
CONDUCT RULES

OF THE

ARENA NORTH PROPERTY OWNERS' ASSOCIATION

IN TERMS OF THE

MEMORANDUM OF INCORPORATION

IMPORTANT CONTACTS

SOUTH AFRICAN POLICE SERVICES – EMERGENCY

10111

SOUTH AFRICAN POLICE SERVICES – MILNERTON

021 528 3800

CRIME WATCH – PATROL VEHICLE

078 078 0 747

ARENA NORTH – ESTATE MANAGER

John White

084 670 6080

ARENA NORTH – MANAGING AGENTS (STEER & CO)

Colin Fisher (Portfolio Manager)

colin@steer.co.za

021 426 1026

Lesley Ferreira (Assistant Portfolio Manager)

lesley@steer.co.za

021 426 1026

ROYAL ASCOT MASTER PROPERTY OWNERS' ASSOCIATION (RAMPOA)

Zulfa Solomon (Portfolio Manager)

zulfa@rabie.co.za

021 550 7000

COMPLAINTS / APPLICATIONS FOR APPROVAL / OTHER MATTERS

All complaints, applications for approval, and other matters for the attention of the Directors must be submitted, in writing, to the Portfolio Manager (or their assistant) at the Managing Agent (Steer & Co). Telephonic complaints may not be dealt with unless followed up in writing within seven days.

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1. INTRODUCTION

- 1.0.1 The aim of these Conduct Rules is to assist both new & existing residents to appreciate and enjoy the lifestyle that the precinct offers and to encourage everyone to respect the interests and welfare of all who live here.
- 1.0.2 The Arena North Conduct Rules are for the protection and reinforcement of this lifestyle and your capital investment.

1.1 LEGAL STATUS

- 1.1.1 These rules have been established by the Directors in terms of the Memorandum of Incorporation of the Arena North Property Owners' Association NPC – a non-profit company in terms of the Companies Act of 2008.
- 1.1.2 All members of the Arena North Property Owners' Association ("ANPOA") are obliged to comply with these Arena North Conduct Rules. Every owner of an individual property or sectional title unit within the Arena North precinct is obliged to become a member immediately when transfer of ownership to them has legally come into effect.
- 1.1.3 The registered owner of an individual property or sectional title unit is responsible for ensuring that all members of his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, also comply with these Conduct Rules.
- 1.1.4 The Directors have the right, in terms of the Memorandum of Incorporation of the Arena North Property Owners' Association (NPC), in the event of a breach of a rule by an owner, his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the Directors in their sole discretion deem that no notice is warranted) to take such action against the defaulting owners as they deem fit on behalf of the ANPOA, including but not limited to:
 - 1.1.4.1 Remediating of the breach at the owner's cost, and/or
 - 1.1.4.2 Imposition of a fine as the Directors deem appropriate, and/or
 - 1.1.4.3 Legal action of a nature deemed appropriate in terms of the breach.

2. DEFINITIONS

- 2.1 Animals** = All animals, including but not limited to snakes, lizards, tortoises and other reptiles, rodents, spiders, insects, cats, dogs, birds, fish, and farm animals.
- 2.2 ANPOA** = Arena North Property Owners' Association
- 2.3 Apartment / Section / Unit / Sectional Title Unit** = An apartment / unit that forms part of the Equini Lifestyle Centre sectional title development, which is a part of ANPOA.
- 2.4 Arena North Property Owners' Association NPC** = The non-profit company legal form of the Arena North Property Owners' Association in terms of the new Companies Act of 2008, which owns and manages all the common property and other common assets of the Property Owners' Association, and to which every owner is required to be a member.
- 2.5 Body Corporate** = The Equini Lifestyle Centre sectional title development body corporate.
- 2.6 Common property** = Landscaping at entrance, security hut at entrance, roads, other common infrastructure, "green belt" area, pathways, open parking bays, refuse bin room, landscaping in front of Equini Lifestyle Centre entrance, boundary wall & electric fence, camera surveillance equipment, street lighting, etc.
- 2.7 Directors** = Directors of the Arena North Property Owners' Association NPC, or any other persons they have delegated general or specific authority to.
- 2.8 Dwelling** = House on an individual property or Equini Lifestyle Centre sectional title unit.
- 2.9 EMC** = Royal Ascot Environmental Management Committee
- 2.10 House / Individual Property** = A separate title house on an individual property/erf within the Arena North precinct.
- 2.11 Member** = Refers to being a member of the Arena North Property Owners' Association. All owners of individual properties, and Equini Lifestyle Centre sectional title units, are members.
- 2.12 Owner** = Legal owner of a separate title house on an individual property; legal owner of a sectional title unit, where applicable; and, the Equini Lifestyle Centre body corporate, where applicable.
- 2.13 Precinct** = The Arena North precinct, consisting of 80 separate title houses, the Equini Lifestyle Centre with 136 sectional title units (apartments), and surrounding common property within a secure gated community. The precinct lies within the Royal Ascot area of Milnerton, Cape Town.
- 2.14 Property Owners' Association** = The Arena North Property Owners' Association, a formal association of members who are owners of either houses or Equini Lifestyle Centre units,

which aims to promote, advance and protect the communal interests of all the owners, lessees, residents and visitors to the Arena North precinct; and to administer and control the Arena North precinct.

- 2.15** **RAMPOA** = Royal Ascot Master Property Owners' Association. All owners of property in Royal Ascot are members of RAMPOA.
- 2.16** **Resident** = A person, whether it is the owner or a tenant, or any other person permitted by the owner or tenant, who physically lives on an individual property or in a sectional title unit.
- 2.17** **Royal Ascot** = The relatively new section of Milnerton, Cape Town; largely built on the grounds of the old Milnerton Racecourse. The area is largely bordered by Milnerton Ridge to the North and North-East, Milnerton Proper and Racecourse Road to the South-East, and the Kenilworth Racing stables, the Royal Windsor development and Koeberg Road to the West and South-West.
- 2.18** **Tenant** = A person who has let/rented an individual property or sectional title unit from the owner
- 2.19** **Trustees** = Trustees of the Equini Lifestyle Centre Body Corporate.

3. CONTEXT

- 3.1 The Arena North precinct lies within the Royal Ascot area of Milnerton in Cape Town, South Africa.
- 3.2 The Arena North precinct consists of 80 separate title houses on individual properties, 136 sectional title units within the Equini Lifestyle Centre development, and common property owned by the Arena North Property Owners' Association NPC.
- 3.3 The Equini Lifestyle Centre is a sectional title development, under the Sectional Titles Act, and therefore has its own Body Corporate, with its own Trustees and Management/Conduct Rules.
- 3.4 However, since the Equini Lifestyle Centre lies within the Arena North precinct, and all owners of its sectional title units are also members of the Arena North Property Owners' Association, the Body Corporate and all Equini Lifestyle Centre owners are obliged to adhere not only to their own conduct rules, but also to the conduct rules of the Arena North Property Owners' Association.
- 3.5 Where there is a conflict between the Equini Lifestyle Centre body corporate conduct rules and the Arena North Property Owners' Association conduct rules, the Arena North Property Owners' Association conduct rules take precedence and need to be adhered to.
- 3.6 All members of the Arena North Property Owners' Association are also members of the Royal Ascot Master Property Owners' Association (RAMPOA); and therefore have to adhere to the RAMPOA rules as well.
- 3.7 If you are an owner of an individual property within the Arena North precinct, you in theory are paying a levy to the Arena North Property Owners' Association and RAMPOA; however practically the RAMPOA levy is incorporated into the Arena North Property Owners' Association levy (who then pays it over to RAMPOA). For the 2014/2015 financial year, the total ANPOA levy was R800 per house and R500 per Equini unit; and the RAMPOA levy included in this levy was R107.52 (VAT inclusive).
- 3.8 If you are an owner of a sectional title unit in the Equini Lifestyle Centre development within the Arena North precinct, you in theory are paying a levy to the Equini Lifestyle Centre Body Corporate, Arena North Property Owners' Association and RAMPOA; however practically the Arena North Property Owners' Association and RAMPOA levies are incorporated into the Equini Lifestyle Centre Body Corporate levy (who then pays it over to the Arena North Property Owners' Association, who in turn pays RAMPOA its levy).
- 3.9 Upon selling a sectional title unit or individual property levy clearance is required from all three bodies: namely the Equini Lifestyle Centre Body Corporate (if applicable), the Arena North Property Owners' Association, and the Royal Ascot Master Property Owners' Association.

4. LEVIES & LEVY ACCOUNTS

4.1 LEVIES DUE

4.1.1 Levies are due in advance, on the first calendar day of each and every month, and are payable within 5 calendar days of the first calendar day of the month.

4.1.2 Levy payments may not be withheld for any reason whatsoever.

4.2 FINES, LEGAL FEES, OTHER CHARGES

4.2.1 Fines, legal fees, and any other charges become due immediately when they are charged to the owners' levy account, and are payable within 5 calendar days of the first calendar day of the month following the month the charge was raised.

4.2.2 Payment of fines, legal fees and other charges may not be withheld for any reason whatsoever.

4.3 ARREAR LEVY ACCOUNTS

4.3.1 Arrear levy accounts refer to the full amount outstanding including (but not limited to) levies, legal fees, interest, fines, and other charges. The full amount outstanding, strictly speaking, becomes arrears on the sixth day of the month.

4.3.2 Interest, at a rate determined by the Members in General Meeting, will be charged on overdue levy accounts. Levy arrears do not fall within the National Credit Act (NCA), but the interest rate is normally in line with the NCA; currently 2% per month compounded.

4.3.3 Levy account payments may not be withheld for any reason whatsoever.

4.4 HANDING OVER OF ARREAR LEVY ACCOUNTS

4.4.1 Total levy accounts in arrears in excess of three times the monthly levy amount (including the current month's levy), at the date of the following monthly review by the Directors will be handed over to a firm of attorneys for collection.

4.5 LEVY ACCOUNT QUERIES

4.5.1 All levy account queries should be placed in writing to the managing agents appointed by the Property Owners' Association.

4.6 METHOD OF PAYMENT

4.6.1 Owners are urged to arrange a debit order with the managing agents, to ensure prompt and timely payment of levy accounts.

4.7 LEVY CLEARANCE

4.7.1 No change to property ownership can be undertaken until the owner selling their individual property or sectional title unit has obtained a levy clearance from the Equini Lifestyle Centre Body Corporate (if applicable), the Arena North Property Owners' Association, and the Royal Ascot Master Property Owners' Association.

5. SECURITY & ACCESS CONTROL

5.1 SECURITY-CONSCIOUS BEHAVIOUR

- 5.1.1 The right of admission to the premises is reserved.
- 5.1.2 Owners and residents must at all times ensure that the security and safety of all owners, residents and their property are preserved, and in particular must:
 - 5.1.2.1 Ensure that upon entering or leaving the premises all security doors and gates are properly closed;
 - 5.1.2.2 Ensure that such doors and gates are never opened for unknown or uninvited persons;
 - 5.1.2.3 Comply with any reasonable instruction from any security guard working for the security companies appointed by the Directors;
 - 5.1.2.4 Ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the security companies and/or the Directors from time to time.
- 5.1.3 All visitors or guests must sign in at security before entering the premises. All residents must be in possession, and use, a remote access control when entering the premises. Residents who have not yet obtained, or have lost, their remote access control must sign in as a visitor. All persons who have gained entry without compliance with the aforementioned shall be deemed to have entered the premises illegally.
- 5.1.4 Legitimate law enforcement, emergency services, and contracted security company staff may enter, where time is of the essence, without signing in at security at the entrance gate.
- 5.1.5 No firearms or pellet guns may be discharged, on owners' individual property or sectional title unit, or on the common property; except by authorised law enforcement officials and the duly authorised and licensed security companies contracted by individual owners or the Property Owners' Association.

5.2 RESIDENTS' RESPONSIBILITY TO SECURE THEMSELVES

- 5.2.1 Owners and residents are primarily responsible for their own safety and security, and the security of their individual property or sectional title unit.
- 5.2.2 Owners and residents must have security gates on all external doors of their individual property or sectional title unit. Please note that most insurance companies consider a door directly linking the inside of a house to its garage to be an external door.
- 5.2.3 Owners and residents must have burglar bars at least on all opening windows of their individual property or sectional title unit. At a minimum this applies to the ground floor

windows of a double-storey house; however it is recommended that this principle gets extended to all opening windows on the top floor that could possibly be accessed via a balcony or deck.

5.3 ACCESS CONTROL REMOTES

- 5.3.1 Under no circumstances are owners or residents of individual properties or sectional title units allowed to provide access control remotes to anyone who does not live in the precinct, e.g. au pairs, domestic workers, garden services, or building, service & maintenance contractors.
- 5.3.2 Residents need to register themselves with the managing agent, prior to obtaining access control remotes. Once registered, residents can contact the Estate Manager to arrange for their access control remotes to be programmed for the precinct's entrance gate.
- 5.3.3 Under no circumstances can residents attempt to programme their own access control remotes.
- 5.3.4 For residents without access control remotes to the premises, security will not allow such persons in after 48 hours of occupying the individual property or sectional title unit. All residents must therefore ensure that they have their access control remotes programmed and working within 48 hours of moving into their property. Security will not be intimidated by such people and will adhere to these rules strictly.
- 5.3.5 When a property is sold, the original owner (seller) may not retain any access control remotes programmed to allow them access to the Arena North precinct.

5.4 STREET LIGHTING

- 5.4.1 Street Lighting within the precinct has been strategically placed and should not be tampered with. Street lighting is an important contributor in enabling the maintenance of a safe and secure environment.
- 5.4.2 Owners and residents should assist in identifying street lights that are not working, by informing the Estate Manager or managing agent.

5.5 SECURITY CAMERAS

- 5.5.1 Security surveillance cameras have been strategically placed within the precinct and should not be tampered with.
- 5.5.2 The cameras draw power either from electrical points on the common property, or from the electricity boxes at individual properties; these electrical connections should not be tampered with. At the individual properties the electrical connection is from the electricity feed prior to it reaching the individual property's pre-paid meter; therefore individual owners are not paying for the electricity going to the security cameras.
- 5.5.3 Each security camera has its own pre-paid meter attached to the pole on which the camera is placed; this pre-paid meter should also not be tampered to.

- 5.5.4 All the cameras are monitored by the contracted security company on a 24-hour basis. The video signals are sent to the control room via wireless transmitters; these transmitters should also not be tampered with.
- 5.5.5 These security cameras provide an additional level of deterrent against criminal activity; together with an armed response capability to react to any potentially high risk situations. This additional security does however not absolve residents of putting security measures in place on their own individual properties or sectional title units.

5.6 ENTRANCE & EXIT GATES

- 5.6.1 Owners or residents are not allowed to tamper with the entrance and exit gates, or the gate motors. Gates and motors of the precinct are maintained by the Estate Manager and other contractors of the Property Owners' Association.
- 5.6.2 Owners and residents should be vigilant of any unauthorised persons/vehicles around the gates and ensure at all times the proper closure of gates after exit/entry.
- 5.6.3 The precinct gates at the North end of Arena North, leading out into Milnerton Drive (Milnerton Ridge), are for emergency purposes only; and therefore they are kept locked at all times. This is not a normal point of entry to or exit from the precinct.

5.7 ELECTRIFIED FENCE

- 5.7.1 The electric fence is installed above the perimeter wall, and surrounds the entire precinct. It is live at all times and monitored on a 24-hour basis. It has been installed to enhance the security of the precinct. Do not touch the wiring, as, although it is non-lethal, it will give a nasty shock, and may be a health hazard for some people. The Directors will not be held liable for any injury or death sustained to persons touching the electric fence.
- 5.7.2 Residents whose individual properties run along the perimeter wall have a responsibility to avoid damaging the electric fence in any way. The following, or similar acts, should be avoided at all costs:
- 5.7.2.1 Cutting the electric fence wires;
 - 5.7.2.2 Short-circuiting the electric fence in any way;
 - 5.7.2.3 Leaning any items against the electric fence; or
 - 5.7.2.4 Throwing any items against the electric fence.
- 5.7.3 Owners or residents that have trees and large plants growing along the perimeter wall must ensure that it is pruned so as not to touch the electric fence. Trees and plants touching the electric fence can cause short-circuits and trigger the fence alarm.
- 5.7.4 If requested by the Estate Manager, owners and residents of individual properties must allow the Estate Manager or their delegates access to the property's back garden to inspect potential damage, or risk of damage, to electric fencing.

5.8 SECURITY VEHICLE PATROLS

5.8.1 The Directors have contracted an armed-response security company to do vehicle patrols at irregular intervals during the day and night. All owners, residents, employees, and contractors are expected to comply with any reasonable instructions from these security officers, as it is for your own benefit.

5.9 ACCESS CONTROL INTERCOM SYSTEM

5.9.1 The Directors have installed an access control intercom system which is programmed to call nominated landline or cellular/mobile telephone numbers of residents. The security guards at the entrance gate will use this system to contact residents to obtain permission to allow visitors, employees, and contractors into the precinct. Security guards will not allow access to any visitor, employee or contractor without prior permission being given by the resident via the access control intercom system.

5.9.2 Owners are required to provide the selected telephone number of new residents to the Estate Manager so that he can programme this new telephone number into the access control intercom system.

5.9.3 Owners are also required to inform the Estate Manager when a particular telephone number is no longer valid or has changed; if this does not coincide with the timing of a new resident entering the precinct.

5.10 TENANTS

5.10.1 Each owner who wishes to rent out their individual property or sectional title unit shall ensure that:

5.10.1.1 They have their potential tenant screened for any criminal record/activity – relating to theft, burglary, armed robbery, vandalism, or any form of violence against, or injury (or threat of injury) towards, other persons – by a letting agent, or if no letting agent is employed then by a suitable service provider, prior to such tenant occupying the apartment;

5.10.1.2 Should the result be negative the owner may not rent their individual property or sectional title unit to such prospective tenant; but such owner shall have a right to appeal the letting agent or service provider's result to the Directors, whose decision shall be final and binding on the owner.

5.11 DOMESTIC WORKERS / GARDENERS / GARDEN SERVICES

5.11.1 Owners or residents must register their au pairs, domestic workers, handymen, gardeners, garden services, or other regularly contracted employees or service providers with the managing agents (either directly or via the Estate Manager) and a copy of the employee or service provider's ID lodged with them. This is a very important procedure, as often these sorts of employees and service providers need to be given access to the precinct when the owner or resident is not physically present at the residence or in the Arena North precinct.

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- 5.11.2 Owners or residents must take full responsibility for the actions and behaviours of their au pairs, domestic workers, handymen, gardeners, garden services, or other regularly contracted employees or service providers while they are within the Arena North precinct whether on the common property or the individual property or sectional title unit of the owner/resident.
- 5.11.3 For privately employed workers, the owner indemnifies the Property Owners' Association against any injury, loss or damage relating to the employee which may occur within the Arena North precinct.
- 5.11.4 Should the Directors in their sole discretion regard the proposed employee or service provider as a safety or security risk, based on clear evidence obtained, then it shall have the right to refuse to issue a clearance for the employee or service provider to enter or work within the precinct. Examples of matters that may give rise to this situation are, evidence of violence, evidence of theft, evidence of damage to property, and evidence of roaming in areas of the precinct where the person is not expected to be.

5.12 INSTALLATION, REPAIRS & MAINTENANCE CONTRACTORS

- 5.12.1 Installation, repairs & maintenance contractors or service providers that will be doing once-off jobs within the precinct on an individual property or sectional title unit may enter the Arena North precinct as a normal visitor; by being announced to the resident via the Mircom system and signing in.
- 5.12.2 Installation, repairs & maintenance contractors or service providers that will be doing once-off jobs, will only be allowed into the precinct if the owner or resident (or their representative) is physically present at their residence.
- 5.12.3 Owners or residents are solely responsible for the actions and behaviour of these contractors and service providers while they are within the Arena North precinct. Owners should at all times know where they are, and should not allow them to roam around in the precinct unaccompanied.
- 5.12.4 The Directors reserve the right to refuse entry to the precinct of any sort of installation, repairs & maintenance contractors or service providers that will be doing once-off jobs, if the Directors or Estate Manager in their sole discretion regard the proposed contractor or service provider as a safety or security risk, based on clear evidence obtained.

5.13 PERSONS NOT ALLOWED

- 5.13.1 The following (or similar) persons are not allowed in the precinct in these capacities, unless special permission is granted by the Directors: hawkers, beggars, vagrants, job seekers (without appointment), flyer distributors, cold-calling salesmen, City of Cape Town refuse collection employees, and persons previously banned from the precinct by the Directors.

6. LETTING & RE-SALES

6.1 LETTING OF INDIVIDUAL PROPERTIES OR SECTIONAL TITLE UNITS

- 6.1.1 All tenants of individual properties or sectional title units, and other persons granted rights of occupancy by the owner, are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. Where there are conflicts, the Property Owners' Association conduct rules will take precedence.
- 6.1.2 The Directors may impose rules regarding the operation of any short-term letting scheme and any other conditions, including the payment of any extra costs considered necessary to administer such a scheme. This is to ensure that tenants' staying in the precinct on short-term leases, adhere to the rules and regulations of the Property Owners' Association.
- 6.1.3 No letting periods less than six (6) continuous months shall be permitted, without the prior written consent of the Directors. The owner shall be obliged to notify the Directors (via the managing agent) of any short-term occupancy for security purposes, and the owner shall require the prior written consent of the Directors before allowing any such person occupancy in the precinct.
- 6.1.4 Within seven (7) days of concluding a lease agreement in respect of an individual property or sectional title unit, the owner shall provide to the Directors (via the managing agent) the following details:
- 6.1.4.1 The full names, postal address, and telephone number of the tenant and other residents of the individual property or sectional title unit;
 - 6.1.4.2 A copy of the main tenant's identity document;
 - 6.1.4.3 The start date and duration of the lease;
 - 6.1.4.4 The number of persons who will be occupying the unit;
 - 6.1.4.5 The vehicle registration numbers for all the tenant's vehicles;
 - 6.1.4.6 Confirmation that the tenants are in possession of an access remote to the precinct (the Estate Manager can be contacted to set a new access remote);
 - 6.1.4.7 Confirmation that a copy of the latest Property Owners' Association Conduct Rules (obtainable from the managing agent) has been provided to the tenant.
- 6.1.5 Without limiting the generality of the aforementioned, each owner who wishes to rent out their individual property or sectional title unit shall ensure that:
- 6.1.5.1 They have their potential tenant screened for any criminal record/activity – relating to theft, burglary, armed robbery, vandalism, or any form of violence

against, or injury (or threat of injury) towards, other persons – by a letting agent, or if no letting agent is employed then by a suitable service provider, prior to such tenant occupying the apartment;

- 6.1.5.2 Should the result be negative the owner may not rent their individual property or sectional title unit to such prospective tenant; but such owner shall have a right to appeal the letting agent or service provider's result to the Directors, whose decision shall be final and binding on the owner.
- 6.1.6 In the event of an owner using the services of a letting agent, the owner must provide the managing agent with the letting agent's details and must ensure that the letting agent is in possession of a copy of these conduct rules, and adheres strictly to the requirements set out in this section of the document.
- 6.1.7 Any lease agreement in respect of an owner's property must include an obligation for the tenant to observe the conduct rules of the Property Owners' Association.
- 6.1.8 Owners remain responsible for their tenants' conduct and behaviour.

6.2 RE-SALES OF INDIVIDUAL PROPERTIES OR SECTIONAL TITLE UNITS

- 6.2.1 Should an owner sell or rent out their individual property or sectional title unit, they must notify the Directors (via the managing agents) in writing within 30 days of the change of owner and the new owners' names and contact details (landline/mobile number, email address, postal address).
- 6.2.2 Any sales agreement must include an obligation for the purchaser to become a member of the Property Owners' Association upon transfer of the property in his name and to remain as a member for so long as he is the registered owner of the property.
- 6.2.3 In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns an individual property or sectional title unit is changed or transferred, the transferor must notify the Property Owners' Association forthwith of the change or transfer and with the full names and address of the new owner/s.

6.3 SHOW HOUSES; 'FOR SALE', 'ON SHOW', AND 'TO LET' SIGNS

- 6.3.1 Should an owner wish to sell their individual property or sectional title unit, and in the event of a show house being required, the following procedure needs to be strictly adhered to:
- 6.3.1.1 It will be the owner's, and their agent's, responsibility to inform the security guards at the front entrance of the house or unit number, date and time of the show house, prior to the show house beginning.
- 6.3.1.2 Show house attendees should be treated as every other visitor by the security guards. The owner / estate agent must be contacted via the Mircom system to

inform them of the show house visitor. Then the attendee must sign in, and will be directed to the show house.

- 6.3.1.3 Show house attendees should be asked to park in visitors' parking bays, and not in roads where they obstruct the flow of traffic.
- 6.3.1.4 Notwithstanding the above, the Directors may impose additional rules as they deem fit to regulate show houses to ensure that the security of the residents and harmony of the precinct are not compromised.
- 6.3.2 Any individual property or sectional title unit for sale may only have 'for sale' and 'on show' signs up on Show House days, i.e. Sundays; and must be removed before Monday morning 8am.
- 6.3.3 'To let' signs are not permitted to be displayed within the precinct.

7. ALTERATION & RENOVATION

7.1 DEFINITIONS

- 7.1.1 **Alterations** shall mean: Any work involving structural alterations or additions (including swimming pools and other structures separate from the main house) to an individual property or sectional title unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which affects the exterior appearance of an individual property or sectional title unit;
- 7.1.2 **Renovations** shall mean: Any internal redecoration, or refurbishment of the existing exterior, of an individual property or sectional title unit including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware, floor coverings, etc.
- 7.1.3 The Directors shall be the sole and final judge as to whether the work proposed constitutes "alterations" or "renovations" as referred to herein.

7.2 PROCEDURE FOR APPROVAL OF ALTERATIONS

- 7.2.1 Only the legal owner, or the authorised representative, may apply for approval for any alterations.
- 7.2.2 The owner may submit an initial application, submitted to the Directors via the managing agents, with broad detail and a sketch plan of the proposed alterations, for agreement in principle to be obtained.
- 7.2.3 After approval in principle by the Directors is obtained, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are produced.
- 7.2.4 A full application, submitted to the Directors via the managing agents, has to include the following information:
- 7.2.4.1 Exact details of the proposed alteration (e.g. position, dimensions, building materials, colour, impact on other individual properties or sectional title units, etc.);
 - 7.2.4.2 Professionally prepared plans (most often required by the local authority for structural changes) or sketch plans;
 - 7.2.4.3 Any pictures that could help the Directors visualise the proposed alteration (if available);
 - 7.2.4.4 Planned dates for the alteration work (bearing in mind the potentially lengthy Director and local authority approval processes);

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- 7.2.4.5 Written evidence of consent from immediate neighbours on all sides. In certain cases the Directors may approve alterations without consent if the alterations are believed not to materially affect the neighbour directly and/or the neighbour is believed to be withholding consent unreasonably; however in all cases the neighbours' opinions should be considered.
- 7.2.5 Directors must be afforded the time to consider the alterations individually, and if necessary together in their monthly meetings. Directors may need to ask clarifying questions, or request additional supporting information. Approval may be given with or without specific conditions; it is important that owners adhere to the conditions as remedial work can be costly.
- 7.2.6 If the Directors consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.
- 7.2.7 The Directors consider each alteration application on a case-by-case basis. Although similar previous alterations within the precinct are taken into consideration, unique circumstances relating to the current application may prevail in the Directors' decision.
- 7.2.8 Once approval has been obtained from the Directors, the approved application must be submitted to RAMPOA (through its managing agent – currently Rabie Property Administrators).
- 7.2.9 Once approval has been obtained from RAMPOA, and if required, plans must be submitted to the local authority for approval. Note: The Cape Town City Council will reject plans that do not bear the approval signatures/stamps of both the Property Owners' Association and RAMPOA.
- 7.2.10 A copy of the plans as approved by the local authority must be submitted to the Directors; or alternatively the Directors must be supplied with evidence satisfactory to them that local authority approval is not required.

7.3 PROCEDURE FOR APPROVAL OF RENOVATIONS

- 7.3.1 No approval is required for renovations of an internal redecoration nature, which is not visible from the outside of the house or unit.
- 7.3.2 Renovations such as the refurbishment of the existing exterior of an individual property or sectional title unit may require Directors' approval, if it potentially changes the architectural design or aesthetics of the Arena North precinct. Examples of refurbishments that require approval include: replacing old wooden balustrades with new ones made of different wood, replacing burglar bars with a different style/type, replacing wooden external doors with aluminium doors of a different design style
- 7.3.3 Only the legal owner, or their authorised representative, may apply for approval for any renovations.

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- 7.3.4 The owner should submit an application, submitted to the Directors via the managing agents, with sufficient detail of the proposed renovations, for confirmation that the work may proceed.
- 7.3.5 The owner should provide the Directors with the date of commencement of the work and the period for which it is likely to continue.

7.4 BUILDING DEPOSITS

- 7.4.1 A deposit of R5,000.00 (five thousand rand) (or such amount as may be determined by the Directors from time to time) shall be payable before any alteration work or specific renovation work (as per Directors) commences, from which the costs of rectifying any damage to common property (e.g. road covering, woodwork, paintwork, plumbing, etc.), and also any other charges accruing against the owner, may be deducted.
- 7.4.2 The aforementioned deposit will be paid into the owner's levy account with the managing agent.
- 7.4.3 Any charges, expenses or costs accruing against the owner arising from matters contained anywhere in the general conditions below, or specific conditions set by the Directors, are payable on demand and will be deducted from the deposit (where available). However, should the amount of the deposit prove insufficient to meet the whole of such costs, then such deficiency shall be payable on demand.
- 7.4.4 Satisfactory completion of alterations will be determined by the Estate Manager before returning the building deposit or remaining part thereof to the owner.

7.5 GENERAL CONDITIONS FOR ALTERATIONS OR RENOVATIONS WORK

- 7.5.1 No alterations or renovations can begin until the owner's levy account is current; i.e. there are no arrears on the levy account.
- 7.5.2 Persons wishing to undertake alterations and renovations to their individual property or sectional title unit must appreciate that their proposed activities may affect others within the precinct and it is most important firstly that any detrimental impact is kept to an absolute minimum and that, once the work has started, it is completed expeditiously within the work period applied for. It is the function of the managing agent and the Directors to ensure that all alterations and renovations undertaken are done with reasonable and diligent care and with due and proper consideration for the remaining owners and residents.
- 7.5.3 The Directors will supply information as to access by contractor's workmen and the maintenance of security within the precinct (which is of utmost importance). The owner will be held responsible for any losses experienced by the Property Owners' Association or any other owner if these security requirements are not adhered to.

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- 7.5.4 No work may be started until approval has been conveyed by the Directors, RAMPOA (if necessary) and the local authority (if necessary) in writing as above, and the building deposit mentioned above has been paid to the managing agent.
- 7.5.5 The owner accepts responsibility for any damage caused by them or their contractors to common property or to other individual properties or sectional title units; and indemnifies other owners against such damage.
- 7.5.6 Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that the Directors shall be entitled to appoint building staff to do so at overtime rates, at the owner's expense.
- 7.5.7 No rubble is to be left on the common property of the precinct overnight.
- 7.5.8 The owner indemnifies the Property Owners' Association in respect of any damage caused to its common property, and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations or renovations to their individual property or sectional title unit.
- 7.5.9 It shall be the responsibility of the owner to ensure that their contractors and workmen comply with these conditions.

7.6 SWIMMING POOLS

- 7.6.1 There are no principle objections to swimming pools; however owners should be aware that local authority servitudes that run underneath some individual properties within the precinct may prevent certain owners from building swimming pools into the ground in their back gardens. The individual properties affected by the servitude are houses 1 to 19.
- 7.6.2 It is critical that the alterations approval process above be followed strictly, and that ultimately local authority approval is sort.

8. GENERAL PROPERTY APPEARANCE

- 8.0.1 An owner or resident shall not place, or do, anything on any part of their individual property or sectional title unit or the common property, including balconies, patios, stoeps and gardens, which in the discretion of the Directors, is aesthetically displeasing or undesirable when viewed from the outside of the individual property or sectional title unit.
- 8.0.2 **Street-facing curtains, blinds, burglar bars, etc.** should not be in conflict with the external colour scheme and architectural design
- 8.0.3 Except for the arrival and departure of vehicles, **garage doors** should be kept closed when possible.
- 8.0.4 The storage of **materials, wendy-houses, tool sheds, boats, windsurfers, trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools, kennels, bicycles, tricycles, roller skates, skateboards, toys and any other unsightly objects** are not permitted in street-facing front gardens or on pathways and driveways. In particular, but without limiting the generality of the aforementioned, an owner or resident shall not hang any washing or laundry or any other items that are visible from the road or over any boundary wall or fence.

8.1 EXTERIOR FIXTURES & FITTINGS

- 8.1.1 **Exterior fixtures and fittings such as washing lines (houses only), air-conditioning ducts and units, satellite dishes, solar heating panels, evaporative cooling radiators, hose pipe storage units, gas tanks, etc.** should be sited as discretely and out of view as possible, and wherever possible should be positioned to the rear (opposite side from the road) of the individual property. Although prior written consent of the Directors for these fixtures and fittings is not required, indiscriminate placement of these items without consideration for the general appearance of the precinct could, in the absolute discretion of the Directors, lead to the Directors requesting the items to be removed or moved at the owner's expense.
- 8.1.2 **Exterior light fittings** must either conform to the general aesthetics of the precinct and neighbouring individual properties or sectional title units, or they must be hidden from view from the road in some way.
- 8.1.3 **Burglar bars**, although not exterior fixtures, are visible through windows and should therefore conform to the following guidelines: it must be white; evenly spaced horizontal bars; without vertical, diagonal or other intricate bar designs; which are preferably the type that get affixed directly into the walls and not simply affixed to the window frames.
- 8.1.4 **Exterior security gates** should conform to the following requirements: it must be white; of simple rectilinear design; and positioned as close to the door/doorway which it is protecting.

- 8.1.5 **Television & radio aerials** must be installed inside the roof of homes.
- 8.1.6 **Basketball hoops** are not to be affixed to the front facade of a property.
- 8.1.7 Installation of **canopies, awnings, exterior roller screens, roofing structures and similar fixtures & fittings** require the prior written consent of the Directors.

9. LANDSCAPING & PROPERTY MAINTENANCE

9.0.1 All horticultural and landscaping aspects of the precinct will be managed by the Property Owners' Association. Communal gardens will be maintained by the Property Owners' Association.

9.1 FRONT GARDENS OF INDIVIDUAL PROPERTIES

9.1.1 Front gardens of individual properties (adjacent to the road) will be maintained by the Property Owners' Association. This includes weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants. Supplementary planting is at the discretion of the Directors, where finances allow.

9.1.2 The garden irrigation systems will be maintained by the Property Owners' Association, excepting where owners have done alterations or additional work, or where damaged by the owner. Damage caused by the owner or their residents will be repaired by the Property Owners' Association at the cost of the owner.

9.1.3 Although the Property Owners' Association maintains the front gardens of individual properties, an owner is permitted to improve and supplement planting to his property within his property's boundaries. All plantings in such areas have to be indigenous vegetation, and need to conform to the official EMC / RAMPOA Plant List (available on the Royal Ascot website).

9.1.4 In order to create the desired continuity of landscaping, all landscaping must be approved by the Property Owners' Association prior to plants being planted.

9.1.5 In general, the planting of lawn-type grasses are not allowed in front gardens.

9.1.6 Owners or residents may not reduce the size of the front garden, or remove it completely, for any reason without prior written consent from the Directors.

9.2 BACK GARDENS OF INDIVIDUAL PROPERTIES

9.2.1 Back gardens of individual properties (behind houses and not visible from the roads) must be maintained by owners or residents.

9.2.2 The Property Owners' Association has no interest in, and does not need to approve, back garden maintenance or landscaping; except where it impacts in some material way on the immediate neighbouring individual properties or the common property. An example of a situation where the Property Owners' Association may have an interest is where large trees are planted or grow so as to impact a neighbouring property in some way.

9.2.3 Very importantly, note that the removal of trees is not allowed anywhere in Royal Ascot without the prior permission of the EMC.

9.3 PROPERTY MAINTENANCE

- 9.3.1 An owner must maintain all aspects of the exterior of his individual property such as, the paintwork, brickwork, stone cladding, fascia, barge boards, chimney cowl, roof, balconies, decking, balustrades, gutters and downpipes, garage doors, driveway paving, side gates, security gates, window frames, burglar bars, fencing, path paving, garden pond, swimming pool, pergolas, trellising, etc. in a state of good order and take all reasonable steps to keep it clean, hygienic, neat and in an attractive condition to the satisfaction of the Property Owners' Association.
- 9.3.2 Broken windows, whatever the cause, are to be replaced within 3 days.

9.4 PAINTING

- 9.4.1 An owner is required to paint their individual property a minimum of every 5 years. The Equini Lifestyle Centre is also required to be painted at least every 5 years.
- 9.4.2 The precinct has 3 permissible colour schemes (for individual houses):
- Scheme 1:
 - Make: Plascon
 - External walls: D19-2 – Pistachio Cream
 - Trim / doors: E22-5 – Brockville
 - Scheme 2:
 - Make: Plascon
 - External walls: E29-2 – Dusty Silver
 - Trim / doors: E29-4 – Sterling
 - Scheme 3:
 - Make: Plascon
 - External walls: E26-2 – Richmond
 - Trim / doors: E26-4 – Aldergrove
- 9.4.3 Note: The internal walls were originally painted to the following specification:
- Make (all): Plascon
 - Scheme 1: D13-3 – Chaps
 - Scheme 2: D13-1 – Light Canvas
 - Scheme 3: D13-1 – Light Canvas

9.5 WOOD TREATMENT

- 9.5.1 An owner is required to suitably treat (e.g. sanding, varnishing) their external exposed wood (e.g. balustrades, decking, pergolas, side gates) every year.

10. VEHICLES & PARKING

10.1 VEHICLE DRIVING ETIQUETTE

- 10.1.1 Owners or residents of units shall ensure that their visitors do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Directors not to be in the interest of safety.
- 10.1.2 Owners or residents of units shall not allow any unlicensed person to drive any vehicle on the common property.
- 10.1.3 As the roads, traffic islands, and sidewalks are used by everyone, extreme care must be taken by drivers to ensure the safety of all users. Pedestrians crossing the streets have the right of way and drivers should approach these with caution.
- 10.1.4 Vehicles driven on common property roads should not drive faster than 20 km/h; and should be driven in a safe manner, and with due regard to other road users, pedestrians and owners or residents of houses or sections.
- 10.1.5 Road signs/markings are to be strictly observed by motorists and pedestrians.
- 10.1.6 All intersections are to be regarded as being controlled by a 4-way yield sign, unless there are road signs and markings indicating more appropriate behaviour.
- 10.1.7 Hooters shall not be sounded within the common property other than in an emergency.
- 10.1.8 Revving of motorbikes, cars or other engines should be restricted to the absolute minimum.
- 10.1.9 No major repairs of any vehicle on any portion of common property will be allowed.
- 10.1.10 Only vehicles owned by owners or residents may be washed on the common property.
- 10.1.11 All owners or residents shall ensure that their vehicles, and that of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property.

10.2 PARKING

- 10.2.1 Owners' or residents' vehicles should be parked in their garages, especially overnight, or in their driveway; and should never obstruct road traffic. These vehicles are not allowed to park in visitors parking bays, except in exceptional circumstances for periods no longer than 48 hours. Exceptional circumstances requiring parking in visitors parking bays for longer than 48 hours require prior written consent from the Directors.
- 10.2.2 Visitors' vehicles should be confined to an owner's driveway or visitor parking bays, and should not obstruct road traffic. No visitors parking bay is to be occupied for any period exceeding 48 hours without prior written consent of the Directors.

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- 10.2.3 Contractors are allowed to park in visitors parking bays; however they are not allowed to leave their vehicles there overnight. Contractor trailers or other equipment may not be kept in the visitor parking bays or on the common property without the prior written consent of the Directors.
- 10.2.4 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Directors.
- 10.2.5 Vehicles that do not belong to owners or residents are not allowed to park within the precinct. Exceptions to this rule include: security company patrol vehicles, emergency vehicles (e.g. police, fire, medical), municipal vehicles providing a service, and agents or contractors of the Property Owners' Association.
- 10.2.6 Under no circumstances should vehicles be parked wholly or partially on front gardens or on grass verges, where it is likely to damage plants and irrigation systems.
- 10.2.7 Vehicles may be parked only in such a way that the flow of traffic and access to and ingress from other parking bays, driveways, and entrance and exit gates is not obstructed. One vehicle may not occupy two parking bays.
- 10.2.8 Vehicles that are not roadworthy may not be parked on the common property other than for very short periods with prior written consent of the Directors.
- 10.2.9 If permissible parking space is unavailable, visitors/contractors should park outside the precinct.
- 10.2.10 The Directors may cause to be removed or towed away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- 10.2.11 Parking of vehicles upon the common property is subject to the express conditions that every vehicle is parked at the vehicle owner's risk and responsibility and that no liability shall attach to Property Owners' Association, its agents or any of their employees, for any loss or damage of whatever nature which the owner may suffer in consequence of his vehicle being parked on the common property.

11. ANIMALS & OTHER PETS

11.1 DOGS & CATS

- 11.1.1 Dogs and cats are permitted, but require the prior written consent of the Directors.
- 11.1.2 A maximum of three dogs and cats in total per individual property or sectional title unit is allowed.
- 11.1.3 Dogs and cats are allowed a standing height of no more than 50 centimetres, from the floor to the top of the highest point on its back.
- 11.1.4 All dogs and cats are to be registered with the managing agents.
- 11.1.5 All dogs are to be registered with the City Council as per its by-laws.
- 11.1.6 All dogs and cats are to have identity discs fixed to their collars giving the name of its owner, contact number and individual property / sectional title unit number.
- 11.1.7 Dogs barking continuously is a common nuisance encountered in precincts such as Arena North, where people live closely together; and also the cause of numerous complaints by residents. The most common cause for dogs barking continuously is neglect by their owners. It is with this in mind that we request owners to take care of their dogs, and give them as much attention as possible, because it is difficult for most dogs to live in such confined spaces. Dogs must be given sufficient food and water. Dogs should also be walked and exercised regularly.
- 11.1.8 Residents must comply with any other specific requirements imposed by the Directors.

11.2 OTHER ANIMALS

- 11.2.1 Domestic birds, housed in a cage inside an individual property or sectional title unit, are permitted as pets without the prior written consent of the Directors.
- 11.2.2 Fish, housed in a fish tank or home aquarium inside an individual property or sectional title unit, are permitted as pets without the prior written consent of the Directors.
- 11.2.3 Reptiles, rodents, spiders, and insects, that are not poisonous, and not harmful to humans or the Royal Ascot environment, and are housed indoors, and are kept securely and exclusively within its own closed enclosure, are permitted as pets without the prior written consent of the Directors.
- 11.2.4 All animals usually found on farms, and usually intended for human consumption (or where their produce is intended for consumption), are not permitted within the precinct at any time.
- 11.2.5 All other animals being considered as pets, not specifically mentioned above, require prior written consent from the Directors, and may be subject to specific conditions.

11.3 BEHAVIOUR RELATED TO ANIMALS

- 11.3.1 The Directors shall be entitled to revoke an owner or resident's entitlement, or consent previously given, in the event that such animals become a nuisance to other owners or residents (e.g. excessive loud barking), or in the event of a breach of any conditions as may have been prescribed.
- 11.3.2 The wandering of dogs on the common property is not permitted. Dogs shall be leashed at all times whilst on the common property, and must not be allowed to harass other persons or other pets.
- 11.3.3 Any unidentified strays found within the complex will be removed by the SPCA.
- 11.3.4 Should an animal defecate on the common property, the owner of the pet concerned is required to remove the excrement and dispose of it in a hygienic manner, and make good any other damages.
- 11.3.5 No ritual slaughter or any slaughter whatsoever of any animal is permitted within the complex.

12. REFUSE & PEST CONTROL

12.1 REFUSE DISPOSAL

- 12.1.1 An owner or resident of an Equini sectional title unit shall:
- 12.1.1.1 Maintain in a hygienic and dry condition, a bin for refuse within their sectional title unit;
 - 12.1.1.2 Ensure that before refuse is placed in such bin it is securely wrapped and/or, in the case of tins or other containers, completely drained;
 - 12.1.1.3 For the purpose of having the refuse collected, transfer the refuse to such refuse bins within the area designated by the Trustees;
 - 12.1.1.4 Not leave outside their sectional title unit or on the common property, any garage, building or garden rubble at any time. It must be placed inside the designated refuse bins;
 - 12.1.1.5 Not drop refuse in, or at the entrance to, the bin room;
 - 12.1.1.6 Not dispose of refuse down the storm water drains;
- 12.1.2 An owner or resident of an individual property shall:
- 12.1.2.1 Maintain in a hygienic and dry condition, a bin for refuse within their property;
 - 12.1.2.2 Ensure that before refuse is placed in such bin it is securely wrapped and/or, in the case of tins or other containers, completely drained;
 - 12.1.2.3 For the purpose of having the refuse collected, place such bin outside at the front of their individual property alongside the road (but never in the road);
 - 12.1.2.4 Not leave outside their individual property or on the common property, any garage, building or garden rubble at any time. It must be placed inside their refuse bins;
 - 12.1.2.5 Not drop refuse in, or at the entrance to, the bin room;
 - 12.1.2.6 Not dispose of refuse down the storm water drains;
 - 12.1.2.7 Ensure that their refuse bin has the individual property's number clearly displayed on it;
 - 12.1.2.8 Store their refuse bin in their garage or back garden, out of sight from the road, between Tuesday evenings and Sunday mornings.
- 12.1.3 Refuse bins are normally moved to the precinct entrance, for the collection of the refuse by the municipality, between 06h00 and 08h00 on Monday mornings. Any bins placed

outside their individual properties or in the designated areas later than this time may not have their refuse removed. Refuse bins are normally cleaned, sanitised and returned during the Monday.

- 12.1.4 An owner or resident must make their own arrangements at their own cost to remove any excess garden refuse (except grass cuttings) and building rubble that would ordinarily not be placed into a municipal refuse bin. The nearest drop-off site for solid waste is in Killarney (Koeberg Rd, just before the Killarney racetrack).
- 12.1.5 Refuse bins not stored appropriately may be taken away, and owners will be charged to retrieve it.
- 12.1.6 The refuse bin room (at the rear emergency exit gate, next to individual property number 80) is out of bounds to owners and residents, except when accompanied by Property Owners' Association staff or their delegates. The refuse room is mainly used by Property Owners' Association cleaning staff to clean and sanitise the refuse bins, to store specific materials, and in exceptional cases to keep refuse.

12.2 ERADICATION OF PESTS

- 12.2.1 An owner or resident shall keep his individual property or sectional title unit free of white ants, borer and other wood destroying insects and to this end shall permit the Directors, the managing agent, or their duly authorised agents or employees, to enter upon their individual property or sectional title unit from time to time for the purpose of inspecting the individual property or sectional title unit and taking such action as may be reasonably necessary to eradicate any such pests.
- 12.2.2 The costs of the inspection and eradicating of any such pests as may be found within the individual property or sectional title unit, and replacement of any woodwork or other material forming part of such individual property or sectional title unit which may be damaged by any such pests, shall be borne by the owner of the individual property or sectional title unit concerned.

13. BUSINESS ACTIVITY

- 13.1 Owners or residents may conduct no business activity:
- 13.1.1 Which causes aggravation or nuisance to other owners or residents within their individual property, sectional title unit or on the common property;
 - 13.1.2 Which employs people that require daily access to their individual property, sectional title unit or the common property;
 - 13.1.3 That involves manual labour and machinery (electrical machinery, lathes, hand held tools, etc.).
- 13.2 Upon application by an owner, under exceptional circumstances, the Directors may permit such aforementioned business activity, temporarily or on an on-going basis. However, this permission may also be revoked at any time at the discretion of the Directors.
- 13.3 Owners or residents may conduct business activity under the following conditions, with prior consent of the Directors:
- 13.3.1 It is largely of an administrative or office-based nature;
 - 13.3.2 It causes no disturbance, noise, aggravation or inconvenience to other owners or residents;
 - 13.3.3 It is carried on completely out of sight, behind closed doors, and with strictly one visitor or client at any one time;
 - 13.3.4 It is confined to regular business hours, i.e. roughly 09h00 to 17h00.
- 13.4 Prior to the commencement of any permissible business activity the owner or resident would be required to apply in writing to the Directors, and therein describe the nature of the business, and the fashion in which the business would be operated. If the owner or resident subsequently does not adhere to the aforementioned general conditions, or any specific conditions set by the Directors, the Directors at their discretion have the right to terminate the permission previously given.

14. INSURANCE

- 14.1 The Property Owners' Association shall have no responsibility whatsoever for the insurance of the contents of any particular individual property or sectional title unit, which shall at all time, be the sole responsibility of the owner or resident in question.
- 14.2 In the interests of all owners, each owner is required to carry sufficient building insurance cover for his individual property or sectional title unit; so that any major damages can be repaired and made good.
- 14.3 An owner or resident shall not do, or permit to be done, within their individual property or sectional title unit or on the common property anything which will, or may, increase the rate of premium payable by the Property Owners' Association on any insurance policy or which may tend to invalidate any such insurance policy.
- 14.4 An owner or resident shall not store or harbour upon the common property or within their individual property or sectional title unit, any inflammatory material or other goods (in substantially material quantity), or do or permit or allow to be done any other dangerous act, which may invalidate any fire insurance policy held by the Property Owners' Association or increase the premium payable in respect of such policy.

15. GENERAL BEHAVIOUR

15.1 RESIDENTIAL PURPOSE & RESIDENT MAXIMUMS

15.1.1 No owner or resident may, without the prior consent of the Directors:

15.1.1.1 Use their individual property or sectional title unit for any purpose other than residential purposes;

15.1.1.2 Allow more than two people in a one-bedroom residential dwelling or three adults in a two-bedroom residential dwelling, or alternatively two adults and two children in a two-bedroom residential dwelling (excepting in special circumstances for a short duration with prior written consent of either the Trustees or the Directors).

15.1.2 No owner or resident may ever convert or use their garage for business or accommodation purposes, whether permanently or temporarily.

15.1.3 No owner or resident shall use or permit their individual property or sectional title unit to be used for any purpose which is criminal in nature or damaging to the reputation of the precinct, or that would devalue the precinct or any individual property or sectional title unit within it.

15.2 USE OF INDIVIDUAL PROPERTY OR SECTIONAL TITLE UNIT, AND COMMON PROPERTY

15.2.1 An owner or resident may not, without the prior consent of the Directors:

15.2.1.1 Hold any garage sale, or other form of goods sale, on their individual property, within their sectional title unit or on the common property;

15.2.1.2 Hold any non-personal gathering, function, bazaar or fete, on their individual property, within their sectional title unit or on the common property;

15.2.1.3 Place on display any sign, notice, billboard or advertisement, on their individual property within their sectional title unit or on the common property, so as to be visible from another individual property, sectional title unit or the common property;

15.2.1.4 Visibly store any item, of an unsightly nature, on their garage access paving or elsewhere on their individual property or within their sectional title unit or on its balcony;

15.2.1.5 Erect, keep, store or leave any article or thing on any part of the common property;

15.2.1.6 Remove, trim, destroy or cut down any flowers, shrub, tree or plant on or in the common property (including an individual property's front garden);

- 15.2.1.7 Erect their own washing lines, nor hang any laundry or any other items on any part of their Equini Lifestyle Centre apartment so as to be visible from outside the Equini Lifestyle Centre, the common property or from any other sectional title units or individual properties.
- 15.2.2 Swimming pool water must be discharged into the sewer drain, and not into any storm water pipe or drain. Care must be taken to ensure that such discharge does not negatively impact on the surrounding vegetation.

15.3 LITTERING, POST BOXES & DAMAGE TO COMMON PROPERTY

- 15.3.1 An owner or resident may never deposit, throw or permit to be deposited or thrown on the common property, any rubbish, including dust, food, scraps, cigarette butts, junk mail, building rubble, and dead flora or any other litter.
- 15.3.2 A resident must clear their individual property or sectional title unit's post box on a regular basis, at least once a week, irrespective of whether it is being used by them to receive mail; as junk mail piles up continuously.
- 15.3.3 An owner or resident may not mark or otherwise damage or alter any part of the common property.
- 15.3.4 No unauthorised tampering with any Property Owners' Association equipment, including but not limited to the entrance and exit gates, gate motors, gate sensors, post boxes, lights, irrigation systems, water meters, taps, security surveillance cameras & other equipment, locks, electric fencing, intercom system, vehicles, etc. will be permitted at any time.

15.4 NUISANCE, DISTURBANCE & INCONVENIENCE TO OTHER RESIDENTS

- 15.4.1 All residents and residents shall at all times behave and conduct themselves in a considerate, reasonable and civilised manner.
- 15.4.2 All owners and residents shall ensure that their use of their individual property, sectional title unit or the common property and its facilities is at all times conducted in such a manner as not to:
- 15.4.2.1 Cause a nuisance, disturbance, inconvenience or unreasonable invasion of privacy to any other owner or resident, particularly in the form of loud music, radio, TV, parties, and power tools;
- 15.4.2.2 Detrimentally affect the rights, health and interests of other owners or residents;
- 15.4.3 No hobbies or other activities may be conducted on the common property if it causes nuisance to other owners or residents.
- 15.4.4 No noise will be permitted after 22h00 on weeknights and Sunday nights or 23h59 on Friday and Saturday nights.

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- 15.4.5 Should a resident be planning an acceptable disturbance (e.g. parties or social activities), in the spirit of good neighbourliness, immediate neighbours should be advised in advance.
- 15.4.6 Owners and residents shall be responsible for the behaviour and actions of their children, guests, domestic workers, and contractors, and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or resident concerned, within 7 days of notice by the Directors, to the satisfaction of the Directors.
- 15.4.7 Children must be warned to observe road rules and undue invasion of the privacy of other residents or homes at all times.
- 15.4.8 The unauthorised display of placards and distribution of pamphlets, flyers, etc. is not permitted.

15.5 BRAAI FACILITIES

- 15.5.1 An owner or resident of an Equini apartment shall not be entitled to braai on the balcony, unless such owner or resident uses a built-in braai or smokeless braai facilities such as closed charcoal/smokeless kettle braais (i.e. Weber or similar) or gas braais which may not protrude above the balustrade. The braai facility's colour is to be black, charcoal or grey; and must be covered when not in use. Braais, charcoal and equipment must be stored in an acceptable manner.
- 15.5.2 All owners or residents must adhere to the following in relation to braaing and braai facilities:
- 15.5.2.1 Wind conditions should be considered at all times before having a braai;
- 15.5.2.2 Ash should be disposed of in a proper manner; no hot ash is to be placed in any refuse bin.
- 15.5.2.3 Always be considerate of neighbours when having a braai (i.e. noise, smoke and ash).
- 15.5.3 No fires, braai or barbecuing is permitted in open areas or anywhere except in an owner's enclosed portion of the property.

16. RAMPOA & EMC RULES

16.1 ROYAL ASCOT MASTER PROPERTY OWNERS' ASSOCIATION

16.1.1 All owners and residents shall be bound by, and shall ensure that they do not contravene, the rules of the Royal Ascot Master Properties Owners Association (RAMPOA) insofar as they relate to the conduct of owners, their tenants/residents, family, visitors and staff.

16.1.2 The RAMPOA rules can be found at the following website: www.royalascot.co.za

16.2 ROYAL ASCOT ENVIRONMENTAL MANAGEMENT COMMITTEE

16.2.1 All owners and residents shall be bound by, and shall ensure that they do not contravene, the rules of the Royal Ascot Environmental Management Committee (EMC) insofar as they relate to the conduct of owners, their tenants/residents, family, visitors and staff.

16.2.2 The following key EMC rules documents can be found on the Royal Ascot website (www.royalascot.co.za):

16.2.2.1 Environmental Do's and Don'ts Guide.

16.2.2.2 Indigenous Plant Species List.

16.2.2.3 Environmental Do's & Don'ts for Maintenance & Renovations Guide.

16.2.2.4 Royal Ascot Architectural Guidelines.

16.2.2.5 Operational Environmental Management Plan (OEMP) – this document contains important rules relating to:

16.2.2.5.1 Waste Management & Disposal

16.2.2.5.2 Maintenance of Buildings & Infrastructure

16.2.2.5.3 Lighting

16.2.2.5.4 Stormwater Management

16.2.2.5.5 Protection of Trees

16.2.2.5.6 Maintenance of Landscaped Areas

16.2.2.5.7 Alien Vegetation

16.2.2.5.8 Environmental Education of Staff

16.2.2.5.9 Fire Control

16.2.2.5.10 Milnerton Racecourse Nature Reserve

The OEMP also shows the Penalty Schedule for contravening the rules.

16.3 ROYAL ASCOT CONSERVATION AREA

16.3.1 The Milnerton Racecourse Section of the Table Bay Nature Reserve (TBNR: MR) is situated to the east of Royal Ascot, Milnerton. The Milnerton Racecourse Nature Reserve is divided into two portions, a northern area (between the Stableyard and Sandown Crescent precincts) and a larger southern area (between the Sandown Crescent and La Camargue precincts). In addition, Royal Ascot's stormwater system is directly connected, and flows into, the Rietvlei wetland. This makes Royal Ascot an ecologically sensitive environment. Residents must therefore be as considerate as possible to the environment.

17. BREACH & REMEDIES

17.1 BREACH

- 17.1.1 In the event of a member committing any breach of any of the provisions of the conduct rules made in terms of the Memorandum of Incorporation and failing to remedy such breach within 3 days of the date of delivery by hand, posting by prepaid registered post, or electronic mail of written notice calling upon such owner to remedy the same; or
- 17.1.2 committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the conduct rules made in terms of the Memorandum of Incorporation, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;
- 17.1.3 the board of directors shall be entitled notwithstanding any indulgence that may have been shown to the defaulting member, to take such action as may be available to it or them, either to enforce the relevant provision of the rules, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the Directors, all without prejudice to any other rights that may lie against the defaulting member for the recovery of any damages or loss which Property Owners' Association or any other member may suffer as a result of such breach and/or failure to remedy the same.
- 17.1.4 In the event of the Association instituting any legal action or proceedings against a member as a result of any breach of the conduct rules, or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society of the Cape of Good Hope from time to time.

17.2 WARNINGS AND FINES

- 17.2.1 If the Directors are notified of any breaches of the conduct rules, they will be obliged to investigate the matter fully, assess the impact of the breach on the Arena North precinct and the Property Owners' Association, and act accordingly.
- 17.2.2 In the interests of building a sense of community, appropriate effort will be made to resolve the breach amicably; however, if the defaulting member does not desist from the breach, and it can still be ceased and/or rectified, a formal first and final warning notice will be sent to them in writing.
- 17.2.3 In the event that the defaulting member does not desist from the breach, or rectify the breach, or repeats the breach after the first and final warning has been issued, then a fine will be imposed and added to the owner's levy account. Fines will range from R100 to

R500 for minor breaches (e.g. noisy parties), and from R1000 to R5000 for major breaches (e.g. not following the structural building alteration approval procedure). Fines are imposed at the sole discretion of the Directors.

18. DISCLAIMER & AMENDMENTS

18.1 DISCLAIMER

- 18.1.1 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Property Owners' Association, its Directors, employees, agents or contractors of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Property Owners' Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to their property directly or indirectly, in or about the common property, its amenities or in individual properties or sectional title units nor for any act done or for any neglect on the part of the Property Owners' Association or any of its Directors, employees, agents or contractors.
- 18.1.2 The Property Owners' Association, its Directors, employees, agents or contractors shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

18.2 AMENDMENTS

- 18.2.1 These rules are subject to change from time to time, and the Directors are entitled to add to, amend or repeal the rules as deemed necessary to protect the interests of the Property Owners' Association, the common interests of all members and the integrity of the Arena North precinct as a whole.