustees, alternatively the Trustees must be supplied with evidence satisfactory to them that Council approval is not required.
 - (d) If the Trustees consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.
- (ii) **RENOVATIONS:** Where only renovations as defined above are proposed this application should be submitted to the Managing Agents during office hours.

3. Confirmation that the work may proceed will be conveyed to the applicant by the Trustees / Managing Agents / Supervisor with whom a date for the commencement of the work shall be arranged. The Trustees / Managing Agents / Supervisor will also supply information as to access by contractor's workmen and the maintenance of security within the building (a most important requirement).
4. No work may be started until approval has been conveyed as above and deposit mentioned below has been paid to the Managing Agents.
5. The owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and indemnifies other owners against such damage.
6. No work may be carried out on Saturdays, Sundays, Public Holidays or outside working hours, i.e. 08h00 or 17h00.
7. No demolition, hammering, drilling, sawing or use of power tools or other disturbing noise-producing activities may be undertaken between the hours of 13h00 and 17h30. The use of **jackhammers** at any time is prohibited.
8. Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that the building's maintenance staff will do so at overtime rates, at the owner's expense.
9. All rubble must be collected in bags and stored within the section being altered, until a vehicle is available on site to cart it away. Under no circumstances may rubble be placed on any part of the common property.
10. Body Corporate electricity, i.e. passage plugs are not to be used except with the written permission of the Trustees in which latter case a charge will be assessed for the electricity consumed for the account of the owner.
11. All doors and windows being installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building.
12. The owner indemnifies the Body Corporate in respect of any damage caused to its common property, including the lift, either inside or outside the building and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations to his flat.
13. A deposit of R5000,00 (FIVE THOUSAND RAND) in the case of alterations and or renovations shall be payable before any work commences, from which the costs of rectifying any damage to common property (i.e. floor coverings, woodwork, paintwork, plumbing, etc) will be deducted. Any other charges accruing against the owner arising out of paragraphs 10, 11 and 12 will also be deducted.

Cheques must be made out and sent to the Managing Agents or payment can be made by EFT.

14. Any charges, expenses and costs accruing against the owner arising from matters contained anywhere in the foregoing Conditions are payable on demand and as stated in paragraph 15, will be deducted from the deposit.

However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficiency must be paid on demand.

15. Any balance of the deposit remaining will be repaid to the owner after completion of alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit.
16. It is the responsibility of the owner to ensure that their contractors and workmen comply herewith and accept these conditions.

Owners are hereby advised that the Managing Agent / Supervisor of the complex has been authorised by the Trustees of the Body Corporate to act on their behalf in ensuring that the work undertaken is that approved by the Trustees and that all contractors are abiding with the conditions of this procedure.

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

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DATE

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OWNER / APPLICANT