



ESTATE RULES
OF
THE OUBAAI HOME OWNERS ASSOCIATION
IN RESPECT OF OUBAAI GOLF ESTATE
("the Estate")

INTRODUCTION

OUBAAI GOLF ESTATE has been designed to provide a gracious and secure lifestyle for its residents in the Estate. To protect and enhance this way of life, Estate Rules have been established to be read in conjunction with the Association's Constitution.

The Rules are binding on all Members, residents, or persons visiting the Estate and shall be administered by the Association through its Trustees.

The registered owners of erven or units are responsible for ensuring that their households, tenants, visitors, invitees, and employees, including tradespersons and suppliers, are aware of and abide by the Estate Rules. Tenants have the same responsibility in their households, visitors, invitees and employees.

The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the Association.

The Rules' prime objective is to preserve and enhance the security, aesthetics, and environment at Oubaai. In choosing to live in an estate such as Oubaai, a Member will enjoy all the benefits of communal living, such as security and access to shared facilities.

However, communal living inevitably brings responsibilities along. Members must pay levies, and all must obey rules to ensure the community's smooth running in all stakeholders' interests.

Should any rule contained herein conflict with any Constitution provision, the order of preference shall be that the Constitution shall prevail over the Rules.

The decision of the Trustees is final and binding in respect of the interpretation of the Rules. Rules are subject to change from time to time.

Nobody shall have any claim of whatsoever nature for damages against the Association due to a decision taken by the Association regarding the interpretation of any of the Rules.

DEFINITIONS AND INTERPRETATION

In these Rules, the followings words and expressions shall have the following meanings assigned to them hereunder, and cognate expressions shall bear corresponding meanings:

- a. **Association:** as defined in the Constitution
- b. **Architectural and Development Guidelines:** as defined in the Constitution
- c. **Common property:** as defined in the Constitution
- d. **Design Review Committee:** as defined in the Constitution
- e. **Estate:** as defined in the Constitution
- f. **Golf Course:** as defined in the Constitution
- g. **Lifestyle Centre:** as defined in the Constitution
- h. **Member:** as defined in the Constitution
- i. **Resident:** Any person permanently or temporarily living or staying within the Estate, including any Member, tenant, guest, or visitor
- j. **Rules:** The Rules set out hereunder
- k. **Trustees:** as defined in the Constitution
- l. **Vehicle:** Any form of conveyance, whether self-propelled or drawn by machine, animal, human agency or any other means
- m. **Village:** The Oubaai Village Units - Village Falls, Village Terrace and Village Heights
- n. The singular shall include the plural and vice versa.
- o. The male gender shall include the female and neuter genders and vice versa.
- p. When referring to a period of days, it shall reference a continuous period, including the first day and excluding the last day.
- q. It shall be the responsibility of every Member to ensure that all household members, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Estate Rules.
- r. In the event of any breach of the Estate Rules by the Member, members of his household, employees, tenants, invitees and guests, or by members of his tenant's

family, employees, guests and invitees, such breach shall be deemed to have been committed by the Member itself.

1. ADMINISTRATION:

1. FINANCIAL POLICIES:

- 1.1 All levies and other debts payable by members shall be payable as provided for in the Constitution.
- 1.2 The Trustees have the right to fine transgressors where any of the Rules have been infringed upon. Such fines shall form part of the levy and shall become due and payable on the levy's scheduled date of payment.
- 1.3 In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed guilty of a separate offence. For every 24 hours or part thereof, such violation continues and shall be liable for each such separate offence.

2. TENANTS:

- 2.1 The responsibility for tenants to adhere to the Rules rests with the Member.
- 2.2 Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's Property (with or without a lease agreement) in the Member's absence.
- 2.3 The Member shall notify the Association in writing, in advance of the intended occupation, the tenant's or guest's details and the lease or occupation period.
- 2.4 The Member shall inform the tenants or guests of the Rules.
- 2.5 In the tenants' case, the tenants shall be obliged to register at the Association's offices within 1 (one) day of arrival. The person must provide a photocopy of their ID / Passport and driver's license for security reasons and sign a declaration that they (including the tenant's family, visitors, contractors and employees) are acquainted with the Rules and Constitution of the Association and agree to abide by them.
- 2.6 Where tenants or guests continuously breach the Rules, the Member shall be held responsible and shall be fined on an escalating basis until the Members, their guest/s or tenant/s complies with the Rules. This condition shall be written into the lease agreement.

3. PROPERTY TRANSACTIONS AND ESTATE AGENTS:

- 3.1 Only an Estate or property agent accredited by the Association may be employed in the sale or letting of any property in the Estate. The Association may withdraw such accreditation at its sole discretion.
- 3.2 Accredited agents must operate on a "by appointment" basis. They may not erect any "For Sale" or "Show House" or "Sold Boards" or any other signage boards, banners or advertisement material whatsoever on any property.
- 3.3 Agents must personally accompany prospective buyers or tenants onto the Estate. Arrangements must be made in advance with the Owner and security to visit the Estate or use the Biometric Security System.
- 3.4 An estate agent is accredited after signing an agreement with the Association. The Agent acknowledges the Estate Rules and the requirements regarding the Estate's sale or leasing of property.
- 3.5 An accredited estate agent will, in particular, make any buyer aware of the Estate Rules, architectural and development guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership or occupancy.
- 3.6 Any document prepared by the Agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time to ensure compliance with the matters envisaged herein.
- 3.7 The authorised Agent and the Member shall ensure that the purchaser and tenant are informed and receive a copy of the Rules. Before access is permitted, the purchaser and tenant shall sign for receipt of the Rules.
- 3.8 Suppose a member is in default regarding payment of a levy or any other debt due to the Association; In that case, the Association shall be entitled to refuse to issue a Clearance Certificate, which is required to affect an erf unit's transfer.

4. CONDITIONS OF TITLE:

- 4.1 The Member is obliged to procure that, in addition to all other terms of title, the following conditions of title be inserted in the Deed of which the purchaser takes title to the property:

"Every owner of the erf, any interest therein, or any unit thereof, as defined in the Constitution, shall become and shall remain a Member of the Association and be subject to its Constitution, until he ceases to be an owner as aforesaid."

"Neither the erf, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Association to become a Member of the Association."

"The owner of the erf, any interest therein, or any unit thereof as defined in the Sectional Title Act, or the constitution shall not be entitled to transfer an erf or Village Unit any subdivision thereof or any interest therein, without a clearance certificate from the Association which certifies that the provisions of the Constitution of the Association have been complied with."

- 4.2 If the Registrar of Deeds' event requiring amendments to conditions in any manner to affect the registration, the agrees to such change.

5. **SECURITY:**

- 5.1 Security guards shall not, under any circumstances, be abused, physically or verbally.
- 5.2 No Member may issue instructions to security personnel other than the Estate or Security Manager.
- 5.3 Security protocols at the gatehouses shall be adhered to at all times.
- 5.4 Under no circumstances shall Members or any person other than security personnel, Trustees Association Management, be allowed into the gatehouses.
- 5.5 The Association may enforce an ID card system for contract and temporary workers entering the Estate.
- 5.6 All members and Residents must request their visitors to adhere to security protocols. All stakeholders are required to treat the security personnel cooperatively.
- 5.7 Members and Residents must ensure that their staff, appointed contractors and their workers adhere to the governing documents or any other arrangement put in place by the Association from time to time.
- 5.8 Security-related incidents must be reported immediately to the Association's security office, security manager, or Estate Manager.
- 5.9 Except for the Estate Manager or his appointed representative, no other person/security officer shall authorise a deviation from the rules regarding access and egress to and from the Estate.
- 5.10 Should Members install a burglar alarm system for their residences, it may be connected to an armed response service. However, the armed response company must comply with the Estate and security rules.
- 5.11 No external audible alarm sirens shall be installed.
- 5.12 No property shall be secured with any externally added security or fencing during or after construction without the written permission of the Association.

- 5.13 The Design Review Committee must approve all fencing before the erection thereof.
- 5.14 Members on the perimeter wall or green areas are responsible for keeping any overgrowth at least 500 mm clear of their property border.
- 5.15 No golf caddies will be permitted access to the Estate unless by prior written arrangement with the Association and Security and any other controls set by the Association. It also includes non-security-related issues.

6. **ARCHITECTURAL GUIDELINES**

- 6.1 As determined by the Trustees from time to time, the Architectural Guidelines are applicable and shall prevail over any additional clauses hereunder;
- 6.2 All building plans shall follow the Architectural Guidelines and must be approved by the Design Review Committee and George City Council before the construction commencement. This requirement is also applicable to any additions and alterations to existing structures and dwellings.
- 6.3 The Trustees must approve a departure from Architectural Guidelines.
- 6.4 No subdivision or consolidation of any property shall be allowed.
- 6.5 No property may be let or utilised for multifamily or student accommodation.

7. **BUILDING CONSTRUCTION:**

- 7.1 See Architectural and Development Guidelines for requirements.
- 7.2 Construction shall be completed within 15 months of the Building Agreement's signature, failing which the Association shall be entitled to charge the Member double levies as per the Constitution.
- 7.3 Suppose construction has not commenced within 1 (one) year of the Design Review Committee's approval of a plan; in that case, the Owner must resubmit plans to the Design Review Committee and City Council's for a new authorisation.
- 7.4 Site plans are required for all swimming pools. Architects shall pay particular attention to privacy, water drainage, pool pump positioning, and safety fencing. Fencing must comply with National Building Act Regulations and the Architectural Guidelines.
- 7.5 Owners shall specify all human-made structures for scrutiny, and outdoor elements shall complement the house's design. Privacy and aesthetics shall be considered when evaluating the above.

8. ARCHITECTURAL REQUIREMENTS:

- 8.1 All building activities shall be subject to the Architectural and Development Guidelines.
- 8.2 All proposed buildings shall conform to acceptable architectural standards and not interfere with or detract from the neighbourhood's general aesthetic appearance.
- 8.3 Air conditioners or geysers may not be visible from the street and the Golf Course. The building of screening shall be architecturally pleasing and to the satisfaction of the Design Review Committee.
- 8.4 Any additions shall match the original design and style, both in elevation consideration and materials and finish.
- 8.5 All fencing is to be approved by the Design Review Committee before erection or installation. All building requirements must be strictly adhered to as set out in the current Architectural and Development Guidelines.
- 8.6 The treatment of sidewalks and gardens are considered paramount as it will directly influence the neighbourhood's aesthetic quality.
- 8.7 The diverse nature of neighbourhoods should give rise to the various treatment of street boundaries.
- 8.8 Carports are not permitted. Covered parking must form an integral part of the house layout.
- 8.9 *The position, size and placing of TV antennae, satellite dishes or any other electronic or mechanical device must not be unsightly or a nuisance to other residents.*
- 8.10 No separate Wendy houses or tool sheds may be erected.

9. APPROVAL OF PLANS:

- 9.1 The Design Review Committee may request perspective views and/or photographs for final approval.
- 9.2 Even though the building plans may comply with all the above, the approval or rejection of such plans shall be at the Design Review Committee's sole discretion, based on aesthetics, which consent shall not be withheld unreasonably.
- 9.3 Nothing in the Rules shall be construed as permitting the infringement of the Conditions of Title, by-laws or the Local Authority's regulations.
- 9.4 The Association reserves the right to prevent Members or contractors from commencing construction without prior approval from both the Association and the Local Authority.

- 9.5 Should any deviation be contemplated or become necessary after plan approval, the Owner will notify the Design Review Committee immediately. New plans indicating the amendments and shall be submitted to the Design Review Committee for approval before construction.
- 9.6 Upon completion of construction and before releasing deposits, the Member shall complete the necessary forms and arrange with the Association for final inspection of the works. After a successful review, the Association will issue a Compliance Certificate before the Owner applies to City Council for an Occupation Certificate. The Local Authority will not give any Occupation Certificate before the Association issuing a Compliance Certificate.

10. **CONDITIONS ABOUT HOME OFFICES:**

- 10.1 No Resident may conduct business from a residential erf without the prior written consent of the Association. All Members and tenants wishing to operate businesses from home shall complete the standard Association form for such approval. Such business operations shall adhere to the criteria and conditions as specified by the Association and to local Municipal by-laws and regulations.
- 10.2 The "home occupation" offices shall not exceed 60 (sixty) square metres in total.
- 10.3 Only the Member and two assistants may work from the home office. The "home occupation" office shall accommodate the vehicles of both workers and visitors at all times. No parking shall be allowed on the pavements.
- 10.4 No business signage may be displayed whatsoever. Suppose the display of an advertising board regarding commercial activity is required by statute or any professional body. In that case, such a presentation shall only be done after written approval from the Association.
- 10.5 As determined by the Trustees, a special levy may be payable regarding home offices from time to time.

11. **SPECIAL DESIGN CRITERIA FOR STANDS:**

- 11.1 Golf ball safety nets are not permitted.
- 11.2 Only approved plant material based on a landscape plan shall be permitted. Residents must submit landscape plans for approval.
- 11.3 The Design Review Committee must approve the position of boundary walls.
- 11.4 Residents may not occupy a house unless all work is complete and the Association and Council have issued Compliance and Occupation Certificates.
- 11.5 No portable pools are permitted.

11.6 All swimming pools must be fenced and adhere to Estate Guidelines and Local Authority and By-Law regulations.

11.7 No boreholes or well-points may be drilled on any erf.

12. **NATURAL ENVIRONMENT AND COMMUNAL AREAS:**

12.1 **GENERAL:**

12.2 The Association shall have the right and duty to control the environment, including but not limited to the vegetation on the erven and Common Property. The approval of screen walls, fences and hedges, and the right to request members trim hedges and trees.

12.3 No person shall do anything that adversely affects the amenities, flora or fauna on the Estate or unreasonably interfere with the use and enjoyment of the Common Property by others.

12.4 No person shall discard litter or any item of any nature whatsoever in the Estate, except in receptacles set aside for this purpose by the Association.

12.5 No camping or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.

12.6 No fire shall be lit on Common Property, except in such places as designated by the Associations for such purposes, at a constructed fireplace or braai.

12.7 No person shall do any gardening or landscaping on the Common Property without the express prior written agreement of the Association regarding the nature and extent of such gardening or landscaping activity.

12.8 Unless authorised by the Association to do so, no person shall pick or plant any plants on the Common Property.

12.9 Subject to any Environmental or Town Planning Acts or any other regulation regarding such regulations, the Association shall be entitled to prohibit access to any part of the Common Property to preserve the natural flora and fauna. No person shall enter such area without the written consent of the Association.

12.10 No person shall display or discharge a firearm, air rifle, crossbow, or similar weapon anywhere on the Estate without the Association's consent.

12.11 Hunting, setting snares, trapping of birds or animals are prohibited without the Association's consent.

12.12 No rubble or refuse may be stored, dumped or discarded on Common or private property.

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- 12.13 Residents, members, their tenants or guests must clean common facilities after use. Members must pick up and dispose of any litter encountered in open spaces.
- 12.14 Flora and any natural features such as rocks and archaeological significance items shall not be damaged or removed from Common Property.
- 12.15 Wildlife of any nature shall not be chased, trapped or harmed in any way.
- 12.16 No animal, bird or reptile may be slaughtered or killed within the Estate, not even for religious reasons.
- 12.17 Residents shall maintain a high standard of their Gardens at all times.
- 12.18 Residents shall ensure that acknowledged harmful flora are not planted or allowed to grow in their gardens.
- 12.19 Vacant stands must be kept clean to the Association's satisfaction, failing which the Association reserves the right to clean the erf at the Owner's expense.
- 12.20 Member's use of any Common Property is entirely at their risk at all times. The Association shall not entertain any claims for damages of whatsoever nature or from whatsoever cause arising.
- 12.21 No bathing, fishing or boating in the dams shall be allowed, nor shall dogs be permitted to swim therein.
- 12.22 Residents may not launch any boat or craft in any dam in the Estate without the Association's consent.
- 12.23 No bathing is allowed in any dam or water feature in the Estate.
- 12.24 No water sport is permitted in dams in the Estate, and no person may enter dams without the Association's consent.
- 12.25 No person shall pollute or allow the pollution of the dams or streams within the Estate by any substance that may in any manner be harmful to plants, animals or birdlife or which may in any way be unsightly.
- 12.26 No person shall discard any litter or any article of any nature whatsoever in the Estate's dams and streams.
- 12.27 No fishing is permitted without the prior written consent of the Association and subject to the terms, place and conditions imposed by the Association.
- 12.28 Garden encroachment onto neighbouring or any other private property shall not be permitted.

- 12.29 The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.
- 12.30 Garden and other bright lights shall be adequately screened so as not to cause discomfort to neighbours.

13. **GOOD NEIGHBOURLINESS:**

- 13.1 Any business activity or hobby that shall cause aggravation or nuisance to fellow Residents shall not be conducted on any property. It includes auctions, jumble sales and garage sales.
- 13.3 Noise from electronic instruments, partying, and the like shall cease at 23h00. Noise must be kept at an acceptable level at all times, not to create a nuisance to neighbours. It includes shared facilities like the Lapa and Tree-Top Deck. Noise levels may not be louder than 60db at 7meters in the Estate and 40db at 7meters in the Village Units.
- 13.2 Mechanical maintenance and the use of power saws, lawnmowers and the like shall only be undertaken between the following hours:
- | | |
|------------------|---------------|
| Monday to Friday | 07h30 – 18h00 |
| Saturday | 08h00 – 13h00 |
| Sunday | None |
- 13.2.1 Excluded from these hours is the necessary maintenance of the Golf Course.
- 13.2.2 No gardening or any other maintenance activities, external or internal, by non-residents shall be allowed after 18h00, even in the resident's company. Residents may only do urgent and crucial repairs after hours.
- 13.3 Refuse bins (except on official collection days), garden waste and refuse bags shall not be placed on the pavement and must be out of sight of the road and golf course.
- 13.4 Garden waste must be removed on the same day.
- 13.5 The Association's refuse collecting team will not remove rubbish items not in refuse bags, and the resident must dispose of such waste.
- 13.6 Residents shall ensure that their employees do not loiter in the Estate, specifically not at any prominent place such as the gates, road circles, streets, etc.
- 13.7 Members must ensure that their children and their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or any other person or driver in the Estate. Tenants shall have the same responsibility as Members regards their households, employees, invitees and guests.
- 13.8 Whenever the Association receives a written complaint from a Member relating to the behaviour of any persons in the Estate, the Association shall

investigate appropriately and take steps required within the scope of the Rules and the Constitution. This clause does not prevent the Association from taking action on its initiative if evidence of behaviour, which is unacceptable in the Trustees' opinion, should come to its attention from a source other than a written complaint.

- 13.9 Should any Member wish to install an electricity generator on their erf, it will be subject to the following provisions:
- 13.9.1 It must be quiet, no louder than 60db at 7meters.
13.9.2 The noise may not impact the surrounding neighbours.
13.9.3 No noise/generation is permitted after 23h00 and before 06h00.

14. **DISPUTE RESOLUTION:**

- 14.1 In the event of disputes, the parties involved shall attend as far as possible to settle the matter between themselves, exercising good tolerance, reasonableness and consideration. When parties cannot resolve the dispute between them, they may approach the Association, and the procedure shall be as follows:
- 14.1.1 The disputing parties shall submit in writing details of the dispute to the Trustees.
- 14.1.2 In their sole discretion, the Trustees may decide whether the Trustees shall arbitrate on the matter or not.
- 14.1.3 If the Trustees believe that they are entitled to intervene on the matter, the Trustees' decision shall be final and binding regarding the dispute's resolution.
- 14.2 If the Trustees are of the view that they are not prepared to arbitrate on the matter, the Trustees may either:
- 14.2.1 They will inform the parties involved that the Trustees are not willing to intervene in the case. The parties shall resolve the dispute through legal action or Community Service Ombud Service (CSOS) arbitration.
- 14.2.2 If the parties agree, the Trustees may refer the case to an independent arbitrator at the Trustees' discretion. In this event, the arbitrator's fees shall be paid in advance in equal shares by the disputing parties. The arbitrator's decision shall be final and binding, and the arbitrator shall be entitled to make an award regarding legal costs.

15. USE OF THE STREETS:

- 15.1 Residents may utilise the streets, whether on foot, roller skate, bicycle, motorcycle, golf carts, trucks, delivery vans, buses, cars etc.
- 15.2 All roads within the Estate are private roads that may only be used by persons lawfully coming onto the Estate and not by the general public.
- 15.3 The speed limit in the Estate is 40 km per hour. However, the HOA may impose lower speed limits where it deems fit. The HOA is further empowered, using appropriate signage, to give direction about roads or any portion thereof in the Estate.
- 15.4 All drivers within the Estate are required to observe and comply with the provisions of any road traffic legislation applicable to the Western Cape Province as fully and effectively as though the Estate's roads are public roads as defined in such legislation, including any additional rules adopted by the HOA pertaining to the roads. The HOA shall have the right to impose penalties due to an infringement of any legislation mentioned above or rules and regulations.
- 15.5 Parents are responsible for ensuring that their children are aware of the dangers of using the streets and must take responsibility for their children's safety.
- 15.6 Only vehicles registered by the Association and validly licensed by a local authority are permitted to drive on the Estate's roads. All other Common Property is off-limits if not on a constructed pathway. However, this excludes HOA maintenance vehicles.
- 15.7 Motorbikes are only permitted within the Estate by prior arrangement and approval by the Association.
- 15.8 Quadbikes are prohibited from driving on the Estate.
- 15.9 Only valid licensed drivers may operate and drive motor-powered vehicles on the Estate roads, including golf carts.
- 15.10 All privately owned golf carts shall be registered with the Association and have permanent identification plates. Only battery-powered carts, cream or off-white, is allowed.
- 15.11 The use of vehicles with extreme noisy exhaust systems is prohibited on the Estate.
- 15.12 Obstructing traffic flow is prohibited.
- 15.13 Golfers and other pedestrians will frequently cross streets at designated crossings within the Estate. They have the right of way.

16. ENSURING A PLEASING STREETScape AND PROPERTY BUILDING MAINTENANCE:

- 16.1 The participation and contribution of every Member will help create a neat and pleasant streetscape.
- 16.2 Owners shall at all times maintain the exterior of their houses, their gardens, boundary walls or fencing. Also, residents must keep neat the sidewalk section between the kerb and the erf boundaries of their property to the Association's satisfaction.
- 16.3 The maintenance of all freehold houses on the Estate, internally and externally, including all railings, gardens, stone cladding, fencing, and roof, is the Owner's responsibility and is therefore not considered in any levy.
- 16.4 Owners must maintain their house's interior and exteriors and gardens to the high standard expected, to the Association's satisfaction.
- 16.5 The Association may request an Owner to undertake property maintenance to comply with the regulation.
- 16.6 Suppose this maintenance is not carried out by the Member within the reasonable deadline stipulated by the Association; in that case, the Association shall be entitled to perform the maintenance as required and recover the costs from the Owner, or penalise the Member as set out in the "SCHEDULE OF TRANSGRESSIONS AND PENALTIES.
- 16.7 Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the "Oubaai Colour Scheme" set by the Design Review Committee guidelines.
- 16.8 Prior approval must be obtained from the Estate Manager regarding the colour before painting commences.
- 16.9 Garden fences, walls, and outbuildings forming part of the streetscape shall be regularly maintained and painted.
- 16.10 The Association has the right to effect repairs at the Member's cost should it be considered necessary.
- 16.11 No advertising signboards shall be placed in the streets or other areas in the Estate. Only the Golf Club may erect particular Association approved signage or erect temporary signs as part of golf days.
- 16.12 Building erf boards, as specified by the Association, are only permitted during the construction period and must be in good condition at all times.
- 16.13 Washing lines must be screened from the street and neighbouring properties. No garments, household linen or washing, maybe hung out or placed anywhere to dry except in a drying yard or other areas designed for such purpose.

- 16.14 Washing lines, twirly dry's, etc., must be below the level of the screen walls.
- 16.15 Building material may only under exceptional circumstances be temporarily left on the pavements. If there is no alternative, the resident must obtain written authorisation in advance from the Association. Building rubble shall be in a bin, even when in the erf's boundaries and regularly removed from the site.
- 16.16 Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.
- 16.17 Caravans, trailers, boats, equipment, tools, engine and vehicle parts and the like, as well as accommodation for pets, shall be located out of view and screened from the Golf Course and the street.

17. **PETS:**

- 17.1 Let your pet not be a bone of contention between you and your neighbours.
- 17.2 The Local Authority by-laws relating to pets shall be strictly adhered to and enforced by the Association.
- 17.3 Members may not keep more than two dogs on their property. There must be a suitable enclosure to prevent the dogs from straying off the property where dogs are kept. All Municipal by-laws will be in force, and fences or enclosures must conform to the Architectural and Development Guidelines regulations.
- 17.3 Residents shall not keep poultry, pigeons, aviaries, wild animals, livestock or the like within the Estate.
- 17.4 Pets are not permitted to roam the streets, and dogs shall be on a leash at all times when it is on Common Property or the Golf Course.
- 17.5 Should animal excrement be deposited on Common Property or Golf Course, the pet owner shall be responsible for the instant excrement removal.
- 17.6 Every pet must wear a collar with an identification tag, its Owner's name, telephone number, and address. Any pet roaming the streets shall be removed to a pet facility at the Member's cost if no nametag with contact details.
- 17.7 The Association reserves the right to request a Member to remove a pet should it become a nuisance in the Estate. Should any domestic animal prove to be a continual nuisance to other Residents, the Association may call on the domestic animal's Owner to remove it.

- 17.8 Suppose the Owner fails or refuses to remove the pet; in that case, the Association may impose penalties or procure its lawful removal from the Estate and recover any legal costs from the Member concerned.
- 17.9 Residents may not keep animals of whatever nature in the Village Units.
- 17.10 In all cases, whether on the Common Properties or private property, should dogs cause a mess or dig holes, the dog's Owner shall immediately clean the mess or repair the holes as the case may be.
- 17.11 Animals, birds and wildlife shall have the right of way at all times within the Estate, and vehicles shall be brought to a stop whenever necessary.
- 18.1 No animal may be slaughtered on the Estate, not even for any reasons.

18. GOLF COURSE CODE OF CONDUCT:

- 18.1 All persons must abide by the Golf Club and Lifestyle Centre Rules when using the private facilities or entering the private properties.
- 18.2 The Golf Course is an inherent part of the Estate. However, it is incumbent on architects and Owners to situate their houses in positions that would avoid any possible damage to their dwelling or personal property by golf balls due to a badly hit golf shot. Members shall cover their property against this type of damage or accidental injury. It is also incumbent on the property owner to disclose this hazard when selling or letting the property.
- 18.3 Residents have the right to access the Golf Course only when the Golf Course is not used for golfing activities. Residents may only use the Golf Course for recreational purposes such as walking, jogging, cycling, or any other purposes as the Golf Club may approve.
- 18.4 Residents shall be responsible for their safety, including that of guests and children, when using the Golf Course or any other facilities under their control and liability for injuries sustained on or near the Golf Course. Any consequences thereof shall rest with these persons. It is the person's responsibility to use the facilities to confirm with the operators, who have the right to dictate the terms or deny a person access to the private property.
- 18.5 No resident shall use the Golf Course as a shortcut if not in a golf cart or walking. Only HOA and Golf Club staff may cut across the course for work-related purposes.
- 18.6 Golfers shall always have priority and playing preference when playing the Golf Course. The Club may amend the priority preference from time to time to accommodate residence.
- 18.7 Golf Course and HOA staff working on the course take precedence at all times and shall not be hindered in the execution of their duties.

- 18.8 No person may remove any course hardware, e.g. flags, signage, etc., and all lost golf balls are the Golf Club property if on the Golf Course. Collecting golf balls in the greenbelt areas are prohibited as it is an environmentally sensitive area.
- 18.9 Dogs are to be exercised on a lead at all times. The Golf Course is private property, and the owners or the operators of the properties may request any person to leave the property on their terms.
- 18.10 Residents may not tap into the water or electricity network if not on the owners own property. Illegal connections are against the law, and transgressors will be prosecuted.
- 18.11 Motorcycles, scramblers are not allowed on the Golf Course cart paths or any part of the Golf Course. The owners or operators may act against any person that contravenes their rules and regulations.
- 18.12 Other than those in the Golf Course's employ, no contractor may go onto Golf Course property. No dumping or driving across Golf Course property allowed.

19. RULES REGARDING BUILDING CONTRACTOR ACTIVITY:

- 19.1 See the Construction Agreement. Owners and contractors may obtain the contract from the Association.
- 19.2 The Association has adopted some rules regarding building contractor activity on the Estate. This regulation's primary intention is to ensure that all building activity is conducted with minimal inconvenience and disruption to residents.
- 19.3 The rules governing building activity as set out in this document bind all Members, contractors, and subcontractors. Furthermore, all Members are obliged to ensure that their building contractors and sub-contractors are aware of these rules and strictly comply.
- 19.4 Members must include Estate rules in their entirety in any building contract when building on the Estate. The Association has the right to suspend any building activity in contravention of any of the conditions. It does not accept any losses sustained by a Member or contractor or sub-contractor due to any claims for damages of whatsoever nature.
- 19.5 All Members and their contractors, including a "Stay in Contractor" that undertake any building maintenance activity, must read and complete the contractor's registration form before proceeding with any work. Failure to inform the Association or any contractor infringements may result in non-compliance, and the Association may act against the Member of the Property or contractor.
- 19.6 Contractors are required to read and complete a contractor's registration form (available from the Association) and sign the document before

proceeding with any alterations or commencing with any building activity. The clauses of the contract are not necessarily limited to the clauses detailed below;

- 19.6.1 Unless otherwise agreed by the Association contractor activity, working internal or external on any dwelling, is restricted to the following times:
- 06h00 – 18h00 Normal weekdays
08h00 – 13h00 Saturdays.
No construction activity on Sundays.
- 19.6.2 General Contractor personnel are not permitted to remain on-site between the hours of 18h00 and 06h00.
- 19.6.3 "Stay in Contractor" personnel are permitted to stay on the property only. Any other movement in and around the Estate requires prior approval from the Association.
- 19.6.4 All contractors and the contractor's sub-contractor workers must enter the Estate in a valid registered and licenced vehicle via the Security access-controlled procedures.
- 19.7 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the service provided. Rubbish/rubble shall be removed regularly and not burnt or disposed of on the Estate. No debris dumping on adjacent stands or the pavement is allowed.
- 19.8 The contract site is to be kept clean and adequately screened as prescribed. If the contractor fails to keep the area clean and tidy, within reason, then the contractor may be prohibited from entering the Estate until the site is properly cleaned.
- 19.9 Materials off-loaded by a supplier that encroach onto the sidewalk or roadway must be moved onto the contractor's site. Material and rubble must not be allowed to remain on the road or sidewalk. The contractor's and Member's responsibility is to clear these areas of all such materials and rubble. The same applies to sand or debris washed or moved onto the road during building operations.
- 19.10 Deliveries from suppliers must be scheduled timeously.
- 19.11 Signboards must be erected and must comply with the Association's specifications, details of which are available from the Association. Such signboards are to be erected on the site and not on the sidewalks. Sub-contractor's boards are not permitted. The contractor must remove all signboards after a Compliance Certificate is issued.
- 19.12 The Member and the contractor shall be responsible for damage to kerbs and plants on the sidewalks and damage to private or Estate Property.

- 19.13 Should the Association have any reservations concerning the contractor or subcontractor's conduct, the Association reserves the right to suspend all building activity until such behaviour is remedied. The Association may do so at any time and without notice and free of recourse from the Owner or contractor.
- 19.14 This document must be fully understood and accepted by the contractor, Member or any sub-contractor. They must undertake to comply with these rules and any new rules and regulations that the Association may introduce from time to time.
- 19.15 Only approved contractors and contractor's employees who have official South African identity documents may access the Estate. If illegal workers are apprehended on the Estate, that contractor's employees in totality will be denied access to the Estate.
- 19.16 The Association shall be entitled to levy fines against Members or contractors and sub-contractors concerning any above infringements.
- 19.17 No unauthorised persons are allowed to building sites.

20. **TRAFFIC:**

- 20.1 No vehicles shall enter or leave the Estate at any point other than at the entrance gates.
- 20.2 Non-Members must sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Constitution.
- 20.3 All vehicles entering the Estate shall stop at the vehicle entrance.
- 20.4 Traffic and pedestrian's movement and control are subject to the Estate's security and access rules and regulations.
- 20.5 Residents and tenants are required to advise security to admit any person (including a member of his family) to the Estate, giving the individual's name and the approximate time of arrival. Failing this, the Security Officer, when approached by any person for entry to the Estate, will phone the destination point for instructions. Estate security will deny access if the above process cannot be concluded satisfactorily.
- 20.6 The Association may use appropriate signage specifically for the Estate, give direction about the use of roads or Common Property, and failure by any person to obey this signage shall be a contravention of these Rules.
- 20.7 Notwithstanding provisions above, the Golf Club, Hotel and Association staff may drive vehicles such as motorised ride-on mowers, "carry-all" motorised carts and golf carts for the development and maintenance of the Estate and Golf Course, on Estate's roads, provided:
- 20.7.1 the vehicles are in sound mechanical condition

- 20.7.2 The vehicles have adequate front and rear lights when driven after dark
- 20.7.3 The driver is competent to operate the vehicle.
- 20.8 No helicopters or any means of aerial conveyance may land or take off at any place on the Estate without the Estate manager and Civil Aviation authority's Authority.
- 20.9 No vehicle may at any time block the thoroughfare of other vehicles on any road.
- 20.10 Vehicles shall be parked in designated parking bays only on roads and hard surfaces. Residents may not park cars on any grass or pavements situated outside any Erf or Unit boundary.
- 20.11 All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 20.12 To guarantee exclusivity, no public members, including a hotel guest, will be permitted into the Estate's residential area unless accompanied by a resident, Member of the Association or a Golf Club member. It will not apply to golfers visiting the Estate on the Tee-sheet provided by the Golf Club when they will be allowed to travel the direct route from the main entrance to the Clubhouse only. Hotel guests playing golf will be shuttled by the Hotel to the Clubhouse and back.

21. **COMMERCIAL ACTIVITY:**

- 21.1 The Association shall regulate business in the Estate. Applications to conduct business (including home occupation offices) shall be lodged with the Association before the commencement of such activities.
- 21.2 No advertising board may be displayed anywhere within the Estate. Suppose the display of an advertising board regarding commercial activity is required by statute or any professional body. In that case, such a presentation shall only be erected after written approval from the Association.
- 21.3 No door-to-door canvassing or selling is permitted within the Estate.
- 21.4 Use of the Association's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the Association's mailing list. The Association will comply with the Protection of Personal Information Act.
- 21.5 No auctions of any manner, other than regarding an Order of Court, are permitted on the Estate.

22. FAILURE TO COMPLY WITH THE RULES:

- 22.1 Failure by a Member or resident to comply with any provisions of any Estate Rules may result in the Association:
- 22.1.1 Calling on the transgressor for an explanation and/or apology.
 - 22.1.2 Requesting the transgressor to comply with the rules.
 - 22.1.3 Issuing a fine according to the Schedule of transgressions.
 - 22.1.4 Withdrawing any previously given consent that applies to the particular matter.
 - 22.1.5 Demanding the transgressor to pay for damages resulting from non-compliance with any rule.
 - 22.1.6 Applying to the Court for the enforcement of the Rule.
 - 22.1.7 Taking disciplinary steps against the Member.
- 22.2 The actions to be taken and the penalties imposed for breaches or infringements of the Estate Rules shall be entirely at the Trustees' discretion. Trustees may deviate from the prescribed amounts as set out in the Schedule for Transgressions and Fines.

23. MISCELLANEOUS REGULATIONS:

- 23.1 A breach of the Association's Architectural and Development Guidelines or any other Regulation made in terms of the Constitution shall, in addition to any procedures and penalties prescribed therein, be subject to the policies and penalties set out in these Estate Rules.
- 23.2 All Members of the Association, members of their households, tenants, visitors and invitees shall adhere to the rules relating to booking procedures, tariffs, dress and behaviour about any sporting, recreational or other facility provided by the Estate.
- 23.3 Member's responsibilities regarding the provision of miscellaneous services in the Estate shall be regulated in a Services Supply Agreement to be entered into between the Association and any Member as a pre-condition to supply the relevant services.