CARLSWALD NORTH
LIFESTYLE ESTATE

The rules and regulations have been established in accordance with the Memorandum and Articles of Association of the Carlswald North Lifestyle Estate Home Owners Association

These rules are applicable with immediate effect.

Owners are to ensure that their tenants receive a copy of these Rules and Regulations

ESTATE VALUE SYSTEM

- *Consideration, tolerance and respect for others*
- *Good neighbourliness*
- *Aesthetically pleasing environment*
- *Ethos of adherence to the rules and ensuring that tenants & visitors do the same*
- *Pride in the estate*
- Leading by example
- *Creation of a safe and harmonious which everyone can enjoy*

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1 INTRODUCTION

1.1 Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate. General consideration of all residents by and for each other is a prerequisite for harmonious relations within the Estate.

1.2 The principal objective of these Rules and Regulations is to preserve and enhance the security, aesthetics and environment for the common good of the Carlswald North Lifestyle Estate community, whilst at the same time protecting the financial interests of Home Owners.

1.3 The rules have been established in accordance with the Memorandum and Articles of Association of the Carlswald North Lifestyle Estate Home Owners Association (hereinafter referred to as HOA, a non-profit company). These rules are binding upon all occupants of the Estate, as is any decision taken by the HOA Board of Directors (hereafter referred to as Board) in interpreting these rules.

1.4 The owners of the properties at the Estate are responsible for ensuring that members of their families, their tenants, visitors, friends and employees abide by these rules.

1.5 These rules are subject to change from time to time at the discretion of the Board, who will cause any such additions or amendments to be ratified at a subsequent Annual General Meeting or by means of a Special Resolution as the Board in its discretion may deem fit.

1.6 The decision of the Board is final and binding in respect of the interpretation of these rules.

1.7 The rules pertaining to Tenants, Visitors, Contractors and Employees (including the stated fines) shall be implemented by the Board or persons duly delegated with the appropriate responsibilities to act on behalf of the Board

2 RULES OF THE STREETS

2.1 The streets of the Estate are private property and are owned by the HOA. The streets are for the use of all residents, whether it be on foot, bicycle, motorcycle or any other licensed vehicle. It is to be noted that bicycles, motorcycles or licensed vehicles are considered to be part of the street environment, but not necessarily the dominating factor.

2.2 All roads within the Estate are subject to the relevant road traffic ordinances or by-laws.

2.3 The speed limit is strictly restricted to a ***maximum of 30 km per hour*** or as specifically indicated by the Speed Limit Signs.

2.4 Unless more stringent rules and restrictions are created by the express provisions stated hereunder, the local Road Traffic Ordinances regarding road and street usage shall apply, and may be enforced by the Board as is specifically stated herein.

2.5 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

2.6 Engine powered vehicles, i.e. cars and motorcycles are permitted to drive on the streets of the Estate only. Parks, grass and pavements are off-limits for engine powered vehicles. Only

properly licensed drivers are permitted to operate engine powered vehicles in the Estate in accordance with the provisions of their respective license

2.7 The use of bicycles, skateboards, roller-blades or roller-skates on the grass areas, swimming pool area, Clubhouse, gym or tennis court is prohibited.

2.8 Parking on sidewalks and in the streets opposite traffic islands or non-demarcated areas is prohibited.

2.9 Pedestrians will frequently cross streets at designated crossings within the Estate and have the right of way. Motorists are reminded to always approach crossings with caution.

2.10 The use of motorcycles or other vehicles with noisy exhaust systems save for entering or exiting from the Estate, is prohibited.

2.11 Only licensed and roadworthy vehicles, which would be permitted to be operated on public roads, are allowed to be used in the Estate.

2.12 The use of vehicle sound systems in parking and/or demarcated areas are prohibited.

2.13 Walkways and sidewalks are for the exclusive use by pedestrians. No motor cycles, bicycles, four-wheelers, skateboards, roller-blades or roller-skates are allowed to be used on any walkway or sidewalk.

2.14 Any damage caused to the curb side, traffic signs, lamp posts, street signs and other road markings shall be for the account of the person/persons who caused the damage or the persons who are responsible for their actions.

2.15 The offender/person who is responsible for the offender's actions shall be given a maximum of 7 days to fully rectify the damage referred to in paragraph 2.14 above, failing which the HOA, through its authorised representatives, shall be entitled to repair the damages, which repair will be for the account of the relevant offender/person who is responsible for the offender's actions.

2.16 Visitors using the common property parking areas may only use such areas for a maximum period of 12 hours, unless expressly authorised by the HOA, through its authorised representatives, to use such parking areas for longer.

2.17 The HOA, through its authorised representatives, has the authority to clamp the wheels of vehicles not parked and/or stopped in accordance with the provisions of the rules of the streets and to apprehend and fine persons who disregard the rules of the streets.

2.18 The fine to be levied in terms of the rules of the streets, will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence or to release a wheel clamp referred to in paragraph 2.17 above.

3 GOOD NEIGHBOURLINESS

3.1 Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. Auctions and/or jumble sales are strictly forbidden.

3.2 No business may be conducted from any property without the expressly written consent of the Board. Any person wishing to conduct business, either from a Sectional Title Complex unit or anywhere else in the Estate, shall apply for permission to the Board in writing. Such business operations must adhere to the criteria and conditions as specified by the Board and to local municipal by-laws and regulations. The business area may not exceed a maximum of 20m^2 of constructed floor area. Approval will be for a maximum of one year after which a new application must be made to the Board, and any deviation from the written submissions of the owner concerned shall immediately entitle the Board to revoke such permission. If the board determines that the business will cause the HOA to incur additional costs, for example for additional security or additional wear and tear on HOA infrastructure (roads, security equipment, etc.), the HOA may, as a condition of its consent, require the homeowner to pay these additional costs, which will be invoiced on the owner's monthly levy account.

3.3 In making a decision with regard to the written consent referred to in paragraph 3.2 above the Board must consider:

3.3.1 What impact the proposed business will have on the Estate security?

3.3.2 Would the proposed business be exclusively for residents or also for non-residents?

3.3.3 What impact the proposed business will have on traffic into the Estate and Sectional Title Complexes?

3.3.4 What impact it will have on the noise in the Estate?

3.3.5 Will it impact negatively on the neighbouring units or Sectional Title Complexes?

3.3.6 Will it have a negative impact on the security of the Estate?

3.3.7 Will it fit in with the general character of the Estate?

3.3.8 What impact will it have on the investments within the Estate?

3.3.9 Have the neighbouring units or Sectional Title Complexes consented to the business?

3.3.10 Will there be sufficient parking available for the business?

3.4 The volume of music or electronic instruments or social activities must be kept at a level so as not to create a nuisance to neighbours. Whether or not any activity amounts to a nuisance shall be determined by the Board with reference to the purpose and objectives of these Rules and Regulations.

3.5 The use or maintenance of any power tools, mechanical or electrical device e.g. power saws, lawn mowers, drills, vacuum cleaners, etc. may only be undertaken between the following hours:

3.5.1 Monday - Friday (07:00 - 18:00)

3.5.2 Saturdays (08:00 -16:00)

3.5.3 Sundays (09:00 – 13:00)

3.5.4 Sunday afternoons shall be quiet throughout. ***The Clubhouse is not available for rental on Sundays***

3.6 Washing lines must be suitably screened from neighbouring properties and in particular shall not be visible from beyond the Sectional Title Complex or unit concerned.

3.7 Refuse, refuse bins (except on official collection days), garden refuse and refuse bags may not be placed on the pavement.

3.8 Garden refuse must be removed on the same day.

3.9 Advertisements or publicity material may not be exhibited or distributed unless the consent of the Board has been obtained in writing.

3.10 Owners or their tenants must ensure that domestic workers and other employees do not loiter within the Estate and specifically not at any prominent places such as at the gates, road circles, streets etc.

3.11 In the event of annoyances or complaints, the parties involved should attempt, as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration toward each other. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:

3.11.1 Written submissions will be made by the parties involved in the dispute to the Board;

3.11.2 The Board will determine whether the dispute is a neighbour dispute that falls within its dispute resolution jurisdiction. The Board's decision in this regard will be final and binding on the parties;

3.11.3 If the Board determines that it has jurisdiction to resolve the dispute, it shall appoint a director or a committee to facilitate the mediation of the dispute between the parties. The parties to the dispute shall be obliged to submit to the mediation and, in good faith, attempt to resolve their differences in the mediation process.

3.11.4 If the dispute is not resolved by mediation, the board shall appoint a committee to arbitrate the dispute between the parties. The mediator(s) shall not be eligible for appointment to the arbitration committee.

3.11.5 The arbitration committee shall determine the procedure to be followed in the arbitration.

3.11.6 The arbitration award made by decision of the Board's arbitration committee shall be final and binding upon the parties

3.12 No party and/or resident shall have any claim of whatsoever nature for damages against the Board, any mediator, mediation committee or arbitration committee appointed by it or the HOA as a result of any dispute resolution proceedings undertaken by the Board or any decision taken by the Board or the HOA, through its authorised representatives regarding the interpretation of these rules.

3.13 The fine to be levied in terms of rules of good neighbourliness will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

4 ENSURING A PLEASING STREETSCAPE

4.1 Boundary walls facing streets scope must be regularly maintained and painted where necessary.

4.2 If an owner of a stand or the body corporate of a Sectional Title Scheme fail to maintain and/or paint a boundary wall within 14 days after receiving written notice from the board to do so, the Board has the right to effect the necessary repairs and/or painting and to recover the cost from the owner of the stand or the body corporate of the Sectional Title Scheme.

4.3 Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard.

4.4 No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the Board.

4.5 Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

4.6 Caravans, trailers, boats, equipment, tools, engines and vehicle parts, as well as accommodation for pets, should be located out of view and screened from neighbouring properties and the street.

4.7 The fine to be levied in terms of the rules of pleasing streetscapes will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R250.00 (TWO HUNDRED AND FIFTY RAND) for a first offence and R500.00 (FIVE HUNDRED RAND) for a second offence.

5 GENERAL RULES

5.1 Building according to approved standards obviates the necessity of making costly changes at a later stage.

5.2 The position, size and placement of TV antennae and satellite dishes must not be unsightly.

5.3 Any form of shade netting is strictly not permitted within the Estate or any Sectional Title Complex.

5.4 Owners must have prior written Board approval for the erection or attachment of external structures, including, but not limited to, car ports, louvers, verandas, awnings, tents etc. where same is visible from the street or from another home.

5.5 The fine to be levied in terms of the rules of these general rules will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

6 ENVIRONMENTAL MANAGEMENT

6.1 Rubble or refuse should be dumped or discarded in the rubbish bins or in the applicable designated areas and may not be dumped or discarded in any public area, including the parks, streets, sidewalks, or vacant land.

6.2 Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found.

6.3 Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.

6.4 Picnicking, ball games and sports are only permitted in designated areas.

6.5 Flora may not be damaged or removed from any public area.

6.6 Fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Estate.

6.7 Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.

6.8 Residents shall maintain a high standard of garden and pavement maintenance.

6.9 Residents must ensure that declared noxious flora are not planted or allowed to grow in their gardens, and shall be responsible for the removal thereof.

6.10 Vacant stands must at all times be kept clean to the satisfaction of the Board, failing which the Board reserves the right to clear the stand at the owner's expense. If the stand is not kept clean or the grass length is not maintained, the Board may without notice to the owner clean the stand/cut the grass as regularly as it may deem fit and be entitled to charge the owner for the cleaning/maintenance a minimum charge of R500.00 (FIVE HUNDRED RAND).

6.11 It is reiterated that the use of any amenities, access of common property or Eskom servitude, including, but not limited to the swimming and/or paddling pools and/or the Clubhouse, is strictly 'at own risk' and the HOA and/or bodies corporate shall not be liable for any harm or damage arising from their use, whatever the cause of such harm or damage may be.

6.12 Floodlights or garden lamps must be adequately screened so as not to cause inconvenience or nuisance to neighbours.

6.13 The resident's use of any open space areas is entirely at their own risk at all times. The HOA will entertain no claims for damages of whatsoever nature of from whatsoever cause arising.

6.14 The fine to be levied in terms of the rules of environmental management will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R250.00 (TWO HUNDRED AND FIFTY RAND) for a first offence and R500.00 (FIVE HUNDRED RAND) for a second offence.

7 SECURITY

7.1 Security is the collective responsibility of all Residents who must recognize that the security

guards are doing a difficult job. They may under no circumstances be abused or diverted from their duties. Should anybody be found to be abusing or diverting the guards from their duties as aforesaid a fine of R500.00 (FIVE HUNDRED RAND) will be levied.

7.2 Security protocol at the gate must be strictly adhered to at all times. Under no circumstances may residents or any person other than the security personnel or Board Members be allowed into the Gate House.

7.3 It is an offence to assist visitors, or any other person to gain unauthorised access into the Estate or any Sectional Title Complex. Any person found guilty of this offence will be levied with a minimum fine of R2000.00 (TWO THOUSAND RAND).

7.4 Any vehicle or person entering or exiting the Estate may be searched for security reasons.

7.5 All owners must request visitors to strictly adhere to security protocol and residents are requested to always treat the security personnel in a courteous, respectful and co-operative manner.

7.6 All owners must ensure that contractors in their employ adhere specifically to the security stipulations.

7.7 All attempts at burglary or instances of fence jumping must immediately be reported to either the Estate Manager or the Security Control Centre at the Gate House.

7.8 Security is an attitude. Be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.

7.9 Owners must adhere to the rule that no food or any gifts may be given to the security guards.

7.10 Should residents purchase burglar alarm systems for their residences, they are required to be compatible with the electronic systems and equipment of the Estate security. Such burglar systems must not cause any inconvenience or nuisance to other residents.

7.11 The Estate will be manned by security 24 hours a day, and patrolled on a random basis.

7.12 New owners / residents must register at the Estate Office (Estate Manager) in order to obtain access to the Estate. The resident shall provide, at the time of registration a copy of their Identity Document as well as proof of residence.

7.13 Residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.

7.14 Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.

7.15 No residents may issue instructions to Security Personnel.

7.16 Access cards, 'tags', must not be utilized by anyone other than the registered user nor may they be loaned to other persons.

7.17 Should buyers of property within the Estate wish to enter the Estate to inspect such property, they shall obtain specific permission from the Estate Office (Estate Manager).

7.18 Tailgating into and out of the Estate is strictly prohibited. A minimum fine of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) will be levied.

7.19 Moving into/out of the Estate (when changing residence) may only occur between the following times:

7.20.1 Monday to Friday - 09:00 to 17:00

7.20.2 Saturdays - 08:00 to 16:00

7.21 The Estate Manager must be informed and the necessary forms completed a minimum of 48 hours before moving in or out of the Estate. A minimum fine of R500.00 (FIVE HUNDRED RAND) will be levied for non-compliance with this rule.

7.22 No removal van will be allowed into the estate without the authorisation of the Estate Manager

7.22.1 Moving into the estate can only be done once the resident is in possession of an aesthetics clearance certificate which must be presented to the Estate Manager

7.22 Save unless specifically stated otherwise, the fine to be levied in terms of the security rules, will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R1000.00 (ONE THOUSAND RAND) for a second offence.

8 TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

8.1 Should any owner let his property, he shall notify the HOA in writing in advance of occupation, and shall provide the following information about the tenant, name and surname, identity or passport number, vehicle registration number, mobile number and period of such lease. The owner shall inform the tenant of these rules as well as the respective Sectional Title Complex Rules and ensure that the tenant signs for a copy of both these rules. Proof of such receipt must be forwarded to the Board. Should any owner fail to either inform or provide his tenant with the rules as contemplated herein a fine of R1000.00 (ONE THOUSAND RAND) for a first offence and R2000.00 (TWO THOUSAND RAND) for a second offence will be levied.

8.2 The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to these rules as well as the respective Sectional Title Complex Rules.

8.3 The Home Owners Association and/or bodies corporate shall not be liable for any damage or loss which may arise in whatever manner on the Carlswald North Lifestyle Estate, and all visitor's guests and contractors shall be informed accordingly.

8.4 Save unless specifically provided for, should any person fail to adhere to the rules set out for tenants, visitors, contractors and employees a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

8.5 The owner of a stand shall be responsible for the payment of any fines or penalties imposed by the Board as a result of any act or omission of his/her tenants or their visitors.

9 LETTING AND RESELLING PROPERTY

9.1 The concept of this Estate imposes certain restrictions on the manner in which estate and letting agents may operate therein. In order to ensure that the rules applicable to the Estate, which regulate property ownership and occupation of the premises within the Estate, are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:

9.1.1 An owner is permitted to sell or lease his property himself, without using an accredited agent, provided that the rules applicable to such accredited agents are strictly adhered to.

9.1.2 Only accredited estate and/or letting agents (refer to clause 12) may be used to manage the sale or lease.

9.1.3 The accredited agent and the owner must ensure that the buyer and/or tenant is informed of and receives a copy of these rules as well as the respective Sectional Title Complex Rules. These rules as well as the respective Sectional Title Complex Rules must be attached as an annexure to any deed of sale or lease agreement.

9.1.4 A clearance certificate must be obtained from the HOA at a cost, to be determined from time to time by the HOA, prior to the lodgement with each transfer.

9.1.5 Clearance certificates will only be issued when making use of the services of an accredited estate agent. Failure to use an accredited estate agent shall result in the seller being levied an interim accreditation fee of R6 000.00 (SIX THOUSAND RAND) as well as a fine of R1 000.00 (ONE THOUSAND RAND) which will be included in the costs of the certificate.

9.1.6 No transfer of a property may take place without the issue of a clearance certificate.

9.1.7 No property may be let or utilized for the purpose of a commune.

9.1.8 Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or tenant. Agents are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of the Board.

9.1.9 Save unless specifically provided for, should any person fail to adhere to the rules set out for letting and reselling property a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1000.00 (ONE THOUSAND RAND) for a first offence and R2000.00 (TWO THOUSAND RAND) for a second offence will be levied.

10 SALE

Home Owners Association:

The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to, The Purchaser acknowledges that he is obliged upon registration of the property into his name to become a member of the Company and agrees to do so subject to the Memorandum and Articles of Association of this body.

Conditions of Title:

10.1 The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the Purchaser takes title to the property:

10.1.1 "Every member of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a Member of the HOA and be subject to its constitution, until he ceases to be a member as aforesaid."

10.1.2 "Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the HOA."

10.1.3 "The member of the erf, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the HOA which certifies that the provisions of the Articles of Association of the HOA have been complied with."

10.1.4 "The terms "HOA" in the aforesaid conditions of title shall mean the Carlswald North Lifestyle Estate Home Owners Association (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, the Purchaser hereby agrees to such amendment."

10.2 Should any person fail to adhere to the sale rules a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1000.00 (ONE THOUSAND RAND) for any one offence.

11 LEASE

11.1 The Tenant acknowledges that, upon occupation of the leased premises, he and his family, his visitors, employees and servants shall adhere to all rules and regulations as contained in this document.

11.2 Where tenants continuously breach the rules of the Estate, the owners can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under these rules. This clause must be written into the lease agreement, and owners should make provision for reclaiming amounts incurred as a result of any breaches of these Rules and Regulations as well as the respective Sectional Title Complex Rules.

11.3 Save as specifically provided otherwise, should any person fail to adhere to the rules set out for leases a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R3 000.00 (THREE THOUSAND RAND) for a first offence and any following on offence.

12 ACCREDITATION OF AGENTS

12.1 An agent is accredited after signing an agreement with the HOA to the effect that such agent will abide by the stipulated rules, regulations and procedures applicable to the sale and/or a lease of the property within the Estate, and after having been inducted in respect of the rules, regulations and procedures under which a purchaser and/or lessee acquires and/or leases the property in the Estate.

12.2 Any agent or agency not complying in full to all the Rules and Regulations of the Estate as well as the specific requirements of the signed Agent Accreditation Agreement will forthwith be prohibited to conduct business within the Estate, have their accreditation revoked and be denied access into the Estate for such purposes.

12.3 Accreditation of Agents may be reviewed by the HOA from time to time, and an updated list of accredited agents will be made available at the Estate Office.

12.4 The accreditation policy for Agents may be reviewed by the HOA from time to time.

13 PETS

13.1 Pets may only be kept on properties within the Carlswald North Lifestyle Estate development after the resident concerned has obtained permission, in writing from the Board. The local authority by-laws relating to pets and domestic animals will be strictly enforced.

13.2 A maximum of two dogs may be kept on a property unless specific permission has been obtained from the Board.

13.3 Poultry, wild animals or livestock ***may not*** be kept within the Estate.

13.4 Pets are not permitted to roam the streets and dogs must be kept on a leash at all times, when not in the confines of its owners' premises, no pets are allowed in the swimming or dam areas, Clubhouse, gym or tennis courts.

13.5 Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof and placing such excrement in a suitable plastic bag which is to be closed securely and disposed of into an appropriate rubbish bin. Residents must, for this purpose ensure that they have a suitable implement with them when walking their dogs.

13.6 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the SPCA.

13.7 The HOA reserves the right to request the resident to remove his pet, should it become a nuisance within the Estate; likewise the HOA may, after instituting the appropriate disciplinary measures, require that the dog be removed from the Estate.

13.8 Dogs must be immunized against rabies. Certificates evidencing compliance must be produced and submitted when seeking authorization to keep a particular pet.

13.9 Complaints about pets must be submitted in writing to the Board, who will consider the problem and bring same to the attention of the pet's owner if necessary. Should the pet's

owner concerned fail to effect immediate remedial action, the matter will be decided upon by the Board whose decision on the matter will be binding and final.

13.10 Pet owners are required to take full responsibility for their animals, which may under no circumstances be left on the relevant premises for a maximum period exceeding 24 hours without adequate and responsible human supervision.

13.11 The HOA shall ensure that all animals are kept in humane conditions. In this regard, animals shall be kept in terms of the by-laws and specific guidelines of the SPCA.

13.12 Slaughtering of animals ***shall only*** be allowed for religious and cultural purposes and shall only be permitted within the confines of a section (and under no circumstances on the common property of the Estate or a Sectional Title Complex), subject to the following conditions:

13.12.1 The person requiring to undertake such religious or cultural slaughter shall give the Board at least 21 (TWENTY) calendar day's written notice of the intended slaughter and which notice must specify:

13.12.1.1 The date and time of the proposed slaughter.

13.12.1.2 The type of animal that is to be slaughtered.

13.12.1.3 The name and qualifications of the person who is to undertake the slaughter.

13.12.1.4 Confirmation and undertaking that the animal will be brought onto the Estate immediately prior to the slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the slaughter.

13.12.2 The following notices ***shall*** accompany the application referred to in paragraph 13.13.1 above:

13.12.2.1 From the applicable local authority confirming that all by-laws with regard to the religious or cultural slaughter have been / will be complied with.

13.13.2.2 From the applicable health department confirming that all the health regulations with regard to the religious or cultural slaughter have been / will be complied with.

13.12.2.3 From the Society for the Prevention of Cruelty to Animals confirming that an official from their organisation shall be present at the proposed slaughter to ensure that the animal is slaughtered in as humane a way as required by the relevant ritual or culture.

13.12.2.4 Confirmation that notice has been given to the neighbouring owners of the date and time of the proposed slaughter together with confirmation that they have received such notice.

13.12.3 Failure to comply with all the above requirements shall entitle the Board to prevent the act of the religious or cultural slaughter from taking place or fining the owner for noncompliance in the amount of R5 000.00 (FIVE THOUSAND RAND) per offence.

13.12.4 Save for a fine specifically referred to above, should any person fail to adhere to the rules set out for pets a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are

currently set at a minimum of R500.00 (FIVE HUNDRED AND FIFTY RAND) for a first offence and R1000.00 (ONE THOUSAND HUNDRED RAND) for a second offence.

14 SWIMMING POOL AND CLUBHOUSE AREA

14.1 The use of glass bottles and/or glasses and/or any breakable articles in the swimming and/or paddling pool and/or parking areas is prohibited.

14.2 The use of any alcoholic substances in the swimming and/or paddling pool and/or parking areas is prohibited.

14.3 People using the swimming and/or paddling pool must be properly attired in a proper swimming costume. Swimming in underwear and/or in the nude is prohibited.

14.4 All children under the age of 12 years must be accompanied by an adult when they are using the swimming and/or paddling pool and no adult may use the paddling pool unless accompanying a child.

14.5 The toilets must be kept clean and tidy at all times.

14.6 Over and above what is set out in these rules, the use of the Clubhouse is specifically subject to the following rules:

14.6.1 Only residents with paid up levies will qualify for use of the clubhouse.

14.6.2 Only one function per day regardless of time, duration or nature.

14.6.3 The number of people attending the function will be limited to 80 people and 20 vehicles which may only be parked in the Clubhouse parking. No vehicles are permitted to on any grassed areas.

14.6.4 Anyone, hereafter referred to as the "hiring person", intending to use the Clubhouse shall book the Clubhouse in accordance with the procedures set out in the Clubhouse Hiring Agreement and shall pay a partly refundable deposit of R2 500.00 (TWO THOUSAND FIVE HUNDRED RAND). The booking is only confirmed once the deposit has been received.

14.6.5 The balance of an amount of R1 750.00 (ONE THOUSAND SEVEN HUNDRED AND FIFTY RAND) of the abovementioned partially refundable deposit shall be refunded to the hiring person after the following amounts have been deducted:

14.6.5.1 Any damage caused to the Clubhouse has been rectified. Should the costs of repair of such damages exceed the balance of the deposit, the hiring person shall, upon written notification, become liable for any such additional costs; and

14.6.5.2 Any fines and penalties payable by the hiring person been deducted.

14.6.6 Notwithstanding what is set out in the Clubhouse Hiring Agreement above, any non-compliance with these rules will result in the forfeiture of the entire deposit; however, such forfeiture shall not result in the hiring person being absolved from the payment of any damages that may have been caused to the Clubhouse and/or penalties for which he/she is liable.

14.6.7 The hiring person shall collect the keys from the HOA's representative at the time agreed on when making the booking. The handover checklist will also be completed at this time.

14.6.7 Music may be played in the Clubhouse subject to the following restrictions:

14.6.8.1 The playing of music shall be in the most considerate way possible and in such a way as to not cause a nuisance to other residents.

14.6.8.2 Should the stated music be deemed to be causing a nuisance and the hiring person is notified by a representative of the HOA and he fails to rectify the situation immediately, the HOA may cut the electricity and impose the forfeiture set out in the Clubhouse Hiring Agreement together with any penalty that the HOA may deem appropriate.

14.6.8.3 The playing of music in the Clubhouse or surrounding area shall cease at the following times:

14.6.8.3.1 Friday and Saturday - 22:00

14.6.8.3.2 Monday to Thursday - 20:00

14.6.8.3.3 Sundays – Music may not be played at the Clubhouse or the surrounding area. The Clubhouse is also not available for bookings.

14.6.8.4 The Clubhouse shall be vacated and locked by the hiring person by no later than the following times:

14.6.8.4.1 Friday and Saturday - 23:00

14.6.8.4.2 Monday to Thursday - 21:00

14.6.8.4.3 Sundays (Clubhouse is not available for bookings)

14.6.8.5 The keys to the Clubhouse shall be returned to the HOA's representative by the hiring person by no later than 10:00 on the day immediately following the day that the Clubhouse was hired. Failure to do so will result in a R500 fine.

14.6.8.6 Without exception the use of bicycles, skateboards, roller blades and/or roller skates in the Clubhouse is prohibited.

14.9 Save for a fine specifically referred to above, should any person fail to adhere to the swimming pool and Clubhouse area rules a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1 000.00 (ONE THOUSAND RAND) for a first offence and R2 000.00 (TWO THOUSAND RAND) for a second offence.

14.8 Any hiring person that does not comply with these rules will be prohibited from hiring the Clubhouse for a period of 24 months.

15 ADMINISTRATION

General Administration

15.1 The Board is solely responsible for the administration of the Estate. The Board in its sole discretion may elect to delegate certain or all of its managerial powers to the Estate

Manager or an appointed Agent.

15.2 The appointed Estate Manager or Agent as aforesaid will collect levies on behalf of the Estate or alternatively levies will be collect by the Board. All levies are due and payable in advance on the first day of each and every month, without deduction or set off.

15.3 Levies shall, in addition to the amount also include provision for creating a Reserve Fund for the purpose of meeting unanticipated expenses.

15.4 Legal action will be taken against owners with accounts in arrears for 30 days or longer. The HOA shall be entitled to recover all legal costs incurred by the attorney and own client scale.

15.5 The Board may amend or add to the Rules and Regulations from time to time, as may be deemed necessary to ensure harmonious coexistence of residents. Any such amendments or additions shall be of full force and effect pending ratification at a subsequent AGM or by means of a Special Resolution.

15.6 The Board has the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the next levy.

15.7 Any charge/fine referred to in these rules shall, unless specifically stated otherwise in these rules, be levied against the relevant owner's levy account and shall be due and payable on the due date of payment of the relevant levy statement.

15.8 All expenditure undertaken for or on behalf of the HOA shall be affected in accordance with the principles of best practice pertaining to private business.

15.9 In particular, any single expenditure in excess of R5 000.00 (FIVE THOUSAND RAND) shall be subject to the acquisition of at least 2 quotes for comparable goods or services.

15.10 Should a purchaser, consolidate 2 or more erven, the Association shall debit the number of levies as per the original stands, despite the consolidation having taken place.

15.11 No construction of a dwelling shall be allowed to continue if and when levies are in arrears.

15.12 Access cards may be invalidated until all arrears have been paid by a member, at the discretion of the Estate Manager.

15.13 In addition to the access cards that will be de-activated, the directors and or company and or management, reserves the right to name and shame all defaulters by name and stand number, where levies are in arrears for more than 4 months.

15.14 Should a member change his / her / its address without advising the Association's Managing Agent in writing, the stand (albeit vacant or not) will serve as a *domicillium citandi et executandi* (address where legal process may be served). Such change in *domicillium* address, which may not be a postal address and has to be a physical address, will only be accepted as soon as the Association's Managing Agent has acknowledged same by return of post to such member.

15.15 Any payments made by a member towards his / her / its indebtedness to the Association shall be appropriated first to interest, then to capital and lastly to untaxed legal costs, which

may be added on to a member's account in the event of legal proceedings having been instituted, not withstanding when such indebtedness became due.

15.16 Should the Association elect to commence legal proceedings against a member, the Association may institute such proceedings in the appropriate division of the High Court of the Republic of South Africa, in which event the member shall be held liable for legal costs and disbursements incurred on the High Court scale, as between attorney and his own client, inclusive of all tracing fees as well as collection commission.

15.17 A member agrees to accept a certificate of balance issued by a duly authorised representative of the Association (it not being necessary for the Association to prove the appointment or authority of the person signing such a certificate) specifying the amount of the member's indebtedness to the Association (including, if applicable, interest and the amount and the rate thereof and the period for which it is payable) and further stating that the same is due, owing and payable and shall be sufficient and satisfactory proof of all matters contained therein, including the amount and validity of such indebtedness, and the fact that same is due, owing and payable, and shall constitute *prima face* proof for and entitle the Association to obtain provisional sentence, summary judgment or default judgment.

15.18 In terms of Article 21.6 of the Articles of Association, the director shall be entitled to raise interest at the Companies Bankers prime overdraft rate plus 2% capitalised in arrears on all overdue levies or any other amounts due, owing and payable by a member to the Association.

Fines

15.19 The Board has the right to introduce and enforce the payment of fines against any transgressors of any rules contained in these rules or its annexures or any amendments thereof.

15.20 Should any transgressor, as referred to above, not be an owner of the HOA, the owner whose, without limitation, invitee, tenant, contractor, employer or any person who the stated owner is liable for is the transgressor shall be liable to the HOA for the payment of the fine.

15.21 All rules not adhered to, if no specific fine is mentioned in this document, shall be subject to a minimum fine of R250.00 (TWO HUNDRED AND FIFTY RAND). Persistent transgressions of the rules and regulations of the HOA may result in the Board taking the appropriate legal action to interdict the owner to refrain from further transgressions or to seek any alternative relief the Board may deem necessary.

15.22 Should an Estate Manager or appointed agent be appointed, it is hereby expressly confirmed that the stated Estate Manager or the appointed agent have been authorised to impose any fine referred to in these rules.

Notices, Decisions and Appeals

15.23 No resident/owner may refuse receipt and/or delivery of any notices in terms of these rules and regulations. Refusal to accept will result in the placement of the notice in the ordinary course, by attaching it to the gate and/or front door of the unit and/or sent by prepaid registered post. Confirmation by the Estate Manager or appointed agent that it has been placed and/or sent as aforesaid shall be sufficient confirmation of service.

15.24 In the event of any appeal or dispute of the facts relating to any fine imposed and/or any decision of the Estate Manager, written representations must be addressed to the Board. The appeal or dispute will be dealt with at the first Board meeting following receipt of the written representations. The owner concerned will be entitled to make written representations and present documentary evidence or witnesses to the board at that meeting

15.25 The decision of the Board shall be final and no further appeal shall be allowed thereafter.

Sectional Title Complexes within the Estate

15.26 These rules and regulations shall apply to the Sectional Title Complexes, owners and residents within the Estate and these rules shall be deemed to be incorporated into the rules laid down by various Bodies Corporate of the respective Sectional Title Complexes and the Board may require the stated Bodies Corporate to amend their stated rules in order to include these rules.

15.27 These rules and regulations shall be deemed to be the minimum standard to which all Sectional Title Complexes, owners and residents within the Estate need to comply with.

15.28 Should the rules of a Bodies Corporate not be amended as aforesaid and/or until the rules of a Body Corporate be amended as aforesaid these rules and regulations, shall be regarded as the forming part of the rules of the Body Corporate and should there be any conflict then these rules and regulations shall prevail.

15.29 The Board and/or the Estate Manager and/or the duly appointed agent shall be entitled to take such steps as they deem necessary to ensure the aesthetics and/or all other values of the Estate are adhered to by the Sectional Title Complexes, owners and residents within the Estate.

16 ENQUIRIES

16.1 For any enquiries please contact the Estate Manager.
E-mail: estatemanger@carlswaldnorth.com
Mobile: +27 76 157 9858