

CONDUCT RULES

1. INTERPRETATION AND DEFINITIONS

The provisions of clause 2 of the Constitution relating to interpretation and definitions are specifically incorporated herein. The rules of interpretation set out in the said clause 2 shall apply to the interpretation of these Rules and the words defined therein shall have the same meaning in these Rules.

2. INTRODUCTION

The development (also referred to as “the Estate” in these rules) has been developed to provide residents with a comfortable, enjoyable and secure lifestyle. These Rules have been formulated in accordance with the Constitution to promote and maintain such lifestyle and harmonious relationships amongst the residents. These Rules have not been formulated for the purpose of restricting the lifestyle of residents but rather to lay down parameters which will protect the rights of residents and their rights to the enjoyment of their properties.

3. BEHAVIOUR OF OWNERS, OCCUPIERS AND GUESTS

All owners shall abide by these Rules and shall further ensure that their invitees (including but not limited to guests and tenants) abide by these Rules.

4. HOUSEHOLD REFUSE

Every owner or occupier of a property shall:

- 4.1 maintain a receptacle for refuse within his property;
- 4.2 ensure that before refuse (whether domestic or garden) is placed in such a receptacle it is securely wrapped in a suitable vermin proof container;
- 4.3 for the purpose of having the refuse collected, place such receptacle within the area and at the time designated by the Trustees;
- 4.4 comply with all the requirements of the local authority with regard to the collection of refuse;
- 4.5 when the refuse is being collected, promptly return such receptacle to his property;
- 4.6 ensure that the receptacle is not visible from any road (other than during collection times) or neighbouring property.
- 4.7 no refuse (whether domestic or garden) is left outside the property except for collection on the date of collection.

4.8 ensure that refuse is recycled wherever possible.

5. GARDEN REFUSE

5.1 Garden refuse shall be disposed of in a manner prescribed by the Trustees from time to time.

5.2 If an owner employs garden service providers to maintain his garden and/or collect garden refuse then such service providers must be registered with the Association for security purposes and may only operate from Monday to Friday between 8.00 a.m. and 4.00 p.m. The Trustees are to provide a list of approved garden maintenance and refuse removal contractors which may be used to ensure the security and good conduct of the estate.

6. TRAFFIC AND VEHICLES

6.1 The movement and control of traffic, vehicles and pedestrians is subject to these Rules and any further directives made by the Association in regard thereto.

6.2 Persons using the roads do so at their own risk.

6.3 Hooters shall not be sounded within the Estate other than in emergencies.

6.4 All motorised vehicles shall only be operated on roads or designated tracks / paths and by persons who hold a valid drivers license.

6.5 All motorised vehicles operated within the estate must comply with all legal requirements applicable to such vehicles. Without in any way derogating from the generality of the above all vehicles must be licensed, road- worthy and comply with all laws pertaining to noise and emission levels.

6.6 The maximum speed limit on all roads in the residential villages component of the Estate shall be 30 kilometres per hour, while the speed limit shall be 40 kilometres per hour in the remainder of the Estate.

6.7 The Association may by means of appropriate signage, give directions as to the use of roads or any portion of roads. Failure by any person to obey such signage or to adhere to the maximum speed limit shall constitute a contravention of these rules. Without in any way derogating from the generality of the provisions contained in these rules and the Constitution relating to the enforcement of the Constitution and the rules, it is recorded that the Trustees may impose such fines as they see fit upon owners, drivers or riders who contravene this rule.

- 6.8 No vehicles with an axle load of more than 6 metric ton (6 000 kilograms) may be driven on any roadway or elsewhere on the estate other than with the written consent of the Trustees of the HOA.
- 6.9 Delivery vehicles may not, without the consent of the Trustees or the Estate Manager, enter the Estate on Saturdays, Sundays or public holidays nor before 7.00 a.m. and after 5.00 p.m. on weekdays.
- 6.10 Vehicles (including all forms of motorised and self-propelled vehicles) may only be operated on roads and designated driveways and non-motorised vehicles may only be used on those areas specifically designated by the Association for that purpose.
- 6.11 The Trustees may at any time introduce any traffic calming measures that they in their discretion may deem necessary including but not limited to speed humps and pedestrian crossings.
- 6.12 No helicopters or other means of aerial conveyance may be landed at any part of the Estate without the prior written consent of the Trustees.
- 6.13 Animals, birds and other forms of wildlife shall at all times have right of way on the Estate.
- 6.14 No persons shall drive or ride any vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance.
- 6.15 Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- 6.16 No quadbikes, motorcycles and the like may be driven on the Estate other than for the purpose of entering or exiting the Estate by owners and subject to rule 6.5 above.
- 6.17 Where required for management, maintenance, security, game reserve management and similar purposes vehicles such as quad bikes and all terrain vehicles may be used as approved from time to time by the Trustees of the Homeowners Association

7. SPECIAL RULES RELATING TO FAUNA

As disclosed in the Constitution the developer will be conducting a game farming operation on the private nature reserve and certain parts of the common property. As a result large numbers of fauna will have freedom of movement over the entire Estate. In addition to animals, birds and other forms of wildlife having right of way on the Estate at all times, members and their invitees shall not drive or ride any motorised vehicle or any self-propelled vehicle anywhere in the Estate in such a manner that it shall cause distress or danger to any of the fauna nor shall any member of his invitee or any other person conduct any

activity on the Estate which shall cause distress or harm to any of the wildlife. Without in any way derogating from the generality of the above the following specific rules shall apply:

- 7.1 No feeding of any wild animals is permitted whatsoever, except where required by the conservation and reserve managers.
- 7.2 No removal or physical interaction with any of the wildlife is permitted.
- 7.3 Any animals in distress or posing a threat to the homeowner, are to be reported immediately to the relative Estate Manager or Trustees.
- 7.4 Animals are to always be given right of way, and must never be chased, cornered or placed under undue stress while homeowners are making use of the open space.
- 7.5 Any type of animal poison is completely banned from the development. Poisons work their way through the food chain and can have massive detrimental effects in the wildlife. (Eg: Owls eating poisoned rats, Burchell's Cougal (Rain Bird) eating poisoned snails, etc.) Fines of up to R100 000.00 may be enforced for possession and/or use of such poisons, as to determined by the Trustees as and when necessary.
- 7.6 Animals are potentially dangerous and homeowners reside and make use of the open areas at their own risk.
- 7.7 No picking or removal of any flora is permitted.
8. PARKING
 - 8.1 No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees or the Estate Manager. The Trustees or the Estate Manager may cause to be removed, wheels clamped or towed away from the Estate at the risk and expense of the owner any vehicle parked, standing or abandoned on the common property without the Trustees or Estate Manager's written consent.
 - 8.2 The owners and occupiers of their property shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid on the common property. If dripping occurs the cost of removal and repair of any damage caused thereby will be for the account of the owner and/or occupier concerned.
 - 8.3 Vehicles may be parked only on such areas of the Estate as are specifically designated or approved by the Trustees for that purposes and in such a way that the flow of traffic is not obstructed.

- 8.4 No trucks or other heavy vehicles may be parked within the Estate, unless permission is granted by the Trustees or the Estate Manager in cases where it is absolutely necessary and for an agreed short period (for example game trucks will be allowed on site during capture).
- 8.5 Owners shall ensure that their visitors and guests use only those bays reserved and specifically demarcated for visitors (if applicable). A breach of this rule will entitle the Trustees or the Estate Manager to have any offending vehicle towed away from the Estate at the risk and expense of the owner of the vehicle or alternatively the owner of the property.
- 8.6 Owners shall ensure that their visitors and guests do not cause any obstruction to traffic or access to egress from driveways and garages or in any other way.
9. USE OF RESIDENTIAL ERVEN
 - 9.1 No owner or occupier of any residential erf may use the erf for any purposes other than residential purposes.
 - 9.2 No advertising board or signs, including business signage of any nature, nor any "for sale" signs, may be displayed on or about the Estate, without prior consent of the Trustees or the Estate Manager.
10. COMMON PROPERTY AND ENVIRONMENTAL ISSUES
 - 10.1 No person shall commit any act or fail to commit any act that may, in the opinion of the Association, be likely to harm or have a detrimental effect on the environment, including but not limited to the flora and fauna, or is likely to unreasonably interfere with the use and enjoyment of the common areas by owners and their guests.
 - 10.2 It shall be each owner's responsibility to keep his erf clear of invasive alien vegetation. A list of invasive alien vegetation shall be available from the offices of the Homeowners Association. The HOA shall also be responsible for the removal and eradication of alien vegetation on the common property as required by law.
 - 10.3 No natural forests may be cleared or trimmed without obtaining permits from the relevant authorities and no person shall (without prior written authority of the Trustees of the HOA) pick or plant any flowers or plants on the common property.
 - 10.4 Littering is strictly prohibited.
 - 10.5 The feeding of wildlife is prohibited.
 - 10.6 Camping and picnicking is prohibited except in designated areas, or as approved by the Trustees.

- 10.7 The Association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.
- 10.8 No person shall discharge any firearm, air rifle, cross bow, catapult or similar weapon or device on or about the Estate, other than in self-defence or as the Developer in performing wildlife management functions.
- 10.9 Hunting and trapping in any manner is strictly prohibited, other than by the Developer in managing the number of wildlife on the estate.
- 10.10 No person shall use any type of poison for any purpose on or about the Estate without the prior written consent of the Trustees, which consent shall only be granted if the Trustees are convinced that the poison will not be harmful to the natural flora and fauna nor present any form of risk or danger to the environment.
- 10.11 No person may deposit chemicals or other harmful substances into waste water or down drains or toilets.
- 10.12 No borehole may be sunk on or about the Estate without the prior written consent of the Trustees. Should the Trustees grant such consent it may do so subject to such terms and conditions as it may deem fit.
- 10.13 The Trustees shall be entitled to restrict movement on certain parts of the common property to designated areas including but not limited to walking trails, cycling paths and the like.

11. NOISE

No person shall make, cause or permit any noise or disturbance or do or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the aforementioned general rule:

- 11.1 Fireworks are strictly prohibited.
- 11.2 Burglar alarms must not be allowed to create a nuisance to residents.
- 11.3 The regular use of noisy machinery and power tools is prohibited. Such machinery and tools may only be used insofar as it is reasonably necessary for the purposes of maintaining and improving owners' properties and the dwellings erected thereon, during reasonable hours, as to be determined by the Trustees.
- 11.4 All building work, whether undertaken by a contractor, owner or occupant, must be done during the hours stipulated by the Trustees from

time to time for building contractors unless approval is obtained from the Trustees to carry out such work outside of such hours.

11.5 As a general rule the playing of loud music is prohibited at all times.

12. DOMESTIC EMPLOYEES

12.1 For the purpose of these rules domestic employees shall include any person paid by an owner to perform normal household tasks including but not limited to cleaning the house and gardening.

12.2 All domestic workers must be registered with the HOA. Such registration will last for one year whereupon it must be renewed.

12.3 Only 2 domestic employees per household may be accommodated on the Estate, unless otherwise authorised by the Trustees.

12.4 If domestic employees are not accommodated on the Estate such employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Owners shall be obliged to collect such domestic workers at the security gate and return them to the security gate at the end of a working day.

12.5 Owners must ensure that domestic workers are aware of and abide by these rules and the Constitution including but not limited to all security requirements.

12.6 Domestic employees are not allowed to receive visitors on the Estate in their personal capacity unless approved by the homeowner of the property. As such each guest will be considered a guest of the homeowner, and normal guest rules apply.

13. SECURITY

13.1 All security procedures in force from time to time shall be strictly adhered to by all members and their visitors. Visitors are the responsibility of the member concerned and members are accordingly responsible for the actions and behaviour of their visitors. Members must ensure that the visitors comply with all security procedures.

13.2 Members shall be liable for any damage of whatsoever nature caused on the estate by their visitors.

13.3 Upon entry to the estate all visitors shall be required to sign such forms as may be prescribed by the HOA.

13.4 Every person entering or exiting the estate shall stop at the booms (or other control device) and no vehicle or person may enter or leave the estate at any point other than at the entrance / exit at the gatehouse,

unless access is required through the service gate in which case permission must be obtained in writing from the Trustees. In such cases entry and exit will be controlled and registered by the relevant security personnel.

- 13.5 No person may enter the estate without having proper authorisation and having been cleared by security. Security is entitled to refuse entry to persons if they believe on good grounds that such person/s should not be allowed access to the estate.
- 13.6 If access discs are issued to owners, tenants or other residents then such discs shall only be used by the person to whom they are issued and disc-holders shall not allow any other person to use such discs.
- 13.7 The trustees may, from time to time, introduce such additional rules relating to security as they see fit.
- 13.8 No guest shall be allowed on the estate unless a member has advised the control room of the identity and approximate time of arrival of the visitor or invitee of the member, or the control room has contacted such member at the time of arrival of the guest.

14. DOMESTIC PETS

- 14.1 The permissible number of domestic animals which may be kept shall be limited to three dogs (of which a maximum of two may be large breed dogs). Only the first registered owners of an erf shall be allowed to keep two cats as provided for in clause 14.12 below.
- 14.2 No wild animals (other than those introduced by the developer in the conducting of the game farming enterprise as detailed in the Constitution) may be kept on the estate. This prohibition shall include but shall not be limited to pigeons, poultry, peacocks, livestock, snakes and reptiles.
- 14.3 Domestic pets may be kept on the estate by owners or tenants of the Estate only, and not by temporary guests of members, other than with the consent of the Trustees.
- 14.4 Dogs must be contained within the owner's property and, when outside the owner's property must be physically restrained at all times by owners (or another responsible person) by means of a leash or other suitable restraint and may only be walked in the designated dog park area and along residential roads within the Village areas. Dogs and cats are strictly not allowed in open areas, reserve areas, on trails, reserve roads and similar areas even if under restraint and supervision.
- 14.5 Pets may not be allowed to cause a nuisance, disturbance or annoyance to others through barking, howling, caterwauling, etc. and no pet may be left

alone in or on a residence for periods for more than a few hours. Pets may not be left overnight unattended in a residence and in such circumstances owners must make suitable arrangements for the pets to be taken care of on the estate or alternatively pets must be taken to a kennel off the estate.

- 14.6 All dogs must at all times wear a collar with a name tag bearing the owner's name, erf number and telephone number.
- 14.7 If animals are brought onto or found on the estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the Association shall be entitled (without limiting the generality of any rights which the Association may have) to:
 - 14.7.1 in cases where the owner of the pet cannot be identified or contacted within a few hours, remove such animal forthwith. The costs of and incidental to such removal shall be borne by the owner.
 - 14.7.2 in cases where the owner can be identified, give such owner two days notice in writing to remove the animal from the estate and if the owner fails to comply with such notice, to remove the animal from the estate and claim the costs of and incidental to the removal from the owner.
- 14.8 Owners shall be liable for any damage caused to the common property by their pets.
- 14.9 Fouling by pets of common property or property of other owners must be removed immediately by the owner of the pet.
- 14.10 All dogs must have annual parasite treatments and must be given the required inoculation as prescribed by the Trustees. Proof of such treatments and inoculations must be given to the Trustees if required by them.
- 14.11 The trustees may impose such fines as they see fit if any dog is found outside of its owner's property without a collar and a name-tag.
- 14.12 Only the first registered owners of residential erven may have two cats and the following rules shall apply in respect of such cats:
 - 14.12.1 The cats must be sterilized prior to being brought onto the development and owners must provide the HOA and/or the Estate Manager with proof of sterilisation from a registered animal clinic.
 - 14.12.2 Cats must have annual parasite treatments and be given the required inoculations as prescribed by the Trustees. Proof of such treatments and inoculations must be given to the Trustees if required by them.
 - 14.12.3 All cats are to be fitted with a collar and bell to the satisfaction of the HOA and such collars must also carry the owner's details and erf number.

- 14.12.4 Home owners with cats must have cat proof mesh fitted (or similar approved methods) to their windows.
- 14.12.5 When the cats referred to in this clause die the owners may not replace them and shall have no further right to keep any other cats on the property.
- 14.12.6 If pets are found roaming or cause damage to wildlife the Trustees shall be entitled to impose appropriate fines and/or require the owners to remove the offending pets from the estate. Owners of pets shall be responsible for any damage caused by their pets. The cost applied to such damage shall be the higher of cost or replacement value.

15. LETTING OF RESIDENCES AND RESALE

- 15.1 No residence may be let/rented to any person without the prior written consent of the Trustee having been obtained, which consent shall not be unreasonably withheld.
- 15.2 Lessees must be of suitable standing befitting the estate and the names of the proposed lessee/s and such other information as may be required by the Association must be submitted to the Trustees by the owner together with the request for permission to lease.
- 15.3 All lease agreements must be in writing and a copy of these rules must be attached to the lease agreement. The lease agreement must contain a clause in terms of which the tenant acknowledges and agrees that the rules are binding upon him and enforceable against him by the Association. Any contravention of the rules by any lessee shall be deemed to be a contravention by the owner.
- 15.4 No residence may be let for a period of shorter than six months without the written consent of the trustees.
- 15.5 After the development period erven may be resold by owners only through the agency of estate agents approved by the Association, which agents shall be required to abide by such rules and directives relating to advertising, access to the estate, the holding of show houses and the like as the Association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate. Erven may also be resold by owners through the Association's approved agent.

16. OCCUPANCY

To maintain the low density residential nature of the estate an owner shall ensure that his residence is not occupied by more occupants than would ordinarily be regarded as an acceptable number of occupants for his residence having regard to the size of the residence, the number of bedrooms and the nature of the estate itself.

17. LEVY PAYMENTS

- 17.1 The assessment and payment of levies and the owner's obligations in regard thereto are comprehensively dealt with in the Constitution.
- 17.2 In addition to the provisions relating to levies contained in the Constitution the provisions set out hereunder shall also apply in respect of levies.
- 17.3 The following will for all intents and purposes be deemed to be a levy due by a member to the Association payable on the specified date, or on demand:
- 17.3.1 A monthly, annual or additional levy approved at an annual general meeting or special general meeting, or otherwise as determined by the trustees from time to time;
- 17.3.2 An amount, whether it constitutes an expense of the Association or not, for which a member is liable in terms of the Constitution, these rules, any other rules, regulation or ruling issued by the Trustees including but not limited to expenditure relating to:
- 17.3.2.1 the clearing or cleaning of an erf belonging to a member and the removal of refuse, whether in terms of a general or specific ruling by the Trustees, or due to the failure by the member to clear and/or clean and/or develop an erf belonging to him as prescribed by the EMP;
- 17.3.2.2 the removal of and care for a domestic animal brought onto or found on the Estate in contravention of the Constitution or these rules;
- 17.3.2.3 the repair or making good of damage caused by a domestic animal belonging to a member;
- 17.3.2.4 removing, towing away and/or storing a vehicle belonging to a member and/or his or her family, guests, employees and invitees found or used on the Estate in contravention of these rules;
- 17.3.2.5 rectifying, correcting or rehabilitating any damage or situation caused by a member and/or his family, guests, employees and invitees to any person, property or the environment on or about the Estate;
- 17.3.2.6 fines imposed by the Trustees on a member for any breach of the Constitution, these rules, or any other rules issued by the Trustees;

17.3.2.7 necessary, beneficial and/or luxurious improvements and/or maintenance of any erf and/or any dwelling house and/or structures erected and/or property placed thereon effected by the Association where a member does not effect such improvement and/or maintenance himself.

17.4 An amount due to the Association as a levy in terms of this rule will include all costs, expenses, charges and disbursements incurred by the Association in any action and/or proceedings taken and/or instituted to determine, obtain and/or enforce the levy as well as costs as between attorney and own client incurred in any legal proceedings relating to the enforcement of this rule.

17.5 An amount due to the Association as a levy in terms of this rule that is not paid within a period of thirty days of becoming due or being demanded will bear such interest as provided for in the Constitution and will form part of the levy amount to which it relates, if so determined by the Trustees.

17.6 Any invoice, certificate or other document issued by or on behalf of the Association stating that an amount is due by a member to the Association will serve as sufficient proof of such amount being due as well as the date on which it became payable.

17.7 No letter of consent will be issued by the Trustees for the transfer of any right, title or interest in an erf unless all amounts due as a levy in terms of these rules have been paid or secured to the satisfaction of the Trustees.

18. DAMS AND STREAMS

18.1 No person shall launch any boat or craft of any description on any dam at the Estate.

18.2 No water sport (including but not limited to scuba diving, spear fishing, windsurfing and the like) is permitted on or in any dam at the Estate and no person shall enter any dam within the Estate without prior written consent of the Association.

18.3 No domestic animal shall be allowed to enter any dam.

18.4 No persons shall pollute or permit the pollution of any dam and/or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be unsightly.

18.5 Notwithstanding the provisions above, fishing may be permitted by the Trustees on such terms and conditions as it may in writing direct.

18.6 No person is permitted to draw water from any water body without the necessary permit.

18.7 The above conditions may be overruled by the Benefits Agreement with regards to the main lake.

19. SYNDICATION OWNERSHIP

Syndication ownership of an erf forming part of the Estate is limited to 6 (six) natural persons, irrespective of whether the natural persons –

19.1 are registered co-owners of the erf; or

19.2 hold an interest in any legal entity which is a registered owner of the erf.

20. COMMERCIAL ACTIVITIES

20.1 A homeowner may not carry out any commercial activity on the Estate, unless prior approval by the Trustees.

20.2 No advertising boards or signs, including business signage of any nature, may be displayed on or about the Estate.

20.3 No door to door canvassing and/or selling is permitted.

21. BUILDING REQUIREMENTS AND CONSTRUCTION

21.1 All improvements to and erections on any erf shall be effected strictly in accordance with the provisions of the Architectural Guidelines, the Builders Code of Conduct and the Constitution.

21.2 Members shall be obliged to have completed the erection of their dwelling on their erf as follows:

For all residential villages, within three years from the date on which the erf is transferred into the name of the first owner of the erf.

Failure to adhere to the allotted build periods will require the registered owner of the erf to pay an increased monthly levy, over and above the standard levy, until such time that the building is adequately completed and signed off by the Royalston Design Committee. The cost of this penalty levy will be as determined by the Trustees and will be final and binding.

21.3 Should the periods contained in clause 21.2 above conflict with the provisions of the Architectural Guidelines or the Builders Code of Conduct, then in such event the periods contained in the Architectural Guidelines and/or Builders Code of Conduct shall prevail.

- 21.4 Where a Member is in breach of the build period in 21.2 and has subsequently sold and transferred the property to a new owner, the Trustees may in their discretion reinstate a shorter build period for the new homeowner which does not attract the penalty in 21.2.
- 21.5 Once a site is handed over by the Royalston Design Committee for commencement of building the owner has 12 months to complete the construction of the dwelling. Completion is determined by the issuing of an occupancy certificate. Extensions beyond this period remain at the discretion of the Trustees.
- 21.6 During the construction period in 21.5, the construction site may not stand idle, being defined as no substantial progress for 1 month or more. Where a member is in breach of this provision, the Trustees may require the member to provide a written motivation providing valid and acceptable reasons for the site being idle.
- 21.7 If any members is in breach of the building rules in 21.2, 21.5, 21.6, that member may be charged a maximum penalty of 5 times the monthly levy, as to be determined by the Trustees. This maximum penalty applies to the above breaches both severally and collectively.

22. ELECTRICITY SUPPLY

- 22.1 The Association does not guarantee the supply of electricity.
- 22.2 In the event of the Association taking over the electricity supply, the following shall apply:

The Association shall take all reasonable precautions to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity, but does not guarantee that the same will always be maintained and shall not be liable for damages, expenses or costs caused to members, the tenants or guests for any interruption in supply, variation of voltage, variation of frequency, or failure to supply a balanced three phase current or failure to supply electricity.

- 22.3 In no case shall the Association be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lock out be on or outside the Estate. The Association shall further not be liable for any failure, variation or interruption of supply to members due to any failure, variation or interruption of the supply to it from Eskom.

- 22.4 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 22.5 The Association does not undertake to attend to failure of supply due to a fault in the electrical installation. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in connection therewith, the Association shall have the right to charge the member the fee as prescribed by them for each restoration of supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty reparation as aforesaid.
- 22.6 No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or main supply.
- 22.7 No person, other than a person specifically authorised thereby by the Association or Estate Manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 22.8 The Association shall further not be held liable for any fluctuations in voltage caused by variation in municipal supply over which it has no control.
- 22.9 The members shall pay for the usage of electricity monthly. Electrical meters will therefore be installed in each residential home and the usage shall be determined by Eskom and charged via the Association. Procedures, cost and all other aspects relating to the electrical system utilised on the Estate shall be determined from time to time by the Trustees and communicated to members by the Estate Manager.

23. CLEAREDGE SEWER TREATMENT PLANT

- 23.1 The Royalston Private Estate Conditions of Development and the Environmental Impact Report prescribe the Clearedge or similar approved sewage system on the Estate.
- 23.2 The full guidelines for the do's and don'ts of the system can be found at www.royalston.co.za. However the most important rules are as follows:

DO NOT PUT THE FOLLOWING DOWN THE DRAIN OR TOILET:

- Large quantities of chemicals (this includes household products like "Jik")
- Large quantities of drain cleaning fluids
- Fats and oils
- Plastic or inorganic products.

24. FINES AND PENALTIES

- 24.1 In the event of annoyance, aggravation or complaints occurring between members, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If the problem cannot be resolved, the matter should be brought in writing to the attention of the Trustees for an interpretation of the rules.
- 24.2 The Trustees shall investigate (in such manner as it may deem fit) written complaints received from members relating to the behaviour and/or conduct of other residents or persons on or about the Estate and shall take such steps with regards thereto as it may deem fit.
- 24.3 The Trustees shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.
- 24.4 Any decision of the Trustees will be final and binding.
- 24.5 If any person contravenes or fails to comply with any of these rules or any conditions imposed by or directive given by the Association in terms of these rules, the Trustees shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines on the persons concerned. If the person concerned is a guest, tenant or other invitee of the member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the Association forthwith on demand.
- 24.6 The provisions of this rule are without prejudice to any other rights that the Association may have in terms of the Constitution or at law.

25. NOTIFICATION

The official address of the Association that will serve as its domicilium citandi et executandi will be:

Physical address: The Royalston Administration offices situated on the Estate or such other address as the Association may advise members of from time to time.

For official purposes the domicilium citandi et executandi address of a member will be the erf registered in the name of the member and/or any other address given to the Association by the member.

26. GENERAL RULES

- 26.1 Drying of washing
No washing of any nature may be hung or placed to dry except in areas especially designated for that purpose. All washing lines or similar devices must be placed below the level of the garden/yard walls in order that they are not readily visible from the road and/or other erven.
- 26.2 Camping
Camping is not permitted anywhere within the estate unless the Association designates specific areas for this purpose.
- 26.3 Picnicking
Picnicking is not permitted on any common property other than in specifically designated areas.
- 26.4 Slaughtering
No animal may be slaughtered within the estate.
- 26.5 Curing of meat
No meat, skin, fish or carcass may be hung up to dry or cure within the estate.
- 26.6 Satellite dishes
Written consent for the installation and positioning of satellite dishes must be obtained from the Association, or otherwise from the Royalston Design Committee, where the Association in mutual agreement with the independent Royalston Design Committee, transfer this responsibility to the Royalston Design Committee.
- 26.7 Shade-cloth
The use of any kind of shade-cloth if visible to the public or neighbours on the Estate is prohibited, other than on building sites.
- 26.8 Publicity material
No private, religious or commercial advertising notices or brochures and the like are permitted to be distributed in the estate.
- 26.9 Jumble sales and garage sales
No jumble sales or garage sales and the like may be held on the estate.
- 26.10 Fires and hazardous substances
- 26.10.1 No fires may be lit on or about common property except in places which may be specifically designated by the Association for that purpose. Fires may not be lit on residential erven other than in properly constructed braai or fire places.
- 26.10.2 No person shall bring or permit any person to bring any substance onto the Estate or permit the storage of any substance on the Estate which may constitute a fire hazard or a threat to the health

of any of the residents or any person or which may result in the contamination of the Estate.

26.11 A member shall repair and maintain his property and keep it in a clean, neat and sound condition. If a member fails to repair and maintain his property, and the failure persists for 30 (thirty) days after written notice to repair or maintain the property is given by the Trustees, the association as represented by the Trustees shall be entitled to remedy the member's failure and recover the cost of doing so from such member.

27. ENFORCEMENT OF THE RULES

The Association may take all such steps as may be reasonably necessary to ensure compliance with the rules and may furthermore prescribe procedures pertaining to the enforcement of the rules and fines and penalties may be imposed upon owners and/or their visitors and/or tenants in the event of a contravention of the rules.