

THE STALLIONS

CONDUCT RULES

1. ALTERATIONS AND RENOVATIONS

1.1 Persons wishing to undertake alterations and renovations to their unit or dwelling must appreciate that their proposed activities may affect others within the development and it is most important firstly that any detrimental impact is kept to an absolute minimum and that, once started; the work is completed expeditiously within the work period applied for. It is the function of the managing agent and the board of trustees of the Association to ensure that all alterations and renovations undertaken are done with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants within the development. These conditions have been framed accordingly – it is the duty of the managing and board of trustees of the Association to see that they are adhered to.

The following broad definitions will apply:

1.1.1 alterations shall mean any work involving structural alterations or additions to a section or unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit;

1.1.2 renovations shall mean any internal redecoration or refurbishment or the existing exterior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitaryware, floor coverings, etc;

The procedure for obtaining approval is as follows:

1.2.1 *Alterations*

where alterations as defined above are involved:

the application with a sketch plan of the proposed alterations, must be submitted to the board of trustees of the Association for agreement in principal to be obtained;

after approval in principal by the board of trustees of the Association, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the local authority;

a copy of the plans as approved by the local authority must be submitted to the board of trustees of the Association alternatively the board of trustees of the Association must be supplied with evidence satisfactory to them that council approval is not required;

If the board of trustees of the Association considers it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.

1.2.2 **Renovations**

- 1.2.2.1 where only renovations as defined above are proposed, this application should be submitted to the board of trustees of the Association:
- 1.2.2.1.1 Confirmation that the work may proceed would be conveyed to the applicant by the board of directions of the Association with whom ad ate for the commencement of the work shall be arranged. The board of trustees of the Association will also supply information as to access by contractor's workmen and the maintenance of security within the building (of utmost importance);
 - 1.2.2.1.2 no work may be started until approval has been conveyed by the board of trustees of the Association in writing as above and the deposit mentioned below has been paid to the board of trustees of the Association;
 - 1.2.2.1.3 the owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and indemnifies other owners against such damage;
 - 1.2.2.1.4 Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that the board of trustees of the Association shall be entitled to appoint building staff to do so at overtime rates, at the owner's expense;
 - 1.2.2.1.5 no rubble is to be left in the grounds of the complex overnight;
 - 1.2.2.1.6 all doors and windows being installed must conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the building;
 - 1.2.2.1.7 the members of the Association shall indemnify the Association in respect of any damage caused to its common property, either inside or outside the building and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations to his section.
- 1.2.3 A deposit of R5 000 (five thousand rand) (or such amount as may be determined by the board of trustees from time to time) shall be payable before any renovations or alteration work commences, from which the costs of rectifying any damage to common property (e.g. road coverings, woodwork, paintwork, plumbing, etc) as also any other charges accruing against the owner will be deducted.
- 1.2.4 The aforementioned deposit will be paid into an interest bearing account with the interest for the member's account.
- 1.2.5 Any charges, expenses or costs accruing against the owner arising from matters contained anywhere in the foregoing conditions are payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then such deficiency shall be payable on demand.
- 1.2.6 Any balance of the deposit remaining will be repaid to the owner after completion of alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit and accrued interest.
- 1.2.7 It shall be the responsibility of the owner to ensure that its contractors and workmen comply herewith.

2. PARKING BAYS

- 2.1 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as are likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 2.2 An owner shall permit the body corporate, The Stable Yard POA and/or other owner's access to and across his or her or its allocation parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 2.3 The Association shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the body corporate in respect of the foregoing, shall be apportioned equally over the total number of parking bays and the board of trustees shall be entitled to recover from the owner, such portions of the expenses as relate to the parking bays in respect of which they enjoy the exclusive right of use.
- 2.4 The owners upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shadeports or other structures on the parking bay areas.

3. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 3.1 Owners or occupiers of units shall ensure that they, as well as their visitors and guests:
 - 3.1.1 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees of the Association not to be in the interest of safety; and
 - 3.1.2 do not allow any unlicensed person to drive any vehicle within the common property.
- 3.2 Hooters shall not be sounded within the common property other than in the case of an emergency.
- 3.3 Vehicles may be parked only on such areas of the common property as are specifically indicated and approved by the Association for that purpose and in such a way that the flow of traffic and access to and ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 3.4 Vehicles that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees of the Association, and with their prior written consent.
- 3.5 The trustees of the Association may cause to be removed or towed away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- 3.6 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.
- 3.7 All vehicles which are illegally parked or parked in contravention of these rules will be clamped or towed away and a fine as determined by the trustees of the Association, in their sole discretion, will be levied.
- 3.8 Parking of vehicles upon the common property is subject to the express conditions that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle being parked on the common property.

3.9 An owner may not without the written consent of the trustees of the Association of the body corporate, which consent shall not be unreasonably withheld, let or sub-let the parking bay or in any other manner dispose of such parking bay or his rights therein.

4. ADVERTISING SIGNS

4.1 The developer shall be entitled to erect and display such advertising sign/s on the property as is in its sole discretion may deem fit, until such time as all units in the development have been sold.

4.2 During the development period, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property at all.

4.3 After the completion of the development, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property without the prior written permission of the board of trustees which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).

4.4 Owners wanting to sell their units are not allowed to put up "For Sale" signs on the exterior of the unit.

5. BRAAI FACILITIES

5.1 An owner or occupier of a section shall not be entitled to braai on the balcony, unless such owner or occupier uses a built-in braai or other smokeless braaing facilities approved in writing by the board of trustees.

5.2 The board of trustees shall be entitled, in its sole discretion, to withdraw from time to time any approval as contemplated in clause 5.1 above.

6. M-NET/SATELLITE TV

6.1 An owner or occupier of a unit or dwelling wishing to connect to the satellite dishes installed or to be installed for their benefit shall be allowed to install the relevant decoder equipment to receive M-Net and/or satellite TV, on condition that the owner or occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the trustees of the Association with the relevant service provider.

6.2 No owner or occupier of a unit or dwelling shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other section unless this is done with the written consent of the trustees of the Association.

7. PETS

7.1 An owner or occupier of a section or dwelling shall be entitled to keep the following animals without the prior approval of the trustees of the Association being required.

7.1.1 no more than two small dogs or cats with a standing height of no more than 50 centimeters which height shall be measured from the floor to the top of the highest point on the relevant animal's back and provided that an owner or occupier shall not be entitled to keep more than three such dogs and/or cats at any one time without the prior written consent of the trustees of the Association.

7.1.2 Domestic birds.

- 7.2 All and any other pets may only be kept with the prior written approval of the trustees of the Association subject to such reasonable conditions as may be prescribed by the trustees of the Association.
- 7.3 Owners or occupiers keeping pets permitted in terms hereof shall ensure that such pet(s) do not foul the corridors, entrance or any other part of the common property or otherwise cause any nuisance to other owners or occupiers.
- 7.4 The trustees of the Association shall be entitled to revoke an owner or occupier's entitlement in terms of clause 7.1 above in the event that such pets, at the discretion of the board of trustees, become a nuisance to the other owners or occupiers within the Stable Yard development or to withdraw an approval given in terms of clause 7.2 above in the event of a breach of such conditions as may be prescribed.
- 7.5 Ritual Slaughter: No ritual slaughter or any slaughter whatsoever of any animal is permitted within the complex.
- 7.6 Hoofed Animals: No hoofed animals are permitted within the complex at any time.
- 7.7 All animals must wear a tag with the unit number that they belong to. Failure to do so will result in a fine (see section 21 below for more info)
- 7.8 All animals and their owners must respect the privacy of others and not make a noise for more than 2 minutes per hour until 18h00. Thereafter 18h00, no noises are permitted from animals. Failure to comply will result in a fine (see section 21 below).
- 7.9 No animals will be allowed to loiter in common property (inside and outside the building) without being escorted by owners.

8. REFUSE DISPOSAL

An owner or occupier of a section or dwelling shall:

- 8.1 Maintain in a 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 authorized by the trustees in writing.
- 8.2 Not dump refuse in common areas such as staircases and emergency exits
- 8.3 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 8.4 For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 8.5 When the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 8.1.

9. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 9.1 An owner or occupier of a section or dwelling 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.
- 9.2 Notwithstanding clause 9.1 above, an owner or person authorized by him, may install:

9.2.1 any locking devices, safety gate, burglar bars or other safety device for the protection of his section; or

9.2.2 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.

10. APPEARANCE FROM OUTSIDE

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 balconies, patios, stoeps and gardens, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. This includes hanging/drying of clothes, bathroom mats, amongst other things.

11. LITTERING

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

12. LAUNDRY

12.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing line, 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.

12.2 There is a laundry facility situated next to the security house at the entrance to the estate.

13. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS CATS

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.

14. LETTING OF UNITS

All tenants of units and dwellings and other persons granted rights of occupancy by any owner or 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.

14.1 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. Where there are conflicts, the body corporate rules will take precedence.

14.2 The Trustees may impose rules regarding the operation of the short term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer such a scheme. This is to ensure that tenants staying in the complex on short term lets, adhere to the rules and regulations of the complex.

14.2.1 No letting periods less than one (1) month shall be permitted, without the prior written consent of the Trustees. The Owner shall be obliged to notify the Trustees of any short term occupancy for security purposes and the

Owner shall require the prior written consent of the Trustees before allowing any such person occupancy in the Development.

- 14.3 Within seven (7) days of concluding a lease agreement in respect of a unit, the Owner shall provide the Trustees with the following details:
- 14.3.1 The full names, address and telephone number of the tenant and other occupiers of the unit;
 - 14.3.2 The duration of the lease;
 - 14.3.3 The number of persons who will be occupying the unit;
 - 14.3.4 Confirmation that the tenants and owners are in possession of an access remote to the Development;
 - 14.3.5 Confirmation that an up to date copy of the body corporate rules (obtainable from the Managing Agent or trustees) has been included in the lease agreement).
- 14.4 Without limiting the generality of the foregoing each owner of a section who wishes to rent out his/her apartment shall ensure that:
- 14.4.1 He/she has his potential tenant screened for any criminal record/activity by a rental agency, or if no rental agency is employed by a suitable service provider, prior to such tenant occupying the apartment.
 - 14.4.2 Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be final and binding on the owner.

15 OUTSTANDING LEVIES

Levies are payable on or before the 7th of the month in advance. Interest would be raised on all outstanding levy accounts at the prime interest rate at that time plus 5% from the day that levies become outstanding. In the event of failure to pay on time, the Board of Trustees has given instruction to hand over owners to attorneys, after a letter of demand has been issued and payment is still not made. The cost to issue a letter of demand and all legal fees would be added to the owners' levy account.

16 ERADICATION OF PESTS

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 inspections, 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.

17 ROYAL ASCOT MASTER PROPERTY OWNERS' ASSOCIATION

All members and/or occupiers shall be bound by and shall ensure that they do not contravene the rules of the Royal Ascot Master Properties Owners Association insofar as they relate to the conduct of landowners and/or their tenants/occupiers, family visitors and staff.

18 BREACH

- 18.1 In the event of a member committing any breach of any of the provisions of the management, conduct or house rules made in terms of the articles of the Association and failing to remedy such breach within 3 days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or
- 18.2 Committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the management, conduct or house rules made in terms of the articles of the Association, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the members to desist from and/or not to repeat or suffer the repetition of the breach complained of;
- The board of trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting member, to take such action as may be available to it or them, either to enforce the relevant provision of the rules, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may lie against the defaulting member for the recovery of any damages or loss which The Stable Yard POA or any other member may suffer as a result of such breach and/or failure to remedy the same.
- 18.3 In the event of the Association instituting any legal action or proceedings against a member as a result of any breach of the management, conduct and/or house rules, or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society of the Cape of Good Hope from time to time.

19 THE FYNBOS RESERVE

- 19.1 No private gates from any individual unit will be permitted into the Fynbos Reserve.
- 19.2 No water from any pools that might be constructed on individual portions will be allowed to go into the Fynbos Reserve.
- 19.3 No dumping of any material will be permitted in the Fynbos Reserve.

20 BEHAVIOUR OF OWNERS, OCCUPIERS & GUESTS ETC

- 20.1 All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:
- 20.1.1 Cause a nuisance, disturbance or inconvenience to any other owner or occupier, particularly in the form of loud music, radio or TV;
- 20.1.2 Cause a ruckus after 22h00 (weekdays and weekends)
- 20.1.3 Detrimentally affect the rights, health and interests of other owners or occupiers;
- 20.1.4 If the Conduct of an Owner or an Occupier of Units or his visitors constitutes a nuisance in the opinion of the Trustees, or if an owner, occupier or a visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule. The Trustees may furnish the Owner or Occupier

with a written notice, which may in the discretion of the Trustees, be delivered by hand or by post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described and/or the Rule that has allegedly been contravened must be clearly indicated. The offender must be warned that if he or she persists in such conduct or contravention, a fine decided on by the trustees and approved at the AGM, will be imposed on the Owner or Occupier of the Unit. The fine would be imposed after a written warning was given by the Board of Trustees. The raising of the fine will be by means of an additional levy. All fines so imposed will have to be paid in full and will be treated in the same manor as a normal monthly levy i.e Should such fines not be paid, then offenders will be handed over.

- 20.2 Owners and occupiers shall be responsible for the behavior and actions of their children, guests and domestic servants and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 7 days of notice by the Trustees, to the satisfaction of the Trustees.
- 20.3 No children are permitted to play in the parking area, stairwells, lobby areas and landings.
- 20.4 No access remotes shall be given to domestic servants by Owners and/or occupiers.
- 20.5 No access code for the complex may be given to any guests/friends or supplier/delivery companies or contractors. No exceptions to this rule will be tolerated.
- 20.6 No access will be given to visitors without prior communication between the security intercom system and the occupier of the unit.
- 20.7 For occupiers without remote access to the premises, security will not allow such persons in after 48 hours of occupying the unit. All owners and tenants must therefore ensure that they have their remotes programmed and working within 48 hours of moving into their unit. Security will not be intimidated by such people and will adhere to these rules strictly.

21 INSURANCE

- 21.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 21.2 An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- 21.3 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section, any good which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

22 WARNINGS AND FINES

- 22.1 As per complaints from other residents, the occupier of a unit that is in breach of contract will be warned. Only one warning will be given prior to a fine being issued. Every fine will be preceded by only one warning. Both owners and tenants (if applicable) will be copied on any warnings and fines.
- 22.2 Failure to adhere to the warning will result in a fine as agreed upon at the AGM. This amount will be payable to the body corporate, together with any outstanding levies. Failure to pay the fine will

result in interest being charged to the owners account at prime plus 5%. Refer to section 15 & 19.1.4 above.

23 GENERAL

- 23.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any Owner or occupier of a section/erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities nor any act done or caused by any neglect on the part of the Trustees or any of the Trustees employees, servants, agents or contractors.
- 23.2. The electric fence has been installed by the Board of Trustees to enhance the activation of this alarm will be considered as serious offence and will be dealt with as such. The Board of Trustees will not be held liable for any injury and or death sustained to persons coming in contact with the fence.
- 23.3 The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 23.4. No firearms or pellet guns may be discharged on the common property.
- 23.5 An Owner shall not use or permit his home to be used for any purpose which is criminal and or injurious to the reputation of the scheme. Or that would devalue the scheme. Or that inhibits the enjoyment of use for any resident in any section.
- 23.6 All complaints, pertaining to the violation of these rules, or any other cause of concern must be in written form, addressed to the Managing Agents for the attention of the Chairperson.