

THE BOSK CONDUCT RULES

THE BOSK CONDUCT RULES AGREEMENT

1 DEFINITIONS & INTERPRETATION

1.1 In these Conduct Rules, unless inconsistent with or otherwise indicated by the context –

1.1.1 “**Act**” means the Sectional Title Act 95 of 1986, as amended from time to time, and any regulations made and in force thereunder;

1.1.2 “**Body Corporate**” means the Body Corporate as determined in Section 3 to 9 of the Management Act;

1.1.3 “**Chairperson**” means the chairperson of the board of Trustees, as contemplated in the Management Rules;

1.1.4 “**Common Property**” or “**Common Areas**” means the common property of the Scheme as indicated on the Sectional Title Plan;

1.1.5 “**Constitution**” means the constitution of the Master Association, as amended from time to time;

1.1.6 “**Controlling Architect**” means an architect as nominated and appointed by the Developer from time to time;

1.1.7 “**Developer**” means the Developer as defined in the Constitution of the Management Rules;

1.1.8 “**Development**” or “**Neighbourhood**” means the mixed-use land development to be carried out and developed by the Developer on Remainder of Portion 33 of the farm Cloetesdal No 81, in the Municipality and Division of Stellenbosch, Province of the Western Cape and to be known as *Newinbosch Neighbourhood*, and includes any further developments incorporated as part of the Master Association;

1.1.9 “**Employees**” mean any employee or contractor employed or appointed by Homeowners and/or Residents from time to time;

1.1.10 “**Electronic Funds Transfer**” (hereafter “**EFT**”) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification;

- 1.1.11 “**Fines**” are issued in writing for transgression of Conduct Rules at the discretion of the Trustees;
- 1.1.12 “**Homeowner**” or “**Owner**” means the registered owner of a Unit;
- 1.1.13 “**Improvements**” mean any structure of whatever nature constructed or erected or to be constructed or erected on a Unit. This includes landscaping work done , additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.;
- 1.1.14 “**Local Authority**” means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is the Stellenbosch Municipality;
- 1.1.15 “**Management Act**” means the Sectional Title Schemes Management Act No 8 of 2011, as amended from time to time, and any regulations made and in force thereunder;
- 1.1.16 “**Managing Agent**” means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate ;
- 1.1.17 “**Member**” means every registered Owner of a Sectional Title Unit and if a Member consists of more than one person such persons shall be jointly and severally liable *in solidum* for all obligation in terms of the Management Rules;
- 1.1.18 “**Master Association**” means the Newwinbosch Master Homeowners’ Association established in respect of the Development in terms of section 29 of the Stellenbosch Municipality Land Use Planning By-Law, 2015 and includes its duly appointed employees, contractors or agents;
- 1.1.19 “**Neighbourhood Rules**” mean the set of rules & regulations formally documented and as amended by the Master Association from time to time that govern all conduct on the Neighbourhood and as set out in this document and the appendices hereto from time to time;
- 1.1.20 “**Purchaser**” means the person/s or entity entering into a Deed of Sale to purchase a Unit in the Scheme;
- 1.1.21 “**Resident**” means any person who is a Resident in the Scheme and includes Owners/Members and members of their families, their guests and tenants;
- 1.1.22 “**Scheme**” the sectional title scheme to be known as, The Bosk and to be established on Erf 18093 Stellenbosch;

- 1.1.23 “**Sectional Title Unit**” means a unit in a sectional title scheme established on the Development in accordance with the provisions of the Sectional Titles Act, No 95 of 1986;
- 1.1.24 “**Trustees**” means the Developer Trustees and the Member Trustees of the Body Corporate, from time to time, as defined in the Management Rules, and includes alternate and co-opted Trustees;
- 1.1.25 “**Unit**” means a Sectional Title Unit in the Scheme, which form part of the Neighbourhood;
- 1.1.26 “**Vehicle**” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.27 “**Visitor**” means any person entering the Scheme who is not a Member, Employee or Owner;
- 1.1.28 “**Website**” means the Newinbosch website at www.newinbosch.co.za;
- 1.1.29 words importing the singular shall include the plural and *vice versa*;
- 1.1.30 words importing natural persons includes legal persons and partnerships and *vice versa*;
- 1.1.31 words importing masculine gender includes all other genders;
- 1.1.32 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time; and
- 1.1.33 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2 The clause headings in these Conduct Rules have been inserted for reference purposes only and shall not affect the interpretation of any provision of these Conduct Rules.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Conduct Rules, notwithstanding that it is only contained in this interpretation clause.

- 1.5 If any period is referred to in these Conduct Rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.6 Expressions defined in these Conduct Rules shall bear the same meanings in any annexure hereto which does not contain its own definitions.
- 1.7 Should a discrepancy exist between the Conduct Rules and the Management Rules, the Management Rules takes preference.

2 INTRODUCTION

- 2.1 The Conduct Rules are designed to protect the interest and capital investment of all the Members of The Bosk Sectional Title Scheme.
- 2.2 The powers of the Body Corporate include the power to do all things reasonably necessary for the enforcement of these Conduct Rules and for the control, management and administration of the Common Property of The Bosk Sectional Title Scheme.
- 2.3 The Trustees are entrusted by the Body Corporate to ensure such control, management and administration and is assisted by a Managing Agent.
- 2.4 It is the responsibility of every Owner to ensure that all Residents, guests and Employees on his property abide by these Conduct Rules.
- 2.5 The Bosk Sectional Title Scheme forms part of the greater Newinbosch Neighbourhood and all members will also be members of the Newinbosch Master Homeowners' Association ("the Master Association"). All Members will in addition to these Conduct Rules also be bound to the Newinbosch Master Homeowners' Association Constitution and Neighbourhood Rules.

3 OTHER DOCUMENTS

- 3.1 Other documents that must be read in conjunction with these Conduct Rules are:
- 3.1.1 the Constitution of the Master Association;
- 3.1.2 the Master Association Neighbourhood Rules;

3.1.3 Conduct Rules Transgression Chart;

3.1.4 Management Rules.

3.2 All persons entering the Scheme agree to abide by the relevant provisions of the Management and Conduct Rules. Where reference is made in any of these provisions of the Management and Conduct Rules to the word “Member” or the word “Owner”, such reference is deemed to be a reference to any person who has entered the Scheme.

4 CONTACT DETAILS

4.1 All Owners and Residents are required to provide the Trustees and/or Managing Agent with a registered e-mail address or cell phone number, and an e-mail or SMS or WhatsApp or similar direct message properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.

4.2 Owners and Residents are to notify the Trustees and/or Managing Agent of changes in such address/number.

4.3 Owners and tenants will receive a Digital Key to access the Newinbosch Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received (24) twenty-four hours after dispatch, unless the contrary has been proven.

5 DOMICILIUM

For the purposes of receiving any notice or process to be delivered in terms of these Conduct Rules, any person residing in the Scheme chooses as his/her/its *domicilium citandi et executandi* the address of the Section at which such person is residing. Documents delivered by hand to such Section will be deemed to have been received on the date of delivery thereof.

6 DISTURBANCES

6.1 Any conduct, which disturbs or tends to disturb the peace and tranquillity of Scheme and Residents is not permitted.

6.2 Excessive and unnecessary noise by Vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the Trustees and/or Managing Agent in their sole and unfettered discretion

from time to time, as well as other sources attributable to a Resident constitutes a disturbance of the peace in terms of these Conduct Rules.

7 DOMESTIC REFUSE

- 7.1 The Neighbourhood has been certified as a “Green” development with by the Green Building Council South Africa (“**GBCSA**”) and as such the Master Association pursues a just transition from a high carbon to lower carbon environment while being kinder to the environment. Therefore, the Scheme, as a guiding ethos, endeavours to reduce its collective impact on the environment by pursuing a waste reduction, waste management and recycling regime. It is incumbent on each Homeowner and Resident to abide by the reuse, reduce and recycling methodology of the Master Association in this regard and to this end:
- 7.1.1 each Homeowner will be provided with a kitchen waste bin which will require the Homeowner to separate wet waste; recycling waste and “black bag to landfill” waste;
- 7.1.2 each Homeowner will be furnished with a container or containers, to separate the waste accordingly;
- 7.1.3 it is recorded that all wet waste, like kitchen cuttings, will be used in the neighbourhoods and picked up by staff of the Master Association for the purposes of the development of compost; and
- 7.1.4 the exact rhythm and infrastructure for such a system is still to be finalised.
- 7.2 All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors, provided that the Trustees and/or Managing Agent may, from time to time, by notice in writing to all Residents –
- 7.2.1 prescribe the type and size of refuse containers to be obtained and used;
- 7.2.2 provide directions in regard to any place designated for refuse removal; and
- 7.2.3 require the payment of a reasonable charge for the provision of such containers.
- 7.3 By virtue of the high number of EDGE, Sustainable Precinct, Net Zero Ecology and Green star building enrolments and certification by the GBCSA each Homeowner shall comply with the requirements imposed by the GBCSA as provided for in the constitution of the Master Association from time to time to retain EDGE requirements to ensure that the Neighbourhood does not lose its status as such.

- 7.4 It shall be the duty of every Resident to ensure that any direction given by the Trustees and/or Managing Agent from time to time is observed and implemented.
- 7.5 Where, in the opinion of the Trustees and/or Managing Agent, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Trustees and/or Managing Agent shall give the Resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.

8 ANIMALS

- 8.1 Only domestic animals posing no danger, noise or odours may be kept. Only 1 (one) small or medium size dog or cat may be kept on/in a Unit.
- 8.2 Only dogs which, when fully grown, measure less than 50cm (fifty centimetres) from floor to top of shoulder, will be allowed in the scheme.
- 8.3 The Body Corporate reserves the right not to allow dangerous dogs e.g. pit bull terriers, Rottweilers and Boerboels as pets in the Scheme, but the Homeowner or Resident who owns such dog/s may apply to the Body Corporate to grant permission for such dog/s to be kept as pet in the Scheme. A written motivation will accompany such application and will be assessed and decided on by the Trustees in its sole discretion, who shall communicate their finding to the relevant Homeowner or Resident.
- 8.4 No breeding of dogs or cats is allowed in the Scheme unless otherwise agreed to by the Body Corporate following an application and motivation from the Homeowner or Resident, which consent shall not be unreasonably withheld.
- 8.5 Visitors are not allowed to bring any animals into the Scheme, with the exception of a guide dog.
- 8.6 All dogs and cats shall at all times bear a tag, which shall reflect the name, telephone number and Unit number of the relevant Homeowner or Resident.
- 8.7 All domestic animals must be chipped and a certificate of such chip, with the necessary identification codes must accompany the registration of an animal in the Scheme.
- 8.8 No aviaries are allowed.
- 8.9 No reptiles, farm animals, rodents (except hamsters or Guinea pigs kept in a cage) or any exotic pets may be brought into the Scheme or kept. If animals are brought into or found in the Scheme contrary to

the provisions of these Conduct Rules or if any animal creates a nuisance to other Residents, the Body Corporate shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:

- 8.9.1 require the relevant Homeowner or Resident to remove the animal from the Scheme; and/or
 - 8.9.2 itself remove the relevant animal from the Scheme and to claim all costs so incurred from the relevant Homeowner or Resident.
- 8.10 Dogs:
- 8.10.1 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant Homeowner's or Resident's Unit.
 - 8.10.2 Dogs shall not be allowed on Common Areas and servitude areas unless under strict control and on a leash. If any dog digs holes and/or otherwise damages Common Areas, the relevant Homeowner or Resident shall be required to repair the damage. The following dog species, mixed breed or pedigree are not allowed in the Scheme, Pit-bull terriers, Rottweilers and Boerboels. The Neighbourhood's Veterinary advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with this rule.
 - 8.10.3 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
 - 8.10.4 Dogs found hunting or harassing wildlife will be required to be removed from the Scheme.
- 8.11 Cats:
- 8.11.1 All cats need to have a securely attached collar with an effective bell to limit hunting success as well as a tag displaying the owner's name, address and phone number.
 - 8.11.2 All cats need to be neutered / spayed and registered with the Body Corporate. Application to register with the Body Corporate must be accompanied by a confirmation letter from a registered veterinarian stating that the animal is neutered/ spayed.
 - 8.11.3 Problem cats or cats found wandering will be humanely trapped and impounded by the Master Association Compliance Officer. Where cats are a nuisance to other Residents, the relevant provisions of the transgression chart will be applied.

- 8.11.4 Any damage caused by problem cats to other Residents' property will be for the account of the cat owner.

9 SECURITY

- 9.1 Security personnel are there for the safety and protection of the Neighbourhood, its employees, Residents and assets. They control access to the Neighbourhood and all employees, contractors, visitors, tenants and Residents must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the Trustees and/or Managing Agent.
- 9.2 No person shall do anything which is or might be prejudicial to the security of any Resident. Any action and or incident that might have a negative effect to the security of the Scheme and the Neighbourhood and its Residents or Employees must immediately be reported to the Trustees and/or Managing Agent.
- 9.3 It is in the best interest of all Residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, Residents are requested to contact the offices of the Master Association for assistance through the appropriate channels.
- 9.4 No Vehicles or persons shall enter or leave the Neighbourhood at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the Manager or Security Manager of the Master Association.
- 9.5 Vehicles are subject to be searched at any time when necessary.
- 9.6 Vehicles entering the Neighbourhood will from time to time be inspected by Security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter the Neighbourhood or the Scheme.
- 9.7 The Manager and Security Manager of the Master Association may make Neighbourhood Rules or temporarily alter Neighbourhood Rules as deemed fit in their discretion to enhance, manage and improve the security of the Neighbourhood. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The Guest Enrolment System will allow guests to enter and exit the Neighbourhood's main entrance gate by using

a unique one-time pin code, generated by the Resident. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the Constitution and Neighbourhood Rules of the Master Association. Visitors to the Neighbourhood that intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to Residents, Owners or Employees and other persons if, in the discretion of the Security Manager of the Master Association, it is necessary.

9.8 Contractors may only enter the Neighbourhood through the contractors' gate or as indicated.

9.9 All Vehicles entering and/or leaving the Neighbourhood shall stop at the vehicle entrances. No Vehicle shall enter the Neighbourhood unless admitted by the guard on duty at the gate, except where the Master Association has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.

9.10 Any contractor or employee who has been engaged or employed by a Homeowner or a Resident to supply goods or services on the Neighbourhood will be required to apply to the Security Manager for permission to enter the Neighbourhood before being permitted access to the Neighbourhood. The contractor or employee concerned will be required to complete an application form and will be required to submit an original police clearance certificate, certified copy of his/her identity document or passport and submit himself/herself to fingerprints to be taken by the Security Manager and/or his delegate together with his or her application for access to the Neighbourhood. No contractor or employee may enter the Neighbourhood unless and until his/her application for access has been approved in writing by the Security Manager. Contractors or employees who have not been on the Neighbourhood for six consecutive months or more will be required to reapply to the Security Manager for permission to access the Neighbourhood.

9.11 Facial Recognition Access (alternative: NFC Access)

It is mandatory for everybody working or residing at the Neighbourhood to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the Neighbourhood are entitled to be enrolled.

9.12 Electronic Booms

9.12.1 The vehicle entry lanes are each equipped with electronic booms. The boom will open once a person, who has right of access, is allowed access via the access control system which is available at each entry and exit lane.

9.12.2 People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

9.13 Close Circuit Television View (CCTV)

9.13.1 Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all Vehicles and people entering and exiting through the access points.

9.13.2 All persons working or residing in the Scheme must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains particularly to nudity and damage to property by any owner, occupant or their families and visitors.

9.14 Electric Fencing

The Neighbourhood is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the Neighbourhood and is equipped with sufficient warning signs to warn people to stay away. People working or residing in the Scheme must take note that the fence is live at all times.

9.15 Alarm Systems

9.15.1 Burglar alarms must be in a sound working condition and comply with any regulations which the Master Association may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment).

9.15.2 Armed response service providers are limited to the onsite security response team. Outside Armed Response will not be effective as they would have to go through an enrolment process each time they enter the Neighbourhood. Outside Armed Response will be limited to the names on the Master Association's list of preferred suppliers.

10 VISITORS AND EMPLOYEES

- 10.1 All Residents shall make use of the Guest Enrolment System to allow their visitor's access to the Neighbourhood and the Scheme. It will be the responsibility of the Owner/tenant to register on the Guest Enrolment System. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to the Neighbourhood and the Scheme. Any Guest or Visitor who is not in possession of a guest code and who is required to be scanned in to gain access will be required to present a valid driver's licence and the Vehicle must be correctly licenced. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a *bona fide* visitor to the Resident's own premises, where the Resident will be physically present at the time of the visit.
- 10.2 The right of admission to the Neighbourhood and the Scheme shall be under the control of the Master Association that may on any reasonable grounds deny any person access to the Neighbourhood and the Scheme.
- 10.3 Employees are obliged to abide by these Conduct Rules and the Management Rules. Residents are obliged to supply their Employees with copies of these Conduct Rules and Management Rules and to ensure that they are aware of all the provisions.
- 10.4 Residents are required to notify the Body Corporate of and to provide full details of any Employees who reside in the Scheme.
- 10.5 If the security guard on duty has no record of the arrival of any Employees, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant Resident to admit the Employee concerned to the Neighbourhood and the Scheme. If such authority is not obtained the security guard will be entitled to refuse such Employee access to the Neighbourhood and the Scheme.
- 10.6 A Resident will not be able to enter a precinct of the Neighbourhood with a vehicle if such Resident does not live in that precinct. Should they need to access that area, the occupant of the house they are visiting will have to generate a visitor's code for the visitor.
- 10.7 Visitors to communal facilities in the Neighbourhood will similarly only be granted access to use or visit such facilities which they intent to make use of or visit and the necessary visitors code/s will be generated for them to access such facilities.

11 TRAFFIC

- 11.1 The movement and control of traffic and pedestrians are subject to these Conduct Rules and such further directives as may be made by the Trustees and/or Managing Agent with regard thereto.
- 11.2 Subject to consent being obtained from the Trustees and/or Managing Agent, heavy vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on weekdays. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 11.3 A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the Body Corporate where this is deemed necessary. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorised by the Master Association to stop speeding motorists and issue a contravention in terms of the Neighbourhood Rules Transgression Chart. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the Neighbourhood Rules Transgression Chart. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening. Persons, animals and birds shall at all times have the right of way on and about the Neighbourhood. Vehicles shall be brought to a stop whenever necessary.
- 11.4 The Body Corporate may by means of appropriate signage give directions as to the use of roads or any portion of roads on the Scheme. Failure by any person to obey such signage shall constitute a contravention of these Conduct Rules.
- 11.5 No person shall drive or ride any Vehicle within the Scheme in such a manner that would constitute an offence under any traffic ordinance. All Vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, Vehicles emitting excessive noise, smoke and/or oil are prohibited.
- 11.6 The driving of Vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the Body Corporate for that purpose. All unlicensed motorbikes and quad bikes may not be driven in the Scheme.

- 11.7 The Trustees and/or Managing Agent reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their sole discretion deem necessary from time to time.
- 11.8 Parking
- 11.8.1 Parking will only be allowed in areas designated for such purpose by the Body Corporate by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no Vehicle shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on the Scheme verges.
- 11.8.2 No person shall park or store any caravan, boat, truck or lorry within the Scheme, except with the consent of the Trustees and/or Managing Agent.
- 11.8.3 No trailers, caravans or boats shall be brought into the Scheme, except with the consent of, and subject to, such conditions as may be prescribed by the Body Corporate from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere in the Scheme.
- 11.8.4 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.
- 11.8.5 Should a Vehicle be parked or abandoned in breach of the Conduct Rules or Management Rules –
- 11.8.5.1 the Trustees and/or Managing Agent may impose the applicable warning / fine on the owner of, or on the person responsible for, the Vehicle;
- 11.8.5.2 the Trustees and/or Managing Agent may have the Vehicle's wheels clamped at the risk and expense, including the payment of a **release fine of R500.00**, of its owner or of the person responsible for it; and/or
- 11.8.5.3 the Body Corporate may apply for a court order at the cost of the owner of, or of the person responsible for, the Vehicle to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the Vehicle.

12 COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 12.1 No person shall do anything or omit to do anything that may, in the opinion of the Body Corporate, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Residents.
- 12.2 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the Body Corporate for that purpose. Fires may not be lit on any Units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 12.3 No person shall (without the prior written authority of the Body Corporate) pick or plant any flowers or plants on or about the Common Areas.
- 12.4 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device in the Scheme. Hunting and trapping in any manner is strictly prohibited, provided that the Body Corporate and/or the Developer may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 12.5 No person shall anywhere in the Scheme disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 12.6 Fishing in any of the dams is permitted on a catch-and-release basis, but restricted to Homeowners or Residents and their accompanied Visitors only and subject to the specific rules made by the Manager of the Master Association concerning fishing from time to time.
- 12.7 No temporary structures (tree houses) as defined by the National Building Regulations may be erected in the Common Areas.
- 12.8 No swimming or fishing is allowed in the fishponds, lakes and or any water features on the Neighbourhood other than where signage indicates that such activities are allowed.
- 12.9 Periodically certain dams will have a “No Fishing and/or No Disturbance” sign posted for ecological reasons. Strict compliance with these signs must be observed at all times. No broken or discarded

fishing line may at any time be left in the Common Area. This must be removed or deposited in the nearest dustbin.

13 GENERATORS

13.1 No Homeowner or Resident may install, cause or allow to be installed a generator in their Units, on the roof of their Units, on their balconies and/or patios or exclusive use areas.

14 LETTING

14.1 These Conduct Rules apply to and are binding upon all tenants. An Owner (or his agent) who intends to let a Unit shall furnish his tenant with a copy of these Conduct Rules.

14.2 The Body Corporate has to give its approval prior to any Unit being let.

14.3 The Body Corporate must approve the occupation in writing of a permanent Unit for financial gain as a rental (leasing) no matter how short the period is.

14.4 Short term letting, i.e. for a period of 30 (thirty) days or less, but for a minimum of 3 (three) nights per stay, will be allowed subject to tenants complying with the Master Associations' security protocols and rules from time to time in respect of such leases, which will include – .

14.4.1 short term tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;

14.4.2 the relevant written rental agreement and proof of payment has to be submitted to the Body Corporate as confirmation of the duration of stay; and

14.4.3 a fee will be charged for registering each new short term tenant on the access control system.

14.5 Each Unit may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social visitors from time to time. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Unit as accommodation, or to form a commune, or similar live-in arrangement.

14.6 Members or their agents shall give the Body Corporate prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those Members. Every tenant and/or guest shall be required to register at the offices of the Manager of the Master Association within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these Conduct Rules and the Neighbourhood Rules and acknowledges that these Rules are binding on him as well as the Gatehouse Enrolment & Indemnity.

14.7 If any tenant, guest, employee or other invitee of any Member fails to comply with any of the provisions of these Conduct Rules, the Body Corporate shall be entitled to deny that tenant, guest, employee or other invitee access to the Scheme.

14.8 Tenant Approval

14.8.1 Members of the Body Corporate shall ensure that no tenants are allowed occupancy in the Scheme, unless such tenants have been approved by the Body Corporate and the appropriate administration fee paid. The same Body Corporate approval will be required for any renewals of lease agreements and a renewal fee will be payable to the Body Corporate before access is extended.

14.8.2 The proposed tenants will be required to complete an application form provided by the Body Corporate as part of the official Master Association Tenant Leasing Procedure pack, which include all other required documents to be completed. A written undertaking must be given by such tenant to comply with the provisions of both the Management and Conduct Rules and regulations made and determined in accordance therewith.

14.8.3 The proposed tenants will also be required to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the Security Manager of the Master Association and/or his delegate for the purpose of doing a criminal and/or background check.

15 DAMAGE AND VANDALISM

15.1 Damage to any property of the Body Corporate by an Owner or Resident will be for the account of the offender or the legal guardians of minors who are responsible for such damage.

- 15.2 The Body Corporate has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts:
- 15.2.1 all damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor;
 - 15.2.2 should damage be caused to the property of an Owner within the Scheme, the Body Corporate will provide the Owner and Resident with all the information at its disposal with regards to such damage; and
 - 15.2.3 any legal action against the perpetrator will then be at the discretion of the Owner.

16 CONDUCT

- 16.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose.
- 16.2 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Trustees and/or Managing Agent to other Residents.
- 16.3 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 16.4 All building work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Body Corporate. Loud music and other undue noise are not permitted.
- 16.5 In order to maintain the low density Residential nature, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any Unit in the Scheme.

17 SYNDICATION OWNERSHIP

Syndication ownership both direct and indirect of a Unit is at all times limited to 4 (four) natural persons.

18 COMMERCIAL ACTIVITIES

- 18.1 No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Unit without the prior written consent of the Trustees and/or Managing Agent.

- 18.2 No advertising board or signs, including business signage of any nature, may be displayed on or about the Scheme without the Body Corporate's approval.
- 18.3 No "For Sale" signs or any signage pertaining to the sale of Units except that of the sales agencies duly mandated by the Developer or approved to operate in the Neighbourhood by the Master Association may be displayed in the Scheme or on private Units or affixed to any buildings.
- 18.4 No door to door canvassing and/or selling are permitted.

19 ELECTRONIC EQUIPMENT

The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services in the Scheme are prohibited.

20 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 20.1 No person shall bring or permit any person to bring any substances into the Scheme or permit the storage of any substances in the Scheme which may constitute a fire hazard or a threat to the health of any Resident or other person or which may result in the contamination of the Scheme.
- 20.2 Fireworks are strictly prohibited.
- 20.3 Each Unit must have at least two 4.5 kg DCP fire extinguisher on the premises.

21 AIRCRAFT LANDING

- 21.1 For security reasons and the protection of privacy of Residents, no aircrafts (including drones) are permitted to be operated within the Scheme.
- 21.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the Body Corporate.

22 ELECTRICITY SUPPLY AND SOLAR PANEL SYSTEMS

- 22.1 If the Developer or the Master Association is unable to secure a reliable alternative energy system for the Neighbourhood the electricity infrastructure of the Network will be transferred to the Local Authority, but if the Developer or the Master Association secures an alternative energy system for the

Neighbourhood, the reticulation will be owned by the Master Association and leased to an energy and utility company.

- 22.2 If the electricity infrastructure is transferred to the Local Authority, it will be owned and maintained by the Local Authority and the Body Corporate must apply for their electricity connection directly from the Local Authority subject to all the terms conditions and fees of the Local Authority. Faults must be reported directly to the Local Authority.
- 22.3 The Developer or its nominee reserves the right to own the solar panel systems installed on all buildings in the Scheme ("**Solar Panel Systems**") and the Resident may not interfere with or remove the Solar Panel Systems and will not install additional Solar Panel Systems without the prior written consent of the owner of the Solar Panel Systems (i.e. the Developer or its nominee). Ownership of the solar panel systems within the Scheme, will be registered by way of a notarial deed of servitude and/or long term lease agreement in favour of the Developer or its nominee.
- 22.4 The Resident shall give reasonable access to the Developer or its nominee to maintain and replace the Solar Panel System installed on the Resident's Unit if and when required in the reasonable opinion of the Developer or its nominee.
- 22.5 The Developer and/or its nominee shall have the exclusive right to, for the benefit of the Scheme, install a solar infrastructure on or along any suitable structures or portions of the Scheme or procure same to be done, which structures shall include, but not be limited to, the roofs, carports (or similar parking structures) and/or the roofs or other suitable structures or portions of the Scheme forming part of the Common Property and/or Common Property Infrastructure or the exclusive use areas attached to any units in the Scheme owned by the Developer or its nominee, as the case may be.
- 22.6 The Developer and/or its nominee will be responsible for the management, maintenance, replacement/s or repair of any and/or all of the solar panel system for so long as ownership thereof vests in the Developer and/or its nominee.
- 22.7 Alternatively, should the Developer and/or its nominee relinquish ownership of the solar panel system and transfer ownership of the solar panel system to the Body Corporate, the upkeep, maintenance, replacement or repair thereof will be the sole responsibility of the Body Corporate who shall be obligated to budget accordingly for these items.

22.8 No Member/s, the Association or any other person shall be entitled to object (or procure same to be done) against the reasonable exercise by the Developer and/or its nominee of its rights under this clause 22.

23 WATER

23.1 The Body Corporate shall not be liable for damages, expenses or costs caused to Residents for any interruption in supply.

23.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

23.3 No person, other than a person specifically authorised thereto by the Body Corporate in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.

23.4 The Body Corporate may, without notice, disconnect any Unit temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.

23.5 The Owners shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each Unit at a charge determined from time to time by the Body Corporate. Procedures, costs and all other aspects relating to the system utilised in the Scheme shall be determined from time to time by the Body Corporate and communicated to Members by the Trustees and/or Managing Agent. Collection of rainwater is permitted, provided that the design of such method is permitted by the Body Corporate.

23.6 In order to effectively manage water resources, no borehole may be sunk in the Scheme nor any existing borehole used for any purpose whatsoever.

23.7 The Master Association shall take all reasonable steps to procure and maintain an adequate supply of water to Owners or Residents, but does not guarantee that same will always be maintained.

23.8 The Body Corporate shall not be liable for damages, expenses or costs caused to Residents due to flooding and excess storm water.

24 LEVIES

- 24.1 Levies are payable by Owners monthly in advance by bank debit order on the first day of each month into the bank account of the Body Corporate.
- 24.2 The Body Corporate reserves the right to implement a wallet system for the payment of levies, which will include payment of electricity and water will also be billed. This will work on the basis that where levy payments are not up to date, the Homeowner or Resident might not be able to purchase water and electricity.
- 24.3 Levy and water accounts will be sent electronically and it will be the Owner's responsibility to ensure all their details are correct and up to date. The Trustees and/or Managing Agent will not take responsibility if an Owner did not receive an account.
- 24.4 Any amount not paid on due date shall attract interest at a rate determined by the Trustees until payment has been received.

25 WARNINGS AND PENALTIES

- 25.1 Warnings and Penalties are issued according to the Scheme Rules Transgression Chart. They are to be paid into the Body Corporate's account within 30 days from date of being issued. If an Owner feels the Fine is unwarranted they may appeal in writing to the Trustees but the FINE must be paid in the meantime.
- 25.2 The Body Corporate shall investigate (in such manner as it deems fit) written complaints received from Residents relating to the behaviour and/or conduct of other Residents and persons on or about the Scheme and shall take such steps with regard thereto as it may deem fit. The Body Corporate shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these Conduct Rules or any conditions imposed by or directives given by the Body Corporate in terms of these Conduct Rules, the Body Corporate shall be entitled (without limiting any other rights afforded to them in terms of these Conduct Rules) to impose a Fine as may be approved by the Body Corporate from time to time on the person concerned.
- 25.3 If the person concerned is a family member, guest, tenant or other invitee of a Member, that Member will be liable for payment of such Fine. Any Fine imposed on a Member and/or his family members, tenant,

guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the Body Corporate forthwith on demand.

26 ENFORCEMENT OF THE CONDUCT RULES

- 26.1 For purposes of the enforcement of any of the Conduct Rules, the Trustees and/or Managing Agent may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Conduct Rules of which a Resident may be guilty, and the Trustees and/or Managing Agent may take such action, including court proceedings, as it may deem fit.
- 26.2 In the event of any Member disputing the fact that he has committed a breach of any of the Conduct Rules or in the event of any Member appealing against a penalty, an ad hoc committee comprising of 3 (three) Trustees, will be appointed by the Chairperson for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct. Proceedings will take place without legal representation.
- 26.3 Notwithstanding the above proceedings, the Trustees reserve the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the Body Corporate.
- 26.4 Notwithstanding the foregoing, the Trustees may in the name of the Body Corporate enforce the provisions of any Conduct Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

27 GENERAL CONDUCT RULES

- 27.1 In general, where no specific Conduct Rules have applicability, the Trustees reserve the right to make Conduct Rules from time to time that he may deem necessary subject to the approval of the Trustees.
- 27.2 The Trustees reserve the right to amend these Conduct Rules from time to time in such manner as they deem necessary.

28 WAIVER AND INDEMNITY

- 28.1 **The Resident, in his personal capacity and on behalf of all other persons and/or children in his care or under his control, hereby –**

- 28.1.1** acknowledges that the use of any common areas of the Scheme are associated with inherent risks and must be used with caution and that such common areas and facilities are used at own risk;
- 28.1.2** indemnifies –
- 28.1.2.1** the Body Corporate, its trustees, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers, and permitted assigns; and
- 28.1.2.2** the Developer, its directors, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers and permitted assigns,
- (each hereinafter referred to as an “Indemnified Party”);
- 28.1.3** holds each Indemnified Party harmless against all and any death, injuries, losses, liabilities, claims, demands, judgements, damages, fines, suits, actions, costs, and expenses (hereinafter collectively referred to as “Loss”) based upon or resulting from any claim made against any Indemnified Party in respect of or in connection with or arising from the use of any common area in the Scheme, specifically including but not limited to consequential damages or loss suffered and including legal costs (on attorney and own client scale) incurred by the Indemnified Party.
- 28.2** The Resident hereby waives any claims against the Indemnified Parties as a result of any Loss arising from the use of any common area in the Scheme, and the use thereof by the Resident, his family members, visitors, invitees, or employees, and the Resident acknowledges that aspects or components of the common area may from time to time have to undergo repairs and will not always be without defects, and the Resident confirms that he will not hold an Indemnified Party liable for any Loss so arising.

INITIAL: _____

29 ACCEPTANCE

I, the undersigned

Resident / employee of Sectional Title Number _____

hereby accept all these terms, conditions and rules. I also acknowledge that the Trustees do have the authority to amend the Conduct Rules and the Scheme Rules Transgression Chart by virtue of the Management Rules of the Scheme and I agree that I am equally bound by any changes made in good faith by the Trustees in the future to the Conduct Rules and agree to abide by them. I understand that a copy of the latest amended version of the Conduct Rules is available upon request from the Body Corporate.

Date:

Place:

Conduct Rules Transgression Chart

NO.	DESCRIPTION	PENALTY
1	DISTURBANCES (Warnings for First Offence)	
a	Domestic noise (loud music, partying, etc): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc): Third Offence	R 1000.00
e	Domestic Animal noise disturbances (excessive dog barking)	R 1000.00
2	DOMESTIC REFUSE & WASTE (Warnings for First Offence)	
a	Dustbins not kept in courtyard	R 300.00
b	Refuse, boxes and materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened	R 300.00
3	ANIMALS	
a	Dogs roaming/walking without a leash: First Offence	R 1000.00
b	Dogs roaming/walking without a leash: Second Offence	R 2000.00
c	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from Neighbourhood
d	Dogs attacking Residents, animals, contractors	Steps to remove animal from Neighbourhood
e	Dog & Cat defecating in public without cleaning up by owner	R 500.00
f	Dog & Cat not wearing tag	R 500.00
g	Cat causing nuisance to the Scheme or other Residents: First Offence	Warning
h	Cat causing nuisance to the Scheme or other Residents: Second Offence	R 1000.00
i	Cat causing nuisance to the Scheme or other Residents: Third Offence	Steps to remove animal from Neighbourhood
j	Farm like animals, reptiles or any exotic pets/incorrect breed kept in Unit	R 1000.00 and steps to remove animal from Neighbourhood
4	RESIDENTS, DEVELOPER & CONTRACTOR: EMPLOYEES (Warnings for First Offence)	
a	Employees not enrolled on the Access control system	R 500.00 for each day of non-compliance
b	Contractors not confining themselves to their designated work areas	R 500.00

5		TRAFFIC & TRANSPORT VEHICLES				
a	Kilometres / hour	1 st Transgression	2 nd Transgression	3 rd Transgression	4 th Transgression	
	31 – 35 km/h	R 500.00	R1000.00	R2 000.00	R10 000.00	
	36 – 40 km/h	R1 000.00	R2 000.00	R4 000.00	R10 000.00	
	41km/h and above	R2 000.00	R4 000.00	R5 000.00	R10 000.00	
b	Reckless driving (not abiding by traffic rules)					R 1000.00
c	Cutting Traffic Circles					R 500.00
d	Illegal parking & driving, e.g. verges, open areas, private parking lots, Hospitality Area					R 500.00
e	Caravans or Boats parked visible on driveway or road					R 500.00
f	Privately owned vehicles not driven by a licensed driver: First Offence					R 1000.00
g	Privately owned vehicles not driven by a licensed driver: Second offence					R 2000.00
h	Verbally abusing, disrespecting or challenging the Speed Control Officer					R 1000.00
6	ENVIRONMENTAL					
a	Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven					R 1000.00
b	Burning of plant material or waste on private properties					R 1000.00
c	Oil spillages on roads					R 500.00 & Clean-up Cost
d	Damages to Neighbourhood Irrigation					R 1000.00 & Repair Cost
e	Illicit use of Neighbourhood Irrigation water					R 2000.00
f	Littering					R 300.00
7	BUILDING & AESTHETICS					
a	Alterations & Maintenance not in building hours					R 500.00
b	Alterations to existing properties without approval					R1000.00 & referred to Building Committee
c	Aesthetic additions to properties without approval					R1000.00 & referred to Aesthetics Committee

d	Non-approved plants & trees added to landscaping	R300 & referred to Landscaping Committee
e	Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair	After 48 hours' notice, R500.00
f	Maintenance of House and/or Garden not in accordance to a standard acceptable to the Body Corporate, 30-day Notice to comply	After 30-day notice, R500.00 per day of non-compliance
g	Trampoline including poles & safety netting visible from road / common property / other erven, 7-day Notice to comply	R300 per week of non-compliance
9	DAMAGE AND VANDALISM	
a	Damage to any property of the Body Corporate except as expressly otherwise stated elsewhere in this chart	Repair cost
b	Damage to any electrical equipment in the Scheme e.g. solar panel systems, inverters etc.	Repair cost
b	Delinquent behaviour & Vandalism to any Body Corporate buildings, equipment, landscaping, any park, private property, private building sites	Minimum of R 5000.00 or amount determined by the Trustees & repair cost
10	SHORT TERM RENTALS	
a	Short term renting of property not conforming to Conduct Rules: First Offence	R 2500.00
b	Short term renting of property not conforming to Conduct Rules: Second Offence	R 5000.00
c	Short term renting of property not conforming to Conduct Rules: Third Offence	Refer to Trustees
11	GENERAL	
a	Not generating codes for visitors on Guest Enrolment system (more than 10 times per month)	R 30.00 (per pin code generated by Security)
b	Generating access code for a third party	R 1000.00