

STONEWOOD

ESTATE

STONEWOOD ESTATE BODY CORPORATE

CONDUCT RULES

(SECTION 35(2)(b) OF THE SECTIONAL TITLES ACT 95 OF 1986)

I. PREAMBLE

The rules contained in this schedule shall not be added to, amended or replaced except by special resolution of the members of the Body Corporate in accordance with this Act.

II. INTERPRETATION

- A. In the interpretation of these rules, unless the context otherwise indicates:
- a) “Act” means the Sectional Titles Act 95 of 1986, as amended from time to time and any regulations made and in force thereunder;
 - b) The words used shall bear the meanings assigned to them in the Act;
 - c) Words importing:
 - i) the singular number only shall include the plural, and the converse shall also apply;
 - ii) the masculine gender shall include the feminine and neuter genders and the neuter genders shall include the masculine and feminine genders;
 - d) “Body Corporate” means the Stonewood Estate Body Corporate, established in terms of Section 36(1) of the

Act, of which every person who becomes an owner of a unit in the sectional scheme becomes a member;

- e) “Board of Board of Trustees” means the Board of Trustees, numbering not less than 2 (two), elected at each Annual General Meeting of members, who shall hold office until the next Annual General Meeting, when they shall retire, but shall be eligible for re-election is so nominated;
 - f) “Chairperson” means the person elected as such by the Board of Board of Trustees, who shall hold office until resignation or replacement;
 - g) “Trustee” includes an alternative trustee;
 - h) “the Buildings” shall mean the buildings to which the rules apply;
 - i) “the Development” shall mean the Sectional Title Scheme known as Stonewood Estate situate at Blue Hills Extension 53;
 - j) “the Scheme” shall mean the Sectional Title Scheme known as Stonewood Estate, situate at Blue Hills Extension 53;
 - k) The heading to the respective rules are provided for convenience and reference purposes only and are not to be taken into account in the interpretation of the rules;
 - l) “Owner” shall be deemed to include the tenant and/or occupant from time to time.
- B. In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the Board of Trustees shall be final and binding on all parties concerned in such a dispute.

III. RELAXATION AND INDULGENCE

The Body Corporate or the Board of Trustees may in special circumstances grant a relaxation of these rules in writing, which relaxation shall be signed by the Chairperson and 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 or the Board of Trustees in its or their sole discretion without ascribing any reason therefore.

IV. SCOPE AND NATURE

These rules shall be binding on the individual owners of units in the Building *inter se*, and shall also bind the Body Corporate on the one hand and all such owners on the other hand.

1. VEHICLES

1.1 Every Owner, Occupant and their visitors and/or invitees shall exercise their right of use and enjoyment of the private or common roads, roadways and pavements, or any part of the common property as though the same were public and were accordingly subject to the disciplines prescribed or imposed by the Road Traffic Ordinance No. 21 of 1966, as amended, or any Ordinance substituted therefore, and by the regulations proclaimed thereunder and every Owner acknowledges and accepts that:

1.1.1 The Road Traffic Ordinance No. 21 of 1966, as amended, and any Ordinance substituted therefore and the regulations already, or in future from time to time to be, proclaimed thereunder shall *mutatis mutandis* apply to the common property and that consequently he is bound thereby as fully and effectually as if the same has been specifically incorporated into these rules; and

1.1.2 The pecuniary penalties and fines prescribed by such Ordinance or by such regulations may be imposed and recovered by the Board of Trustees in the exercise of their power in terms of Section 39(1) of the Act, and in the manner provided for by Rule 71.

- 1.2 Without detracting from the generality of that which is stipulated in the paragraphs numbered 1.1, 1.1.1 and 1.1.2 above, and notwithstanding same:
- 1.2.1 Every Owner, Occupant and their visitors and/or invitees shall observe all road signs on the common property;
 - 1.2.2 Every Owner, Occupant and their visitors and/or invitees shall not drive a vehicle within the common property in any manner which creates a nuisance, disturbance or inconvenience or is considered by the Board of Trustees to be contrary to the interests of safety;
 - 1.2.3 Every Owner, Occupant and their visitors and/or invitees shall not drive a vehicle within the common property unless they be licensed drivers;
 - 1.2.4 No Owner, Occupant or their visitors and/or invitees shall cause or permit a hooter or similar related instrument, device or mechanism to be sounded within the common property and/or exclusive use or allocated area other than in the event of an emergency;
 - 1.2.5 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property other than in or on those areas of the common property as are specifically indicated or approved by the Body Corporate for that purpose;
 - 1.2.6 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property in such a way and in such a manner so as to

obstruct the flow of traffic and access to and ingress from parking bays;

- 1.2.7 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, any vehicle that is damaged or that is not roadworthy or that is not in general use without the written consent of the Trustee having been had and obtained;
- 1.2.8 Owners and Occupants shall ensure that their vehicles, and the vehicles of their visitors and/or invitees, do not unreasonably drip oil or brake fluid onto the common property or in any way deface the common property;
- 1.2.9 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, such as trucks, trailers, boats or other heavy vehicles, without the written consent of the Board of Trustees having been had and obtained;
- 1.2.10 No Owner, Occupant and their visitors and/or invitees shall be permitted to dismantle or effect any repairs or maintenance to any vehicle on any portion of the common property and/or exclusive use or allocated area;
- 1.2.11 The Board of Trustees may cause to be removed or towed away at the risk and expense of the Owner of the vehicle, any vehicle parked, standing or abandoned on the common property and/or exclusive or allocated area in contravention of these rules;

- 1.2.12 An Owner and Occupier shall ensure that an exclusive use or allocated area and/or common property which has been allocated to them for personal use, for parking purposes, is not be used by them, their visitors and/or invitees unless that Owner or Occupant is entitled to use such exclusive use or allocated area and/or common property;
- 1.2.13 Parking of vehicles upon the common property and/or exclusive use or allocated area is subject to the express condition that every vehicle is parked at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate and/or its agents and/or its representatives and/or any of their employees for any loss or damage of whatsoever nature which the Owner, or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property and/or exclusive use or allocated area;
- 1.2.14 The Board reserves the right to impose directional restrictions on the roads within the Estate;
- 1.2.15 The washing of vehicles/ trailers or similar property within the Estate is permitted, provided that personal water supplies contained in buckets are used for this purpose. Usage of water from a fire hydrant or fire hose reel for this purpose is prohibited, and subject to imposition of an onerous fine;
- 1.2.16 Vehicle sound systems are required to be used at a volume which does not disturb the peace at ALL times.

2. **EXCLUSIVE USE AREA COVERED CARPORTS, OPEN PARKING AREAS AND STORAGE UNITS**

- 2.1 The Developer has in terms of Section 27A of the Act, conferred rights, of exclusive use and enjoyment of the covered carports and open parking areas which form part of the common property, in favour of the members of the Body Corporate, as set out in Annexures “X” and Annexure “Y” hereto, being respectively, schedules and lay-out plans to scale. Annexure “X” indicates to which Owner each covered carport and open parking area is allocated, whilst Annexure “Y” indicates the locality and distinctive numbers of each covered carport and open parking area.
- 2.2 The holder of the right to an exclusive use area created in terms of Section 27A of the Act shall be entitled to transfer such right to any other member of the Body Corporate by entering into a written cession of such right and causing such cession to be minuted at a meeting of Trustees of the Body Corporate. The Trustees shall be obliged to record such cession at the first meeting of Trustees after the cession document has been handed to any trustee: if
- 2.2.1 the cession is in writing;
 - 2.2.2 the parties to the cession are members of the Body Corporate;
 - 2.2.3 the description of the exclusive use area in the cession is manifest *ex facie* the document.
- 2.3 The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the exclusive use areas created in terms hereof.

3. LAUNDRY

- 3.1 An Owner or Occupant shall not, without the prior written consent of the Board of Trustees having been had and obtained, erect their own washing lines, nor place nor hang any washing or laundry or other items on any part of the buildings, on

ballustrades or the common property so as to be visible from the outside of the buildings or from any other section;

- 3.2 An Owner or Occupant shall adhere to the instructions of the Body Corporate when installing or utilising the washing lines, and shall be responsible to the Body Corporate or the Owner for any damages or replacements resulting from any failure to do so.

4. REFUSE

- 4.1 No refuse may be placed outside the door of a unit or section or any other area of the common property, except in such areas designated for refuse;
- 4.2 The Body Corporate shall maintain, in a hygienic and dry condition, a receptacle for refuse for each section, which shall be located in an allocated area or on such part of the common property as may be authorised by the Board of Trustees in writing;
- 4.3 An Owner or Occupant shall ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained;
- 4.4 The Body Corporate shall, for the purpose of having the refuse collected, place such receptacle within the area allocated;
- 4.5 The Body Corporate, shall when the refuse has been collected, promptly return such receptacle to the allocated section or other area referred to in paragraph 4.1 above.
- 4.6 Refuse receptacles provided by the Body Corporate may not be moved to any area other than the allocated areas.

5. NOISE / ANTI-SOCIAL BEHAVIOUR

- 5.1 Owners and Occupants shall ensure that their respective activities in and use of the common property and of their section or any part thereof, or other section or common property

with any services, facilities and amenities available, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration of the remaining occupants of the buildings and in accordance with rules, and of the provisions of the Act. This rule shall likewise apply to the visitors and/or invitees and servants of Owners and Occupants while they are in the buildings and/or common property;

- 5.2 An Owner or Occupant shall not cause or permit any disorderly conduct of whatsoever nature upon their section or other section or any part of the common property (including acts of public indecency) or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or Occupant of the buildings or member of the Body Corporate, in quiet enjoyment of their own premises, or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other Owner or Occupant of the buildings or member of the Body Corporate;
- 5.3 The use of radio, television sets, recording equipment, sound equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited;
- 5.4 An Owner or Occupant shall ensure that quiet, within reason, shall be maintained from 20h00 to 07h00 on weekdays (Monday to Thursday), 23h00 to 08h00 on Fridays, Saturdays and Public Holidays not preceding a business day, and from 18h00 to 07h00 on Sundays and Public Holidays preceding a business day;
- 5.5 An Owner or Occupant shall notify all neighbours in close proximity, as well as the Board of Trustees, in writing, of any large event involving more than 10 (ten) visitors to be held at their section, at least three (3) days prior to the event. This notification does not excuse the resident or visitors from adhering to the above clauses or these Conduct Rules in general;

- 5.6 An Owner or Occupant shall ensure that fireworks are not set off or ignited within the boundaries of the Estate, or in close proximity to the Estate, at any time;
- 5.7 All complaints with regard to the behaviour of any occupant, visitor/invitee or servant shall be directed by the Board of Trustees, or the Managing Agent acting on its behalf, to the owner of that section in writing. Any penalties or fines incurred as a result of non-compliance with the Standard Operating Procedures contained in these Conduct Rules and/or the service contracts signed with the appointed security services provider shall be the responsibility of the Owner of that section.

6. USAGE OF SECTIONS

No Owner or Occupant shall permit or allow their section to be used other than for residential purposes, or for any purpose which is injurious to the reputation of the building or members of the Body Corporate.

7. GARDENING

- 7.1 No Owner, Occupant and their visitors and/or invitees shall plant or pick, alter or remove, destroy or damage, any plant or flower, tree or shrub, on or in the common property without the written consent of the Board of Trustees having had and been obtained;
- 7.2 Any Owner or Occupant of a ground floor section shall maintain and keep the common property area adjacent to their section neat and free of litter at all times;
- 7.3 Any Owner or Occupant shall not cause or allow garden tools or any other equipment to be kept in any place where it will be visible from any other sections or any portion of the common property.

8. CLUBHOUSE, SWIMMING POOL AND ENTERTAINMENT AREA(S)

- 8.1 The outdoor swimming pool, entertainment area and clubhouse are primarily for the use of Owners or Occupants of Units/Sections but may be used by their visitors and/or invitees provided that they are accompanied by an Owner or Occupant and that they comply with these Conduct Rules;
- 8.2 Owners and Occupants are responsible for the behaviour of their visitors and/or invitees and shall ensure that their number and conduct, at any time, is not such so as to prejudice the comfort, enjoyment or convenience of other Owners or Occupants wishing to make use of the amenities, facilities and services;
- 8.3 No Owner or Occupant and their visitors and/or invitees shall cause or allow any room used on the common property to become untidy or unclean or to be left unsecured;

No Owner or Occupant and their visitors and/or invitees shall do anything that may cause any machine or object provided for use in the common property to be damaged or rendered faulty or unclean;
- 8.4 No Owner or Occupant and their visitors and/or invitees shall permit or allow, or cause to be permitted or allowed, any animal in the areas referred to above;
- 8.5 An Owner, Occupant shall at all times ensure that they and their visitors and/or invitees keep the pool gate closed;
- 8.6 No Owner or Occupant and their visitors and/or invitees shall permit or allow, or cause to be permitted or allowed, to enter into the pool area a non-swimmer or children under 12 (twelve) years of age, unless they are accompanied by a person who is willing and able to accept responsibility for them, and is able to swim;
- 8.7 The Body Corporate and/or its agents and/or its representatives and/or any of their employees shall not be liable to any extent whatsoever for the safety of anyone in the pool area;

- 8.8 An Owner or Occupant shall ensure that quiet, within reason, shall be maintained from 20h00 to 07h00 on weekdays (Monday to Thursday), 23h00 to 08h00 on Fridays, Saturdays and Public Holidays not preceding a business day, and from 18h00 to 07h00 on Sundays and Public holidays preceding a business day. The clubhouse must be vacated by no later than 24h00.
- 8.9 The Board of Trustees and/or its agents reserves the right to prohibit any Owner, any Occupant, and their visitors and/or invitees from utilising the pool, clubhouse and/or entertainment area should they be of the opinion that their conduct constitutes a breach of these Conduct Rules;
- 8.10 Any Owner/Occupant wishing to reserve the facilities referred to above shall complete the relevant documentation (obtainable from the estate manager) and submit the completed documentation, together with proof of payment of the relevant deposit, the amount of which shall be determined by the Board of Trustees from time to time, to the office of the Managing Agent. Applicable fees for the use of the facilities and any furniture utilised for the function, which shall be determined by the Board of Trustees from time to time, shall be deducted from the deposit, together with compensation for any damages to the facilities during the function, prior to refund of the deposit to the Owner/Occupant;
- 8.11 In order to monitor the number of persons making use of the facilities, Owners/Occupants are required to pre-clear visitors on the access control system. Visitors who have not been pre-cleared as required will not be permitted to enter the Estate;
- 8.12 Owners/Occupants shall have exclusive use of the Clubhouse area (comprising the Clubhouse, swimming pool, braai facilities and adjacent surrounds) on the date on which their function is held, provided that:
- 8.12.1 The facilities are utilised for functions on 4 (four) occasions per month;

- 8.12.2 The facilities are utilised for a function by the same Owner/Occupant not more than once every 3 (three) months;
- 8.12.3 The facilities are utilised for a function for a continuous period not exceeding 6 (six) hours;
- 8.13 Persons not invited to the function by the Owner/Occupant who has reserved the facilities may not enter or utilise the facilities for the duration of the function. Appropriate signage at the entrance to the facilities, provided by the Body Corporate, will indicate that a function is in progress;
- 8.14 The Owner/Occupant reserving the facilities shall be responsible for properly securing the pool net, locking the facilities and closing the entrance gate to the facilities prior to return of the keys to the security guards.

9. BRAAING AND BRAAI AREAS

- 9.1 Owners and Occupants of sections are only permitted to braai in the area designated for this purpose adjacent to the swimming pool, if they wish to utilise the common property for these functions. Hot coals may not be removed from the braai area or deposited in the Estate refuse bins;
- 9.2 Should Owners and Occupants wish to utilise their own sections for such functions, they may do so provided that braai equipment is only utilised on balconies and patios, and does not inconvenience neighbours insofar as smoke and ash are concerned. In the case of gas braais, only gas bottles with a capacity of 9 (nine) Kilograms or less may be used. Hot coals may not be removed from the braai, or deposited in the Estate refuse bins.

10. GAMES

No Owner, Occupant and their visitors and/or invitees shall cause or permit the hitting, striking, throwing or bouncing of balls or any other

objects against any of the walls of the common property, including the buildings.

11. ANIMALS

No animals, reptiles or other pets shall be kept in the Estate unless expressly permitted in writing by the Board of Trustees, which permission shall be recorded in a pet register maintained by the Body Corporate. In no case shall animals be permitted in any of the public portions of the development or any other part of the common property, unless controlled on a leash. In the event of any Owner or Occupant, in accordance with the provisions hereof, keeping or harbouring any animal or other pet on the premises, such person shall not allow such animal or other pet to foul any part of the common property or otherwise cause a nuisance. The Board of Trustees shall have the right to require any such animal or other pet to be removed permanently from the Estate where this rule, in the absolute discretion of the Board of Trustees, is not observed.

12. DOMESTIC EMPLOYEES

- 12.1 An Owner or Occupant of a section shall be responsible for the activities and conduct of their domestic employees, and shall ensure that their domestic employees understand that they do not breach any rules, law, or any local authority by-law which may affect the Scheme;
- 12.2 Domestic employees of Owners and Occupants shall be registered at the guardhouse by the Owner/Occupant concerned in accordance with the procedures prescribed by the Board of Trustees from time to time;
- 12.3 Domestic employees are required to utilise the access control system at the entrance to the Estate to gain access to, or obtain egress from, the Estate;
- 12.4 An Owner or Occupant of a section shall ensure that their domestic employees and their visitors and/or invitees do not loiter on the common property;

12.5 An Owner or Occupant of a section shall ensure that their domestic employees and their visitors and/or invitees do not cause undue noise within their sections or on the common property or elsewhere;

12.6 No Owner or Occupant of a section may request personal favours (remunerated or otherwise) from any member of staff or service provider employed by the Body Corporate.

13. NO TRADERS

Unauthorised traders, hawkers or other vendors found causing a nuisance on the premises should be reported to the security guards or one of the members of the Board of Trustees. The Board of Trustees reserves the right to remove any such person from the Estate.

14. DAMAGE TO PROPERTY

14.1 An Owner or Occupant shall not cause or permit any act which might result in damage to, or disfigurement of, any section or the common property or any part thereof;

14.2 Any Owner or Occupant who causes or permits any act which results in damage to, or disfigurement of, any section or the common property shall be personally liable for the cost of restoration of the damaged property to its original condition, fair wear and tear excepted.

15. ALTERATIONS TO SECTIONS

15.1 Any Owners or Occupants wishing to undertake alterations to their section, must first obtain the written consent of the Board of Trustees, who may impose any condition thereto that they in their discretion deem fit;

15.2 It is an express provision that no alterations to the interior or exterior of any section by an Occupant shall be permitted or entertained by an Occupant prior to registration of transfer having been effected.

16. EXTERIOR OF BUILDINGS

- 16.1 Alterations, additions or decorations to the exterior of the sections or to any portion of the common property may not be made without the prior written consent of the Board of Trustees and then only upon the terms and conditions contained in such consent;
- 16.2 No radio/television aerials or satellite dishes may be attached to the exterior of the buildings without the prior written consent of the Board of Trustees;
- 16.3 Requests for consent in terms of Rules 16.1 and 16.2 shall be made in writing to the Board of Trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration;
- 16.4 An Owner or Occupier of a section shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his section in the state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition;
- 16.5 If an Owner or Occupier of a section fails to comply with the provisions of Rule 16.1 to 16.4, and such failure persists for a period of 30 (thirty) days after written notice given by the Board of Trustees, or the managing agent acting on its behalf, to repair or maintain the affected area, the Body Corporate shall be entitled to remedy the failure in question in such a manner as it deems fit, including, but not limited to, removing the alteration/ addition/ decoration, and returning the exterior to its original state, and to recover the cost of so doing from such Owner or Occupier;
- 16.6 Notwithstanding any approval granted by the Board of Trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval

required from any relevant authority has been obtained. It is the duty and responsibility of the Owner or Occupier of the section concerned to obtain any such necessary permit or approval;

- 16.7 The satellite infrastructure and related connection supplied to each section, forms part of the common property of the Body Corporate, and as such may not be tampered or interfered with by any Owner or Occupant, or their service provider. If access to the Body Corporate infrastructure is required by an Owner or Occupant, such access will only be granted to the satellite service provider accredited by the Body Corporate. Any loss or damage suffered by the Body Corporate as a result of unauthorised access to the infrastructure of the Body Corporate by an Owner or Occupant or their service provider will be rectified by the Body Corporate, and all costs in connection therewith billed to and recovered from the Owner or Occupant concerned;
- 16.8 Should any alteration, addition or decoration prevent or restrict any employee or contractor of the Body Corporate from performing any work on the common property or any common property services, the Owner or Occupant concerned shall be liable for any additional costs incurred by the Body Corporate in the performance of such work.

17. INTERIOR OF BUILDINGS

An Owner or Occupant shall at all times be obliged to maintain their section in good, clean and habitable order and condition, and shall be responsible for all internal painting and maintenance, inclusive of blockage of internal sewers, sanitary equipment and connections, and repairs of whatsoever nature, including repairs to the internal doors and interior surfaces of external doors and windows.

18. INTERIOR OF SECTIONS

- 18.1 Any structural alterations, which serve more than one section and/or the common property, including any alterations to plumbing and electrical installations to the interior of units, may not be carried out without the prior written consent of the

Board of Trustees after approval has been obtained by the Owner or Occupant of the section from the Local Authority concerned;

18.2 Any major interior alterations should be carried out during normal business hours, and shall not cause any undue disturbance to owners or occupants of neighbouring sections. An Owner or Occupant of a section shall never be entitled to interfere with electrical installations, satellite infrastructure or plug points;

18.3 Interior repairs and maintenance of a section of whatsoever nature are the responsibility of the Owner or Occupant of that section and neither the managing agent, nor any employee of the Body Corporate are liable for, or may be requested to attend to, such matters;

18.4 Owners and Occupants are obliged to restrict DIY maintenance in the interior of sections to periods that do not cause inconvenience to neighbours.

19. APPEARANCE FROM THE OUTSIDE

The Owner or Occupant of the section shall not place or do anything on any part of the common property, including balconies, terraces and gardens which, in the discretion of the Board of Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section, or the common property.

20. SIGNS AND NOTICES

No Owner or Occupant of any section used for residential purposes shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or any part of a section, which is visible from outside the section or the common property, without the prior written consent of the Board of Trustees first having been had and obtained.

21. LITTERING

An Owner or Occupant of, or visitor to, a section shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish or refuse, including but not necessarily limited to dirt, cigarette butts, bottles, food scraps or any other litter whatsoever.

22. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

22.1 An Owner or Occupant shall not store or leave, or allow to be stored or left, any article or thing in any part of the common property, except with the prior written consent of the Board of Trustees;

22.2 An Owner or Occupant shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the insurance premium payable by the Body Corporate on any insurance policy or, which may vitiate any such insurance policy or, which may result in the incurring of any expenditure by the Body Corporate or any such other Owner or Occupant which is attributable to their act or default;

22.3 Gas bottles stored in sections shall be limited in capacity to 9 (nine) Kilograms;

22.4 An Owner or Occupant shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by penetration of water through the walls or floors of their sections.

23. LETTING OF UNITS

23.1 An Owner may let or part with occupation of their section provided that no such letting and/or parting with occupation shall in any way release the Owner from any of their obligations to the Body Corporate hereunder;

- 23.2 An Owner may let or part with occupation of their section provided that as a condition precedent to any such letting and or parting with occupation, the Owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate, that such lessee or person shall duly observe all these regulations and conditions as are contained in these Conduct Rules and in the Act. Such undertaking shall be in such terms as the Board of Trustees shall from time to time require, and shall be lodged in writing with the Board of Trustees prior to such lessee or person being given occupation of the unit;
- 23.3 It shall remain the responsibility of the Owner to advise any lessee of the existence of, and requirement for compliance with, these Conduct Rules and the Act, and the nature of any recoverable charges.

24. NO SALE OR LETTING OF TIMESHARE RIGHTS

No Owner may let their section on a timeshare basis, in other words, no Owner may be permitted to sell a right to any person to occupy their section or any part thereof for a certain limited time on an annual basis.

25. ERADICATION OF PESTS

- 25.1 An Owner or Occupant of a section shall keep their section free of white ants, borer and other wood destroying insects and to this end shall permit the Board of Trustees, the managing agent, and their duly authorised agents or employees, to enter their section from time to time for the purpose of inspecting the section and taking such actions as may be reasonably necessary to eradicate any such pests;
- 25.2 The cost of any inspection, and the eradication of any such pests as may be required from within the section, and 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 or Occupant of the section concerned.

26. AUCTION SALES

An Owner or Occupant shall not hold or allow to be held any auction sale in the section or on any portion of the common property under any circumstances, without the prior consent of the Board of Trustees having first been had and obtained.

27. INSURANCE

The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of, or finishes contained in any particular section, which shall at all times be the sole responsibility of the Owner concerned.

28. BUSINESS OR TRADE

No Owner or Occupant shall permit or allow any business or trade to be conducted in any section or on any part of the common property.

29. SECURITY PERSONNEL

The security personnel will receive their instructions only from the managing agent or Board of Trustees and no other person may give instructions to the security personnel. No person shall display rude, obstructive or aggressive behaviour to the security personnel.

30. OTHER EMPLOYEES

30.1 Any other employee of or contractor employed by the **STONEWOOD ESTATE BODY CORPORATE** (including Garden Services, Security, Cleaners, etc) will receive their instructions from the managing agent or Board of Trustees;

30.2 No other person may give instructions to, and no person may display rude or aggressive behaviour to, such employees or contractors.

31. NUMBER OF OCCUPANTS

A section may only be occupied by a limited number of persons as approved by the Board of Trustees. To this effect, the total number of occupants per section may not exceed 2 (two) occupants per bedroom.

32. RITUAL SLAUGHTERING OF ANIMALS

32.1 Slaughtering of animals/reptiles/birds shall not be permitted in the complex, except where such slaughter is for religious and/or cultural purposes. In such circumstances the following shall apply:

32.1.1 Written application must be made by the unit owner and received by the Board of Trustees at least 21 (twenty one) days prior to the event. The application shall include the name and qualification of the person who will carry out the slaughter, the date and time of the proposed slaughter and a description of what will be slaughtered, the name and contact number of a representative from the SPCA who will be present on the day to ensure that there is no unnecessary pain and suffering, and a notice signed by both the local authority and the health department confirming that all by-laws/regulations have been complied with;

32.1.2 If approved by the Board of Trustees, such approval shall be in writing and the owner shall ensure that a copy of such written approval along with all the submitted documents are available for inspection by any owner or resident at the unit;

32.1.3 Once the Board of Trustees has approved the application in writing, adjacent units and anyone else who might be affected by the slaughter must be notified in writing of the date and time of the proposed slaughter, at least 7 (seven) days in advance;

32.1.4 The slaughter must take place within the section or its exclusive use area;

32.1.5 The animal shall only be brought onto the premises immediately prior to the slaughter taking place;

32.1.6 After the ceremony, the remains shall immediately be removed from the Estate and shall not be discarded with the normal waste deposited in the areas designated for refuse in the Estate.

33. SALE AND RENTAL OF SECTIONS

33.1 If an estate agent is appointed by an Owner to sell or let sections in the Estate, such sections may only be sold or let by estate agents who:

33.1.1 are registered as such with the Estate Agency Affairs Board;

33.1.2 have been accredited by the Body Corporate; and

33.1.3 have paid the relevant annual accreditation fees (the amount of which shall be determined by the Board of Trustees from time to time) to the Body Corporate.

34. PAYMENTS OF LEVY AND RECOVERABLE AMOUNTS

34.1 In addition to any ordinary and special levy imposed and charged to members, the Board of Trustees reserves the right to impose and charge an improvement levy related to the cost of maintaining additions or alterations to sections;

34.2 Monthly payments for levies and recoverable charges due to the Body Corporate must be received by the 7th (seventh) day of each month, failing which interest at the rate of 2% (two percent) for each month (or part thereof) that the amount is outstanding will be charged to the Owner responsible;

- 34.3 If payment of the outstanding amount (including any interest charged) has not been received by the end of the month in which it is billed, all services will be suspended, and the account will be handed over to an attorney for collection. All legal costs incurred by the appointed attorney in connection with the recovery of any amounts due to the Body Corporate will be billed to and recovered from the owner, on the own client and attorney scale, as an additional charge on the levy invoice.
- 35. IMPOSITION OF ADMINISTRATIVE CHARGES, FINES AND PENALTIES FOR NON COMPLIANCE WITH CONDUCT RULES**
- 35.1 The Board of Trustees reserves the right, after due notice in writing, to impose an administrative charge, fine or penalty for any transgression of, or for non-compliance with, these Conduct Rules;
- 35.2 The amount of the fines and penalties to be imposed will be determined by the Board of Trustees and will be confirmed annually at the Annual General Meeting of the Body Corporate;
- 35.3 Such charges, fines and penalties will be recovered from the Owner by way of an additional charge on the levy invoice, unrelated to any ordinary or special levy or other recoverable charges. Any legal and administrative costs incurred in connection with the recovery of such charges, or the institution of such claims, will also be recovered from the Owner concerned. Owners are entitled to recover all such charges from any tenant occupying their section. All monies received from administrative charges, legal costs, penalties and fines imposed will be used for the benefit of the members of the Body Corporate;
- 35.4 Payments received from Owners will be applied first to the charge, fine or penalty imposed, and the remainder of the payment (if any) will be applied to the levy and recoverable charges portion of the invoice;

- 35.5 Depending of the severity of the offence, the Board of Trustees shall be entitled, at its discretion, to institute civil or criminal proceedings against the offending party, and to impose a charge, fine or penalty in excess of the amounts confirmed at any Annual General Meeting;
- 35.6 The Board of Trustees reserves the right to temporarily suspend the supply of electricity to a section where the Occupant habitually ignores warnings related to incidents of non-compliance with, or transgression of any of these Conduct Rules, and in particular, those related to excessive noise or disturbance of the peace.

36. BINDING NATURE

The provisions of these Conduct Rules and the duties of the Owners in relation to the use and occupation of their Sections shall be binding on the Owner. It shall be incumbent upon an Owner to ensure compliance with these Conduct Rules by their lessee or occupant, their employees, guests, service providers or any member of their family.