

# INTABA RIDGE

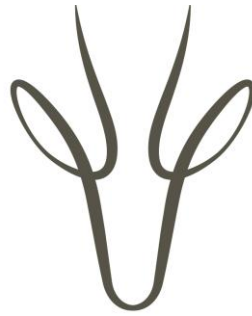
— PRIVATE GAME ESTATE —

## CONDUCT RULES

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### EXPLANATORY NOTE



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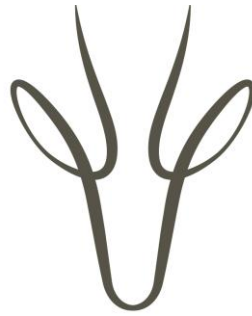
The Rules and regulations which govern the conduct of residents in ALMOND BANK, (“the Development”) are to be found in various documents. Rules may be found in:

- CONDUCT RULES,
- ARTICLES OF ASSOCIATION,
- THE CONTRACT OF SALE,
- TITLE DEEDS,
- DEVELOPMENT MANUAL,
- ENVIRONMENTAL MANAGEMENT PLAN (EMP),

including any amendments to the above documentation or Rules imposed from time to time by the Directors of the ALMOND BANK Home Owners Association (“HOA”).

## INTRODUCTION

1. The relevant Sections of the enabling documents giving authority to make and enforce these Rules, are contained in;
  - 1.1 the Contract and Articles, and
  - 1.2 the provisions of sections 35(2)(a) and 35(2)(b) of the Sectional Titles Act 95 of 1986, read together with the provisions of Regulation 30 of the Sectional Titles Act 95 of 1986, which provides, inter alia, that the Developer shall be entitled to impose **Conduct Rules** and Management Rules, and ensures compliance of those Rules by way of a system of fines or other penalties.
  - 1.3 the provisions of these Rules are binding on registered owners of Property within the Development (“Members”).
2. The Bodies Corporate within the Development, shall immediately upon their respective establishment, assign to the HOA all their functions and powers as contained in Section 37 and 38 of the Sectional Titles Act read together with Regulation 30 of the Sectional Titles Act,
3. The HOA shall be entitled to exercise such rights on behalf of the Bodies Corporate and Members as have not been conferred upon the Developer, or such rights, which the Developer has agreed in writing to cede and assign to the HOA.
4. The HOA shall be entitled to delegate to any Bodies Corporate such rights as it deems necessary or expedient.



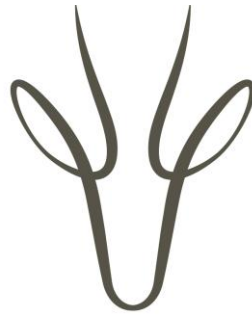
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5. The provisions of these Rules shall be binding upon the Bodies Corporate and all Members, and insofar as they may be applicable, to all persons occupying any Property by, through or under any Member, whatever the nature of such occupation.
6. The HOA may delegate any of its own powers in terms of these Rules to a Managing Agent upon such terms and conditions as it may deem fit.
7. The Managing Agent, within the limits of its job description, may delegate any of the powers so delegated to it to any person nominated by the Managing Agent for the purpose and upon such terms and conditions as it may deem fit.
8. The powers delegated to any Managing Agent, may at any time be withdrawn or amended by the Directors of the HOA.
9. Notwithstanding anything contained in these Rules, any consent to be obtained from the HOA must be given by it in writing and signed by a duly appointed official or employee of the HOA delegated with the necessary authority to sign such consent.
10. The statutory records and books of account of the HOA shall be open for inspection at the offices of the HOA or its appointed Managing Agent between 09.00 and 12:00 on all business days, save that the HOA shall be entitled to refuse any Member or any authorized agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7 (seven) days at which such books or records may be inspected.
11. On payment of the HOA's prescribed fee, a Member shall be entitled to obtain a photo- copy of these Rules and of the Articles.

## **A. DEFINITION AND INTERPRETATION**

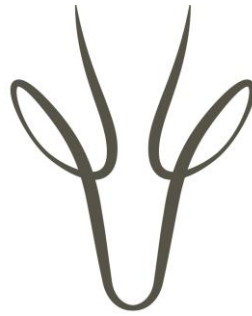
1. In these Rules unless it appears to the contrary either expressly or by necessary implication:-
  - 1.1 "Articles" means the duly registered Articles of Association of the HOA which are binding on the Member and which have been signed by the Member for identification purposes;
  - 1.2 "Contract" means the Schedule, Conditions of Sale and all Annexures contained in the Memorandum of Agreement of Purchase and Sale;



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- 1.3 "Design Review Committee" shall mean a committee established by the Developer to review and approve all Building Plans and Landscaping Plans in accordance with the Development Manual;
- 1.4 "Developer / Seller" means Sign Power Investments 8 No: 2005/037537/07;
- 1.5 "Development Manual" means the manual, which is binding on the Members, incorporating the, Building manual, Landscaping Design Code and other relevant information relating to building and improvements to the Property;
- 1.6 "Development" means the Township to be declared on the Land incorporating a secure housing estate and to be known as INTABA RIDGE,
- 1.7 "Development Period" means the period from Proclamation of the Development as a Township, up until any time, at the Developer's discretion, provided that the Development Period shall terminate automatically when the final Occupation certificates have been issued by the relevant Local Authority, for all the Improvements in the Development;
- 1.8 "Estate Agent" means the Estate Agent/s appointed by the Developer from time to time, provided that the Estate Agent acknowledges that Golden Tattoo Trading 11 (Pty) Ltd t/a Venture Partners are permitted at all times to enter into agreements of Purchase and Sale with prospective Members in the Development and shall remain as one of the appointed Estate Agents until termination of the Development Period;
- 1.9 "EMP" means the Environmental Management Plan setting out the Landscaping Design Code and the terms and conditions relating to the planting and management of the gardens on the Property and HOA Property, which is binding on the Member, and which has been signed by the Member for identification purposes;
- 1.10 "HOA" means the ALMOND BANK Home Owners Association (Association incorporated under Section 21 of the Companies Act of 1973) or any other name assigned to the HOA incorporated under Section 21, appointed to manage generally the affairs of the Development and take ownership of the HOA Property;
- 1.11 "HOA Property" means that portion of the Development depicted as Common



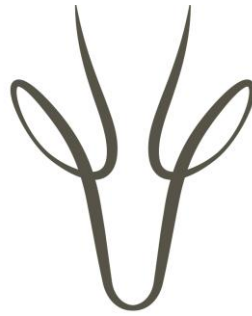
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Area on the registered General Plan of which the HOA is to become the registered Owner, or such other property which the right to control has been conferred upon it, or such movable property of which the HOA is the registered Owner or possessor;

- 1.12 “Improvement / Improvements to the Property” means the building of the Residential dwelling on the Property or any alterations to the Improvements;
- 1.13 “Landscaping Design Code” means the code governing the landscaping of the Property and which has been incorporated into the Development Manual, it being recorded that a minimum of 3% (three. Percentum) of the Building Budget is to be allocated towards the Landscaping Budget;
- 1.14 “Managing Agent” shall mean the organization appointed by the Developer, to manage, control and administer the daily running of the HOA and the Development;
- 1.15 ‘Member’ means any natural or legal person who is registered in the Deeds Registry at Pietermaritzburg, as the owner of any Property within the Development provided that in the case of joint owners or legal persona, the nominated owner as provided in these Articles shall be deemed to be the Member;
- 1.16 “Property” means, in relation to the Development any Erf or Erven, or any Unit or Units as defined in the Sectional Titles Act;
- 1.17 “Sporting facilities” means the Gym, Tennis court, Swimming Pool, Club-house and any other recreational facilities, owned by the HOA and appointed by the Directors for the use of sport or recreation within the Development.
- 1.18 Words importing the masculine gender include the feminine, neuter gender and vice versa;
- 1.19 Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa;
- 1.20 The headings to the. various clauses are intended only for reference purposes and shall not be taken into account in interpreting the Rules.

## **B. MEMBERSHIP**



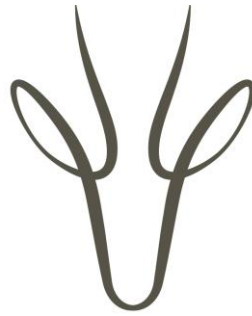
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1. Any person reflected in the records of the Deeds Office concerned as the registered owner of any Property shall be deemed to be Member of the HOA.
2. A Member shall not in any manner alienate any Property unless it is a condition of the agreement of alienation that:-
  - 2.1 The proposed transferee has bound himself to the satisfaction of the HOA, (as a contract for the benefit of the HOA), to become a Member thereof upon transfer of the Property to him.
  - 2.2 The registration of transfer of that Property into the name of that transferee shall ipso facto constitute the transferee as a Member of the HOA.
3. In addition to the requirements contained in the agreement of alienation, the HOA may at its sole discretion require that the proposed transferee sign an Application form for Membership of the HOA, which form may contain terms and conditions imposed by the HOA from time to time.
4. The registered owner of Property may not resign as a Member of the HOA.
5. The rights and obligations of a Member are not capable of transfer or cession.
6. Every Member shall observe these Rules and any provisions contained in the Contract and the Articles.

## **C. VEHICLES**

1. No person shall drive any vehicle on any road within the Development in excess of 25 (twenty five) kilometers per hour, unless a higher or lower speed limit is indicated by an appropriate sign.
2. The HOA may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
3. No person shall drive any vehicle at any place within the Development except:-
  - 3.1 upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the registered General Plan of the Development, or described in the Town Planning scheme as Common Roads.

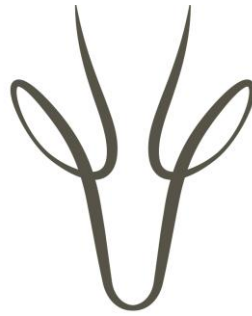


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- 3.2. upon any other road or track not referred to above, which is specially designated on a plan of the Development by the HOA as being for vehicular use, such plan to be posted in the office of the HOA or its nominee for general information, and which usage shall be further indicated by means of appropriate signs:
- 3.3 upon any driveway within any Property.
4. The HOA may by means of appropriate signage, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit, provided that such signs shall insofar as is possible be in accordance with the International code of road signs currently in force and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these Rules. The HOA may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
5. No person shall use any road within the Development in such a manner as to constitute a danger or nuisance to any other person or property within the Development.
6. No person shall operate any vehicle at any place within the Development unless he is the holder of a valid current drivers license issued under the Provisions of the Road Traffic Act No 29 of 1989 (as amended).
7. Right of way within the Development shall be given to pedestrians, horses, cyclists, domestic animals and wild life at all places and at all times;
8. No vehicle shall enter or leave the Development at any point except at approved gates, provided in special circumstances and with the consent of the HOA an alternative point may be arranged.
9. No vehicle shall enter the Development unless admitted thereto by the guard on duty at the main entrance gates, provided that the HOA may issue to its Members a device enabling such Members themselves to operate any boom gates at the main entrance, in which event such provision shall not apply.
10. No Member shall permit the use of a device for operating any boom gates at the main entrance by any person other than a family Member, guest or lessee of that Member.
11. Save where the aforesaid device for operating the boom gates at the main entrance is employed, no vehicle shall enter the Development except upon the production to the guard on duty at the main entrance of an identification card, disc or device issued by the HOA as evidence that the occupants of such vehicle are entitled to enter the Development, or alternatively in the event of the occupants of such vehicle wishing to enter the Development as





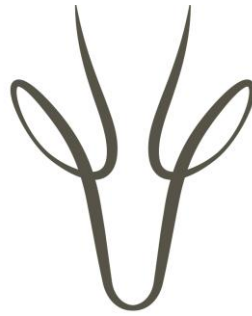
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the invitees of the occupant of the Development, upon the said guard having satisfied himself by reference to the person having issued the invitation or where a request has been made that the occupants of the said vehicle may be admitted to the Development as Visitors.

12. No vehicle having a gross weight in excess of 6000 (Six thousand) kg shall be permitted to enter the Development except with the prior written approval of the HOA, who may grant approval on such conditions as it may see fit.
13. No person shall operate any vehicle in the Development while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
14. No person shall store, park or leave unattended any vehicle at any place in the Development except :
  - 14.1 in a structure designed for use as a garage;
  - 14.2 in any area designated for such purpose by the HOA by means or an appropriate sign, or
  - 14.3 in a lay-by or parking bay designated as such by means of an appropriate sign.
15. No Member shall park or allow to be parked outside of a designated garage, more than 2 (two) vehicles upon his Property.
16. A Member shall be entitled to park a maximum of 4 (Four) vehicles on his Property and permission to exceed this number must be obtained from the HOA.
17. No person shall within the Development park or store any caravan, boat or trailer anywhere else but on his Property and provided it is concealed from view, except in the designated trailer park or with the written consent of and at a place designated for such purpose by the HOA.
18. No caravans shall be brought onto the Development except with the written consent and subject to such conditions as may be laid down by the HOA.
19. No helicopter or any other means of aerial conveyance may be landed at any place in the Development except with the written consent of and subject to such conditions as may be laid down by the HOA.
20. For the purpose of these Rules 'vehicle' shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 29 of 1989 and shall include petrol or battery driven golf carts.



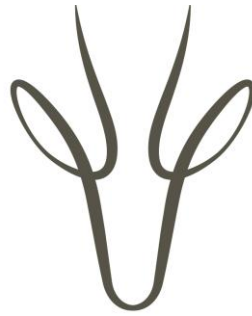


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## D. HOA PROPERTY

1. No person shall anywhere in the Development disturb, harm destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.
2. No person shall anywhere in the Development disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the HOA. This shall at all times be read with the EMP and any environmental policy determined by the HOA from time to time.
3. No person shall:
  - 3.1. light any fire at any place upon the HOA Property in the Development other than at a place designated for that purpose and then subject to a proper fireplace having been constructed at such place, provided however, that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions, (excluded from this proviso is the lighting of fire for recreational or purposes of braaing on a Members Property) ;
  - 3.2. camp or picnic upon any place upon HOA Property in the Development other than at a place which has been specially designated for such purpose by the HOA;
  - 3.3. discard any litter or any item of any nature whatsoever at any place in the Development except in such receptacles as provided and In such places as may be set aside for such purpose and designated as such by the HOA;
  - 3.4. use any HOA Property within the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Development or behave in such a way as to create a nuisance to any other persons in the Development.
  - 3.5. use, or conduct himself upon any HOA Property within the Development in such a manner as may reasonably in the opinion of the HOA, detrimentally affect the use of such HOA Property or any of the amenities thereon.
  - 3.6. plant any plants, shrubs, bushes or trees within the HOA Property, unless the same has been approved in terms of the EMP or Landscaping Design Code, and is in keeping with the indigenous nature of the vegetation within the Development
4. The HOA shall be entitled to prohibit access to any part of the HOA Property if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the HOA. Such areas shall be demarcated by suitable stakes and signage.
5. All trails and paths within the Development shall only be used by pedestrians, horses or cyclists



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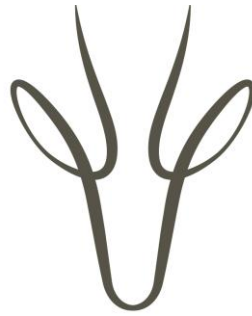
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save where the HOA designates otherwise.

- 6 The HOA may enter into an agreement on such terms and conditions as it may deem fit with a Member granting that Member the exclusive use and occupation of a specific area within the Development and no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation.
- 7 No person shall within the area of the Development discharge any fireworks or firearm as defined in the Arms and Ammunitions Act, No 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous weapons Act. No 71 of 1988, except in self-defence or within an area specifically approved for such purpose by the HOA, or with the express written approval of the HOA.
- 8 No person shall cause a nuisance of any nature in the Development.
- 9 The HOA shall have the right to demand, on reasonable written notice, that any Alien or Exotic plants and/or trees be removed from the Property of Members at the cost of the Members.
- 10 All Members shall ensure that the gates within the HOA Property are kept closed at all times.

## **E DAMS, PONDS, STREAMS AND WATER FEATURES**

1. No person shall launch upon any dam, pond or stream in the Development any craft of any description, save such craft as may be required in connection with any work to be carried out on the instruction of or in connection with the affairs of the HOA, provided further that the HOA in its sole discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the HOA may deem fit to impose.
2. No person shall swim in any dam, pond or stream in the Development without the consent of the HOA.
3. No person shall without the written consent of the HOA, remove any fish, live bait or crustaceans from any dam, pond or stream in the Development, unless specifically permitted to do so subject to such conditions as the HOA may impose. Any fish caught in the Dam shall be released back into the dam.
4. No person shall pollute or permit the pollution of any dam pond or stream in the Development by any substance which may, in any manner be injurious to any plant or animal or which may in any way be unsightly.



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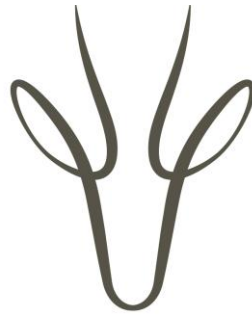
5. No person shall discard any litter or any article of any nature whatsoever in any dam, pond or stream in the Development.
6. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Development.
7. No person shall alter the flow of water within any water course, furrow, servitude, stream or water feature.

## **F. DOMESTIC REFUSE**

1. The removal of domestic and other refuse shall be under the control of the HOA who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
  - 1.1 stipulate the type and size of refuse containers to be used;
  - 1.2 give directions in regard to the placing of such refuse for collection;
  - 1.3 require the payment of a reasonable charge for the provision of such containers;
2. It shall be the duty of every owner or occupier of Property to ensure that such directions given by the HOA are fully observed and implemented;
3. No person shall keep any refuse within or outside his Property except in the containers aforesaid;
4. Containers shall not be kept in any place outside any Property or where it may be seen from outside the grounds of such Property except in such places as may be specifically set aside therefore or as may be approved by the HOA from time to time;
5. Where in the opinion of the HOA 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 HOA, the HOA may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit.

## **G. ANIMALS, BIRDS AND REPTILES**

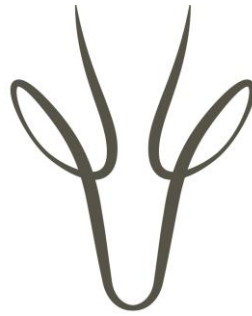
### **THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS**



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- 1** Msunduzi Municipal bye-laws relating to pets must be complied with where applicable (i.e. licensing/numbers/rabies inoculations etc.)
- 2** Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-
- 2.2.1** Written permission must be obtained from the Association. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.
- 2.2.2** No more than a total of **Two** pets (dogs and/or cats) are permitted per household, i.e. two dogs or two cats, or one of each. Management may grant temporary relief in respect of this rule based on circumstances and a written motivation. Such temporary relief shall be solely at Management's discretion.
- 2.2.3** All pets must be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 2.2.4** Each pet must at all times wear a collar with a name tag indicating the Owner's name and Telephone number. Cats must have a bell on their collar to prevent the killing of birds/wildlife.
- 2.2.5** Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.
- 2.2.6** Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on the Estate.
- 2.2.7** Dogs must be kept in an adequately contained area within the Owner's property and, when outside the Owner's property, must at all times be on a leash under the control of a responsible person.
- 2.2.8** Fouling by pets of property belonging to the Estate, or to other Owners, must be removed immediately by the responsible Owner, (For this purpose Owners are advised to carry a scooper or plastic bags whenever walking their pets outside their own property).
- 2.3** Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc or, in the case of cats, straying into other person's properties or houses.
- 2.4** Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association. Any costs incurred will be for the account of the property owner.
- 2.4.1** The owner of any pet found to have been responsible for injuring or threatening any humans or wild life on the Estate will be held accountable for any costs or claims arising there from, and will be obliged to remove such pet from the Estate immediately.
- 2.4.2** The HOA reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wild life.
- 2.5** Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, alternatively the pets must be taken to a kennel off the Estate.



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**2.6** Any dog found out of its owner's property not on a leash and **without** a collar and name tag, or any cat **without** a collar and name tag, will be taken to Security, and may be taken to the SPCA if the owner is not identified. A fine will be payable by the owner. Any subsequent offences will attract a greater fine.

**2.7** If any dog **with** a collar and name tag is found out of its owner's property not on a leash, a fine will be payable by the owner. Any subsequent offences of the same nature will attract a greater fine.

**2.8** Sectional Title developments (Body Corporates) may, in their own rules, ban the keeping of dogs, cats or other pets within their body corporate area. They may not allow more than the number permitted by the Association.

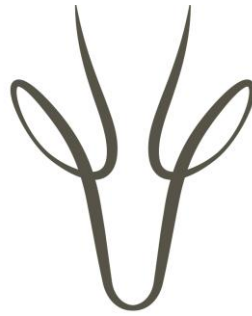
**2.9** The Association retains the right to ask owners to produce veterinary certificates, and proof of registration with the Association in respect of any pets found on their premises.

**7.10** Msunduzi Municipal bye-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.)

## H. VISITORS

1. A Member is required to timorously request the HOA's appointed security at the Main entrance, in writing or by telephone for permission to admit any person other than a permanent resident of his Property to the Development.
2. Such request shall contain:
  - 2.1. the name of the person to be admitted;
  - 2.2. if more than one, the number of persons;
  - 2.3. the registration number of the vehicle, if known;
  - 2.4. the date and approximate time of arrival.
3. In the event of a visitor arriving at the Main gate and there being no request as set out above, the Member shall be contacted telephonically by the security, failing which access to the Development shall be denied to the visitor.
4. The Estate Agent, shall have the right to request permission for the admission to the Development of such person or persons who are in the company of such Estate Agent, and shall accompany such persons for the entire time they are within the Development. Such Estate Agent shall be issued with an admission card bearing their name and photograph at the Estate Agent's cost and shall produce such card each and every time they wish to enter the Development.

## I. OCCUPATION OF PROPERTY



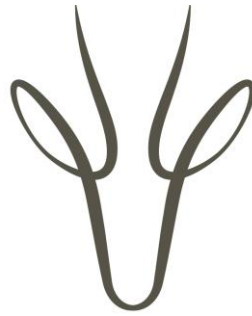
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1. The maximum number of persons permitted to occupy any Property within the Development shall be the number of bedrooms on such Property multiplied by 2 (two).
2. Notwithstanding the above, the HOA may after written application allow more than the maximum numbers of persons to be accommodated in such Property.
3. Everybody in the Development must observe the “quiet hours” curfew from 22:00 to 06:00 (extended to 23:00 to 07:00 on Fridays and Saturdays), subject to amended hours for special occasions and with the permission of the HOA.
4. No garments, linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose. Any such items placed in any other place may be impounded by the HOA, and may be reclaimed by the owner from the HOA who may invoke the penalty as set out herein.
5. No person shall keep anywhere in the Development any inflammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
6. Where any Property is owned by more than one person, the co-Members concerned shall elect one of their numbers as the Liaison Officer for the Property concerned and shall notify the HOA of the name and address of such Liaison Officer.
7. Every person who occupies a Property within the Development either as a Member, tenant or occupier, shall be obliged to have a telephone installed within such dwelling, such requirement arising from the HOA’s general security controls and the control of persons entering and leaving the Development.

## **J. LETTING**

1. No Member shall let or otherwise part with occupation of his Property, whether temporarily or otherwise, unless –
  - 1.1 he enters into the standard written Lease Agreement, provided by the HOA, with such prospective tenant or lessee,
  - 1.2 he has agreed with the prospective tenant or occupier as a stipulation alteri In favour of the HOA, that such tenant or occupier shall in all ways be bound by the terms and



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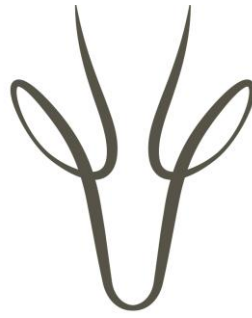
- conditions of these Rules, any amendments thereto and of the Articles where applicable,
- 1.3. he has included a condition in such Lease Agreement that the HOA shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to himself, when his tenant or occupier has committed a breach either thereunder or in terms of these Rules or the Articles, and after being given due notice by the HOA to remedy such breach, has neglected, refused or ignored such notice,
  - 1.4. the prospective lessee has signed a copy of these Rules as an annexure to the Lease Agreement,
  - 1.5. the HOA have approved in writing the Lease agreement.

## **K. MAINTENANCE AND IMPROVEMENT OF PROPERTY**

1. Every Member shall be obliged to keep and maintain his Property in a good state of repair, due regard being had to the concept of the Development being a secure, up-market housing Estate.
2. Every Member shall ensure that at all times his lawn and garden area are well maintained due regard being had as to the aesthetic requirements and standards imposed by the HOA in the Developemnt Manual as well as the E.M.P.
3. A Member who contravenes the provisions of this Clause and who after due notice has been given to him by the HOA to remedy such fault or omission fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the HOA in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule the Member may not refuse the HOA or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.
4. No Member shall deviate from the restrictions imposed by the HOA or the terms contained in the E.M.P, relating to compliance with the nature and amenity of the Development and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
5. Any Member wishing to improve or make additions or alterations to any Property in the Development shall be subject to the conditions imposed by the Design Review Committee, contained in the clause relating to, "Improvements to Property" as set out in the Contract, which conditions are incorporated herein by reference.

## **L. DOMESTIC SERVANTS**

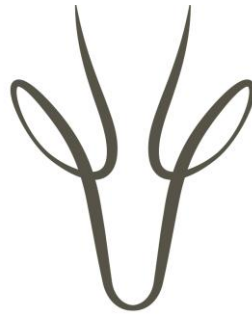




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1. No Member shall be entitled to employ a domestic servant without the prior written consent of the HOA.
2. Such Member wishing to employ a domestic servant shall submit to the HOA the following:
  - 1.1 The domestics full names, copy of ID book and 2 (two) passport size photographs, current physical address and shall pay the fee charged by the HOA for the administration involved,
  - 1.2 Written confirmation advising whether the domestic is to live in or out, duration of employment if currently employed by the Member, reference where possible if employed for the first time and,
  - 1.3 Any other particulars relating to such proposed employment as the HOA might deem necessary in order for it to grant its approval.
3. The Developer or HOA, as the case may be shall be entitled to levy a reasonable charge, at its discretion on any member who wishes to employ a domestic servant on its Property.
4. The HOA shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would involve a security risk if employed within the Development.
5. In granting its consent, the HOA may in addition impose certain terms and conditions relating to the domestic servant's employment, where it deems such imposition necessary.
6. The HOA may at any stage after approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the Member to terminate the employment of such domestic servant, provided:
  - 6.1. the HOA may itself give notice to any domestic servant who fails to comply with these Rules, to attend a disciplinary meeting as contemplated by the Labour Act;
  - 6.2. the HOA, if having complied fully with the provisions of the Labour Act, shall be entitled to dismiss such domestic servant from the employment of the Member.
7. A Member may employ more than 1 (one) but not more than 2 (two) domestic servants. No relative or friend of a domestic servant shall be allowed to co-habit on the Property without the prior written approval of the HOA.
8. A Member shall be obliged to provide such ablution facilities as



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may be required by a domestic servant employed by such Member and such domestic shall not be entitled to use the Public Toilet Facilities provided by the HOA.

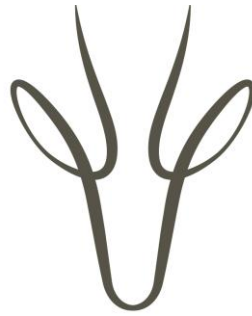
9. The HOA may issue to such domestic servant an Identification Card to facilitate entry to the Development, which card shall be issued on such terms and conditions which the HOA may wish to impose, provided that any abuse of the use thereof will commit a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
10. Any Member employing a domestic servant shall be liable to the HOA for such domestic's conduct and behavior within the Development, as well as for any visitor of such domestic servant who enters the Development.

## **M. OPERATION OF BUSINESS WITHIN THE DEVELOPMENT**

No person may operate a business within the confines of the Development without the written consent of the HOA, which consent may not be unreasonably withheld, due regard being had to a Members right to earn a living and provided however that the HOA shall be obliged to impose reasonable conditions on such Members from time to time.

## **N. SPORTING FACILITIES AND HOA PROPERTY**

1. The Rules and directives for use of any Sporting facilities and HOA Property on the Development, including but not limited to the Tennis Courts, Swimming Pool, gym and Club-house and any additional sporting facilities, shall be determined by the HOA,
2. The HOA under these Rules, and in terms of this clause, disclaims generally any responsibility for any injury or loss to any person or damage, loss or theft of any property belonging to any person, which occurs or arises within the Development, as a result of use of the Sporting Facilities or HOA Property, or otherwise, irrespective of the cause thereof.
3. No Member, his family, guests, invitees or any other person who has entered the Development, either with or without the permission or consent of the HOA, may make any claim or institute any action of whatsoever nature against the HOA for payment of damages, in respect of loss, damage or injury to his person or property or otherwise arising in any way whatsoever, from the use of the Sporting facilities or HOA Property on the Development..
4. No person may use any Sporting facility provided on the Development unless a Member is



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present at all times during the use of such facility.

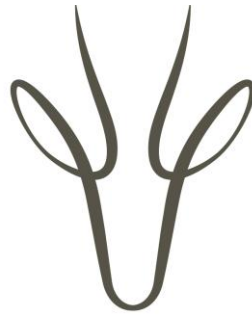
5. All Sporting or other facilities provided on the Development shall at all times be under the control of the HOA. Any duly appointed employee or official authorized by the HOA, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official whose decision shall be final, that such person is guilty of:-
  - 5.1 bad or unsportsmanlike behavior;
  - 5.2 the use of foul or bad or blasphemous language;
  - 5.3 indecent behavior;
  - 5.4 interfering, preventing or obstructing any person's use and enjoyment of such facility;
  - 5.5 generally behaving in an unacceptable manner according to the normal standards of behavior that the HOA requires and insists upon from all Members.

## **O. USE OF CLUBHOUSE**

1. The clubhouse shall be open for use on all days, but the HOA reserves the right to prohibit or limit the use of the whole or any part of it for any reason whatsoever. In general, the clubhouse facilities are for the use of and enjoyment of Members. Nevertheless, Members must reserve the facilities should they wish use them and the clubhouse will be allocated by the HOA on the basis of the earlier applications for reservation being given preference.
2. Music in the clubhouse may only be played at a reasonable volume and after 22H00 hours, Sunday to Thursday and 23H00 on Fridays and Saturdays the volume must be such that it cannot be heard from outside the clubhouse Generally, noise within the clubhouse must be limited to a reasonable volume.

## **P. PAYMENT OF SUBSCRIPTIONS / LEVIES / FINES AND OTHER AMOUNTS OWING TO THE HOA**

1. The amount levied upon each Member, as determined in accordance with the anticipated schedule in the Contract (and increases thereto) or any special levies shall be paid by such Member to the HOA monthly in advance on the first day of each and every month, for the duration of the Member's ownership of his Property.



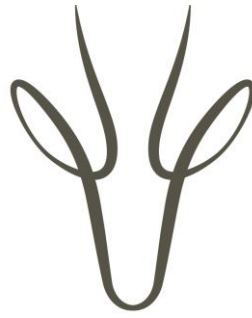
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2. The HOA shall be obliged to issue a Levy Clearance Certificate in the event of any Member selling its Property, which certificate shall only be issued in the event that all Levies, fines and any other amounts owing to the HOA has been settled to the satisfaction of the HOA.
3. All other amounts payable to the HOA are to be paid as soon as the account is rendered.
4. Any amount due by any Member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the HOA but not exceeding the rate of interest charged by the Standard Bank of South Africa Limited on its prime overdraft rate plus 2% (two percentum) per annum calculated monthly in arrears.
5. All levies, fines or other amounts due and payable which remain unpaid may be recovered by instituting an action in any court of competent jurisdiction against the Members liable for the payments of such amounts.
6. In the event of the HOA instructing an attorney to take any steps against a Member as a result of such Member failing to pay any amount owing by him, or failing to comply with the obligations in terms of the Articles or Rules, then such Member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.
7. In the event that a Member owes the HOA an amount in excess of R500,00 (five hundred rand) and the amount is not in dispute, then in addition to any legal action which may be instituted, such Member will lose his rights as a Member in the following way:
  - 7.1 The use of the facilities such as the Sporting Facilities, the Clubhouse and any HOA Property will be denied to the Member;
  - 7.2 The Member will have no rights at any Annual general, General or Special meeting of the HOA.
  - 7.3 Access to the Development may, at the discretion of the HOA, be denied to the Member.

## **Q. BREACH OF RULES**

1. In the event of any breach of these Rules by the Member or any Members household, his guests, or lessees, such breach shall be deemed to have been committed by the Member himself.



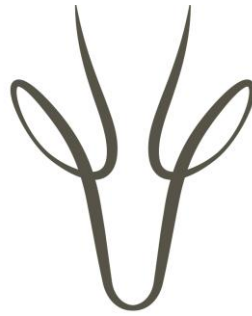
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2. Notice of breach shall be given in writing to the Member guilty thereof by the HOA at the address set out in the form for Application for Membership of the HOA completed by such Member or at the Property at the discretion of the HOA, and shall contain the following information;
  - 2.1 the nature of the breach;
  - 2.2 the time period, if applicable, in which the breach is to be remedied;
  - 2.3 the fine which may be imposed by the HOA on the Member for committing such breach;
  - 2.4 if requested, the time, date and place of the hearing at which the HOA's Committee will adjudicate upon the breach;
  - 2.5 any other information the HOA may deem necessary.
3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the Member's address stated above, by either affixing such notice to a prominent fixture on the Property or by placing the notice in the Member's appointed post/letter box or by means of a registered address sent to the address stated above.
4. In the event of any Member disputing the fact that he has committed a breach of these Rules, a Committee consisting of the Chairperson of the HOA together with two other Members appointed by the HOA from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairperson may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these Rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence; for every 24 (twenty-four) hours or part of such period during which such offence continues.

## R. FINES

1. Any Member who contravenes or fails to comply with any provision of these Rules, the Articles, the E.M.P or the Contract, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R10 000,00 (TEN THOUSAND RAND) which penalty shall be decided upon by the HOA and Managing Agent.
2. In the event of a Member failing to pay a fine imposed within the period stipulated by the fining committee until such time as the fine has been paid :



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2. 1. no Levy Clearance certificate enabling transfer of the Member's Property shall be issued by the HOA, and
  - 2.2. such Member shall not be entitled to the use of the Clubhouse, Sporting Facilities or HOA Property in the Development,
  - 2.3. such Member may at the discretion of the HOA be denied access to the Development.
3. Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the HOA and shall be recoverable by ordinary civil process.

## S. HOA PROPERTY

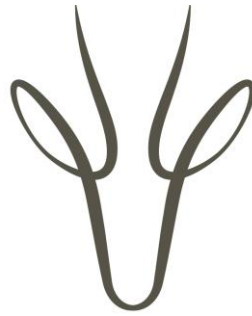
1. In addition to the Immoveable property registered in the name of the HOA, all implements, vehicles for the use on the Development, and related property is to be registered in the name of the HOA and shall be deemed to be HOA Property.
2. The HOA may at its discretion and at the cost of the HOA, purchase and have Property transferred into the name of the HOA and such property shall be deemed HOA Property.

## T. COMPLIANCE WITH THE E.M.P

1. It is recorded that the E.M.P has been instituted in conjunction with the relevant Local Authority, the Developer and specialists in Indigenous plant and vegetation, endemic to the area of the Development.
2. No variation from the E.M.P shall be tolerated for any reason whatsoever, and any deviation from the stipulations and regulations contained in the E.M.P may result in Fines being imposed on the Member concerned, in excess of the limit contained in these Rules, as may be imposed by the Local Authority or the HOA at their discretion, due regard being had to the severity of the breach of the E.M.P.

## U. EQUESTRIAN CENTRE

### AMOND BANK ASSOCIATION RULES



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## 1. PREAMBLE

The primary purpose of the Rules specifically applicable to the Equestrian Center is to ensure the satisfactory shared use and enjoyment by Members of the Exclusive Use Areas (the "EUA"), which include; the stable yard, grooms quarters, and jumping and arena areas as well as any Common Property areas in and around the Equestrian Center, allocated by the Developer and HOA for the use of the Members and members of the ALMOND BANK Association (the "ABEA")

These Rules also apply equally to Members of the HOA and members of the ABEA ("ABEA members", or for the purposes of these specific rules "Members") where applicable, and to the grooms and the Stable Manager. The Stable manager shall ensure that the grooms understand and abide by these Rules.

The stables and EUA (including the stable yard, grooms quarters and arenas) and horses are all privately owned. Only persons authorized by a stable owner may enter these areas.

Neither the ABEA nor the individual stable owners accept liability for accidents or injuries to any persons who enter these premises, who do so at their own risk, whether authorized by an ABEA member or not.

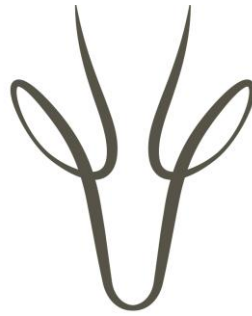
All property within the stables and EUA (except for the individual stables and personal equipment), including the arenas, grooms' quarters, stores, roads and parking areas, is owned by the ABEA for the benefit of the ABEA members. Persons however use them at their own risk, as the ABEA does not guarantee that any of its facilities, including the arenas, are satisfactory or safe for use.

Any personal equipment left in the stables or EUA is done so entirely at the owner's risk, as the ABEA cannot provide any care over, protection, or security for such equipment, and will not therefore accept liability for loss of, theft, or damage to it, whether left in rooms intended to be locked, or elsewhere.

## 2. GENERAL

2.1.1 Only ABEA members and persons they authorize may enter the Stables or use the EUA;





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- 2.1.2 ABEA members must ensure that any persons they authorize to use the EUA abide by these Rules;
- 2.1.3 The Stable Manager and grooms must be treated with consideration and respect;
- 2.1.4 Screaming, shouting, bad language, or personal abuse of any sort is not permitted;
- 2.1.5 Excessively loud noise or music is not permitted;
- 2.1.6 Cruelty to horses or other animals is not permitted;
- 2.1.7 Littering is not permitted.

## 3. SAFETY

### General Safety

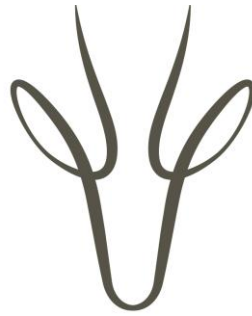
- 3.1.1 Bicycles, tricycles, roller skates or scooters are not permitted in or around the stables and the EUA;
- 3.1.2 Motorbikes and 4-wheelers are not permitted in the EUA or around the stables;
- 3.1.3 No children under the age of 8 years are allowed on the premises without direct and proper adult supervision, unless special permission has been given by the ABEA.
- 3.1.4 Dogs are not permitted in the EUA or stables unless they are on a leash, obedient, do not chase or bark at horses or people, and do not cause disturbance, obstruction, or mess;
- 3.1.5 Horses are not to be left unattended except in stables or enclosures;
- 3.1.6 No alcohol is permitted in the EUA or stables;
- 3.1.7 No ball games are permitted in and around the EUA, stables or horses;
- 3.1.8 Horses are to be led with properly attached halters or bridles and reins;
- 3.1.9 Horses should be walked outside the arenas.

### Safety in the Stables

- 3.1.10 Stable doors are to be latched either fully open or fully closed;
- 3.1.11 The aisle areas are to be kept unobstructed as far as possible;
- 3.1.12 No smoking or open flames are permitted in the stables building;
- 3.1.13 Stable doors may not be locked (in case of fire);
- 3.1.14 No drinking glasses or glass bottles are permitted in the EUA or stables;
- 3.1.15 Warnings are to be posted on the stable doors, by owners of horses known to lunge or bite;
- 3.1.16 Riding inside the stables is not permitted and horses are to be lead in this area,

### Safety in the EUA

- 3.1.17 Owners of horses known to kick or bite should warn others;



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- 3.1.18 Riders must keep left of approaching riders, or keep well clear of them;
- 3.1.19 Steel rakes may not be left in the EUA and never on the ground;
- 3.1.20 All jump uprights are to stand vertical at all times;
- 3.1.21 Jump cups may not be left on the ground.
- 3.1.22 Riders must stay inside the arenas and are not to ride on the grass alongside the EUA.

## 4. PROVISION OF PRIVATE EQUIPMENT

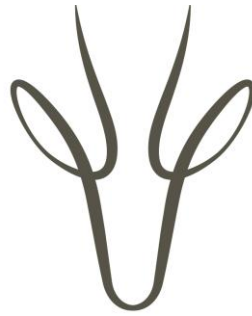
- 4.1.1 Horse owners are to provide their own water buckets, feed troughs, grooming kits, halters and leads, and hay nets.
- 4.1.2 Grooming kits, halters and leads are to be hung outside each horse's stable.

## 5. USE OF STABLES, EUA, PARKING AND EQUIPMENT

- 5.1.1 The EUA is for all members of the ABEA and may not be reserved to the exclusion of other ABEA members, except with the special permission of the whole Board of Trustees of the ABEA, which permission must be in writing and must be openly displayed on the stable notice board.
- 5.1.2 Jumps may only be erected in the EUA, or in areas designated by the Trustees of the ABEA;
- 5.1.3 Jump-poles are to be kept off wet grass when not in use (to preserve them);
- 5.1.4 Horseboxes are to be parked in the area reserved for this purpose;
- 5.1.5 Wash bay hoses are to be coiled and hung out of the way of horses' hooves;
- 5.1.6 All water waste and leaking taps are to be reported to the Stable Manager;
- 5.1.7 No walking or riding along regular paths over the grass (as far as possible) is permitted as this may cause bare areas or worn paths;
- 5.1.8 Horses are not permitted in the flower gardens;
- 5.1.9 Fire hoses may only be used to except to douse fires and are to be kept coiled on their reels, out of the way of possible damage (particularly by horse's hooves);
- 5.1.10 The tack room, office, and feed stores are to be kept tidy;
- 5.1.11 The tack room and office doors are to be kept locked if they are not occupied.

## 6. MANAGEMENT

- 6.1.1 The Stable Manager shall allocate responsibilities and may give orders to the grooms. Owners may only make special requests to the grooms that do not affect their allocated routines significantly.



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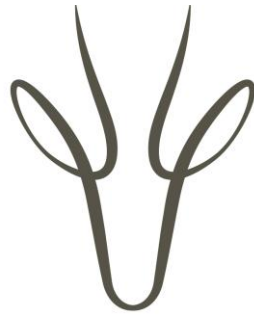
- 6.1.2 All horses are to be treated equally and there is to be no special treatment for any horses or members, except by special agreement with the Board of Trustees and subject to any extra charges they may stipulate.
- 6.1.3 Members may provide any special care required for their horses themselves or by means of their own servants, which cannot be provided by the Stable Manager and the grooms.
- 6.1.4 Members may apply to the Stable Manager for the services of a groom for special duties, including accompanying them off the premises, subject to the availability of a suitable groom on the days concerned, provided this does not significantly inconvenience other members, nor compromise practical management of the stables and grooms, and subject to payment of any charges to the ABEA that it may stipulate.

## 7. VETERINARY CARE

- 7.1.1 All veterinary costs are for members' own accounts;
- 7.1.2 Owners to make their own arrangements with veterinarians;
- 7.1.3 The Stable Manager shall notify owners of horses as soon as is reasonably possible should their horse be ill or injured to enable the owner to make arrangements for veterinary care;
- 7.1.4 The Stable Manager is permitted to call a veterinarian should a horse require one in an emergency and should the Stable Manager deem it necessary. The Stable Manager may administer first aid if necessary. The Members indemnify the Stable Manager and hold him / her harmless in this regard;
- 7.1.5 Members may ask the Stable Manager to administer treatment if they agree on what is necessary;
- 7.1.6 All inoculations and de-worming stipulated by the ABEA must be carried out by owners of horses or the Stable Manager when required;
- 7.1.7 Members may arrange for inoculations and de-worming to be carried out by their veterinarian or by the Stable Manager.
- 7.1.8 Members should purchase their own medical boxes and replenish them when necessary, and leave them in the care of the Stable Manager;
- 7.1.9 All inoculations must be up to date and copies of vaccination certificates provided to the Stable Manager when requested;
- 7.1.10 Members are to make their own arrangements for shoeing, unless agreed otherwise with the Stable Manager.

## 8. FEEDING

- 8.1.1 Feed is to be provided by members and placed in the feed store;
- 8.1.2 Feeding to be done by the grooms under the Stable Manager's direction;
- 8.1.3 Members are to stipulate feed and other requirements to the Stable Manager;



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- 8.1.4 Horses will be fed by the grooms at 06H30 and 17H30 each day unless other arrangements are made with the Stable Manager.
- 8.1.5 Members are responsible to ensure that their horses are in a condition to be fed at such times (i.e. they are not over-warm or over-excited from work or stressful travel);
- 8.1.6 If members do not wish their horses fed at the stipulated feed times, they are to inform the Stable Manager, who may arrange to feed at otherwise another time if that is practical and convenient, in this event, the member concerned will be responsible for such feeding themselves.

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