

ANNEXURE B
CONDUCT RULES OF
THE MAREMMANA HOME OWNERS' ASSOCIATION

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1. INTRODUCTION

The Maremmana development has been designed to provide a gracious, secure and high quality country lifestyle for all its members and residents, ensuring that the environment is protected from degradation and that flora and fauna species are conserved. Happy and harmonious community living is achieved when members and residents enjoy their property and the common areas in a co-operative, considerate and responsible manner, allowing other residents to likewise enjoy their property and the common areas. To protect and enhance this lifestyle, Conduct Rules have been established in terms of clause 14 of the Constitution of the Maremmana Home Owners Association.

2. BINDING NATURE

- 2.1 These rules and the duties of a member in relation to the use and occupation of his property and the common areas shall be binding on all members and residents. It shall be the duty of a member to ensure compliance with these rules by the members of his household, and by his visitors, guests and employees and by the lessee or occupant of his property and the members of their household, and their visitors, guests and employees.
- 2.2 If any person referred to in rule 2.1 above causes damage to the common areas, the member concerned shall be liable to the Association for the damages caused.
- 2.3 The members may amend these rules from time to time by special resolution in accordance with the provisions of the Constitution.
- 2.4 In all instances where these rules provide for consent by the trustee committee for any act, such consent may be summarily withdrawn if any condition imposed therewith is not complied with.
- 2.5 In the event of annoyances or complaints, the parties involved should attempt to settle the issues between themselves, exercising tolerance and consideration. Where matters cannot be resolved it should be brought to the attention of the trustee committee.

3. INTERPRETATION

- 3.1 In the interpretation of these rules, unless the context otherwise indicates:
 - 3.1.1 “**employee**” shall mean the employee, worker, contractor or domestic worker engaged by a member or resident;
 - 3.1.2 “**property**” shall mean the portion and the exclusive use area of the member as defined in the Constitution, including the dwelling, buildings and improvements as constructed on the portion;
 - 3.1.3 “**these rules**” shall mean the Conduct Rules;

- 3.1.4 words and expressions used herein and in the Constitution of the Maremmana Home Owners Association shall have the meaning assigned to it in the Constitution; and
- 3.1.5 words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate, and vice versa.
- 3.2 The rule headings are for convenient reference and shall be disregarded in construing these rules.
- 3.3 A notice in terms of these rules shall be in writing and shall be given by the trustee committee to the member or resident (where applicable), either personally or by post in a prepaid registered letter properly addressed to the member at his *domicilium citandi et executandi* or to the resident (where applicable) at the street address of his property. Any notice by post shall be deemed to have been given at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter, containing the notice, was properly addressed and posted. Notwithstanding the aforementioned, it shall be competent to give any notice to a member or resident (where applicable) by e-mail or telefax where the member or resident (where applicable) has advised the trustee committee in writing of his e-mail address or telefax number. Notice shall be deemed to have been properly given on the date of disposal thereof to the elected e-mail address or telefax number of the member or resident (where applicable).
- 3.4 When any number of days is prescribed in these rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

4. SALE OF A PORTION

- 4.1 A member who wishes to sell or alienate his portion shall apply for the written consent of the Association.
- 4.2 The member shall ensure that his sale agreement includes provisions in terms of which:
- 4.2.1 The purchaser agrees to become a member of the Association upon registration of transfer of the portion into the purchaser's name;
- 4.2.2 The purchaser agrees to be bound by the provisions of the Constitution, the Conduct Rules, the Architectural & Urban Design Controls and the Building Contractor's Code of Conduct Agreement (if applicable); and
- 4.2.3 The alienation and transfer of the portion without the written consent of the Association is prohibited.

4.3 The trustee committee may from time to time prescribe further clauses, which a member shall be obliged to include in his sale agreement.

4.4 The member shall furnish the purchaser of his portion with copies of the Constitution, the Conduct Rules, the Architectural & Urban Design Controls and the Building Contractor's Code of Conduct Agreement.

5. USE AND OCCUPANCY OF DWELLINGS

5.1 The use of a dwelling shall be governed by the local council town planning scheme and the scheme regulations in force from time to time.

5.2 Dwellings may only be used for residential purposes and no person may conduct a business, including a guesthouse, bed-and breakfast establishment or any other form of accommodation facility or practice a trade from his dwelling.

5.3 No member shall permit the number of residents who reside in his dwelling to exceed two (2) persons per bedroom of the dwelling.

5.4 All lessees of dwellings and other persons granted rights of occupancy by a member shall be obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.

5.5 The trustee committee may from time to time prescribe further clauses, which a member shall be obliged to include in his lease agreement.

5.6 Within fourteen (14) days after concluding a lease agreement or occupancy arrangement in respect of his property, the member shall furnish the trustee committee with the full names and surnames of the lessees or occupants of his dwelling, their contact details, and such further particulars as the trustee committee may prescribe from time to time.

5.7 The member shall furnish the lessee or occupant of his dwelling with a copy of the Conduct Rules.

6. ACCREDITED AGENTS

6.1 A member shall manage the sale or lease of his property personally, or may appoint an accredited agent of the Association to do so.

6.2 In order for an agent to be approved by the trustee committee as an accredited agent of the Association, the agent shall apply to the trustee committee in writing and shall comply with the reasonable conditions prescribed from time to time by the trustee committee. If the agent complies with the conditions prescribed by the trustee committee, the trustee committee shall furnish him with written

approval of his accreditation. The accreditation shall be subject to such time limit and reasonable conditions as the trustee committee may prescribe from time to time.

6.3 Accredited agents may only operate in the development on a 'by appointment' basis, and must personally accompany a prospective buyer or lessee to the property.

6.4 The accredited agent shall comply with the provisions of these rules and any further conditions imposed from time to time by the trustee committee.

7. ATTACHMENTS TO DWELLINGS AND OTHER STRUCTURES AND AESTHETICS

7.1 No member may place any attachment to his dwelling, including but not limited to a satellite dish, air conditioning unit or awning, without the written approval of the trustee committee. Members shall submit their requests to the trustee committee in writing. The trustee committee may require a description, drawing and/or plan as may be necessary to fully define the requests. The trustee committee may attach reasonable conditions to their approval.

7.2 No member may place any structure, including fencing on his portion, without the written approval of the trustee committee. Members shall submit their requests to the trustee committee in writing. The trustee committee may require a description, drawing and/or plan as may be necessary to fully define the requests. The intended structures, including children's play houses or jungle gyms in gardens must be in line with the style and amenity of the development. The trustee committee may attach reasonable conditions to their approval.

7.3 Notwithstanding rule 7.2 above,

7.3.1 the erection of gazebos, free standing garden- or tool sheds and wendy houses are strictly prohibited;

7.3.2 no flags, flagpoles or amateur radio masts may be erected on any portion; and

7.3.3 the use of any kind of shade netting, other than on building sites is prohibited.

7.4 A member may install low wattage exterior and landscape lighting, provided he obtains the consent of the trustee committee in writing. All other exterior lights should be switched off during the night.

7.5 A member or resident shall not place or do anything to his dwelling or on his portion or exclusive use area, which in the discretion of the trustee committee is aesthetically displeasing or undesirable. In particular, veranda or garden furniture or any other external paraphernalia, decorations, decorative lights, drapes, bunting, umbrellas, which in the opinion of the trustee committee are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the development, may not be displayed to view in any part of the development.

7.6 A member may not pave any part of his portion, without the written approval of the trustee committee, and subject to the conditions imposed by the trustee committee.

7.7 If a member or resident contravenes the provisions of this rule, the trustee committee may request the member or resident to remove the attachment, structure or item. Should the member or resident fail to remove the attachment, structure or item and such failure persists for a period of thirty (30) days after written notice to remove given by the trustee committee, the trustee committee may effect the removal at the risk and expense of the member or resident.

8. SIGNS, NOTICES, BILLBOARDS

8.1 Members or residents may not place any sign, notice, billboard or advertisement of whatsoever kind on any part of their property, so that it is visible from outside the boundary of the property, without the consent in writing of the trustee committee. Application for consent to display together with the reasons for wanting to do so must be directed to the trustee committee in writing

8.2 The trustee committee may remove any unauthorised signs, notices, billboards or advertisements at the risk and cost of the member or resident concerned.

9. LAUNDRY

9.1 Washing of garments, household linen or general washing of any nature may only be performed inside a dwelling. No washing may be done in any dam, pool or river.

9.2 Washing lines should be obscured from view of other residents and washed items may only be hung out to dry within a screened drying yard or designated drying area.

10. STORAGE OF INFLAMMABLE OR HARMFUL SUBSTANCES

No member or resident may keep any inflammable, hazardous, dangerous or harmful substance or a substance, which contravenes the Environmental Management Plan or environmental impact assessment in in his dwelling or on his portion, provided that certain products or substances, such as lawnmower petrol mixtures, paint cleaning, solvents, fertilizers as reasonably required for domestic use may be kept in small quantities, not exceeding 10 litres.

11. KEEPING AND CONTROLLING PETS

11.1 Members and residents may not keep any poisonous, exotic or other undomesticated or wild pets, poultry, pigeons, aviaries or livestock on their property.

11.2 Members or residents are entitled to keep certain domestic animals (pets) on their property, provided that the following provisions are adhered to:

- 11.2.1 Municipal or local authority bylaws relating to pets must be complied with.
- 11.2.2 Not more than four (4) pets may be kept on any one property.
- 11.2.3 A maximum of two (2) dogs and /or two (2) cats may be kept on a property, provided that:
 - 11.2.3.1 Each pet has been spayed or neutered and inoculated. Breeding of any domestic pets on the development shall not be allowed.
 - 11.2.3.2 Each pet is fitted with a collar that indicates the pet's name, its owner's name and telephone number.
 - 11.2.3.3 Pets should be kept in an adequately contained area within the member's property and are only allowed on the common areas if kept on a leash, under control of a responsible person.
 - 11.2.3.4 Pets may never run loose and roaming pets will be removed immediately and handed over to the SPCA or local pound at the risk and expense of the member or resident concerned.
 - 11.2.3.5 Pets should never be neglected and left to fend for themselves. Pets may not be left alone on a portion for an extended period of more than 24 hours, without being attended to. Where members or residents expect to be away for more than 24 hours, suitable arrangements in engaging a friend or house sitter must be made or the pets must be taken to a kennel.
 - 11.2.3.6 Defecation by pets on common areas or on the property of other residents must immediately be removed and suitably be discarded by the responsible resident. Residents should also regularly attend to the removal of any defecation by their own pets on their properties.
 - 11.2.3.7 Pets may not be allowed to cause a nuisance, disturbance or annoyance through continuous barking, yelping, squawking etc. Should any domestic animal cause a continual nuisance to any resident, the trustee committee may call on the resident to remove the animal. If the resident fails to do so, the trustee committee may proceed with proceedings to procure its removal from the development at the risk and expense of the resident concerned.
 - 11.2.3.8 Residents shall be responsible for any damage or injury to property, persons or other animals caused by their pets.
- 11.3 All pets must be registered with the trustee committee or managing agent, within 24 (twenty four) hours of being brought onto the development. Should the type of pet not be allowed or exceed the number of pets allowed in respect of the property, the pet will not be registered and the member or resident will be required to remove the pet from the development.

- 11.4 Visitors or guests of members or residents are not allowed to introduce any domestic animal onto the development. The trustee committee may request immediate removal of such pets, if this should occur.

12. REFUSE REMOVAL

- 12.1 Each member and resident shall keep a refuse container in a suitable screened off area on his property and shall maintain his refuse container in a dry condition.
- 12.2 Household refuse must first be deposited into suitable strong refuse bags before being placed into the refuse containers. Members and residents shall only deposit household refuse into their refuse containers. No garden refuse may be deposited into refuse containers, but members and residents shall be responsible for the removal of their garden refuse.
- 12.3 For the purpose of refuse collection, a member or resident shall place his refuse container on the sidewalk outside his dwelling on the days prescribed by the trustee committee and not on any other day. Residents must remove their refuse containers as soon as possible after collection of refuse has taken place.
- 12.4 Residents must comply with the conditions prescribed from time to time by the trustee committee relating to the removal of refuse.
- 12.5 Residents shall not deposit, throw or permit or allow to be deposited or thrown on common areas, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

13. NOISE AND NUISANCE

- 13.1 Each member and resident shall not do or suffer to be done anything on his property or on the common areas, which in the opinion of the trustee committee, is noisome, unsightly, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any member or resident in the development.
- 13.2 Generally the volume of music or electronic instruments should be tuned to a level, which cannot be heard in adjacent dwellings. Particularly between the hours of 24h00 and 09h00 quietness should be maintained in the development.
- 13.3 Residents must address complaints of disturbances to the person causing such disturbance or to the South African Police Services. Any noise at a decibel level above 6,5 is considered a disturbance.
- 13.4 Members and residents may only maintain an internal combustion engine, vehicle, and craft or implement on his property, if it is not visible from any street and no disturbance or intrusion may be caused to another resident.

- 13.5 Power saws, lawnmowers, bush cutters, weed eaters, electric tools and the like, may only be used between the hours of 08h00 to 18h00 on Mondays to Fridays and between the hours of 08h00 and 13h00 on Saturdays and Public Holidays, but not at all on Sundays.

14. COMMON AREAS AND FACILITIES

- 14.1 Members and residents shall use and enjoy the common areas and facilities, including the trout dam in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other residents.
- 14.2 When using the common areas and facilities, members and residents shall comply with the following provisions:
- 14.2.1 They shall respect the privacy of residents whose properties front onto the common areas and facilities.
- 14.2.2 Noise must be kept to a minimum so as not to disturb residents or waterfowl.
- 14.2.3 No water sport or watercraft is allowed on the dams, but swimming is allowed subject to the reasonable conditions imposed by the trustee committee.
- 14.2.4 Pets are not allowed to enter water features.
- 14.2.5 Fly-fishing is permitted in the main dam. No nets of any description or sea rods may be used. No feed may be introduced into the water to entice fish to an area. Only artificial flies are permitted. Only one rod per person is allowed. All fish must be returned to the water immediately after being caught
- 14.2.6 Lighting of fires or braaiing on common areas is strictly prohibited.
- 14.2.7 Disturbing, collecting or destroying plant material is prohibited unless authorised by the trustee committee.
- 14.2.8 Disturbing, harming, destroying any wild animal, bird or reptile is strictly prohibited.
- 14.2.9 Littering or discarding of any item whatsoever on common areas should only occur within the receptacles provided.

15. ROADS

- 15.1 Members and residents must exercise proper care and keep proper look out when using the roads in the development, observing the speed limit of 30 kilometres per hour.
- 15.2 Only persons with valid drivers licences and in vehicles licensed for road use may operate on the roads in the development.

- 15.3 Vehicles may only be driven on roads and no off road driving is allowed in respect of any vehicle whatsoever. No quod or off-road motorcycles are allowed on any road.
- 15.4 No vehicle may be parked on the common areas, except in the designated parking areas, subject to the conditions imposed from time to time by the trustee committee.
- 15.5 Operating any vehicle on any road in the development in a dangerous manner or whilst under the influence of substance that impedes ability or in a manner which causes a nuisance is prohibited. Particularly no loud music may emanate from any vehicle and the excessive hooting and revving of vehicles must be avoided.
- 15.6 No helicopters or any means of aerial conveyance may be landed at any place in the development, without the consent of the trustee committee.

16. SECURITY MEASURES

- 16.1 Every member and resident shall comply with the security measures implemented from time to time by the trustee committee.
- 16.2 Every member and resident shall ensure that the members of their household, their visitors, guests and employees comply with the security measures implemented from time to time by the trustee committee.
- 16.3 All members and residents shall register with the trustee committee or managing agent and complete the required application forms and pay the requisite fee to obtain access devices to the development.
- 16.4 The employees of members or residents may on application of the member or resident concerned be issued with access permits to the development at a fee and subject to such conditions as the trustee committee may prescribe from time to time.
- 16.5 All persons who are not in possession of an access device will be required to sign the access control register to enter the development.
- 16.6 Each member shall install a security system in his dwelling as prescribed by the trustee committee, which system must be linked to the system of the security company.

17. RISK

Members and residents present on the common areas or using any of the services, land or facilities of the Association do so entirely at their own risk. Every member and resident hereby waives any right he may obtain against the Association to claim any damage incurred by virtue of damage to or loss of property or personal injury occasioned whilst present in the development. Every member and resident indemnifies the Association against any such claim made by the members of his household, his guests, visitors or employees.

18. IMPOSITION OF PENALTIES

- 18.1 If the conduct of a member or resident or a member of his household, or a visitor, guest or employee of a member or resident constitutes a nuisance in the opinion of the trustee committee or if any such person contravenes a Conduct Rule, the trustee committee may furnish the member and resident (where applicable) with a written notice. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the relevant Conduct Rule that has allegedly been contravened must be clearly indicated and the offender must be warned that if he persists in such conduct or contravention, a fine will be imposed on the member.
- 18.2 If the offender nevertheless persists in the particular conduct or in the contravention of the particular Conduct Rule, the trustee committee may by trustees' resolution impose an *initial* fine for the first offence and a *subsequent* fine for every similar offence thereafter on the member. The fine imposed by the trustee committee shall be due and payable on the passing of the trustees' resolution and the trustee committee shall inform the member and resident (where applicable) by written notice of the fine imposed.
- 18.3 The members shall from time to time by ordinary resolution in a general meeting of the Association determine the amounts of the *initial* and *subsequent* fines.
- 18.4 If the member and resident (where applicable) fails to pay the fine within fourteen (14) days after the written notice, the trustee committee may add the fine to the levy statement of the member and recover the fine as part of the levies payable by the member.
- 18.5 A member and resident (where applicable) may appeal against the fine imposed in terms of rule 18.2, provided that he will do so within fourteen (14) days after the written notice referred to in rule 18.2. A member and resident (where applicable) shall notify the trustee committee in writing of the appeal and the reasons for the appeal.
- 18.6 Upon receipt of the appeal from a member and resident (where applicable), the trustee committee may resolve to:
- 18.6.1 set the fine aside, in which event they shall inform the member and resident (where applicable) of their decision;
 - 18.6.2 convene a trustees' meeting to consider the appeal, in which event they will invite the member and resident (where applicable) to attend the trustee committee' meeting.
- 18.7 At the trustee committee' meeting the member and resident (where applicable) shall have the right to:
- 18.7.1 present his case;
 - 18.7.2 present any evidence, including the calling of witnesses to substantiate his case;
 - 18.7.3 cross-examine any witness called by the trustee committee;

18.7.4 peruse any relevant documents.

18.8 Upon conclusion of the proceedings referred to in rule 18.7 the trustee committee may resolve to:

18.8.1 endorse the fine, or

18.8.2 reduce the fine, or

18.8.3 accept the appeal and set the fine aside.

18.9 Any fine endorsed or reduced in terms of rule 18.8 may if it is not paid within fourteen (14) days after the trustees' meeting, the trustee committee may add the fine to the levy statement of the member and recover the fine as part of the levies payable by the member.

19. RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent the enforcement thereof by the trustee committee at any time.