

CONDUCT RULES

OF

THE SCHONENBEG MASTER HOME OWNERS'
ASSOCIATION

CONDUCT RULES
FOR THE SCHONENBERG ESTATE

1. INTRODUCTION

1.1 The meanings and definitions set out in the Constitution of The Schonenberg Master Homeowners' Association shall apply in this document unless otherwise stated or the context clearly indicates otherwise.

1.2 Members and Occupiers have subscribed, by the Member's purchase of his Erf, to a particular unique lifestyle and way of living.

1.3 Living in an estate calls for a higher degree of respect for and calls for certain restraints in respect of one's neighbours and all Members and, as such, requires that Members and Occupiers adhere, at all times, to the rights and privileges of other Members and Occupiers.

1.4 The Conduct Rules have accordingly been introduced for the protection and reinforcement of this lifestyle and the Member's capital investment.

2. LEGAL STATUS

2.1 These Conduct Rules have been agreed to by each Member on acquiring his Erf and are attached to the Constitution of the Association.

2.2 All Members, Occupiers and entrants onto and to the Estate are obliged to comply with the Conduct Rules.

2.3 These Conduct Rules are in addition to the rights and obligations provided for in the Constitution.

2.4 The Member or Occupier of every Erf is responsible for ensuring that all members of his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and delivery persons also comply with these Conduct Rules.

2.5 The Trustees shall have the rights, in the event of a breach of a Conduct Rule by the Member, Occupier, his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and delivery persons, to take such action against the defaulting Member or Occupier as they deem fit, including but not limited to:

2.5.1 giving notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine; and/or

2.5.2 taking or causing to be taken such steps as they may consider necessary to remedy the breach at the cost of the defaulting Member; and/or

2.5.3 taking such action, including the imposition of a fine or proceedings in a Court of competent jurisdiction, as they deem fit.

3. AMENDMENTS

3.1 As the Estate is a developing estate, these Conduct Rules will require amendments, deletions and/or additions from time to time to meet

- the evolving needs of the Estate and the Members.
- 3.2 These Conduct Rules are therefore subject to change from time to time and the Trustees shall use their best endeavours to amend, add to or repeal the rules as deemed necessary in order to protect the interests of the Developer, the Association, the Members and the integrity of the Estate as a whole.
- 4. GENERAL PRINCIPLE**
- In order to preserve and enhance the residential ambience and lifestyle of and within the Estate, all Members shall at all times behave and conduct themselves in a considerate, reasonable and civilized manner and shall, in particular, avoid causing inconvenience or nuisance to other Members.
- 5. USE OF PROPERTY AND/OR THE COMMON PROPERTY**
- No Member or Occupier of an Erf may, without the prior written consent of the Trustees:
- 5.1 use the Erf for any purpose other than residential purposes, save for those Erven designated for commercial use;
- 5.2 allow any persons to reside in a residential house excepting in special circumstances for a short duration;
- 5.3 paint on or affix to any wall, building or structure on the Erf any advertisement, name or lettering of any unsightly size, colour or character while no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the Erf, save for any advertising allowed by the Trustees for commercial use;
- 5.4 erect, store, leave or allow to be erected, kept, stored or left any article or thing on any part of the Common Property;
- 5.5 remove any shrub, tree or plant from the Common Property;
- 5.6 erect any washing lines nor hang any washing or other items on any part of an Improvement or the Common Property so as to be visible from outside the building or from any other Erf nor be exposed to view on the premises in any unsightly manner whatsoever;
- 5.7 may carry on any noisy, injurious or objectional trade or business of any kind on any Erf or Commercial component - Improvements shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any Member and/or Occupier and surrounding neighbours;
- 5.8 build any fires of any sort for braaing purposes on the Common Property;
- 5.9 place or do anything on any part of the Common Property or on the balcony, stoep or patio of any Improvement erected on his Erf which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building;
- 5.10 deposit, throw or permit or allow to be deposited or thrown on the Common Property any rubbish, including dust, food, scraps, cigarette butts or any other litter; and
- 5.11 carry on a commercial enterprise on an Erf.
- 6. DAMAGE, ALTERATIONS OR ADDITIONS TO AN IMPROVEMENT AND COMMON PROPERTY**
- 6.1 A Member or Occupier shall not mark,

paint, drive nails or screws or the like into or otherwise damage or alter any part of the Common Property without first obtaining the prior written consent of the Trustees.

6.2 To ensure uniformity of appearance, the prior written consent of the Trustees shall be obtained to:

- 6.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of an Improvement on an Erf;
- 6.2.2 install a canopy;
- 6.2.3 install a screen or other device to prevent the entry of animals, insects, etc;
- 6.2.4 install any outside TV aerial, satellite dish or similar installation;
- 6.2.5 make any structural, decorative or other alteration or addition to an Improvement, externally or internally, to the extent that it can be seen externally,

while the Member shall endeavour to include the items detailed in this clause 6.2.2 in the initial plans submitted to the Design Review Committee for the proposed Improvement of an Erf.

6.3 All building alterations are to be approved by the Design Review Committee. A plan with a refundable deposit, to be determined by the Trustees from time to time, shall be submitted for approval prior to commencement of construction. The contractor appointed by the Member shall be obliged to provide the Association with an Undertaking in the form attached to the Code of Conduct attached hereto prior to the commencement of construction.

6.4 A Member or Occupier of a home shall ensure that:

6.4.1 any broken window pane is replaced within 3 (three) days of breaking from whatsoever cause; and

6.4.2 all curtains or blinds shall be aesthetically acceptable.

7. BEHAVIOUR OF MEMBERS, OCCUPIERS AND GUESTS

7.1 All Members and Occupiers shall ensure that their use of their Erf and of the Common Property within the Estate and its facilities thereon, shall at all times be conducted in such a manner as not to:

7.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other Member or Occupier, particularly in the form of loud music, radio or TV or irritable audible sound; and/or

7.1.2 detrimentally affect the rights and interests of other Members or Occupiers.

7.2 Members and Occupiers shall be responsible for the behaviour of their family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and delivery persons and shall be liable for any damage caused by them. Any damage caused by such persons shall be repaired at the cost of the Member or Occupier concerned, within 14 (fourteen) days of written notice by the Trustees, to the satisfaction of the Trustees.

7.3 No person is permitted to use any Common Property as may be designated out of bounds by the Trustees from time to time.

7.4 Pedestrians shall have the right of way at all times.

8. REFUSED DISPOSAL

A Member or Occupier of an Erf shall:

- 8.1 maintain in a hygienic and dry condition, such number of receptacles for refuse within his property as may be determined from time to time by the Association;
- 8.2 exercise a general responsibility towards maintaining the environment of the Estate and, in particular, undertakes to follow such guidelines as may be imposed by the Trustee Committee from time to time in relation to recycling refuse;
- 8.3 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 8.4 for the purpose of having the refuse collected, place the refuse within an area, in a bag and at the times as may be designated by the Trustees from time to time; and
- 8.5 garbage and/or garden rubble may not be left outside the Erf except for collection on the date of collection. It may not be left out overnight.

9. VEHICLES

- 9.1 No Member or Occupier shall park or stand any vehicle (for the purposes of this clause 9, the word "vehicle" shall mean any motorized form of conveyance) upon the Common Property or another Member's Erf or permit or allow any vehicle to be parked or stood upon the Common Property or another Member's Erf without the prior written consent of the Trustees. The Trustees may cause a vehicle to be removed, towed away or have its wheels clamped at the risk and expense of the owner thereof, should such vehicle be parked, standing or abandoned on the Common Property without the Trustees' written consent. A Member or Occupier hereby indemnifies the Trustee Committee and/or the Association for any damage that may be

sustained to the vehicle or their guest's vehicle as a result of such vehicle's wheels being clamped or such vehicle being towed away.

- 9.2 Members and/or Occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the Common Property or in any other way deface the Common Property. If dripping occurs, its removal will be for the account of the Member or Occupier concerned.
- 9.3 No Member or Occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, but may be permitted to attend to minor repairs and re-conditioning of vehicles in enclosed garages only.
- 9.4 Vehicles owned by Members or Occupiers may not be washed on the Common Property.
- 9.5 Hooters shall not be sounded within the Estate other than in emergencies.
- 9.6 Vehicles may be parked only on such areas of the Estate as are specifically designated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed.
- 9.7 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the Estate without the prior written consent of the Trustees.
- 9.8 Vehicles entering the Estate and being driven or parked in the Estate shall be at the owner's risk and responsibility from the time the vehicle enters the Estate and no liability shall attach to the Trustees, the Association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through

or under him, may suffer in consequence of his vehicle having entered, being driven or parked on the Estate.

9.9 Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors' parking and under no circumstances may any Occupier or any Member of their families park their vehicles in such areas.

9.10 Members or Occupiers shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise.

9.11 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the Common Property.

9.12 Members or Occupiers shall, when driving vehicles on the Estate, observe all the rules of the road and in particular, speed restrictions and road signs.

10. PARKING

10.1 Parking is to be confined to the specified parking area allocated to each Member/Occupier and Members and/or Occupiers shall under no circumstances without specific permission of the Trustees be allowed to park in the visitors' parking bays.

10.2 Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the Estate at the risk and at the expense of the owner of the vehicle or alternatively the Member concerned.

10.3 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending

vehicle removed or towed away to a public road or garage at the expense and risk of the owner of the vehicle.

10.4 The Member/Occupier indemnifies the Association in the event of his or his guest's vehicle being removed or claimed in the circumstances contemplated herein.

11. ANIMALS, REPTILES AND BIRDS (DOMESTIC PETS)

11.1 No animals, reptiles, birds (other than a bird in a cage) shall be kept or harboured in an outbuilding unless expressly authorised in writing by the Trustee Committee. When granting such authority, the Trustee Committee may prescribe any reasonable condition that may apply in relation thereto. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority.

11.2 Members and Occupiers shall comply with all municipal by-laws as may exist in relation to the ownership or keeping of any domestic pets, subject however to the Trustee Committee making any ruling they deem necessary in relation to any domestic pet as provided for in the Constitution and/or these Conduct Rules should they deem it necessary for the benefit of other Members or Occupiers.

11.3 Any pet that causes any repeated nuisance, disturbance, inconvenience or annoyance to any other Member or Occupier, particularly in the form of barking or meowing, may be required to remove such pet from the Estate on receipt of written notice from the Trustees requiring removal of the said pet.

11.4 Any Member or Occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the Common Property or otherwise cause any nuisance. Members

or Occupiers concerned will be responsible for cleaning up any fouled Common Property and/or for any damages incurred by such animal.

12. INSURANCE

12.1 The Association shall have no responsibility whatsoever for the insurance of the contents of or Improvement on any particular Erf, which shall at all times be the sole responsibility of the Member and Occupier in question.

12.2A Member or Occupier shall not do or permit to be done on his Erf or on the Common Property anything which will or may increase the rate of premium payable by the Trustees on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the Estate, premises or building any hazardous substances and/or any form of machinery whatsoever.

12.3A Member or Occupier shall not store or harbour upon the Common Property or any part thereof or on his Erf any goods which may vitiate any fire insurance policy held by the Trustee Committee or increase the premium payable in respect of such policy.

13. LETTING OF UNITS

13.1 Members wishing to let residential homes on their Erven will be required to obtain the prior written consent of the Trustees which consent shall not be unreasonably withheld. Prior to any proposed Occupier taking occupation of an Erf, the Trustee Committee shall be advised of such proposed lease and the proposed Occupier shall sign a copy of the rules as provided for in this Constitution. Such Occupiers granted rights of occupation of an Erf are obliged to comply with this Constitution notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The Trustee shall be advised of any

proposed lease prior to any proposed Occupier taking occupation of a residential home on an Erf.

13.2 No letting for shorter than a 6 (six) month period shall be allowed whatsoever without the prior written consent of the Trustee Committee. The Member shall be obliged to notify the Trustee Committee of any short-term occupancy for security purposes prior to occupation.

14. ERADICATION OF PESTS

A Member shall keep his Improvements free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent and their duly authorised agents or employees, to enter upon his Erf from time to time for the purpose of inspecting the Improvements and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the Improvements, replacement of any woodwork or other material forming part of such Improvements which may be damaged by any such pests shall be borne by the Member.

15. WALKWAYS

Members or Occupiers shall utilise walkways giving pedestrian access traversing the Estate wherever possible. All Members and their guests shall remain on walkways when using designated conservation areas.

16. ACTIVITIES ON COMMUNAL AREAS

No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other Members and/or Occupiers. The Trustee Committee shall be the final adjudicator resolving complaints of this nature.

17. COMMON PROPERTY AND/OR PRIVATE OPEN SPACES

17.1A Member or Occupier or their visitors and their respective children shall not be allowed to attend or partake of the following on the Common Property:-

17.1.1 utilise glass bottles or containers;

17.1.2 braai;

17.1.3 have loud music; and/or

17.1.4 leave litter (i.e. all refuse to be removed).

17.2 Games are permitted on areas designated by the Developer and the Trustees from time to time.

17.3 Animals are allowed provided that they are on a leash at all times and under the supervision of their owner/s while the Members or Occupiers will be required to remove any excrement left by such animals on the Common Property.

17.4A Member and/or Occupier shall be obliged to accompany any guest on the Common Property.

17.5 The Common Property shall be reserved for Members and/or Occupiers and their guests.

17.6 The operating hours of such area are from 07H00 to 20H30. Any usage after 21H00 to 06H00 shall be regarded as a violation of the conduct rules, save for the bona fide use of the jogging path for jogging and walking.

18. GENERAL

18.1 The Trustee Committee or its agents shall not be liable for any injury or loss or damage of any description which any Member or Occupier of property or any Member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their

property, directly or indirectly, in or about the Common Property or in the individual property by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees or any of the Association's employees, servants, agents or contractors.

18.2 The Trustee Committee or its representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

18.3 No fireworks, firearms or pellet guns may be discharged in the Estate whatsoever.

18.4A Member shall not use or permit his home to be used for any purpose which is injurious to the reputation of the Estate.

18.5 All complaints, violation of the conduct rules contained in this Constitution, or any other cause of concern must be in written form, addressed to the Chairman of the Association.

18.6 All Members and Occupiers shall meet all rules that may be imposed by the Trustee Committee for the benefit of the Members in the Estate, more particularly, in relation to those that exist for entry and exit to the Estate which shall include taking responsibility for the guests and employees.

18.7 All Members and Occupiers shall meet all security measures that may be imposed by the Trustees from time to time for the benefit of the Members in the Estate and Members and Occupiers shall similarly ensure that their guests meet such security measures as may be imposed by the Trustee Committee from time to time.

18.8A Member or Occupier of an Erf shall maintain such garden, fence and verges

on his Erf.

18.9A Member, an Occupier or their guests shall meet all rules of the Association as provided for herein and as may be imposed by the Association from time to time.