

ANNEXURE B

TRIPLE POINT HOMEOWNERS' ASSOCIATION CODE OF CONDUCT

(RULES AND REGULATIONS)

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1. INTRODUCTION AND BACKGROUND

- 1.1 The rules set out in this document below are issued by the Triple Point Homeowners' Association (the "HOA" or the "Association") in accordance with the authority vested in the Association in its constitution to which this code of conduct is annexed.
- 1.2 The rules may be amended (and/or added to and/or detracted from) from time to time by the Association's Management committee and occupants of properties in the township will also be bound by interpretations of these rules by the Management committee.
- 1.3 Owners or other occupants of properties in the township are responsible for insuring that all persons who occupy or visit their properties through them shall abide by the rules.
- 1.4 The relevant provisions of the Association's Constitution are incorporated into these rules, mutatis mutandis, and in the event of a clash between any of the provisions of the Association's Constitution and these rules, the provisions of the Constitution shall prevail.
- 1.5 In these rules a reference to the "township" is a reference to the proposeTownship.

2. CONDUCT RULES

2.1 INCORPORATION OF CONSTITUTION AND INTRODUCTION

The provisions of the Constitution of the Association as well as the provisions of the Introduction to this document contained in section 1 above are incorporated into these rules, mutatis mutandis, as if specifically repeated herein.

2.2 STREETS -SIDEWALKS -OPEN SPACES

- 2.2.1 The streets of the townships are intended for vehicular and pedestrian traffic by all occupants. Bicycles have preference over motor vehicles (which in these rules include motor cycles) in the use of the roads in the township. Cyclists shall, however, adhere to all the rules of the road and to all laws, by-laws, regulations and so forth.
- 2.2.2 The speed limit on roads is restricted to 40 km per hour. Save for the above, the Eastern Cape Traffic Ordinance and any other statutory or other legal provisions shall remain in force.
- 2.2.3 Parents are obliged to ensure that their children do not play in or otherwise occupy the streets. In spite of this provision, drivers of motor vehicles are obliged to take special care while driving so as to allow for the possible presence of people in the streets.

- 2.2.4 Motor vehicles, are not allowed to drive anywhere except in the streets of the township. Vehicles are not allowed in parks or on pavements. The use of motorcycles or vehicles with noisy exhaust systems is prohibited.
- 2.2.5 Access to garages and individual properties as well as property of the association is to be respected. Furthermore
 - 2.2.5.1 Parking in front of garages other than a garage of the owner is not permitted.
 - 2.2.5.2 Parking in the street creating obstruction to traffic is prohibited.
 - 2.2.5.3 Parking, creating a danger to others is prohibited.
 - 2.2.5.4 Only parking in allocated and designated areas is allowed.
 - 2.2.5.5 Storage of boats, caravans and trailers is not allowed in visitors parking areas.
- 2.2.6 No unlicensed vehicle or unroadworthy vehicle is allowed to be present on any road in the townships. Furthermore, no unlicensed driver shall drive any vehicle on any road in the townships.

2.3 STREETScape

- 2.3.1 Every owner is obliged to maintain, trim and keep clean and tidy and manicured the area between the road kerb and the boundary of his property. Should the association provide a garden service, such area will be maintained by the garden service to which each owner will contribute via levy payments. Residents may however enhance the areas in front of their properties of their own volition within limits as set out in this document and with the approval of the Management Committee.
- 2.3.2 Garden fences/walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.
- 2.3.3 Caravans, trailers, boats, wendy houses, tool sheds, equipment, tools, washing lines, engine and vehicle parts as well as accommodation for pets are to be sited out of view from the streets and open areas and must be screened from neighbouring properties
- 2.3.4 Building material and building rubble as well as top soil, garden refuse, rocks and so forth may not be stored or dumped on the sidewalks or other open spaces under any circumstances.
- 2.3.5 No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Association. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
- 2.3.6 Damage to roads, pavements, traffic signs, lampposts and the like will be repaired at the cost of the party causing it or such party's guardian if the party is a minor or if the party causing the damage is a visitor, then by the owner or other occupier in the township who the offender visited at the time. Damage to any of the foregoing must be reported to the estate manager as soon as possible by any party causing it or any other party noticing it. The party causing or responsible for the cost of repair of the damage will be afforded three working days to repair the damage at its own expense, failing which the estate manager will carry out the work and claim the cost thereof, together with interest at the agreed interest rate, from the offender (albeit by adding it to the offender's monthly levy, where appropriate).
- 2.3.7 Parking on kerbsides and sidewalks should be minimised to allow free passage to pedestrians.
- 2.3.8 Owners are responsible to clear the sidewalks of natural growth and to level them and clean them and establish permanent sidewalks with such materials as first shall be approved by the Association's Management Committee. The owner will be given one week's prior notice before the estate manager commences its work and should the owner fail to carry out the work within that period, the estate manager shall continue to do so.
- 2.3.9 Should an owner or occupant fail to comply with any of the above rules, the Management Committee is entitled to do the necessary work and to claim payment of its expenditure from the owner or occupant thereof together with interest at a rate from time to time equal to the Prime rate of interest charged by ABSA Limited to its prime customers upon unsecured over draft.

2.4 ENVIRONMENTAL MANAGEMENT

Any owner of property shall at all times comply with the Environmental Management Plan (EMP) to be adopted by the Developer and the Management Committee. The following points which form part of such EMP will cover, inter alia, the following aspects. but may pertain also to other matters:

- 2.4.1 No rubble or refuse may be dumped or discarded in any public area, including parks, streets, pavements or dams or other similar bodies of water.
- 2.4.2 Flora may not be damaged or removed from any public area.
- 2.4.3 Fauna of any nature may not be hunted, chased or trapped in any public area, be it by people or by dogs.
- 2.4.4 Residents are responsible at their own cost to maintain trees and water and manicure plants and shrubs planted on their pavements by the Association.
- 2.4.5 Residents are obliged to maintain their gardens in a neat, clean, weed free and manicured condition.
- 2.4.6 Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.
- 2.4.7 Swimming pool water must be channeled into the sewerage or storm water system to the satisfaction of the HOA or local authority (whichever has locus standi) and this shall be done within the building lines.
- 2.4.8 Vacant stands must be kept clean to the satisfaction of the Association. Owners are responsible to forthwith remove rubble dumped on their erven even if dumped by others.
- 2.4.9 Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and to claim payment of its expenditure from the owner or occupant together with interest at the agreed interest rate (see 2.3.6). Furthermore, the estate manager is entitled to impose a reasonable fine should an owner or occupant fail to comply with any of these rules.
- 2.4.10 Residents are requested to remove and dispose of litter encountered in open spaces, even if not caused by themselves. Naturally, residents are not allowed to cause any litter.
- 2.4.11 Residents should maintain a high standard of garden frontage and kerbside maintenance. Kerbside lawns must be kept short and neat the edges must be trimmed. Edges must be suitably controlled.
- 2.4.12 Residents who use open spaces do so entirely at their own risk at all times.

2.5 INDEMNITY

The residents' use of the open space areas is at all times entirely at their own risk. Every member of the Association hereby waives any right he may obtain against the Association to claim any loss or damage suffered by virtue of damage to or loss of property or the personal injury or death of the member or his family or invitees occasioned while anywhere in the township.

Every member hereby indemnities the Association against any such claim made by the member's spouse, child, parent, servant, guest, invitee or tenant. This indemnity will extend to damage or injury caused by domestic animals owned by any member of the Association.

2.6 ARCHITECTURAL STANDARDS

All buildings and building plans shall comply with the Design Guidelines prepared by the developer and applicable to the townships and before building work commences building plans must be approved by the HOA in order to assure such compliance. This applies also to any additions and alterations to existing structures.

The Design Guidelines are contained in the "Architectural Design Guidelines" document. The Guidelines may be amended, added to or detracted from by the HOA provided that until the township developer has sold and transferred 90% (ninety percent) of all the erven in the townships it, the developer, will be entitled to veto any proposed amendment (addition to or detracted from) of the Guidelines.

2.7 GOOD NEIGHBOURLINESS

2.7.1 Noise

- 2.7.1.1 No activity (act or omission) which causes aggravation or nuisance to fellow occupants may be conducted (or omitted), including but not limited to auctions and jumble sales.
- 2.7.1.2 The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a Level and should take place in such manner and at such times and at such place as not to be heard on adjoining properties.

- 2.7.1.3 The use of power saws, lawn mowers (electric mowers are preferred), and the like should only be undertaken between the following hours:
- (a) on Mondays to Saturdays: 07h30 -18h00 and
 - (b) on Sundays only between 08h00 -18h00 but not between 13h00 & 16h00

2.7.2 *Washing*

Washing may only be hung on lines effectively screened from the street and from neighbouring properties and not anywhere else such as from windows or balconies.

2.7.3 *Servicing of Vehicles*

Maintenance of and/or work done to vehicles must be conducted out of sight from streets and neighbours and shall not cause disturbance to neighbours. The same applies to servicing of and/or maintenance of any other internal combustion engine, boat and the like.

2.7.4 *Refuse*

2.7.4.1 Refuse removal from the property is the responsibility of the resident.

2.7.4.2 Residents will comply strictly with official or HOA time tables and/or prescriptions for rubbish removal from the property and will place their refuse containers in demarcated areas for removal during indicated times. Refuse containers will not be placed on such areas an unreasonable time before the removal time. Refuse bins shall be removed from sight as soon as possible after collection of the refuse.

2.7.4.3 Garden refuse may not be placed on pavements or the kerbside, excepting for immediate (within four hours) removal.

2.7.4.4 No garden or other refuse or rubble may be dumped on any empty stand or open space. The Association may levy a fine of up to R4 000.00 (four thousand Rand) per incident for the breach of this rule.

2.7.4.5 Refuse may never be burnt.

2.7.5 *Fireworks and fire arms*

No fireworks may be set off within the boundaries of the townships. No fire arm may be discharged within the townships.

2.7.6 *Business Rights / Home Offices*

2.7.6.1 No business may be conducted from properties within the townships without the prior written permission of the Associations Management Committee. The estate manager does not have the authority to allow or approve any such business activities.

2.7.6.2 An owner wishing to conduct business from his property must apply via the estate manager to the Associations Management Committee and the application will be heard at the next ensuing committee meeting. The committee's decision in this regard will be final and binding and not subject to appeal. Re-application by the same owner for materially the same right will only be entertained in the event of additional information being submitted and/or circumstances having changed materially.

2.7.6.3 Without binding the Association's Management Committee it is recorded that amongst other criteria they will consider the following criteria in considering an application, namely:

- (i) Whether the business will probably cause an undue increase in the number of vehicles in the Estate
- (ii) Whether the business will generate undue noise;
- (iii) Whether the business will have an adverse effect on neighbouring properties;
- (iv) Whether the business will possibly lead to an increase in criminal activities;
- (v) Whether the business will be beneficial to the general character and nature of the townships;
- (vi) Whether the business will require additional construction work to be carried out on the property and what the effect of this will be on neighbours;
- (vii) Whether the owners of neighbouring properties favour the application or not;
- (viii) Whether adequate parking will be available;
- (ix) Such other matters as the board may consider relevant.

2.7.7 No property may be used as a commune.

2.7.8 Advertisements or publicity material may not be exhibited or distributed unless prior written consent of the Management Committee has been obtained.

2.8 SECURITY

General

- 2.8.1 Security personnel shall not be abused under any circumstances, but shall be supported in the carrying out of their functions. Owners are requested to treat the security personnel in a co-operative and courteous manner and to ensure that visitors do likewise.
- 2.8.2 Security rules and protocol at the gates and elsewhere in the township shall be adhered to at all times. Owners and or their tenants or guests are not permitted to issue instructions to security personnel.
- 2.8.3 Any security access system introduced by the Management Committee for residents, permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner/resident with respect to people and his/her employ or contracted to him/her.
- 2.8.4 Owners are obliged to request visitors to adhere to security protocol.
- 2.8.5 Owners are obliged to ensure that contractors in their employ adhere specifically to the security stipulations of the Contractors Activities referred to in 3 hereinafter.
- 2.8.6 All attempts at burglary or instances of fence jumping or breaches of fences or walls shall be reported as soon as possible to a member of the security staff and/or the Security Sub-committee of the Association.
- 2.8.7 Owners must be aware that they need to enforce and apply all security measures to ensure their success and hence they are encouraged to question suspicious individuals especially those not displaying formal identity cards.
- 2.8.8 Any security system installed by an owner must be approved in writing by the estate manager so as to ensure the proper standard of the system and the compatibility with the estate security system. Residents are not allowed to utilize the services of "external" armed reaction units.
- 2.8.9 The township will be manned 24 hours a day by such security personnel as the Association may determine. The township will be patrolled on a random basis by security guards.
- 2.8.10 Owners, if issued with security tokens, should attach the tokens to motor vehicle windscreens.
- 2.8.11 Where possible, the security personnel at the gatehouse/s should be advised in advance of the pending arrival of visitors. In particular the name/s of visitors and their vehicle registration numbers should be provided by the relevant owner expecting the visit.
- 2.8.12 No resident is allowed to have a night watchman on his premises during or after building operations.
- 2.8.13 Residents are requested to inform the estate manager if they will be away from their premises for a period of longer than four days.
- 2.8.14 Residents are obliged to furnish details of persons temporarily occupying their premises during their own absence.
- 2.8.15 Owners of properties bordering on the estate boundary or are obliged to ensure that an area of at least 1,5 metres wide is available on the inside of the boundary for the Association or its servants to operate on in inspecting and/or carrying out repairs to electric fences and so forth. The residents shall keep that area clear of obstructive trees, shrubs and plants.

2.9 RESIDENTS

Residents must be in possession of an electronic access device obtained from the estate manager. Should a resident try to enter the Estate without such a device, the resident will be handled as a visitor by the designated "visitors' entrance". Residents may obtain additional access disks from the estate manager for use by regular visitors, but strict control over this will be carried out by the estate manager.

2.10 VISITORS

Visitors shall complete a register and receive a visitor's card upon entering the Estate and shall return the visitor's card upon leaving the Estate. Visitors shall comply with the instructions of the security personnel at the gate.

2.11 OTHER VISITORS

Prospective purchasers of properties in the townships will only be allowed into the Estate if accompanied by an authorised estate agent.

2.12 TAXIS

Taxis or similar vehicles will not be allowed into the Estate. Metered Taxis or similar vehicles shall be permitted on the Estate if the resident has made prior arrangements with the security personnel.

2.13 DOMESTIC EMPLOYEES, THEIR SPOUSES, GARDENERS AND SO FORTH

Permanent domestic employees and their spouses and gardeners will be issued with adequate identification which must be carried at all times, failing which they will not be allowed to enter the Estate. All such employees, their spouses and gardeners must be registered with the estate manager before being allowed entrance to the Estate. Owners must ensure that domestic workers and other employees do not loiter on the estate and specifically at any prominent places such as gates, road circles and the like.

2.14 EXTERNAL GATES

Residents living on property adjacent to the river or may not install a gate or any other form of access to the river.

3. CONDITIONS INCORPORATED IN TITLE DEED

It is the developer's intention that the following provisions should have been or should be contained in the sale agreement in terms of which members purchase their properties in the township/s. To the extent that that did not happen the provisions are hereby imposed on all members of the company and the developer is given the right to have the provisions incorporated in the title deeds of all members whose title deeds do not contain them:

The property is sold subject to the following provisions which may be embodied as provisions in the title deed of the property in a form as may be required by the Registrar of Deeds:

- (i) The owners of the property or any subdivision or consolidation thereof or any interest therein or any unit thereon (as defined in the Sectional Titles Act) shall not be entitled to transfer it without the prior written consent of the Association, which consent shall not be unreasonably withheld.
- (ii) The owner of the property or any sub-division or consolidation thereof or of any interest therein or of any unit thereon (as described in the Sectional Titles Act) shall automatically on receiving transfer of the relevant property or unit become and shall remain a member of the Association and be subject to its constitution until he ceases to be an owner. Neither the erf nor any subdivision or consolidation thereof nor any unit thereon shall be transferred to any person who has not bound himself in writing and otherwise to the satisfaction of the Association to become a member of the Association.
- (iii) The developer is entitled to register any other conditions of or referred to in this document or the Agreements concluded or to be concluded by the developer or the HOA, as a condition of title against the title deed of the relevant property if it is reasonably necessary for the protection of any right or interest of the Association or of the developer.
- (iv) Neither the erf nor any sub-division thereof, nor any unit thereon shall be transferred to any person who has not bound himself in writing to the Triple Point Homeowners Association code of conduct.
- (v) The owner of the erf, or any subdivision thereof, or of any interest therein or of any unit thereon as defined in the Sectional Titles Act shall not be entitled to transfer such property without a clearance certificate from the Triple Point Homeowners Association to the effect that the Purchaser has complied with the conditions of Triple Point Homeowners Association and that the Purchaser is bound to the rules of the Association.

4. LEVIES

- 4.1 Any amount due by a member to the HOA in the form of a monthly levy or special levy shall be a debt due by him to the Association. The obligation of the member to pay a levy shall cease upon his ceasing to be a member of the Association without prejudice to the Association's right to recover arrear levies. No levy paid by a member shall under any circumstances be repayable by the Association upon the member ceasing to be a member. A member's successor in title to an erf shall

become liable upon the date upon which he becomes a member pursuant to the transfer of the erf into his name, to pay the levy attributable to that erf. No member shall be entitled to transfer his erf to any transferee until the Association shall have certified in writing that the outgoing member has as at the date of transfer paid all amounts owing by him to the Association (not only in respect of levies). This condition may become a title condition of erven in the townships.

- 4.2 The monthly amount levied by the Association will be sufficient to cover the total operating costs of the Association which will include but not be limited to the cost of and pertaining to:
 - 4.2.1 electricity and water consumed in respect of common areas;
 - 4.2.2 the operation of the security fences, wall and entrances;
 - 4.2.3 maintenance and reparation and replacement of and payment of rates and taxes in respect of property belonging to the HOA, such as the erf/erven on which the entrance/s are situated and the improvements on it/them;
 - 4.2.4 (maintenance, reparation and replacement of the security walls / fences and the employment of security personnel;
 - 4.2.5 the cost of maintaining the engineering and other services (including an adequate provision for the capital cost of replacing the services in due course);
 - 4.2.6 fees relating to the management of the HOA and the townships by or its nominee;
 - 4.2.7 and for such other purposes as the constitution of the HOA may prescribe.
- 4.3 The owner and occupant shall not be entitled to attend or vote at any meeting of members of the Association nor be a Member of the Management Committee while any amount due to the Association is in arrear.
- 4.4 The Association is entitled to publish the names of members whose levies are in arrear.
- 4.5 Arrears of levies or other debts due by members to the Association shall bear interest from the date upon which the debt became due to the Association until the date upon which it is paid at a rate which at all times and from time to time will be equal to 4% (four percent) more than the publicly quoted rate of interest charged by Investec Bank on unsecured overdrafts to its most favoured customers. In the event of a dispute concerning that rate it will be proved by a certificate given by any manager of any branch of the said bank and it will not be necessary to prove the appointment of the said person to the said office.
- 4.6 Any amount levied by the Association on members is a debt due to the Association. Levies are payable monthly in advance by not later than the first day of each and every calendar month.
- 4.7 Any owner and occupant shall be obliged to sign a debit order in favour of the HOA to procure the payment of any amounts which may be due to the HOA for whatsoever reason.

5. NOTICES

Any written notice addressed to an owner or occupant at the property owned or occupied will be deemed to have been received and its contents to have come to the addressee's notice if:

- 5.1 it is delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older; or
- 5.2 it is attached to or placed under what appears to be the main entrance door to the premises; or
- 5.3 it is posted by prepaid registered mail to any postal address of which the owner may have advised the Association in writing, then Seven days after posting thereof in East London.

6. LETTING AND RESELLING PROPERTY

- 6.1 Unless the developer (Lavender Valley Developments (PTY) Ltd) agrees in writing to the contrary:
 - 6.1.1 Should an owner wish to sell or lease his property at any time before the developer has sold and transferred 90% or more of all the erven as well as of potential sectional title units in the townships, only the developer or an estate agent accredited by the developer may be used to broker the sale or lease. The estate manager has a list of accredited estate

agents. No other estate agents will be allowed to broker transactions of sale or letting of properties in the townships. The owner is obliged to ensure that the said agent is in possession of a copy of these rules and that the purchaser or lessee is furnished with a copy thereof and binds himself in writing to subject himself to these rules as from the date of occupancy or ownership of the erf, whichever is the earlier. The said agent must also ensure that the purchaser/lessee is informed about and receives a copy of the Design Guidelines and any other administrative regulations applicable at the time.

- 6.1.2 Agents may only visit the township by appointment with an owner and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "for sale" or "to let" or "sold" signage boards.
- 6.1.3 A clearance certificate must be obtained from the Association at a cost determined by the Association (which amount may be adjusted from time to time at the discretion of the Association) prior to any transfer and prior to occupancy by any lessee. The Association may withhold the certificate until all amounts due to it in respect of the property or by the owner of the properties have been paid and until it has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to these rules.
- 6.1.4 The seller or lessor of a property in the estate shall ensure that the sale/lease agreement contains the under mentioned clauses and the Association is entitled to withhold the clearance certificate until adequate written evidence is given to it that the said agreements contain the said clauses.

6.2 Sale Agreements shall contain the following:

6.2.1 "Homeowners' Association

The purchaser acknowledges that upon registration of the property into his name, he automatically becomes a member of The Homeowners' Association and hereby subjects himself to the provisions of the Constitution of such association and to the rules of the Association. The rules become applicable to the owner on the earlier of the date of occupation of the property by the owner or the date of transfer of the property to the owner."

6.2.2 Conditions of Title

"The seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed, in terms of which the purchaser takes title to the property:

- 6.2.2.1 "Every owner of the erf or any subdivision or consolidation thereof or any interest therein or any unit thereon, (as defined the Sectional Titles Act) shall upon registration of the property in his name, become a member of the Homeowners' Association and be subject to its constitution until he ceases to be a registered owner, provided that the Association's rules shall become binding upon the owner on the earlier of the date on which he occupies the property or the date on which it is registered in his name. Neither the erf nor any subdivision or consolidation thereof or any interest therein nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Association to become a member of the Association on registration of transfer of the property in his name."
- 6.2.2.2 "The owner of any (the) erf shall not be entitled to transfer the erf or any subdivision thereof or any interest therein or any unit thereon, without a clearance certificate from the Homeowners' Association that the provisions of the Constitution of the Homeowners' Association to the effect that the seller is in compliance with all the provisions of the Association's Constitution and of these rules."
- 6.2.2.3 "For purposes of the abovementioned clauses the term "Homeowners' Association" it is a reference to the TRIPLE POINT TOWNSHIP HOMEOWNERS ASSOCIATION which will operate as a Homeowners Association in respect of the TRIPLE POINT TOWNSHIP.
- 6.2.2.4 "In the event of the Registrar of Deeds requiring the amendment of any of the above conditions in any manner in order to effect registration of same, the purchaser hereby agrees to such amendment."

6.3 Lease Agreements to contain the following:

"Lessees or other occupants of properties in the township and their family, visitors and servants become bound to these rules on occupation of the property and shall adhere to the rules and regulations as contained in this document. Regarding breaches of these rules, reference is made to the Introduction to these rules above in terms of which a breach of any rule by a lessee or other occupant who derives his occupational right from an owner shall be deemed to be a breach by the owner as well."

7. PETS

- 7.1 The local authority bylaws relating to pets are applicable and will be strictly enforced. In addition the Association is entitled to make rules relating to pets.
- 7.2 Without the approval of the Association no person may keep any dogs or cats and more specifically, not more than two dogs or two cats or one dog and one cat on an erf. This permission will be granted subject to the location, size and nature of the unit at which the animals will be housed.
- 7.3 No pigeons, aviaries, wild animals, poultry or livestock may be kept on the estate without the written approval of the Association.
- 7.4 Pets are not allowed to roam the streets on the estate and if they do, they may be removed by or at the behest of the estate manager without prior notice to the owners and be handed to the SPCA.
- 7.5 Pets must be walked on a leash in the common and public areas.
- 7.6 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
- 7.7 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be handed to the SPCA.
- 7.8 The Association reserves the right to have a pet destroyed should it become a nuisance within the estate. The Association have unfettered discretions in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and of the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.

8. FINES

In order to ensure that residents have the right and privilege to live in harmony and tranquility, a fines system will be introduced to discipline offenders who, after a first written warning, repeat the offending course of action. The Association will only consider written complaints regarding transgressions. For a first transgression a fine of up to R1000.00 may apply, doubling each time for each transgression following upon the first fine. Similar the objections to warnings and fines must also be submitted in writing to the Management Committee. Hearings may be held to ensure peace and harmony prevails.

9. BOUNDARY WALL (S) / FENCES

Each erf situated on any boundary of the township will be made subject to the developer's right (which will be ceded to the Association) to have the boundary wall and/or fence of the township erected on the erf. The erection thereof will be done in such a way as to ensure the minimum encroachment onto the erf, but the specification and dimensions of the wall or fence are in the discretion of the developer, provided the height and width thereof are reasonable, bearing in mind the security purpose thereof. The developer and/or the Association is/are entitled at all times to enter upon the relevant erven in the township on which the security walls and/or fences is/are erected in order to maintain and/or repair and/or replace such wall and/or fence or to inspect them.

10. RULES RELATING TO CONTRACTORS' ACTIVITIES

The main purport of the following rules is to ensure that all building activity in the townships occur with the least possible disruption to residents. Owners are obliged to ensure that building and other contractors in their employ sign a Contractor's Code of Conduct prepared by the Association which must be handed to the Association before work commences and that they strictly adhere to the stipulations thereof. It is anticipated that construction of dwelling houses will only commence during 2007. The seller will well before that date and based on conditions then prevailing in the construction industry, prepare a set of rules which will be very strict. The rules will be comprehensive and will be rigidly enforced. They will cover, inter alia, the following aspects, but may pertain also to other matters:

- (i) Times of the day during which construction may take place.
- (ii) Receipt and/or storage of building materials.
- (iii) Prohibition against building materials being stored, even temporarily, on pavements, rubbish disposal and the prohibition against placing any building rubble on pavements.
- (iv) Access for deliveries.
- (v) Staff ingress to and egress from the townships.
- (vi) Staff toilet facilities.
- (vii) General behavior of staff.

- (viii) Builders' boards.
- (ix) Infrastructure protection.
- (x) Limitation of number of building contractors allowed to operate in the townships
- (xi) Damage repair.
- (xii) Environmental control.
- (xiii) Sanctions for breach of rules.
- (xiv) Monitoring of construction activities in accordance with approved building plans.
- (xv) Such other matters as the developer deems to be in the interest of the general body of owners in the townships.

11. VICARIOUS LIABILITY

The owner or other permanent occupant (such as a lessee) of a property in the townships will be deemed to be in breach of a provision of these rules if such rule is breached by any party who occupies or visits the property through the owner.

12. ADMINISTRATION

The townships will be administered by the Association's Management Committee albeit through the parties employed or contracted by the Association to do so.

13. ADVERTISEMENT AND OTHER BOARDS

- 13.1 Name boards placed outside of properties must first be approved by the estate manager. It is agreed that such boards shall be neat and conservative. The estate manager will have a discretion with regard to the size and format of the board and also the material used.
- 13.2 No advertisement boards will be allowed on the Estate or on the perimeter wall of the Estate or at the entrance to the Estate.

14. FINES

The Association has the right to levy a fine on any member or other occupant who is in breach of any of the Association's rules. The Association is entitled to collect such fine as a debt due to the Association. Any fine imposed by the Association shall be deemed to be reasonable unless the contrary is proved. The Association's right to levy a fine is without prejudice to any other right which it has in the event of a breach of these rules such as, but not limited to, the obtaining of an interdict or other order of court.

15. ASSOCIATION'S RIGHT TO CARRY OUT CERTAIN WORK ON BEHALF OF OWNER

Should an owner or occupant fail to comply with any of the above rules in the sense that it fails to carry out any necessary work or to have it done, then the Association, albeit through the estate manager or any other representative, will be entitled to carry out the necessary work and to claim payment of its expenditure from the owner or other occupant together with interest at a rate which from time to time is equal to the publicly quoted prime rate of interest charged by the Association's bankers (or any one of them) on unsecured overdrafts to the general public plus 4% (four percent) (the "agreed interest rate"). In the event of a dispute as to the said interest rate it will be proved by a certificate given by any manager of any branch of the said bank and it will not be necessary to prove the appointment of the manager to the said position.

16. DISPUTE RESOLUTION

In the event of a dispute between the Association and any member with regard to the meaning or effect of any rule or the question whether any rule has been breached or whether any sanction (including a fine) imposed by the Association in respect of the breach of a rule is reasonable, the dispute will be submitted to arbitration, mutatis mutandis, in accordance with the provisions of Section 28 of the Constitution of the HOA.