

STONEWOOD

BODY CORPORATE

CONDUCT RULES

IN TERMS OF SECTION 35(5) OF THE SECTIONAL TITLES ACT 95 OF 1986

INTRODUCTION AND PREAMBLE

NB These conduct rules follow on, and are in addition to the statutory conduct rules contained in annexure 9 or the sectional titles act 95 of 1986 ("The Act") as well as the conduct rules and guidelines as set out by the Meyersdal Nature Estate

1. STATUTORY AND GENERAL

An owner:

- 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 injurious to the good name of the building;
- Shall not contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the complex or the common property, or contravene or permit the contravention of the conditions of title applicable to his unit or to his exclusive use area.
- Shall not make alterations, which are likely to impair the stability of the building or the use and enjoyment of other units, the common property or any exclusive use area.
- Shall not do anything to his unit or exclusive use area, which is likely to prejudice the aesthetic appearance of the building.
- Shall, when the purpose for which an exclusive use area is intended to be used, as shown expressly or by implication on or by registered sectional plan, not use, or permit such exclusive use area to be used, for any other purpose, except that with the written consent of the Trustees, such exclusive use area may be used for another purpose; and

BINDING NATURE

The provisions of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property shall be binding on the owner of any unit and any lessee or other resident of the unit, and it shall be the duty of the owner to ensure compliance with the Rules by his lessee or resident including employees', guests and any member of his family, his lessee or his resident.

2. FUNCTION OF THE BODY CORPORATE

The Body Corporate's main functions are comprehensively set out in The Act. However, other than to maintain the common property and insure the buildings in their totality, it has a duty, through its duly elected executive organ, the Trustees, to ensure compliance with The Act and the Rules.

The Body Corporate of STONEWOOD does not accept any liability whatsoever for any bodily harm of any nature whatsoever occurring to any persons within the complex or estate howsoever caused, and any motor vehicle, and/or industrial goods, or personal possessions on or in the property of STONEWOOD are at the sole risk of the owner thereof, *nothing excluded*. This includes the use by any persons of any facilities in the Complex or the Estate.

3. DEFINITIONS

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

<u>Term:</u>	<u>Meaning:</u>
"Act"	the Sectional Titles Act 95 of 1986 (as amended)
"Owner" STONEWOOD	the registered owner of a unit in the building known as
"Body Corporate"	consists of all the registered owners at STONEWOOD
"Section"	means a section as shown as such on the sectional plan, and registered in an owner's name
"Common property"	the land and such parts of the building as are not included in a section
"Exclusive use area"	part of the common property allocated for the exclusive use of an owner of a section.
"Managing Agent"	the entity, whether it be a company, close corporation or person, which may be appointed by the body corporate from time to time administer the affairs of the body corporate in accordance with the management contract, concluded between such entity and the body corporate
"Resident"	any person, including but not limited to an owner, who occupies a section at STONEWOOD, and who is bound by these rules and the provisions of the Act
"The Trustees"	persons, the majority of whom are owners of units in the scheme, who are elected, in terms of the Act, to exercise the functions and powers of the Body Corporate
"Unit"	means a section together with its undivided share in common property apportioned to that section in accordance with the quota of the section.

“The Estate”

the Meyersdal Nature Estate.

In these rules, unless a contrary intention clearly appears, words importing any one gender includes the other genders; the singular includes the plural, and vice versa; Natural persons include created persons (corporate and unincorporated) and vice versa; Paragraph headings shall not be used in the interpretation of these Rules.

4. COOPERATION

- 4.1 Good neighbourliness.
Whether you are an owner or a tenant, you remain a member of our community and have a responsibility towards your neighbours, the buildings and the equipment of the complex. Therefore you are asked to cooperate at all times and promote good neighbourliness

5. MANAGEMENT OF THE COMPLEX

- 5.1 The Body Corporate has appointed Trustees and may appoint such other persons, as it may deem necessary to manage its interest in both the common property and the sections. Such appointed persons will manage within specific authorities granted by the Body Corporate. All authorities will be recorded at meetings of the Trustees and will remain effective until they are revoked by the Body Corporate. Where an appointed person has acted outside an authority granted by the Body Corporate, such action may be ratified by a subsequent meeting of the Body Corporate.
- 5.2 At a meeting of the Trustees, 50% (Fifty Percent) of the number of Trustees but not less than two shall form a quorum.

6. VISITORS AND TENANTS

- 6.1 The owners and tenants of a section are responsible for their visitors observing the Conduct Rules, and this is framed in terms of the Act.
- 6.2 Children are subject to the Conduct Rules in the same way as adults.
- 6.3 Domestic employees and helpers are to comply with the Conduct Rules.

7. OCCUPATION OF SECTIONS

- 7.1 The sections shall be used for residential purposes only.
- 7.2 Not more than two persons (adult/children) per bedroom shall reside in any section. Contravention of this rule may result in a R1000 penalty on the units levy account towards water and sewerage.
- 7.3 An owner may let or part with occupation provided he shall secure from the Lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Trustees that such lessee or person shall duly observe all such rules and

conditions as are contained herein. Such undertaking shall, however, not relieve the owner from any obligations in terms hereof and the owner shall remain liable to fulfil all obligations. (Refer to section 30 of this document with regard to letting of units)

7.4 No domestic workers or servants may reside on the premises **without prior approval from the Trustees and domestic quarters being present (ZoZo huts are not accepted in the complex).**

8. MAINTENANCE OF SECTIONS AND COMMON PROPERTY

It is in the interest and to the mutual advantage of all owners, that owners and/or tenants maintain their sections and common property in good, clean, hygienic, and habitable condition. To this end the following rules shall apply:

- 8.1 Owners and/or tenants shall ensure that any garden tools and other equipment stored in view of the other residents and general public shall be kept neat, tidy and in a condition acceptable to others. Where necessary garden plants will be removed due to renovations, damp proofing etc.
- 8.2 Owners/Tenants shall use their carports, patios, balconies, stoeps and gardens for the purposes intended.
- 8.3 Wall plants and creepers must not be allowed to encroach on adjoining properties or cause damage to gutters, walls, roofing etc. Any damage caused will be repaired at the expense of the owner and/or tenant concerned in terms of Clause 8.5
- 8.4 Owners shall be responsible for all interior painting and maintenance inclusive of blocked sewers, sanitary equipment, connections and repairs, with the exception of common external damage, which is considered as common property.
- 8.5 If an owner fails to repair or maintain his/her section in a state of good repair or fails to maintain adequately any area of the common property allocated for his/her exclusive use and enjoyment and such failure persists for a period of seven (7) days after receiving written notice, the Trustees are entitled in terms of the rules to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- 8.6 Except as provided for in rule 8.5 it is the duty of the Trustees to properly maintain the common property and to keep it in a state of good and serviceable repair.
- 8.7 Owners must keep their sections free of termites, cockroaches etc.
- 8.8 The Trustees shall be responsible for all exterior maintenance, painting etc. and no decorations may be attached to the exterior of a section unless specifically authorised by the Trustees

9. OWNER CHANGES TO COMMON PROPERTY AND SECTIONS

- 9.1 An owner/tenant may not mark, drive nails, screws, or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees with the purpose of requested alteration.
- 9.2 Owner / Tenant is to obtain written consent from Trustees for the following changes / alterations / additions to sections, ensuring the below guidelines are adhered to;
 - 9.2.1 Security features | owner/tenant may install any locking device, safety gate, **trellidoor** or other safety device for the protection of his/her section subject to Trustees approval. All safety gates need to comply with the building standards and be a colour matching that of STONEWOOD's colour scheme. No burglar bars may be fitted to the external walls of the building
 - 9.2.2 Raising of boundary walls | may be raised to a maximum of 7 bricks high.
 - 9.2.3 Raising of garden gates | may be raised to the height of the boundary wall; provided that the style and design matches that of the existing gates in the complex.
 - 9.2.4 Screening off garden gates | the Trustees have established a design for the garden gates which screens off the view into private gardens.
 - 9.2.5 Installation of gutters and patio covers | The Trustees have established a set standard of designs for the installation of gutters and patio coverings
 - 9.2.6 Extension of patio's | patios may be extended.
- 9.3 An owner may carry out interior improvements, provided that these do not necessitate structural alterations or will not require structural alterations when they are to be removed.
- 9.4 Any changes requested to the exterior of sections needs to be approved by the Trustees. In order to obtain approval, the below requirements are to be presented;
 - 9.4.1 full and detailed design drawings of the proposed alterations;
 - 9.4.2 written motivation that the proposed alterations will not prejudice the harmonious appearance of the building;
 - 9.4.3 written undertaking that the alteration or change shall not in any way impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area;
 - 9.4.4 copy of the local authority's approval of the proposed alterations to the section, including any conditions relating to such approval;

- 9.4.5 copy of the local authority's approval of the building plans;
 - 9.4.6 copy of the NHBRC registration of the building contractor;
 - 9.4.7 the proposed timeline of the alterations; and
 - 9.4.8 when the purpose for which a section is intended to be used is shown expressly or by implication on or by a registered sectional plan, and the section is to be used for any other purpose, the written consent of all Owners in the scheme to the effect that such section may be used for another purpose, as prescribed by section 44(1)(g) of the Act.
- 9.5 The Trustees shall, provided all of the information in Rule 9.4 have been submitted to them, approve or reject the application within a period of 21 (twenty-one) days from the date of receipt of such application
- 9.6 If the Trustees reject the application, the Owner concerned shall, within 21 (twenty one) days from the date of receipt of such notification, have the right to request the Trustees in writing to submit the application for consideration and approval by means of a special resolution at a general meeting of the members of the Body Corporate.
- 9.7 In granting approval under this Rule 9.4, the Trustees or the members, as the case may be, may impose any reasonable condition/s to avoid minimal disruption and damage to the common property or discomfort to the members of the Body Corporate
- 9.8 Any damage to exterior sections caused during alterations and or due to carelessness, the owner/resident will be held liable to clean, if required repainting or replacement cost will be for the relevant units account.
- 9.9 Any changes / alterations / additions may not detract from the overall character of the building.

10. EXTERIOR OF SECTIONS

- 10.1 No air-conditioning in units, which are visible from outside a section, may be installed without the specific approval of the Trustees.
- 10.2 **Wooden doors may be installed subject to approval from the Trustees. No aluminium doors will be considered.**
- 10.3 Owners/tenants shall not erect their own washing lines, nor hang washing or laundry or any other item on any part of the building or common property balconies, walls or fences so as to be visible outside the building or any section within the common property.
- 10.4 Chicken mesh or wire is not permitted to close off the bottom sections of gates or perimeter fences. Should owners wish to close or block off the bottom sections of their

garden gates; shade cloth, and or plastic mesh may be used provided that it is a colour matching the gate and fitted neatly.

- 10.5 No gutters or patio coverings are to be installed either of a temporary or permanent nature without the prior approval of the Trustees as set out in Rule 9.2.5 above.
- 10.6 No parking bays may be enclosed with any material whatsoever. No articles may be stored in the parking area, and parking areas are to be kept free of oil and brake fluid spillage from vehicles.
- 10.7 No Wendy houses/tool sheds may be erected without permission from the Body Corporate. Use of a Wendy house as a dollhouse will be considered favorably. Should the Body Corporate approve the erection of a Wendy house it must compliment the general design of the house with same roof colours as a minimum and must be placed out of sight from the street or neighbours. Should it be visible by neighbours their written permission will be required before erection commences
- 10.8 Jungle gyms and trampolines may be erected provided that they are well kept and maintained and not positioned to be intrusive toward that of other neighbours.
- 10.9 Any items of a decorative nature may be positioned outside of sections provided that it does not obstruct traffic flow and visibility for vehicles or pedestrians and provided that it is not offensive to neighbours and is that of a neutral colour in line with the complex colour scheme. This including pot plants, welcome signs and other decorative elements.
- 10.10 No swimming pools or jacuzzis are to be installed without prior approval of the trustees. An additional levy determined by the trustees will apply for units with swimming pools and or jacuzzis.

11. BUSINESS ACTIVITIES

- 11.1 No business, profession or trade may be conducted in any section or on the common property without the approval of the trustees following a written application by the Owner or Resident to conduct such a business from their unit. Approval will only be granted where the business use is legal and incidental to the residential use of the section (it may not occupy more than 25% of the floor area). Should any approved activities cause a disturbance or inconvenience to other Owners or Residents or infringe on the usage of the common property (e.g. Parking or negatively impact on the insurance, damage the driveways, etc), the permission can be withdrawn at any stage.
- 11.2 No auctions or jumble sales may be held in or on the property without the prior consent from the Trustees.
- 11.3 Hawkers will not be allowed on the property at any time.
- 11.4 No advertisement, sign, notice, billboard or publicity material of any kind may be exhibited or distributed in the complex without prior approval by the Trustees.

11.5 No "For Sale", "To Let", or "Sold" boards or signs may be displayed within the complex.

12. USE OF COMMON PROPERTY

- 12.1 Residents, their families and their guests shall be entitled to the enjoyment of the common property with due regard and courtesy for the rights of other owners, their families and their guests.
- 12.2 It is the responsibility of every owner and/or tenant using the common property to ensure that the area is left clean of debris, cigarette butts, glass objects or bottles.
- 12.3 An owner/tenant shall not throw any rubbish, including dirt, cigarette butts, food scraps or any other litter, either from windows, balconies, patios or vehicles on the common property and should such infringement persist for a period of 2 (two) days after written notice, the Trustees are entitled in terms of the Rules to remedy the owner's and/or tenant's failure and to recover the reasonable costs of doing so from such owner/tenant.
- 12.4 All gardening in respect of the common property shall be the responsibility of the Trustees. The removal of vegetation and any interference with gardens is prohibited unless the consent of the Trustees are obtained.
- 12.5 No hobbies or other activities may be conducted on the common property or in a section, which will cause undue nuisance to other residents.
- 12.6 No resident shall cause or permit any unlawful, negligent or disorderly conduct on the common property.
- 12.7 No firearms, pellet guns, BB guns, cattles or bows and arrows may be discharged on the common property.
- 12.8 No ball games allowed on driveways or against walls.
- 12.9 Explosive or other dangerous material or articles, including fireworks, may not be discharged or brought onto the complex.
- 12.10 Should any damage of whatsoever nature be caused to the common property by an owner, his/her family, tenants, visitors or pets, the owner shall be liable to reimburse the Trustees for the cost of repair of such damage.
- 12.11 The gardeners and cleaners employed by the Trustees may not be employed to do any private work for residents or given instructions by owners unless specifically authorised by the Trustees.
- 12.12 Residents must take all reasonable steps to ensure that their servants do not loiter on the common property or cause undue noise thereon.
- 12.13 The Trustees will assume no responsibility for any injuries, accidents or losses by any person whatsoever on the common property.

- 12.14 Under no circumstances residents are allowed to tamper with the fire hoses as these may only be used in cases of emergency.
- 12.15 Children may not interfere with fire hoses or any other external feature on the common property.
- 12.16 No climbing or running on walls and roofs will be permitted.
- 12.17 No alcohol may be consumed on common property
- 12.18 Right of admission is reserved and action will be taken to remove any person causing a disturbance on common property.
- 12.19 The abuse of common property resources is not allowed.
- 12.20 Residents/Guests are requested to dress appropriately for the use of recreational facilities and when walking around the complex.
- 12.21 The use of any drugs and the smoking of any prohibited substances such as marijuana/cannabis (dagga) is illegal and not permitted on the property and any contravention of the regulation will be reported to the SAPS. Also the use of hubbly bubbly's is not permitted on common property.
- 12.22 No cutting/braiding etc of hair allowed on the common property. This includes the patio's which is classified as common property.

13. CONTROL OF NOISE

- 13.1 Hooters may not be used on the common property.
- 13.2 Radios, musical instruments, Hi-Fi sets, T.V.'s, power tools, etc. must be used in such a manner as not to be a nuisance to other residents.
- 13.3 Pets must not be permitted to make excessive noise at any time during the day or night. (See also rule 15).
- 13.4 Any building alterations or improvements are only to be performed at reasonable times (weekdays between 08:30 and 17:00). No noise work to be undertaken on Saturdays, Sundays & Public holidays.
- 13.5 All noise levels are to be kept to a minimum and no excessive noise after
 - 22:00 during weekdays and
 - 00:00 on weekends
- 13.6 Noise levels must be such that no disturbance is caused to your neighbours. This also applies to the common property.

- 13.7 Car sound systems to be switched of/ turned down when entering the complex – no disturbance of the peace i.e. noise levels.

14. CONTROL OF VEHICLES AND PARKING FACILITIES

- 14.1 The resident of each section shall have the use of the garages and carport(s) allocated to his/her unit.
- 14.2 Vehicles may only be parked in carports and designated parking bays, and in such a way so as not to obstruct traffic flow.
- 14.3 Parking alongside driveways is not permitted
- 14.4 Parking in front of garages is not permitted with the exception where visitors bays may be occupied, only visitors are permitted to park in front of residents' garage provided that there is no obstruction to traffic flow.
- 14.5 Residents may not park in visitors parking bays for extended periods of time.
- 14.6 Vehicles may not travel at speeds in excess of 15 kilometres per hour within the complex. Residents should take the necessary action to ensure that speed limit is complied with by anybody visiting or having access to their sections and will be responsible for any such person/s.
- 14.7 No unlicensed drivers may drive vehicles within the complex.
- 14.8 Bicycles, motorcycles, tricycles, roller skates, skateboards etc. may not be left on any portion of the common property.
- 14.9 Dismantling or assembling vehicles or keeping unused vehicles is not permitted on the common property.
- 14.10 If vehicles are washed on the premises the area used is to be left in a clean and tidy condition. Fire hoses are not to be used for the cleaning of vehicles.
- 14.11 Motorcycles are to enter and exit from the complex quietly so as not to constitute a disturbance to other occupants. No riding of motorcycles on the lawn is permitted.
- 14.12 Should parked vehicles have leaked any oil or fuel, owners and/or tenants are personally responsible for the immediate and satisfactory cleaning and correction of any damage and/or mess and/or danger, as the case may be.
- 14.13 Caravans, boats and trailers may not be parked in the complex, except with the prior approval of the Trustees. Such caravans, boats and trailers may only be parked on the common property in the area designated by the Trustees.
- 14.14 Owners and occupiers of units should direct their visitors to park in the designated areas provided.

14.15 No buses or taxis will be allowed on the premises / common property.

14.16 Pedestrians, children at play and cyclists have right of way at all times.

15. CONTROL OF PETS

15.1 A maximum of 2 (TWO) dogs per section may be kept **not exceeding 30cm in height**. No cats are permitted within the Meyersdal Nature Estate.

15.2 Where dogs are kept there must be a suitable enclosure to prevent the dogs from straying off the resident's property and should be fitted with a collar identifying the name of the pet and the telephone number of the owner.

15.3 Should any domestic animal prove to be a continual nuisance to other residents of the estate including periods of continuous or intermittent barking, the Trustees may call on the animal's owner to remove it from the complex and if the owner fails or refuses to do so, the Trustees may impose penalties or take the necessary legal steps to compel the member or resident to remove the animal from the estate and recover any costs from the owner concerned without any prejudice to its rights to recover any fines that may have been imposed.

15.4 No dog shall be allowed off the resident's section unless under the strict control of a responsible person and must at all times be on a leash.

15.5 If a dog fouls or digs holes on any part of the complex or the estate the dog's owner shall immediately remove the mess and/or repair the holes as the case may be.

15.6 No pest-like or dangerous breeds of pets may be kept, including rats, insects and/or poisonous reptiles.

15.7 Should a resident wish to bring a pit-bull terrier into the complex or onto the estate he shall require the prior written consent of the Directors, and will be required to produce certificates confirming that the dog has undergone puppy-socialization training, as well as a certificate from an accredited animal behaviourist confirming that the dog's nature and inclination is not to be vicious or dangerous.

15.8 No pets will be allowed to roam free within the complex or estate and should pets be found unattended within the complex or estate they will be handed to the SPCA.

15.9 Should any pet attack any person within the boundaries of the complex or estate or become a nuisance in the complex, the SPCA will be contacted immediately and be requested to remove the pet.

15.10 Owners are to ensure that pets are adequately taken care of.

16. LAUNDRY

16.1 Laundry MAY NOT be hung over balconies in windows or on any part of the property visible to other units or from outside the property.

16.2 Laundry hung out to dry or air is done so at the sole risk of the person so doing.

17. REFUSE

17.1 Each unit shall be allocated a council refuse bin. Bins are to be clearly and neatly marked with the unit number by the resident.

17.2 All refuse shall be kept in council bins and/or containers

- on the residents section out of sight from other units and driveways or
- within the refuse yard allocated in the complex

17.3 Refuse bags may not be disposed of on the floor in the refuse yard. Please use bins provided.

17.4 Residents are responsible for putting their bins out for emptying (at the refuse yard allocated in the complex) by the council on the predetermined days and times. Residents are responsible for the collection and are responsible for the collection of empty bins on the same day.

17.5 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the council, the onus will be on the resident to dispose of such refuse in an environmentally friendly nature.

17.6 Rubble or garden waste shall not be disposed of in council bins. Residents are responsible for the appropriate removal of such waste.

17.7 Rubble, garden waste and refuse shall not be dumped or discarded anywhere within or near the perimeter of the complex or estate.

17.8 Refuse bags must not be overfilled or torn and must be placed inside the bins provided. No refuse bags are to be dumped on the common property, but placed inside the bins provided. Residents must ensure that this is conveyed to their helpers.

17.9 Should animals rip open refuse bags (which are not permitted) it will be the residents own responsibility to clean up the pavement and dispose of the rubble and/or refuse. Alternatively in the event that the Trustees attend to this it may debit an additional charge to the owners levy account.

17.10 Persons leaving rubbish on any part of the common property or public sections surrounding the property are liable to prosecution and such offenders must be reported immediately to the Trustees in writing.

17.11 An owner or occupier of a section shall maintain in a hygienic and dry condition a receptacle within his / her section and ensure that before refuse is placed in such receptacle it is securely wrapped.

17.12 Residents are encouraged to recycle items such as glass and paper at the recycle stations located at the estate club house.

18. SECURITY

18.1 Residents are obliged to cooperate with any request and abide by any rule as laid down by the Trustees in regard to security at the complex.

18.2 Residents must acquaint their domestic helpers and children with the security rules.

18.3 Any instruction to be given to the trustees in writing.

18.4 No moving/delivery vehicles will be allowed to enter or exit the complex after 20h00 without prior permission from the trustees as this causes a security risk and nuisance.

18.5 Residents are responsible for updating their details with the Meyersdal Nature Estate to ensure that visitors are announced before arrival.

18.6 Where alterations are being carried out, section 9.3 needs to be adhered to.

19. LEVIES

19.1 Failure on the part of any owner to ensure that payment of levy or any other amounts due to the Body Corporate, to be recovered by the 7th day of the month in which it is due, will result the prepaid electric meter being blocked. Further failure to pay the 7th of the third month of the initial due date will result in legal action being taken to recover such amounts due from the owner, in terms of section 39(2) of the Sectional Titles Act, 1971, as amended.

19.2 Interest will be charged on all overdue amounts.

19.3 Payment of levies are to be made directly to the Body Corporate, as indicated on the statement of account.

20. INSURANCE

20.1 Owners / tenants are personally responsible for the insurance of the contents of their unit and for the premiums of any such insurance.

20.2 STONEWOOD has insurance in place for the building and attachments. The policy schedule may be requested from the Trustees. Premiums from such are covered in your monthly levy.

21. SATELITE DISHES

21.1 Installation of satellite dishes is permissible.

- 21.2 Once a unit is vacated – the satellite dish bracket must remain (fixed fitting).
- 21.3 Any damage to the outside walls / repairs will be for the relevant units account.

22.LEGAL

- 22.1 All legal costs incurred by the Trustees for any action whatsoever against an owner and/or tenant, shall be borne by the owner and/or tenant.

23.BALCONIES

- 23.1 Where applicable on double story units, washing MAY NOT be hung over balconies or in windows or on any part of the property visible to the units or from outside the property.
- 23.2 No objects or refuse of any nature is to be thrown from balconies.

24.INDEMNITY

- 24.1 The Body Corporate and/or the Agents shall not be liable to any owner and/or tenant for any injury or damage of any description which the unit owner or tenant and/or member of the unit owner or tenants family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant may sustain physically to his/her or their property, directly or indirectly, in or about the common property or individual units or in or about any part of the complex and/or grounds in which the common property or individual units, or any appliances whatsoever in the complex or grounds in which the common property or individual sections are situated or for any act done or any neglect on the part of the Body Corporate employees, servants or agents. The Body Corporate or the Agents representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery or non-delivery of goods, postal matters and/or other correspondence.

25.PROPRIETARY RIGHT TO CONDUCT RULES

- 25.1 These rules remain the property of the STONEWOOD Body Corporate. Owners must ensure that tenants have a copy of these conduct rules.

26.COMPLAINTS

- 26.1 Any complaints must be submitted to the Trustees in writing.
- 26.2 Upon the reporting to the Managing Agent as per 27.1 of the occurrence of an alleged non-compliance in terms of these rules, once a complaint is received from two different units for the same non-compliance or three complaints have been received from the same unit for such non-compliance, then the following actions will be taken with each complaint:
 - 26.2.1 First infringement – Managing Agent send out “friendly reminder” of the incident with Complex Rules attached.

- 26.2.2 Second infringement – Managing Agent send our “first warning” regarding the incident.
- 26.2.3 Third infringement – Managing Agent send out warning letter. Owner or Resident has five (5) working days to defend itself in writing to the Trustees. If the matter is still not resolved fines (as per Section 28) will be imposed.
- 26.2.4 Fourth infringement – Unit is ordered to appear before the Trustees and Managing Agent at the next Trustees meeting.
- 26.3 In the event that a period of more than three (3) months laps between complaints as set out in 26.2.1 then the unit starts afresh
- 26.4 An owner has the right to representation should a complaint be levied against such owner and/or resident, and such representation shall be made in writing within 7 calendar days of notification thereof. The decision of the trustees shall take cognisance of such representation but the decision of the Trustees shall be final and binding

27. NON-ADHERENCE TO RULES

- 27.1 Fines will be imposed upon anyone failing to adhere to the set conduct rules.
- 27.1.1 If a contravention of these Rules is alleged in a written complaint to the Trustees, the Trustees will notify the Owner and/or Resident concerned in writing and through the managing agent to cease and desist from the contravention.
- 27.1.2 If an Owner and/or Resident continues to fail to comply with these Rules after having received a first written notification/warning in terms of Rule 27.1.1, the Trustees shall, by notification via its managing agent or its attorneys, impose a fine which shall be equal to an amount of R500 (Five Hundred Rand) per contravention or, in the case of vandalism or any damage whatsoever to any common property areas or electronics, the fine shall be equal to the amount spent to repair the damage.
- 27.1.3 Any fine imposed by the Trustees in terms of Rule 19.1, including any court ordered legal costs incurred by the Body Corporate in enforcing these Rules or the fine, shall be added to the monthly account of the Owner whose unit is in contravention of the Conduct Rules.
- 27.1.4 Where the contravention is by a tenant of a unit, the Owner of the said unit shall be held responsible for the costs and it will be the Owner’s responsibility to recover the costs from his/her tenant.
- 27.1.5 Non-payment of any fine shall have the same legal effect as the non-payment of levies, water and electricity.

27.1.6 Any dispute in respect of the contravention of these Rules that led to the imposition of a fine shall be referred to arbitration in terms of Prescribed Management Rule 71 to the Sectional Titles Act, 95 of 1986.

27.2 Damages to the common property will be charged to the resident of the unit who caused the damages. These fines and compensation will be imposed after a hearing has been conducted and the transgressor offered the opportunity to state his/her case.

28.CHANGES TO THESE RULES

28.1 The Body Corporate may, subject to any restriction imposed or direction given at a general meeting, amend, add to, or repeal any Conduct Rules from time to time for the control, use, safety and cleanliness of the units and common property.

29.TRUSTEES MEETINGS

29.1 Trustee meetings shall be held not less frequently than every **three** months. Seven days notice shall be given to all trustees. Shorter notice may be given if a majority of the trustees agree.

30.LETTING

30.1 Owners are to ensure that tenants be issued with a copy of all the house rules and that they are properly adhered to. Owners will be held liable for the conduct of their tenants.

30.2 An owner who wishes to let or lease his/her section or allow any change in the occupation thereof, shall prior to so doing, be obliged as a condition precedent thereto, to obtain from the proposed tenant, lessee or occupier, a written undertaking to comply fully in all respects with these Rules, and any other Regulations or Instructions competently issued by or on behalf of the Trustees, for the period of his/her tenancy, lease or occupation.

30.3 Such undertaking may be in the form of a clause in the lease or other documents to the transaction.

30.4 Failure to obtain such undertaking does not absolve such owner from being bound by the aforesaid Rules, Regulations and Instructions and from ensuring compliance therewith by this tenant, lessee or occupier of this unit.

30.5 It is compulsory for a landlord / estate agent to attach the conduct rules to the lease agreement as an addendum.

30.6 The following procedure must be adhered to by all owners (estate agents) when placing tenants:

- Criminal record check /report and reference from previous landlord,
- The above reports must be sent to the Managing Agent – proof of receipt must be obtained from Managing Agent - Coleman Properties, Att: Gerhard Lombard

Fax 086 665 4386 email:gl@colprop.co.za it remains the responsibility of owner / rental agent to ensure that proof of receipt is received from Managing Agent.

31. SALE OF UNIT

- 31.1 Any Owner of a section selling their unit must inform the Managing Agent timeously. Estate Agents are to obtain a copy of the conduct rules, the latest annual financial statements and the latest AGM minutes prior to showing the unit

32. DISPUTE PROCESS

- 32.1 In the event of any dispute to the interpretation of these rules the enforcement hereof or any breach hereof the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute.
- 32.2 If, as the result of a breach by an owner of these Rules or any obligation of the owner, the Body Corporate or the Trustees instructs a firm of Attorneys, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the Body Corporate or the Trustees as a result thereof.
- 32.3 The Body Corporate or the Trustees may in special circumstances grant a relaxation of these rules in writing and signed by the Chairman, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Body Corporate in its or their discretion without ascribing any reason therefore.
- 32.4 In the event of a breach by any owner of any of these Rules proved to the satisfaction of the Trustees, the Trustees shall, in addition and without prejudice to all other rights available to them or to the Body Corporate in law and in particular their right to apply to court for an interdict against the offending owner, be entitled to impose upon and recover from such owner a pecuniary penalty in a sum not less than R300-00, but not exceeding three months levy of his/her Unit.
- 32.5 The Trustees shall, however, but without incurring any obligation in this regard or being bound to do so, endeavour as far as possible to warn an offending owner in writing of any complaint made against him and request him to refrain from any conduct likely to give rise to further complaints of a similar nature.
- 32.6 Any breach of the Rules or any conduct detrimental or prejudicial to the interests of the Body Corporate or unbefitting a member thereof shall be notified to the Trustees in writing, which notification shall contain full details of the alleged breach or conduct and be signed by the person making same.
- 32.7 On receipt of the notification referred to in 27.1 the Trustees shall promptly dispatch a copy thereof to the person against whom the complaint is made (the "Defendant") and advise him of a time, date and place at which the complaint will be adjudicated upon. The Trustees shall similarly notify the Complainant of such time, date and place.

- 32.8 At the advised time and place the Trustees shall enquire into and investigate the complaint and shall examine any member of the Body Corporate should they consider that such a member is able to give evidence of assistance to the Trustees in arriving at a decision. The Trustees shall also hear the evidence of any person who is not a member of the Body Corporate and who is willing to submit to give such evidence.
- 32.9 The Defendant shall have the right to call evidence in his/her support.
- 32.10 After hearing all the evidence considered necessary by them the Trustees shall give such decision as appears to a majority of them to be just and equitable and may decide to take no action or to caution the Defendant or to impose a pecuniary penalty in the sum not exceeding three months levy of his/her unit on the Defendant.
- 32.11 If the Trustees decide to impose a pecuniary penalty the fact thereof and the amount of the penalty shall be certified in writing by the Chairman of the Trustees and delivered to the Defendant who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate the amount of the penalty therein prescribed within a period of 28 days of the date of receipt of such certificate.
- 32.12 The Trustees shall forthwith inform all the members of the Body Corporate in writing of the outcome of the enquiry and the amount of the penalty imposed, if any, but failure to do so shall not invalidate the enquiry, the decision or the imposition of the penalty.
- 32.13 The Defendant and any other member of the Body Corporate shall have a right of appeal to an extraordinary meeting of the Body Corporate against the decision of the Trustees. Such appeal shall be lodged in writing with the Chairman of the Trustees within 21 days after the date of the decision appealed from, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the ground of appeal. Until expiry of the period of 21 days aforesaid, any consequences flowing from the decision appealed against shall be deemed to be suspended.
- 32.14 Upon timeous receipt of the duly completed notice of appeal, such consequence shall likewise be suspended until the determination of the appeal and the Chairman of the Trustees shall, within 21 days after receipt of the notice of appeal, convene an extraordinary general meeting of the Body Corporate for the purpose of hearing the appeal.
- 32.15 On appeal, the decision of the Trustees may be confirmed, set aside or otherwise varied as the Body Corporate may determine. If the appeal is dismissed any penalty imposed by the Trustees and/or the Body Corporate shall be paid by the Defendant within seven days of the date of such dismissal.
- 32.16 No member of the Body Corporate or a Trustee shall be entitled to adjudicate upon or vote on any matter in respect of which he is the Defendant or Complainant, or if his/her levies are not paid up.

32.17 Breaches of the Rules

- 32.17.1 Breaches must be handled so as to ensure compliance with the rules, with minimum continuing nuisance to other owners, minimum friction with the offending owner and minimum avoidable cost to the Body Corporate.
- 32.17.2 To achieve this it is necessary to always follow the same suitable pattern so that: Compliance with the rules is seen to be required and enforced if this becomes necessary (certainty) and No owner can feel that he is being unfairly treated (equity).
- 32.17.3 This rule is compiled so that the chairman may be guided into a suitable pattern.

33. CONCLUSION

The rules of conduct can be summarised as follows:

- 33.1 Mutual knowledge and recognition for each others rights and privileges.
- 33.2 Diligent compliance to responsibilities.
- 33.3 Consideration for others in your daily actions.
- 33.4 The creation and maintenance of the spirit of good neighbourliness.

ACCEPTANCE OF RULES

I hereby certify that I am in possession of a copy of the Conduct Rules which have been included in Annexure 9 (Section 35(2) (b)), and adopted by a special resolution of the members thereof in substitution for the rules contained in Schedule 1 of the Sectional Titles act No 66 of 1971. I also certify that I understand the Conduct Rules and will abide by these rules accordingly.

Particulars of owner / resident / tenant

Full name/s: _____

Unit Number: _____

Signature/s: _____

Date: _____