

FORM V

SECTIONAL SCHEME NO: SS 464/2007
REGISTRAR OF DEEDS
PRETORIA

DATE: _____

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

We,

The undersigned Trustees of the Controlling Body for the building or buildings known as

HIGHLANDS

situated at Erf 93, Mooikloof Ridge Extension 16 Township, Local Council, Kungwini Local Municipality

Hereby give notice that on _____ the Body Corporate accepted the Rules (as contained in the Schedule annexed hereto) which Rules have been initialled by the Trustees for identification purposes for the control and management of the buildings:

Conduct Rules in addition to the existing Conduct Rules. These Rules have been accepted by means of a Special Resolution of the members of the Body Corporate.

TRUSTEE

Address: _____

TRUSTEE

Address: _____

TRUSTEE

Address: _____

HIGHLANDS BODY CORPORATE

CONDUCT RULES (SUPPLEMENTARY):

The Rules set out hereunder and printed in italics, are Rules in addition to the Conduct Rules as provided for in Annexure 9 of the Regulations under the Sectional Titles Act, Act 95 of 1986, as amended. The Rules and printed in italics, are Rules in addition to the Conduct Rules as provided for in Annexure 9 of the Regulations under the Sectional Titles Act, Act 95 of 1986 as amended.

INTRODUCTION

- a) The rules as are contained in this schedule are in addition to the Conduct Rules as contained in Annexure 9 to the Sectional Titles Act, Act 95 of 1986 (as amended) and may from time to time be replaced, supplemented, amended or repealed by special resolution of the Body Corporate as are provided for in terms of the provisions of Section 35 of **the Act**.
- b) In as much as there may be any conflict between these Conduct Rules and the provisions of the Act and the Management Rules as are contained in Annexure 8 of the Regulations, these rules will be sub-ordinate thereto.

INTERPRETATION

In this agreement, unless the contents requires otherwise:

- a) Words imposing any one gender shall include the other gender;
- b) The singular shall include the plural and vice versa;
- c) A reference to natural person shall include created entities (corporate and incorporated and vice versa);

- d) Headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation;
- e) The “Act”, shall mean the Sectional Titles Act, Act 95 of 1986 and the Regulations thereunder;
- f) Words or phrases shall corresponding a meaning as define in the Act and Management Rules as contained in Annexure 8 of the Regulations;
- f) “Trustees” include an alternative Trustee;
- h) “Trustees” mean the Board of Trustees;
- i) “Residents” also mean owners and tenants and their guests and visitors;
- j) “Common property” is the Land included in the Scheme and such part of the building/buildings as are not included in a Section.

1. Animals.

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep more than one animal, reptile or bird in a section. *Any pets in respect of which no written approval has been obtained from the Trustees will be regarded as tray and may be removed from the Scheme.*
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).
- (4) *Pets are to be in possession of a collar and name tag with all the details such as name of pet, owner’s telephone number and unit number.*
- (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. (7) Aviaries and other accommodation for approved pets may not be erected on the common property or in 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 House Rules at the Deeds Office or within 30 days of occupation, whichever is the shorter.*

- (10) *A maximum of 2 dogs 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 an R150.00 fine.*
- (12) *No vicious dogs are allowed to be kept.*
- (13) *Keeping pets for breeding purposes is prohibited.*
- (14) *No cats are allowed to be kept as it is impossible to keep them on one’s own property.*
- (15) *Residents must make sure dogs are not **disturbing peace by their barking**, also make sure their **parrots are not a disturbance to other residents**.*

2. Refuse Disposal

- (1) An owner or occupier of a section shall-
 - (a) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - (b) Ensure that before all refuse is placed in such receptacle it is securely wrapped.
 - (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
 - (d) When the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).
- (2) *Household refuse may only be placed in refuse bins after it has been placed inside a plastic bag and tied securely to prevent refuse from coming loose within the refuse bin.*
- (3) *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.*
- (4) *Littering on the common property is strictly prohibited.*
- (5) *Not kitchen refuse, food waste, fats or waste or any kind may be washed down the drainpipes. Clearing of any blocked drains from a unit will be for the account of the owner of the unit.*
- (6) *No insoluble items are to be flushed down the toilets. Should sewerage pipes be blocked because of non-compliance, these pipes will be unblocked and the surrounding areas disinfected and cleaned up at the owner’s expense.*

- (7) *Garden refuse may not be placed in the refuse bins. In the event of such refuse having to be removed, arrangements for its removal need to be made by the owner or occupant with the contractor responsible for garden services.*
- (8) *Owners/residents shall ensure that contractors attending to maintenance or improvements to their units on their behalf do not litter on the common property.*

3. Vehicles

- (1) *No owner or occupier 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, without the consent of the Trustees in writing.*
- (2) *The 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 without the trustees' consent.*
- (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 paving on the common property or in any other way deface the common property.*
- (4) *No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, or an exclusive use area.*
- (5) *Should the leaked fluids not be cleaned up properly by the owner of the vehicles, the Body Corporate will have the oil/brake fluid cleaned from the paving for the unit owner's account.*
- (6) *No motor wrecks may be kept on the common property or on the sidewalks.*
- (7) *Persons causing, in any manner or form whatsoever, damage to the common property shall be held responsible for the repair or such damage.*
- (8) *Parking of vehicles in front of the garages or in places that are not demarcated as parking areas are strictly forbidden. Vehicles so parked may either:*
 - *Have “NO PARKING” stickers affixed to the windows;*
 - *Be clamped whereupon a penalty release fine of R500-00 will be levied;*
 - *Be towed away at the risk and expense of the owner.*
- (9) *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. The full cost of repairing the fire hydrant will be for the cost of the person washing a car using the fire hydrant.*

- (9) *Strict adherence to the maximum speed limit of 20km per hour within the scheme must be complied with. Vehicles must be driven as quietly as possible with the volume of the radio turned down as to not cause a disturbance of the peace.*
- (10) *Motor hooters or other audible warning devices, excluding burglar alarms, may not be used on the common property.*
- (11) *No heavy vehicles or machinery may be parked anywhere on common property.*
- (12) *No parking is allowed on the grass of the common property.*
- (13) *Garages may only be used for their intended purposes. Garages shall not be used as living quarters or as a storage facility.*
- (14) *Garages are to be kept closed at all times, unless owners are parking or removing their vehicles.*
- (15) *Music that is played in any motor vehicle at any time while within the boundaries of Highland, must be at such a level that it does not disturb other residents.*
- (16) *Appropriate punitive measure will be taken against the cars parked illegally, and all costs as a result thereof will be for the owner.*
- (17) *Motorcycles, tricycles and toys may not be left anywhere on the common property and Rules 1 to 4 hereinabove are also applicable on bicycles, motorcycles etc.*

4. Damage, alterations or additions to the common property

- (1) *An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.*
- (2) *Notwithstanding sub rule (1), an owner or person authorised by him may install-*
 - (a) *any locking device, safety gate, burglar bars or other safety device for the protection of his section; or*
 - (b) *any screen or other device to prevent the entry of animals or insects;**provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.*
- (3) *Security gates must be of the design approved for Highland for the sake of conformity of appearance. All pet screens shall conform to the specifications as established by Highland Trustees.*
- (4) *The trustees shall be notified timeously of any work of whatever nature which is to be undertaken within or to the exterior of any unit and which will involve activity on the common property or cause inconvenience or disturbance to other owners/residents. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other owners/residents.*

- (5) *Those owners/residents having such work done and those persons performing it shall, at all times, co-operate closely with the Trustees and shall in consultation with the Trustees ensure that proper and satisfactory measures are continuously taken to protect the common property from damage defacement, disfigurement or defilement.*
- (6) *The trustees may prohibit workmen from working on the premises should they fail to co-operate.*
- (7) *It shall further be of the absolute responsibility of the persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly on completion of the project.*
- (8) *The persons having the work done shall be held liable for costs incurred for cleaning up or reparations done should the common property be left in a dirty or spoiled condition on completion of such work.*
- (9) *The above-mentioned rules shall mutates mutandis apply to any work authorised by the trustees.*
- (10) *When moving furniture or goods in or out of the scheme, those persons doing so will be held liable for the cost of any repairs should such actions cause damage to the common property.*

5. Appearance from outside

- (1) *The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including patios, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.*
- (2) *Unless authorised 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) *Pot plants or ornamental items may not be placed on top floor balcony walls as these are potentially dangerous to other residents below should they fall off.*
- (4) *Air conditioning units shall not be installed in or at a unit unless approved by the Trustees in writing. Additionally, full compliance with the aesthetic requirements of the scheme is mandatory.*
- (5) *No obstructions shall be placed on walkways or any portion of the common property.*
- (6) *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.*

6. Signs and Notices

- (1) No owner or occupier of a 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 of a section, so as to be visible from outside the section, without the written consent of the trustees first having being obtained.

7. Littering

An owner or occupier of a section shall not cause any littering on the common property.

8. Laundry

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- (2) *No washing may be hung over the upstairs balconies or on the veranda rails of the bottom units.*
- (3) *With reference to downstairs units, only portable type wash line dryers may be used and no wash lines may be attached to walls or be visible from the outside.*
- (4) *No washing lines may be attached to walls, gates, railings, patios, windows, down pipes, burglar proofing etc.*
- (5) *No laundry may be hung over boundary walls of units, lawns of units, the designated drying areas, 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.*

9. Storage of inflammatory material and other dangerous acts

- (1) An owner or occupier 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 premium payable by the body corporate on any insurance policy.

10. Letting of units

- (1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- (2) *An owner shall ensure that a tenant or any person granted a right of occupancy to a portion, is provided with a copy of the Conduct Rules.*

- (3) *An owner shall ensure that the name and contact number of all his tenants or occupants are provided to the Trustees, upon occupation.*

11. Eradication of pests

- (1) *An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.*
- (2) *An owner shall keep his unit free from mice, rats, white ants, borer and other wood destroying insects.*
- (3) *In the event of the owner not adhering to point 27.1.1 he shall permit the trustees, the managing agent and their duly authorised agents or employees to enter his unit and taking such action as may reasonable necessary to eradicate such pests.*
- (4) *The cost of the inspection and eradicating of such pests as may be found within the unit and exclusive use areas, replacement of any woodwork or other material forming part of such unit which may have been damaged by any such pests, shall be borne by the owner of the unit concerned*

12. **Obligation by a non-resident owner to furnish particulars of the tenant(s)**

- (1) *A non-resident owner shall:*

- 1.1 *Include a suitable provision in the rental agreement with a tenant, which obligates the tenant to fully comply with the Conduct Rules. Additionally, any agreement of lease entered into by either the owner or a letting agent on behalf of the owner shall furthermore provide for cancellation of the agreement of lease should the tenant not fully comply with the Conduct Rules.*
- 1.2 *Furnish full particulars of a tenant of his unit and any change thereof to the trustees prior to occupation by the tenant or within 30 days of occupation by tenant.*
- 1.3 *Furnish full particulars of the letting agent, if any, to the trustees and any change thereto.*
- 1.4 *Inform such letting agent as to the obligations of the owner with regard to the rules and furthermore instruct the letting agent to include a suitable provision in the agreement of lease in which the tenant is obligated to fully comply with the Conduct Rules.*

- 1.5 *Instruct the letting agent to make provision in the agreement of lease that a maximum of two persons per bedroom may occupy the unit; and*
- 1.6 *Remain fully responsible to the Body Corporate in respect of the behaviour and actions of his tenant.*
- 1.7 *Be responsible for ensuring that the tenant has a copy of the Conduct Rules for Highland and the tenant has signed receipt of a copy of the Rules.*

13. **Entry by third parties**

- (1) *Owners and tenants are required to notify security at the main entrance in advance should they require third parties to gain entrance to effect repairs or to deliver goods. In the event of such notice not being given, security may refuse entrance to the scheme.*

14. **Nuisance**

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

15. **Silence**

- (1) *Reasonable silence shall be maintained in order to prevent unreasonable noise as follows:*
 - *Weekdays – 21:00 to 07:00*
 - *Weekends – 23:00 to 08:00; and*
 - *On Sundays silence shall be maintained throughout.*
- (2) *Radios, television sets, musical instruments, power tools and hi-fi equipment must be used in such a manner as not to disturb other owners/residents or the public.*
- (3) *Any private gathering in the scheme should be contained within the unit at all times and behaviour should be such as not to cause a disturbance to other owners/residents or the public.*
- (4) *No fireworks or crackers shall be allowed within the scheme.*
- (5) *The security officers are tasked to request residents, who are guilty of creating excessive noise, to keep noise levels within acceptable levels. Non-adherence hereto will result in action by the security supervisor as he deems fit.*

16. **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, taps, name plates, trees, plants adornments and any other apparatus and fittings including garden items and may not damage plants or flowers.*
- (3) *Ball games shall only be permitted on the common property in the demarcated play area.*
- (4) *Children playing in the demarcated play area do so at their own risk.*
- (5) *Children playing in the demarcated play area under the age of 8 **MUST** be accompanied by an adult at all times.*
- (6) *Children are not allowed to play near or around motor vehicles parked on the common property.*
- (7) *Skating or the use of skateboards and similar items on the common property is strictly prohibited.*
- (8) *No “ketties” and pellet guns are allowed to be used in the scheme.*

17. **TV Antennas and DSTV Dishes**

- (1) *No TV Antennas may be installed as this service is provided by the scheme.*
- (2) *Each owner may install one DSTV dish and the size may not exceed 60cm. It must be installed by a registered installer at the crest of the roof and in such a way to cause no disturbance to other residents.*
- (3) *Once a communal dish is installed, all individual dishes are to be removed at the owners' expense and the walls and outside area of the unit is to be restored to its original condition.*

18. **Employees and Hawkers**

- (1) *The employees if any, or contractors of the Body Corporate, shall not be interfered with. They receive orders from the trustees or the managing agent only.*
- (2) *No hawkers shall be allowed on the common property.*

19. **Domestic 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) *Owners/residents shall ensure that their servants do not cause noise in their units or on the common property.*
- (3) *Domestics and labourers are not allowed to loiter on the common property or to remain on any part of the common property after 18:00.*
- (4) *Should domestic 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.*

20. **Business and other activities**

- (1) *No business profession or trade may be conducted on the common property and in or from any unit.*
- (2) *No auctions or jumble sales may be held on the common property or in any unit without prior written permission of the trustees.*
- (3) *Hobbies causing a disturbance of the peace or a nuisance are prohibited.*

21. **Gardens**

- (1) *On the day that Garden Services are to mow the lawns, owners with pets are to make arrangements for the pets to be kept in a safe place so that they cannot attack the Gardener or escape from the garden area.*
- (2) *Should a resident not wish to have the garden services to work, in the garden of a unit, they must put this in writing to the Trustees. That resident will then be required to keep the garden area neat and tidy in the same manner as the garden service would.*
- (3) *Residents whose garden permits the only excess to other units' gardens may not lock their gates on the day the garden services, service the gardens.*

22. **Common property Equipment**

- (1) *Under no circumstances may owners/residents tamper with any equipment on the common property.*

23. **Water**

- (1) *Water must be used sparingly at all times.*
- (2) *Residents may not use fire hoses for the purpose of washing their vehicles or for any other purpose except in case of fire.*

- (3) *Non-residents are not allowed to wash their cars on the common property or to use water obtained from the scheme for such purpose.*

24. **Recreational Activities and Swimming Pool**

- (1) *The clubhouse may only be rented through the Managing Agent of the Mooikloof Ridge Home Owners Association.*
- (2) *The swimming pool is also part of the Mooikloof Ridge Owners Association.*
- (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 damage caused by an owner, residents, their visitors, guests and children will result in the cost of repairing such damage claimed from the owner.*