



**STONE FOREST BODY
CORPORATE
MOOIKLOOF RIDGE
SS NO 843/2015**

CONDUCT RULES

Rules established for the Body Corporate of Stone Forest in terms of Section 35 of the Sectional Titles Act, hereinafter referred to as “the Act”.

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1. PREAMBLE

- 1.1 The purpose of these Conduct Rules is to permit the occupiers/owners to have full enjoyment of their units and of the common property, as defined and dealt with in the act, without interfering with the rights of the other owners/occupiers, to contribute towards the efficient management of the complex and the protection of the collective interest. Copies of the Act and Regulations (Management Rules / Conduct Rules) are obtainable from the managing agents at the owners/occupiers own expense.
- 1.2 These rules may be added to, amended or repealed by Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been filed with the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- 1.3 In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.

- 1.4 The reference to Body Corporate/Trustees in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instruction of the Trustees.
- 1.5 In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate or sub-committees to assist them.
- 1.6 All the rules shall apply *ipso facto* to occupiers and all persons including the Trustees who have obtained the right of occupancy of a section in whatever manner, and no agreement with such occupiers that is contrary to this stipulation shall be binding.
- 1.7 Owners wishing to sell their unit/s must provide a copy of the Conduct Rules to the Estate Agents and/or the prospective Purchaser and ensure that a copy of these Rules shall be included as an Annexure to the Deed of Sale.
- 1.8 All areas outside the perimeters of a section (living space) are classed common property except those that are allocated for the exclusive use of the resident.

2. INTERPRETATION

- 2.1 "Act" means the Sectional Titles Act (Act 95 of 1986 as amended) and any Regulation made and in force there under.
- 2.2 "Common property" means all areas outside the perimeters of a section, except those that are for the exclusive use of the owner.
- 2.3 "Complex" refers to the land comprising the sections, buildings and common property areas.
- 2.4 "Occupants" also means owners, tenants, their guests, visitors, as well as their contractors and employees.
- 2.5 "PMR" refers to the Prescribed Management Rules, Annexure A of the Regulations under the Act, alternatively to the Managing Rules of the Body Corporate, if amended.
- 2.6 "Trustee" includes an alternate Trustee.
- 2.7 "Trustees" mean the elected Trustees who collectively form the Board of Trustees.
- 2.8 Words and expressions used shall bear the meaning assigned to them in the Act.
- 2.9 Words purporting the singular shall also include the plural and the converse shall also apply.
- 2.10 Words purporting to the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- 2.11 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

3. NON ADHERANCE AND NON COMPLIANCE TO THE CONDUCT RULE

- 3.1 The following process will be followed for non-adherence and enforcement of the conduct rules

- First complaint - first written warning including admin fee
- Second complaint - second written warning including an admin fee & R250 fine
- Third complaint - third and final written warning – including an admin fee & R250 fine
- Fourth complaint – action in terms of section 32 or legal action will be taken

4. DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS

- 4.1** The attention of owners and occupiers of sections is drawn to PMR 68 (Duties of Owners and Occupiers of sections) and to section 44 of the Act.

5. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

- 5.1** In terms of PMR 3, the *domicilium citandi et executandi* of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said *domicilium* but that any new *domicilium* selected shall be a physical address situated in the Republic of South Africa and that the change shall only be effective on receipt of written notice thereof by the body corporate at the *domicilium* of the body corporate
- 5.2** An owner must notify the trustees forthwith of any change of ownership or change of occupant of his section in order to maintain a proper record of registered owners.
- 5.3** A record of registered mortgagees will be maintained of all mortgages of whom the body corporate has been notified in writing.
- 5.4** The *domicilium citandi et executandi* of the body corporate shall be the address of the managing agent appointed from time to time.
- 5.5** Where an owner has access to electronic mail and/or a fax number, all notices and communications shall be sent to such fax number or electronic mail address and it shall be the duty of the owner to notify the trustees of any suspension and/or change in respect of such service.

6. SUPPLY OF OCCUPIERS PARTICULARS BY NON-RESIDENT OWNER

- 6.1** Owners must supply full particulars of occupiers of their sections and letting agents involved (if any) and any changes as they take place, to the Trustees before such occupiers take occupation. This is essential not only for good order and security, but also to identify who is entitled to be on the premises.
- 6.2** Such owners shall fully and clearly instruct any agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that only persons acceptable to and congenial with the community of the scheme shall be selected as occupiers.

7. OCCUPIERS AND VISITORS

- 7.1** An owner who lets a unit/s must ensure that the occupier has a copy of the Conduct Rules.
- 7.2** Owners shall further ensure that occupiers or occupants undertake in writing to abide by the Conduct Rules and conditions therein.

7.3 All occupiers of sections and other persons granted rights of occupancy by any owners of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

7.4 Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of and understand these Conduct Rules.

8. NUMBER OF PERSONS RESIDING IN EACH UNIT

8.1 A maximum of two (2) adults per bedroom or three (3) children per bedroom may reside permanently in a section at any time.

8.2 Should this maximum be exceeded, it will cause additional use of common property amenities and increased expenditure with reference to the consumption of water, sewerage, refuse and increased use of other common property equipment and amenities such as lifts, gates, etc. Increased occupancy may result in insufficient parking areas and even damages to the common property systems. If the maximum number of occupants are exceeded and pending any action by the Trustees, the Trustees shall be entitled to levy an additional contribution upon the owner in respect of each additional occupant at the rate to be determined by the trustees from time to time and to be ratified and/or amended by the members in general meeting.

8.3 No persons may reside inside or sleep in a garage.

9. CHILDREN

9.1 Children of owners/residents and visitors shall be controlled and supervised in order to avoid damage to the common property and inconvenience and distress to other owners/residents.

9.2 Owners/residents must ensure that their children do not tamper with electrical switches, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items.

9.3 Children must be supervised at all times when playing on common property.

9.4 Ball games shall not be permitted on the common property.

9.5 Children are not allowed to play near or around motor vehicles parked on the common property.

9.6 Skating or the use of skateboards and similar items on the common property is strictly prohibited.

9.7 No BB guns, catapults (ketties) pellet guns or any other dangerous objects that may be harmful to anybody are allowed to be used in the scheme.

9.8 Children are not allowed to climb or play on any roof, transformer or boundary walls.

9.9 When playing on the Common Property, children may not damage the plants, shrubs, lawns, flowers or flowers beds.

- 9.10** The Body Corporate will not be responsible for any injury sustained by a child or children disobeying the Conduct Rules.

10. DOMESTICS AND LABOURERS

- 10.1** Occupants shall ensure that their employees do not cause excessive noise in their section or on the common property.
- 10.2** Employees are not allowed to loiter on the common property or to remain overnight on any part of the common property.
- 10.3** Should employees contravene these Rules; the Trustees reserve the right, if justified, to refuse such employee entry to the common property after notifying the employer.
- 10.4** No employee shall be allowed on the common property after 20:00 without the consent of the Trustees.
- 10.5** Employees, Labourers, contractors or any other third parties may not be provided with remotes to gain access to the property.

11. EMPLOYEES & HAWKERS

- 11.1** The employees, if any or contractors of the body corporate shall not be interfered with. They receive orders from the trustees or the caretaker only.
- 11.2** No hawkers, sales persons or persons canvassing for any purpose shall be allowed on the common property.

12. PETS

- 12.1** NO animal or bird will be allowed on his section or common property, **without the consent in writing of the trustees.** Written application "**Addendum A**" is to be used for this purpose
- 12.2** When granting such approval, the following conditions will be considered and prescribed:
- (a) All animals kept on the premises must be registered with the trustees.
 - (b) Only two small to medium dogs per unit will be permitted, no vicious dogs allowed.
 - (c) **NO** cats, poultry, pigeons, aviaries, reptiles, wild animals or livestock may be kept within the complex.
 - (d) Pets are not permitted to roam the common property or the streets of the Estate without the owners' supervision.
 - (e) Owners of animals must ensure that such animal remains on his premises and does not hinder neighbours.
 - (f) When selecting an animal as a pet, care should be taken for the pets' needs, i.e. area required for size of pet, and the age of the pet.
 - (g) Should complaints be received regarding your pet/s needs not being taken into consideration, the Trustees may withdraw approval to keep the pet/s.
 - (h) Pets must wear identification tags that reflect the unit number as well as the telephone number of the owner.
 - (i) Noisy pets will not be tolerated.
 - (j) Owners of pets may not go away and leave their pets unattended for long periods of time, pets left alone create a nuisance in the absence of the owners, the

necessary arrangements such as housesitting or kennelling must be made for pets when you intend being away.

- (k) Pets are not allowed on the common property unless carried, if small, or on a leash.
- (l) Owners of pets are responsible for the removal of excrement or other refuse relating to the pet left on the common property or in private gardens on a daily basis. Such matter must be placed in a sealed plastic bag and deposited into the refuse bins provided.
- (m) All female dogs must be sterilized, no breeding of pets is allowed
- (n) Owners are liable to pay for any damages caused by their pets.
- (o) The pet may not be replaced with another when it passes away. A new application must be submitted for a new pet
- (p) No pet may hurt any person. The owner of the pet will be held responsible for any costs.
- (q) This permission is not transferable to an additional or alternative / following pet.
- (r) Strict action will be taken against residents in the event of any breach of any condition prescribed in terms of sub rule (2), which may include the removal of the offending animal by the SPCA, the owner be fined, the trustees withdrawing any approval, legal action or all of the mentioned actions.

12.3 In the event of breach of any conditions prescribed in sub-rule 12.2 the actions described in clause 3 will be taken.

12.4 Slaughtering of animals within the Complex is strictly prohibited

13. LAUNDRY

13.1 An occupant of a section shall not, without the prior written consent of the Trustees erect washing lines additional to the washing lines installed as part of the original sale of the unit, nor hang washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from any other unit.

13.2 No washing may be hung over the railings of balconies or over boundary walls.

13.3 Washing is hung out at own risk

13.4 Carpets and rugs shall not be shaken, dusted or brushed outside of the section's exclusive use area nor be hung on the walls separating the sections.

14. REFUSE DISPOSAL

14.1 An owner or resident of a section shall maintain in a hygienic and dry condition, a receptacle for refuse within his section or on such part of the common property as may be authorised by the trustees in writing.

14.2 Household refuse may only be placed in refuse bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse bin. No loose refuse may be deposited in the refuse bins. In the case of tins and other containers these must be completely drained, and that glass or other items not suitable for the compactor are separated.

14.3 An owner or resident of a section shall for the purpose of having the refuse collected, place such refuse bags in the refuse bins provided within the area designated by the trustees.

- 14.4** No refuse, whether in bags or not, may be left on the common property or anywhere outside of a unit at any time
- 14.5** Other refuse to be disposed of, such as polystyrene or cardboard boxes, must be cut or broken into smaller pieces before placing it inside the refuse bins. Such items may not be placed on top of, or next to, the refuse bins provided.
- 14.6** Littering on the common property is strictly prohibited.
- 14.7** No kitchen refuse, food waste, fats or waste of any other kind may be washed down the drainpipes. Occupants shall be responsible for clearing blocked drains in their sections at their cost.
- 14.8** Garden refuse may not be placed in the refuse bins. In the event of such refuse having to be removed, arrangements for its removal need to be made by the owner or occupant with the contractor responsible for garden services.
- 14.9** Owners/residents shall ensure that contractors attending to maintenance or improvements to their units on their behalf do not litter on the common property
- 14.10** An owner or resident of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

15. MOTOR VEHICLES AND PARKING

- 15.1** No occupant shall park his/her vehicle anywhere else than the demarcated parking bays, or permit his/her visitors vehicles to be parked anywhere else than the demarcated parking bays. No vehicle may be parked so as to obstruct access to any fire hydrant on the common property.
- 15.2** Occupiers are requested to park their vehicles in their garages due to limited visitors parking. Garages may not be used for storage or any other purpose which may result that it can no longer be utilised for the parking of vehicles.
- 15.3** The Trustees may cause a vehicle to be removed at the risk and expense of the owner of a vehicle, if such vehicle is parked without permission of the Trustees on the common property or anywhere else than the demarcated parking bays.
- 15.4** Occupants of units shall ensure that their vehicles and the vehicles of their visitors do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 15.5** Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- 15.6** No motor wrecks may be kept anywhere on the common property or on the sidewalk of the Complex.
- 15.7** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 15.8** Parking of vehicles in entrances to the common property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at the risk and expense of the owner thereof.

- 15.9** Areas where vehicles are being washed shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc. must be deposited in the occupants refuse receptacle.
- 15.10** Vehicles may not be driven at a speed in excess of **15 km per hour** on the common property.
- 15.11** No vehicle shall be driven on the common property without a valid driver's license for that vehicle.
- 15.12** Vehicles must be driven as quietly as possible on the common property. Car radios must not be heard outside of the vehicle when driving through the complex.
- 15.13** Motor/motorcycles or any other vehicles hooters or other audible warning device (excluding burglar alarms) may not be used on the common property unless it is an emergency.
- 15.14** No vehicle shall be allowed to be driven on the common property in any manner that may be dangerous to either the driver or to anyone else or to any property.
- 15.15** Garages shall be kept neat and tidy and may not be used as a storage facility.
- 15.16** When receiving visitors, please ensure that they do not in any way block entry to parking bays, garages, entrances or thoroughfares. Non-compliance will result in the vehicle being towed away at the risk and expense of the owner of the vehicle. Or a fine as per rule 3 being charged. Only parking bays marked as visitors parking or unmarked parking bays may be utilised.
- 15.17** No caravans, trailers, or boats will be allowed to be parked on the common property without written permission from the Trustees.
- 15.18** Garages are to be used for their intended purpose and not for any hobbies or manufacturing that may cause an inconvenience to other occupiers.
- 15.19** Visitors' parking is on a first come first serve basis.

16. BICYCLES, MOTORCYCLES ETC

- 16.1** Bicycles, motorcycles, tricycles, roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the common property.

17. NUISANCE

- 17.1** Owners/residents shall not cause or permit any person to act in conflict with these rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other owners/residents or employees or agents employed by the trustees or any other person being lawfully on the premises.

18. NOISE

- 18.1** Reasonable silence must be maintained:

- Between 22H00 to 06H00 on Mondays to Thursdays
- Between 24H00 to 06H00 on Fridays
- Between 24H00 to 08H00 on Saturday and Sunday

- Between 24H00 to 08H00 on any Public Holiday
- After 15H00 on Sundays

18.2 An owner/occupier who does maintenance and/or repairs to his unit involving power tools will not be allowed to do so during the following times:

- From 20H00 to 08H00 on weekdays
- From 19H00 on Saturdays until 08H00 on Mondays

18.3 Radios, car radios, TV sets, musical instruments and Hi Fi equipment must be used in such a manner as not to disturb other occupants or the public.

18.4 Any gathering held in the complex should be contained within the unit and the area for the exclusive use of that unit at all times.

18.5 No fireworks or crackers are allowed within the complex.

19. BUSINESS AND OTHER ACTIVITIES

19.1 No business, profession or trade may be conducted on the common property and in or from any section without consent in writing from the trustees.

19.2 No auctions or jumble sales may be held on the common property or in any section without the prior written permission of the trustees.

19.3 Hobbies causing a disturbance of the peace or a nuisance are prohibited.

19.4 No advertisements or publicity material may be exhibited or distributed on the premises

20. COMMON PROPERTY EQUIPMENT AND INSTALLATIONS

20.1 Under no circumstances may owners/residents tamper with any equipment or installations on the common property.

20.2 Fire hoses may only be used for its intended purpose in case of fire or emergency situations.

20.3 Fire fighting equipment may under no circumstances be used for any purpose other than that for which it is intended. Failure of the fire fighting equipment due to tampering may result in refusal of insurance claims by the insurer. Any person found using fire hoses for any other purpose than fire fighting will be liable for prosecution by the fire department but will also be required to pay for the hose to be resealed by the fire department as well as incur a fine of R500 which will be payable with the monthly levy.

20.4 No vehicle shall be allowed to be parked so as to obstruct access to any fire hydrant on the common property.

21. DAMAGES, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY AND EXTERNAL APPEARANCE OF UNITS

The prior written approval of the trustees is required before any alterations or additions to the outside of the unit may be done, including the following:

- 21.1** Fitting of any locking device, safety gate, burglar bars or other safety device for the protection of his section; safety gates and burglar bars must conform to the complex standard. Specifications for these can be obtained from the managing agents.
- 21.2** Any other alteration visible from the outside of the section.
- 21.3** The trustees shall be notified in advance of any work of whatever nature which is to be undertaken within or to the exterior of any section and which will involve activity on the common property or cause inconvenience or disturbance to other owners/residents. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other owners/residents.
- 21.4** Those owners/residents having such work done and those persons performing it shall, at all times, co-operate closely with the trustees and shall in consultation with the trustees ensure that proper and satisfactory measures are continuously taken to protect the common property from damage, defacement, disfigurement or defilement.
- 21.5** The trustees may prohibit workmen from working on the premises should they fail to cooperate.
- 21.6** It shall further be of the absolute responsibility of the persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly on completion of the project.
- 21.7** The persons having the work done shall be held liable for costs incurred for cleaning up or reparations done, should the common property be left in a dirty or spoiled condition on completion of such work.
- 21.8** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 21.9** The above-mentioned rules shall *mutatis mutandis* apply to any work authorized by the trustees.

22. EXTERNAL APPERANCE

- 22.1** An occupant of a section shall not place or do anything on any part of the common property, including private patios and gardens which, in the discretion of the trustees are aesthetically displeasing or undesirable when viewed from the outside of the section.

All improvements are subject to the following:

- Approval by the Trustees
- Approved design documentation/plans
- Specifications as laid down by the trustees
- Approval to install is required (addendum B)

- 22.2** Unless authorized by the trustees in writing, no decorations may be attached to any part of the common property. Applications for consent shall be lodged in writing with the trustees containing full details of the intended work. Work may not proceed before the written consent of the trustees has been obtained.

- 22.3** The following alterations/additions to common property will not be allowed:

- No DSTV dishes & similar devices may be installed
- No radio amateur masts and antennae's may be installed.
- No Lapa's may be installed
- No Wendy house may be installed
- No Awnings may be installed
- No Solar Panels may be installed
- No generators are allowed

22.4 The following alterations/additions to common property will be allowed on written application to the Trustees: Please complete **addendum B** and submit with your application for approval:

22.4.1 Air-conditioning units may be installed after Trustee approval on the following conditions:

- i. The installation of the air conditioner is done by a reputable company.
- ii. The air conditioner has to be installed on the outside of the building in such a manner that it is as invisible as possible,
- iii. Noise from the air-conditioner must not be a disturbance to any neighbouring section
- iv. Any damp issues caused to the section as a result of the air-conditioner will be the responsibility of the owner.
- v. The air-conditioner will remain a fixture of the section and may not be removed, when moving out or selling the section.
- vi. The air-conditioner shall be maintained in a proper working condition according to manufacturer's standards and shall be removed or replaced if it falls into a state of disrepair.
- vii. The Body Corporate takes no responsibility for the insurance of any installations caused by an owner.

22.4.2 Pools, Jacuzzis, and permanent water features may be installed after Trustees approval has been given on the following conditions:

- i. A design of the pool or water feature by a reputable pool company should be submitted with the application. The size of the pool may not exceed a 30 000 litre pool.
- ii. Council approval is required before the installation of the swimming pool; this approval is to be forwarded to the Managing Agents.
- iii. Establish that there are no pipes, wires, etc. running underneath the proposed building site that will be affected.
- iv. No construction vehicles will be allowed onto the premises.
- v. Building will happen so as to cause the minimum inconvenience to fellow residents. Building should take place during reasonable times.
- vi. At no time may any building material or rubble stand on the communal property, unless the Trustees have granted special permission.
- vii. The boundary wall and electric fence must not be damaged during construction, the owner will be held liable for any damages caused to common property.
- viii. The backwashing or drainage must be diverted to a drain.
- ix. All electrical installations require a compliance certificate.
- x. The pump must be placed in such a manner as to not be visual from common property and noise from the pump must not be a disturbance to any neighbouring section. The pump must be in an enclosed unit.

- xi. The swimming pool/Jacuzzi/water feature must not be accessible from the common property, for safety reasons and must comply with all applicable legislation.
- xii. R200.00 is to be paid for the initial filling of water for swimming pools & Jacuzzi's
- xiii. A monthly levy of R50.00 for pools and R30 for Jacuzzi's will be charged for the topping up of water, backwashing etc. and which levies may be increased from time to time by the Trustees.
- xiv. Please adhere to the conduct rules with regards to noise management.
- xv. Any damage to the pavement, gardens, trees, lawn, walls or the common property during installation must be repaired professionally and promptly by the owner.

22.4.3 Enclosing of Patios may be executed after Trustees approval has been given on the following conditions: *(please note this only applies to patios that are part of the section and have a roof)*

- i. Patios may be enclosed in the following manners:
 - Enclosed with aluminium stacking doors /
 - Khaki Canvas roll up blinds
- ii. No extension of the patio/roof is permitted.
- iii. Council approved is required for alterations to the section
- iv. The intended use of the patio may not be changed.
- v. The maintenance of the enclosure is the responsibility of the owner,
- vi. When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the patio enclosures.

22.4.4 Wooden Decking in enclosed gardens may be installed after Trustees approval has been given on the following conditions:

- i. Decking may not be enclosed; this would result in extension of the section and will require Body Corporate & council consent. No decking is allowed outside of the enclosed gardens
- ii. Decking requires council approval if it exceeds 2 x 3 m
- iii. The maintenance of the deck/patio is the responsibility of the owner,
- iv. When selling your section, it must be stipulated in the purchase contract that the new owner must take over the responsibilities of the deck.

22.4.5 Installation of a door in garage may be installed after Trustees approval has been given on the following conditions:

- i. A door matching the wooden doors of sections may be installed to allow access to the garden from the garage.
- ii. The structural integrity of the garage must not be comprised by the installation of the door.
- iii. The work must be carried out by a qualified and NHBRC certified contractor.
- iv. The door shall be maintained in a proper condition and shall be removed or replaced if it falls into a state of disrepair, failure to abide by this rule will result in the Body Corporate replacing or maintaining the door, the cost for which will be debited to the owners levy account.
- v. Please note that these provisions regarding the maintenance and rules must be transferred to the new owner on sale of the unit and any subsequent owner thereafter

22.4.6 Braai areas may be installed after Trustees approval has been given on the following conditions:

- i. Permanent fireplace /braai facilities may be erected in the same manner and look as the rest of the complex
- ii. The work must be carried out by a qualified and NHBRC certified contractor.
- iii. Council approval is required
- iv. The braai will be equipped with a flue (chimney) of at least 2 m in height, as prescribed by the manufacturer of the braai, as well as a rotating cowl which will allow for sufficient escape of smoke.
- v. The completed braai must look aesthetically pleasing.
- vi. A fire extinguisher must be placed next to the braai area for safety precautions
- vii. Any electrical installations require an electrical compliance certificate
- viii. Gas braai's, webbers or similar portable braai's may be used. Open fires may only be made when the weather permits and if it is on one of the approved devices as mentioned above
- ix. The smoke from braai's must not cause a nuisance to another section.

22.5 Conditions for additions/alterations to common property

Please note that the following conditions apply to all additions or alterations to common property:

- i. All improvements must be done by a reputable company.
- ii. Any damages or consequential damages to the common or private property as a direct or indirect result of the improvements will be repaired and the costs thereof will be for the owners account. These costs will be debited to the owners levy account.
- iii. The Managing Agent/Body Corporate accepts no responsibility whatsoever for any damages, losses, maintenance or for any other event to the installation / improvements, as a result of malicious damages or natural disasters or any other cause whatsoever. No claims can be instituted against the insurance policy of the Body Corporate whatsoever.
- iv. The Trustees reserve the right to inspect any improvements/alterations done to the common property or to sections and order any alterations/repairs/removal to the alterations/additions as they deem fit. The costs thereof will be for your account.
- v. Any additions/alterations are not covered by the standard buildings combined insurance policy and must be added by the owner, the additional premium therefore will be for the owners account.
- vi. No obstructions shall be placed on walkways or any portion of the common property.

23. SIGNS AND NOTICES

23.1 No occupant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section so as to be visible from outside of the section, without the prior written approval of the trustees.

24. INTERIOR

24.1 Owners shall, at all times, keep their sections and exclusive use areas in a proper, clean and habitable state and in good repair.

- 24.2** Owners shall be responsible for the maintenance of the interior paintwork all electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.
- 24.3** Owners shall be responsible for the clearing of blocked drains originating from his/her section, the maintenance and repair of sanitary equipment, the hot water system, the geyser and plumbing within the section at their own expense. The hot water system includes the geyser, pipes and taps from the point where the cold water enters the geyser up to the taps serving the section.
- 24.4** The geysers are insured for bursting under the policy of the Body Corporate, should the geyser for your section burst, owners may contact the managing agent/caretaker for assistance with the preferred contractor for the insurer/body corporate. The owner of a section is responsible for the repair, maintenance and replacement of the geyser and for any excess payment in respect of his or her geyser payable in terms of the contract of insurance entered into by the Body Corporate

25. ERADICATION OF PESTS

- 25.1** An owner shall keep his section free from pests, mice, rats, white ants, borer and other wood destroying insects and shall immediately report to the Trustees the presence of such pests within a section, its exclusive use area or any part of the common property.
- 25.2** In the event of the owner not adhering to point 25.1, he shall permit the trustees, the managing agent and their duly authorized agents or employees to enter his section and taking such action, as may be reasonable necessary to eradicate such pests.
- 25.3** The cost of the inspection and eradicating of any such pests as may be found within the section and exclusive use areas, replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the owner of the section concerned.

26. SECURITY

- 26.1** Please refer to the security protocols of Stone Forest. It is the responsibility and duty of owners to ensure that their occupiers, visitors, and employees are familiar with and abide the security protocols of the complex.
- 26.2** Every resident is required to have a remote control or personal means of access with which to enter or leave the complex. It is not the responsibility of the security guard (if any) at the gate to open the gate for residents or guests.
- 26.3** Residents are requested not to use strangers for tasks such as cleaning of units, washing of cars etc. People off the street are given the opportunity to become familiar with the setup of the complex. Please remember a complex is only as safe as its residents allow it to be.
- 26.4** When entering/exiting the complex, please wait a couple of seconds until the gate has closed, thereby preventing unwanted persons from entering the property.
- 26.5** No weapons or ammunition of any nature may be kept on the property unless kept in a safe as determined by law. Fireworks and firearms may not be discharged within sections or on common property.

- 26.6** No stones or any other hard object may be thrown on the property.
- 26.7** No resident may cause or allow any illegal action of the property.
- 26.8** No obstruction may be placed in front of the security gate that will interfere with the automatic closing of the gate.
- 26.9** Owners/residents are requested to report any suspicious or unknown persons and activities within the complex to the trustees or caretaker.
- 26.10** Owners/residents or tenants may not open the gate for strangers.
- 26.11** All visitors/contractors must sign in at the main gate with the security officer on duty. Visitors/contractors who refuse to adhere to the security procedures of the scheme may be refused entry.
- 26.12** Any verbal or physical abuse or intimidation of security personnel will not be tolerated.
- 26.13** Burglar alarms may be installed at the owner's expense.
- 26.14** It is allowed to install security lights on the owner's discretion providing that:
- It does not cause an inconvenience to the neighbours
 - It is connected to the units own electrical circuit
 - It is connected by a certified electrician.
 - It complies with all regulations

Please note that that the security protocols are subject to change as and when the need arises to ensure the safety and security of all residents of the complex and will not require a special resolution or the registration thereof in the deeds office.

27. ENTRY BY SERVICE PROVIDERS (THIRD PARTY)

- 27.1** Owners and residents are required to notify security at the main entrance in advance should they require third parties to gain entrance for removal vans or delivery, or to effect repairs or services. In the event of such notice not being given, security may refuse entrance to the scheme.
- 27.2** Third parties may not reside on the premises between 20H00 and 06H00, nor may their vehicles or tools be left on the property unless prior approval has been granted by the trustees

28. MOVING

- 28.1** No large vehicle or vehicles designed for public carriage, including vehicles for furniture removal purposes, (more than 3 tons) may enter or park in the scheme. (Furniture removal companies must make use of a shuttle service.)
- 28.2** NO moving of furniture, appliances etc. after 18:00pm or before 07:00am on any day of the week
- 28.3** When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such action cause damage to the common property.

29. INFLAMMABLE GOODS AND SAFETY OF PROPERTY

- 29.1** An owner or resident shall, under no circumstances whatsoever, store any material, commit or allow to be committed any dangerous act in the section, exclusive use area or on the common property, which will or may increase the risk to the body corporate and may increase the insurance premium payable by the Body Corporate.
- 29.2** No open fires are allowed in any unit or on the common property.
- 29.3** No fireworks may be discharged and fireworks are not permitted within the complex.
- 29.4** It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their section a fire extinguisher. Owners or occupiers are not covered for the contents of their section by the insurance policy covering the buildings and are thus advised to take out suitable insurance to cover themselves.
- 29.5** No pellet guns, bb-guns, which is wind- or gas driven, may be discharged on common property.

30. LIABILITY

- 30.1** Owners/occupiers are liable for any damage to their sections and the common property caused by themselves, children, visitors and employees.
- 30.2** Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.

31. GARDENING

- 31.1** All gardening activities on the common property including lawns of exclusive use gardens shall be coordinated by the Trustees. Access to gardens must be allowed on the time and date as indicated by the Trustees. Please indicate in writing should you choose to attend to your own lawn, however access must still be allowed to the neighbouring garden.
- 31.2** Should the owner/occupier decide to keep the garden gates locked and fail to unlock it, to allow access to adjacent units preventing the garden service being performed, then these locks may be removed by the Trustees.
- 31.3** No plants/trees/shrubs may be planted or removed from the communal areas, other than by the selected garden services, without the permission being obtained first from the Trustees.
- 31.4** The owner of the section will be held responsible for the removal of any tree/shrub/plant as well as any damages caused to common property as a result of trees/plants/shrubs that have been planted in private gardens. No large trees or creepers are permitted.
- 31.5** Landscaping of private gardens may not influence the natural flow of excess water by blocking/closing the storm water drains or drain holes in the walls.
- 31.6** Your garden will not be serviced if your pets are not controlled and the excrement cleaned up or your unit is not accessible.

32. IMPLEMENTATION OF FINES

- 32.1** For the enforcement of any of the Rules of the Body Corporate, the Trustees shall be entitled from time to time, to implement a system of fines and penalties to serve as a deterrent for any contravention of these Rules and to enforce compliance with these Rules.
- 32.2** Any fine imposed by the Trustees are subject to amendment, repeal and/or ratification by the Members in General Meeting.
- 32.3** In the event of a transgression of any of these Rules, the following procedure shall be followed and implemented by the Trustees and/or the Managing Agent on their behalf:
- 32.3.1** A letter of demand shall be addressed to the owner and/or transgressor and which demand shall convey details of the alleged transgression with reference to the time, date, place, incident and identity of the alleged transgressor(s) and which demand shall require from the owner to remedy any breach or to refrain from transgression the Rules;
- 32.3.2** Should the owner fail to adhere to the demand letter and/or fail to remedy his breach or to refrain from transgression of the Rule, then and unless written objection has been received from the owner/transgressor concerning the alleged contravention, the prescribed fine will be implemented and levied against the owner's levy account and shall become payable as if such fine is part of the normal levy due by the owner.
- 32.3.3** If the transgression is disputed and upon receipt of a written objection from the owner/transgressor, a Committee of three Trustees to be appointed for this purpose and to be chaired by the Chairperson of the Board of Trustees, will convene a meeting with the owner/transgressor within a period of 10 (ten) days from receipt of the written objection in order to adjudicate upon the matter.
- 32.3.4** The meeting shall take place at the time, date and venue and in accordance with such procedure as may be prescribed by the Chairperson, provided that the Rules of Natural Justice shall be applied and at which meeting the owner/transgressor shall be entitled to raise his objection/defence and to call witnesses.
- 32.3.5** The decision of the Committee shall be final and binding.
- 32.3.6** Should the owner/transgressor refuse to comply with a decision of the Committee or fail to accept their decision, such dispute will then be referred to arbitration to be adjudicated in terms of the provisions of Prescribed Management Rule 71, Annexure 8 of the Regulations under the Act.
- 32.3.7** Where a provision of these Rules are contravened and where the owner/transgressor persists to transgress these Rules, the fine as implemented by the Trustees shall be applied and levied on a monthly basis for as long as the transgression endures and without the liability to demand compliance in respect of each and every further transgression and without the necessity to repeat the provisions as prescribed in sub-Rule 32.3.1.

32.4 The owner shall be liable for the payment of any fine imposed in respect of his tenant/occupant of his unit and it shall be the responsibility of the owner to claim the amount of the fine from his tenant/occupant.

32.5 For the enforcement of these Rules or in respect of any action to be taken to enforce or implement penalties, the Trustees/Managing Agent shall be entitled to appoint an attorney to execute any of their rights in terms of these Rules.

33. COMPLAINTS

33.1 Any complaints arising out of the application or lack of observance of the Conduct Rules must be directed to the Trustees of the Body Corporate through the managing agent. Full details (time, date, names, nature of complaint) are to be supplied.

33.2 If called upon by the Trustees, the Complainant shall furnish an affidavit concerning the incident to the trustees and the Complainant shall further consent to co-operate with the trustees in their investigation concerning the incident and to testify in any proceedings failing which the Trustees shall be under no obligation to pursue their investigation of the alleged incident complained of.

34. HOA RULES

34.1 Any person who is in terms of the Deeds Registries Act, reflected in the records of the deeds offices concerned as the registered owner of any land in the township or the owner of a sectional title as defined in the Sectional Titles Act, 95 of 1986 shall be a member of the Mooikloof Ridge Home Owners Association. The Memorandum of Incorporation and Rules of the Home Owners Association are binding and enforced by the Directors.

35. EXCLUSIVE USE AREAS

35.1 Notwithstanding the fact that certain areas of common property (garden, garages, parking areas, courtyards) which were created in terms of the Rules of the Body Corporate or in terms of the Sectional Title Plans registered with the Registrar of Deeds, are part of the common property, every owner of a unit in the scheme shall have the right to the exclusive use of such allocated area.

35.2 Gardens marked GA1 to GA76 on the scale layout plan annexed as "Addendum C" are exclusive use areas in terms of Section 27, Section 27A and/or in terms of the Rules of the Scheme.

35.3 Each garden area is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section immediately adjacent to that area.

35.4 The Body Corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive use rights.

35.5 The Body Corporate will have unrestricted access to an exclusive use area when in the opinion of the Trustees such access is required for the exercise of its powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

- 35.6** An owner of a unit is obliged to keep the exclusive use area designated to his unit neat, hygienic, tidy and in a proper state of repair and may only use the designated exclusive use area for its intended purpose.
- 35.7** An owner shall maintain and repair the area as if it were part of his or her section;
- 35.8** An owner shall ensure that the area is not used in any way that creates a nuisance or threatens the safety of any other section or any part of the common property; and not part with possession of the area separately from his or her section.
- 35.9** An owner shall not do anything to his exclusive use area which is likely to prejudice the harmonious appearance of the building.
- 35.10** An owner shall not construct or place any structure or building improvement on his exclusive use area without the prior written consent of the trustees. Likewise, an owner may also not remove any improvement on his exclusive area without the prior written approval and direction of the Trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.
- The owners of the exclusive use areas created in this Rule will not be required to make a contribution to the Body Corporate in terms of Section 37 of the Sectional Titles Act 95 of 1986, but will be responsible for all costs associated with the exclusive use area, including and not limited thereto, maintenance, repairs, upkeep, water-, electricity consumption and insurance.

36. INDEMNITY

- 36.1** All persons, owners and occupants entering onto common property or utilizing facilities on common property do so at their own risk.
- 36.2** All vehicles entering onto common property shall be driven and/or parked at the driver's own sole risk and responsibility.
- 36.3** No liability of any nature whatsoever shall be attached to the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle or for any injury or death suffered by any person from whatsoever cause, conduct, negligence, fault, act or omission by the Body Corporate, its members, trustees, agents, contractors, workman, servants, invitees, employees or the like for, such loss, cost, damage, expenses, injury or death that may be caused or arise on or from common property.
- 36.4** All persons, including owners/residents/visitors/other occupants and/or their guests, entering upon the # common property and using any portion thereof do so at their own risk and responsibility. The Body Corporate, the Trustees, its agents, contractors and/or employees will not be liable for any loss or damage to any property or any death or bodily injury to any person, which damages, injury or death may be incurred due to any defect in the common property or its amenities or any negligence of the Body Corporate, the Trustees, its agents, contractors and/or employees.

37. INDEMNITY FOR HOA

- 37.1** All members, their visitors, occupants, agents, contractors, workman, servants, invitees and employees make use of any facilities within the Estate, at their own risk.

37.2 All vehicles entering the Estate shall be driven and/or parked at the driver's own sole risk and responsibility.

37.3 No liability of any nature whatsoever shall be attached to the HOA, its members, directors, agents, contractors, workman, servants, invitees, employees or the like for any loss, cost, damage or expenses that may be sustained in respect of such vehicle or for any injury or death suffered by any person from whatsoever cause, conduct, negligence, fault, act or omission by the Body Corporate that may be caused or arise within the Estate

38. CONCLUSION

The Trustees are exempt from any claims or liabilities resulting from the implementation of the rules. It is trusted that with co-operation and loyalty to the regulations and code of conduct set out above, a better and happier life at the complex will be experienced.

BY ORDER OF THE TRUSTEES