

CONDUCT RULES

MADE IN TERMS OF

ARTICLE 5

OF THE ARTICLES OF ASSOCIATION OF

CARLSWALD GLEN HOME OWNERS ASSOCIATION

(Registration Number 2005/040416/08)

INDEX

NO	CLAUSE HEADING	PAGE
1	DEFINITIONS AND INTERPRETATION.....	1
1.1	Definitions.....	1
1.2	Interpretation.....	2
2	VEHICLES.....	3
2.1	Motor Vehicles, use of Driveways and Parking Areas.....	3
2.2	Access Control.....	5
2.3	Parking of Vehicles.....	6
2.4	General Prohibitions.....	7
3	RESIDENTIAL PORTIONS.....	8
3.1	Alterations or additions to Residences.....	8
3.2	Gardening and Streetscope.....	9
3.3	Insurance.....	10
3.4	General.....	11
3.5	Letting and Reselling Property.....	11
3.6	Pets.....	11
3.7	Eradication of Pests.....	12
4	DOMESTIC REFUSE DISPOSAL.....	13
5	CONDUCT.....	14
6	STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS.....	15
7	FIREARMS AND FIREWORKS.....	16
8	SIGNS AND NOTICES.....	16
9	LAUNDRY.....	16
10	FIRE EXTINGUISHERS/HYDRANT CONNECTIONS.....	16
11	MEMBERS' RIGHTS OF INSPECTION OF THE STATUTORY RECORDS AND BOOKS OF ACCOUNT OF THE ASSOCIATION.....	17
12	DELEGATION.....	17
13	LOSS OR DAMAGE.....	17
14	LEVIES.....	18

15	RIGHTS OF THE DEVELOPER AND THE ASSOCIATION.....	18
15.1	Penalties	18
15.2	Breach.....	19
16	GENERAL	19

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context -

- 1.1.1 "Articles" means the articles of association of the Association for the time being and from time to time;
- 1.1.2 "Association" means the Carlswald Glen Home Owners Association (Registration Number 2005/040416/08), a company duly incorporated with limited liability in accordance with the company laws of the Republic of South Africa, and an association incorporated under section 21 of the Companies Act, No. 61 of 1973, as amended;
- 1.1.3 "Board" means the duly constituted board of directors of the Association;
- 1.1.4 "Conduct Rules" means the conduct rules set out in this document and its appendices and formulated in terms of Article 5 of the Articles;
- 1.1.5 "Developer" means Group Five Construction (Proprietary) Limited (Registration Number 1974/003166/07), a company duly incorporated with limited liability in accordance with the company laws of the Republic of South Africa and its successors-in-title;
- 1.1.6 "Development" means the proposed cluster development to be known as "Carlswald Glen";
- 1.1.7 "Local Authority" means the City of Johannesburg Metropolitan Municipality or such other authority having jurisdiction in respect of the Property for the time being and from time to time;
- 1.1.8 "Managing Agent" means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;

- 1.1.9 "**Member**" means a member of the Association within the meaning of and subject to the conditions set out in the Articles and a registered owner of a Residential Portion and "**Members**" shall bear a corresponding meaning;
- 1.1.10 "**Occupier**" means a person lawfully occupying the Residential Portion of a Member;
- 1.1.11 "**Residence**" means the dwelling and other improvements situate on each Residential Portion and "**Residential Portions**" shall bear a corresponding meaning;
- 1.1.12 "**Residents**" means Members or Occupiers and the household members of such Members or Occupiers and "**Resident**" shall bear a corresponding meaning;
- 1.1.13 "**Residential Portions**" means the portions of the Property which have been zoned and reserved for residential use comprising of 65 (sixty five) residential erven and upon which the Residences are situate and "**Residential Portion**" shall bear a corresponding meaning;
- 1.1.14 "**Roads**" means those erven which have been zoned and reserved for road purposes and which are to be transferred to the Association, namely Erf 1353 and Erf 1354 of the Township;
- 1.1.15 "**Township**" means Halfway Gardens Extension 60 Township, Registration Division J.R, Province of Gauteng;
- 1.1.16 "**Vehicle**" means any form of conveyance, whether self-propelled, propelled or drawn by mechanical, animal or human agency.

1.2 **Interpretation**

- 1.2.1 In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context, any reference to the singular includes the plural and *vice versa*, any reference to natural persons includes legal persons and *vice versa* and reference to a gender includes the other genders.

- 1.2.2 Where appropriate, meanings ascribed to defined words and expressions in 1.1, shall impose substantive obligations on the Parties.
- 1.2.3 The clause headings in these Conduct Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.
- 1.2.5 The use of the word "**including**" followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generis* shall not be applied in the interpretation of such general wording and/or such specific example or examples.
- 1.2.6 These Conduct Rules must be read in conjunction with and shall not detract from the obligations imposed by the Articles and unless it appears to the contrary, either expressly or by necessary implication, the words and expressions defined in the Articles shall bear the same meaning in these Conduct Rules as in the Articles. In the case of conflict between these Conduct Rules and the Articles, the Articles shall prevail;

2 VEHICLES

2.1 **Motor Vehicles, use of Driveways and Parking Areas**

- 2.1.1 No person shall drive or permit or cause to be driven or ride in any Vehicle –
- 2.1.1.1 at any place within the Development except, upon a Road or any drive-way within the Residential Portion; and
- 2.1.1.2 on any roadway within the Development referred to in 2.1.1.1 at a speed, in excess of 20 (twenty) kilometres per hour, save as set out in this 2.1.

- 2.1.2 Vehicles shall be driven on the left hand side of the Road.
- 2.1.3 The Association may, if it considers it necessary or desirable so to do, impose, whether temporarily or permanently, a speed limit higher or lower than that referred to in 2.1.1 upon such Roads or portions thereof.
- 2.1.4 The Association may by means of appropriate signs, give such directions as to the use of the Roads, or any portions thereof, as it, in its sole discretion deems fit; provided that such signs shall insofar as possible be in accordance with the International Code of Road Signs. The Association may, if it, in its sole discretion, deems it necessary or desirable to do so, amend the signs in such a manner as it may deem fit. The failure by any person to obey the signs and give effect to such meaning shall constitute a contravention of these Conduct Rules and such person shall be liable to pay a penalty in accordance with the provisions of 15.1.1.
- 2.1.5 Should the Association alter the speed limit upon any Road or portion thereof, it shall erect at the commencement of the area of the Road affected by such alteration, a sign setting out such higher or lower speed limit, and such higher or lower speed limit shall apply upon that Road for the length thereof until a further sign erected by the Association removes such higher or lower speed limit, as the case may be.
- 2.1.6 Vehicles may not be driven within the Development in a reckless manner that creates a nuisance or is considered by the Association not to be in the interest of safety.
- 2.1.7 Hooters shall not be sounded within the Development other than in emergencies. Residents shall instruct their visitors, guests and invitees accordingly and ensure they comply with and conform to these Conduct Rules.
- 2.1.8 Damaged Vehicles, Vehicles that are not in general use, Vehicles that drip oil or brake fluid onto the Development or that are not roadworthy may not be parked on the parking area other than for such short periods as may be approved by the Association in writing.

2.1.9 No person may dismantle or effect major repairs to any Vehicles or wash any Vehicles on the outside driveways of the Development, on the pavements or in the Roads.

2.1.10 The use of Vehicles with noisy exhaust systems are prohibited. Excessive revving of engines must be avoided.

2.2 Access Control

2.2.1 All Vehicles entering and exiting the Development shall stop at the Vehicle entrance security gates ("**Security Gates**") and no Vehicle shall enter the Development unless by a Resident, security guard or by means of remote controls to the Security Gates issued by the Association enabling the Residents to operate the Security Gate themselves (the "**Remote Controls**").

2.2.2 No Resident shall permit the use of the Remote Controls for operating the Security Gate by any person, save for any Resident or visitor, guest, invitee or employee of such Resident.

2.2.3 If additional Remote Controls to the Security Gates are required, the Resident concerned shall be responsible for the cost thereof.

2.2.4 If Remote Controls to the Security Gates are lost, stolen or damaged, the Resident concerned shall be responsible for the replacement cost thereof.

2.2.5 To minimise the security risk at the Development –

2.2.5.1 security protocol at the Security Gates must be adhered to all times;

2.2.5.2 it is the duty of Residents to inform the security personnel at the gatehouse of their contract with workmen, plumbers, electricians, painters and/or other contractors who are in or around the Development in the performance of their work so that their access can be validated;

- 2.2.5.3 all pedestrians must enter the Development through the gatehouse situate adjacent to the Security Gates where they will be issued with visitors cards;
- 2.2.5.4 Residents will be issued with security stickers which must be affixed to the bottom left corner of the windscreens of their Vehicles.
- 2.2.5.5 the security guards have the right to search, or to detain pending a search by a peace officer, any vehicle or pedestrian entering or exiting the Development;
- 2.2.5.6 the security personnel at the gatehouse must be advised in advance of the pending arrival of emergency vehicles, visitors, guests and invitees, and should be provided with the Vehicle registration numbers and the name of the Resident to be visited in order to ensure that access is granted without unnecessary delay.
- 2.2.6 Contractors employed by Residents who will be entering the Development regularly to execute their duties may apply for a temporary access sticker which will be valid for a maximum of one week.
- 2.3 **Parking of Vehicles**
- 2.3.1 No person shall store, park or leave any Vehicle unattended at any place in the Development except –
- 2.3.1.1 in the case of a Resident or the visitor, guest, invitee or employee of such Resident, in the drive-way or on the Residential Portion of such Resident;
- 2.3.1.2 in a structure designed for use as a garage or carport;
- 2.3.1.3 in any parking area designated for such purpose by the Association by means of an appropriate sign;
- 2.3.1.4 in a lay-by designated as such by means of an appropriate sign.

2.3.2 Vehicles may be parked only on such areas in the Development as are specifically indicated or approved by the Association for that purpose and in such a way that the flow of traffic and access and egress from parking bays are not obstructed. Should a Vehicle be parked in a manner that causes obstruction, the Vehicle will be towed away and impounded at the expense of the owner of the Vehicle.

2.3.3 No Vehicle may park on the sidewalks or in the Roads or where yellow lines have been painted for no parking. Any Vehicle seen parking in these zones will be towed away at the expense of the owner of the Vehicle.

2.3.4 Where lines are marked on the surface of any parking delineating parking spaces within that area, no Vehicle shall be parked in such manner that any portion thereof protrudes over any such line.

2.3.5 A Vehicle may not occupy the adjacent parking bay to it unless the use of such adjacent bay has been allocated to the driver of the Vehicle.

2.3.6 No person shall, within the Development, park or store any boat, trailer, caravan, truck or lorry except with the consent of and at a place designated for that purpose by the Association.

2.4 **General Prohibitions**

2.4.1 No person shall –

2.4.1.1 drive or permit to be driven or ride in any Vehicle in the Development while under the influence of alcohol or any drug/s which may in any way affect or impair such person's ability to control the Vehicle.

2.4.1.2 use or permit the use of any Road in such a manner as to constitute a danger or a nuisance to any other person or thing within the Development; and

2.4.1.3 drive any Vehicle at any place within the Development unless such person is the holder of a valid current licence which would permit such

driver to drive such Vehicle upon a public road within the Republic of South Africa.

2.4.2 No helicopters or any other means of aerial conveyance may be landed at any place in the Development except with the consent of and subject to such conditions as may be laid down by the Association.

3 RESIDENTIAL PORTIONS

3.1 Alterations or additions to Residences

3.1.1 The construction, building, erection, alteration of or addition to any Residence shall be in accordance with a standard approved by –

3.1.1.1 in respect of the construction, erection, alteration or addition of a structural nature, the architectural review committee, established in accordance with the Articles (the "**Architectural Review Committee**") and in accordance with the architectural review guidelines and building guidelines formulated by such committee for the time being and from time to time (the "**Guidelines**");

3.1.1.2 in respect of any construction, building, erection, alteration or addition other than that referred to in 3.1.1.1, including any specifications relating to the materials or colours to be used, the Developer, if the Developer is still a Member, failing which by the Association.

3.1.2 The decision of the Architectural Review Committee, the Developer or the Association, as the case may be, shall be final and binding in respect of the approval sought in terms of 3.1.1.

3.1.3 No person shall at any time, without the prior written consent of the Developer, if the Developer is still a Member, failing which, the Association –

3.1.3.1 alter the previously approved external colour scheme of the Residence;

3.1.3.2 erect or construct on the Residential Portion any solar energy system, wind turbine, outdoor radio or television aerial or any other aerial/s and/or other similar structures.

3.1.4 In the event of total or partial destruction of the Residence or any portion thereof, the Member shall, within a reasonable period of time, make good such damage or reconstruct the same in accordance with the original plans and working drawings approved by the Architectural Review Committee and/or the Local Authority and the provisions of this 3.1 shall apply *mutatis mutandis*.

3.1.5 The design of any burglar bars shall be approved by the Architectural Review Committee.

3.2 Gardening and Streetscope

3.2.1 Residents are expected to maintain a high standard of garden frontage maintenance in respect of the gardens in such Resident's Residential Portion.

3.2.2 No plants or flowers may be picked from, nor may any damage be caused to, the garden areas on the public area of the Development. The natural areas fauna and flora shall not be destroyed, removed or damaged in any way.

3.2.3 No exotic trees, plants, shrubs or other vegetation may be planted in or brought onto the Development provided that this Conduct Rule shall not apply if such exotic trees, plants, shrubs or other vegetation as the case may be, are planted in the internal court yard of a Residence.

3.2.4 Should the provisions of 3.2.3 not be followed and should any exotic trees, plants, shrubs or other vegetation be planted in or brought onto the Development, the Association may call upon the owner thereof immediately to remove the exotic trees, plants, shrubs or other vegetation, and in the event of the owner failing or refusing to do so, the Association may procure the removal of such exotic trees, plants, shrubs or other vegetation from the Development by such means as the Association may deem fit, and recover any costs incurred by him in so doing from the Association which shall be

entitled to recover such costs from the Resident without prejudice to its right to invoke any penalty in the amount determined in accordance with 15.1.1.

3.2.5 In the watering of gardens, all Local Authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The Association or the Managing Agents will not be liable for any fines imposed by the Local Authority and any Resident not complying with these regulations will be fined accordingly.

3.2.6 Every Resident has a responsibility to the other Residents to maintain the area between the Road and the boundary of such Resident's Residential Portion, failing which the Association shall have the right to clean the pavement at the cost of the Resident.

3.2.7 Garden fences/walls and buildings forming part of the streetscape shall be maintained and painted where necessary, failing which the Association may have the fences or structure repaired or painted at the cost of the Residents.

3.2.8 Caravans, trailers, boats, wendy houses, tool sheds, equipment tools, vehicle parts, accommodation for pets and all other items being stored on the Residential Portion, should not be visible from the street and shall be screened from neighbouring Residential Portions.

3.3 **Insurance**

Each Member shall be obliged to insure (and maintain such insurance of) the Residence and any other buildings or structures erected on such Member's Residential Portion with a reputable insurance company approved by the Developer, if the Developer is still a Member, failing which, the Association shall, if requested by the Developer and/or the Association, as the case may be, furnish proof of such insurance.

3.4 **General**

Each Member shall maintain such Member's Residential Portion, Residence and any other buildings or structures erected on the Residential Portion in a neat and tidy condition.

3.5 **Letting and Reselling Property**

Certain restrictions are imposed on the manner in which Estate Agents may operate in the Development. In order to ensure that these Conduct Rules are made known to new Members and Occupiers, the following rules relating to the re-selling or letting of property shall apply -

- 3.5.1 Members shall notify the Association and its Managing Agent should they wish to sell or let their Residential Portion.
- 3.5.2 Should a Member wish to sell or let such Member's Residential Portion, only an accredited Estate Agent may be selected to manage the sale or lease thereof. Members may apply to the Association to have their chosen Estate Agent accredited.
- 3.5.3 Members are entitled to sell or let their Residential Portions to any person provided that such person first agrees to comply with and be bound by these Conduct Rules.

3.6 **Pets**

- 3.6.1 The Local Authority bylaws relating to pets will be strictly enforced.
- 3.6.2 A Resident shall not, without the written approval of the Association, keep any animal or bird, including any domestic or household animals (the "Pet") in the Residential Portion or bring any Pet into the Development, save for the guard dogs kept by the Security Personnel and/or Managing Agent for security purposes.

3.6.3 Should the provisions of this 3.6 not be followed and should any Pet be introduced into the Development, the Association and/or the Managing Agent, as the case may be, may call upon the owner thereof immediately to remove the Pet, and in the event of the owner failing or refusing so to do, the Association and/or the Managing Agent, as the case may be, may procure such Pet's removal from the Development by such means as the Association and/or the Managing Agent may deem fit. The Association and/or the Managing Agent, as the case may be, may recover any costs incurred by the Association and/or the Managing Agent, as the case may be, shall be entitled to recover such costs from the Member or Occupier without prejudice to its right to invoke any penalty in the amount determined in accordance with 15.1.

3.6.4 No Pets are allowed to roam the Development.

3.6.5 Pets must be walked under strict control in public areas, whether by voice or leash.

3.6.6 Should any excrement be deposited in a public area of the Development or on the Residential Portion of any other Member, the immediate removal thereof shall be the sole responsibility of the owner of the Pet.

3.6.7 Every Pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Dogs and cats must be registered with the Association upon arrival. Stray Pets without identification tags will be apprehended and handed to the Municipal Pound.

3.7 **Eradication of Pests**

Each Resident shall keep such Resident's Residential Portion free of white ants, borer and other wood destroying insects, collectively, (the "Pests") and to this end shall permit the Association, the Managing Agent and/or their duly appointed agents or employees to enter upon such Residential Portion from time to time for the purpose of inspecting the Residential Portion and taking such action as may be reasonably necessary to eradicate the Pests. The costs of the inspection, eradication of any Pests found in the Residential Portion, replacement of any

woodwork or other material forming part of such Residential Portion which may be damaged by any such Pests shall be borne by the Resident concerned.

4 DOMESTIC REFUSE DISPOSAL

- 4.1 The removal of domestic and other refuse shall be under the control of the Association and/or the Managing Agent. In exercising such functions in this regard, the Association and/or the Managing Agent may, from time to time, by written notice to all persons concerned -
- 4.1.1 lay down the type and size of refuse containers to be obtained;
- 4.1.2 give directions in regard to the placing of such refuse for collection;
- 4.1.3 require the payment of a reasonable charge for the provision of such containers at such charge as the Association and/or the Managing Agent may from time to time determine in terms of a "Current Charge List" issued from time to time by the Association and/or the Managing Agent.
- 4.2 It shall be the duty of every Resident to ensure that such directions given by the Association and/or the Managing Agent are fully observed and implemented and that no refuse is kept within or outside of such Resident's Residential Portion except in the containers as aforesaid.
- 4.3 Containers shall not be kept in any place outside any Residential Portion except at such places as may be specifically set aside therefor or as may be approved by the Association and/or the Managing Agent from time to time.
- 4.4 Where in the opinion of the Association and/or the Managing Agent any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association and/or the Managing Agent, the Association and/or the Managing Agent may give the person wishing to dispose of the aforesaid refuse such directions for its disposal as the Association and/or the Managing Agent may deem fit.

5 CONDUCT

- 5.1 It is a fundamental right of all Residents to be able to utilise and enjoy their Residential Portion within the Development without being unreasonably disturbed by other persons within the Development. To this end Residents and their guests, visitors, invitees and employees –
- 5.1.1 shall not conduct themselves in an unruly or noisy manner, which may, constitute a nuisance or disturbance to the peace and quiet of other Residents;
- 5.1.2 shall supervise their children so that no damage nuisance, irritation or discomfort may be caused to any other persons within the Development. Children under the age of 12 (twelve) years may not play in the public areas of the Development without adult supervision. Children aged 12 (twelve) years and above may play in the public areas of the Development without supervision provided they obey the rules of the Road and are considerate towards other Residents;
- 5.1.3 shall not be allowed to –
- 5.1.3.1 engage in any trading, selling, promotions, pamphlet dropping or cause any other manner or form or marketing of whatever nature to be carried out, whether directly or indirectly, including, without limiting the generality of the foregoing, jumble sales or auctions, within the Development without prior written approval of the Association;
- 5.1.3.2 do anything or cause or permit anything to be done which may reasonably be a nuisance, irritation or discomfort or which may cause damage to any other persons within the Development;
- 5.2 Residents will be held responsible if they or their guests, visitors, invitees and/or employees cause damage or loss of any kind whatsoever in or on any part of the Development.

- 5.3 All noisy work and especially construction, is limited to weekdays between 08:00 and 19:00 and on Saturdays between 09:00 and 17:00 with no noisy work to be undertaken on Sundays or public holidays. Under no circumstances is gutting of any nature allowed on Sundays or public holidays and this includes any knocking of nails and drilling, so as not to disturb neighbours.
- 5.4 All noise levels are to be kept to a minimum and no excess noise after 22h00.
- 5.5 Mechanical maintenance and the use of power-saws, lawnmowers, weed eaters and the like are to be restricted from 08h00 to 19h00 on Mondays to Fridays and 09h00 to 17h00 on Saturdays, Sundays and public holidays.
- 5.6 Residents shall be responsible for the activities and conduct of such Resident's private employees, specifically and especially chaps, maids and gardeners, and shall ensure that such employees understand and do not breach these Conduct Rules or any national or provincial legislation or Local Authority by-laws which may affect the Development.
- 5.7 No Residents shall do or permit to be done or persist in doing any act, matter or thing which may cause or tend to cause a nuisance to any other Residents, including, the loud playing of musical instruments, radios, compact disc players and television sets, singing or playing of drums.
- 6 STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**
- 6.1 No person shall store or keep anywhere in the Development any flammable material or substances, provided however that this Conduct Rules shall not apply to the keeping of such substances and in such quantities as may reasonably be required for normal domestic use.
- 6.2 No person shall do, perform or permit or cause to be done or performed any dangerous act within the Development which –
- 6.2.1 will or may increase the rate of the premium payable by the Developer or the Association on any insurance policy; and

- 6.2.2 will or may injure, harm or cause any damage or loss to be suffered or incurred by any person within the Development.

7 FIREARMS AND FIREWORKS

No person may discharge any firearm, air-gun or pistol, store or ignite fireworks at any place within the Development, except in self-defence.

8 SIGNS AND NOTICES

- 8.1 No person shall place any sign, notice, billboard of any kind whatsoever on any part of the Development, without having first obtained the prior approval of the Association.
- 8.2 The doors, walls and windows visible from the exterior of a Residence shall not have placed therein or thereon any advertisement, notice or poster.

9 LAUNDRY

- 9.1 No garments, household linen or washing of any nature may be -
- 9.1.1 hung out or placed anywhere to dry except in a drying yard or such other area designated for that purpose;
- 9.1.2 visible from the street, the Security Gates or Roads.
- 9.2 Any washing hung out to dry is at the sole risk of the Resident.

10 FIRE EXTINGUISHERS/HYDRANT CONNECTIONS

The fire hydrant connections in the Development are not to be tampered with and no stones or other articles are to be thrown down the pipes. Parents are to instruct and control their children accordingly. If any person is found disobeying these Conduct Rules such person will be responsible for payment of the costs of any repairs that may be required.

11 MEMBERS' RIGHTS OF INSPECTION OF THE STATUTORY RECORDS AND BOOKS OF ACCOUNT OF THE ASSOCIATION

The statutory records and books of account of the Association shall be open for inspection by any Member or any Member's duly authorised representatives at the offices of the Association and/or the Managing Agent between 9.00 a.m. and 12.00 p.m. on all business days, save that the Association and/or the Managing Agent shall be entitled to refuse to allow any person access to any of the aforesaid books or records in the event of it being inconvenient for the Association and/or the Managing Agent to allow such access at that particular time, in which case the Association and/or Managing Agent shall specify a date and time within 7 (seven) days from the date upon which access was denied as aforesaid upon which such books or records may be inspected.

12 DELEGATION

- 12.1 The Developer, if the Developer is still a Member, and the Association may delegate any of their powers in terms of these Conduct Rules to the Managing Agent upon such terms and conditions as they may deem fit.
- 12.2 The Managing Agent may delegate any of the powers so delegated to him, or any power accorded to him in terms of these Conduct Rules to any person nominated by the Managing Agent for that purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

13 LOSS OR DAMAGE

The Managing Agents and the Board shall not be liable for any injury or loss or damage of any description which a Resident or such Residents friend, acquaintance, visitor, invitees, guest or employee may sustain physically, or to such person's property, directly or indirectly, in or about the public area of the Development or in any of the Residential Portions by reason of any defect in the public area, its amenities or in the individual units, or for any act done or any neglect on the part of the Managing Agents or any of the Managing Agents employees, agents or contractors.

14 LEVIES

- 14.1 All levies are due and payable in advance on the first day of each and every month.
- 14.2 Interest will be raised on all accounts in arrears and delinquent account holders will be liable for all legal and administrative costs resulting from recoupment of outstanding levies and/or fines.
- 14.3 A further penalty, to be determined from time to time, will be imposed on any accounts unpaid after 30 (thirty) days. The Association reserves the right to publish the names, addresses and amounts owed by such delinquent account holders.

15 RIGHTS OF THE DEVELOPER AND THE ASSOCIATION

15.1 Penalties

- 15.1.1 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of any section of these Conduct Rules, such person shall be liable to a penalty in such amount as the Members may from time to time decide in respect of each section of these Conduct Rules. Should any contravention of the provisions of any section of these Conduct Rules, continue for a period of more than 1 (one) day, such person shall be liable to a further penalty in such amount as the Board may from time to time decide in respect of each section for each day or part thereof reckoned from the day upon which such contravention commenced until (and including) the day upon which such person ceases contravention or commences to comply with the Conduct Rules.
- 15.1.2 Where the person contravening or failing to comply with any provision is a Resident or guest, invitee or employee of such Resident, any penalty imposed by the Board in terms of these Conduct Rules shall be deemed to comprise part of that Member's levy.

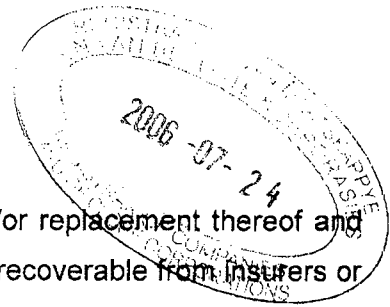
15.2 Breach

If any person (the "**Defaulting Party**") by an act or omission commits a breach of these Conduct Rules and fails to remedy such breach after the Developer, if the Developer is still a Member, or the Association, whichever the case may be, has given such person written notice to make good such breach within a time specified in such notice then in addition to the penalties which may be imposed in terms of 15.1.1 –

- 15.2.1 the Developer, if it is still a Member, and/or the Association and/or any other Member shall be entitled without further notice to the Defaulting Party to institute proceedings against such person in any Court of competent jurisdiction to obtain redress, including obtaining an interdict; and
- 15.2.2 the Developer, if it is still a Member, or the Association (or those employed by either) may enter upon the Residential Portions and any other areas within the Development to take such action as may be required (as determined in the discretion of the Developer or the Association, whichever the case may be) to remedy the breach and the Defaulting Party shall be liable to the Developer or the Association for all costs so incurred which costs shall be due and payable upon demand.

16 GENERAL

- 16.1 All parties consent to the jurisdiction of the Magistrates' Court having territorial jurisdiction, in respect of any action or proceedings which may be brought against any Member by the Association: provided that the Association shall be entitled to bring proceedings in the Supreme Court where such proceedings would, but for such consent, fall outside the jurisdiction of the Magistrates' Court.
- 16.2 Residents must notify the Association and its administrators, of their correct postal address and office hours telephone number, and to inform them of any change in address.
- 16.3 Should any damage of whatsoever nature be caused to any property belonging to the Association by a Resident or visitor, employee or contractors employed by such



Resident, the Association will attend to the repair and/or replacement thereof and thereafter will bill the member for such costs as are not recoverable from insurers or the perpetrator.

- 16.4 No relaxation or indulgence granted to any person, whether a Resident or otherwise, by the Association at any time shall be deemed to be a waiver of any of the Association's rights in terms of these Conduct Rules and such relaxation or indulgence shall not be deemed a novation of any of these Conduct Rules or create any estoppel against the Association.

- 16.5 No variation, alteration or cancellation of these Conduct Rules shall be of any force and effect unless reduced to writing and signed by the Board.