



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

INTRODUCTION

OUBAAI GOLF ESTATE has been designed to provide a gracious and secure lifestyle for its Residents and members of the Golf Club. To protect and enhance this way of life, Estate Rules have been established regarding the Constitution of the Association.

The Rules are binding on all Members, Residents, or persons at or visiting the Estate, and shall be administered by the Trustees.

The registered owners of erven or units are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include 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The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general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 prime objective of the Rules 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 with its benefits. Levies must be paid, and rules must be obeyed to ensure the smooth running of the community in the interests of all concerned.

The Rules have been established regarding the Constitution. Should any rule contained herein conflict with any provision of the Constitution, 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. The Rules are subject to change from time to time.

No person or Member shall have any claim of whatsoever nature for damages against the Association as a result of a decision taken by the Association regarding the interpretation of the Rules.

DEFINITIONS AND INTERPRETATION

In these Rules, the following words and/or 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. **Nuisance:** For any claim to qualify as a nuisance under the law, the objectionable actions must be unreasonable according to normal social standards and also interfere with complainant's lawful use and enjoyment of her or his property over some time.
- j. **Pets:** only domestic animals posing no danger to residents or wildlife
- k. **Resident:** Any person permanently or temporarily living or staying within the Estate, including any Member, tenant, guest, or visitor
- l. **Rules:** The Rules set out hereunder
- m. **Trustees:** as defined in the Constitution
- n. **Tenant:** as defined in the Constitution
- o. **Vehicle:** Any form of conveyance, whether self-propelled, or drawn by machine, animal, human agency or any other means
- p. **Village:** The Oubaai Village - Village Falls, Village Terrace and Village Heights
- q. The singular shall include the plural and vice versa.

- r. The male gender shall include the female and neuter genders and vice versa.
- s. When reference is made to a period of days, it shall be a reference to a continuous period including the first day and excluding the last day.
- t. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Estate Rules. 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 household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

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 has been broken or infringed upon. Such fines shall form part of the levy and shall become due and payable on the due date of payment of the levy.
- 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 to be guilty of a separate offence. For every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

2. TENANTS:

- 2.1 The responsibility for enforcing 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 absence of the Member.
- 2.3 The Member shall notify the Association in writing, in advance of the aforesaid occupation, the details of the tenant or guest and the period of the lease or occupation.
- 2.4 The Member shall inform the tenants or guests of the Rules.
- 2.5 In the case of tenants, the tenants shall be obliged to register at the offices of the Association within 1 (one) day of arrival; provide a photocopy of their ID / Passport for security reasons; and to 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 Member complies with the Rules. This clause shall be written into the lease agreement.

3. **PROPERTY TRANSACTIONS:**

- 3.1 Only an estate or property agent accredited by the Association may be employed in the sale or letting of any property at the Estate, which accreditation the Association may withdraw in 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 whatsoever, and they must personally accompany prospective buyers or tenants onto the property. Arrangements must be made in advance with Security to visit the Estate.
- 3.3 An estate agent is accredited after signing an agreement with the Association to the effect that such agency shall abide by the stipulated procedures applicable to the sale and lease of the property in the Estate. After having been inducted in respect of the concepts, rules and conditions under which a purchaser and/or tenant acquires and/or leases the property in the Estate.
- 3.4 An accredited estate agent will, in particular, make any buyer aware of the Rules, Architectural and Development Guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership or occupancy. 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.
- 3.5 The authorised agent and the Member shall ensure that the purchaser and/or tenant is informed of and receives a copy of the Rules. Before access is permitted, the purchaser and/or tenant shall sign for receipt of the Rules.
- 3.6 If a member is in default as regards payment of a levy or any other debt due to the Association, then the Association shall be entitled to refuse to issue a Clearance Certificate, which is required to affect the transfer of an erf or unit.

4. **CONDITIONS OF TITLE:**

- 4.1 The seller is obliged to procure that, in addition to all other terms of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the purchaser takes title to the property:

“Every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereof, as defined in the Sectional Title Act, 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, nor any subdivision thereof, 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, or any subdivision thereof, or any interest therein, or any unit thereof as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon, without a clearance certificate from the Association which certifies that the provisions of the Constitution of the Association have been complied with.”

- 4.2 In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner to effect registration of an erf, the purchaser at this moment agrees to such change.

5. **SECURITY:**

- 5.1 Security guards shall not, under any circumstances, be abused.
- 5.2 No Member may issue instructions to security personnel.
- 5.3 Security protocol 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 or management of Association be allowed into the gate houses.
- 5.5 The ID card system for permanent workers, temporary workers, golf caddies, Golf Course staff and contractor representatives must be conscientiously enforced by every Member on people in his employment.
- 5.6 All Members must request visitors to adhere to a security protocol, and Members are always required to treat the security personnel in a cooperative manner.
- 5.7 Members must ensure that contractors in their employ adhere precisely to the security stipulations of the Contractors Registration Form and Builders Agreement.

- 5.8 Security related incidents must be reported to a member of the security office security manager or Estate Manager of the Association immediately.
- 5.9 Except for the Estate Manager or his appointed representative, no other person/security officer shall authorise a deviation from the Rules in respect of access and egress to and from the property and movement on the Estate.
- 5.10 Should Members install a burglar alarm system for their residences, it may be linked to armed response.
- 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. All fencing must be approved of by the Design Review Committee before the erection thereof.
- 5.13 Members on the perimeter wall are responsible for keeping any overgrowth at least 500 mm clear of the barrier.
- 5.14 No golf caddies will be permitted access to the estate unless by prior written arrangement with the Association.

6. **ARCHITECTURAL GUIDELINES**

- 6.1 The Architectural Guidelines as determined by the Trustees from time to time are applicable and shall prevail over any additional clauses hereunder.

GENERAL:

- 6.2 A building according to approved standards obviates the necessity of making costly changes at a later stage.
- 6.3 All building plans shall be in accordance with the architectural rules applicable to the Estate and shall be approved by the Design Review Committee before the commencement of any building work. This requirement is also applicable to any additions and alterations to existing structures and dwellings.
- 6.4 Building lines shall not be relaxed.
- 6.5 No subdivision of any property shall be allowed.

6.6 No property may be let or utilised for the purpose of a commune.

PLANS:

6.7 See Architectural and Development Guidelines for requirements.

6.8 Construction shall be completed within 15 months of the commencement date of foundations being laid, failing which the Association shall be entitled to charge the Member double levies as per the Constitution.

6.9 Prior to construction, a "Search and Rescue" certificate shall be obtained by the Association. Owners are subject to and shall comply with, the certificate in respect of plants that must be taken out and preserved.

6.10 Where houses and alterations have not commenced within 1 (one) year of the date of approval of the plans by the Design Review Committee, such initial approval shall lapse, and the plans shall be resubmitted for re-approval by the Design Review Committee.

6.11 Design and layout of the entire stand shall be considered from the outset. Special consideration shall be given to existing natural features on the site, i.e. existing flora and topography.

6.12 Site plans are required for all swimming pools. Particular attention shall be given to privacy, water drainage, the positioning of pool pump and safety fencing. Fencing must comply with National Building Act Regulations.

6.13 Man-made outdoor elements shall be indicated on plan and handed to the Association for scrutiny. Outdoor elements shall compliment the design of the house. Privacy and aesthetics shall be considered when evaluating the above.

7. ARCHITECTURAL REQUIREMENTS:

7.1 All building activities shall be subject to the Architectural and Development Guidelines provided for in the Constitution.

7.2 Elevation treatment of all buildings shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.

7.3 Special aesthetic consideration shall be given to the design of parapets, fascias, copings, eaves, roof trim, concealed guttering and

roofing materials in general as well as the design and layout of paving.

- 7.4 No solar panels, air conditioners or geysers may be visible from the street or the Golf Course. Screening shall be done architecturally.
- 7.5 Outbuildings and additions shall match original design and style, both in elevation consideration as well as materials and finish.
- 7.6 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.
- 7.7 The treatment of sidewalks and gardens is considered to be of paramount importance as they have a direct influence on the aesthetic quality of the neighbourhood.
- 7.8 The diverse nature of neighbourhoods should give rise to a various treatment of street boundaries. To create a degree of visual integrity, street boundary walling designs shall be strictly controlled.
- 7.9 Lean-tos and temporary carports are not permitted. Carports are to be designed to form an integral part of the house layout.
- 7.10 *The position, size and placing of TV antennae and satellite dishes must not be unsightly.*
- 7.11 No Wendy houses or tool sheds may be erected.

APPROVAL OF PLANS:

- 7.12 Perspective views and photographs may be requested for final approval.
- 7.13 Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the Design Review Committee, based on aesthetics, which approval shall not be withheld unreasonably.
- 7.14 Nothing in the Rules shall be construed as permitting the contravention of the Conditions of Title to any erf or any by-laws or regulations of the Local Authority.
- 7.15 The Association reserves the right to prevent Members and/or their contractors from commencing construction without prior approval from both the Association and the Local Authority.

- 7.16 Should any deviation be contemplated or become necessary after plan approval, the Design Review Committee is to be notified forthwith and deviation plans, clearly setting out the nature of the difference, shall be submitted for approval before the deviation being constructed.
- 7.17 Upon completion of all construction and before the release of deposits, the Member shall complete the necessary forms and arrange for a final inspection of the site. After the inspection, the Association will deliver to the Member a copy of the duly issued certificate of compliance from the Association for submission to the Local Authority. The Local Authority will not issue any Occupation Certificate before the issuing of same from the Association.

CONDITIONS ABOUT HOME OFFICES:

- 7.18 No business shall be conducted from a Residential Erf without the prior written consent of the Association. All Members and tenants wishing to conduct 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.
- 7.19 The home offices shall not exceed 60 (sixty) square metres in total.
- 7.20 Only the Member and two assistants may work from the home office. The home office shall at all times accommodate on the premises the vehicles of both workers and visitors. No parking shall be allowed on the pavements.
- 7.21 No business signage may be displayed whatsoever. If the display of an advertising board in respect of commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the Association.
- 7.22 A special levy, as determined by the Trustees from time to time, shall be payable in respect of home offices.

SPECIAL DESIGN CRITERIA FOR STANDS:

- 7.23 Golf ball safety nets are not permitted.
- 7.24 Only approved plant material based on the landscape plan shall be planted. Landscape plans for this area must be submitted to the Association for approval.

- 7.25 The position of boundary walls shall be determined in consultation with the Design Review Committee.
- 7.26 Regarding the Rules, no dwelling may be occupied unless all work is complete or a Temporary Compliance Certificate, valid for three months has been obtained. Completion of work shall include painting, garden, driveway and the full installation of plumbing, electrical fittings and all items as per the approved plans.
- 7.27 No portable pools are permitted.
- 7.28 Swimming pool backwash must be connected to the sewer system and not to storm water draining pipes or discharged directly onto the roadways.
- 7.29 All swimming pools must be fenced in or covered by Local Authority regulations.
- 7.30 No boreholes or well points may be drilled on any erf.

8. NATURAL ENVIRONMENT AND COMMUNAL AREAS:

GENERAL:

- 8.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.
- 8.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of the Estate, or unreasonably interfere with the use and enjoyment of the Common Property and the Golf Course by others.
- 8.3 No person shall discard any litter or any item of any nature whatsoever in the Estate, except in receptacles set aside for this purpose by the Association.
- 8.4 No camping and or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.
- 8.5 No fire shall be lit at the Estate, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.
- 8.6 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. No person shall unless authorised by the Association to do so, pick or plant any flowers or plants on the Common Property or Golf Course.

- 8.7 Subject to any Environmental or Planning Law or regulation made regarding such laws, the Association shall be entitled to prohibit access to any part of the open space to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 8.8 No person shall display or discharge a firearm, air rifle, crossbow or any similar weapon anywhere on the Estate.
- 8.9 Hunting is prohibited on the Estate, and the trapping of birds and animals and setting of snares are expressly prohibited.
- 8.10 No rubble or refuse may be stored, dumped or discarded in any public and/or private area.
- 8.11 Members and their tenants or guests are urged to leave any open space visited in a cleaner condition than that in which it was found. Members must pick up and dispose of any litter encountered in open spaces.
- 8.12 Flora, as well as any natural features such as rocks and items of archaeological significance, shall not be damaged or removed from any open space.
- 8.13 Fauna of any nature shall not be chased, trapped or harmed in any way.
- 8.14 No animal, bird or reptile may be slaughtered or killed within the Estate, not even for religious reasons.
- 8.15 Members shall maintain a high standard of the Garden, Golf Course frontage and pavement maintenance.
- 8.16 Members shall ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 8.17 Vacant stands must be kept clean on a regular basis to the satisfaction of the Association, failing which, the Association reserves the right to clean the stand at the owner's expense.
- 8.18 Member's use of any open space areas, 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.

- 8.19 No bathing, fishing or boating in the dams shall be allowed; nor shall dogs be permitted to swim therein.
- 8.20 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam at the Estate.
- 8.21 No bathing in any public water feature.
- 8.22 No water sport is permitted on dams at the Estate, and no person shall enter any dam within the Estate.
- 8.23 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 injurious to plant, animal or bird life, or which may in any way be unsightly.
- 8.24 No person shall discard any litter or any article of any nature whatsoever in the dams and streams in the Estate.
- 8.25 No fishing is permitted without the prior written consent of the Association and subject to the terms and conditions imposed by the Association.
- 8.26 Garden encroachment shall not be permitted.
- 8.27 The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.
- 8.28 Garden and other floodlights shall be adequately screened so as not to cause discomfort to neighbours.

9. **GOOD NEIGHBOURLINESS:**

- 9.1 Any business activity or hobby that shall cause aggravation or nuisance to fellow Members shall not be conducted on any property. This includes auctions, jumble sales and garage sales.
- 9.2 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.
- 9.3 Mechanical maintenance and the use of power saws, lawn mowers and the like shall only be undertaken between the following hours:

Monday to Friday	07h30 – 18h00
Saturday	08h00 – 13h00
Sunday	None

- 9.4 Excluded from these hours is the necessary maintenance of the Golf Course.
- 9.5 No gardening by non-residents shall be allowed on Sundays.
- 9.6 Refuse, refuse bins (except on official collection days), garden waste and refuse bags shall not be placed on the pavement and must be stored out of sight of the road and/or golf course. Garden waste must be removed on the same day. Where any item of rubbish is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such waste must be disposed of.
- 9.7 Members 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.
- 9.8 Members must ensure that their children and the children of members of 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 regards their households, employees, invitees and guests.
- 9.9 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 any steps required within the scope of the Rules and the Constitution. The Association is not prevented by this clause from taking action on its initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.
- 9.10 Should any Member wish to install an electricity generator on their erf/unit, it will be subject to the following provisions:
- It must be quiet
 - It must not impact on the surrounding neighbours
 - No noise is permitted after 22h00 and before 06h00

10. **DISPUTE RESOLUTION:**

- 10.1 In the event of annoyances or complaints, the parties involved shall attend as far as possible to settle the matter between them, exercising good tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and, in particular, a dispute between neighbours, the procedure shall be as follows:
- 10.1.1 Written submissions shall be made by the parties involved in the dispute to the Trustees.
- 10.1.2 The Trustees may, in their sole discretion, decide as to whether the Trustees shall arbitrate on the matter or not.
- 10.1.3 If the Trustees are of the view that they are entitled to intervene on the matter, the decision of the Trustees shall be final and binding in respect of the resolution of the dispute.
- 10.1.4 If the Trustees are of the view that they are not prepared to arbitrate on the matter, the Trustees may either:
- 10.1.4.1 inform the parties involved that the Trustees are not willing to intervene in the case, and the parties shall resolve the dispute themselves and by legal action and/or arbitration.
- 10.1.4.2 The Trustees may refer the case to an independent arbitrator, in the discretion of the Trustees, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute. The arbitrator's decision shall be final and binding, and the arbitrator shall be entitled to make an award as regards legal costs.

11. **USE OF THE STREETS:**

- 11.1 The streets are for the utilisation of all Residents; whether it is on foot, roller skate, bicycle, motorcycle, golf carts, trucks, delivery vans, buses, cars or the like.
- 11.2 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.
- 11.3 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.

- 11.4 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 of the legislation mentioned above or rules.
- 11.5 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 11.6 Only vehicles registered by the Association and licensed by a local authority are permitted to drive on the streets of the estate. All other common areas are off-limits. However, this excludes tractors, petrol or electrical carts duty vehicles used by the HOA or Golf Course staff to perform maintenance duties.
- 11.7 Motorbikes are only permitted within the Estate by prior arrangement and approval by the Association.
- 11.8 Only licensed drivers may operate and drive vehicles within the Estate, which includes golf carts. All privately owned golf carts shall be registered with the Association and have permanent identification plates.
- 11.9 Only battery-powered carts are allowed. The colour can only be, EzGo: Ivory (White), Club Car: Caregeme or Yamaha: Ivory (White), Sandstone Gold, Beige (light). Roofs can be white, black or the same colour as the cart.
- 11.10 The use of vehicles with noisy exhaust systems, save for entering into or exiting the Estate, is prohibited.
- 11.11 Parking in streets and obstructing traffic flow is prevented.
- 11.12 Golfers and other pedestrians will frequently cross streets at designated crossings within the Estate. They have the right of way. Motorists are always reminded to approach intersections with caution.
12. **ENSURING A PLEASING STREETScape AND PROPERTY BUILDING MAINTENANCE:**
- 12.1 The participation and contribution of every Member will help create a neat and pleasant streetscape.

- 12.2 Owners shall at all times maintain the exterior of their houses, their garden, boundary walling or fencing, and the sidewalk between the kerb and the road boundaries of their property to the satisfaction of the Association.
- 12.3 Freehold Houses on the Estate– The maintenance of a freehold house internally and externally including all railings, gardens, stone cladding, fencing and roof are the responsibility of the owner and is therefore not taken into account in the Levy.
- 12.4 Owners are required to maintain the interior and exteriors of their houses and gardens to the high standard expected in the Estate.
- 12.5 The Association may from time to time request the Owner to undertake property maintenance to comply within a stipulated reasonable period.
- 12.6 If this maintenance is not carried out by the member within the deadline stipulated by the Association, the Association shall be entitled to perform the maintenance on the property and recover the costs from the Owner or fine the member as set out in the "SCHEDULE OF TRANSGRESSIONS AND PENALTIES.
- 12.7 Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the Design Review Committee guidelines.
- 12.8 Prior approval must be obtained from the Estate Manager regarding colour BEFORE painting commences.
- 12.9 Garden fences and/or walls and outbuildings forming part of the streetscape shall be regularly maintained and painted.
- 12.10 The Association has the right to effect repairs at the cost of the Member should it be considered necessary.
- 12.11 No advertising sign boards shall be placed in street or other areas. Only accredited agents, the golf club and clubhouse, may erect particular Association approved signage.
- 12.12 Building erf boards, as specified by the Association, are only permitted during the construction period.
- 12.13 Washing lines must be suitably screened from the street and neighbouring properties. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose.

- 12.14 Washing lines, twirly dry's, etc. must be below the level of the yard walls.
- 12.15 Building material may only under exceptional circumstances be stored on the pavements. Authorization in writing must be received in advance from the Association. Building rubble shall be regularly removed.
- 12.16 Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.
- 12.17 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.
13. **PETS:**
- 13.1 Subject to sub-rule 13.2, no owner or occupier of a property in the Village (herein further referred to as an owner or an occupier) shall, without the prior written consent of the Association be entitled to keep any pet in the Village. To obtain such consent, the appropriate application form must be completed, and a digital photo must be provided for each domestic animal to be recorded on a pet register that will be maintained by the Association for identification purposes.
- 13.2 Owners who lawfully kept pets in the Village on the date of acceptance of these Conduct Rules relating to pets, must within 30 (thirty) days, through the Managing Agent, apply in writing to the Association for consent to retain such pet or pets, which consent may not be unreasonably withheld.
- 13.3 The Local Authority by-laws relating to pets shall be strictly enforced.
- 13.4 Members may not keep more than two animals on their property. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the property. Fences or enclosures must conform to the Architectural and Village Guidelines regulations. Should the property not have available space to erect a fence, the owner must seek approval from the Association before erecting any fence.
- 13.5 Owners shall, based on the requirements, ("Letting, occupation of units and related matters") apply on the behalf of their tenants for the registration of pets, provided that such domestic animals may be kept only by members, long term tenants (6 months plus) and not by short term tenants (less than 6 months), guests or visitors.

- 13.6 The Association must not later than 21 (twenty-one) days after submission of the application at the offices of the HOA, decide on the application. The Association 's decision will be conveyed to the applicant by the within 3 (three) days after such decision.
- 13.7 The Association may not unreasonably refuse an application, and should an application not be granted, the Association shall within 10 (ten) days of being so requested through the Estate Manager, provide the owner or occupier with reasons for its decision. The Association's decision shall be final and binding.
- 13.8 All approved pets will be placed on a register that will be maintained by the Association.
- 13.9 Owners or occupiers shall not be entitled to replace any pets or introduce other pets in the Village without the prior written consent of the Association (which shall be applied for as stated hereinbefore) and each pet shall be individually registered.
- 13.10 Unless compelling reasons are given and unless the Association are of the view that the house and yard of the house concerned are suitable for those purposes, each household shall in aggregate not be allowed more than 2 (two) dogs and cats in aggregate. The Association shall in respect of any other pets determine the maximum number per household that will be allowed.
- 13.11 All cats and dogs shall be vaccinated as may be required in terms of any law and all cats and dogs shall be neutered and an appropriate certificate of confirmation in that regard shall be submitted before any dogs or cats shall be allowed in the Village, subject, however, to 30 (thirty) days transitional period in respect of dogs and cats lawfully held in the Village on the date of acceptance of these Estate Rules.
- 13.12 Only non-aggressive dogs of medium to small build shall be approved, for purposes of which medium to small dogs shall be required to weigh not more than 20kg and have a height at their shoulders of not more than 65cm. For the avoidance of doubt, it is provided that these parameters shall be complied with not only on the date of approval of an application but throughout.
- 13.13 Subject to the provisions of sub-rule 13.14, owners and occupiers shall, in order to ensure that a hygienic environment shall be maintained, daily remove all pet excrement and place it within a plastic bag before disposal in an appropriate manner.

- 13.14 Pets shall not be allowed to roam in the complex and cause nuisance to other owners and occupiers. An owner or occupier will, however, be entitled to walk their pet in the complex provided that the pet shall at all times be on a leading-string and under direct control and supervision of the owner or occupier. The owner or occupier shall be responsible for the immediate removal of any excretion at any such time.
- 13.15 All dogs and cats shall wear collars with identity tags displaying the owner's or the occupier's house number and telephone contact number.
- 13.16 Pets shall be confined to the owner's or the occupier's property in such a manner as not to be a nuisance to other owners or occupiers and should any structures be erected for such pets, the provisions of relevant clauses of the Constitution ("Architectural and Village Guidelines regulations") shall be complied with.
- 13.17 Should any pet cause a nuisance to other owners or occupiers by excessive barking, whining, howling, screeching, etc, the Association may, apart from being entitled to impose a fine in accordance with rules and ("Schedule of Transgressions"), after having given the owner or occupier the opportunity to furnish reasons why the Association shall not order the removal of any such pet, be entitled to rule that such pet shall be removed within 14 (fourteen) days of notification. The Local Authority by-laws relating to pets will be strictly enforced. These by-laws make provision for criminal proceedings to be instigated by complainants in the instances where due consideration is not given to neighbours.
- 13.18 Any Domestic animal that bites or savages any person or animal, unless it can be proved that such bite or savaging was in reasonable defense of the owner or person responsible for the keeping of the animal, or his or her dependents, will be immediately removed from the Estate.
- 13.19 Any stray pet without identification that cannot be traced to a homeowner or occupier will be removed to a place of safekeeping such as Animal Welfare or the SPCA and all costs therefrom arising shall be borne by the owner or occupier concerned should his identity at any time be established.
- 13.20 No owner or occupier shall leave a pet unattended overnight. Alternative arrangements must be made to house the animals in a kennel or cattery or any other suitable place. Domestic animals may not be left at a residence for an extended period without being attended to (10 hours or more). Should the owner of the animal not be

in residence for an extended period suitable arrangements of engaging a friend or house sitter to care for the animal/s must be made, or the animal/s must be taken to a suitable place of care.

- 13.21 Breeding of animals is strictly prohibited within the Village.
- 13.22 No wild animals may be kept as pets in the Village. Poultry, pigeons, aviaries, wild animals, livestock or the like shall not be kept within the Estate. Outdoor aviaries are not permitted.
- 13.23 General restriction of animals kept on residential erven.

Property Description	Property size in m ²	Animal Size	Max Number of Animals per Property	Max Number of Dogs	Max Number of Cats
Village	125 – 225	X-Small	2	2	2
Village	226 – 400	Small	2	2	2
Erven	600 plus	Medium	4	2	2

14. **GOLF COURSE CODE OF CONDUCT:**

- 14.1 All must abide by the Golf Club and Lifestyle Centre Rules.
- 14.2 Although the Golf Course is an inherent part of the Estate, it is incumbent on architects and Members to situate their property in positions that would avoid any possible damage to their property or person, caused by golf balls as a result of a badly hit golf shot. Members shall ensure their property against this type of damage. It is also incumbent on the owner of the property to disclose this hazard when selling or letting the property.
- 14.3 Residents have the right to access the Golf Course only when the Golf Course is not being utilised for golfing activities and may only be used for the purpose of recreation such as walking, jogging, cycling or other purposes as the Golf Club may approve or allow.
- 14.4 Residents shall be responsible for their own safety, including that of guests and children, when using the Golf Course or any other facilities under their control and any liability for injuries sustained on or near and any consequences thereof shall rest with these persons. It is the responsibility of the person to confirm the rules and regulations with the owners or operators of these private facilities before using it. The owners or operators of the properties has the right to institute and dictate terms or deny any person access to the private property.

- 14.5 No resident, other than a Golf Club member may use the Golf Course as a short cut. Only Golf Course, HOA staff or their appointed contractors may enter and cut across the course for work-related activities.
- 14.6 Golfers shall always have priority and playing preference when playing the Golf Course—however, the Golf Club may amend the priority preference from time to time to accommodate residents.
- 14.7 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.
- 14.8 No person may remove any course hardware, e.g. flags, signage, etc. and all lost golf balls are the property of Golf Club if on the golf course. Collecting balls in the greenbelt areas are prohibited as it is protected area.
- 14.9 Dogs are to be exercised on a lead at all times. The Golf Course is private property and the owners or the operators have the right to request any person to leave the property on their terms.
- 14.10 No water or electricity may be tapped from the dam systems, water or electrical reticulation which is not on the owner's own property. Illegal connections are against the law and transgressors will be prosecuted.
- 14.11 Motorcycles, scramblers, and the like are not allowed on the cart paths. The Golf Club owners may act against any person that contravenes their rules and/or regulations.
- 14.12 No contractor, other than those in the employ of the Golf Course, may go onto Golf Course property. No dumping or driving across Golf Course property allowed.

15. **RULES REGARDING BUILDING CONTRACTOR ACTIVITY:**

- 15.1 See Construction Agreement

16. **INTRODUCTION:**

- 16.1 The Association has adopted certain rules relating to building contractor activity on the Estate. The primary intention of this regulation is to ensure that all building activity is conducted with the minimum of inconvenience and disruption to Members.

17. LEGAL STATUS:

- 17.1 The rules governing building activity as set out in this document are binding on all Members, their contractors and sub-contractors. Furthermore, all Members are obliged to ensure that their building contractors, stay in contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Members are required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate. The Association has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a Member or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.
- 17.2 All Members and their contractors who undertake any building activity are required to read and complete a contractor's registration form (available from the Association) and sign such form 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.
- 17.3 All Members using "Stay in Contractors" that undertake any building or maintenance activity, are required to read and complete a contractor's registration form, available from the Association and sign such form before proceeding with any building or maintenance activity in the Estate. Failure to inform the Association or infringements of the rules by the "Stay in Contractor" may result in non-compliance and the Association may act against the Member and Contractor.

18. GENERAL CONTRACTORS:

- 18.1 Unless otherwise agreed by the Association contractor activity is restricted to the following times:
- 06h00 – 18h00 Normal weekdays
08h00 – 13h00 Saturdays.
No Activity on Sundays.
- 18.2 Contractor personnel are permitted to stay on the property only, to fulfil their maintenance duty. Any other movement in and around the Estate must obtain prior approval from the Association.
- 18.3 All Contractor workers and/or their sub-contractor workers must enter the Estate in a valid registered and licenced vehicle with via the Association's implemented access procedures or with a resident in his/her vehicle.

- 18.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the service provided. Rubbish/rubble shall be removed every three days and not burnt or disposed of on the Estate. No debris dumping on adjacent stands or the pavement is allowed.
- 18.5 The erf is to be kept clean and properly screened as prescribed. If the contractor or owner fails to keep the site clean and tidy (within reason), then such maintenance work may be stopped until such time that the site is properly cleaned and the member may be panelised for non-compliance.
- 18.6 Materials off-loaded by a supplier that encroach onto the sidewalk or roadway must be moved onto the site by the contractor immediately. Material and/or rubble must not be allowed to remain on the road or sidewalk, and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.
- 18.7 Deliveries from suppliers must be scheduled regarding paragraph 18.1.
- 18.8 Building boards must be erected, and boards must comply with the Association's specifications, details of which are available from the Association. Such boards are to be erected on the site and not on the sidewalks. Sub-contractor's boards are not permitted. All boards must be removed after issuing of the Occupation Certificate.
- 18.9 The Member and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property.
- 18.10 Should the Association have any reservations concerning the conduct of the contractor and/or subcontractor, the Association reserves the right to suspend all maintenance activity until such conduct is rectified, or may request the contractor to vacate the property and leave the estate which it may do at any time and without notice, and free of recourse from the Member and/or contractor.
- 18.11 This rule must be fully understood and accepted by the contractor, Member and/or any sub-contractor, and they must undertake to comply with these Estate Rules in addition to any new rules and regulations that may be introduced by the Association from time to time.
- 18.12 This document must be fully understood and accepted by the contractor, Member and/or any sub-contractor, and they must undertake to comply with these Rules in addition to any new rules and

regulations that may be introduced by the Association from time to time.

18.13 Only approved contractors and/or contractor's employees who are in possession of official South African identity documents or valid working permit will be allowed access to the Estate. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality will be denied access to the Estate.

18.14 The Association shall be entitled to levy fines against the Member or their contractors and/or sub-contractors concerning any contravention of the above.

18.15 No unauthorised persons are allowed to building sites under construction.

19. **TRAFFIC:**

19.1 No vehicles shall enter or leave the Estate at any point other than at the entrance gates.

19.2 Non-Members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Constitution.

19.3 All vehicles entering the Estate shall stop at the vehicle entrance.

19.4 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of the Estate.

19.5 All Members and tenants are required to advise Security at the entrance gate to admit any person (including a member of his family) to the Estate, giving the name of the individual to be admitted and the approximate time of arrival. Failing this, the Security Officer will when approached by any person for entry to the Estate, telephone the destination points for instructions. Entry will be refused if the above process cannot be concluded satisfactorily.

19.6 The Association may, using appropriate signage designed specifically for the Estate, give direction as to the use of roads or any portion of the roads and Common Property, and failure by any person to obey this signage shall be a contravention of these Rules.

19.7 Notwithstanding clause 11.5 and subject to the provisions of clauses 11.3 and 11.8, vehicles such as motorised ride-on mowers, "carry-all" carts for the development and maintenance of the Estate, as well as motorised golf carts may be driven on Estate's roads, provided:

- 19.7.1 the vehicles are in sound mechanical condition;
- 19.7.2 the vehicles have adequate front and rear lights when driven after dark; and
- 19.7.3 No helicopters or any means of aerial conveyance may be landed at any place on the Estate without the authority of the Estate manager.
- 19.8 No vehicle may at any time block the thoroughfare of other vehicles on any road.
- 19.9 Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any Erf or Unit boundary.
- 19.10 All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 19.11 To guarantee exclusivity, no members of the public will be permitted into the residential area of the Estate unless accompanied by a Member of the Association or a golf club member. This will not apply to golfers visiting the Estate on corporate golf days when they will be allowed to travel the direct route from the entrance to the Clubhouse.

20. **COMMERCIAL ACTIVITY:**

- 20.1 The Association shall regulate business in the Estate. Applications to conduct business (including home offices) shall be lodged with the Association before the commencement of such activities.
- 20.2 No advertising board may be displayed anywhere within the Estate. If the display of an advertising board in respect of commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the Association.
- 20.3 No door-to-door canvassing or selling is permitted within the Estate.
- 20.4 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.

20.5 No auctions of any manner, other than regarding an Order of Court, are permitted on the estate.

21. **FAILURE TO COMPLY WITH THE RULES:**

21.1 Failure by a Member to comply with any provisions of any Rules may result in:

21.1.1 a call for explanation and/or apology and/or a reprimand and a request to comply; and/or

21.1.2 the imposition of a fine; and/or

21.1.3 the withdrawal of any previously given consent applicable to the particular matter; and/or

21.1.4 an order to pay for damages resulting from non-compliance with any rule; and/or

21.1.5 an application to Court for the enforcement of the Rule; and/or disciplinary steps.

21.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules mentioned in this document or in the transgression schedule shall be entirely at the discretion of the Trustees and may be revised from time to time. See Schedule for Transgressions and Fines.

22. **MISCELLANEOUS REGULATIONS:**

22.1 A breach of the Associations' 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 procedures and penalties set out in clause 6 of these Estate Rules.

22.2 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, the recreational or other facility provided by the Estate.

22.3 The responsibilities of Members in respect of the provision of services in the Estate shall be regulated in a Services Supply Agreement to be entered into between the Association and each Member as a pre-condition to the supply of the relevant services to the Members.