



ANNEXURE 2

Conduct Rules

(Section 10 of the Sectional Titles Schemes Management Act, 8 of 2011)

CONDUCT RULES AS CONTAINED IN ANNEXURE 2 OF THE REGULATIONS ISSUED
UNDER THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT, ACT 8 OF 2011 (“the
STSM ACT”) AND SUPPLEMENTED, AND AS MAY BE AMENDED AND
SUPPLEMENTED BY REGULATION OR BY SPECIAL RESOLUTION OF MEMBERS
FROM TIME TO TIME:

A. PREAMBLE:

- A1 These Rules may be added to, amended or repealed by a Special Resolution of the Body Corporate in terms of the Sectional Titles Schemes Management Act (hereinafter referred to as “the **STSM Act**”). Any substitution, addition, amendment or repeal thereof shall be of force and effect as soon as a certificate for the substitution, addition, amendment or repeal thereof has been issued by the Chief Ombud in terms of section 10(5)(d) of the **STSM Act**.
- A2 The Rules contained in this schedule, printed in *italics*, are Rules in addition and/or supplementary to the Prescribed Conduct Rules (Annexure 2). Where the prescribed Conduct Rules are amended by regulation, these Rules will automatically amend accordingly.
- A3 From date of acceptance of these Rules by way of special resolution and the issuing of a certificate by the Chief Ombud to that effect, all previous Rules are repealed.
- A4 In as much as there may be any conflict between these Rules and the provisions of the **STSM Act** and the Management Rules as are contained in Annexure 1 of the Regulations or any amendment thereof, these Rules will be subordinate thereto.
- A5 Where there is any conflict between these Conduct Rules and the Mooikloof Ridge Rules, these Rules shall be subordinate to the Mooikloof Ridge Rules. Members of the Body Corporate are also members of the Mooikloof Ridge Homeowners Association (NPC) and as such, they shall at all times adhere to the Mooikloof Ridge Rules.

B. INTERPRETATION:

In these Rules, unless the contents require otherwise:

- B1. Words importing any one gender shall include the other gender;
- B2. The singular shall include the plural and vice versa;
- B3. A reference to natural persons shall include created entities (corporate and incorporated) and vice versa;

- B4. Headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation; B5. Words and phrases shall bear a corresponding meaning as defined in the **STSM Act** and Management Rules, as contained in Annexure 1 of the Regulations.

C. DEFINITIONS:

- C1. ***“Board”*** refers to the Board of Directors of the HOA;
- C2. ***“Body Corporate”*** refers to the Body Corporate of Country Walk, established for Country Walk Sectional Title Scheme;
- C3. ***“CSOS”*** refers to the Community Schemes Ombud Service, as implemented in terms of the Community Schemes Ombud Service Act, Act 9 of 2011;
- C4. ***“Estate”*** refers to the Mooikloof Ridge Estate;
- C5. ***“Estate Common Property”*** refers to the roads, parks and open areas within the greater Mooikloof Ridge Estate, excluding the Country Walk Body Corporate common property;
- C6. ***“HOA”*** refers to the **Mooikloof Ridge Homeowners Association (NPC), Registration Number: 2003/029492/08;**
- C7. ***“Managing Agent”*** refers to the Managing Agent or such person/s or entity/ies who may be appointed from time to time by the body corporate for the management and administration of the Body Corporate and/or such administrative manager appointed as employee and/or caretaker;
- C8. ***“Owner”*** means a member of the Body Corporate, being the registered owner of a unit;
- C9. ***“Regulations”*** refers to the Annexure 1 and Annexure 2 Regulations under the STSMA;

- C10. **“STA”** refers to the Sectional Titles Act, Act 95 of 1986;
- C11. **“STSMA”** refers to the Sectional Titles Schemes Management Act, Act 8 of 2011;
- C12. **“These Rules”** means the Rules as is contained in his document;
- C13. **“Trustees”** refers to the duly elected trustees of the Body Corporate or their replacements, from time to time.

Conduct Rules

1. Keeping of animals, reptiles and birds

- (1) The owner or occupier of a section must not, without the Trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
- (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Trustees' consent to keep that animal in a section and to accompany it on the common property.
- (3) The Trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.
- (4) The Trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).
- (5) *Dogs are not allowed on the common property unless carried, if small, or on a leash.*
- (6) *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. Such matter, including the contents of cat litter trays, must be placed in a sealed plastic bag and deposited into the refuse bins provided. Should a resident walk a dog and do not have a dog poop bag in their possession to*

clean their dog's excrement, a fine of R500.00 (FIVE HUNDRED RAND) will be levied for a first offence and R750.00 (SEVEN HUNDRED AND FIFTY RAND) for a second and subsequent offences will be levied. Should a resident not clean their dog's excrement deposited on any common property area a fine of R1 000.00 (ONE THOUSAND RAND) for a first offence and R1 500.00 (ONE THOUSAND FIVE HUNDRED RAND) for a second and subsequent offences will be levied in terms of these rules, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.

- (7) Kennels and other accommodation for approved pets may not be erected on the common property or in a private garden.*
- (8) A maximum of two small pets will be allowed per unit except where permission for more pets has been granted prior to the introduction of these rules. The size and needs of the pets will be taken into account when considering requests.*
- (9) All pets are to be registered with the Body Corporate within 30 days of registration of the Conduct Rules at the Deeds Office or, within 30 days of occupation, whichever is the shorter.*
- (10) A maximum of 2 pets are allowed per unit. Only "small breed" dogs are allowed to be kept, i.e., a full-grown small breed dog will not weigh more than 12kg.*
- (11) The owners are responsible for cleaning up any excrement or other refuse relating to their pet. Failure to do so, will result in a fine.*
- (12) No vicious breed dogs are allowed to be kept. Should a resident walk a dog on any part of the Estate common property, which the HOA regard as a vicious breed dog, a fine of R1 500.00 (ONE THOUSAND FIVE HUNDRED RAND) will be levied for a first offence and R2 000.00 (TWO THOUSAND HUNDRED RAND) for a second offence, will be levied in terms of these rules, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*
- (13) Keeping pets for breeding purposes is prohibited.*
- (14) No cats, poultry, pigeons, aviaries, wild animals or livestock may be kept.*

- (15) *All dogs must be sterilized. Dogs must be immunized against rabies. Certificates evidencing compliance must be produced and submitted when seeking authorization to keep a particular pet.*
- (16) *Complaints about pets must be submitted in writing to the Managing Agent (if appointed) and/or to the Trustees, who will consider the problem and bring same to the attention of the pet's owner if necessary.*
- (17) *Pet owners are required to take full responsibility for their animals, which may under no circumstances be left on the relevant premises for a maximum period exceeding 24 hours without adequate and responsible human supervision.*
- (18) *All animals are kept in humane conditions. In this regard, animals shall be kept in terms of the bi-laws and specific guidelines of the SPCA.*

2. Refuse and waste disposal

- (1) The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- (2) Unless the Body Corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the Trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the Trustees for the purpose.
- (3) The owner or occupier of a section must—
 - (a) move the refuse receptacle referred to in sub-rule (2) to places designated by the Trustees for collection purposes at the times designated by the Trustees and promptly retrieve it from these places; and
 - (b) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.
- (4) *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.*

- (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.*
- (6) *Littering on the common property is strictly prohibited.*
- (7) *Rubble or refuse should be dumped or discarded in the rubbish bins or in the applicable designated areas and may not be dumped or discarded in any public area, including the parks, streets, sidewalks, or vacant land.*
- (8) *Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found.*
- (9) *Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.*

3. Vehicles

- (1) The owner or occupier of a section must not, except in a case of emergency, without the written consent of the Trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- (2) A consent under sub-rule (1) must state the period for which it is given.
- (3) *Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.*
- (4) *No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle, boats, trailers, etc. on any portion of the common property, an exclusive use or in a section.*
- (5) *Visitors may only park in designated parking areas.*
- (6) *No major repairs may be effected to vehicles outside of garages.*
- (7) *Vehicles may only be washed in front of the owners'/residents' garages, or a demarcated parking area. These areas must be left clean and tidy. Rubbish removed from the vehicle must be placed in the refuse bins provided. Fire hydrants shall not be used for washing of cars.*
- (8) *All traffic laws, regulations and by-laws are to be adhered to.*

- (9) *All vehicles parked on common property, are parked at the risk of the driver / owner thereof. The body corporate will accept no liability for any loss or damage to vehicles of whatsoever nature and howsoever caused.*
- (10) *All vehicles and bicycles may only be used on designated common property roads and may not exceed a speed limit of 15km (fifteen kilometres) per hour.*
- (11) *If a vehicle is abandoned on common property or is parked in such a manner that it obstructs traffic or causes a nuisance to any other resident, the trustees may impose a fine.*
- (12) *Vehicles of residents, including caravans, boats, trailers, etc., may only be parked in the garages.*
- (13) *All demarcated parking bays may only be utilised by visitors. These may not be reserved.*
- (14) *Residents and visitors are not allowed to park in front of the garages or in such a manner so that the driveways and demarcated parking bays are being blocked.*
- (15) *No reckless driving is allowed within the complex. The speed limit within the Mooikloof Ridge Estate is strictly restricted to a maximum of 40 km/h or as specifically indicated by the speed limit signs.*
- (16) *Engine powered vehicles, e.g., cars, four-wheelers and motorcycles are permitted to drive on the streets of the Estate only. Parks, grass and pavements are off-limits for engine powered vehicles. Only licensed drivers may operate and drive engine powered vehicles in the streets or anywhere else within the Estate.*
- (17) *The use of bicycles, skateboards, roller-blades or roller-skates on the grass and/or swimming pool area and/or Club House and/or tennis court, is prohibited.*
- (18) *Pedestrians will frequently cross streets at designated crossings within the Estate and have the right of way. Motorists are reminded to always approach crossings with caution. Pedestrians shall only use the Pedestrian Gate to enter or exit the Estate.*
- (19) *Only licensed and roadworthy vehicles, which would be permitted to be operated on public roads, are allowed to be used in the Estate.*

- (20) *Walkways and sidewalks are for the exclusive use by pedestrians. The use of motorcycles, bicycles, four-wheelers, skateboards, roller-blades or roller-skates on any walkway, sidewalk, is prohibited. The use of skateboards, roller-blades or roller-skates on streets is specifically prohibited.*
- (21) *Any damage caused to the curb side, traffic signs, lamp posts and other road markings, shall be for the account of the person/persons who caused the damage or the persons who are responsible for their actions.*

4. Damage, alterations to common property and general maintenance

- (1) The owner or occupier of a section must not, without the Trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) An owner or occupier of a section must be considered to have the Trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees.
- (3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.
- (4) *in addition to the provisions of sub-rule 2, an owner or a person authorized by him, may with the prior written permission of the Trustees, erect:*
 - (a) *any antennae, satellite dish or the like fixture;*
 - (b) *any air-conditioning apparatus, solar heating system or similar device, alternative power supply (refer to Rule 36);*
- (5) *No Thatch Lapa's or Wendy houses are allowed.*
- (6) *A resident may not make any alteration whatsoever that is likely to impair the stability of the building and other improvements.*
- (7) *No electric fence may be erected on any part of the common property without the prior written permission of the Trustees thereto.*
- (8) *The position, size and placement of TV antennae and satellite dishes must not be unsightly.*
- (9) *Any form of shade netting is strictly not permitted within the Estate or any Sectional Title Complex.*
- (10) *Thatched Lapa's are only permitted within the Estate or Sectional Title Complex if originally built and handed over by the developer.*

5. Storage of flammable materials

- (1) Subject to sub-rule (2), the owner or occupier of a section must not, without the Trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
- (2) This rule does not apply to the storage of fuel or gas in—
 - (a) the fuel tank of a vehicle, boat, generator or engine; or
 - (b) a fuel or a gas cylinder kept for domestic purposes.
- (3) *The installation of gas stoves or gas apparatus must be executed by a registered installer and a certificate of compliance must be submitted to the Trustees for insurance purposes.*
- (4) *Due to safety and insurance risks associated with the storage of liquefied petroleum gas (LPG) cylinders and the use of LPG appliances, it is mandatory that such appliances are used strictly in accordance with the prescripts of the product manufacturer and that cylinders are stored in terms of prevailing regulations. In addition, gas appliances **may only** be installed in any part of a section after written permission for such installation has been obtained from the trustees of the scheme. Any gas installation **may only** be permitted if it is installed by a duly Authorised Person, as regulated by the Occupational Health and Safety Act, 1993, Regulation 17 of the Pressure Equipment Regulations, 2009, and a Certificate of Conformity for Gas Installations issued. A copy of this Certificate of Conformity **must** be submitted to the respective Body Corporate Managing Agent and Trustees. In the event of any gas installation modification, alteration or change of user or ownership a new Certificate of Conformity **must** be issued and submitted to the respective Body Corporate Managing Agent and Trustees. It is strongly recommended that each unit owner, who has a gas appliance, procure an appropriate fire extinguisher for use in cases of emergency.*

6. Behaviour of occupiers and visitors in sections and on common property and on Estate Common Property

- (1) The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

- (2) The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- (3) The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- (4) The owner or occupier of a section is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.
- (5) *Picnicking, ball games and sports are only permitted in designated areas.*
- (6) *Estate Common Property flora may not be damaged or removed from any public area.*
- (7) *Estate Common Property fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Estate.*
- (8) *The Body Corporate shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.*
- (9) *Residents shall maintain a high standard of garden and pavement maintenance.*
- (10) *Residents and owners of land must ensure that declared noxious or invasive flora, e.g. black wattle trees are not planted or allowed to grow in their gardens or vacant land and shall be responsible for the removal thereof.*
- (11) *It is reiterated that the use of any amenities, including, but not limited to the swimming and/or paddling pools and/or the Club House, is strictly 'at own risk' and neither the Board, HOA nor bodies corporate shall not be liable for any harm or damage arising from their use, whatever the cause of such harm or damage may be.*
- (12) *The residents' use of any open space areas is entirely at their own risk at all times. The HOA will entertain no claims for damages of whatsoever nature of from whatsoever cause arising.*
- (13) *No open flames are permitted at any time within garages of units or on balconies of units.*

7. Eradication of pests

- (1) The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles, *rats and mice*.
- (2) The owner or occupier of a section must allow the Trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- (3) The Body Corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

8. Noise

- (1) *Radio's, TV's, musical instruments, record/CD/DVD/VCR players, car radios etc. may not be utilised at such a volume as to cause disturbance to other residents.*
- (2) *No unnecessary disturbances or the use of things as car hooters are allowed.*
- (3) *No excessive revving or other excessive vehicle noise generation are allowed.*
- (4) *No fireworks or crackers are to be used or discharged within the complex.*
- (5) *Low noise levels should be maintained at all times, but especially during the following times:*
 - (a) *Weekdays: 21h00 – 07h00; and*
 - (b) *Saturdays and Public Holidays: 23h00 – 08h00; and*
 - (c) *Sundays: Silence shall be maintained throughout.*
- (6) *Maintenance and/or repairs involving power tools and hammering will not be allowed during the following times:*
 - (a) *Between 20h00 and 08h00 on Weekdays;*
 - (b) *Between 19h00 and 09h00 on Saturdays and Sundays; and*
 - (c) *Between 14h00 and 16h00 on Sundays.*

- (7) *The volume of music or electronic instruments or social activities must be kept at a level so as not to create a nuisance to neighbours.*

9. Events/Social

Any gathering held in the complex should be contained within the unit and its exclusive use area at all times. You are to notify your surrounding neighbours at least 7 days in advance of any social gathering that could cause an inconvenience to them. Any gathering should be limited to the number of people that can be reasonably accommodated within your "unit".

10. Security

- (1) *Security is the collective responsibility of all Residents who must recognize that the security guards are doing a difficult job. Security personnel may under no circumstances be abused, cursed, obstructed and / or diverted from their duties. Should any body be found to be abusing or diverting the guards from their duties as aforesaid a fine of R500.00 (FIVE HUNDRED RAND) will be levied.*
- (2) *Security protocol at the Estate gate must be strictly adhered to at all times. Under no circumstances may residents or any person other than the security personnel or Board Members be allowed into the Gate House.*
- (3) *It is an offence to assist visitors, or any other person to gain unauthorised access into or out of the Estate or any Sectional Title Complex. Any person found guilty of this offence will be levied with a minimum fine of R2 000,00 (TWO THOUSAND RAND) in terms of these rules, subject thereto that the latter fine is not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*
- (4) *Any vehicle or person entering or exiting the Estate may be searched for security reasons.*
- (5) *All owners must request visitors to strictly adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner.*
- (6) *All owners must ensure that their domestic workers and / or contractors in their employ adhere specifically to the security stipulations. Should*

residents give their domestic workers items that may be removed from the Estate, such worker must be provided with a permission slip as proof to be shown to Estate Security.

- (7) All attempts at burglary or instances of fence jumping must immediately be reported to either the Estate Manager or the Security Control Centre at the Gate House.*
- (8) Security is an attitude. Be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.*
- (9) Owners must adhere to the rule that no food or any gifts may be given to the security guards.*
- (10) Should residents purchase burglar alarm systems for their residences, they are required to be compatible with the electronic systems and equipment of the Estate Security. Such burglar systems must not cause any inconvenience or nuisance to other residents.*
- (11) The Estate will be manned by security 24 hours a day and patrolled on a random basis.*
- (12) The Security Control Centre at the Gate House must be advised in advance of pending arrival of visitors, in particular details of vehicle registration numbers and property to be visited should be provided.*
- (13) New owners / residents must register at the Estate Office (Estate Manager) in order to obtain access to the Estate. The resident shall provide, at the time of registration a copy of their Identity Document as well as proof of residence. All vehicles must at all times be registered at the Estate Office.*
- (14) Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.*
- (15) Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.*
- (16) No residents may issue instructions to Security Personnel.*
- (17) Access cards, 'tags', **may not** be utilized by anyone other than the registered user nor may they be loaned to other persons.*
- (18) Should prospective purchasers of property wish to enter the Estate to inspect such property, they shall obtain specific permission from the Estate Office (Estate Manager).*

- (19) *Tailgating into and out of the Estate or any Sectional Title Complex is strictly prohibited. A minimum fine of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) will be levied in terms of these rules, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*
- (20) *Entering or exiting a Sectional Title Complex is strictly prohibited if use is not made of either a registered access tag or access code. Any person found entering a Sectional Title Complex without authority to enter will be levied with a minimum fine of R1000,00 (ONE THOUSAND RAND).*
- (21) *Arrangements must be made at the Estate Office for moving in or out of the Estate (when changing residence). Moving into or out of the Estate may only occur between the following times:*
- (a) *Monday to Friday - 09:00 to 17:00*
 - (b) *Saturdays – 09:00 to 17:00*
 - (c) *Sunday - 09:00 to 13:00 (only if the Sunday is at the end of the month)*
- (22) *The Estate Office must be informed a minimum of 48 hours before moving in or out of the Estate. A minimum fine of R500.00 (FIVE HUNDRED RAND) will be levied for non-compliance with this rule.*
- (23) *Save unless specifically stated otherwise, the fine to be levied in terms of the security Rules, will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R1000.00 (ONE THOUSAND RAND) for a second offence, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*

11. Laundry

- (1) *No washing may be hung in such a way that it is visible from the outside.*
- (2) *Washing lines may only be installed in the original position as designated by the developer.*
- (3) *No washing lines may be attached to walls, gates, railings, patios, windows, downpipes, burglar proofing, etc.*

- (4) *No laundry may be hung over boundary walls of units, lawns of units, or placed over walls on the common property or on the open grass areas. Should this be done, the laundry may be removed and disposed of. Designated wash line areas may be used for washing.*

12. Children

- (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.*
- (2) *Owners/residents must ensure that their children do not tamper with electrical switches, electric fence, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items and may not damage plants or flowers. Any damage caused will be at the parent's expense.*
- (3) *Children playing in a demarcated play area, under the age of 8, MUST be under the supervision of an adult at all times.*
- (4) *Children are not allowed to play near or around motor vehicles parked on the common property.*
- (5) *Skating or the use of skateboards and similar items on the common property is strictly prohibited.*
- (6) *Owners and residents should be aware of the fact that the Body Corporate and trustees, as well as the HOA and its Directors are indemnified against any claims that might arise when children are injured on common property.*

13. Signs and Notices

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

14. Dangerous Acts and Prohibitions

- (1) *No person shall 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 premium payable by the body corporate or any insurance policy.*
- (2) *No firearms, Airguns, Paintball guns, bows of any kind, Pellet guns or Catapults are allowed to be used in the complex.*

15. Business and Other Activities

- (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 owners in terms of Section 13(1)(g) of the Sectional Title Schemes Management Act, 2011.*
- (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.*
- (3) Hobbies causing a disturbance of the peace, or a nuisance are prohibited.*
- (4) No advertisements or publicity material may be exhibited or distributed on the premises.*

16. Gardens

- (1) No trees/plants/shrubs may be planted or removed from the communal gardens without prior written approval from the trustees. Applications for communal garden alterations should follow the general aesthetic of the Country Walk garden layout.*
- (2) The gardeners are under the management of the Trustees. No requests are to be made to the gardeners by any owner or tenant from Monday to Friday.*

17. Swimming Pool and Pool Area

- (1) The clubhouse may be rented through the Managing Agent of the Mooikloof Ridge Homeowners Association.*
- (2) The swimming pool is part of the Mooikloof Ridge Estate.*
- (3) Owners, residents, their visitors, guests and children may not tamper with any equipment, furniture or fittings in the clubhouse, the swimming pool apparatus, etc. Any damages caused by an owner, resident, their visitors, guests and children will result in the cost of repairing such damage, claimed from the owner.*
- (4) Please refer to paragraph 14 of the **MOOIKLOOF RIDGE HOA RULES AND REGULATIONS** dated 21 May 2009, for further detail regarding the swimming pool and clubhouse area.*

18. Fire Equipment

- (1) Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose than firefighting will be liable for prosecution by the Fire department but will also be made to pay for the hose to be resealed by the fire department.*
- (2) Fire hoses may not be used for washing cars or for any other purpose other than firefighting.*

19. Windows and Glass Doors

All broken windows and glass doors must be repaired within 14 days.

20. Hawkers

No hawkers will be allowed on common property.

21. Indemnity

- (1) All persons, owners and occupants entering onto common property or utilizing facilities on common property, do so at their own risk.*
- (2) All vehicles entering onto common property shall be driven and / or parked at the driver's own sole risk and responsibility.*
- (3) No liability of any nature whatsoever shall be attached to the Body Corporate, its members, Trustees, agents, contractors, workmen, 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, workmen, 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.*
- (4) All persons, including owners / residents / visitors / other occupants and / or their guests, entering 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.*

22. Complaints Procedure

- (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 and photographs where possible) are to be supplied.*
- (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.*

23. Overcrowding

- (1) *A maximum of two persons per bedroom may reside on a permanent basis in a section at any time. Should this maximum be exceeded, it will cause additional use of common property amenities and increase the expenditure with reference to consumption of water, sewerage, refuse, increased use of common property equipment and amenities, etc. There are inadequate parking areas and minimum parking requirements are directed in terms of municipal by-laws. In addition, overburdening or damage to common property systems may occur.*
- (2) *On a “permanent basis” for purposes of this rule refers to occupancy of a unit by a person for a period longer than 30 days, whether occupancy was interrupted during such period or not.*
- (3) *Where the allowed occupancy of a unit is exceeded, the unit owner shall be liable for an additional levy calculated at 20% of the monthly levy payable in respect of the relevant unit at the time, multiplied by the number of occupants exceeding the allowed occupancy. The directors may in their sole discretion from time to time adjust the percentage rate at which additional occupancy is levied, subject only to such directions or restrictions as may be imposed by the members in general meeting.*

24. Levies

- (1) *Punctual payment of levies is crucial for the efficient running of Country Walk. Levies must be paid monthly, in advance (within 7 days of the 1st day of the month).*
- (2) *Non-payment of levy will be dealt by:*
 - (a) *A first reminder by the Body Corporate in writing, followed by;*

- (b) *A second reminder by the Body Corporate in writing (an admin fee as determined by the Country Walk managing agent will be levied on this reminder) cost of which will be borne by the said owner, followed by;*
 - (c) *Referring the matter to the Community Schemes Ombud Service, alternatively, to a Court with competent jurisdiction. All reasonable legal fees and disbursements in such instances as agreed or taxed, will be payable by the owner/owners of the particular unit.*
- (3) *The body corporate may, on the authority of a written trustee resolution charge interest on any overdue amount payable by a member to the body corporate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005, compounded monthly in arrears.*

25. Enforcement of the Rules and provisions of the Act

- (1) *In the event of a member failing to effect payment of levies or any other amount due to the body corporate, the Trustees may proceed with an application to the Community Schemes Ombud Service, alternatively, approach a Court with competent jurisdiction.*
- (2) *In the event of a contravention of any of the rules of the body corporate, the Trustees shall be entitled to proceed with an application to the Community Schemes Ombud Service for appropriate relief, alternatively, to apply to a Court with competent jurisdiction for an appropriate interdict.*
- (3) *Owners and residents are referred to the provisions of the Management Rules, which inter alia entitle the body corporate to claim all reasonable legal costs and disbursements incurred by the body corporate as agreed or taxed, to enforce compliance with these rules.*

26. Implementation of Fines and Penalties

- (1) *For the enforcement of any rules made by the trustees of the body corporate, the trustees shall be entitled to:*
 - (a) *implement a system of fines and penalties from time to time to deter any contravention of these rules and to ensure the due enforcement of these rules.*
 - (b) *Any penalties imposed by the trustees are subject to adjustment by members at a general meeting.*

- (c) *In the event of contravention of any of these rules, the following procedure will be followed and implemented by the trustees / managing agent:*
- (i) *a letter of demand will be sent to the member, specifying the nature of the breach and demanding him to remedy the breach within a period of 10 (ten) days, where the breach is capable of being remedied;*
 - (ii) *should the member fail to adhere to the letter of demand and to remedy the breach then, unless written objection is received by the trustees / managing agent concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the member's levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;*
 - (iii) *where a conduct rule is transgressed and where the transgression is not capable of being remedied, a letter of demand, including the penalty levied against the member's levy account, will be sent (i.e. noise, disturbance or other nuisance);*
 - (iv) *If the transgression is disputed and upon receipt of any written objection by the trustees / managing agent, a committee of 3 (three) trustees appointed by the chairman for this purpose, shall convene a meeting with the member within a period of 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the chairman of the committee shall direct; provided that the rules of natural justice shall be observed and at which meeting the member shall be entitled to address his objection and to call witnesses;*
 - (v) *The decision of the Board of trustees shall be binding, subject to the provisions of sub-rule 26(2).*
- (2) *Should the member refuse to accept the decision of the Board of trustees on any matter, any party to such dispute shall then be entitled to refer the matter to the Community Schemes Ombud Service by way of application for adjudication.*
- (3) *Where a provision of the rules is contravened and where an owner persists with his breach of the Rules, the penalty as implemented by the trustees shall be applicable and imposed on a monthly basis for as long as the breach continues and without a new notice to the owner to remedy such breach and without having to again follow the provisions of Conduct Rule 26(1)(c).*

- (4) *An owner shall be liable for payment of any fine issued to the tenant / occupant of the owner's unit and shall be the responsibility of the owner to claim such fine or levy from the tenant / occupant.*
- (5) *Until amended by members in general meeting, the amount of the fines as reflected in Annexure "A", will apply.*
- (6) *Should it be necessary for the Trustees to enforce compliance with these Rules or the STSM Act against an owner or occupant, the owner shall be held liable for all reasonable legal costs and disbursements incurred, as taxed or agreed by the member.*
- (7) *Should any amount payable to the Body Corporate be due and in arrears, interest at the rate as may be imposed by the Trustees from time to time, and/or adjusted by the members in general meeting from time to time, shall be levied, compounded monthly from due date to date of payment.*

27. Letting and Occupancy of Units

- (1) *Each owner or occupier is to advise the trustees of any change in ownership / occupancy of a unit and the effective date of the changes. Owners are obliged to inform tenants and potential buyers of these Conduct Rules and to include a copy of these rules as an annexure to any written lease agreement. All owners of units as well as any person granted rights of occupancy by an owner of the relevant unit, are obliged to comply with these Conduct Rules, notwithstanding any provisions to the contrary in any lease or any grant of rights to occupancy.*
- (2) *Within 30 days of entering into a lease agreement or grant of rights to occupation, whether in writing or verbal, the owner shall notify the Trustees of: -*
 - *the full names, identity numbers and contact telephone numbers of the lessee(s) and other occupiers of the section*
 - *the duration of the agreement*
 - *the name, address and telephone numbers of the letting agent (if applicable); and*
 - *confirmation that the lessee(s) and other occupiers have been given a copy of the Conduct Rules and Directives issued (if any).*
- (3) *An owner shall notify the Managing Agent or Trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close*

corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.

28. Interior

- (1) Owners shall, at all times, keep their sections and exclusive use areas in a good state of repair and in a clean and habitable state.
- (2) Owners shall be responsible for the maintenance of the interior paintwork, wall electrical installations and other interior repairs to their sections of whatsoever nature at their own expense.
- (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.
- (4) The geysers are insured for bursting under the policy of the Body Corporate. Should the geyser of a unit 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.

29. Domestics and Labourers

- (1) Owners/residents must register their domestics and labourers with security in order for the domestic or labourer to gain access to the Scheme.
- (2) Should domestics and labourers contravene any of these Rules, the Trustees reserve the right, if justified, to refuse entry to the domestic or labourer after notifying the employer.

30. External Appearance

- (1) An occupant of a unit shall not place or do anything on any part of the common property, including private patios or stoeps and gardens which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the Unit.
- (2) Unless authorized by the Trustees in writing, no decorations may be attached to a unit. 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.

- (3) Air-conditioning units, jacuzzis, lapas, built-in-braais, etc. shall not be installed in or at a unit unless approved by the Trustees in writing. In most cases these items would require approval from the Municipality and accordingly, plans approved by the Municipality would be a prerequisite before the Trustees will consider the item for approval. Additionally, full compliance with the aesthetic requirements of the scheme is mandatory. The Trustees should approve conditionally before submission to the Municipality.*
- (4) No obstructions shall be placed on walkways or any portion of the common property.*
- (5) Awnings are permitted, provided that these conform to the specifications approved by the Trustees. These may only be put up once the written approval of the Trustees has been obtained. Any awnings not conforming to specifications will be removed at the cost of the owner. Specifications available at the Managing Agent.*

31. Common Property Equipment

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

32. Water

- (1) Water must be used sparingly at all times.*
- (2) Residents may not use fire hoses for the purpose of washing their vehicles.*
- (3) Non-residents are not allowed to wash their cars on the common property or to use water obtained from the scheme for such purposes.*

33. Responsibilities of Owners

- (1) Owners are responsible for:*
 - (a) The garage doors of his unit and mechanism thereof;*
 - (b) The plastered walls inside of his unit and garage;*
 - (c) The repair and maintenance of the geyser.*
- (2) Owners are also responsible for the deeds and damages by their tenants.*

34. Administrative and Other Charges

- (1) *Administrative charges incurred by the Body Corporate and/or raised by the Managing Agent in respect of demand letters, arrear levy demands in terms of Regulation 25 of the Prescribed Management Rules, rule-contraventions and debt collecting charges and collection commission cannot be foreseen and are not budgeted for. It would also be unfair that members contribute to these charges where they are law-abiding, rule-abiding and where they effect payment of their levies in due time. It is therefore just and equitable that members, in respect of whom these charges are raised, should be liable for such charges. It is recorded that, in terms of the Management Agreement with the Managing Agent, certain administrative and letter of demand charges, including debt collecting charges and collection commission, are levied by the Body Corporate and these charges will be allocated and claimed from the member concerned and will be raised as a debit against the member's levy account.*
- (2) *Should the member dispute liability for these charges, the member should avail himself of the dispute resolution provisions as contained in these rules.*

35. Alternative Power Supply **General**

- (1) *Alternative power supply installations are permitted, subject to full compliance with specific requirements by owners, residents, and trustees of the respective Bodies Corporate.*
- (2) *Description of the various types of alternative power supply options that are permitted:*
 - *Gas installation for gas stove / hob.*
 - *Uninterruptable Power Supply (UPS) - Provides uninterruptable back-up power for specific items plugged into the UPS when supply from the power electricity supply grid fails, typically for critical appliances. This power will last for a limited time period, depending on the power consumption and the storage capacity (batteries). UPS is ordinarily used to temporarily power critical loads until the supply from the supply grid is restored. In short, a basic system which will provide limited power for low load demand appliances for a few hours.*

- *Inverter (Silent) Portable Generators - Can be used to generate power during power outages. The generated power will be at the output of the power output rating of the generator and power will be generated as long as the generator can remain operating (fuel dependant). Dependant on the generator's output some domestic appliances can be powered. The overriding consideration when using a generator would be the noise emitted, therefore, a very low noise level, expressed in decibels, is an imperative. Generally speaking, the quietest generators have ratings under 70 decibels. Decibel levels are generally measured at 7 meters away from the unit.*
 - *Geyser Heat Pump - A heat pump works like an inverse air conditioner. It takes heat particles from the atmosphere, compresses them, pumps them into the geyser and circulates the water around.*
 - *Photo voltaic (PV) panels Solar Water Geysers – (**direct system only**) – Solar water geysers rely on warm water rising, better known as convection. The direct system, is where the water to be used in the household (hot water) circulates through the solar collector panels, transferring solar energy into the storage tank of the solar water heater; and*
 - *Photo voltaic (PV) panels for power generation - Solar panels work by absorbing sunlight with photovoltaic cells, generating direct current (DC) energy and then converting it to usable alternating current (AC) energy with the help of inverter technology. AC energy then flows through the home's electrical panel and is distributed accordingly. The components of a home solar power system include, panels, inverter, racking, monitoring system and batteries.*
- (3) *A unit owner that installed PV panels must sign a maintenance agreement with the body corporate that obligates the owner to perform yearly maintenance on the altered common property and to provide a yearly insurance certificate to the body corporate. This maintenance agreement **must** be transferred when the unit is sold.*

36. Alternative Power Supply Rules

36.1 Liquefied petroleum gas (LPG)

- (1) *Due to safety and insurance risks associated with the storage of liquefied petroleum gas (LPG) cylinders and the use of LPG appliances, it is mandatory that such appliances are used strictly in accordance with the prescripts of the product manufacturer and that gas cylinders are stored in terms of prevailing regulations. Gas appliances **may only** be installed in*

a Section after written permission for such installation has been obtained from the trustees of the scheme.

- (2) A gas installation **may only** be permitted if it is installed by a duly Authorised Person, as regulated by the Occupational Health and Safety Act, 1993, Regulation 17 of the Pressure Equipment Regulations, 2009, and a Certificate of Conformity for Gas Installations issued. A copy of this Certificate of Conformity **must** be submitted to the respective Body Corporate Managing Agent and Trustees.
- (3) In the event of any gas installation modification, alteration or change of user or ownership a new Certificate of Conformity **must** be issued and submitted to the respective Body Corporate Managing Agent and Trustees. It is mandatory that each unit owner, who has a gas appliance installed, procure an appropriate fire extinguisher for use in cases of emergency.
- (4) The body corporate **must** maintain an accurate record of which units have gas stoves installed and **must**, upon written request from the HOA, provide same.

36.2 Geyser Heat Pump

A heat pump **must** be installed in full compliance to the requisite installation requirements. Such installation **may only** be done by a duly Authorised Person in compliance with the prevailing plumbing and electrical regulations, and a CoC issued to this effect. In addition to any other installation requirements and regulations, the installation **must** comply with the follow:

- (1) SABS approved wall-mounting of condenser (external unit)
- (2) All wiring must be SANS 10142 compliant.
- (3) Certificate of compliance as per SANS 10254 (plumbing).
- (4) The owner **must** provide the requisite CoC to the Body Corporate, who will be obligated to place same on record and provide the Insurer with a copy.
- (5) The body corporate **must** maintain an accurate record of which units have such installations and shall upon written request from the HOA, provide same.

36.3 Uninterruptable Power Supply (UPS) wired into Section's Electrical DB

- (1) A UPS, wired into the electrical distribution board of the Section, **may only** be installed by a duly Authorised Person and a CoC issued to this effect.
- (2) Only inverters that are on the NRS approved PV inverter list may be used. The inverter **must** incorporate the “anti-Islanding functionality” to prevent any form of stored or generated power being fed back into grid during power failure.
- (3) In addition to any other installation requirements and regulations, the installation **must** include appropriate lightning / surge protection and a “Change-over” switch.
- (4) The owner **must** provide the requisite CoC to the Body Corporate, who will be obligated to place same on record and provide the Insurer with a copy.
- (5) The body corporate **must** maintain an accurate record of which units have UPS' installed and **must**, upon written request from the HOA, provide same.

36.4 Portable Inverter Generators (Silent)

- (1) Only portable inverter generators (**Silent type**), which has a noise rating of less than 70 decibels, when measured at 7 meters away from the unit, may be used.
- (2) Portable inverter generators **may only** be operated during the following times:
 - (a) Monday to Fridays – 05:00 to 21:00;
 - (b) Saturdays – 06:00 to 21:00 and
 - (c) Sundays – 08:00 to 21:00.
- (3) A portable inverter generator **may only be used** if a permanent electrical power supply connection is made into the section's electrical wiring, which installation was done by a duly Authorised Person in full compliance with the Electrical Regulations and a CoC issued to this effect. **A generator may not be connected**

to a home electrical outlet and may not be directly connected to the circuit breaker panel.

- (4) Any person using a portable inverter generator **must**, upon request from the body corporate trustees or a duly appointed person of the HOA, present the CoC of the certified installation.
- (5) No more than 5 litres of fuel, which is for the exclusive use for the portable inverter generator, **may be** stored in the Unit's garage at any point in time and for which prior written approval was obtained from the body corporate. No fuel may be stored in the habitable part of the Section.
- (6) A generator **may not** be enabled for automatic start.
- (7) A generator installation **must** have an emergency Isolator / cut-off switch.
- (8) The installation shall ensure that there is no "backfeeding" of electrical power into the power grid.
- (9) The owner **must** provide the requisite CoC to the Body Corporate Managing Agent who will be obligated to place same on record and provide the Insurer with a copy.
- (10) The body corporate **must** maintain an accurate record of which units have such installations and shall upon written request from the HOA, provide same.

36.5 Solar panels for Water Geysers – (direct system only)

- (1) Only direct water geyser systems are permitted and a maximum of 2 PV panels (2m²) are permitted per unit.
- (2) The body corporate **must** ensure appropriate standardisation regarding the specification of PV panels.
- (3) A solar water geyser system **must** be installed in full compliance to the requisite installation requirements. Such installation **may only** be done by a duly Authorised Person in compliance with the prevailing plumbing and electrical regulations, and a CoC issued to this effect.
- (4) In addition to any other installation requirements and regulations, the installation **must** comply with the following:
 - (a) Appropriate Lightning / Surge protection.

- (b) *All wiring must be SANS 10142 compliant.*
- (c) *Certificate of compliance as per SANS 10254 (plumbing).*
- (d) *Thermal cut-off switch (AC and DC elements).*
- (5) *The body corporate **must** maintain an accurate record of which units have Solar Water Geysers installed and **must**, upon written request from the HOA, provide same.*

36.6 Solar panels for power generation

- (1) *From an aesthetic perspective:*
 - (a) *A maximum of 4 PV panels (8m²) per stack unit and 8 PV panels (16m²) per loose standing unit, are permitted.*
- (2) *The body corporate **must** ensure appropriate standardisation regarding the specification of PV panels.*
- (3) *The solar system **must** be installed by a duly Authorised Person and a CoC issued to this effect.*
- (4) *Only inverters that are on the NRS approved PV inverter list may be used. The inverter must incorporate the “anti-Islanding functionality” to prevent any form of stored or generated power being fed back into grid during power failure.*
- (5) *In addition to any other installation requirements and regulations, the installation **must** comply with the follow:*
 - (a) *Appropriate Lightning / Surge protection.*
 - (b) *All wiring must be SANS 10142 compliant.*
 - (c) *Mains Isolator switch / breaker “Change-over”.*
 - (d) *The owner **must** provide the requisite CoC to the Body Corporate, who will be obligated to place same on record and provide the Insurer with a copy.*
- (6) *The body corporate **must** maintain an accurate record of which units have such installations and **must** upon written request from the HOA, provide same.*

- (7) *The fine to be levied in terms of the Rules of these alternative power supply rules will be decided by the Board of the HOA from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R2 000.00 (TWO THOUSAND RAND) for a first offence and R3 000.00 (THREE THOUSAND RAND) for a second offence, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*

37. Slaughtering of Animals

- (1) *Slaughtering of animals **shall only** be allowed for religious and cultural purposes and shall only be permitted within the confines of a section (and under no circumstances on the common property of the Estate or a Sectional Title Complex), subject to the following conditions:*
- (i) *The person requiring to undertake such religious or cultural slaughter shall give the Board at least 21 (TWENTY ONE) calendar days written notice of the intended slaughter and which notice must specify:*
- (a) *The date and time of the proposed slaughter.*
- (b) *The type of animal that is to be slaughtered.*
- (c) *The name and qualifications of the person who is to undertake the slaughter.*
- (d) *Confirmation and undertaking that the animal will be brought onto the Estate immediately prior to the slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the slaughter.*
- (2) *The following notices shall accompany the application referred to in paragraph 1 above:*
- (a) *From the applicable local authority confirming that all by-laws with regard to the religious or cultural slaughter have been / will be complied with.*

- (b) *From the applicable health department confirming that all the health regulations with regard to the religious or cultural slaughter have been / will be complied with.*
 - (c) *From the Society for the Prevention of Cruelty to Animals confirming that an official from their organisation shall be present at the proposed slaughter to ensure that the animal is slaughtered in as humane a way as required by the relevant ritual or culture.*
 - (d) *Confirmation that notice has been given to the neighbouring owners of the date and time of the proposed slaughter together with confirmation that they have received such notice.*
 - (e) *Failure to comply with all the above requirements shall entitle the Board to prevent the act of the religious or cultural slaughter from taking place or fining the owner for noncompliance in the maximum amount allowed in terms of these Rules per offence.*
- (3) *Save for a fine specifically referred to above, should any person fail to adhere to the Rules set out for pets a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R750.00 (SEVEN HUNDRED AND FIFTY RAND) for a first offence and R1 500.00 (ONE THOUSAND FIVE HUNDRED RAND) for a second offence, subject thereto that the latter fines are not equal to or more than the monthly levy applicable to the owner concerned, in which event, the maximum fine of one rand less the monthly levy, will be levied. Reference is made to Conduct Rule 26 dealing with the implementation of fine and penalties.*

38. Important Provisions of the Sectional Titles Schemes Management Act, Act 8 of 2011 (“STSMA”)

Section 13 – Duties of Owners:

“(1) An owner must—

- (a) *permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his or her section or exclusive use area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for*

the purpose of ensuring that this Act and the rules are being observed;

- (b) forthwith carry out all work that may be ordered by any competent authority in respect of his or her section, other than such work as may be required for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his or her section;*
 - (c) repair and maintain his or her section in a state of good repair and, in respect of an exclusive use area, keep it in a clean and neat condition;*
 - (d) use and enjoy the common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises;*
 - (d) not use his or her section or exclusive use area, or permit it to be used, in a manner or for a purpose which may cause a nuisance to any occupier of a section;*
 - (e) notify the body corporate forthwith of any change of ownership or occupancy in his or her section and of any mortgage; and*
 - (g) when the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use nor permit such section or exclusive use area to be used for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for that purpose as consented to.*
- (2) Any owner who is of the opinion that any refusal of consent of another owner in terms of the proviso to subsection (1)(g) is unfairly prejudicial, unjust or inequitable to him or her, may, within six weeks after the date of such a refusal, make an application in terms of this subsection to an ombud."*

Annexure 1 of the Regulations under the STSMA (Management Rules):

Prescribed Management Rule 30 – Use of Sections and Common Property:

“The body corporate must take all reasonable steps to ensure that a member or any other occupier of a section or exclusive use area does not –

- (a) use the common property so as to unreasonably interfere with other persons lawfully on the premises, in breach of section 13(1)(d) of the Act;*
- (b) use a section or exclusive use area so as to cause a nuisance, in breach of section 13(1)(e) of the Act;*
- (c) contravene the provisions of any –*
 - (i) law or by-law relating to the use of a section or an exclusive use area; or*
 - (ii) conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or*
 - (iii) conditions of title applicable to sections or exclusive use areas;*
- (d) make alterations to a section or an exclusive use area that are likely to impair the stability of the building or interfere with the use and enjoyment of other sections, the common property or any exclusive use area;*
- (e) do anything to a section or exclusive use area that has a material negative affect on the value or utility of any other section or exclusive use area;*
- (f) subject to the provisions of section 13(1)(g) of the Act, use a section or exclusive use area for a purpose other than for its intended use as –*
 - (i) shown expressly or by implication on a registered sectional plan or an approved building plan;*
 - (ii) can reasonably be inferred from the provisions of the applicable town planning by-laws or the rules of the body corporate; or*

- (iii) *is obvious from its construction, layout and available amenities;*
- (g) *construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying with the requirements of the Act and the Sectional Titles Act; provided that the body corporate may by ordinary resolution –*
 - (i) *give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements;*
 - (ii) *prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and*
 - (iii) *withdraw any consent if the member or other occupier of a section breaches any such condition.”*

Management Rule 31 – Obligation to maintain:

- “(1) Notwithstanding that a water-heating installation forms part of the common property and is insured by the body corporate, a member must maintain, repair and, when necessary, replace such an installation which serves that member's section or exclusive use area; provided that where such an installation serves sections owned or exclusive use areas held by more than one member, the members concerned must share the maintenance, repair and replacement costs on a pro-rata basis.*
- (2) If despite written demand by the body corporate, a member refuses or fails to-*
 - (a) carry out work in respect of that member's section ordered by a competent authority as required by section 13(1)(b) of the Act; or*
 - (b) repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act;*

and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, the body corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice need be given to the member concerned.”

**ANNEXURE A – COUNTRY WALK BODY CORPORATE CONDUCT RULES
ENFORCEMENT MEASURES**

The measures contained in Table 1 will be utilised to ensure compliance. As can be seen in Table 1, a fine will only be imposed on **repeat** offender, unless the contravention is of a serious nature.

Payment received from the application of these enforcement measures are solely intended for ensuring compliance to the rules and will by no means be subtracted from any damages arising from the action or neglect that gave rise to the application of these measures.

These measures may be escalated periodically by members in general meeting.

Table 1: Enforcement measures for non-compliance to the house rules

	Description of Transgression	1st Offence	2nd Offence	Next Offence(s)
General	Not adhering to the Country Walk Conduct Rules if not specifically set out in this table.	Letter	R250-00	R500-00
Renting	Owners failing to: • Provide the Trustees with the details of their Tenant as well as the details of the Letting agent. • Furnish the Letting Agent and/or Tenant with a copy of the House Rules.	Letter	R250-00	R1000-00

Living Conditions	Residents in contravention of the Rules regarding living arrangements.	Letter	R250-00	R250-00 (per week of non-compliance)
Maintenance, Damage and Alterations	Unauthorized alteration or addition or damage to common property.	Letter	R250-00	R250-00 (per week of non-compliance)
	Not keeping area of responsibility free of pests.	Letter	R250-00	R250-00 (per week of non-compliance)
	Failure to maintain property as per responsibility.	Letter	R250-00	R250-00 (per week of non-compliance)
Vehicles	Vehicles: • speeding; • loud music from vehicles; • excessive revving of vehicles; • non-adherence to parking regulations	Letter	R250-00	R500-00
	Granting access to any vehicle exceeding 4 ton gross vehicle mass (GVM).	R1000-00		
	Noise periods. Excessive noise or non-adherence to low	Letter	R250-00	R500-00
Security	Any security breach	R500-00		

	Tailgating	R250-00	R500-00	R1000-00
Refuse	Disposal of rubbish on common property not marked for disposal.	Letter	R250-00	R500-00
	Refuse not placed in the provided bin.	Letter	R250-00	R500-00
	Refuse bins not kept in the unit's exclusive use area.	Letter	R250-00	R500-00
General	General transgressions	Letter	R250-00	R500-00 (pro-rata per month for period of non-compliance)

Mooikloof Ridge rules and fines:

Please note that different amounts may apply in respect of fines implemented in terms of the Mooikloof Ridge Homeowners Association Rules. The Board of Trustees may enforce similar fines from time to time.