

CONDUCT RULES

In terms of s35(2)(b) of the Sectional Titles Act 95 of 1986 ("the Act")

INTERPRETATION

1. "Resident" means an owner or occupier of a section;
2. "Scheme" means the land and buildings known as Royal Maitland, and includes, but is not limited to, the sections, the exclusive use areas, the parking bays and the common property;
3. "Trustee" means the Trustee of the Body Corporate, and includes an alternate trustee;
4. "Rules" shall mean these Conduct Rules;
5. Words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neutral genders, and the converse shall apply.;
6. "Guests" shall mean anyone who enters the Scheme at the behest, request, invitation and / or instruction of a Resident, and shall include, but shall not be limited to, family members, representatives, visitors, employees, agents, contractors, sub-contractors and servants of the Resident;
7. The headings contained herein are for convenience only and shall not be taken into account for the interpretation of the Rules.

BINDING NATURE OF THE RULES

8. The Rules shall apply to and bind all Residents and all Guests.

MOTOR VEHICLES AND USE OF DRIVEWAYS AND PARKING AREAS

9. Residents and Guests shall:
 - 9.1 Observe and obey all road signs in the Scheme;
 - 9.2 Drive their vehicles within the scheme in such a manner so as not to cause a nuisance, or which is considered in the sole discretion of the Trustees to be dangerous and / or an impairment or threat to safety;
 - 9.3 Not allow an unlicensed person to drive a vehicle within the Scheme; and
 - 9.4 Observe and adhere to the maximum speed limit of 20km/h.
10. Hooters shall not be sounded in the Scheme nor at the entrance to the Scheme, except in the case of emergency and / or to prevent any loss, damage or harm.
11. Vehicles (including motor bikes, bicycles and similar vehicles) may only be parked on specifically demarcated areas of the common

property, and may not be parked in a manner which obstructs the flow of traffic or obstructs the access to an egress.

12. A Resident shall only park his vehicle in the parking bay that has been allocated to his section as set out below, and may not lease or permit another Resident or Guest to utilise that parking bay within prior written approval from the Trustees. Guests shall only park in those parking bays reserved for visitors. The parts of the common property depicted as parking bays on the plan attached hereto as "Annexure A - Parking Plan" are reserved for the exclusive use of the owners of the Sections as noted on the schedule attached hereto marked "Annexure B - Parking Bay Allocation"
13. Only one vehicle may be parked in a parking bay at a time, and the parking of the vehicle in the parking bay shall not prevent or obstruct another vehicle from parking in another parking bay.
14. Severely damaged vehicles and vehicles which are not in general use, or vehicles that leak fluids on to the common property, or vehicles that are not roadworthy shall not be parked on the common property or in a parking bay other than for short periods determined and approved by the Trustees. Such approval from the Trustees must be obtained in writing prior to the parking of the vehicle.
15. Trucks, caravans, trailers, boats or any other heavy vehicles shall not be parked within the Scheme unless the prior written consent of the Trustees has been obtained.
16. No person may wash, dismantle or effect major repairs to any vehicle while such vehicle is parked in the Scheme.
17. Failing strict adherence to the Rules, or failing the granting of prior written consent from the Trustees, any vehicle parked, repaired, or left abandoned in contravention of Rules 11 to 16 may be removed and / or towed from the Scheme at the instance of the Trustees, and the cost of such removal or towing, as well as the cost of retrieval of the vehicle and any damage sustained to the vehicle, shall be at the owner's expense.
18. Parking of vehicles, whether the vehicles are owned or being used by Residents or Guests, is done so subject to the express condition that the vehicle is parked at the vehicle owner's risk and responsibility, and that no liability shall attach to the Body Corporate or its agents, employees, contractors, sub-contractors, servants or representatives, for any loss or damage of whatsoever nature suffered by the owner of the vehicle.

LAUNDRY

19. A Resident or Guest shall not erect a washing line, nor place or hang any laundry or any other items in the Scheme where it is visible by the other Residents and / or Guests of the Scheme.

20. Any items mentioned in 19 above which are hung out is at the sole risk of the owner, and the Body Corporate is not liable for any loss arising from the damage or theft of these items.
21. At all reasonable times, laundry areas shall remain locked.

REFUSE

22. A Resident shall maintain in his section and in a hygienic and dry condition, a receptacle for refuse.
23. A Resident must ensure that refuse is placed inside the receptacle, is securely wrapped and that any containers and tins are completely drained of liquid.
24. A resident must place the receptacle in the refuse collection area at the time designated by the Trustees, and, at the first reasonable opportunity, must remove the receptacle from the refuse collection area once the refuse has been collected.

NOISE AND DISTURBANCE

25. Residents and Guests, at all times, shall ensure that they do not create excessive noise or noise which is a disturbance to other Residents and/or Guests.
26. It is expressly recorded that Residents and Guests acknowledge that the rules relating to noise and disturbance shall be enforced at a stricter level for the periods of 14h00 (2pm) to 16h00 (4pm) and 22h00 (10pm) to 07h00 (7am).
27. Musical instruments, radios, television sets, sound systems and any similar systems and / or sets must be operated in such a manner as not to be audible by any other section, nor audible from the common property.
28. Any Resident or Guest who contravenes the rules relating to Noise and Disturbance shall be subject to the Body Corporate's disciplinary procedure.

GARDENS AND FLOWERBEDS

29. Residents shall maintain in a neat and tidy condition their garden in their exclusive use area.
30. No plant, flower, bush, shrub or tree may be removed, whether partly or wholly, from the common property, and any natural flora and fauna shall not be destroyed, damaged or removed, whether wholly or fully, without the prior written consent of the Trustees.
31. Garden tools and implements shall be stored where they are hidden from view from the other sections and from the common property.

PETS

32. Unless the Resident or Guest has received prior written consent from the Trustees, Residents may keep one (1) pet per section, and Guests are not permitted to bring any pets into the Scheme.
33. Should a Resident not have a pet at the date of the registration of these Rules, and subsequently wishes to acquire a pet, the Resident must apply in writing to the Trustees, who shall solely determine the Resident's application and whose decision is final. In considering the Resident's application, the Trustees may take any relevant factor into account, including, but not limited to, the interest of other Residents and the interest of the Scheme as a whole. Any consent given by the Trustees may be revoked at any stage by means of a written notice, setting out the terms of such revocation.
34. Should a Resident have a pet at the date of registration of these Rules, or should a Resident receive written consent from the Trustees to have a pet, the Resident must comply with any rules (including these Rules) and laws pertaining to pets and animals.
35. It is specifically recorded that pets are limited to dogs, cats, fish, birds and hamsters.
36. Residents must ensure that their pets do not cause a noise or disturbance at any time, and do not constitute a danger nuisance to other Residents and Guests. Any Resident and / or Guest who neglects or is unable to prevent their pet from causing a noise or disturbance will be deemed to be in contravention of the Noise and Disturbance clauses and shall be subject to the procedure referred to in clause 70.
37. Residents and / or Guests are responsible for the immediate removal of their pets' waste within the Scheme.
38. Should any harm or loss be caused in any way by the conduct of the pet or the Resident / Guest, whether negligent or otherwise, and whether directly or indirectly, the Body Corporate shall not be liable for any such harm or loss, and the Resident / Guest shall be liable for such harm or loss.
39. Under no circumstances may the following pets be allowed in the Scheme:
 - 39.1 Unleashed dogs; unless they are in a section;
 - 39.2 Dogs on heat;
 - 39.3 Cats that have not been spayed or neutered;
 - 39.4 Vicious animals of any kind, notwithstanding the provisions of clause 35;
 - 39.5 Parrots; and
 - 39.6 More than one bird in an aviary, unless prior written consent is received from the Trustees.

40. The Resident and Guest shall ensure that all dogs and cats are collared and tagged, and that the tags reflect the name and contact details of the owner.
41. Any pet found unaccompanied or unidentified or in contravention of the provisions herein in any part of the Scheme other than a section shall be removed by the Trustees. The owner shall be liable for all costs involved in such a removal, including, but not limited to, the pound fees and capture charge.
42. The Body Corporate shall not be liable for any injury to or harm resulting from a pet, both generally and in terms of the provisions of clause 41.

SERVANTS AND DOMESTIC WORKERS

43. Residents shall be responsible for the commissions and omissions of their servants and domestic workers, and shall be responsible for any contravention by their servants and domestic workers of the provisions herein and any other applicable laws.
44. Domestic workers and servants shall not loiter on or around the common property.
45. Should a servant or domestic worker contravene any provisions of the Conduct Rules, then it shall be deemed that the Resident has committed such a contravention, and the Resident may be subject to the Body Corporate's disciplinary procedure.
46. Upon consistent contravention of the Conduct Rules by the domestic worker or servant, the Trustees may issue to the Resident a written notice instructing the Resident to remove the domestic worker or servant from the scheme, such removal being either temporary or permanent.
47. For the purposes of security, any Resident who employs a domestic worker and / or servant shall furnish to the Trustees a written note detailing the Resident's contact details, the details of the domestic worker and / or servant, the days and / or dates on which the domestic worker and servant shall be present in the Scheme, as well as any other information requested by the Trustees, including, but not limited to, whether the domestic worker / servant has personal access to the Scheme.

APPEARANCE

48. The Residents shall maintain their sections and exclusive use areas in a condition which, in the sole discretion of the Trustees, is aesthetically pleasing and desirable when viewed from any point, both within the Scheme and outside the Scheme.

SIGNS AND NOTICES AND FIXTURES

49. The Residents shall not place on any point of the common property any sign, billboard, notice or advertisement of any kind without the prior written consent of the Trustees.
50. The items listed in Annexure C, which is attached hereto, shall not be fitted, installed, erected, attached or placed without the prior written consent of the Trustees.
51. The Trustees shall have the authority to remove any items mentioned in clauses 49 and 50 and in terms of Annexure C 1 which have been so fitted, installed, erected, attached or placed without the prior written consent of the Trustees, and the Resident in contravention shall bear all costs related to such removal.

LITTERING AND POLLUTION

52. The Residents shall not cause or permit to be caused any litter or refuse, including, but not limited to, dirt, cigarette ends, papers, packaging and food scraps, to be left or deposited upon the common property or exclusive use areas.

STORAGE OF DANGEROUS MATERIALS AND COMMISSION OF DANGEROUS ACTS

53. For the purposes of clause 54, the commission of a dangerous act shall include an intentional or negligent omission.
54. A Resident or Guest shall not commission any act which, in the sole discretion of the Trustees, is a dangerous act, and which did or could have caused harm to another Resident or Guest or damage to another Resident or Guest's property, and which did or could have caused damage to any portion of the Scheme. A dangerous act includes, but is not limited to, one which results, whether partially or fully, in an increase in the insurance premiums payable by the Body Corporate.
55. A Resident or Guest shall not permit or cause the storage on the Scheme of any dangerous and / or illegal materials.

PESTS AND ERADICATION

56. A Resident shall maintain his section and exclusive use area free of white ants, borer and other wood-destroying insects, cockroaches and other vermin and shall permit the Trustees, Managing Agents, and their duly authorised agents and employees, to enter his section at a reasonable notice in order to carry out an inspection of the section, and in order to take action necessary to eradicate such pests.
57. The Resident shall bear the costs related to the inspection and eradication, including, but not limited to the cost to repair any damage caused by the pests, by the inspection or by the eradication of the pests.

LIABILITY OF BODY CORPORATE AND INSURANCE

58. The Body Corporate, its agents, representatives, contractors, sub-contractors and employees shall not be liable for any harm or loss suffered by a Resident or Guest, whether directly or indirectly, or whether in or around the Scheme, caused either by a commission or an omission.
59. The Resident and Guest hereby indemnifies the Body Corporate, its agents, representatives, contractors, sub-contractors and employees for any loss and / or damage suffered by any Resident or Guest.
60. The Body Corporate, its agents, representatives, contractors, sub-contractors and employees shall not be liable for the delivery or non-delivery or receipt or non-receipt of any goods, postage or other property.
61. The Scheme is insured in terms of a Master Insurance Policy, and the premium is paid out of the monthly levy, which is specified amount payable by the section owners on a monthly basis.
62. Should a Resident or Guest intend to submit an insurance claim, such intention must be immediately conveyed to the Managing Agent, who shall be in possession of all necessary insurance claim forms.
63. The Body Corporate shall not be liable for any excess relating to a claim that has arisen in the Scheme.

USE OF THE SCHEME

64. The sections shall only be used for residential, non-commercial purposes, and no business or trade shall be conducted, whether wholly or partly, from the sections or any other portion of the Scheme.
65. The sections shall not be used for the commission of an illegal activity.
66. No auctions or sales, including, but not limited, to boot and jumble sales, may be held in or around the Scheme.
67. No firearms or pellet guns shall be discharged in or around the Scheme. Should any Resident or Guest own a firearm at the date of registration of these Rules, or subsequently wish to acquire a firearm, or temporarily bring a firearm into the Scheme, the Trustees must be notified immediately, and may require certain details, including, but not limited to, proof of ownership of the firearm and copy of the firearm licence.
68. No stones or solid objects may be thrown or propelled in or around the Scheme.
69. The maximum number of residents allowed to reside in each section shall be as follows:
 - 69.1 2 (two) persons per bachelor section;
 - 69.2 3 (three) persons per single bedroom section;

- 69.3 4 (four) persons per 2 (two) bedroomed section; and
69.4 6 (six) persons per 3 (three) bedroomed section.

SANCTION, PENALTIES AND DISCIPLINARY PROCEDURE

70. The Disciplinary Procedure, including possible sanctions and fines, is to be determined by the Trustees from time to time in their sole discretion.
71. The Estate Manager, duly empowered by written authority issued by a minimum of two (2) Trustees, shall assist in or ensure that the sanctions are carried out and / or the collection of the imposed fines.
72. It is expressly recorded that all Residents and Guests acknowledge that clauses contained herein which do not specifically or expressly state that contravention thereof shall lead to disciplinary procedure, shall have the same enforcement as a clause which states the penalty for contravention, and that a contravention of any of these clauses shall result in disciplinary procedure. It is expressly recorded that all of the clauses contained herein are material clauses, and that a breach of any of the clauses contained herein shall constitute a material breach.
73. Any penalties which are expressly included in any of the clauses contained herein, and if the context so allows, shall be in addition to the penalties in terms of the disciplinary procedure.
74. It is expressly recorded that all Residents and Guests acknowledge that the deeming provisions contained in some of the clauses contained herein may result in Residents and Guest being held liable for the commissions and / or omissions of others.

MODIFICATION OF SCHEME'S BUILDINGS AND PORTIONS

75. Any alteration, amendment, addition or decoration to the exterior and interior of a section, to the exclusive use area and to the common property shall not be effected unless the Trustees have given prior written consent.
76. In order to effect the modifications listed in clause 75, the Resident must apply in writing to the Trustees, and attach a plan detailing the specifications, nature, type, shape, height, material, colour, location and any other necessary detail of the proposed modification.
77. The Trustees have the sole discretion whether to grant their consent, and shall take all relevant factors into account when considering the application. Notwithstanding the granting of such consent, the Resident may only effect the modifications once he has carried out his duty of obtaining the necessary permit or approval required by the local authority.
78. The Resident shall be obliged and responsible for the maintenance of all modifications to the exterior and interior of a section, to the exclusive use area and to the common property and shall maintain these modifications in a state of good order and repair, and shall take

all reasonable steps to ensure that the modifications are maintained in a clean, hygienic, neat and attractive condition.

79. Should the Resident fail to take the maintenance steps listed in clause 78, the Trustees may take any steps necessary to ensure compliance after the expiration of 5 day's written notice to the Resident. The Resident shall be liable for the cost of any steps taken by the Trustees.
80. Should any modification prevent or hinder an employee, contractor, sub-contractor, agent or representative of the Body Corporation carrying out his task, the Resident shall be liable for any costs incurred due to the prevention, hindrance and / or late or incomplete performance of such task.
81. Any modifications which affect more than the Resident's section and / or the common property, including, but not limited to any modifications to plumbing and electrical installations, may not be affected without both the requisite local authority consent and the prior written consent of the Trustees, such consent being signed by the Chairman.
82. The Resident shall produce the Qualified Structural Engineer's Certificate if requested to do so by the Body Corporate.
83. The provisions of s37(1)(b) of the Act shall apply to any modification of the interior and exterior of a section, to the exclusive use area and to the common property.
84. All modifications shall be carried out, insofar as possible, during reasonable hours, being 07h00 to 18h00, and shall not cause undue disturbance and noise.
85. Gas stoves may be removed and replaced with electric stoves only once the Trustees have provided their written consent to do so, and only once the local authority has provided their written consent to do so.

ASSISTANCE TO RESIDENTS

86. A Resident is not entitled to any assistance from the Body Corporate and the Managing Agent, nor their respective agents, representatives, contractors, sub-contractors and employees in carrying out his maintenance obligations herein.

LEASING OF SECTIONS AND MANAGING AGENT'S APPROVAL OF LESSEES

87. It is expressly recorded that should an owner of a section decide to lease the property, the owner shall immediately inform the Managing Agent of his intention to do so.
88. The owner of the section may advertise for and canvass potential lessee's, and must furnish to the Managing Agent his shortlist of potential lessees so that the Managing Agent may carry out its own investigations regarding the suitability of the potential lessees.

89. Should the Managing Agent approve of any of the potential lessees, the owner has the discretion with whom to conclude a contract of lease. However, should the Managing Agent not approve of any of the potential lessees, the owner is obliged to continue searching for potential lessees and shall repeat the approval procedure again until a suitable lessee, who is approved by the Managing Agent, is found.
90. The Managing Agent's approval in terms of clause 89 cannot be withheld unreasonably, and, in the event of non-approval, the owner can demand that the Managing Agent furnish written reasons upon which decision its to withhold its approval was founded.
91. Once an approved lessee is found, the owner undertakes to attach to the lease agreement a set of these Rules and a set of the Management Rules so that the Rules form part of the lease agreement.
92. The owner must include in the lease agreement the following terms:
- 92.1 *"It is expressly recorded that the Lessee(s) acknowledge that the Conduct Rules and Management Rules form a material part of this Lease Agreement, and that the Lessee(s) agree to adhere to these Rules, and that the Lessee(s) understand that upon contravention, the Lessee(s) may be subject to the disciplinary procedure contained therein."*
- 92.2 *"It is expressly recorded that this Lease Agreement is subject to the following resolute condition: in the event of the Body Corporate finding the lessee(s) to be in contravention of the Conduct Rules or Management Rules and imposing a sanction in terms of these Rules within the first four (4) months of the commencement date in terms of the Lease Agreement, the Lease Agreement shall immediately terminate and shall not be concluded afresh, notwithstanding an option to renew which is held or which has been exercised by the Lessee(s)."*

COPY OF THE CONDUCT RULES

93. A Resident is entitled to request from the Body Corporate a copy of these Conduct Rules, provided that such request is in writing, and the Body Corporate is obliged to provide such copy within a reasonable time.

CONFLICT WITH MANAGEMENT RULES

94. In the event that the provisions of the Conduct Rules conflict with the provisions of the Management Rules, the latter shall prevail.

DATED AT CONSTANTIA on

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