

CONDUCT RULES

NEGESTER KLEIN-KARIBA RETIREMENT ESTATE HOMEOWNERS ASSOCIATION

1. INTERPRETATION

1.1 These rules were accepted by the subscribers to *the Mol* and *the developer* in terms of clause 5.2.1 of *the Mol*, for purposes of managing the conduct of *members* in using and enjoying their individual *properties* in *the township* and shall be known as "*the Conduct Rules*".

1.2 In the interpretation of these *Conduct Rules*:

1.2.1 "*Act*" means the Companies Act, 2008 (Act 71 of 2008), as amended from time to time and any regulations made and in force thereunder;

1.2.2 words and expressions:

1.2.2.1 to which a meaning has been assigned in *the Mol*, shall bear the same meanings in these *Conduct Rules*;

1.2.2.2 in *bold italics* as defined in these *Conduct Rules* shall have the meaning ascribed to them, herein.

1.3 *The Mol* are available for viewing at the offices of *the Negester HOA* and copies can be obtained at a nominal charge.

2. PURPOSE

2.1 Living in *the Negester HOA* means being part of a community of people who value a secure high-quality lifestyle, and as such require *Conduct Rules* to ensure and protect this lifestyle.

2.2 These rules seek to ensure a safe environment and good order among owners of *private properties* in *the township*, as *members*, their residents and neighbours, taking the unique circumstances of *members* into account.

- 2.3 They regulate a host of matters, such as the use and enjoyment of *private properties*, security procedures and access control, architectural design, preservation of the environment, the conduct of persons within *the Negester HOA*, the use of amenities and facilities on *the common property*, the keeping of pets, and others, which limit the ownership of rights of *members*.

3. BINDING NATURE

- 3.1 Every title deed in respect of *private property* situate in *the township* contains a clause that stipulates that each property owner, automatically becomes and remains a *member of the Negester HOA* whilst the owner of *private properties* in *the township*, and is subject to *the Constitution of the Negester HOA* until such owner ceases to be an owner.

- 3.2 *The Conduct Rules* are binding on all *members*, and to all other persons living in *the township*. *Members* have an obligation to ensure that members of their families as well as their tenants, visitors, employees' contractors or agents, abide by these *Conduct Rules*.

- 3.3 *The board of directors of the Negester HOA* has the right to impose the stipulated fines or penalties on those *members* who fail to comply with *the Conduct Rules* or to procure that members of their families, tenants, visitors, contractors or agents so comply.

4. AMENDMENT

These *Conduct Rules* may be amended or added to from time to time, in accordance with clause 5.2.2.8 of *the Mol*.

5. GENERAL DUTIES OF OWNERS AND OCCUPIERS OF PROPERTY

In addition to their specific obligations in terms of these *Conduct Rules*, *members* or their tenants, employees, invitees or contractors shall not:

- 5.1 use their *private properties*, any exclusive use areas or any part of *the common property*, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of *the Negester HOA*, or *the township* and the recorded objective in clause 2;
- 5.2 contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of title, relating to or affecting their *private properties* or *the common property*, or the carrying on of business on their *private properties*, or so contravene or permit the contravention of the conditions of title applicable to their *private properties* or *the township* in general;
- 5.3 do anything to their *private properties* or an exclusive use area, if any, which is likely to prejudice the harmonious appearance of *the township*;
- 5.4 use, nor permit their *private properties* to be used for any other purpose than as a private residence.

6. **DEVELOPMENT OPTIONS AND LANDSCAPING**

- 6.1 *The developer* prior to any sale of a *private property* prepared various *development options* in consultation with an architect attached as **Annexures F(2) to F(5)** and designed the community-, and service centre.
- 6.2 Approval by *the board of directors* must be obtained for any additions to or variations from *the development options* and any other external additions, prior to construction thereof.
- 6.3 In cases where such additions will have an aesthetic or other impact on neighbours, the written consent of *the members* of all neighbouring properties must be obtained prior to submitting a request for approval to *the board of directors of the Negester HOA*.

- 6.4 No garden fences or walls may be erected and open spaces must be developed in accordance with *the Landscaping Guidelines* and directives of the board, failing which, *the Negester HOA* will have the right to rectify the contravention and recover the costs thereof from the relevant *member(s)*.
- 6.5 *Members* or their residents or a person contracted by them may install any security device, for the protection of their *private properties*; provided that *the board of directors*, or the architectural and aesthetics sub-committee has first approved *in writing* the nature and design of the device and the manner of its installation.
- 6.6 *Members* or their residents shall not place or do anything on any part of their *private properties* which, in the discretion of *the board of directors* or the architectural and aesthetics sub-committee, is aesthetically displeasing or undesirable when viewed from the outside of *the private property*, adjoining *properties* or *the common property*.
- 6.7 *Members* or their residents may not convey electricity or install a telephone or other means of communication to their *private properties* by means of overhead cables.
- 6.8 All caravans, boats, trailers, tools, toolsheds, engine and vehicle parts, as well as accommodation for pets must be sited out of view and be screened from neighbouring *properties*.
- 6.9 Wendy houses visible from the street are only allowed as temporary sheds for building materials whilst any approved building activity is being carried out.
- 6.10 Building material or rubble must be handled in terms of *the Conduct Rules For Builders*.

7. USE OF INTERNAL ROADS AND VEHICLES

- 7.1 The roads in *the township* are public roads and the South African traffic legislation is applicable to all road users, and the board may impose speed limits and erect traffic signs.

- 7.2 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property in *the Negester HOA* is prohibited.
- 7.3 Parking in streets and on paved walkways is prohibited.
- 7.4 The use of quad bikes, motor bikes and scooters are prohibited on any of the roads in *the township*.
- 7.5 The use of car hooters is only allowed as a warning signal to other road users.
- 7.6 No trees, plants, rocks or built structures may interfere with pedestrian traffic or obscure the vision of motorists.
- 7.7 The sidewalks form part of *the common property*, but *members* or their residents are responsible for the maintenance of the area between the road kerb and the boundary of *the member's property*.
- 7.8 *Members* or their residents shall not park any vehicle upon *the common property*, or not permit or allow any vehicle to be parked upon *the common property*, other than in areas designated for such purpose.
- 7.9 *The board of directors* or their appointed staff or *the managing agent* may cause to be removed or towed away, at the risk and expense of *the member* or resident owner or driver of the vehicle, any vehicle unlawfully parked or standing abandoned on *the common property*.
- 7.10 *Members* or their residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not in any way deface *the common property*.
- 7.11 *Members* or their residents are not permitted to dismantle or affect major repairs to any vehicle on their *private properties* or on an exclusive use area or any portion of *the common property*.

8. ANIMALS

8.1 The by-laws relating to the keeping of animals of the local authority in whose jurisdiction *the township* is situated shall apply in *the township*; provided that if *the board of directors* is of the opinion that such by-laws are inadequate, then *the board of directors* may impose additional control measures.

8.2 No poultry or livestock, may be kept on a *private property* in *the township*.

8.3 A maximum of one dog and / or cat may be kept on a *private property*, provided all dogs and cats wear a collar with an identification disk giving the name and telephone number or address of *the member* or his / her / its resident. All animals without identification tags will be taken to the local SPCA.

8.4 Pets are not allowed to roam the roads or *common property* unattended and without being on a leash and any faeces deposited by a cat or dog must immediately be picked up by the dog owner using a plastic bag or poop scoop taken along for that purpose.

8.5 *Members* or their residents must ensure that their cats or dogs do not howl or bark incessantly, especially in their absence. Cats and dogs that make a nuisance of themselves may be impounded and permanently removed to the local SPCA at the cost of *the member*.

8.6 A *member* or his / her / its resident whose pet becomes a nuisance to the majority of fellow *members* in close proximity, or in general, will be instructed to remove his / her pet from *the township*.

8.7 The keeping of pigeon and aviaries are prohibited.

9. REFUSE DISPOSAL

Members or their residents shall:

- 9.1 maintain in an hygienic and dry condition, a receptacle for refuse emanating from their **properties**, or an exclusive use area, on such part of their **properties** as may be authorised by **the board of directors** or appointed staff, or **the managing agent**, in writing;
- 9.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 9.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by **the board of directors** or their appointed staff or **the managing agent**;
- 9.4 when the refuse has been collected, promptly return such receptacle to the designated area on his / her / its **private property**.

10. **DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

A **member** or resident of a **private property** shall not mark, paint, or otherwise damage, or alter any part of **the common property**.

11. **BOREHOLES**

A **member** or resident may not sink a borehole on his / her / its **private property** for the extraction and use of subterranean water.

12. **SIGNS AND NOTICES**

- 12.1 Street names, numbers, and the names of residences approved by **the Negester HOA**, may be displayed in **the township**.
- 12.2 **Members** or residents shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of their **properties** or **the common property**.

12.3 **The developer of the township and the board of directors** or their appointed staff or **managing agent**, shall be entitled to erect and place signs, notices, billboards and advertisements during the development phase of **the township**. "**Development phase**" for purpose of this clause shall mean the period from proclamation and transfer of the first **property** to a **member** until the last transfer.

12.4 **The board of directors**, or their appointed staff, or **managing agent** shall be entitled to erect and place signs, notices, billboards and advertisements if authorised by **the members**, in **general meeting**.

12.5 No signage advertising any business may be displayed anywhere in **the township**.

13. LITTERING

A **member** or resident of a **private property** shall not deposit or leave or throw, or permit or allow to be deposited, left or thrown, on **the common property** any litter of any kind whatsoever.

14. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

Members or their residents shall not store any material, or do or permit or allow it to be stored or engage in any dangerous activity on their **properties** or on **the common property** which will or may pose a threat or danger of damage to a person or **private property**.

15. LETTING OF PROPERTY

15.1 **Members** who let their **properties** shall do so in terms of written leases incorporating these **Conduct Rules** and file a copy thereof with **the board of directors** or their appointed staff, or **managing agent** prior to the commencement of any lease.

15.2 All lawful tenants of **properties** in **the township** and other persons granted rights of occupancy by any **member**, are obliged to comply with these **Conduct Rules**, notwithstanding any provision to the contrary contained in any lease, or any grant of right of occupancy.

16. RULES FOR BUSINESS ACTIVITY

16.1 No person may conduct any business from a *private property* in *the township*.

16.2 *The board of directors* may not grant permission for any business activity unless *the Negester HOA* has approved it in general meeting in terms of a special resolution and provided it satisfies the following criteria:

16.2.1 all applicable municipal regulations and by-laws;

16.2.2 only an occupation may be carried on from a residence on a *private property* if:

16.2.2.1 the person practicing the occupation occupies the residence;

16.2.2.2 the practice of such occupation will not and does not, in the sole discretion of *the members*, cause a nuisance of any nature nor disturb the amenity of the immediately surroundings area or *the township*;

16.2.2.3 no goods may be exhibited, displayed or stored on a *private property*;

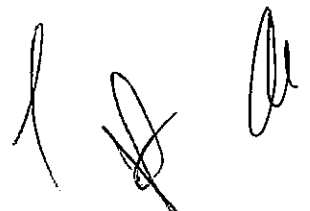
16.2.2.4 it will not and does not result in any increase in traffic that in the sole discretion of *the members* is, excessive;

16.2.2.5 the use of more than 60 m² or 25% of the floor area of the residence, whichever is the smaller may be used for the practice of such occupation;

16.2.2.6 no employees may be employed;

16.2.2.7 no occupation may be practiced from outbuildings;

16.2.2.8 no employees may temporarily or otherwise be accommodated on a *private property*

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16.3 All the other provisions of these **Conduct Rules** shall be applicable to the conducting of any approved business in **the township**.

16.4 The decision of **the members** shall be final and binding, and not subject to appeal or review by a court of law.

17. **CASUAL LABOUR**

17.1 The security office of **the Negester HOA** shall keep a register of domestic and casual labourers who are approved to work in the township after having received and screened their credentials.

17.2 Should **members** or their residents require approval for the employment of casual labour, they must timeously approach the security office for approval.

18. **ERADICATION OF PESTS**

Members or their residents shall keep their **properties** free of any declared pests, and without limiting the foregoing, any white ants, borer and other wood destroying insects and to this end shall permit **the board of directors** or their appointed staff, or **the managing agent**, and their duly authorised contractors or employees, to enter upon any **private property** for the purpose of inspecting **the private property** and to take such action as may be reasonably necessary to eradicate any pests. The costs of the inspection, eradication of any pests as may be found upon **the private property**, the replacement of any woodwork or other material forming part of the improvements on such **private property** which may be damaged by any such pests shall be borne by **the member** or resident of **the private property** concerned.

19. **ESTATE AGENTS**

19.1 Only estate agencies accredited by **the board of directors** may market **properties** in **the township**.

19.2 A list of the names of accredited agencies and their agents will be kept by, and may be obtained from **the Negester HOA** office.

19.3 **Members** or their residents may apply for the accreditation of any other agencies in terms of a prescribed application process to **the board of directors**. The decision of **the board of directors** shall be final and binding.

20. **MEDICAL EMERGENCIES**

20.1 An ambulance service may be called in to deal with any medical emergencies of **members** or their residents.

20.2 Should a medical emergency occur, the following procedure should be followed to ensure quick response and effective control:

20.2.1 phone the security control room and advise the guard on duty of your name the nature of the incident, and the address or location of the incident.

20.2.2 the person reporting the incident must remain at the scene until security personnel or a armed response vehicle or ambulance has arrived;

20.2.3 unless **the member** or resident has summoned his / her contracted emergency service provider, the security control room will despatch a paramedical team from the relevant emergency services;

20.2.4 the security officer on duty will assist and give directions to the emergency personnel on arrival;

20.3 Use of the emergency service provider contracted by **the Negester HOA** is voluntary.

21. **NOISE POLLUTION MANAGEMENT**

21.1 **Members** or their residents shall not cause a noise nuisance or a disturbing noise as respectively defined in the Noise Control Regulations Notice 5479/1999 published in terms of the Environmental Conservation Act, 1989 (Act 73 of 1989) ("**the Noise Regulations**"), and / or Table 2 of SABS Standard 0103* on his **private property**, and without limiting the applicability of the foregoing standard, **members** or their residents

shall not:

- 21.1.1 make, produce or cause a disturbing noise, or allow it to be made, produced or caused by any person, animal, machine, device or apparatus on his / her ***private property***;
- 21.1.2 operate or play, or allow to be operated or played, a radio, television set, drum, musical instrument, sound amplifier, loudspeaker system or similar device producing, reproducing or amplifying sound so as to cause a noise nuisance;
- 21.1.3 offer any article for sale by shouting, ringing a bell or making other sounds or by allowing shouting, the ringing of a bell or making of other sounds in a manner which may cause a noise nuisance;
- 21.1.4 allow an animal owned or controlled by him or her to cause a noise nuisance;
- 21.1.5 discharge fireworks in ***the township***;
- 21.1.6 build, make, construct, repair, rebuild, modify, operate or test a vehicle, vessel, aircraft or object on his ***private property***, or allow it to be done, if this may cause a noise nuisance;
- 21.1.7 use or discharge any explosive, firearm or similar device that emits impulsive sound and may cause a noise nuisance, or allow it to be used or discharged, except in an emergency to protect life or avoid harm to a person or damage to ***private property***;
- 21.1.8 move about on or in a recreational vehicle on ***the common property*** or his ***private property*** if it may cause a noise nuisance;
- 21.1.9 operate any machinery, saw, sander, drill, grinder or similar device or allow it to be operated on his ***private property***, if it may cause a noise nuisance;

21.1.10 drive a vehicle on an internal road in such a manner that the sound level of the vehicle may cause a noise nuisance.

21.2 For purposes of this rule, the following test shall be applied by *the board of directors* or their appointed staff or *the managing agent* to determine whether the noise qualifies as a disturbing noise or a noise nuisance:

" *Whether a reasonable other property owner in **the township**, who according to ordinary standards of comfort and convenience, and without any peculiar sensitivity to a particular noise, would find it a serious impediment to ordinary and reasonable enjoyment of his or her **property**.*"

21.3 For purposes of implementation of *the Noise Regulations* in *the township*, *the board of directors* or their appointed staff or *the managing directors*, or any delegated sub-committee of *the board of directors*, shall by agreement between *the member* or resident of *private property*, have the rights, duties and obligations of a local authority in terms of the said *Regulations*.

21.4 In the event of any dispute whether any recurring noise emanating from *the property* or a vehicle driven or equipment used on *the common property* constitute a disturbing noise or a noise nuisance, an independent acoustics engineer shall be appointed to assess the noise and make a ruling which shall be final and binding on *the members* and / or resident or person making use of the device or vehicle. The party against whom the ruling is made shall be liable for the costs of the acoustics engineer.

21.5 The use of power tools and lawn mowers:

21.5.1 is prohibited on Sundays;

21.5.2 may be restricted to specified hours: during Weekdays and Saturdays.

22. MEMBER'S FAILURE TO COMPLY

If a *member* or his / her / its resident, employee, invitee or contractor fails to comply with these *Conduct Rules* or to repair or maintain his / her / its *private property* or any area of *the common property* in accordance with the generally accepted standards maintained in *the township*, and such failure persists for a period of 3 (three) days after the giving of written notice by *the board of directors*, or the secretariat, or *the managing agent*, to repair or maintain his, her or its *private property* or, *the board of directors* or their appointed staff or *the managing agent* shall be entitled to remedy *the member's* default or failure and to recover the reasonable cost of doing so from such *member* on demand, together with interest at the prescribed statutory default interest rate and all legal costs incurred by the *board of directors* or their appointed staff, or *the managing agent*, without limitation as to the scale of such recovery, as reflected in tax invoices rendered to *the Negester HOA* by its legal representatives, without the need of having it taxed or assessed.

23. STORM WATER

A *member* or his / her / its resident will ensure that all storm water from his / her / its *private property* is channelled into the internal storm water infrastructure of *the township*.

24. SECURITY

24.1 To ensure a safe and secure environment for all members, their residents, visitors and employees; it is essential that all give their unqualified support and co-operation regarding the security procedures. These procedures will be strictly applied by the security personnel.

24.2 Members and their residents may enter and exit *the township* 24 (twenty four) hours per day through the controlled access gates with electronic access control discs, obtained from *the Negester HOA* office. Members and residents, that wish to enter or exit *the township* through the controlled access gates without a disc, will have to follow the same procedure as visitors, or be requested to return home and collect their discs.

- 24.3 Pedestrians (school children, students, domestics, gardeners or approved employees) enter or exit **the township** via turnstiles at the controlled access gates with an electronic access control card, obtained at **the Negester HOA** office, and **members** and their residents or their children may also enter or exit the gates on foot by means of their discs.
- 24.4 Members or their residents must register their employees (domestics, gardeners etc.) at **the Negester HOA** office in order to obtain access control cards for them. When an employee leaves a member's or a resident's service, his/her card should be taken back and handed in at the office or, if unobtainable, this should be reported to the office staff so that the card can be deactivated.
- 24.5 A lost disc or card must immediately be reported to **the Negester HOA** office, so that it can be deactivated, and replaced at the cost of **the member** or resident.
- 24.6 If visitors, contractors, service providers, or invitees are expected by members or their residents, they will only be allowed into **the township** if booked in by the resident concerned in advance.
- 24.7 Approved contractors will be given semi-permanent access cards for which there will be a fee payable by the contractor, and which must be returned upon completion of the building project in terms of the following procedure:
- 24.7.1 residents will be given a five-digit security code that must be kept confidential and must only be used by authorized members within the household;
- 24.7.2 under no circumstances should the code be given to anyone except to the security officer on duty when making a booking;
- 24.7.3 when a visitor is expected, the security office must be notified in advance;
- 24.7.4 the security officer on duty will request the five-digit security code, and may also request the resident to confirm the information on the security database to verify the identity of the person making the booking;

- 24.7.5 the visitor's name and the date and expected time of the visit, must be given;
- 24.7.6 when the visitor arrives at the gate, he/she must furnish their given and surname and address of the resident to be visited to the security officer on duty;
- 24.7.7 the visitor will receive an access control card which must again be handed in at the controlled access gate upon exiting *the township*.
- 24.8 Lost or damaged cards will carry a replacement fee of R50,00 payable on exit.
- 24.9 All *members* and their residents are requested to treat security personnel in a cooperative and courteous manner and to report all security-related incidents and suspicious-looking persons or actions to the security office.

25. **GOOD NEIGHBOURLINESS**

These Conduct Rules were designed to facilitate good neighbourliness in *the township*, and *members* and their residents are required to be considerate neighbours at all times.

26. **LAUNDRY**

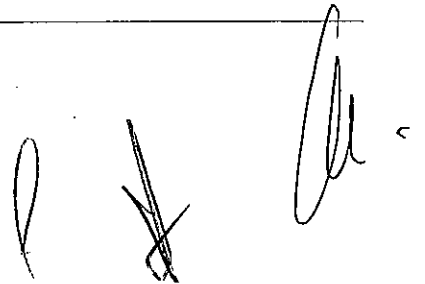
Members or their residents shall not hang any washing or laundry or any other items on any part of their *properties* or *the common property* so as to be visible from *the common property* or from any neighbouring *property*.

27. **FIRES**

- 27.1 No fires may be made on *the common property*, other than in the designated picnic areas, if applicable.
- 27.2 All *members* or their residents must at all times take all reasonable steps to prevent the starting or spreading of any fires.

28. **DISPUTE RESOLUTION**

Any dispute in terms of *these Rules* shall be resolved in terms of clause 5.12 of *the Mol.*

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