

EMBERTON ESTATE RULES AND REGULATIONS

INTRODUCTION

Emberton Estate has been designed to provide a secure upmarket lifestyle without compromise for the benefit of a community of people who share a common ethos.

Conduct rules provide a means of protecting this lifestyle through an acceptable code for harmonious living without interfering with others' enjoyment, to the benefit of all, with an emphasis on functionality, aesthetics and security.

Genuine respect and consideration by all residents for each other will obviously assure agreeable accord and contented association on the Estate. In the event of discord, the parties involved should attempt as far as possible to settle the matter between them, exercising respect, tolerance and consideration for each other.

These rules have been made by the Board of the Association in terms of Article 24 of the Memorandum for the management, control, administration, use and enjoyment of the Estate. The provisions of these rules shall be binding upon all members equally and insofar as they may be applicable, to all persons occupying any dwelling by, through or under any member whatever the nature of such occupation. These rules are not intended to limit the lifestyle and/or investment of members and residents, but rather to protect them and are binding equally on all residents. Accordingly, residents are not only bound by these rules but they are also protected by them.

The Board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the Owner. Further, the Board may enforce the provisions of any rule by application to the courts.

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1. INTERPRETATION AND DEFINITIONS

- 1.1 The clause headings in these Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these Rules, notwithstanding that it is only contained in the interpretation clause.
- 1.4 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.5 These Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.6 In these Rules, unless inconsistent with or otherwise indicated by the context :-
- 1.6.1 “the Association” means Emberton Estate Home Owners Association (RF) NPC registration number: _____, a company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.6.2 “Board” means the Board of Directors of the Association for the time being;
- 1.6.3 “Common Facilities” means the bulk services and infrastructure, including but not limited to the wastewater treatment plant, gatehouse and security facilities, private roads, road verges, pathways, clubhouse and allied facilities, parking facilities and open spaces, either in the ownership or control of, or maintained by the Association,, situated on Emberton Meadows Scheme and which are intended for the shared use of all Owners and their invitees;
- 1.6.4 “the Clubhouse” means the Emberton Estate Clubhouse, a private sports and recreational centre situated on Emberton Meadows Scheme and owned by the Association and operated by it or its agent;

- 1.6.5 “the Directors” means the directors for the time being of the Association or their alternates, as the case may be;
- 1.6.6 “the Estate” means Emberton Estate comprising several Sectional Title Schemes which are to be laid out on portions of the immovable property comprising Erf 739 Gillitts;
- 1.6.7 “Estate Manager” person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate, if applicable;
- 1.6.8 “Member” means an Owner who is a member of the Association and also includes the Developer for so long as he hold a portion of the Estate;
- 1.6.9 “Memorandum” the Memorandum of Incorporation of the Association;
- 1.6.10 “Owner” means the Owner/Member/Resident of a Unit forming part of the Estate;
- 1.6.11 “Resident” means any person who is resident at the Estate and includes owners and members of their families, their guests, their authorized tenants, any visitor to the Estate and any third party occupying a Unit in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these rules;
- 1.6.12 “Rules” means the rules as contained in this document;
- 1.6.13 “Sectional Title Scheme” means a scheme to be laid out on a portion of the Estate and “Scheme” has the corresponding meaning;
- 1.6.14 “Unit” means any sectional title unit forming part of a Sectional Title Scheme established within the Estate;
- 1.6.15 any reference to the singular includes the plural and vice versa;
- 1.6.16 any reference to natural persons includes legal persons and vice versa;
- 1.6.17 any reference to gender includes the other genders;
- 1.6.18 words and phrases defined in the constitution bear corresponding meanings herein.

2. **JURISTIC PERSONALITY AND APPLICATION OF RULES**

- 2.1 The Association is a company as defined in the Act and has been incorporated and registered in terms of the Act.
- 2.2 In terms of Article 24.1 of the Memorandum, these Rules may be substituted, added to, amended or repealed from time to time by the Board as deemed necessary for the good management, control, administration and enjoyment of the Estate.
- 2.3 In terms of Article 22 of the Memorandum all the functions and all powers of the Bodies Corporate (in particular Sections 37 and 38 of the Sectional Titles Act, No 95 of 1986) may be assigned to the Association. This means that the management, accounting and full operation of the Sectional Title Schemes within the Estate may fall under the jurisdiction of the Association, including among other things the determination and application of all these Rules. In this instance the Chairman of the Association shall always be the Chairman of each of the Bodies Corporate within the Estate.
- 2.4 As from the date of promulgation of these Rules they shall all apply forthwith and all Owners shall be required to abide thereby.
- 2.5 Any contravention of the rules by any person who gains access to the Estate under the authorisation of an Owner/Resident shall be deemed to be a contravention by that Owner/Resident.

3. **USE AND OCCUPATION OF A UNIT**

3.1 **Use of a Unit**

The use of a Unit shall be governed by the town planning scheme in force at any time or any other approved scheme applicable to the Estate from time to time. A Unit, excluding those Units in the ownership of or managed by the Association, may be used for residential purposes only. Under no circumstances may Units be purchased or rented in order to provide accommodation for domestic employees.

3.2 **Occupation**

The maximum number of persons allowed to reside at one time in one Unit shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

3.3 **Alternative power source**

Generators are prohibited. Invertors are permissible; provided that where an invertor is connected to the DB Board an electrical compliance certificate is required to be submitted to the Association.

3.4 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry on any part of the Unit or the common property so as to be visible from outside the buildings or from any other Unit.

3.5 Storage of harmful substances

No harmful substances or substances which contravene the Estate environmental management plan may be kept on the Estate. (This rule shall not apply to the keeping of such substances in such quantities as may reasonably be required for domestic purposes).

3.6 Attachments to Units

Nothing may be placed on or attached to a Unit, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request.

This item applies to the likes of external air conditioning units, awnings etc. even when not directly attached to the building.

For example, external air conditioning units must first be authorised by the Association, taking into account whether they might interfere with the peace and quiet of the Estate and whether the installation will not be aesthetically unpleasing. The positioning of the unit must be agreed by the Association prior to installation. The style and colour of external awnings are controlled by the Association and authorisation for their erection must be obtained prior to installation.

3.7 Fences (exclusive use gardens only)

Where additional fencing is required (other than that approved on original plan submissions), the style, and position must be strictly in accordance with the guidelines and no fencing may be installed until written approval of the Association has been obtained.

3.8 Dolls/play houses and jungle gyms (exclusive use gardens only)

Free standing doll's houses, children's play houses or jungle gyms (play centre's) in exclusive use gardens require written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and will have no possible detrimental effects on neighbours. It is recommended liaison be made with neighbours before any of the above are applied for.

3.9 Jacuzzis/ plunge pools and/or gazebos

Plans for jacuzzis/plunge pools and/or gazebos must be approved prior to installation.

3.10 Burglar guards/security gates

No Owner or occupier shall install any locking or safety device, safety gate or insect screen on the exterior of his Unit or any burglar bars either internally or externally of his Unit except with the prior written approval of the Association. When granting such approval, subject to the indemnity in clause 17 in favour of the Association and the Developer, the Association may prescribe any reasonable condition, including the condition that the nature and design of the device, gate and burglar bars are of a uniform nature and specification within the Estate. Any such device, gate, burglar bars, screens or guards shall at all times be maintained, repaired and/or renovated by the Owner or occupier to the satisfaction of the Association.

3.11 Curtains, blinds and linings

Curtains, blinds or any other fitment on windows directly visible from the outside of a Unit must be of appearance harmonious to the general Estate. Curtain linings, shutters and blinds should not present too harsh a view in relation to the colours approved for the exterior of homes and are therefore required to be substantially the same colour as the exterior wall in which it is viewed.

3.12 Appearance from outside

The Owner or occupier of a Unit shall not place or do anything on any part of the common property (including entertainment area balconies and gardens) which, in the discretion of the Association, is aesthetically displeasing or undesirable when viewed from the outside of the Unit.

Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or whatever, which in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.

No flags or flag poles may be displayed or erected on common property or exclusive use garden areas or on private residential units within the Estate.

4. UPKEEP AND MAINTENANCE OF UNITS

4.1 Internal maintenance of all Units

The maintenance of the inside of all Units is the responsibility of the Owner and is to be carried out by such Owner at his own cost.

4.2 External maintenance of all Units

The maintenance of the exterior of all Units in Sectional Title Schemes is to be carried out by the Association, the cost of which will be included in the levy payable.

4.3 Eradication of pests

As specifically required by the Sectional Titles Act No. 95 of 1986, as amended, (Regulations, Annexure 9, clause 11) an Owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Association, 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 the inspection, eradication of such pests as may be found within the section, replacement of any woodwork or other material forming part of the section which may be damaged by such pests shall be borne by the Owner.

5. UPKEEP AND MAINTENANCE OF GARDENS

5.1 Sectional Title Scheme gardens will be maintained by a contractor appointed by the Association, the cost of which will be included in the levy payable.

5.2 Planting of the common areas is not permitted by Owners.

5.3 Exclusive use garden maintenance

5.3.1 Every Owner of an exclusive use garden area shall be obliged to maintain his/her specific property to the standards as determined from time to time by the Association.

5.3.2 Where a contractor is employed, the Owner shall employ a contractor accredited by the Association.

5.3.3 Where in the opinion of the Association the condition of an exclusive use garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

5.3.4 Garden refuse generated privately by an Owner may be placed in approved plastic bags and may be placed in bin areas allocated by the Association for this purpose.

6. DOMESTIC REFUSE

- 6.1 The collection and removal of domestic refuse will be carried out by a contractor appointed by the Association and at times and frequencies determined by the contract.
- 6.2 All domestic refuse shall be put into approved plastic bags and may be placed in bin areas allocated by the Association for this purpose.
- 6.3 Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service is the responsibility of the Owner and the Owner shall make special arrangements with a private contractor and all costs thereof shall be for the Owner's account.

7. THE RIGHT TO KEEP AND CONTROL OF PETS

- 7.1 Only certain Units within the Estate are suitable for pets and the conduct rules of each Scheme will dictate this.
- 7.2 Where pets are allowed with the consent of the body corporate, written permission must be obtained from the Association. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.
- 7.3 At all times the number of dogs or cats or a combination of the two allowed per Unit will be limited to 2 (two).
- 7.4 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-
- 7.4.1 Dogs (limited to Units with exclusive use gardens)
- 7.4.1.1 Dogs must be of a breed, size and disposition, suitable in the opinion of the Association, to the area of the exclusive use garden to be fenced;
- 7.4.1.2 All bitches must be spayed and a veterinary certificate of compliance produced when permission is sought to keep the pet;
- 7.4.1.3 Each dog must at all times wear a collar with a name tag indicating the Owner's name and telephone number;
- 7.4.1.4 All dogs must be microchipped and a certificate of compliance produced when permission is sought to keep the pet;

7.4.1.5 Dogs must be kept in suitable enclosures and be prevented from straying. Stray dogs without a name tag will be will be handed over to the SPCA and any costs incurred will be for the Owner's account;

7.4.1.6 Dogs shall not be allowed onto Association/common property unless under strict control and on a leash. If any dog damages any property or defecates on any property, the Owner shall be required to repair the damage and/or remove the faeces, as the case may be. To this end Owners are advised to carry a scooper and plastic bags and excrement is to be placed in the sewerage system and not in the refuse bins.

7.4.2 Cats (limited to free standing Units)

7.4.2.1 All female cats must be spayed and tomcats neutered and a veterinary certificate of compliance produced when permission is sought to keep the pet;

7.4.2.2 Each cat must at all times wear a collar with a name tag indicating the Owner's name and telephone number;

7.4.2.3 All cats must be microchipped and a certificate of compliance produced when permission is sought to keep the pet;

7.4.2.4 It is a requirement that cats wear an audible bell on their collar to enable the wild birdlife to be forewarned of their approach.

7.4.3 Birds

Only small caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Parrots, parakeets and other loud squawking / screeching / talking birds will be subject to special noise restrictions. Aviaries, of any sort, are not permitted.

7.4.4 Other pets

Pigeons, poultry, livestock, snakes, reptiles and the like are not allowed to be kept on the Estate.

7.5 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a Unit for an extended period of more than a few hours. In the event of a resident of the Estate complaining in writing to the Association that a pet barking, howling, squawking, etc. constitutes a nuisance, the Association will investigate the matter, make a finding and recommendation to the Board which may make an order including that the pet shall, forthwith be removed from the Estate, which

order shall be final and binding and any costs incurred will be for the Owner's account.

- 7.6 Any animal, bird or reptile being on the Estate in contravention of these Rules shall be removed forthwith on notice from the Association.

8. **SECURITY**

8.1 **General security procedures**

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. Additional security arrangements over and above the security provided by the Estate may be arranged only through the security provider contracted to the Estate. Any such additional service will be for the account of the Owner directly with the supplier, subject to the indemnity in clause 17 in favour of the Association and the Developer. The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to the Estate.

8.2 **Reporting to security**

Security is a shared responsibility. Members must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

8.3 **Access**

It should be noted that all exit/entry movements are recorded on the security computer and are identifiable to an individual.

8.4 **Employees**

Prior to being engaged to work in the Estate, the Resident shall apply for registration of any proposed permanent or part-time domestic workers. Such application shall be accompanied by each employee's I.D. book and the payment of the prescribed fee. Such registrations shall be subject to clearance by security or the Association as per 8.5 below. Should the services of any employee be terminated, for whatever reason, then security and the Association must be notified immediately by the Owner or the Resident in order that de-registration may be effected.

8.5 **Security clearance**

All employees requiring access to the Estate will be required to sign a consent form for the taking of fingerprints and criminal checks for security clearance purposes which shall at all times be subject to security safeguards in compliance with sections 19 - 22 of the Protection of Personal Information Act No.4 of 2013.

8.6 Visitors/Services/Deliveries

Residents must follow the security procedures in force from time to time. Should a visitor arrive unannounced at a gate, the guard is under instruction to telephone the Resident being visited in order to seek permission to allow the visitor access to the Estate. Should the Resident be unavailable, the visitor will not be allowed entry. Residents bringing in visitors, even in Resident's vehicle, must sign in such visitors at the gate. Equally their exit should also be noted.

8.7 Residential guests

Where Owners have guests legitimately staying with them for a short period of time not, i.e. for more than 2 days and not exceeding 21 days and temporary personal access for such guests is required, the responsible Residents may report to the security office to register their visitors.

8.8 Pedestrian access

All pedestrians must proceed through the pedestrian turnstiles at the gatehouse.

8.9 Procedure at gate

Every Resident shall stop at all security control gate and then proceed when the boom opens. Should the automatic system not be operating then the Resident must liaise with the guard for the appropriate action.

8.10 Guarding service

Any dissatisfaction with, or complaint against, any guard or security service must be put to the Association in writing.

8.11 Respect for guards

The guards on the Estate have very specific jobs to do under strict rules. Abuse of guards by Residents cannot be countenanced and is strictly prohibited.

8.12 Contractor procedures

Residents must follow the security procedures for contractors and sub-contractors in force from time to time. Contractors are defined as any person/company appointed to construct buildings, do alterations, landscapers, garden maintenance, and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate. No contractor is allowed to walk on the Estate. Each person must be transported to and from their work site on the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being penalized.

9. CONTROL OF VEHICLES ETC.

- 9.1 Road traffic legislation, regulations and ordinances shall apply on the Estate. For the purpose of these Rules, "vehicle" shall mean a vehicle as defined in Section 1 of the National Road Traffic Act No 93 of 1996, as amended from time to time, including any device designed or adapted mainly to travel on wheels.
- 9.2 The roads throughout the Estate are for the use of all and this places additional responsibility for awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.
- 9.3 A maximum speed limit of 25 (twenty five) km/ph. shall apply provided that lower speed limits may be imposed by the Association where it deems fit.
- 9.4 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.
- 9.5 Pedestrians must be given the right of way on the roads within the Estate and at their applicable crossings.
- 9.6 No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's licence and the vehicle is licenced for use on a public road.
- 9.7 Parking on sidewalks and open lawned areas is prohibited, and parking is limited to areas so designated for that purpose. The Association shall have the right to wheel clamp any vehicle found to contravene this Rule 9.7 and to fine the resident responsible therefore and to keep the vehicles wheels clamped until the fine has been duly paid. Where the vehicle is causing an obstruction the Association may have the vehicle removed at the cost of the Resident responsible therefore.
- 9.8 The use of car hooters within the Estate to beckon or attract Residents or domestic workers is prohibited.
- 9.9 Any caravan, boat or trailer may be parked inside the Estate only with the written permission of the Association. Such permission will only be given if such item can be situated inside an enclosed garage/in an undercover parking bay.
- 9.10 Scooter bikes, beach or dune buggies, off road bikes, or any motorised vehicles or scooters, etc. with noisy engines/exhausts must be in possession of a valid licence. Such vehicles may only be driven on the roads in a quiet manner to get between residences or to allow access from the gates to the residence and back. "Roaring" around the Estate is not permitted.

- 9.11 No quad bikes are permitted on the Estate other than those used by Estate security or maintenance staff.
- 9.12 Skates (skateboards, in-line skates, roller blades, roller skates, etc.) and bicycles may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating/cycling and get off the road when pedestrians or vehicles approach.
- 9.13 No child shall be permitted to ride or operate any powered or unpowered form of transport, including a bicycle, tricycle, skateboard or similar device, within the Estate unsupervised. The sole responsibility in respect of the riding or operation of any powered or unpowered transport within the Estate by a minor child shall rest with the parent or guardian of such child.
- 9.14 No repairs to or dismantling of any vehicle may be carried out on the Estate or sectional title common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 9.15 Oil, grease or fluid must not be allowed to soil any portion of the Estate or Sectional Title Scheme common property and should this occur the Owner shall be responsible to expeditiously clean and remove all traces.
- 9.16 Furniture removal/deliveries are not permitted without the prior written consent of the Association on Sundays or public holidays nor before 07:00 and after 17:00 on weekdays nor before 07:00 and after 15:00 on Saturdays.
- 9.17 No vehicles in excess of 3 tons may enter the Estate. Should the delivery vehicle be more than 3 tons then a shuttle must be provided in these circumstances it is the Owner's responsibility to ensure that that the delivery company is forewarned.
- 9.18 No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
- 9.19 The Board reserves the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their discretion deem necessary.

10. **OPEN SPACES AND ENVIRONMENTAL ASPECTS**

- 10.1 The Association shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora in accordance with the Estate environmental management plan for the use by, and the enjoyment of, all Residents. All persons using these areas

are urged to do so with the utmost respect for nature. The Association's Rules regarding these areas are as follows:

- 10.1.1 No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by Residents.
- 10.1.2 The lighting of fires in any open space on the Estate is prohibited, other than in a proper fire pit specifically built for that purpose.
- 10.1.3 Picnicking is permitted on common property under the jurisdiction of the Association; however please respect the privacy of Residents.
- 10.1.4 Braaing is restricted to the designated braai areas provided.
- 10.1.5 Disturbing, collecting or destroying of plant material is prohibited, unless authorized by Estate Management.
- 10.1.6 Disturbing, harming or destroying any wild animal, reptile, insect or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Management).
- 10.1.7 The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.
- 10.1.8 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.
- 10.1.9 The pollution of any dam, pond or stream is prohibited.
- 10.1.10 No person shall conduct any gardening and/or landscaping on common areas or pick any flowers or plants on or about the common areas (without the prior written authority of the Association).
- 10.1.11 The Association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.
- 10.1.12 No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Estate Management. (This rule shall not apply to legitimate emergency services performing special duties or rescue operations).

11. LETTING AND RESALE

11.1 Consent of the Association required when letting or selling

The consent to let/sell a property within the Estate must first be obtained by the Owner in writing from the Association by way of clearance certificates. Such consent shall be subject to all dues having been fully paid and all other conditions of the Association having been satisfactorily discharged.

11.2 Conditions for letting

11.2.1 An Owner (or his agent) who intends to let a Unit shall –

11.2.1.1 along with his proposed tenant, complete the formalities, requirements and documents, in particular the use of the standard agreement of lease [No other agreements will be accepted.] as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of tenants;

11.2.1.2 furnish his tenant with a copy of these Rules; and

11.2.1.3 furnish the Association with a copy of the relevant signed lease at least 5 working days before the commencement of the lease which lease shall be for a fixed duration and which contains a clause in terms of which the tenant acknowledges and agrees that these Rules are binding upon him and are enforceable against him by the Association and a clause that the tenant shall become the Purchaser's nominee for membership of the Clubhouse for the duration of the lease.

11.2.2 Approval by the Board of the Association will not be valid unless conveyed in writing by the Association to the Owner and the prospective tenant.

11.2.3 Clause 11.2.1.2 notwithstanding, the Owner must be aware that any contravention of the Rules by any tenant or his guest/invitee shall be deemed to be a contravention by the Owner.

11.2.4 Every tenant shall be required to register with the Association on arrival failing which the Association shall be entitled to deny that tenant access to the Estate.

11.2.5 Tenants may use the Clubhouse as nominee of the Owner whilst in residence on the Estate but are subject to these Rules whilst so resident.

11.2.6 If any tenant, guest, employee or other invitee of any Member fails to comply with any of the provisions of these Rules, the Association shall be entitled to deny that tenant, guest, employee or other invitee access to the Estate.

11.2.7 Any form of short term letting or advertising for short term letting is strictly prohibited. Short term letting is defined as any form of letting in which the Owner allows a third party to occupy his Unit for a period of less than 3 months, irrespective of such consent to occupy being in writing or verbally.

11.2.8 Should any tenant be considered in the opinion of the Association to be or to have become unsuitable or undesirable, or should the nominee lessee cease to be a Member of the Association, the Owner shall on notification from the Board of the Association immediately serve such tenants with a notice to depart from the Estate within one month. No reasons for its opinion need be given by the Board. Any costs incurred through termination of any agreement with a tenant shall be for the Owner's account and no claim for loss of damages in this connection will be entertained by the Association.

11.3 **Conditions for resale**

11.3.1 An Owner wishing to sell or transfer his property must comply with all the requirements and special conditions as prescribed by the Association from time to time.

11.3.2 The consent to transfer ownership of property within the Estate must be obtained in writing from the Association by the conveyancers upon payment of a prescribed fee to be determined annually by the Board of the Association. The consent shall only be provided once the Owner has settled all levies and fulfilled all other obligations to the Association and the new owner has signed an application for membership of the Association, agreeing to become a member of the Association and to abide by its Memorandum, Rules and any other requirements of the Association, and to become a member of the Clubhouse and abide by its Rules and such application has been accepted by the Association and all amounts due and payable have been paid or secured to the satisfaction of the Association.

11.4 **Use of estate agencies**

An Owner wishing to dispose of a Unit/let a Unit within the Estate and who requires the services of an estate agency in regard to such disposal/letting must arrange the sale through the accredited estate agency/agencies mandated by the Association.

11.5 **Association fee for resale/letting**

In order to ensure all requirements of, and obligations to, the Association are met, the Association shall charge an administration fee to the Owner, in amount to be determined by the Board from time to time. Where an estate agency is involved, this fee shall be payable to the Association by the estate agency concerned.

11.6 Security access

Owners may not under any circumstances hand over access cards, where applicable, to the new owners or tenants and such cards must be handed in at the Association's office for cancellation. New Owners and tenants must apply, and pay for, their own new individually registered security access cards, where applicable.

11.7 Change of Ownership (Corporate or Trust owned sections)

If an owner is a company, close corporation or trust, then no shares, member's interest or beneficial interest in the Owner shall be allotted or transferred so as to result in the alteration of the control of the Owner except with the prior written consent of the Association (which consent shall not be unreasonably withheld) and after the Association has issued a clearance certificate to the effect that all levies have been paid or that provision has been made to the satisfaction of the Association for the payment thereof. Where the change to ownership occurs as set out above, the new ownership shall, subject to Article 23.17 of the Memorandum, be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place. At reasonable times, an owner shall permit the Association, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters of Authority and any other document as requested in order to ascertain details of the owner.

12. CONDUCT

12.1 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Residents. In particular and without limiting the generality of the foregoing –

12.1.1 burglar alarms must comply with any regulations which the Association may make with regard thereto from time to time;

12.1.2 all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;

12.1.3 the use of noisy machinery and power tools outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;

12.1.4 all work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval is given by the Association for

building operations to take place outside such hours. Home Owners must ensure that all builders/contracts comply with the rules and guidelines;

- 12.1.5 Loud music is not allowed and all other undue noise must cease between 22:00 and 06:30. At weekends mechanized equipment, including but not limited to lawnmowers, edge trimmers and power tools, may only be used on the Estate on Saturdays between 08:00 and 14:00 and not at all on Sundays and Public Holidays.
- 12.2 Fireworks are strictly prohibited.
- 12.3 No animal, bird or reptile may be slaughtered within the Estate.
- 12.4 The following behaviour will not be tolerated:
 - 12.4.1 consumption of alcohol in public or beyond the boundaries of the Owner's unit;
 - 12.4.2 Owner or person being in possession of alcohol that is not sealed in the public area of the estate;
 - 12.4.3 malicious damage to property;
 - 12.4.4 driving any form of vehicle whilst under the influence of alcohol;
 - 12.4.5 Owner or person being in possession of estate property unlawfully;
 - 12.4.6 reckless endangerment of lives or animals/birds on the estate;
 - 12.4.7 assault, attempt there-of, intimidations or threats of violence;
 - 12.4.8 public indecency;
 - 12.4.9 illegal trespassing.
- 12.5 All Estate bulk supply installations, wastewater treatment works, generators, pumps, etc. are strictly out of bounds to everyone other than the Board and their appointees.
- 12.6 In the event of differences or annoyances arising between Owners and/or the parties shall, in the first instance, attempt as far as possible to settle the matter between themselves while exercising respect, tolerance and consideration. Should any dispute between owners not be resolved privately then an appeal

may be made in writing to the Association seeking a ruling/resolution to the problem. Any dispute between Owners which remains unresolved shall be submitted to arbitration as set out in article 34 of the Memorandum.

13. EXTENSIONS AND ADDITIONS

13.1 Prior to embarking on any extensions to buildings or the additions of fences, plunge/swimming pools and jacuzzis, the Owner must follow the procedures contained in the Sectional Titles Act No 95 of 1986, as amended and the Association's Development and Architectural Controls and Rules.

13.2 To enable the Association to consider any such request for approval the Owner shall provide the Association with the following:

13.2.1 a site diagram showing:

13.2.1.1 the cadastral boundaries of the Scheme,

13.2.1.2 the external boundaries of the building footprint;

13.2.1.3 the position of the extension to be erected/position of the additions;

13.2.1.4 the position of the applicable exclusive use areas, if any.

13.2.2 a detailed sketch plan of the extension or additions giving details of all external finishes as well as all elevations and sections sufficient to indicate the required site works,

13.2.3 details of construction materials to be used;

13.2.4 the fee prescribed by the Association in respect of the perusal and approval of building plans; and

13.2.5 a geo-technical report of the Property undertaken by a professional geo-technical engineer, if required.

13.3 Once approval is obtained from the Association the plans must be submitted to the local authority for their approval. (It being a condition that the association's prior approval is submitted to the local authority).

13.4 No construction or installation may commence prior to the full Association and local authority approvals having been received.

13.5 Any extension shall be designed and supervised by a professional architect accredited by the Association and any extension or addition constructed by a contractor accredited by the Association.

- 13.6 Every building contractor shall be required to abide by such rules and regulations as may be made by the Association controlling construction activities and to sign such prescribed undertaking as may be determined by the Association with regard thereto. A building contractor will not be allowed to undertake any building work on the Estate until such time as the undertakings referred to in this rule have been given.
- 13.7 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the Estate.
- 13.8 New work or work consisting of extended or altered floor area may not be occupied without it first being granted the Association's and local authority's "Occupation Certificate".

14. **CLUBHOUSE AND ASSOCIATED AMENITIES**

The Clubhouse shall house a lounge, bar, diningroom, the Association offices, boardroom, change rooms, children's play area and associated amenities. The facilities may be booked for functions through the Association.

14.1 **Opening hours**

- 14.1.1 The Clubhouse opens daily at 07h00 and closes at 22h00, excluding Easter Friday, Christmas Day and New Year's Day. Sporting facilities may not be used by the Members on those days.
- 14.1.2 The Diningroom kitchen closes at 20h30 and the Clubhouse closes completely at 22h00.
- 14.1.3 The Association Office hours are 08h00 to 16h30, Monday to Friday.

14.2 **Membership and guests**

- 14.2.1 Owners shall be obliged to become and remain a member of the Clubhouse for the duration of the ownership of a Unit. Membership of the Clubhouse shall entitle the Owner and his invitees to utilize the facilities of the Clubhouse, subject to the Association's rules and regulations and the payment of the relevant fees. Where the Owner is a syndicate or partnership of respective co-owners, each such co-owner shall be required to become a member of the Clubhouse. Where the Owner is an artificial person (such as a close corporation, company or trust) these conditions of membership will apply in respect of each individual nominee of the Owner.
- 14.2.2 The Owner shall make payment of the non-refundable entrance fee as determined by the Association from time to time. It is recorded that every subsequent owner of the Unit shall be required to pay an entrance fee to the Clubhouse as laid down by the Association from time to time.

- 14.2.3 The Owner shall commence payment of the monthly subscription on the date of occupation of the Unit, which shall be incorporated into the monthly levy payable to the Association. The Owner shall receive vouchers monthly equivalent to the monthly subscription for the bar and diningroom for use during the calendar month only. Unused vouchers will not be carried over to the succeeding month.
- 14.2.4 The aforesaid subscription may be escalated by the Association annually, in its sole and absolute discretion, provided that such escalation shall not exceed 10% or the rate (expressed as a percentage) by which the consumer price index for all categories and for the whole of the Republic of South Africa, shall have escalated (on a year on year and not on an average basis) over the preceding calendar year, whichever is the greater.
- 14.2.5 It is recorded that the Clubhouse is an Association facility and that the Owner (or any other member) shall not be entitled to partake in the management of the Clubhouse.
- 14.2.6 In the event of the Owner leasing the unit, then in that event, the Owner shall nominate his tenant as the beneficiary of the Owner's membership of the Clubhouse, in which event the tenant shall be entitled to exercise all the Owner's rights of membership of the Clubhouse to the exclusion of the Owner, including receiving the benefit of the vouchers referred to in 14.2.3 monthly. The tenant shall be obligated to register with the Association in order to receive these vouchers monthly. The Owner shall remain responsible for all his obligations to the Clubhouse, including payment of the monthly levy and other amounts due to the Association, and it shall be the responsibility of the Owner to recover such amounts from his tenant.
- 14.2.7 Members may introduce their guests to the Clubhouse buildings and club grounds and sports facilities and the guest may remain in these above areas only so long as the member is also on the premises. No member shall introduce any guest who has been barred or expelled from the Clubhouse or not accepted as a member of the Clubhouse. Members are responsible for any non-payment of Clubhouse debts incurred by his guests and should ensure that his guests abide by the Clubhouse rules. A member may bring his family to the Clubhouse for dining or social purposes at any time.

14.3 **General**

Liquor and or other provisions may not be brought to or removed from the Clubhouse premises without prior consent of management. No unlawful gambling is permitted on Clubhouse premises. Dogs are not permitted in the Clubhouse or on surrounding areas. The amenities must be used in such a way as to not create an unreasonable nuisance or disturbance to those residents living in close proximity thereto. No person shall use the amenities in a manner so as to

interfere unreasonably with other persons using the same amenities. Radios and music players may not be used in the vicinity of the amenities.

14.4 Dress regulations

These days when strict conformity in dress is out-moded it is difficult to apply rules. However members and guests are still required to be neatly and presentably dressed. Even when their attire is casual the management reserves the right to make the distinction and will not hesitate to exercise this right. Extremes of "casualness" cannot be tolerated. We take pride in our club and the welfare of all our members and guests is paramount.

14.5 Children

Families with children are welcome at the club. Children must be accompanied by and under the supervision and control of their parents and or accompanying members. Children accompanied by an adult are welcome in all areas of the club except the bar counter. Young children must be closely supervised at all times. Bicycles, skateboards, scooters, roller blades and the like are prohibited in the immediate vicinity of the Clubhouse and the parking areas,

14.6 Discipline

Members shall not commit any breach of the Rules nor shall they introduce to the clubhouse and its amenities any person whose presence is prejudicial, nor shall they be guilty of unsportsmanlike or ungentlemanly conduct whether on or outside the Clubhouse premises. The Board may, after giving the Member the opportunity of being heard, warn or suspend the member which suspension shall in no way alleviate the purchaser's obligation to pay the aforesaid monthly subscription fees. Neither the Association, nor its managers, employees nor servants are liable for loss, damage or injury to personal property suffered by any members or his guest while on the Clubhouse premises or while active in a Clubhouse amenity elsewhere.

14.7 Amenities

- 14.7.1 The amenities may be used between the hours of 07h00 and 22h00 each day.
- 14.7.2 Court bookings should be made at the Association office but may not be for more than seven days in advance.
- 14.7.3 An adult must continuously accompany children under the age of 10 or children of any age who cannot swim.
- 14.7.4 Tennis nets and pool furniture must not be removed from the facility.

- 14.7.5 No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only the appointed persons (outside agents or specially authorized residents) may operate the equipment.
- 14.7.6 Surfboards/boogie boards, cold drink cans, glass and hard objects of any sort are totally prohibited in the pools.
- 14.7.7 Changing rooms are for the benefit of Members and should be kept clean and tidy at all times.

15. **EMPLOYEES OF RESIDENTS**

This rule is to be read in conjunction with Rules 8.4 and 8.5 above.

15.1 **Around the Estate**

Employees are expected to walk directly from the gates to the residence and back. Employees are not permitted to wander the Estate.

15.2 **Live-in employees.**

Should any Owner desire that an employee reside on the Estate a written application must be made to the Association's offices. Consideration will only be given if it can be shown that suitable accommodation within the house exists for the employee. Accommodation must consist of a minimum of a bedroom, and suitable ablution facilities as well as a separate outside area where the employee can relax when off duty.

15.3 **Visitors**

Live-in employees are permitted to receive personal visitors on the Estate only if this is requested by the Resident and cleared by security in accordance with Rule 8.6 above. Visitors, if on foot, are expected to walk directly from the gates to the residence and back.

15.4 **Overnight stays**

Should any Resident require their employee [not registered as a Live-in employee – see 15.2 above] to stay overnight security must be timeously advised. The employee will be required to be accommodated within the house with suitable accommodation as per 15.2 above.

15.5 **Termination of employees' services**

Should the services of any employee be terminated, for whatever reasons, then the Resident is required to immediately comply with Rule 8.5 above.

16. LEVY PAYMENTS

- 16.1 Owners are required to pay levies in full and in advance by the 1st day of each and every month. In order to ensure this each Owner must complete a debit order in favour of the Association on an account with a South African registered commercial bank.
- 16.2 Where in the case of a debit order not being honoured, for whatever reason, and an Owner becomes in arrears at the 7th of the month, such Owner shall pay interest, at 3% above the current prime overdraft rate of Investec Bank, and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- 16.3 Owners still in arrears at the end of a month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.
- 16.4 All debts of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these Rules due by an Owner to the Association shall be included in the levy account and deemed to be part of the levy due by the Owner and subject to the Rules applicable to levies.
- 16.5 Levy amounts may not be reduced either against real or perceived, partial or non - provision of services or for any other reason unless previously discussed with and sanctioned by the Association in writing.
- 16.6 In the event that a Member owes the Association in respect of arrears levies due and the amount is not in dispute, such Member will lose his rights as a Member to vote at any annual general or extraordinary general meeting of the Association.
- 16.7 No Unit may be transferred without a certificate by the Association confirming that all levies and other amounts owing by the member of the Association have been paid in full or secured to the satisfaction of the Association.

17. BREACH OF OR FAILURE TO COMPLY WITH THE RULES

- 17.1 Should an Owner, his lessee, invitee, guest, servant, employee or occupier of his Unit commit a breach of, or not comply with, any of these Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Association to remedy such breach or non-compliance, the Association, shall be entitled to take such actions as are available to it in terms of these rules and the Act.

- 17.2 Failure by an Owner to comply with any provisions of any rules may result in:
- 17.2.1 a call for an explanation and/or an apology; and/or
 - 17.2.2 a reprimand and a request to comply; and/or
 - 17.2.3 the imposition of a fine or fines; and/or
 - 17.2.4 the withdrawal of any previously given consent applicable to the particular matter; and/or
 - 17.2.5 an order to pay for any damages resulting from non-compliance with any rule; and/or
 - 17.2.6 the hand-over to the attorneys of the Association for the appropriate recovery or legal action; and/or
 - 17.2.7 the referring of any unresolved matter to arbitration; and/or
 - 17.2.8 application to the courts for the enforcement of the rule/s or other action.
- 17.3 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Board of the Association, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.
- 17.4 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.
- 17.5 The rights of the Association as referred to above are without prejudice to any other rights that they may have in terms of the Companies Act No. 7 of 2008 or law in general.
- 17.6 In the event of any Owner disputing in writing, which notice of dispute shall be delivered to the Association within 14 days from date of delivery or postage of the breach notice, the fact that a breach has been committed, a Committee consisting of the Chairman of the Board together with two other directors appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct (provided that natural justice shall be observed).
- 18. DISCLAIMER OF RESPONSIBILITY**
- 18.1 The Association, its directors, employees, servants, agents and lawful invitees, and the Developer, shall not be liable for any injury to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the

Estate regardless of the cause thereof, nor shall the Association be responsible for any theft of property occurring on the Estate. Owners hereby acknowledge that they shall not, under any circumstances, have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

- 18.2 The Association, its directors, employees, servants, agents and lawful invitees, and the Developer, shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 18.3 Owners shall accept responsibility for and indemnify the Association, its directors, employees, servants, agents and lawful invitees, and as a stipulation alteri, the Developer, against all claims by any person arising from any injury or loss or damage as contemplated in clauses 18.1 and 18.2 above.