



## **ELEPHANT ROCK ECO ESTATE HOME OWNERS RULES**

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## 1. INTRODUCTION

Living on the Elephant Rock Eco Estate means being part of a community of people who share a secure and high-quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code of conduct by which members may live together, reasonably, and harmoniously, to the benefit of all without interfering with others' enjoyment.

Genuine respect and consideration by all residents for one another will obviously assure agreeable accord on the Estate. In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between them, exercising respect, tolerance, and consideration. The Board of your Association, in terms of the MOI, is given the power to make rules for the management, control, administration use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule.

Quite rightly, the MOI requires the rules to be reasonable, binding on, and to apply equality to all members. Based upon this rationale, the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair conduct. The Association 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 separate of the levy due by the Owner implicated. Further, the Board may enforce provisions of any rule by application to the courts.

## 2. DEFINITIONS

- 2.1. **“MOI”** means the Memorandum of Incorporation of the Association;
- 2.2. **“HOA”** means the Elephant Rock Home Owners Association;
- 2.3. **“Common or Communal Property”** Property and assets of the Association;
- 2.4. **“Developer”** means Elephant Rock Eco Estate (Pty) Ltd;

- 2.5. **“Unit”** means land, stand, dwelling, and outbuildings or part thereof;
- 2.6. **“Member”** means member of the Elephant Rock HOA
- 2.7. **“Owner”** means a Purchaser, Member, Co-owner, Trustee, Lessee, Family Member, Invitee or Guest;
- 2.8. **“Board”** board of Directors of the HOA;
- 2.9. **“A.C.”** Aesthetic Committee of the HOA;
- 2.10. **“Functions”** mean any celebration function, party, ceremony, reception, event, or gathering;
- 2.11. **“Non-Resident Domestic Employee”** means an Employee that's employed within the Estate but do not reside on the Estate;
- 2.12. **“Association”** the Home Owners Association of Elephant Rock;
- 2.13. **“Estate Management”** Management that is employed by Elephant Rock HOA to manage the Estate

### **3. PROMULGATION OF RULES**

#### **3.1. Regular revision and publication of Rules**

As from the date of promulgation of these rules they shall all apply forthwith and all Residents/owners shall be required to abide thereby. In terms of Clause 9 of the MOI, the Board has the power to make, add to, amend, or repeal these rules. These rules will be re-printed on a regular basis and will include any changes or amendments made in the preceding period. The date of the update will be printed at the foot of each page.

#### **3.2. Conflict of existing practice with new Rules**

Any existing practices in conflict with the new rules shall cease immediately, unless otherwise resolved as follows: Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the board may be approached via the Estate Manager, and or Managing Agent requesting (or the Board in its own right may decide) the Board to make a final decision. Consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled, any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

Contravention of the rules by any person who gains access to the Estate under the Authorization of a member shall be deemed to be a contravention by that member.

### **4. GENERAL**

#### **4.1. General Conduct**

Respect and general consideration by all members and residents for all other members and all users of the Estate should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance of residents, or their rights, in any manner deemed by the Association to be unacceptable to harmonious

living is strictly prohibited.

**4.2. Adverts/publicity Material**

No private, religious, or commercial advertising notices or brochures of any kind are permitted to be distributed within or around the Estate. This does not include letters or notices to Owners from the Association.

**4.3. Auctions/Jumble Sales/Garage Sales**

Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Estate Management).

**4.4. Curing of Meat etc.**

No meat, skin, fish, or carcass may be hung up to dry or to cure within the Estate.

**4.5. Domestic and garden refuse**

All domestic refuse shall be put into black plastic bags purchased by the Owner and kept in an animal proof bin, purchased by the Owner. This will be located in a suitable place within the property and screened from public or neighbours' view. On prescribed days and times, the bags will be collected. See description in Guidelines.

Recycling is highly recommended and there will be a minimum requirement for the recycling of glass, paper, and metal. The Association may from time to time introduce further mechanism as may be decided to at a HOA Annual General Meeting. The Association will provide designated bins/stations where residents can drop off such items themselves.

Garden refuse will also be collected on prescribed days.

**4.6. Helicopters**

No Helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Estate Manager. This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations.

**4.7. Hooting**

The use of car hooters within the Estate is prohibited for any reason whatsoever.

**4.8. Signs**

4.8.1. No signs may be displayed on the Estate (displaying the name of

builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, and the like)

4.8.1.1. This rule shall not apply to the regulation notice boards required by the Guidelines for the erection of new buildings, nor to Security signs depicting zones on the perimeter fence.

4.8.2. All decorative house name boards must conform as to size, colour and position, within the requirements of the Estate.

4.8.3. No flags, flag poles, or radio aerials on poles may be erected on private residential units anywhere within the Estate.

4.8.3.1. This rule shall not apply to Association, Club or Commercial property, provided approval of the Association is obtained.

4.8.3.2. Under special circumstances for religious reasons only, relaxation may be considered upon written application to the Board but no guarantee that permission will be given is implied.

#### **4.9. Satellite and Wi-Fi dishes**

Terrestrial and Satellite TV as well as Wi-Fi are all the prerogative and responsibility of the Owners. Positioning of dishes and aerials is subject to permission being obtained from the A.C. prior to installation, and provided that these are erected in accordance with the architectural guidelines.

#### **4.10. Shade Cloth**

The use of any kind of shade cloth, if visible to the public or neighbours is prohibited.

#### **4.11. Use of and Conduct in Open Spaces**

No member or any guest of such member is permitted to light a fire for whatever purpose in any open space, save in areas specifically designated for such activities by the Association.

Disturbing, collecting or destroying of plant material whether dead or alive, is prohibited except by authorization from the Estate Manager. Disturbing, harming or destroying any wild animal or bird is prohibited. Should wild animals become a nuisance, the problem should be brought to the attention of the Estate Manager.

### **5. PLANNING AND AESTHETICS DESIGN RULES**

#### **5.1. Construction of dwellings**

All houses/dwellings on the Estates are to be designed and built by Professional

Designers and Professional building contractors approved by Association in terms of the MOI.

**5.2. Designs to comply with guidelines**

- 5.2.1. The design and construction of all proposed new building, extensions, alterations to building/s and any material change, must be approved by the Association prior to any work being commenced.
- 5.2.2. The required local Authority approvals must be obtained for all new buildings, alterations, extensions, gazebo's etc.
- 5.2.3. All buildings, fences and gardens shall strictly adhere to the comprehensive Architectural Guidelines, Town Planning Controls and Landscaping Guidelines for the Estate.

**5.3. Plan approvals**

The procedure to be followed in respect of the submission and approval of plans will be included under the Architectural Guidelines and/or rules. No construction or installation may commence prior to full Association and Local Authority approvals.

**5.4. Certification of Completion**

No dwelling may be occupied without first having been cleared by The Association's certificate confirming that the buildings have been erected in accordance with the approved plans that requirements of the specific guidelines have been met and the local Authority's Occupation or Beneficial Occupation Certificate has been issued.

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

**6.1. Use of a Dwelling**

The Maruleng Local Municipality Town Planning Scheme in force shall govern the use of a dwelling at the time, or any other approved scheme applicable to the Estate from time to time. A unit may be used for residential purposes only (i.e.: No trading whatsoever will be allowed nor will any business operation which necessitate staff/clients visiting the dwelling/ accessing the estate, or the registration of the premises as a business in terms of the Town Planning Scheme) This rule is not applicable to the property zoned for commercial purposes (Main Lodge) Although the letting of individual house will be allowed.

**6.2. Occupation**

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed ten.

**6.3. Drying of Washing**

No garments, household linen or general washing of any nature may be hung or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from the roads or any of the common areas and must be reasonably screened from the direct view of neighbours.

**6.4. Storage of Harmful Substance**

No harmful or inflammable substances, or substances which contravene the EIA (if applicable), may be kept on the Estate, (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).

**6.5. Attachments to Units**

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the Estate Management. The request for such approval 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).

**6.6. Fences**

No fencing of individual earth is allowed on the estate, only approved swimming pool fencing may be erected within a maximum area of 2 meters around the edge of a swimming pool.

**6.7. Gazebo's**

Plans for gazebos must be approved prior to the installation.

**6.8. Garden/ Tools Shed**

Freestanding sheds for tools or gardening equipment are prohibited.

**7. UPKEEP AND MAINTENANCE OF RESIDENCE**

**7.1. General House Maintenance**

The exterior of every dwelling together with pool fences, driveways, etc. must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

**7.2. Standards of House Maintenance**

If in the opinion of the Estate Management, the conditions of a dwelling are not up to the standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time.

### **7.3. Failure to comply**

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 separate of the levy due by the Owner.

## **8. UPKEEP AND MAINTENANCE OF GARDENS**

### **8.1. General Garden Maintenance**

If applicable, the Association requires an acceptable standard of garden maintenance where in the opinion of the Association the condition of a garden is not up to the required standard of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time.

### **8.2. Failure to Comply**

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 separate of the levy due by the Owner.

### **8.3. Refuse**

Domestic refuse is to be stored within a baboon-proof enclosure which is to be accessible on the days of the week appointed for collection of refuse in the specific area of the Estate.

## **9. PETS**

The keeping of pets of any description is allowed on the Estate ONLY after written application with the necessary permission has been made to the Estate Management.

Please refer to **Annexure "B"** for detailed Pet Rules.

## **10. SECURITY**

### **10.1. General**

All security procedures in force, updated by the Association from time to time, shall always be strictly adhered to by all persons inside the Estate.

### **10.2. Vacant Houses**

It is advisable to report vacant or unoccupied houses to Security, Security will conduct daily inspection on the Property to ensure all is well for the period the house is unoccupied. Contact numbers and key holder information must be



supplied to Security in case of an emergency, please ensure that burglar alarms are armed and all windows and doors are secured prior to leaving.

### **10.3. Emergency evacuation**

If at any time a need arises to evacuate in part or the whole of the Estate, instructions will be given as to the congregation point. Main assembly points will be determined by the Association under guidance of the local Fire Department or related firefighting body. Please ensure that if an evacuation is required. Each person on the property has been evacuated to the appropriate assembly point. The Association will ensure that a formal Risk/Disaster Management Plan will be in place and a copy of such, including a structured evacuation plan, will be supplied to each member of the Association.

### **10.4. Reporting**

Reporting is a shared responsibility. Owners must report any suspicious or unlawful occurrences to Security immediately as it is seen or perceived.

## **11. ACCESS**

### **11.1. Access discs**

- 11.1.1. Access discs are issued to an individual only. Only property owners, tenants, or persons authorized to work on the Estate may be issued access discs.
- 11.1.2. An access disc may not be used by anyone other than the person to whom it is issued.
- 11.1.3. Access discs may not be handed over to family, friends, or others with the intention of allowing them entry to the Estate; only one disc may be issued per person.
- 11.1.4. Each person issued an access disc has been classified into a particular security level.
- 11.1.5. Each security level has different permissions to relate rules e.g. residents have 24-hour access at all points and everyone else limited access based on specific gate, times allowed, and days of the week permitted.
- 11.1.6. Each owner is responsible for the safe keeping and proper use of his/her individual access disc and shall not permit the use thereof by unauthorized persons. (It should be noted that all exit/entry movements are recorded on the Estate security system and are identifiable to each individual).
- 11.1.7. Access to the Estate by use of an access disc is limited to residents, registered domestic workers, and to other authorized and security-cleared persons. Additional access discs for non-resident family members of owners are subject to individual application and to approval by Security Committee.
- 11.1.8. On application for an access disc the Applicant must produce the original and copy of his/her identity document. Discs are obtainable from the Estate Security Control Room.

- 11.1.9. Procedures are in place to monitor the swapping of or loan of discs to persons other than those to whom they were issued. If any person, other than the authorized holder, uses an access disc, it will be suspended until reactivation is authorized by the Estate Manager.
- 11.1.10. Residents should register every family member for an access disc. Therefore, children who are permitted to enter and leave the Estate on their authority will be able to freely enter and exit the Estate.
- 11.1.11. In the event of the theft of a disc, it shall be immediately reported to security to deactivate the disc.

## **11.2. Security Gates and Booms**

Every member shall stop at all security control gates/internal booms then proceed by operating his/her access disc. Should a member not be in possession of an access disc, or should the automatic system not be operating, the member may only proceed on being allowed to do so by the guard on duty.

## **11.3. Pedestrians access**

All pedestrians going through the gates must use their proximity access discs and proceed through the pedestrian turnstiles. Visitors are not permitted to traverse the Estate on foot. The person being visited must uplift his/her visitor from the gatehouse. Non – disc holders are not permitted to walk on the Estate unaccompanied by a resident.

## **11.4. Access & Egress to and from Estate**

Access and egress to and from the estate is controlled. No person may enter the Estate without having prior authorization and having been cleared by security. Security is permitted to detain any person on exit to determine his/her identity prior to allowing them to leave. Between 22h00 and 05h30 all persons (including residents) leaving the Estate will have their identity confirmed by the senior security officer on duty before the person is allowed to leave the Estate. The guard may ask for certain individual information from the person to confirm identification. Security personnel will be given strict instructions to ensure the identity of persons leaving the Estate between these times. This is necessary to ensure the identity of persons driving out at night.

## **11.5. Visitors procedures**

### **11.5.1. Day visitors**

Are defined as any visitor entering and exiting the Estate during the course of one calendar day. All visitors must be confirmed prior to their arrival at the Estate. If this is not possible, Security has been given instructions only to allow visitors' entry after confirmation has been made with the resident.

The resident must be home or prior arrangements must have been made with the security manager, in order for the visitor to be allowed in all visitors will be signed in a "Visitor Register" and may be issued with a visitor's card. On exit, the card must be returned to the guard. On exit, the visitor will be signed out after the guard has confirmed the details of the visitor. The guard will ensure a record of the number of people who entered matches the number leaving; if not, the guard will make enquiries and investigate the whereabouts of missing persons.

11.5.2. Overnight visitors

Are defined, as any visitor remaining on the Estate after 23h00 on the day of entry and leaving before 23h00 on the following day. The residents must always report overnight visitors to Security. Security has been tasked with ensuring all visitors that have entered during the day have departed by 23h00. Security shall be informed when your visitor is expected to stay over or beyond this time. Security has been instructed to check with the resident if a visitor has not exited the Estate by 23h00.

11.5.3. Extended stay visitors

Are defined as visitors who will be staying over on the Estate for 2 nights or more, whether for the purposes of house sitting or any other. Visitors who will be staying over for a few days must inform Estate Management who, in turn, will inform Security. The Visitor will be issued with a temporary visitor access card that will only be enabled for the period for which the Visitor has approval. The access card must be returned to the Security Control Room on leaving the Estate. A deposit will be payable for the temporary access card.

**11.6. Messenger of Court, Sheriff of the Court and South African Police Services**

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person/s to be served, etc. will not be obtained. However, Security will escort such persons to the premises and ensure all relevant laws and ordinances are followed, and the minimum publicity occurs.

**11.7. Contractor procedures**

Contractors are defined as any person/company appointed to construct buildings, do alterations and maintenance to residences or property and installation of any kind related to property and equipment. This procedure also applies to temporary labour (casuals) employed to do odd jobs, services providers such as plumbers or electricians, or any other kind of service provider.

These individuals must be registered through the Estate Security Control Room before they are allowed entry to the premises.

- 11.7.1. All contractors who work on the estate for a period of more than 3 days must obtain discs to allow them access into the Estate.
- 11.7.2. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day but less than 3 days.
- 11.7.3. Each person entering on a temporary permit must be in possession of a valid identity document, which will be handed to security at the gate on entry to the Estate and handed back on exiting.
- 11.7.4. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances.
- 11.7.5. Any contravention of these rules will result in the contractor being removed from site.

Refer to **Rules of Conduct for Contractors**.

### **11.8. Gatehouse**

Gatehouses are strictly out of bounds except to security personnel and other authorized persons.

- 11.8.1. Abuse of Guards is strictly prohibited.
- 11.8.2. It should be noted that, under normal circumstances, Guards are not permitted to operate the gate/booms for any individual without such person using an access disc.
- 11.8.3. Tailgating (i.e. proceeding through the gate or boom when operated by the vehicle in front of you) is prohibited.

## **12. USE OF ROADS**

### **12.1. General**

The Estate roads, despite being of a private nature, are used by residents and the public and therefore the rules and regulations of the Road Traffic Act, 29 of 1989 (as amended) will apply.

The roads are for the use of all, whether on foot, bicycles, golf carts and vehicles in our exclusive environment which requires higher level of awareness and responsibility from all who use these roads. Adults and especially parents are required to educate their children on the safe and responsible use of the Estate Roads.

Certain section of road or paths may be demarcated by visible no-entry signs. All persons making use of the estate are to strictly abide by said signs.

### **12.2. Speed Limit**

The speed limit throughout the Estate is 30 kilometres per hour (30km/h). Any

person found driving more than 30km/h. or in a dangerous manner, will be subject to a warning or fine as prescribed for first offences and be referred to the Rules Committee for all subsequent transgressions.

Refer to the ***Schedule of Transgressions***.

### **12.3. Pedestrians**

Pedestrians must always be given the right of way. Vehicles must maintain a safe distance of not less than 1.5m from and when passing any pedestrian or cyclist. No vehicle can pass any pedestrian or cyclist where such safe distances are not possible. Vehicles must hold back and only pass a pedestrian or cyclist where it is safe and possible to do so. Any person who does not obey this rule will be referred to the Rules Committee for a finding in accordance with the *Schedule of Transgressions*.

Refer to the ***Schedule of Transgressions***.

### **12.4. Operating Restrictions for vehicles**

- 12.4.1. No persons shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's license or in the case of a golf cart being used for the purpose of viewing wildlife, a valid cart permit issued by Estate Management.
- 12.4.2. Vehicles and licenced motorcycles may be operated only on roads designated for vehicles, (sidewalks, open lawn areas and cart paths are out of bounds to vehicles).
  - 12.4.2.1. Vehicles and bicycles are not permitted to use designated walking and birding trails.
- 12.4.3. Golf carts and bicycles may use cart paths. (Jogging along paths is also permitted at own risk).
- 12.4.4. Operating any vehicle in the Estate while under the influence of alcohol or other intoxicating substances is prohibited.

### **12.5. Parking**

The parking of vehicles (including motorcycles, trailers, caravans, etc.) is only permitted in areas specifically designated for that purpose.

### **12.6. Motorcycles**

Motorcycles may only be operated in a quiet manner that does not cause harm or nuisance to other residents and may only be used to allow access from the entrance gate/s to residences, or vice-versa. The speed limit as set in the HOA Rules or by the Estate Management from time to time, must always be obeyed. Quadbikes are not permitted in the Estate.

### **12.7. Caravans and Boats**

All caravans, boats and trailers shall only be permitted to be parked within a closed garage.

## **13. SPORTING, RECREATION AND COMMUNITY FACILITIES**

### **13.1. General**

Members of the Association are obliged to be members of the Elephant Rock Eco Estate, No member may tender his/her or its resignation from the Associations whilst such a person/entity is a registered owner of a property within the Estate. Members shall always abide by all the Rules of the Association in force from time to time.

In the event of the Main Lodge swimming pool being built, swimming will be allowed only between the hours of 05h00 and 21h00 each day. An adult must at all times accompany children under the age of 10. Radios and music players shall not be permitted around the pool.

Pool furniture may not be removed from the facility. The use of the pool and surrounding facilities may not create an unreasonable nuisance or disturbance to those residents living in close proximity thereto. No persons may use the pool in a manner that interferes unreasonably with the amenity of other users. No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents. Such equipment may only be used/operated by the person/s duly appointed by the Estate Management.

Surfboards, boogieboards, cold drink cans, glass or any other hard objects are prohibited from being used within the pool. No alcohol in any form especially in glass containers will be allowed around the immediate proximity of the pool.

### **13.2. Community Facilities**

In the event of community facilities being built, the facilities will be for the use of members and their guests only. The facilities may be booked for special communal functions or occasions for Estate residents through the Estate Management office. Exclusive use is not permitted, and access by other residents to the facilities will be permitted during such functions. Private use of the facilities by outsiders is not permitted. Under no circumstances may community furniture or equipment be removed from the facility, it is the duty of whoever uses the facility to clear away all rubbish, stack away cushions and chairs, and leave the place in a clean and tidy condition. Any repairs will be to their account.

### **13.3. Dams/ lakes / streams and rivers**

Lakes /streams /dams /rivers etc. where they are part of the Estate, have a certain area of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of other residents.

Swimming, boating, floating, or sailing in any of the dams, lakes, streams, or rivers is strictly prohibited. Owners must educate their children and guests as to the related dangers of the perilous wildlife inhabiting these bodies of water and the natural environment within and adjoining the Estate. These may include but is not limited to Crocodile, Elephant, Hippopotamus, Leopard and Lion.

#### **13.4. Camping**

Private camping is not permitted anywhere within the Estate.

#### **13.5. Picnicking**

Picnicking is not permitted on any common property under the jurisdiction of the Association, other than in areas specifically demarcated for such use.

#### **13.6. Boating**

Boating is not permitted on any dam, lake, stream or any other body of water under the jurisdiction of the Association.

#### **13.7. Fishing**

No fishing is permitted in rivers, streams or dams not designated specifically for this cause. Fishing is only permitted at the designated fishing dam at solely at the users' own risk.

#### **13.8. Firearms**

Discharging of any firearm, air gun or other lethal weapon is strictly prohibited on the Estate save legitimate game management purposes and only upon the instruction of Estate Management.

### **14. DOMESTIC EMPLOYEES**

#### **14.1. General**

For the purpose of these rules, Domestic Employees shall be defined as any assistant paid by the Owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening and other such similar tasks. All domestic workers must be approved and registered by the Estate Management. It is the responsibility of the Employer to ensure that such domestic workers are register prior to them reporting for work, failing which such domestic employee will be refused entry to the Estate. All registrations will be valid for one year or until revoked by the resident, whichever occurs first, whereupon the registration must be renewed. Non-resident domestic employee access will only

be validated for the specific days they are working for the resident. Each resident must register his or her Domestic Employees regardless of whether they are employed by more than one resident and have already been registered.

Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner and recorded in and out at the gates each day. Such casual workers are not permitted to roam freely within the boundaries of the Estate. Owners shall be responsible to ensure their employees/workers comply with all security requirements as well as all rules of the Estate. Only one domestic employee per household may be accommodated on the Estate but additional Non-resident employees can be employed. If accommodated on the Estate, Domestic Employees are to be housed in the residence of the employer.

Separate domestic quarters as such are not permitted on the Estate. If a Domestic Employee is resident within a household, Security must be advised at the time of registration. Non-Resident Domestic Employees are permitted on the Estate between the hours of 06h00 and 18h00 daily. Any extension to the standard operating hours are to be applied for through the Estate Management. All Domestic Employees, whilst on duty on the Estate, are obliged to wear the identity cards issued to them by Security and carry their access disc. Domestic Employees are not permitted to receive visitors in the Estate. During their off-duty period's Domestic Employees may not to wander around the Estate or visit other houses and should be encouraged to leave the Estate upon the completion of their duties.

#### **14.2. Resident employees and staff**

All employees of residents, not classified as Domestic Employees, must be registered, and obtain an access disc for entry to the Estate. Access discs will be validated only for recognized normal business hours unless authorized differently by Association. No employee is permitted to remain on the Estate overnight unless prior written authority has been obtained from the Estate Management.

#### **14.3. Au-pairs and nurses/critical care**

All au pairs and nurses must be registered with the Estate Management. Estate Management will only grant the appropriate security clearance when all criteria related to such services are met.

#### **14.4. Temporary domestic workers**

A temporary permit must be obtained through security for Domestic Employees working for no more than 5 days. The Domestic Employees must hand in a valid identity document every day on entry to the Estate which identity document will be returned upon them exiting the Estate after the completion of their duties. A Domestic Employee working for more than 5 days must obtain a temporary



access disc from Security. Temporary Domestic Employees are not permitted to use Estate transport and may not move freely within the Estate but must be picked up and dropped off at the gatehouse by the employer.

## **15. NOISE AND NUISANCE**

### **15.1. Generators**

- 15.1.1. Members are permitted to have generators, provided the following conditions are complied with
- 15.1.2. A generator may not permit more noise than a standard pool pump (A general purpose residential pool pump generates 55 – 62db at 7 meters). 62db is the upper limit of what will be allowed within the Estate.
- 15.1.3. Portable Generators will only be allowed when they are silent and adhere to the aforementioned noise levels.
- 15.1.4. Generators must be installed in a manner that conceals them from the common property.
- 15.1.5. An Owner must submit to the Estate Management a proposal indicating the soundproofing steps to be taken and undertake a commitment that the noise levels will be adhered to.
- 15.1.6. Generator installations may only be carried out by suitably qualified technicians who must issue a certificate of compliance that the generator was correctly installed. The Owner must submit a copy of the certificate of compliance to the Estate Management to be filled together with the proposal and commitment.
- 15.1.7. Generators may not cause any undue disturbance or nuisance to any surrounding neighbour whether in the form of noise or exhaust emissions and same may not affect the common property.
- 15.1.8. Generators may only be operated from 05h00 to 22h00. Where an automatic changeover is installed must include a suitable timer to prevent inconvenience to neighbours outside of the permissible operating hours.
- 15.1.9. Owners must be aware and provide for the dangers related to the installation of generators where there is an existing or planned photovoltaic system installed or where a backup / inverter / off-grid system is installed and must ensure that all equipment is installed and correctly isolated.

### **15.2. Fireworks**

No fireworks may be discharged on or about the Estate. This includes the lighting and releasing of any form of "Chinese lanterns".

### **15.3. Hobbies and other activities**

The comfort of all Residents must be respected, and no hobbies or activities are allowed that will cause a disturbance or nuisance to other Residents whether through noise or otherwise.

## **16. PARTIES AND FUNCTIONS**

Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few if any problems. However, the holding of large celebratory functions at private residences within the Estate, is discouraged for reasons of disruption to security, parking, and the general disturbance of and inconvenience to other residents.

The following should be considered when hosting private parties and/or functions;

- 16.1. Special permission for functions to be held within the Estate, where more than 30 people may be attending, must be timorously requested no less than 48 hours, prior to the proposed date of such function. Permission will not be lightly given and, in the unlikely event of permission being granted, cognizance shall be taken by the Estate Management of the position of the residence in relation to the gate and to neighbours, parking availability, times of function, type of music to be provided, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation. All of which may result in the possible impositions of additional levies and/or special conditions as may be deemed fit by the Board.
- 16.2. Restrictions imposed on any function shall be strictly adhered to.
- 16.3. Residents must inform their direct neighbours of their intention to host a private party at their dwelling which is likely to generate noise and traffic congestion.
- 16.4. Times are restricted to 22h00 on weekdays being Monday to Thursday, 24h00 on Fridays and Saturdays and 20h00 on Sundays. These timeframes apply equally to public holidays regardless of the day of the week on which the public holiday falls.

## **17. GENERAL AESTHETICS / STANDARDS**

Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapers, buntings, umbrellas, signs, symbols or whatever which, in the opinion of the A.C. are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any parts of the Estate. Garage doors must be kept closed at all times, other than when legitimate ingress or egress is taking place.

In All instances where an Owner has breached the guidelines they will be notified in writing and given Ninety Days (90) to remedy the situation. The Owner may make representation in writing to request clarification or dispute the breach. If the breach is not rectified within Ninety Days (90) of the notification the appropriate penalty will be added to their levy account backdated to the date of the notification.

## **18. RESIDENTIAL GUESTS**

Favourable concessions for temporary Estate access for residential guests of members/owners are available on application through the Estate Management. See section on Security. Abuse of temporary special facilities for residential guests of members/owners, is not for guests and are not available to, nor may casual day/weekend visitors/ guests use them.

## **19. LEVIES**

- 19.1. Owners must pay levies in advance and in full by the 1<sup>st</sup> day of each month.
- 19.2. Owners in arrears on the 7<sup>th</sup> of the month shall pay interest. Interest will be calculated at 3% above the current prime overdraft rate of Nedbank. Interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up until the date of payment.
- 19.3. Owners still in areas after 30 days must pay immediately or a penalty of 10% on outstanding amount will be levied and added to the next month's levy statement.
- 19.4. Owners in arrears after 60 days shall have their overdue account, with interest and penalties, 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. Any interest on, or collection fees for overdue levies, shall form part of the levy and treated as such). In exceptional circumstances, such as where an Owner may have a singular problem regarding payments of dues, he/she/it may approach the Association in writing through the Estate Manager with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting there from shall be entirely at the discretion of the Board.
- 19.5. Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Board.
- 19.6. Owners who are away at month-end must make arrangements to ensure the Levies are paid by due date. Being on holiday overseas or away on business and other similar justifications are not acceptable reasons for late payment of Levies. Owners are encouraged to effect payment by way of debit orders which can be signed for at the offices of the Estate Management or the Association's accounting Agent, and which are controlled by the Association and submitted to the Bank by the Association's accounting Agent.

## **20. LEASE OR SALE OF A UNIT**

### **20.1. Lease of a Unit**

The consent in writing of the Association must be obtained prior to the renting/leasing of a unit, or a portion of a unit, which consent, subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance letter must be obtained from the Association.

- 20.1.1. Lessees must be of suitable standing befitting the Estate, their names must be provided to the Association along with the request for permission to lease and a statement as to the duration of the intended lease. The Owner/member shall provide the particulars of the lessee/s in the format required by the Association as specified from time to time. (The names are required for entering on the register of residents, for security identification and for the issue of an access card(s)).
- 20.1.2. The Owner/member must inform the lessees of the rules of the Estate. The Owner acknowledges that any contravention of the rules by any Lessee shall be deemed to be a contravention by the Owner.

### **20.2. Sale of a Unit**

- 20.2.1. The consent to sell or to transfer a property within the Estate must first be obtained in writing from the Association. The selling/transferring Owner must have satisfactorily settled all obligations prior to clearance consent provided.
- 20.2.2. The owner in succession will automatically become a member of the Association.
- 20.2.3. The current Owner shall be required to use the Association's prescribed documents (including the Contract of Sale) when alienating or otherwise transferring his/her/its property within the Estate. If an Owner wishes to dispose of his/her/its property, he/she/it shall, to the extent that the services of an estate agent is required, do so in accordance with the following stipulations:
  - 20.2.3.1. Only accredited agents will be allowed to show houses/property within the Estate.
  - 20.2.3.2. Use the Association's existing contract of sale.
  - 20.2.3.3. Association to approve contract of sale prior to forwarding it

to a conveyancer.

- 20.2.4. An Owner who wishes to dispose of his property and use a non-accredited Estate Agent, is obliged to refer the sale through an accredited agency, who will ensure that the required documentation is adhered to. The referral fee is a matter between the two agencies.
- 20.2.5. Clause 18 of these Rules deals with the failure to comply with the Rules, but set out hereunder in clause 20.2.5 is a specific breach clause, which will apply in the event of an owner failing to comply with Rule 20
- 20.2.6. If an owner fails to comply with this Rule 20, the Association shall withhold its consent to the owner transferring his/her/its property until the Rule has, to the satisfaction of the Estate Management, been complied with in full.
- 20.2.7. An owner who wishes to sell a unit privately and without the services of an Estate Agency, may do so provided that the conveyancer handling the transfer must ensure that all documents relating to the sale are in order before the Estate Management will issue a clearance certificate.

## **21. GAME**

- 21.1. All game within the Estate remains the property of the Developer until transfer of the Common Property to the HOA.
- 21.2. The Developer will institute a game management plan, which will include game management and the stocking of game to any conservancy agreement on culling activities prior to the transfer of the Common Property.
- 21.3. After the transfer of the Common Property the HOA will be the sole owner of all game and through its management team will manage the game.

## **22. SAFETY**

- 22.1. Owners and or Residents (including tenants by way of lease) shall remain solely responsible for the safety of his/her/its family, guests, employees, or contractors whilst within the Estate.
- 22.2. The liability for the consequences of any injury sustained whilst on the Estate from whatever cause shall rest with the injured party.
- 22.3. Each member by virtue of its membership hereby indemnifies the Developer, the Estate (including its Board) and the Estate Management.

## **23. PRESERVATION OF THE ESTATE**

- 23.1. To preserve the fauna and flora within the Estate, every resident, guest or invitee shall:
  - 23.1.1. Not chase, hunt, shoot, trap, fish, molest, or in any way interfere with the

- indigenous wildlife of the Estate, provided that residents may from time to time be permitted to fish at certain pre-determined areas;
- 23.1.2. Not create any disturbing noise;
  - 23.1.3. Not make any new footpaths or new roads;
  - 23.1.4. Not establish or create any feeding or drinking point for game nor feed any animals or birds within the Estate;
  - 23.1.5. Not make any fires other than in areas specifically designated;
  - 23.1.6. Not drive in riverbeds;
  - 23.1.7. Drive only on clearly defined roads within the boundaries of the Estate;
  - 23.1.8. Not set up camp on a temporary or permanent basis;
  - 23.1.9. Not collect or take anything from the Estate, including any wood, stone, fauna (or any remains), or flora;
  - 23.1.10. Not extract river sand from the rivers and/or streams or any other water course;
  - 23.1.11. Not allow any child under the age of 16 (sixteen) years on the estate unless accompanied by an adult of at least 21 (twenty one) years of age;
  - 23.1.12. Not park vehicles in areas other than those designated by the Estate Management from time to time;
  - 23.1.13. Not introduce any motorized generators or power plants onto the estate, without the prior written consent of the Estate Management;
  - 23.1.14. Not drill any holes, including boreholes, on the estate without the prior written consent of the Board.

#### **24. FAILURE TO COMPLY WITH THE HOA RULES**

- 24.1. Failure by an Owner to comply with any of the provisions of the HOA Rules may result in:
  - 24.1.1. a call for an explanation, an apology, and/or a reprimand and a request to comply, and/or
  - 24.1.2. the imposition of a fine (which shall be deemed to be separate of the levy due by the Owner), and/or
  - 24.1.3. The withdrawal of any previously given consent applicable to the particular matter, and/or an order to pay for damages resulting from non-compliance with any rule, and/or an application to the Court for the enforcement of the rule/s.
- 24.2. The actions be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Rules Committee, (to be appointed by the Board) who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.
- 24.3. Should any owner be aggrieved by any decision made by the Rules Committee they may, within 7 days of the finding, lodge an appeal to the Board of Directors via the Estate Management in the format so provided, giving their reasons for such an appeal.

Please refer to the *Schedule of Transgression* for a detailed list of fines/penalties that may be imposed because of non-compliance with any of the provisions of the HOA Rules.