CONDUCT RULES

WARWICK PLACE BODY CORPORATE, MILNERTON, ROYAL ASCOT

1. USE OF SECTION AND COMMON PROPERTY

1.1.1 Save as set out in 1.1.2 hereunder, no owner or occupier may, without the prior consent of the Trustees:

1.1.1.1 use the section for any purpose other than residential purposes;
1.1.1.2 allow more than four people in a two bedroomed unit (excepting in special circumstances for a short duration with authorization by trustees in writing);
1.1.1.3 Hold or permit to be held any sale of goods or a fete on the section or on the common property;
1.1.1.4 place on display any sign, notice, billboard or advertisement on the building, the common property or the section so as to be visible from outside the building;
1.1.1.5 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
1.1.1.6 remove any shrub, tree or plant on or in the common property;
1.1.1.7 erect his own washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or the common property so as to be visible from outside the building or from any other section.

1.1.2 It is recorded that the developer shall have the right, prior to the establishment of the scheme, or any extension thereof, to reserve certain sections for commercial use and the owners of such "commercial" sections shall have the right to establish businesses therein, provided that such businesses are not offensive or substantially contrary to the interests of owners of residential sections, and if such section is being used for commercial purposes the owner or occupier may not without the prior consent of the Trustees:-

1.1.2.1 place or display any sign, notice, billboard or advertisement, on the building, the common property of the section so as to be visible from outside the building;
1.1.2.2 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
1.1.2.3 remove any shrub, tree or plant on or in the common property;
1.1.2.4 the Trustees will not be entitled to withhold consent for the establishment of a legitimate business, and shall co-operate with the owner of such a section if their assistance, consent is required to satisfy the requirements of the local authority.

1.2 An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.

1.3 An owner or occupier shall not deposit, throw or permit or allow be depositing or throwing on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY

2.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the Trustees.

2.2 To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:

2.2.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
2.2.2 install a canopy on a section.
2.2.3 install a screen or other device to prevent the entry of animals, insects. etc.;
2.2.4 install any outside TV aerial, satellite dish, etc.
2.2.5 make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally.

Conduct Rule 3

3. BEHAVIOUR OF OWNERS, OCCUPIER, GUESTS, ETC.

3.1 No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.

3.2 All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees. Particularly during the following times owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property:

3.2.1 Fridays and Saturdays – from 24h00 to 07h00 the next day.

3.2.2 Sundays to Thursdays – from 22h00 to 07h00 the next day.

The above rule of 3.2.1 and 3.2.2 also applies to being in the braai area's in those times. If the residents are found to be congregating in the braai area during the quiet times specified, they will be asked by the guard to leave the area or receive a fine of R1000 per hour or part thereof for the time that they are there after the specified time, as per the guard's records.

3.3 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
No Hooting outside the front gate is allowed.

3.4 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.

3.5 No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

3.6 Owners and occupiers shall be responsible for the behaviour of their children and guests 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 occupier concerned, within 7 days of notice by the trustees, to the satisfaction of the trustees.

3.7 No children are permitted to play in the parking area, stairwells and landings.

4. REFUSE DISPOSAL

4.1 An owner or occupier of a section shall:

4.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing.

4.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

4.1.3 for the purpose of having the refuse collected; place such receptacle within the area and at the times designated by the Trustees.

4.1.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 4.1.1.

5. VEHICLES

5.1 No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to be removed or towed away from the building at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustees consent.

5.2 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned.

5.3 No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or a section.

5.4 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hosepipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.

6. PARKING

6.1 Parking is to be confined to the specific parking area allocated to each owner/occupier. Only 1 motor vehicle per parking area.
An allocation has been provided for only 1 vehicle per unit and visitors' bays are not to be used for permanent private parking.
Guests are to use only those bays reserved for visitors. Breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and at the expense of the owner of the vehicle.

6.2 Any vehicles illegally parked will be clamped and unclamped once the offender has paid a fine of R200 release fee to the Body Corporate. The clamp will be released on proof of a deposit made into the Body Corporate Bank Account. A fine of R1000 may also be imposed for the illegal parking.

6.3 Under no circumstances will parking in front of the fire hydrants be permitted. Breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense of the owner of the vehicle.

6.4 All parking bays in the basement have been allocated to specific sections. Visitors must park in the open-air visitor bays.

7. ANIMALS, REPTILES AND BIRDS

No animals, reptiles, birds (other than a bird in a cage) or pets shall be kept or harbored in the building.
No Cats are allowed in the complex, except for the existing cats which the owners have obtained permission from the Trustees to keep.
The Cats that are allowed must be spayed/neutered; they must have an Identity collar with the flat number and owner's telephone number. They are not to be allowed on the common property between dusk (i.e. lights on in the street) till dawn (i.e. lights out in the street).
The cats not abiding by the above rules will be trapped with a cat trap and taken to the SPCA and the owner could receive a fine for every month that they have been asked by the Body Corporate to remove the cat.
The trustees reserve their right to withdraw any approval given for pets should the pet become a problem.

8. LEVIES

8.1 Levies are due in advance on the first of each month and are payable within 7 days, after which interest at a rate determined by the Trustees will be payable thereon.

9. INSURANCE

9.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times, be the sole responsibility of the owner/occupier in question.

9.2 An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.

9.3 An owner/occupier shall not store or harbor upon the common property or any part thereof or in his section any good which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

10. LETTING OF UNITS

10.1 The letting of any unit, whether short term or long term, shall be subject to the approval of the Trustees, and such reasonable conditions as the Trustees may decide, including the identity of the letting agent if any.

10.2 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit 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.

10.3 It is the Landlord's responsibility to ensure that their tenant is made aware of the rules and given a copy of the Rules. If any rules are transgressed by the tenant, the Landlord will be fined.

11. ERADICATION OF PESTS

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

12. WALKWAYS

12.1 The walkways giving access to the exclusive use areas are solely for the use of maintenance/gardening staff and may not be used by any member of the public or other unit owner for gaining access or used as a thoroughfare.

13. SWIMMING POOL

13.1 An owner/occupier/his visitor/s and/or children shall at all times adhere to the following:

13.1 No alcohol is to be consumed in the pool area.
13.2 No glass bottles or containers are allowed in the pool area.
13.3 No loud music in the pool area.
13.4 No swimming is permitted after 8.00 pm.
13.5 Children under the age of 12 are to be accompanied by an adult at all times.
13.6 Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment. Under no circumstances are pool chemicals and pool cleaning equipment to be removed from the pool enclosed area.
13.7 Littering is not permitted and all refuse is to be removed from the pool area.
13.8 Bathing apparel only may be worn in the pool. Allowance is made for the wearing of safety apparel.
13.9 Games are not permitted in the pool area.
13.10 No animals are allowed in the pool area.

Conduct Rule 14

14. LAUNDRY

14.1 All expenses incurred and all income derived from the laundry are for the account of Complex Laundry Solutions who shall also be responsible for repairs and maintenance of all washing machines and tumble dryers.

14.2 All machines supplied are the sole ownership of Complex Laundry Solutions

14.3 An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items in or on windows, balconies, patios or stoeps, or on any part of the building or the common property so as to be visible from outside the buildings or from any other section.

Conduct Rule 15

PRIVATE DOMESTIC WORKERS

15.2 An Indemnity for privately employed workers is to be issued to the Body Corporate by the employer, indemnifying the Body Corporate against any injury, loss or damage relating to the employee which may occur at Warwick Place Body Corporate.

15.3 The Body Corporate reserves the right to perform a security clearance check on any private workers employed by an owner or tenant prior to allowing the employee access to the village. The cost of such an enquiry will be for the account of the owner/tenant. Should the Body Corporate in its sole discretion regard the proposed employee as a risk, then it shall have the right to refuse to issue clearance.

Conduct Rule 16

16. SECURITY, SAFETY AND RISK

(1) Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must -

(a) ensure that upon entering or leaving the premises all security doors and gates are properly closed;

(b) ensure that such doors and gates are never opened for unknown or uninvited persons;

(c) comply with any reasonable instruction from any security guard working for the security company appointed by the trustees;

(d) ensure that their guests, visitors, employees and contractors comply with the security measures implemented by security and/or the trustees from time to time.

(2) The right of admission to the premises is reserved.

(3) All visitors or guests must sign in at security before entering the premises. All occupiers must be in possession, and use, a remote access control when entering the premises. Occupiers who have not yet obtained, or lost, his or her remote access control must sign in as a visitor or guest. All persons who have gained entry without compliance with the aforementioned shall be deemed to have entered the premises illegally.

(4) 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 body corporate 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 body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.

Conduct Rule 17

17. IMPOSITION OF FINES

(1) If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the security, managing agent or the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards any Conduct Rule, the managing agent may furnish the owner and occupier with a written warning which may in the discretion of the trustees be delivered by hand, normal post or by registered post. In the letter the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

(2) The security must, out of their own accord, or may when a complaint is received from an occupier, identify the number of the section whose owner may be responsible for the imposition of a fine. If it is a repeated offence security will make an entry into the daily logbook specifying the time, date and other relevant details pertaining to the transgression. The logbook information shall be presented to the trustees at their next meeting.

(2) At the meeting of the trustees or via any instruction by a trustee in writing to the Managing Agent, the trustees may resolve to impose a fine on an owner of a section. The owner will receive a letter to state that the fine has been added to their levy account. The owner could appeal this within 14 days of receipt of the letter by either submitting an appeal in writing, setting out the reasons why the fine should not be imposed, or by requesting to appear before the trustees at their next meeting in order to address the trustees.

(3) If the owner has requested to attend a trustees' meeting in terms of sub-rule (2) above, the owner and/or occupier must be given the opportunity to:-

(a) present his or her own case;

(b) present any evidence, including calling of witnesses, to substantiate his or her case;

(c) cross-examine any witnesses called on behalf of the body corporate;

(d) disclosure of any relevant documents.

(4) After the owner or occupier has been given the opportunity to present his case the trustees shall inform the owner in writing whether the appeal was upheld or dismissed.

(5) Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose that the fine stands in the owner and/or occupier's absence.

(6) Any fine imposed may if it is not paid within 14 (fourteen) days after the owner has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of section 37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.

(7) Any fine imposed in terms of this rule will be R 1000. The body corporate may, at any general meeting, from time to time, by ordinary majority vote, vary the amount of the

fine.

(8) The imposition of a fine on any owner does not affect the right of the body corporate to obtain an appropriate court order refer a matter to arbitration and the trustees may elect, on behalf of the body corporate, to impose any one or more options.