



**EBOTSE HOME OWNERS
ASSOCIATION
(EHOA)**

RULES AND REGULATIONS

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**IN FAVOUR OF THE EBOTSE GOLF & COUNTRY ESTATE HOME
OWNERS ASSOCIATION**

EBOTSE HOME OWNERS ASSOCIATION (“EHOA”)

RULES AND REGULATIONS SEPTEMBER 2017

Should there be any conflict between these Rules and the MOI of “Ebotse Golf and Country Estate Home Owners Association (Pty) Ltd” and the Architectural Guidelines as amended from time to time, these rules will take precedence.

The EHOA is not liable for any injury or loss sustained by any party making use of the facilities of the Ebotse Golf and Country Estate (the Estate). The Information and Rules contained in this document help to control the Estate but cannot be expected to cover every eventuality. This document will be updated from time to time as considered necessary by the EHOA Directors and Members. This document should be read in conjunction with the Builder’s Rules governing building activities as amended from time to time.

This document addresses the following:

A. General Information

B. Rules of the EHOA

Definitions:

In this document the following words shall have the meanings hereunder assigned to them:

- Member: Defined as the natural person or legal entity who/which is the registered owner of any land or unit within the Estate.
- Unit: An Erf or Sectional Title Unit within the Estate.
- Resident: Any person residing on the Estate.
- Directors: The persons duly appointed/elected as Directors of the EHOA in terms of the Articles of Association.

A. GENERAL INFORMATION

1. Ekurhuleni Metropolitan Municipality (EMM)

Public amenities (roads, parks, libraries, building control, garden and household refuse collection, electricity, water, sewage, protection services, etc.) fall under the EMM. Rates are paid to the EMM to cover the costs of these services.

Building plans are required to be submitted to and passed by this authority, after being passed by the EHOA.

Utility services are provided in good faith in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous basis. However, as with any house in any suburb, no guarantee can be given that all services will operate fully. Outages do occur and such temporary inconveniences do not empower Members to reduce required payments to the local authority or to the EHOA.

2. Ebotse Homeowners Association

The EHOA office's physical address is Ebotse Golf & Country Estate, Sarel Cilliers Street, Rynfield, and Benoni.

The EHOA is an association of all Members of the Estate, to which the function of managing and running the Estate to the benefit of all is, assigned. The legal entity of the EHOA is a Section 21 Company not for gain. It therefore does not operate to make a profit. Its sole purpose is the running of the affairs of the Estate for the benefit of all Members.

EHOA and its operation are legally bound by its registered MOI which lays down all definitions, procedures and regulations. The full MOI are available for viewing at the EHOA offices and copies are available at a nominal charge.

3. Membership

With the purchase of a Unit goes obligatory Membership of EHOA. Membership of the EHOA confers one voting right per Unit owned. Multiple ownerships (joint ownership, trusts, close corporations, companies, etc) are required to nominate one party only as "the principal Member". Members may not resign their Membership.

4. Management of EHOA

The EHOA is managed by its Board of Directors. Being a registered company, the Directors are elected by the Members at the annual general meeting.

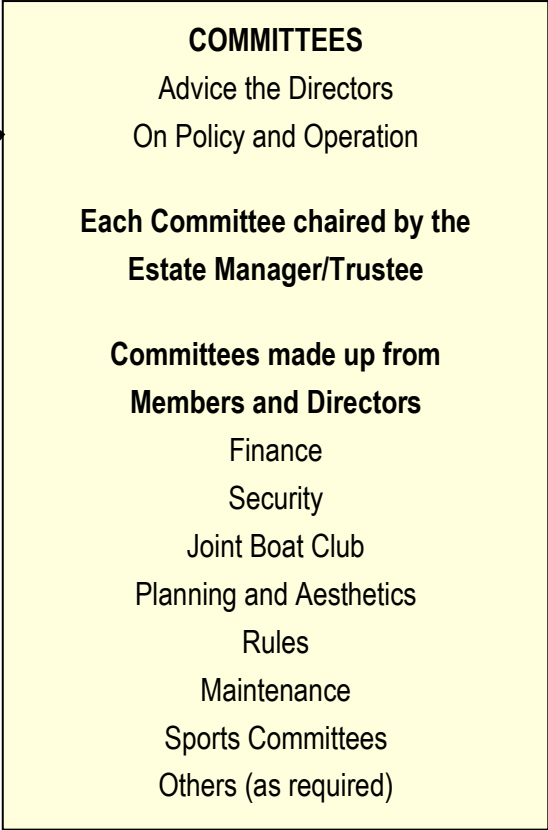
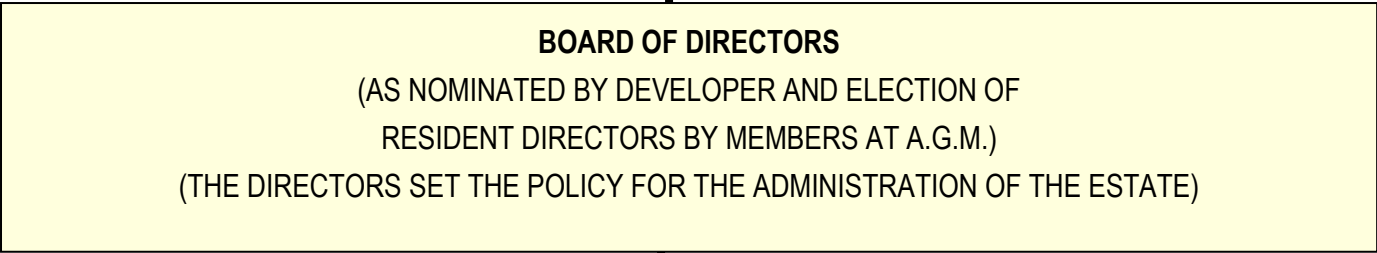
In furtherance of this, the Directors may inter alia:

- * Hire, contract or assign officials or firms to carry out services.
- * Raise funds, to accomplish their duties, by way of levies.
- * Appoint individuals or committees as required for advice and assistance.
- * Make rules to regulate the conduct of Members for the benefit of all, and impose financial penalties for non-compliance.
- * Accredite agencies or businesses to carry out work on the Estate.

The Directors' overall aim is to establish, nurture and maintain a family lifestyle and a secure, tranquil and peaceful lifestyle on the Estate, whilst efficiently running the day-to-day functions and maintaining and improving the value of the Estate as a whole.

To help achieve these objectives, the Directors form Committees (normally from Members) to attend to matters regarding the running of the Estate and to make recommendations for improvements.

The Directors set policies and appoints staff to carry out these policies and perform the day-to-day running of the Estate. The day-to-day running of the Estate is the responsibility of the Estate Manager. The organogram showing the structures of the appointed staff is as follows:



5. Common Property of the Estate

The common property of the Estate which falls under the responsibility of the EHOA includes:

- Parks and common open ground
- Walking paths and boardwalks
- Streets and street lamps
- Entrance buildings, walls, fences and related security systems and services
- Golf Course
- The lakes/dams on the Estate
- Central/common communication systems
- Clubhouse

6. The Budget and Reserves

the financial year runs from 1 March to 28 February.

The budget required to run the Estate is estimated in advance each year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general, including the maintenance of its common property. Estimated income for the year is deducted from the estimated expenditure resulting in the funds required from Members - i.e. the levy.

In all residential community developments there is an ongoing requirement for maintenance and renewal of common property (security fence, gate houses, etc) and of general utilities (roads, storm water drainage, etc) as and when necessary. A "Reserve Fund" payment is included in the levy to cover these future planned maintenance items and renewals, whereby a reasonable amount is collected each year towards meeting expected expenditure in the future.

The budget is an estimate. Any end-of-year actual deficit can be collected from Members. Similarly, any excess can be used for keeping the levy increase to a minimum, or be transferred to the Reserve Fund.

7. Payment of Levies

Levies are invoiced in twelve monthly installments and payment is due in advance by the 1st of the month. As levy monies are required timeously in order to meet obligations, the late receipt of payments is detrimental to the financial interests of the Members. Late payment of levies is therefore surcharged with interest at prime overdraft rate plus 2%. When Members are going away they should arrange for the advance payment of levies to meet the due dates. Full details of requirements for payment of levies are covered under the Rules.

Under no circumstances may Members offset the payment of levies against any other debt or reduce or not pay levies for partial or non provision of services. Please take note that Members will not be allowed to commence with building activities on their respective stands unless their levies are up to date.

It is recommended levies be paid by debit order and can be arranged via the EHOA's office. Cash payments will unfortunately not be accepted.

8. Insurance

it should be noted that insurance cover for all houses and the contents of the household is the responsibility of the Member. EHOA holds insurance cover over the common property of the Estate.

9. Post

In the interests of security, a physical street address on the Estate is not a valid postal address as no deliveries are made. It is essential that a P O Box address is obtained. The Post Office delivers to private post boxes situated in the parking area inside the Main Gate area and residents should apply for a box at the Rynfield Terrace Spar Post Office.

10. Recreation

On the Estate there is recreational facilities available, which are subject to the rules of the EHOA and the individual sports bodies responsible for the running of these facilities. In as far as the recreational facilities are concerned, all lights are to be switched off by no later than 21:30.

11. Disclaimer of Responsibility

The EHOA and Directors shall not be liable for any injury to any person, damage to or loss of any property to whosoever it may belong occurring or suffered, upon the Estate regardless of the cause thereof, neither shall the EHOA and Directors be responsible for any theft of property occurring on the Estate. Residents and Members shall not have any claim or right of action against the EHOA and Directors for damages, loss or otherwise, neither be entitled to withhold or defer payment of any amount due by them.

B. RULES OF THE EHOA

1. INTRODUCTION

- 1.1** Living on the Estate means being part of a community of people who share a secure and high quality lifestyle. Rules for the community provide a means of protecting the lifestyle through an acceptable code by which Residents may live together.
- 1.2** In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between them, exercising respect, tolerance and consideration.
- 1.3** The Directors of the EHOA, in terms of clause 63.1 of the MOI, are given the power to make Rules for the management, control, administration, use and enjoyment of the Estate. The Directors have the power to substitute, add to, amend or repeal any Rule.
- 1.4** The Rules are applicable to, and shall be abided by:-
 - all Members
 - members of the households of Members
 - Members' employees, guests and invitees
 - all Residents

- members of the households of all Residents
- Residents' employees, guests and invitees
- any person who gains access to the Estate under the authorization of a Member
- any person who gains access to the Estate under the authorization of a Resident

Members shall vicariously be responsible for any act or omission in contravention of the Rules by any of the above persons and shall be:-

- responsible upon demand by the Directors to take such measures to prevent the occurrence of such contraventions;
- Liable for payment of such fine(s) as the Directors may impose in terms of the powers vested in them in terms of the EHOA and/or the Rules.

Such fines shall be deemed to be part of the levy due by the Member.

- 1.5** Any Member of the EHOA has the right to approach the Directors in writing (via the Estate Manager) for consideration to be given to make changes to any Rule which is perceived to be impractical or inhibiting the Resident's enjoyment of living on the Estate. Any decision resulting from such consideration shall be entirely at the Directors' discretion and shall be binding on all parties.

2. DESIGN GUIDELINES

2.1 Construction of Dwellings

All houses/dwellings on the Estate are to be designed and built in terms of the Architectural Guidelines of the Estate. The procedure to be followed in respect of the submission can be obtained from the EHOA offices. No construction or installation may commence prior to full EHOA and EMM approvals. All designs and construction requirements are vested in the Architectural Design Guidelines and can be obtained on request from the HOA.

2.2 Certificate of Completion

No dwelling may be occupied without the issuing of an Occupation or Beneficial Occupation Certificate by EMM.

3. USE AND OCCUPATION OF UNIT

3.1 Use of a Unit

The use of a Unit shall be governed by the EMM Town Planning Scheme in force at that time, or any other approved scheme applicable to the Estate from time to time. **A Unit may be used for residential purposes only.** (i.e. no trading whatsoever will be allowed, nor any business operations which necessitate staff/clients visiting the dwelling/accessing the Estate, or the registration of the premises as a business premises in terms of the Town Planning Scheme.)

3.2 Occupation

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

3.3 Drying of Laundry

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

3.4 Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the Estate's Environmental Impact Assessment and subsequent Environmental Management Plan, may be kept on the Estate. *(This Rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).*

3.5 General House Maintenance

The exterior of every "freehold" dwelling together with fences, driveways, etc., must be continuously and at all times maintained by the Member in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate. Homeowners who wish to upgrade or improve existing dwellings should submit drawings for approval to the Aesthetics Committee. The Aesthetics Committee will scrutinize these plans and issue as specific time frame for the completion of these improvements or alterations. Should the time frame for completion be exceeded, building penalties will be applicable as stipulated in *Clause 1.6.3.4 of the EHOA Builder's Rules & Regulations*.

3.6 Standards of House/Complex Maintenance

Where in the opinion of the EHOA the condition of a dwelling is not up to the required standards of the Estate, the EHOA shall give written notice to the Member, or Body Corporate, to carry out the necessary improvements within a specified time.

3.7 Failure to Comply

Should the Member or Body Corporate fail to carry out such work as requested, the EHOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member or Body Corporate, which amount shall be deemed to be part of the levy due by the Member or Body Corporate.

3.8 Rezoning

A Member may not without the written consent of the Directors apply for rezoning of the property owned by the Member.

3.9 Consolidation

Application for the consolidation of two stands must be submitted to the HOA in writing, accompanied with the proof of consolidation submitted to council. The HOA will require the proof of original documentation. The HOA will allow a twelve (12) month window period for the registration to be approved by council during which time it is the responsibility of the stand owner to inform the HOA if the consolidation was successful. In the event of an unsuccessful application at council for a period not exceeding 12 months the stand owner will be debited accordingly for a double stand backdated to

date of submission.

4. UPKEEP AND MAINTENANCE OF GARDENS

4.1 Common Property

Gatehouses, gates, perimeter fence, community facility buildings and the golf course, are all maintained by the EHOA and the cost is part of the levy.

4.2 Freehold Houses

4.2.1 The maintenance of a freehold house internally and externally, including all railings, fencing and roof is the responsibility of the Member.

4.2.2 Members are required to maintain the exteriors of their houses to the high standard expected in the Estate. In the case of default, the EHOA at its discretion may order a contractor to carry out suitable maintenance and charge the Member accordingly.

4.3 Sectional Title Units

The maintenance of the interior of a Sectional Title unit is the responsibility of the Member. Maintenance and repairs of the exterior of the unit including all railings, decks, fencing and roofs are the responsibility of the Body Corporate of each Sectional Title development, through their elected Directors. In the case of default, the EHOA at its discretion may order a contractor to carry out suitable maintenance and charge the Body Corporate accordingly.

4.4 Maintaining Vacant Stand

Vacant stands must be properly maintained by the Member of the Unit. This maintenance includes keeping the grass cut and trimmed.

4.5 Garden Standards

4.5.1 Where in the opinion of the EHOA the condition of the garden is not up to the required standards of the Estate, the EHOA shall give written notice to the Member or Body Corporate to carry out the necessary improvements within a specified time.

4.5.2 It should be noted no trees may be cut down or removed without permission from the EHOA. The HOA encourages indigenous trees, although non- indigenous shrubs and plants will be allowed.

4.5.3 Only garden service providers accredited by the EHOA may be used to maintain gardens on the Estate.

4.6 Failure to comply

4.6.1 Should the Member or Body Corporate fail to carry out such work as requested, the EHOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member or Body Corporate, which amount shall be deemed to be part of the levy due by the Member or Body Corporate.

4.6.2 Where in the opinion of a Member and Estate Management, an accredited garden service

provider is not maintaining the standard expected, the Member may change his/her provider, and the EHOA will re-consider the suitability of the garden service provider to remain accredited to the Estate.

4.7 Garden Refuse

Garden refuse generated privately by a Member or Body Corporate must be placed in black plastic bags and kept in recognized municipal containers (black/green wheelie bins as can be acquired from HOA) or to be supplied by the Member or Body Corporate and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse in the specific area. Garden refuse may not be put out on any day other than the appointed one nor overnight nor over weekends. Garden maintenance services should be contracted to remove garden refuse as part of the contract.

4.8 Extension of Gardens Beyond Property Boundaries

Gardens may not extend beyond the boundaries of the Member's property. Take note that these areas remain the property of the HOA. If home owners want to beautify or upgrade the HOA common property adjacent their properties to the benefit of the Estate or themselves, the following rules apply:

- 4.8.1 A formal request must be submitted to the Environmental Committee of the HOA for consideration and approval;
- 4.8.2 The Environmental Committee will only allow indigenous grass and trees for possible improvement;
- 4.8.3 The consent of the adjacent or affected neighbors must be submitted to the HOA in writing before this notion will be considered. The proposed improvement must not impair value or view;
- 4.8.4 The improvement or upgrade will only be considered if the applicable home owner **gives consent to maintain this area him/herself**;
- 4.8.5 Common property area earmarked for possible upgrade cannot infringe into the golf course area (white stakes), unless communicated with golf club management.
- 4.8.6 The ruling of the Board of Directors pertaining to these requests will be regarded as the final decision and will no future communications be entered. It is however the Member's or Body Corporate responsibility to maintain the pavement on their boundary/is.

If a Homeowner chooses to grass an area beyond his property, he may not place recreational or other equipment on the area. It remains communal / HOA property. For example trampolines, benches or large pots.

4.9 Swimming Pool Water

Any swimming pool water discharged must be discharged directly into the sewer system of the Estate. Under no circumstances may swimming pool water be discharged onto the golf course or any open space.

5. THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS

- 5.1 Municipality by-laws relating to pets must be complied with (i.e., licensing/numbers/rabies inoculations, etc.)
- 5.2 Living on an Estate as Ebotse has in itself its challenges when it comes to the keeping of pets. Dwellings are built in close proximity of each other with a lot of open spaces on boundaries to improve aesthetical appeal. Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-

5.2.1 No more than **two** dogs are permitted per household, regardless of size

5.2.2 In the event of an Owner of Tenant wishing to have a pet, a written application including a photograph of the proposed pet is to be submitted to the HOA for onward transmission and approval. In the event of a change in the number of pets kept by the Owner the Owner shall follow the same application process as stated above.

5.2.3 Each dog must at all times wear a collar with a name tag indicating the Resident's name and telephone number. This can be obtained from local vet practices.

All Dogs outside owner's property must be on a leash, regardless of size.

5.2.4 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.

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

5.2.6 Dogs must be kept in an adequately contained area within the Resident's property. The Estate reserves the right to ban dogs that pose a threat to residents or other dogs. Cats are to be kept in the confines of the Owner's property.

5.2.7 Fouling by pets of property belonging to the Estate, or to other Residents, must be removed immediately by the responsible Resident. *(For this purpose Residents are advised to carry a scooper or plastic bags whenever walking their pets outside their own property).*

Pets may not be allowed to be a nuisance or cause a disturbance or cause a disturbance or annoyance to others through excessive barking, howling or squawking.

5.2.8 Pets may not be left overnight unattended in a house or unit. If an owner goes away for a weekend or less than 48hours, you may appoint a house sitter or someone to feed your pets. However for a period exceeding 48 hours, pets must be taken to a kennel. Suitable names can be obtained from the HOA. Any continuous contraventions of the above from the same nature and complaints received from fellow affected neighbors regarding the failure by a member to comply with any provisions as stipulated may result in the course of action as stipulated in clause 10.1.3 & 10.1.4.

5.2.9 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the EHOA. Any costs incurred will be for the account of the

Member.

- 5.2.10 Any dog found roaming will be impounded up by security and will be housed temporarily in our dog holding pens at Cloverdene construction gate, and subsequently collected by the SPCA. If not collected by the owner within 12 hours. A fine of R200 will be payable by the resident as well as any costs incurred by the SPCA.
- 5.2.11 No more than two cats are permitted per household and must be neutered and proof provided if requested.
- 5.2.12 Each cat must at all times wear a collar with a name tag indicating the Resident's name and telephone number as well as a bell attached to the collar.

6. SECURITY AND ACCESS CONTROL

Every home owner must be linked to the approved estate intercom system. The principle of access control requires that every person entering and leaving the Estate must do so under some form of identification issued by the Estate.

The different identification mechanisms in use are:

- A. Electronic access discs for Residents;
- B. Electronic access cards for pedestrians, main contractors, domestic workers and club house permanent staff;
- C. Temporary yellow permits to all service providers or sub-contractors entering the Estate on an ad hoc basis for a maximum of 5 days;
- D. Laminated access cards for permanent laborers on respective stands and clubhouse workers and caddies; domestic workers; gardeners and club house permanent staff;

6.1 Residents

- 6.1.1 Residents must be in possession of electronic access discs which are obtained from the EHOA to allow access and egress through the main and resident's gates. The cost of the discs will be stipulated by the EHOA and the discs are valid for 1 calendar year. After each calendar year the Security Manager will audit all issued access disks and the access for valid discs will be extended for another year. Reissue of lost discs will bear a lost card fee as determined by the EHOA.
- 6.1.2 Should a Resident enter the Estate without an access disc, they will be handled as a visitor via the visitors' lane.
- 6.1.3 Should a Resident wish to leave the Estate without an access disc, they will politely be asked to return home and collect it and/or treated as a visitor. On entering again, they will be handled as visitors.
- 6.1.4 Residents will book visitors via the E-Visitor Booking System, which generates a code for access purposes. Bookings may be done via the Estate's portal on internet (I-pad) or cell

phone on the system.

- 6.1.5 Should a Resident assist in the unauthorized entry of people onto the Estate, such Resident/s will be fined applicably. **This is regarded as an exceptionally serious offence.**
- 6.1.6 New Residents, not yet in possession of a disc, will be issued with a visitors' permit which must be handed back on leaving EHOA.
- 6.1.7 Lost and stolen discs must be reported to the Estate/Security Manager immediately so that the disc can be disabled on the security system.
- 6.1.8 All vehicles entering Ebotse must have a legal number plate or legal permit plate issued by the local authority. This will further include a valid license disk. Right of admission reserved.

6.2 Tenants

- 6.2.1 All tenants must be registered with the HOA, where tenants will undergo a tenant registration procedure. All owners must ensure that tenants undergo a full security background screening procedure before occupation on the Estate will be granted. The screening of all tenants will be conducted by the Security Manager and does the HOA reserves the right to refuse occupation on the Estate, pending on the outcome of the screening. Failure to register holds a R2500.00 fine per property.
- 6.2.2 Owners of units that are rented to tenant's, are responsible to ensure that the tenant receives a copy of the Rules & Regulations, and undertake that the tenants comply with these rules. It will be accepted that all Owners have complied with this requirement and it shall be regarded that all Tenants have been provided with the required Rules and Regulations. It will at all times remain the responsibility of the Owners to do so and the HOA shall not be held liable for any loss, damage or penalties in the event of the Tenant stating that he / she was not provided with the required Rules and Regulations.
- 6.2.3 All owners must ensure that access disks of tenants are taken in after the lease period on the Estate has expired.
- 6.2.4 Tenants must be in possession of electronic access discs which are obtained from the EHOA to allow access and egress through the main and resident's gates. The applicable owner/s must apply for the access disks of respective tenants.

6.3 Visitors (All visitors are subject to follow the E-Visitor Booking Access Control Procedures)

- 6.3.1 All visitors will have to be pre-booked on the electronic visitor system and access only gained to the Estate by supplying the access code generated by the booking system.
- 6.3.2 Visitors not booked will be handled as follows:
 - 6.3.2.1 Should a visitor not be booked they will be required to park in the designated areas to prevent traffic build-up and confirm their visit with the applicable resident.
 - 6.3.2.2 The applicable resident will book the visitor via the electronic system.
 - 6.3.2.3 Once in possession of the code generated on the system, access will be gained via the E-Visitor Booking Access Control Procedures, inclusive of biometric enrollment.

6.3.2.4 During exit the visitor will use his fingerprint to open the booms which has been captured on the system.

6.3.3 Visitors during Day and Night Shift Booked by a Resident

6.3.3.1 Visitors will be required to supply the guard/s on duty with the relevant booking code.

6.3.3.2 The applicable gate guard will enter this code on a hand held terminal, and scan the visitor's driver's license and vehicle license disk.

6.3.3.3 The visitor will then gain entry with the guard scanning the relevant bar code to open the boom.

6.3.3.4 During exit the same procedure will be followed.

6.3.4 Other Visitors (All visitors are subject to follow the E-Visitor Booking Access Control Procedures)

6.3.4.1 Prospective Buyers -

No access will be allowed unless prospective buyers are accompanied by an approved sales agent authorised and with the consent of the applicable property owner. Should a buyer visit a Resident for purposes of purchasing his/her unit after hours, the buyer will have to be booked as a visitor by the Resident. Open show days are prohibited on the Estate. All prospective buyers must be booked or escorted as stipulated above.

6.3.4.2 Public Transport (e.g. taxi's and busses) -

No access allowed without prior arrangements made with the Estate/Security Manager.

6.3.4.3 Contractors to Completed Residences –

All contractors whom must conduct alterations/improvements or maintenance to existing homes, or execute emergency repairs must be referred to the HOA office for day passes. Under no circumstances may home owners book contractors to completed homes over the electronic booking system.

Emergency repairs (geyser/electricity/plumbing repairs) after hours or over weekends must be communicated with the Estate Site Manager for access purposes on the 24/7 cell number for the Supervisor, nr. 0717434184. The Supervisor will escort these contractors to the said residence for repair purposes. **Under no circumstances may contractors be booked via the electronic visitor system.**

6.4 Egress Procedure

6.4.1 No Resident will be allowed to leave the Estate without an electronic disc, unless an entry is made in the Occurrence Book. If a Resident persistently attempts to exit in this manner, the matter will be taken up by the Security Manager.

6.4.2 Visitor's procedure as spelled out in "Clause 6.2.2".

6.5 Golf Club Members

- 6.5.1 Golf club members in possession of a letter of approval obtained from the Golf Club are allowed to purchase access discs from the EHOA to gain access to the Estate.
- 6.5.2 Should members' names not appear on a booking list, and they can provide their Golf Club Membership card, their legitimacy will be verified with the Pro Shop.
- 6.5.3 Security must contact the Pro Shop if there are problems pertaining to the entry of a golf club member.

6.6 Golf Club Visitors (All visitors are subject to follow the E- Visitor Booking Access Control procedures)

- 6.6.1 All golf visitors will have to be pre-booked via the Pro-shop on the electronic visitor system and access only gained to the Estate by supplying the access code generated by the bookings system.
- 6.6.2 The E-Visitor bookings system has been integrated with "Golf Time SA" to generate access codes during golf bookings.

6.7 Clubhouse Functions (All visitors are subject to follow the E-Visitor Booking Access Control Procedures)

- 6.7.1 A "Conference or Function Attendance List" is to be provided in advance by the Club House to the Main Gate Guardroom for any conference held on the Estate.
- 6.7.2 All delegates will be treated as visitors and will be issued with a numbered visitor's card and will return the visitors card on egress from the Estate.
- 6.7.3 Should a person arrive whose name is not on the required list, access can only be obtained with confirmation from the Club House Manager.
- 6.7.4 Very large groups will be issued with existing visitors cards, with such card numbers being entered next to their names on the booking list provided by the Club.
- 6.7.5 All functions held in the Club House shall cease at 00:00. In the event of any further functions taking effect after 00:00 a fine will be imposed on the person who hired the Club House for the Function.
- 6.7.6 All music shall be silenced by no later than 00:00, failing which the appropriate fine of R3500.00 shall be imposed.

6.8 Domestic Workers / Domestic's Spouses / Gardeners

- 6.8.1 The Resident must complete and sign an application form for an access card for any Domestic Worker / Domestic's Spouse / Gardener and submit the application to the HOA Offices.
- 6.8.2 The Domestic Worker / Domestic's Spouse / Gardener must submit his/her valid South

African ID document or work permit along with a photocopy thereof to the guardroom. The security officer on duty will then process an electronic access card for a Domestic Worker, Domestic Spouse or Gardener, which will contain a photograph and personal details of such person with a collar clip provided. A Domestic Worker will be issued with a pink marked card, a Domestic's Spouse with a blue marked card and the Gardener with a green marked card.

- 6.8.3 A Domestic Worker / Domestic Spouse / Gardener must wear and visibly display this electronic access card / ID at all times, and use it to enter or on egress from Estate. Domestic workers and gardeners are allowed to walk to and from their place of work on the Estate.
- 6.8.4 No clothing, materials, appliances or any equipment will be allowed to leave the Estate, unless written notification is given to security by the Resident.
- 6.8.5 Working hours for living out Domestic Workers / Gardeners will be between 06h00 to 18h00 daily.
- 6.8.6 Domestic Workers / Gardeners (only valid to those living in) may have visitors if authorised in writing for a specified period of time by the Resident. The Resident will take full responsibility for Domestic Workers / Gardeners and their visitors whilst on the Estate.
- 6.8.7 When a Domestic Worker / Gardener leaves the Resident's employ, it is the responsibility of the Resident to hand in such electronic access cards / ID card/s (including those issued to the Domestic's Spouse) to the guardroom.
- 6.8.8 Domestic Workers / Gardeners may not visit security officers while on duty.

6.9 Caddies & Clubhouse Staff

6.9.1 Permanent Caddies / Clubhouse Staff

- 6.9.1.1 Permanent Caddies and Club House Staff are issued with an Estate ID- card which must be worn at all times on the Estate.
- 6.9.1.2 Access will be allowed on foot via the turnstile; where after caddies and clubhouse staff are transported to and from the clubhouse.
- 6.9.1.3 After caddying, caddies and clubhouse staff are transported to the Main Gate, where after they exit the Estate via the egress turnstile.
- 6.9.1.4 Caddies are not allowed to loiter around the Guardroom or the Clubhouse and they must stay within the caddies' premises.

6.9.2 Temporary Caddies Normal Week

- 6.9.2.1 Temporary caddies are to gather at the Contractors' Gate and will only be permitted on to the Estate when the Club House request additional caddies. This must be verified by the Club House Manager.
- 6.9.2.2 Temporary caddies will be issued with temporary caddie permits which are to be controlled by the Club House Manager.

- 6.9.2.3 Temporary caddies may not walk about on the Estate but will be transported by Estate security or by the Club House Management.
- 6.9.2.4 Temporary caddies must wear temporary caddie bibs at all times whilst on the Estate.
- 6.9.2.5 During the time that temporary caddies are on the Estate they will abide by the rules of the Club House and Estate. They may be removed from the Estate on the instruction of the Estate Manager or Club House management.
- 6.9.2.6 The Club House Manager must select temporary caddies.
- 6.9.2.7 Temporary caddies will be collected at the Club House at 18h30 by security or Club House Management and be escorted off the Estate.

6.10 Daily Contractors (Homes Under Construction)

- 6.10.1 Contractors will be issued with an electronic access card which will be valid for the period requested by the Resident. The period will not exceed six months.
- 6.10.2 When applying for such a card the contractor must complete an application form obtained from the EHOA. A valid South African ID document / work permit must be produced, and a copy will be made for EHOA records. The Security Manager will process his/her access card. A sub-contractor will be handled in the same way as a contractor on condition that he has proof that he/she is sub-contracting to a contractor.
- 6.10.3 Contract workers (laborers) will be issued with a colored numbered permit which will be valid for up to six months. A contractor can designate a supervisor to renew permits every six months (if necessary). The contractor or his supervisor must produce valid South African ID documents of his workers, with his/her contractors ID card, after which the security officer will process such permits.
- 6.10.4 Should Contractors ID cards or worker permits not be presented at the contractor's gate, access will be denied. Such cards or permits will also be required for the purpose of spot checks that will be done from time to time on the Estate. The following rules will apply to contractors working in the Estate:
 - 6.10.4.1 Contractors are only permitted to enter or leave the Estate via the construction entrance(s).
 - 6.10.4.2 Normal building activities are only allowed during weekdays from 06h00 to 17h30. No building activities are allowed on Saturday, Sundays and Public Holidays. Special applications for building activities after hours and on Saturdays must be lodged with the Estate Manager who will only approve such activities if special circumstances exist, and after consultation and approval of all adjacent neighbors. Such applications must be lodged with the Estate Manager on the Thursday prior to the Saturday. Should such activities be approved by the Estate Manager, the relevant form must be handed to security when entering the Estate.
 - 6.10.4.3 NO VALID SOUTH AFRICAN IDENTITY DOCUMENT / RESIDENCY PERMIT /

VALID WORK PERMIT, NO ACCESS. All contractors, sub-contractors and contract workers must at all times be in possession of a valid South African identity document / residency permit / work permit to prove their identity and thus the validity of their access card or permit.

- 6.10.4.4 Contract workers may only enter or leave the Estate by vehicle, accompanied by the contractor. No contract worker may leave the designated site or walk around on the Estate. Should movement of contract workers be necessary, such workers must be transported by their contractor as required.
- 6.10.4.5 Deliveries from suppliers must be scheduled by contractors within the designated contracting hours.
- 6.10.4.6 The Member shall be responsible for damage to roads, kerbs, sidewalks, street lights, street signs, and plants on sidewalks or other private property caused by the contractor.
- 6.10.4.7 Unauthorised persons will immediately be removed from the site and blacklisted.
- 6.10.4.8 Contractor ID cards will be checked for validity e.g. expiry date, etc.
- 6.10.4.9 Should the EHOA of the Estate experience any problems with the conduct of a contractor, sub-contractor or contract worker, it may address the problem as deemed necessary. The EHOA reserves the right to suspend building activity until such undesirable conduct is rectified. They are authorized to do this at any time and without notice, and without recourse from the Member and/or contractor and/or sub-contractor and/or contract worker.

6.11 Delivery Vehicles & Emergency Repairs (All visitors are subject to follow the E-Visitor Booking Access Control Procedures)

- 6.11.1 Deliveries –Home owners or a member of the family must be present at home to receive parcel from the applicable delivery company. As responsible members it is the home owners' responsibility to track the progress of parcels. Under no circumstances will deliveries or parcels be accepted by the Security Department on behalf of an owner.
- 6.11.2 The Owner will be contacted when the delivery arrive at the applicable gate and a “push notification pin/code” will be generated via the booking system to the Security Administrator at the Main Gate. The Security Administrator will forward the pin/code to the relevant guard who will provide access to the delivery via the normal procedures.
- 6.11.3 Emergency Repairs - Only **emergency maintenance service providers who must conduct emergency repairs (electrical & plumbing) after hours** will be allowed to enter as booked visitors after the Site Manager on duty generated a pin to the applicable contractor or service provider. The Security Department will escort all emergency repairs to the respective residents where repairs must be conducted after hours.

All service providers/contractors executing routine repairs or maintenance work at completed residence will be handled as sub-contractors who must apply for temporary permits at the HOA office during office hours (see par 6.9.4). Routine maintenance will only be allowed during the week from 08:00 until 17:30.

- 6.11.4 Drivers must ensure that they know the delivery address. The security officer will guide him/her to this location by means of a map or pamphlet. If booked by a contractor, the contractor or his supervisor must escort the deliveries/service providers from the main gate or service gates.
- 6.11.5 The number of personnel that entered must be checked by security on entry and egress.
- 6.11.6 Delivery of building materials and supplies shall only be allowed between 07:00 and 17:00 on weekdays, excluding public holidays.

6.12 Sales Agents / Other Agents (including Hawkers / Salespersons / Job Seekers)

- 6.12.1 Any re-sales on the estate should be approached by “view on appointment” only. Approved agents must escort possible clients from the applicable gatehouse after the property owner has given consent to the applicable marketing sales agency. Approved agents wanting to enter after hours will have to get consent from the Resident and thus be booked in as a visitor.
- 6.12.2 No show days by external sales agencies will be allowed on the Estate and should property be advertised in the local newspapers, etc.
- 6.12.3 All agents and visitors are subject to follow the E-Visitor Access Control Booking procedure.
- 6.12.4 Other “agents” such as hawkers, sales persons and job seekers will not be allowed into the Estate at all.

6.13 SAPS, Municipality, Emergency Services, Security Services

- 6.13.1 Such vehicles, if properly marked and council ID- Documents verified, do not have to sign in, but control will be kept on the number of people entering and leaving the Estate.
- 6.13.2 Should such vehicles not carry any markings, they must sign in as contractors, at any time of day or night, on condition that they can prove their identity as a member of such a service.

6.14 Telkom Vehicles

- 6.14.1 Telkom vehicles booked for residency maintenance will be handled in accordance with the delivery/service provider control procedure and subject to E-Visitor access control procedures.
- 6.14.2 When Telkom do general work on the Estate, they will arrive at the applicable gatehouse with an official work order. Should the HOA offices be closed to issue applicable permits, the Security Officer in charge of the Main Gate Guardroom must use his/her own discretion to authorise egress.

6.15 Messenger of Court, Sheriff of the Court and Police Officers

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person(s) to be served, etc., will not be obtained. However, security will ensure valid court orders, warrants, etc., are produced before they are allowed entrance to the Estate. Security will escort such persons to the premises and ensure all relevant laws and ordinances are followed, and the minimum publicity occurs.

6.16 Vacant Houses

It is advisable to report vacant or unoccupied houses to Security. Security will conduct daily inspections on the property to ensure all is well for the period the house is unoccupied. Contact numbers and key holder information must be supplied to Security in case of an emergency. Please ensure that burglar alarms are armed and all windows and doors are secured prior to leaving.

6.17 Tenants

All owners must ensure that tenants will undergo a full background screening before occupation on the Estate will be granted. The screening of all tenants will be conducted by the Security Manager and all tenants must be registered with the HOA.

Owners must ensure that all tenants sign receipt of the Estate Rules and an undertaking to abide by the rules

6.18 Reporting to Security

Security is a shared responsibility. Residents should report any suspicious or unlawful occurrence to Security immediately it is seen or perceived.

Armed Reaction

Please take note that owners must link their house alarms to the Estate's Armed reaction service provider. No other services will be allowed for control purposes.

7. USE OF ROADS

The roads on the Estate, in spite of being "private", are in fact used by the public. For this reason, and for the safety of all Residents and road users, it is necessary to apply the provisions of the applicable Road Traffic Act. The roads are for the use of all, whether on foot, skates, bicycles, golf carts, cars, busses or trucks and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults. Parents need to educate and control their children relating to road usage.

7.1 Speed Limit

The speed limit throughout the Estate is 40 kilometers per hour and is monitored by radar and fixed speed cameras. Any person found driving in excess of 40km/h, or in a dangerous manner, will be subject to a warning or a fine for the offence. The Directors of this estate regard the safekeeping of its residents and particularly that of its children as a high priority and therefore introduced measures to curb speeding on the Estate.

7.2 Pedestrians and Golfers

Pedestrians must be given the right of way. This includes golfers at their applicable crossings. Golf carts shall have the right of way over other vehicles within the Estate.

7.3 Operating Restrictions for Vehicles

- 7.3.1 No person shall operate any vehicle on the Estate unless he/she is the holder of a valid driver's license.
- 7.3.2 Engine powered vehicles, cars and motor cycles may be operated on roads only.
- 7.3.3 Any person found driving a motor vehicle on any road on the Estate, for which they do not hold a valid driving license, will be subject to a fine of R 200.00 for the first offence. Any subsequent offence of the same nature will attract a fine of R 2,000.00.
- 7.3.4 Golf carts and bicycles may use cart paths, provided no golf is in progress and disrupted by such activity. (Jogging along paths is also permitted).
- 7.3.5 Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs is prohibited.
- 7.3.6 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

7.4 Parking

Parking on sidewalks and open lawned areas, or in front of driveways to residences is prohibited. Parking may only take place in areas so designated for that purpose.

7.5 Dune Buggies, Off-road Motor Bikes and Four Wheelers

Dune Buggies, off-road motor bikes and four wheelers are prohibited on the Estate.

7.6 Golf Carts

Only licensed sober drivers may drive golf carts. This is a code 08 license. Children may not drive golf carts.

All golf carts must be registered with the HOA and acquire the necessary number plates for control purposes.

Golf carts driven at night must have headlights.

Golf carts may only be used –

- On the golf course during a legitimate game of golf;
- Internal estate roads and
- Or on cart paths
- No off road tyres on golf carts will be permitted onto the golf course.

They may not be driven

- Outside of the estate as this is illegal and transgressors may be fined by local traffic enforcers.
- On the golf course when it is declared “too wet” and members must always check with the pro shop.
- On lawn, HOA common property or in environmentally sensitive areas (buffer zones). Insurance providers also recommend that golf cart drivers extend their personal liability cover for such purposes.

8. SPORTING, RECREATION AND COMMUNITY FACILITIES

Each relevant sports club on the Estate has its own constitution and regulations. Members shall at all times abide by the Rules of these Clubs in force from time to time. As a general rule the operating hours for the recreational use of all sports facilities outdoors will not exceed 21:30 and light are to be switched off at the same time.

8.1 Dams / Lakes / Streams / Conservation Area

- 8.1.1 The dams and lakes on the Estate are managed and controlled by the EHOA. Boating, fishing and swimming may only take place on the Rynfield Lake in demarcated areas.
- 8.1.2 Boating on the Rynfield Lake is subject to the following rules:
 - 8.1.2.1 Use of the water in the Rynfield Lake is managed by a joint committee consisting of representatives from the East Rand Speedboat Club (ERSBC) and the EHOA.
 - 8.1.2.2 No jet skis, sailing boats or windsurfers are permitted on the Rynfield Lake.
 - 8.1.2.3 In order to use a motorised boat on the Rynfield Lake, the boat owner must be a member of the ERSBC. Application forms for Membership can be obtained from the club's offices or from the offices of the EHOA. Membership is subject to the constitution of the ERSBC.
 - 8.1.2.4 Use of motorised boats on the Rynfield Lake is subject to the rules of the ERSBC.
 - 8.1.2.5 The minimum age of any pilot of a boat on the water is 16 years of age.
 - 8.1.2.6 No drinking of alcohol is permitted by anyone driving a boat on the water.
 - 8.1.2.7 Red/Orange Buoys are placed +/- 15m from the water perimeter of the Lake to separate the area to be used by motorised boats and non-motored boats. Motorised boats may only be operated inside the red buoys. Non- Motorised boats (e.g. canoes or paddle skies) may only be operated outside the red buoys (i.e. between the red buoys and the water perimeter of the Lake).
 - 8.1.2.8 Any water skiing on the Lake must be carried out in compliance with the ERSBC rules.
 - 8.1.2.9 All boating and water activities take place at your own risk.
- 8.1.3 An environmentally sensitive Conservation Area forms part of the Estate. The EHOA is bound by environmental regulations to uphold and preserve this area. All Residents are obliged to avoid any activities that may damage this natural resource. Guidelines include the following:
 - 8.1.3.1 No riding of any vehicles or bicycles near or on the Conservation Area.
 - 8.1.3.2 No throwing of rubbish of any kind near or on the Conservation Area
 - 8.1.3.3 Walking on or near the Conservation Area may only be on authorised paths

8.2 Camping

Camping is not permitted anywhere within the Estate, unless communicated or requested via the Estate Manager. The Social Committee in conjunction with the Environmental Committee may earmark a spot in one of the servitudes which may be utilised by kids for camping purposes.

8.3 Picnicking

Picnicking is not permitted on any common property under the jurisdiction of the EHOA, other than in areas specifically demarcated for such use. No picnicking is allowed on the golf course unless cleared with golf club management.

8.4 Fishing

Fishing is only permitted in the Rynfield Lake under the jurisdiction of the EHOA, using light dam or river rods. The use of large rods and any form of net is prohibited. Fishing is only allowed in the demarcated fishing spots as found along the shoreline of the Rynfield Lake.

8.5 Firearms

Discharging of any firearm, air-gun or other potentially lethal weapon is strictly prohibited.

8.6 Use of the Golf Course by Non Golfers

- 8.6.1 Members shall have right of access to the golf course, for the purpose of walking and jogging, but should stay on pathways and not interfere with golfing activities.
- 8.6.2 Golfers shall, at all times, have first priority to use the walking and jogging trails.
- 8.6.3 The playing of games or sports other than golf shall not be permitted on the golf course.
- 8.6.4 No dogs are allowed on the golf course during play.
- 8.6.5 The onus shall be on the non-golfer at all times to see to his/her safety when walking or jogging on or near the golf course. Any liability as a consequence of injury sustained on or near the golf course shall rest with the injured person.
- 8.6.6 The rules pertaining to the use of the golf course and club facilities will be controlled by the relevant committee.

9. GENERAL

9.1 General Conduct

- 9.1.1 Respect and general consideration by all Residents for all other Residents and all users of the Estate should be exercised at all times. This provision shall also include the playing of music in the Estate, especially after 00:00 on weekend up to Sunday and 10:30 during Sundays and Weekdays.
- 9.1.2 Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other Members or Residents, or their rights, in any manner deemed by the EHOA to be unacceptable to harmonious living, is strictly prohibited.

9.2 Domestic Refuse

- 9.2.1 All domestic refuse shall be put into black plastic bags and kept in a green/black wheelie bin, purchased by the Resident, in a suitable place within his property and screened from public or neighbors' view. On prescribed days and times, the wheelie bins containing the refuse bags must be placed by the Resident on the sidewalk outside the residence ready for collection. Refuse bins may not be placed on the sidewalk on any other day. The use of recognized municipal containers (wheelie bins) is compulsory for this purpose and may bags not be placed without being in a container on sidewalks. Information regarding collection days can be obtained from the EHOA offices.
- 9.2.2 Where refuse is of such a size or nature that it cannot be removed by the normal service, the Resident shall make special arrangements with the EMM or a private contractor, and all costs thereof shall be for the Resident's account.
- 9.2.3 The disposal of any domestic animal carcass shall be the responsibility of the Resident through private arrangements with the EMM, and costs thereof shall be for the Resident's account. No domestic animal carcass may be buried on the Estate.

9.3 Slaughtering

No animal, bird or reptile may be slaughtered within the Estate.

9.4 Curing of Meat, etc.

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

9.5 Signs

- 9.5.1 Approved construction signs must be purchased from the EHOA.
- 9.5.2 No advertising boards may be erected or displayed at dwellings.
- 9.5.3 All decorative house name sign boards must be approved by the EHOA. No flags, flag poles, or radio aerials on poles may be erected on private residential units on the Estate. (This rule shall not apply to EHOA, Club or Commercial property, provided approval of the Directors is obtained).
- 9.5.4 Under special circumstances, for religious reasons only, relaxation may be considered upon written application to the Board but no guarantee is implied that permission will be given.

9.6 Adverts / Publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to Residents from the EHOA.

9.7 Hooting

The use of car hooters within the Estate to beckon or to attract anyone is prohibited.

9.8 Auctions / Jumble Sales / Garage Sales

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

9.9 Use of and Conduct in Open Spaces

- 9.9.1 The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braai-ing at an authorized function, or at an ordinary residential activity. Braai's must be lit in a proper receptacle/burner specifically built for that purpose at a community or picnic site.
- 9.9.2 Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the Estate Manager.
- 9.9.3 Disturbing, harming or destroying any wild animal or bird is prohibited. (*Should wild animals become a nuisance, the problem should be brought to the attention of the Estate Manager*).
- 9.9.4 The use of any open space in a manner which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.
- 9.9.5 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.
- 9.9.6 The pollution of any lake, dam, pond or stream is prohibited.

9.10 Domestic Employees

For the purpose of these rules, Domestic Employees shall be defined as "any assistant" paid by the Resident to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening, and like chores.

- 9.10.1 All domestic employees must be approved and registered by EHOA.
- 9.10.2 If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the Estate Manager.

9.11 Resident Employees and Staff

- 9.11.1 All employees of Residents, not classified as domestic employees, must be registered and obtain an access disc for entry to the Estate.
- 9.11.2 Access discs will be validated only for recognised normal business hours unless authorized differently by EHOA.
- 9.11.3 No employee is permitted to remain on the Estate over night unless prior authority has been obtained from the Security Manager.

9.12 Transport

9.12.1 Domestic employees must utilise recognised paths and roads to and from their place of employment and they are not permitted to wander around the Estate.

9.12.2 They are not permitted to walk across the Golf Course.

9.13 Au-pairs and Nurses / Critical Care

All au-pairs and nurses must be registered with the EHOA and the appropriate security clearance will be given if all criteria related to such services are met.

9.14 Temporary Domestic Workers

9.14.1 A temporary permit must be obtained through security for domestic employees working for no more than 5 days. The domestic employee must hand in a valid Identity Document every day on entry to the Estate. This will be returned when the employee leaves. A domestic employee working for more than 5 days must obtain a temporary access disc from Security.

9.14.2 Temporary domestic employees are not permitted to use Estate Transport and may not walk on the Estate, but must be picked up and dropped off at the gatehouse by the Resident.

9.15 Fireworks

The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.

9.16 General Aesthetics / Standards

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

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

9.17 Levy Payments

9.17.1 Members must pay levies in full and in advance by the 1st day of each and every month.

9.17.2 Arrears at the 7th of the month shall attract interest, (at 5% above the current prime overdraft rate of ABSA), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

9.17.3 Members still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest (at 5% above the current prime overdraft rate of ABSA) on the full overdue amount up until the date of payment.

9.17.4 Members in arrears after 60 days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Member's account.

- 9.17.5 Any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and, treated as such, interest shall be capitalised monthly in arrears.
- 9.17.6 In exceptional circumstances, where a Member may have a singular problem regarding payment of dues, he may approach the EHOA in writing through the Estate Manager, with a request for special consideration of temporary relaxation of the above rules, which consideration and any decision resulting from there shall be entirely at the discretion of the Directors.
- 9.17.7 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services nor for any other reason unless previously agreed to in writing by the EHOA.
- 9.17.8 Members who are “away” at month-end must make arrangements to ensure the Levies are paid by due date. (*Being “on holiday”, “away overseas” or “away on business” and like excuses are not acceptable reasons for late payment of levies*).
- 9.17.9 Members are encouraged to effect payment by way of debit orders which can be signed for at the offices of the EHOA, and which are controlled by the EHOA and submitted to the Bank.
- 9.17.10 An R 200.00 admin fee will be imposed when a final demand letter has been issued in regard to levy payment at arrears over 30 days.

9.18 The Lease / The Sale of a Unit

(NB: “Unit” means land, stand and dwelling,)

9.18.1 Lease of a Unit

- 9.18.1.1 The names of any lessees must be provided to the EHOA along with statement as to the duration of the lease (The names are required for entering on the register of Residents and for security identification and issue of access cards)
- 9.18.1.2 The Member must inform the lessees of the rules of the Estate, and must be aware that any contravention of rules by any lessee shall be deemed to be a contravention by the Member. Any lease must include the prescribed clause binding the Lessee to obey the rules of the Estate.
- 9.18.1.3 The Member shall remain liable for all levies.

9.18.2 Sale of Unit

- 9.18.2.1 The consent to sell or transfer a property within the Estate must first be obtained in writing from the EHOA and the selling/transferring Member must have satisfactorily settled all his obligations to the EHOA prior to consent being given.
- 9.18.1.2 The purchaser must agree to become a Member of the EHOA.
- 9.18.2.3 The Member shall be required to use the EHOA’s prescribed documents (including the Contract of Sale), when alienating or otherwise transferring his

property on the Estate.

- 9.18.1.4 For reasons of security, the nature of the development of the Estate, and various matters about which any purchaser should become aware when buying into the Estate, if an Member wishes to dispose of his property, he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with the Rules.
- 9.18.1.5 A Member who wishes to dispose of his property shall:
 - 9.18.1.5.1 Ensure the prescribed clause relating to the acceptance of Membership of the EHOA by the purchaser, is included in the sale contract;
 - 9.18.1.5.2 Use the Contract of Sale drawn up by the EHOA;
 - 9.18.1.5.3 Send the signed Contract of Sale to the EHOA to be checked prior to forwarding to a conveyancer.
- 9.18.1.6 If a Member failed to comply with this Rule, the EHOA shall have the absolute right to withhold its consent to the Member transferring his property until the Rule has been complied with in all respects.

9.19 Environmental Issues

Within the boundaries of the estate there are environmentally sensitive areas. There is a full environmental management plan (EMP) in place. All residents must comply with environmental requirements. The estate manager is responsible to ensure that the environment is properly managed on behalf of the EHOA. The rules set out below are not intend to cover the full extent of the EMP and environmental rules but merely to point out the most important issues:

- 9.19.1 Cutting or removal of reeds is strictly prohibited;
- 9.19.2 The areas between the lake and waterfront stands/golf course are strictly no go areas, except for walking;
- 9.19.3 The conservation area is strictly a no go area. Walking may only take place on laid out paths;
- 9.19.4 No water may be extracted from the lake by any means;
- 9.19.5 Portable fuel generators must be used with extreme caution to avoid spillage of any pollutants. Any spills must be reported to the HOA immediately;
- 9.19.6 Any fuel or hazardous materials must be stored in properly demarcated areas which are properly bonded;
- 9.19.7 Portable toilets on site (during construction) must be serviced regularly and doors secured;
- 9.19.8 All forms of rubbish must be removed or stored effectively to avoid any pollution.

9.20 Access to Boundary Wall

Should any member's property border on the boundary wall of the estate, the member shall allow

security personnel of the estate access to the boundary for purposes of inspection and maintenance of such boundary wall and related security systems/equipment.

10 **FAILURE TO COMPLY WITH THE RULES**

10.1 Failure by a Member/Resident to comply with any provisions of any Rules may result in:

10.1.1 a call for an explanation and/or an apology, and/or

10.1.2 a reprimand and a request to comply, and/or

10.1.3 the imposition of a fine (which shall be deemed to be a part of the levy due by the Member), and/or

10.1.4 the withdrawal of any previously given consent applicable to the particular matter, and/or

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

10.1.6 application to the Courts for the enforcement of the Rule/s.

10.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall be entirely at the discretion of the Rules Committee, (appointed by the Board) who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.

10.3 Any homeowner/tenant has a right of appeal against an imposed penalty/fine if he/she feels that a legitimate reason exists for lodging such an appeal. The appellate must forward a written objection to a penalty/fine within 7 (seven) calendar days of receipt of the penalty/fine imposed by the Estate Manager. This appeal will be lodged and represented to the Directors via the Estate Manager, stating their reasons for such an appeal.

10.4 As a guide only, the amount of the fines which might be imposed will, at the Board's discretion, vary broadly between the general scales listed below:

10.4.1 **Fines**

Offence	First Offence	Second Offence or Disregard of Imposition
Technical breach of conduct rule without malice, aforethought or premeditated intent or due consideration	R 50	R 2,000
Blatant disregard of rules or of legitimate instructions	R 250	R 5,000

10.4.2 **Speeding Scales**

Speed	Fine
40.1 – 44.9 kph	Persistent repeat warning will attract a penalty of R 250.00
45 – 49.9 kph	R 250.00
50 – 54.9 kph	R 500.00

55 – 49.9 kph	R 750.00
60 – 64.99 kph	R 1,000.00
70 – 74.99 kph	R 1,500.00
75 kph and above	R 1,750.00

(The amount of fines is subject to amendment or review by the Directors at their discretion).

10.5 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Member.

10.6 Fines imposed or issued w.r.t. speeding/transgression of estate rules will be collected as follows:

10.6.1 Visitors

- Fines must be paid at the HOA offices within 24hr's of issuing.
- Offenders can and will be banned from the Estate if fines are not settled as stipulated or repeated transgressions of the same nature occurs regularly
- If fines is not settled with the EHOA, the offender is then reported by the Debt Collector at the Credit Bureau as a "Payment Alert";

10.6.2 Delivery vehicles

Residents are responsible for your penalty and are contacted for any traffic transgressions. Fines will be placed on the applicable homeowners' levy if the visitor does not pay within 24 hours.

10.6.3 Contractors

Contractors, who transgress traffic violations, must pay their fines within 24 hours at the HOA offices.

10.6.4 Staff Members

Staff members must pay their fine within 24 hours at the HOA offices.

10.7 The following payment portals will be provided:

10.7.1 Web-Based Payment Portal:

A Web Based payment portal will be provided with details submitted to offenders on receipt of the fine.

10.7.2 Other Online Payments:

The offender may use his normal internet banking service to effect payment.

10.7.3 HOA Levies:

If residents don't effect payment immediately at the HOA offices, fines will be added to their monthly levies as spelled out above (10.5).

10.8 Non- Payment

Payment of fines must be completed within 20 days of the date of issue. Automated reminders will be sent every 7 days via SMS and/or Email. Failure to make payment within the specified time frame will result in the account being handed over to attorneys for collection.

10.9 In respect of breaches of clause 5 and 7 of the Rules, which are those most common, those clauses have been amended to incorporate specific sanctions.