



Ebotse Home Owners Association

Rules

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Ebotse Home Owners Association Rules

Whereas the **Directors** of the Ebotse Home Owners Association are, in terms of the provisions of paragraph 63.1 of the Ebotse Golf and Country **Estates**' memorandum of incorporation, authorized to make rules for the management, control, administration, use and enjoyment of the Ebotse Golf and Country **Estate**, and

The **Directors** wish to make Rules with a view to promoting and protecting the interests of the **Members** of the Ebotse Home Owners Association, and with a view further to promote the image of the Ebotse Golf and Country **Estate**, and thereby enhance and protect the value of the **Members**' immovable property rights in the Ebotse Golf and Country **Estate**, and

Further recognizing that the **Residents** of the Ebotse Golf and Country **Estate** come from diverse and different multiracial, multireligious and multicultural backgrounds,

And further in the hope that potential conflict can be prevented, alternatively resolved by rules that are applicable to all **Members, Residents, Employees** and **Visitors**, the **Directors** hereby promulgate the rules set out hereunder.

1. Definitions

- 1.1** **"Aesthetics Committee"** shall mean the **Aesthetics Committee** appointed as such by the Board of **Directors**;
- 1.2** **"Common Property"** shall mean all property within the confines of the **Estate** that is not registered in the name of a **Member**, but shall exclude the Golf Course;
- 1.3** **"Directors"** shall mean the acting **Directors** as appointed in terms of the **EHOA** Memorandum of Incorporation.
- 1.4** **"EHOA"** shall mean Ebotse Home Owners Association;
- 1.5** **"EMM"** shall mean the Ekurhuleni Metropolitan Municipality;



- 1.6** “**Employees**” shall mean any person or persons performing any task upon the instruction of a **Member** or **Resident**, regardless of whether or not the **Employee** is compensated for performing the task;
- 1.7** “**Estate**” shall mean Ebotse Golf and Country **Estate**;
- 1.8** “**Juristic Person**” shall mean any person other than a natural person, and shall include companies, close corporations, trusts, partnerships and any association of persons, whether such persons are legal or natural.
- 1.9** “**Member**” shall mean any person, whether natural or legal (including companies, close corporations, trusts, partnerships or any other association of persons) who are reflected in a Title Deed as owning property in the **Estate**;
- 1.10** “**MOI**” shall mean the **EHOA** Memorandum of Incorporation;
- 1.11** “**Residence**” shall mean any immovable property in the **Estate** registered in the name of a **Member**;
- 1.12** “**Resident**” shall mean any person who resides in any **Residence** on the **Estate**, and regardless of the duration of the period that the person so resides;
- 1.13** “**Security Personnel**” shall mean persons appointed as such by the **EHOA**;
- 1.14** “**Sporting Facilities**” shall mean any facilities on the **Estate** designated as such by signage at the facility;
- 1.15** “**Visitor**” shall mean any person entering upon the **Estate**, in a capacity other than that of a **Member**, **Resident** or **Employee** of a **Member** or **Resident**.
- 1.16** unless a contrary meaning is clearly indicated –
- (i) the singular shall include the plural and *vice versa*;
 - (ii) any reference to a natural person shall include a juristic person and *vice versa*;
 - (iii) a reference to a gender shall include the other gender.

2. Application

- 2.1** These rules shall apply with effect from the date upon which they are approved and adopted at an annual general meeting of **Members**.



- 2.2 These rules apply to all **Members, Residents, Employees, and Visitors.**
- 2.3 Every **Member** shall ensure that persons occupying the **Member's Residence** are made aware of these rules, and the consequences of acting in breach thereof.
- 2.4 A **Member** shall be vicariously liable for any breach of these rules by:
- (i) any person occupying the **Member's Residence**; and
 - (ii) any **Visitor** to the **Estate**, whether invited by the **Member** or any person occupying the **Member's Residence**; and
 - (iii) any **Employee** of the **Member**, or any **Employee** of the **Resident**; and
 - (iv) any person who gained access to the **Estate** on the direct or indirect authority of a **Member**, or any **Resident** of the **Member's Residence**.
- 2.5 Insofar as a **Member** may be a **Juristic Person**, such **Member** shall appoint a Director, Trustee or a Member (of the **Juristic Person**) as the responsible person authorized to act on behalf of the **Member**. The **Member** shall provide the **EHOA** with the full contact details of such authorized representative.
- 2.6 The **Juristic Person** shall, at the request of the **EHOA**, provide the **EHOA** with such information as the **EHOA** may require, so as to enable the **EHOA** to keep a record of who the beneficial owner of the **Residence** may be. Such information shall include, but not be restricted to, any and all relevant company documentation, a copy of the Trust Deed and Letters of Authority, and Resolutions in terms of which the relevant **Juristic Person** may exercise its authority.

3. General Rules relating to Residences

3.1 Construction of Residence

All **Residences** are to be designed and constructed in accordance with the architectural and building rules of the **Estate**, and in compliance with any policies or directions issued by the **Aesthetics Committee**.

3.2 Occupation of Residence

- 3.2.1 No **Residences** may be occupied prior to the issuing of an Occupation Certificate by the **EHOA** and the **EMM**.



3.2.2 The maximum number of persons who may reside in a **Residence** shall be equal to the number of bedrooms described as such on the approved building plans of the **Residence**, multiplied by 2.

3.3 Alterations of Residence

3.3.1 No alterations to a **Residence** may be brought about without first obtaining the written approval for such alterations from the **Aesthetics Committee**, and then only upon such conditions as the **Aesthetics Committee** may prescribe.

3.3.2 An “alteration” shall mean an alteration as defined in the Architectural Rules and Regulations.

3.4 Maintenance of Residence

3.4.1 A **Member** shall ensure that its **Residence** is maintained in good condition, and specifically ensure that the exterior of the **Residence** is kept in a neat and tidy condition.

3.4.2 The **Aesthetics Committee** may call upon a **Member** to conduct such maintenance to the exterior of a **Residence** as the **Aesthetics Committee** may deem necessary to protect the image, value and interests of the **Estate**.

3.4.3 Gardens must be neat and tidy, and not cause any inconvenience or nuisance, or pose any threat or danger to any persons on the **Estate**.

3.4.4 A **Member** shall conduct such maintenance as may be prescribed by the **Aesthetics Committee** in writing, within the time period prescribed by the **Aesthetics Committee**.

3.5 Use of Residence

3.5.1 A **Residence** shall be used for residential purposes only.

3.5.2 A **Residence** may not be used in contravention of any of the provisions of the **EMM** Town Planning Scheme, as may be in force from time to time, or in contravention of any other Provincial or National laws and / or regulations as may be in force from time to time.

3.5.3 An administrative home office may be run from a **Residence** subject to a **Member**:



- (i) first obtaining written consent from the **EHOA** to do so; and
- (ii) subject to such conditions as may be prescribed by the **EHOA**.

3.6 Alternative Energy Policy

3.6.1 The use of any alternative energy source, including solar systems and generators, is governed by the **EHOA**'s Alternative Energy Policy.

3.6.2 An Alternative Energy source may not be installed or used at a **Residence**, other than in accordance with the provisions of the Alternative Energy Policy.

3.7 Rezoning / Subdivision / Consolidation

3.7.1 A **Member** may not commence any process of rezoning, subdividing or consolidating of any immovable property on the **Estate**, without first obtaining the written consent of the **EHOA** to do so.

3.7.2 The **EHOA** may, in its sole discretion, either grant or refuse such approval, and (if approved) such approval will be subject to such conditions (including with regard to payment of additional levies) as the **EHOA** may in its sole discretion prescribe.

4. Sale of Residence

4.1 A **Member** shall ensure that any prospective purchaser is provided with a copy of these Rules.

4.2 A **Member** shall not permit a Property Practitioner ("PP"), who is not reflected as a Property Practitioner in the **EHOA** Register of Property Practitioners, to market a **Residence** for sale or lease. The **Member** shall further ensure that the **Member**'s appointed PP obtains, and complies with, a copy of the **EHOA** PP Policy. A **Member** shall inform the **EHOA** of the details of each and every PP that the **Member** appoints to market the sale of the **Member**'s property in the **Estate**.

4.3 A **Member** shall ensure that the purchaser of a **Residence** is made aware of the fact that the purchaser shall pay the **EHOA** a "buy in levy" calculated according to the following formula:

1 % of the Purchase Price (subject to a maximum of R35 000.00)



4.4 A **Member** shall further ensure that appropriate clauses are inserted in the Purchase / Sale Agreement, and are included in the Title Deed of the **Residence** sold, stipulating that:

- (i) Every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall become and remain a Member of the Home Owner's Association and be subject to its constitution until he / she ceases to be an owner as aforesaid. Neither the erf, nor any subdivision thereof, any interest therein, nor any unit thereon shall be transferred to any person who has not bound himself / herself to the satisfaction of such association to become a member of the Home Owner's Association; and
- (ii) The owner of the erf or any subdivided portion thereof, or any person who has an interest therein, or any unit thereon shall not be entitled to transfer such erf, subdivision thereof, interest therein or unit thereon without a clearance certificate from the Home Owner's Association stating that the provisions of the articles of association of the Home Owner's Association have all been complied with.

4.5 A **Member** shall not be permitted to transfer ownership of the **Member's Residence** to a third party, without first obtaining a Presale Inspection Certificate from the **EHOA**. The Presale Inspection Certificate will only be issued if, upon conclusion of an inspection by an authorized **EHOA** Representative, it is established that:

- (i) the buildings on the property correspond with the plans submitted to the **EHOA**; and
- (ii) any alternative energy sources have been installed in accordance with the alternative energy policy of the **EHOA**.

4.6 A **Member** shall not be permitted to transfer ownership of the **Member's Residence** (or any interest therein) to any third party (including Directors, Shareholders, Trustees, Beneficiaries and / or Members of the third party) unless such third party has passed a background security check by the **EHOA**, which confirms that the prospective purchaser:



- (i) does not have any previous convictions in respect of the offences listed in schedules 5 and 6 of the Criminal Procedure Act, Act 51 of 1977; and
- (ii) is not the subject of any investigation by the South African Police Services in respect of any such schedule 5 or 6 offences; and
- (iii) is not registered as a sexual offender in any sexual offences register.

4.7 The selling **Member** shall be responsible for the costs of the background checks to be conducted on the purchaser, which shall be payable by the selling **Member** to the **EHOA** prior to the background checks being conducted on the purchaser.

4.8 Where the selling Member is a **Juristic Person**, the selling **Member** may not transfer any interest in the **Juristic Person** to a third party without a Presale Inspection Certificate first having been issued by the **EHOA**. The costs of such certificate shall be paid for by the selling **Member**.

4.9 A **Member** shall be vicariously responsible for the conduct of a Property Practitioner, appointed by the **Member**.

4.10 Where a **Member** sells his property privately (in the sense that no Property Practitioner or third party marketing is involved in the sale) then such **Member** shall (with the exception that the **Member** shall not have to register as a Property Practitioner or pay the fee associated with such registration) comply with and abide by the terms and conditions of the Property Practitioner Policy.

5. Lease of Residence

5.1 A **Member** shall not lease a **Residence** to a tenant, other than in terms of a written Lease Agreement, a copy of which shall be provided to the **EHOA** prior to a tenant being permitted to take occupation of the **Residence**.

5.2 The written Lease Agreement shall include clauses to the following effect:

5.2.1 The Tenant(s) confirm that neither the Tenant nor any persons occupying the **Residence** in terms of the Lease Agreement:

- (i) have any previous convictions in respect of the offences listed in Schedules 5 and 6 of the Criminal Procedure Act, Act 51 of 1977; and



- (ii) are the subject of any investigation by the South African Police Services in respect of any such Schedule 5 or 6 offences; and
- (iii) are registered as sexual offenders in any Sexual Offences Register.

5.2.2 The agreement is subject to the suspensive condition that the tenant(s) and every person who will be occupying the **Residence** in terms of the Lease Agreement, subject themselves to a security background check by the **EHOA** and the **EHOA** confirms in writing that the tenant and all the occupants do not have any such previous convictions, are not the subject of any such investigations, and are not registered in any Sexual Offences Register.

5.2.3 This Lease Agreement shall automatically terminate upon the tenant or any of the occupants of the **Residence** being convicted of committing a Schedule 5 or Schedule 6 offence, or upon their names being entered into any Sexual Offences Register.

5.2.4 That the Tenant confirms that the Tenant has received a copy of the **EHOA** Rules, and undertakes to abide by the **EHOA** Rules.

5.2.5 The Tenant shall not be permitted to sublet the **Residence**.

5.3 A **Member** shall not permit any person who has a previous conviction in respect of a Schedule 5 or 6 offence, or who is the subject of any investigation by the South African Police Services in respect of any Schedule 5 or 6 offence, or whose name has been recorded in the Sexual Offences Register, to occupy the **Member's Residence**.

5.4 The background checks referred to above shall be conducted at the costs of the Lessor, who shall pay such costs to the **EHOA** prior to the background check being conducted.

5.5 A **Member** shall be vicariously liable for the conduct of the **Member's** Tenant.

5.6 Insofar as a **Member** should make use of the services of a PP to lease the **Member's Residence** to a Lessee, the provisions of paragraph 4 above (in respect of PP's and a **Member's** vicarious liability for the conduct of PP's) shall also apply to the leasing of a **Member's Residence**.



6. Levies

- 6.1 **Members** shall pay the levy due in respect of their **Residences** monthly in advance, and on or before the 7th day of each month.
- 6.2 Interest at the rate of prime plus 2,5% will be charged on any arrear levies, with effect from the date upon which the levy is due, until the date upon which the levy is paid.
- 6.3 Levies that are in arrears for longer than 60 days will be handed over to the **Estate's** appointed attorneys, who will take the necessary legal action to recover the levies. A **Member** shall in such event be responsible for the costs of the **Estate's** appointed attorneys in this regard, on an Attorney / Client Scale.
- 6.4 Levies may not be reduced or set off in any way as a result of any alleged, perceived, or actual failure of the **EHOA** to comply with any of it's obligations towards a **Member**.
- 6.5 Any penalties imposed in respect of any contravention of these Rules shall be reflected on a **Member's** levy statement until paid in full.
- 6.6 The **EHOA** shall not issue a **Member** with a Clearance Certificate in respect of a **Member's Residence**, until such time as the **Member** has settled it's indebtedness (including outstanding penalties) to the **EHOA** in full, or has provided the **EHOA** with a guarantee (in a form acceptable to the **EHOA**) for payment of the **Member's** indebtedness, which shall include such indebtedness until date of registration of transfer of the **Member's Residence** to a third party.
- 6.7 A **Member** shall be liable towards the **EHOA** for any legal costs incurred by the **EHOA** in enforcing payment of any penalties imposed, on an Attorney / Client scale.
- 6.8 A **Member's** right to vote at any **Members'** meeting shall be automatically suspended until such time as a **Member** has complied with it's obligations in respect of any arrear levies, or failure to pay a penalty, where a **Member** is in arrears:



- (i) with its levies due for a period of longer than 60 days, or
- (ii) fails to pay any penalty due to the **EHOA** within 60 days of the penalty being imposed, or alternatively within 60 days of having exhausted the **Member's** rights of appeal against the penalty imposed. The suspension referred to herein shall continue until such time as the **Member** has fully paid the arrear amounts due to the **EHOA**.

6.9 Where a **Member** is in arrears with levies (including penalties) for a period of 6 months or more, then the **Member's** right to access the **Estate** through the **Member's** entrance, and in accordance with the Biometric Access System, shall be suspended until such time as the arrears levies (including penalties) have been paid in full.

7. Common Property

7.1 **Common Property** is for the use and enjoyment of all **Members** and **Residents** subject to the conditions that **Members** and **Residents** shall at all times abide by Rules relevant to a specific portion of the **Common Property**, including Rules in respect of:

- (i) hours of access; and
- (ii) the number of people who may enter upon a specific portion of the **Common Property**; and
- (iii) which activities are prohibited on the **Common Property**; and
- (iv) the manner in which the **Common Property** may be used or accessed, as reflected on any signage erected on the **Common Property**.

7.2 Any person entering upon **Common Property** shall ensure that he / she does not cause any unreasonable inconvenience or nuisance to any other persons in doing so.

7.3 A **Member** shall not, without first obtaining the written consent of the **EHOA** (which consent and any conditions subject thereto, shall be in the sole discretion of the **EHOA**) in any way permit the buildings of a **Residence** or its gardens, to encroach upon the **Common Property** or the Golf Course.



- 7.4 No person shall be permitted to park any vehicle (including boats, caravans and trailers), or to store any object or material, on **Common Property**.
- 7.5 Nothing contained in these Rules shall be interpreted as preventing the development of any **Common Property** by the **EHOA** in the interests of **Members**.
- 7.6 Unless authorized thereto by the **EHOA**, no person shall be permitted to spend an evening on **Common Property**.

8. Clubhouse, Sporting Facilities and the dam

- 8.1 The use of the **Clubhouse** and **Sporting Facilities** is subject to these Rules and any Rules displayed at the **Clubhouse** and **Sporting Facilities**.
- 8.2 The use of the dam is subject to these Rules and the East Rand Speed Boat Club (ERSBC).
- 8.3 Boating, fishing and swimming may only take place in designated areas of the dam.
- 8.4 Motorised boating on the dam is subject to the Rules of the ERSBC.
- 8.5 No jet ski's are allowed on the dam, unless the prior written consent of the **EHOA** and the ERSBC has been obtained for this purpose.
- 8.6 Non-motorized boats (canoes, kayaks, paddle boats and the like) may only be used within the non-wake zones on the dam, and in such a manner as to ensure that no inconvenience is caused to any motorized boats on the dam.
- 8.7 No person may enter any area marked with blue stakes, without the authority of the **EHOA**.

9. Golf course

- 9.1 The use of and access to the golf course will be subject to the Rules of the Ebotse Golf Club.



- 9.2 **Residents** may access the golf course before 06H30 and after 17H30 each day, subject to the condition that golfers who have not yet finished their rounds shall have right of way.
- 9.3 No person may play golf on the golf course without paying the required fee at the Golf Pro Shop to do so, and registering the round of golf.
- 9.4 No **Resident** may enter bunkers, or go on to any greens or tees, when not playing golf in accordance with the Rules of the Ebotse Golf Club.
- 9.5 When entering the golf course, **Residents** shall take extra care not to in any way damage any part of the golf course.
- 9.6 No form of transport shall be allowed on the golf course, other than recognized golf carts.

10. Security Personnel

- 10.1 All persons entering the **Estate** shall respect, abide by and comply with the decisions and instructions of the **Estate's** appointed **Security Personnel**.
- 10.2 No person shall be permitted to in any way verbally abuse, threaten, intimidate, harass or assault **Security Personnel**.
- 10.3 Any person to whom a member of the **Security Personnel** may issue a written notice (whether in respect of compliance or a penalty) shall sign for receipt of such notice.
- 10.4 Any person who is requested to do so, shall immediately upon being requested to do so by any member of the **Security Personnel**, provide the **Security Personnel** with:
 - (i) the full names of the person; and
 - (ii) information relating to whether the person is a **Member, Resident, Employee** or **Visitor** to the **Estate**; and
 - (iii) full contact details of the person, including the address of the person and (where the person is a **Visitor** to the **Estate**) the full contact details of the **Member** or **Resident** that the person is visiting.



11. Access to Estate

11.1 No person shall be permitted access to the **Estate** unless such person:

- (i) is registered on the **Estate's** Biometric Security System; or
- (ii) is invited to access the **Estate** by means of the **Estate's Visitor Management System**, by a person authorized to extend such invitation, and is in possession of an access code; or
- (iii) is granted permission to enter the **Estate** by the **Security Personnel**; or
- (iv) has booked to play golf; or
- (v) will be visiting the clubhouse.

11.2 Persons visiting the **Estate** to play golf, or to go to the clubhouse, shall not be permitted to drive around the **Estate**, and their movement on the **Estate** shall be restricted to the route necessary to go to the golf course / clubhouse, and to thereafter exit the **Estate**.

11.3 The **EHOA** may refuse to grant a **Visitor** access to the **Estate** where, in the opinion of the CEO (or failing the CEO, the Legal Director or the Security Director of the **EHOA**), there is good reason to believe that a **Visitor** has committed a criminal offence within the **Estate**.

11.4 The CEO (or Legal Director or Security Director as the case may be) shall notify the **Visitor** in writing that the **Visitor** shall not be permitted to enter the **Estate** pending an investigation into the matter, and a final decision in this regard being made by the Board of Directors.

12. Employees

12.1 A **Resident** must complete and sign an application form for an identification card for any **Employee**, and must submit the application to the **EHOA**. An **Employee** shall only be permitted to enter the **Estate** after submitting himself / herself to a background security check, and such security check confirming that:



- (i) the **Employee** has no previous convictions in respect of any of the offences listed in Schedules 1, 5 or 6 of the Criminal Procedure Act, Act 51 of 1977; and
- (ii) the **Employee** has not been registered as an offender in any Sexual Offences Register.

12.2 The **Employee** shall carry an identification card at all times and, when requested to do so, present the identification card to any member of the **Security Personnel** of the **EHOA**, and use the identification card to enter or exit the **Estate**.

12.3 A **Resident** shall immediately notify the **EHOA** of the termination of an Employee's employment.

12.4 Employers must ensure that their **Employees** do not cause any disturbance or nuisance to **Residents**.

12.5 **Employees** may only move between their place of employment, and the entrances / exits to the **Estate**.

12.6 **Employees** may not loiter anywhere on the **Estate**.

12.7 Employers are vicariously liable for the conduct of their **Employees**.

13. Visitors to Residents

13.1 **Visitors to Residents** shall only be permitted access to the **Estate** if invited by a **Resident**, and if in possession of an access code.

13.2 A **Resident** shall ensure that the **Resident** or an authorized representative of the **Resident** is at the **Residence**, and available to accept receipt of any delivery ordered by the **Resident**.

13.3 **Residents** are vicariously liable for the conduct of their **Visitors**.

14. Use of roads

14.1 Notwithstanding the fact that the roads on the **Estate** are "private" and not "public" roads, the provisions of the Road Traffic Act, 93 of 1996 (except as amended by these Rules hereunder) shall be applicable to any persons using the roads within the **Estate**.

14.2 No person may exceed the speed limit on the roads in the **Estate**, of 40 km/h.



14.3 Where any penalty is issued in terms of the contravention of driving in excess of the permissible speed limit, the reading of the equipment used by the **Security Personnel** in the **Estate** to establish the speed at which the offender travelled, shall be deemed to be accurate and correct unless proven otherwise by the offender.

14.4 Pedestrians and golfers must be given right of way.

14.5 Parking on sidewalks, in roads and **Common Property**, or in front of driveways to **Residences** is prohibited.

14.6 No person may operate a vehicle in the **Estate** unless such vehicle is licenced in terms of the provisions of the Road Traffic Act. For purposes of this paragraph, a vehicle shall not include a golf cart or bicycles.

15. Golf carts

15.1 Only persons who have been issued with a drivers' licence in terms of the Road Traffic Act, may drive golf carts.

15.2 All golf carts must be registered with the **EHOA** and acquire the necessary identification stickers for control purposes.

15.3 Golf carts driven at night, must have working headlights, which must be utilized while so driving.

15.4 No golf carts may be used in any restricted areas.

16. Drones

The use of a drone, or any other remote controlled aircraft, on the **Estate** is prohibited, unless the prior written consent of the **EHOA** has been obtained to operate such aircraft, and then only subject to such conditions as may be contained in the written consent.

17. Fishing

17.1 Fishing is only permitted in the demarcated fishing spots along the Rynfield dam.

17.2 There shall be a maximum of 4 (FOUR) fishermen per fishing spot, with a maximum of 2 (TWO) rods per person.

17.3 A **Member** or **Resident** must be present when any **Visitor** fishes anywhere on the **Estate**.



- 17.4 No alcohol may be consumed whilst fishing.
- 17.5 No littering is permitted.
- 17.6 No fishing may take place following an hour after sunset.
- 17.7 Persons fishing must ensure that such fishing does not in any way interfere with or hamper the use of the dam by any persons exercising their rights of access to, and use of, the dam.

18. Refuse

- 18.1 All refuse must be stored in suitable refuse bins, approved for such purpose by the **EMM**.
- 18.2 Refuse bins may not be left standing outside except at times when refuse is to be collected. Refuse bins must be properly stored out of sight at the **Residence**, and be returned to the storage space on the same day as the refuse was collected.
- 18.3 No littering is permitted anywhere on the **Estate**.

19. Laundry

A **Resident** must ensure that laundry is not visible from the **Common Property** of the **Estate**, or the golf course.

20. Nuisance

- 20.1 **Residents** shall at all times exercise their rights of occupation of their **Residences**, and rights of access to the **Common Property** and golf course, with due consideration to the rights of their neighbours, and other **Residents** on the **Estate**.
- 20.2 In exercising their rights of occupation, or access as referred to above, **Residents** shall ensure that they do not cause any unreasonable inconvenience or nuisance to any of the other **Residents** on the **Estate**.
- 20.3 No loud noise or music will be permitted before 07H00 each morning, and after 22H00 each evening from Sundays to Thursdays, and on Fridays and Saturdays before 07H00 each morning and after 24H00 in the evenings.
- 20.4 Every **Resident** shall ensure that the lighting installed at the **Resident's Residence** does not cause any inconvenience to the **Resident's** neighbour, or any other **Residents** on the **Estate**.



21. Firearms

- 21.1** Only persons who are the licensed holders of a firearm, may be in possession of that firearm anywhere in the **Estate**.
- 21.2** Unless authorized thereto by the **EHOA**, and except insofar as it may be necessary to return a firearm to a **Residence**, or to remove a firearm from the **Estate**, no person shall be permitted to move around anywhere on the **Estate** whilst in possession of a firearm.
- 21.3** **Visitors** may not bring firearms on to the **Estate**.
- 21.4** Unless authorized thereto in writing by the **EHOA**, no person may discharge a firearm anywhere on the **Estate**.

22. Fireworks

The use of fireworks anywhere on the **Estate** is strictly prohibited.

23. Private security

No person on the **Estate** may make use of any form of private security, other than in terms of authority granted by the **EHOA**, and in terms of the Private Security Policy.

24. Caravans / boats / trailers

All caravans, boats, trailers and similar vehicles must be stored out of sight when not in use.

25. Pets

- 25.1** Any person owning a pet shall ensure that they comply with all local authority bylaws relating to pets. This includes laws relating to licensing, numbers of pets, inoculations, vaccinations etc.
- 25.2** No person may keep more than 2 (TWO) dogs and 2 (TWO) cats at a **Residence**, regardless of the size of the pets.
- 25.3** Each dog or cat must at all times wear a collar, with a name tag indicating the **Resident's** name and telephone number.
- 25.4** No more than 2 (TWO) caged birds may be kept at a **Residence**.
- 25.5** No poultry, pigeons, aviaries, wild animals, venomous arachnids or reptiles, or any form of livestock may be kept on the **Estate**.



- 25.6 Pets may not be allowed to be an unreasonable nuisance or to cause any unreasonable disturbance or annoyance to others, whether by excessive barking, howling or squawking, or in any manner whatsoever.
- 25.7 **Residents** must ensure that their cats remain at their **Residences**, and do not roam around the **Estate** unsupervised.
- 25.8 When walking dogs, the dogs must at all times be on a leash. **Residents** must immediately pick up dog waste when walking their dogs.
- 25.9 Pets may not be left unattended overnight at a **Residence**.
- 25.10 Any animal on the **Estate**, in contravention of these Rules, shall be removed forthwith on notice from the **EHOA**.
- 25.11 Any costs incurred in such removal will be for the account of the relevant **Member** and / or **Resident**.
- 25.12 **Residents** must ensure that their pets do not pose any threat or danger to any person, animal or property.
- 25.13 Insofar as the **EHOA** may find that a pet poses any threat or danger to any person, animal or property, a **Resident** shall remove such pet from the **Estate** upon receiving written notice from the **EHOA** to do so.

26. Conduct towards fellow Residents

- 26.1 **Residents** are encouraged to take all such steps as may be reasonably necessary to live in harmony with each other. Insofar as it is reasonably possible to do so, **Residents** are further encouraged to resolve their differences between themselves.
- 26.2 **Residents** must treat each other with respect, and any unreasonable failure to do so shall be a contravention of this Rule.

27. Conduct towards Visitors

Residents shall treat **Visitors** to the **Estate** with respect and not say or do anything to or in respect of **Visitors** that may bring the good name and reputation of the **Estate** into disrepute.

28. Conduct of Residents towards EHOA Employees and Directors of the EHOA

- 28.1 **Residents** shall at all times treat the **EHOA Employees** and **Directors** with respect.



- 28.2** Insofar as a **Resident** may have any specific complaints against, or about, **EHOA Employees** or **EHOA Directors**, the **Resident** shall submit such complaint in writing to the **EHOA**, marked for the attention of the CEO of the **Estate**.
- 28.3** The abuse, intimidation, harassment or assault of an **EHOA Employee**, or an **EHOA Director** is strictly prohibited.

29. General rules

- 29.1** The dumping of any material anywhere on the **Estate** is prohibited.
- 29.2** No person may, without the prior written authorization of the **EHOA**, remove or damage any Fauna or Flora on the **Estate**.
- 29.3** The burning of any material (other than in respect of firewood or braai related products) anywhere on the **Estate** is prohibited, unless the prior written authority of the **EHOA** has been obtained.
- 29.4** All persons entering the **Estate** shall comply with the rules and / or regulations printed on any signs put up anywhere in the **Estate**, under the authority of the **EHOA**.
- 29.5** No person may display any form of advertisement anywhere on the **Estate**, or hold any kind of auction or sale of any property, without first obtaining the written consent of the **EHOA** to do so. Such consent shall be granted or refused in the sole discretion of the **EHOA**.
- 29.6** No person may urinate or defecate in public.
- 29.7** No person may cause any damage to any property on the **Estate**, unless authorized by the owner of such property to do so.

30. Penalties

- 30.1** Any person who contravenes any of the provisions of these Rules, shall be guilty of a breach of these Rules, and be subject to a penalty as per Annexure "A" hereto.
- 30.2** Unless appealed against, any penalties imposed in terms of the provisions of these Rules are payable within 30 (THIRTY) days of the date upon which the penalty is imposed.



- 30.3** Until such time as any and all outstanding penalties have been paid, a **Member** (who is responsible for the payment of such penalty) shall not be entitled to vote at any meeting of the **Members**.
- 30.4** Until such time as any and all outstanding penalties have been paid in full, the **EHOA** shall be entitled to refuse to issue a Clearance Certificate in respect of any immovable property owned by the **Member**, who is liable for such payment, in the **Estate**.
- 30.5** **Members** are vicariously liable for the payment of any penalties issued to any of their Tenants, **Employees** and **Visitors**.

31. Appeals / Representations in respect of penalties

31.1 A **Member** may file an appeal against any decision given against:

- (i) the **Member**; and / or
- (ii) any occupant of the **Member's Residence**; and / or
- (iii) any Tenant of the **Member**; and / or
- (iv) any employee of the **Member**; and / or
- (v) any **Visitor** to the **Member**,

in terms of the provisions of these Rules.

31.2 Only a **Member** may file an appeal. Insofar as a non-member may wish to file an appeal against any decision or penalty imposed, such person may only do so with the prior written consent of the relevant **Member** who is vicariously liable for such person's conduct.

31.3 An appeal must be submitted in writing to the **EHOA**, marked for the attention of the CEO, within 14 (FOURTEEN) calendar days of the date upon which the decision was made, or the penalty was imposed, against which the appeal is filed.

31.4 Where no appeal is filed within the prescribed 14 (FOURTEEN) day period, the decision or penalty (as the case may be) shall become final and enforceable and binding upon the person affected thereby, who shall have no further right of appeal or review. The **Member** vicariously liable for such person's conduct shall immediately upon expiry of the 14 (FOURTEEN) day period, become liable for payment of the penalty imposed.

31.5 A person wishing to appeal shall do so by completing and filing Annexure "**B**" hereto, within the 14 (FOURTEEN) day period referred to.



- 31.6** When an Appeal is filed against a decision based on a complaint by a person other than a member of the **Security Personnel**, then the complaining person (or persons as the case may be) shall be requested to provide an Affidavit to the **EHOA** setting out the details relevant to the nature and extent of the complaining person's complaint, within 7 (SEVEN) days of being requested to do so by the **EHOA**.
- 31.7** Where the complaining person (as referred to in paragraph 31.6 above) fails or refuses to provide such an Affidavit, the decision against which the Appeal is filed will automatically be set aside.
- 31.8** Where the complaining person does provide the Affidavit referred to in paragraph 31.6 above, a copy of the Affidavit will be provided to the Appellant, who will thereafter have a further 7 (SEVEN) days to supplement the Appellant's reasons for the Appeal.
- 31.9** A panel consisting of 3 (THREE) **Directors** of the **Estate**, shall consider the appeal within 14 (FOURTEEN) days of the filing thereof, and provide the Appellant with the panel's decision within 7 (SEVEN) days of such decision having been made.
- 31.10** The panel may, in its sole discretion, decide the matter on the strength of the documentation submitted to it by the Appellant, or call for such further information and / or evidence as the panel may deem necessary to properly consider the matter.
- 31.11** The panel may further call for oral evidence, and, after giving the Appellant reasonable notice thereof, direct that such oral evidence be presented on a specific date and time at Ebotse.
- 31.12** The hearing of such evidence shall be conducted on an informal basis, and as may be directed by the Chairperson of the panel. Such Chairperson shall either be the Chairman of the Board of **Directors**, alternatively the Legal Director, alternatively the Security Director of the **Estate**.
- 31.13** The Appellant shall not be entitled to any form of legal representation at such a hearing.
- 31.14** The panel shall provide its final decision to the Appellant within 7 (SEVEN) days of such hearing which, barring gross misdirection or unreasonableness, shall be final and binding on the Appellant.



32. Indemnity

32.1 Neither Ebotse, the **EHOA**, it's **Directors** or **Employees** shall in any way be held liable for any death of, or injury to, or damage to or loss of any property, suffered by any **Member**, or any **Member's Employee**, tenant, **Visitor** or any other person entering upon the **Estate**, and regardless of how such death, injury, loss or damage may have been incurred.

32.2 Any person entering into the **Estate** does so entirely at their own risk.

33. Domicilium

33.1 The **EHOA** chooses as it's domicilium the following:

Address:	Ebotse Golf and Country Estate
	The Main Gate
	Sarel Cilliers Street
	Rynfield
	Benoni
E-mail:	info@ebotsehoa.co.za
Contact No:	087 285 3542

33.2 The **Member's** chosen domicilium, for the purpose of the service of any notices, documents or Court processes (notices) shall be the physical address of the Immovable Property owned by the **Member** in the **Estate**. Where the **Member** owns more than 1 (ONE) property in the **Estate**, the **EHOA** may serve any notice at any one of the physical addresses of the Immovable Properties owned by such a member in the **Estate**.

33.3 Where the **Member** is a juristic person, such **Member** will in writing notify the **EHOA** of full contact details (including telephone number, e-mail address and physical address) of the person authorized to act on behalf of such **Member**.

33.4 Any notification served on such authorized representative, shall be deemed to have been served on such juristic person **Member**.



ANNEXURE “A”

A1: General Penalties

Contravention	First Offence	Second Offence	Third Offence
Paragraph 2	Warning	R1 000.00	R2 000.00
Paragraph 3			
(i) Paragraph 3.1 – Construction of Residence Penalties as per the Aesthetics Guidelines, and Architectural Building Rules of the Estate			
(ii) Paragraph 3.2 – Occupation of Residence Paragraph 3.2.1	R1 000.00	R2 000.00	R3 000.00
Paragraph 3.2.2	R1 000.00	R2 000.00	R3 000.00
(iii) Paragraph 3.3 – Alterations of Residence Penalties as per Aesthetic Guidelines, and Architectural and Building Rules			
(iv) Paragraph 3.4 – Maintenance of Residence	Warning	R500.00	R1 000.00
(v) Paragraph 3.5 – Use of Residence	R500.00	R1 000.00	R2 000.00
(vi) Paragraph 3.6 – Alternative Energy Policy	R1 000.00	R2 000.00	R3 000.00
(vii) Paragraph 3.7 – Rezoning / subdivision / consolidation	R1 000.00	R2 000.00	R3 000.00
Paragraph 4			
Sale of Residence	R1 000.00	R2 000.00	R3 000.00
Paragraph 5			
Lease of Residence	R1 000.00	R2 000.00	R3 000.00
Paragraph 6			
Levies	Warning	R100.00	R250.00
Paragraph 7			
Common Property	R1 000.00	R2 000.00	R3 000.00
Paragraph 8			
Clubhouse, Sporting Facilities and the dam	R1 000.00	R2 000.00	R3 000.00
Paragraph 9			
Golf course	R1 000.00	R3 000.00	R5 000.00
Paragraph 10			
Security Personnel			
(i) Paragraph 10.1, 10.3 and 10.4	R500.00	R1 000.00	R2 000.00
(ii) Paragraph 10.2	R1 000.00	R2 000.00	R3 000.00
Paragraph 11			
access to Estate	R1 000.00	R2 000.00	R3 000.00

Paragraph 12 Employees	Warning	R500.00	R1 000.00
Paragraph 13 Visitors	Warning	R500.00	R1 000.00
Paragraph 14 Roads Exceeding speed limits:			
(i) 40 km/h – 44,9 km/h	Warning	R250.00	R500.00
(ii) 45 km/h – 49,9 km/h	R250.00	R500.00	R1 000.00
(iii) 50 km/h – 54,9 km/h	R500.00	R1 000.00	R2 000.00
(iv) 55 km/h – 59,9 km/h	R1 000.00	R2 000.00	R3 000.00
(v) 60 km/h – 69,9 km/h	R2 000.00	R3 000.00	R5 000.00
(vi) In excess of 70 km/h	R3 000.00	R5 000.00	R10 000.00
Paragraph 14.4 – Pedestrians and golfers	Warning	R250.00	R500.00
Paragraph 14.5 – Unlawful parking	Warning	R500.00	R750.00
Paragraph 14.6 -	R250.00	R500.00	R1 000.00
Any other contravention of the Road Traffic Act	R250.00	R500.00	R1 000.00
Paragraph 15 Golf carts	R500.00	R1 000.00	R3 000.00
Paragraph 16 Drones	Warning	R250.00	R500.00
Paragraph 17 Fishing	R250.00	R500.00	R1 000.00
Paragraph 18 Refuse	R250.00	R500.00	R1 000.00
Paragraph 19 Laundry	Warning	R250.00	R500.00
Paragraph 20 Nuisance	Warning	R1 000.00	R2 000.00
Paragraph 21 Firearms	R1 000.00	R2 000.00	R5 000.00
Paragraph 22 Fireworks	R1 000.00	R2 000.00	R5 000.00
Paragraph 23 – Private Security Penalties as per the Private Security Policy			
Paragraph 24 Caravans – boats, trailers	Warning	R250.00	R500.00
Paragraph 25 Pets			
(i) Paragraphs 25.1 – 25.5	R250.00	R500.00	R1 000.00
(ii) Paragraphs 25.6 – 25.13	R500.00	R1 000.00	R3 000.00
Paragraph 26 Conduct towards fellow Residents	Warning	R500.00	R1 000.00
Paragraph 27			



Conduct towards Visitors	Warning	R500.00	R1 000.00
Paragraph 28			
Conduct towards EHOA Employees and Directors			
(i) Paragraph 28.1	Warning	R500.00	R1 000.00
(ii) Paragraph 28.3	R1 000.00	R2 000.00	R3 000.00
Paragraph 29			
General Rules			
(i) Paragraph 29.1	R1 000.00	R5 000.00	R10 000.00
(ii) Paragraph 29.2	R1 000.00	R5 000.00	R10 000.00
(iii) Paragraph 29.3	R500.00	R1 000.00	R2 000.00
(iv) Paragraph 29.4	R500.00	R1 000.00	R2 000.00
(v) Paragraph 29.5	R250.00	R500.00	R1 000.00
(vi) Paragraph 29.6	R500.00	R1 000.00	R2 000.00
(vii) Paragraph 29.7	R2 000.00	R5 000.00	R10 000.00



A2 – Penalties in excess of the guidelines provided

Notwithstanding anything to the contrary herein, it is specifically recorded that:

1. The general penalties are intended to be guidelines only, and will apply generally to less serious contraventions.
2. Whenever the EHOA (as decided by the Board of Directors) is of opinion that a contravention is of such a serious nature that it justifies the imposition of a penalty in excess of the general penalty guidelines, then the EHOA may impose a penalty of up to a maximum of R100 000.00.
3. A penalty in excess of the guidelines will only be imposed where:
 - 3.1 the Board of Directors has unanimously agreed that the circumstances of the contravention justify the possible imposition of a higher penalty; and
 - 3.2 the relevant offender has been notified in writing of the Board's intention in this regard; and
 - 3.3 the offender has been provided with an opportunity to respond to the aforesaid notice, which response shall be submitted to the Board within 14 days of the offender having been so notified; and
 - 3.4 the offender has not responded within the prescribed 14 day period or, having so responded, the Board has considered the response and unanimously decided to impose a penalty which the Board deems appropriate under the circumstances;
4. The Board may call for such further information as it deems necessary, before making a final decision in this regard.



A3 – Discretion of Security Personnel

Notwithstanding any thing to the contrary contained herein it is specifically recorded that a Member of the Security Personnel may, in the sole discretion of that Member, issue a written warning in lieu of any prescribed penalty.