

# **MONTE CHRISTO ECO ESTATE**

## **CONDUCT RULES FOR OWNERS AND RESIDENTS**

**Revision 8**



## REVISIONS

### 1. Revision 1:

Approved on 14 March 2016 during a Special General Meeting and approved at the Annual General Meeting (AGM) in May 2016.

### 2. Revision 2:

Minor amendments on 31 October 2017 and 9 November 2017 to align with the 2002 Constitution.

### 3. Revision 3:

(1) Added paragraphs 10.3 and 10.4.

Revision 3(1):

*Approved by the Management Committee of the Monte Christo Eco Estate Association (MCEEA) on 16 January 2018.*

(2) Paragraph 3.5.10 (Table): Added “Reckless and negligent driving” (category 1), “Littering” (category 2), as well as an additional category (6).

(3) Refined wording in paragraph 20.2 to broaden the interpretation.

(4) Added a cross-reference to Estate Agents’ Code of Conduct (paragraph 12.3).

(5) Paragraph 20.4.1: Changed stipulated details of access for domestic workers and garden workers by cross-referencing to the Site Operating Procedure (SOP).

(6) Paragraph 6.4.4: Deleted “through the Bloodhound patrolling system”.

(7) The speed limit has been reduced from 40 to 30 kilometres per hour.

(8) Added paragraph 12.3 (Conduct Rules for Estate Agents).

Revision 3(2) to 3(8):

*Approved by the Management Committee of the MCEEA on 13 February 2018.*

### 4. Revision 4:

On 16 June 2018 (i) changed all instances where mention is made of the Monte Christo Eco Estate ASSOCIATION to Monte Christo Eco Estate Home Owners Association (HOA) after the new Constitution was approved by the Mossel Bay Municipality on 12 June 2018 and (ii) updated all cross-references to the 2002 Constitution to the new 2018 Constitution.

## **5. Revision 5:**

Amended paragraph 12 to prohibit the placement of any sign, notice, billboard or advertisement of any kind whatsoever on any part of the property so as to be visible from the outside, except a notice from a contracted security company, or notices in accordance with relevant legislation.

*Approved by the Management Committee of the MCEEA on 11 September 2018.*

## **6. Revision 6:**

Deleted paragraph 18.2 in connection of the holding of auction or jumble sales on the Estate as it is covered under paragraph 18.1.

*Approved by the Management Committee of the MCEEA on 12 February 2019.*

## **7. Revision 7:**

- (1) Paragraph 3.5.10 (Table): Added "streets and" (category 1) and replace "100%" with "200%", (category 6).
- (2) Paragraph 11: Relace "should" with "shall" and add "washing" before "washing lines".
- (3) Amendment of clause 10.3 so as to reduce the notice period from thirty (30) to seven (7) days.
- (4) Added sub-paragraph 17.8 in order to prohibit the use of power-driven tools which create an excessive noise.
- (5) Added paragraph 18 to in order to regulate the installation and use of electrical generators.
- (6) Add sub-paragraph 19.2 in order to prohibit "Airbnb".
- (7) Sub-paragraph 20.5: Substitute "bougainvillea" with "dwarf bougainvillea".
- (8) Paragraph 22.2: Add sub-paragraphs 22.2.3, 22.2.4 and 22.2.5 so as to regulate the rental of dwelling houses.
- (9) Add paragraph 25 in order to prevent and regulate vandalism.

*Approved by the Management Committee of the MCEEA on 5 November 2021.*

## **8. Revision 8:**

The amendment of clause 16.2 to prohibit the keeping op more than two pets (dogs and/or cats) on any property in the Estate.

*Approved by the Management Committee of the MCEEA on 31 January 2022.*

## 1. INTRODUCTION

These Rules are to exercise the control and maintenance functions in terms of clauses 3, 6, 12, 23 and 25 of the Constitution. Furthermore, it is a reference document to establish order, safety and security for all owners and residents of the Monte Christo Eco Estate.

The Rules shall always be applied to be consistent and aligned with the provisions of the Constitution and the Architectural Guidelines of the Monte Christo Eco Estate.

## 2. DEFINITIONS AND INTERPRETATIONS

The headings in these Rules are for convenience and reference purposes and shall not be taken into consideration in the interpretation of the provisions of this document. Unless the opposite otherwise indicates, words importing any one gender shall include the other gender. This includes the singular, plural and vice versa and shall also include natural persons as well as created entities (with or without legal personality) and vice versa.

The following terms shall have the meanings, which according to this have been ascribed to them and corresponding expressions shall have corresponding meanings such as:

- 2.1.1 **“Alienate”** means any Erf or part thereof whether by way of sale, exchange, donation, deeds, intestacy, will, cession, renouncement of will, transfer, court order for insolvency, change in shareholding of a company or alienation of membership in a closed corporation whether such an alienation is subject to a suspensive or resolute condition. Alienation shall have a corresponding meaning.
- 2.1.2 **“Aesthetics sub-committee”** means a subcommittee established in terms of clause 22 of the Constitution.
- 2.1.3 **“Architectural Guidelines”** are the guidelines within which development on the Eco Estate may take place. It also includes the Building Rules.
- 2.1.4 **“The HOA”** is The Monte Christo Eco Estate Home Owners Association established in terms of section 29 of the Land Use Planning Ordinance 1985. In terms of clauses 9 to 13 of the Constitution of the HOA, the affairs of the Monte Christo Eco Estate will be managed and controlled by a committee.
- 2.1.5 **“Communal areas”** are those parts of the Estate, such as roads, parks, sidewalks, main road, erven, nature reserve, as well as the improvements thereof, which are the communal property of the members of the HOA, and which can be changed by members of the HOA.

- 2.1.6 The “**Constitution**” is the Constitution of the Monte Christo Eco Estate Home Owners Association (HOA) established in terms of section 29 of Ordinance 15 of 1985 for the Eco Estate.
- 2.1.7 “**Erf**” means any residential or group housing/townhouse erf registered at the Deeds Office in Cape Town according to the stipulations of the registration of the Deeds Registries Act, No. 47 of 1937, as amended, by virtue of the town establishment and any Erf that may result from the subdivision of the Estate’s land, including consolidated erven.
- 2.1.8 “**Estate**” means the township development of Monte Christo Eco Estate as may be phased or subdivided from time to time and registered at the Deeds Office in Cape Town according to the stipulations of the Deeds Registries Act, No. 47 of 1937, as amended.
- 2.1.9 “**Estate Manager**” means any natural or judicial person appointed by the HOA, which it considers suitable to achieve the objectives of the HOA.
- 2.1.10 “**Levy**” means the monthly levy payable by the Owner and which is referred to in clause 20 of the Constitution and shall include Special levies.
- 2.1.11 “**Local Authority**” means the local authority having jurisdiction over the Estate.
- 2.1.12 “**Owner**” is the registered **Owner** of an Erf as registered by the relevant Deeds Office.
- 2.1.13 “**Penalties**” may include a fine that a member becomes liable to pay in respect of an act or omission in conflict with these Rules or Constitution, which will be included in and which forms part of the monthly levy statement.
- 2.1.14 “**Rules**” is the set of conduct Rules for owners and residents (this document) issued from time to time by the HOA.
- 2.1.15 “**Service provider**” means any person and/or entity carrying out development, building or maintenance services on the estate and shall include but not restricted to building contractors, project managers, building material suppliers, developers or owner builders. This definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employees, agents, casual workers, and sub-contractors (hereinafter referred to as the ‘staff complement’) of the said service provider that might be appointed for carrying out development, building or maintenance services on the estate.

- 2.1.16 If any stipulation in a description is a substantive stipulation that provides rights or obligations to any party, irrespective of whether it is only in the description paragraph, it will be executed as if it is a substantive stipulation in the Rules.
- 2.1.17 When a number of days are prescribed in the Rules, it will be calculated exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or a public holiday, in which case the last day will be the next day that is not Saturday, Sunday or a public holiday.

### **3. COMPLIANCE WITH THE RULES**

- 3.1 The Rules have been established in terms of clause 23 of the Constitution of the HOA. The Rules as well as decisions taken by the Committee in interpreting and applying the Rules are legally binding upon all members of the Estate.
- 3.2 Owners shall ensure that their families, visitors, friends, tenants, domestic staff or service providers, are made aware of these Rules and strictly abide by them.
- 3.3 Owners and/or their tenants should strive to create conditions for harmonious living while enjoying their private property. Furthermore, they must respect each other at all times and apply the Rules in order to ensure a peaceful community.
- 3.4 In the event of disturbances, disputes or complaints arising for any reason, the involved parties should endeavour to settle the matter amicably between themselves. Problem solving should take place in a spirit of tolerance and consideration. In instances where problems cannot be resolved, a party may refer the matter to the HOA for consideration.
- 3.5 Failure by an owner or resident to comply with these Conduct Rules shall result in action from the HOA in the following ways:
- 3.5.1 The Estate Manager will discuss the contravention with the Owner/Resident/Tenant and agree on a date (depending on the severity of the problem) when the situation will be rectified [within five (5) working days of the discussion].
- 3.5.2 If the problem persists, a written notice informing the Owner/Resident/Tenant of the full details of the contravention will be served. The party must acknowledge receipt of the notice and remedy the contravention within five (5) working days.

- 3.5.3 If the problem is not solved to the satisfaction of the HOA within five (5) working days after the Owner/Resident/Tenant had been informed of the contravention, a written notice will be delivered/sent to the Owner/Resident/Tenant warning him/them that if the problem is not rectified within ten (10) days after this notification, a penalty will be imposed on the party. If it is a tenant, the Owner and/or letting agent will be given a copy of the letter containing the warning.
- 3.5.4 Should the problem persist after the period stipulated in paragraph 3.5.3, a written notice will be served imposing a penalty (in accordance with paragraph 3.5.10) on the contravener(s) stating the reason(s) for the imposition of the penalty.
- 3.5.5 The penalty imposed in paragraph 3.5.4 above, becomes due within five (5) working days from the date of the receipt of the notice.
- (a) If the owner is residing in the house and the penalty remains unpaid, it shall be added to the levies due by the owner. This will be recovered in the same manner as applicable to arrear levies. Payment of penalties will take preference over normal levies.
  - (b) If it is a tenant, the penalty will be payable to the HOA per EFT/bank deposit. If the fine has not been paid within the prescribed period, legal action will follow.
- 3.5.6 An Owner/Resident/Tenant may lodge a written objection within ten (10) working days after receipt of the notice in paragraph 3.5.4 with the HOA against the penalty imposed stating the reasons for disagreement.
- 3.5.7 Upon receipt of the objection, the HOA may:
- (a) withdraw or reduce the penalty, or
  - (b) schedule a management meeting to consider the objection and invite the Owner/Resident/Tenant to attend, or to be represented.
  - (c) At such a meeting [paragraph 3.5.7 (b)], the contravening party shall have the right to present his case, provide evidence, including the calling of witnesses, to substantiate his case.
  - (d) After the meeting (paragraph 3.5.7 [b]) the HOA may:
    - (i) uphold the penalty; or
    - (ii) withdraw or reduce the penalty.

3.5.8 Should any dispute arise between the HOA and the Owner/Resident/Tenant the matter can be referred for adjudication in terms of applicable legislation.

3.5.9 Notwithstanding anything to the contrary contained in paragraph 3, the HOA shall be entitled to institute legal proceedings by way of application, action or otherwise in any court of law having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions contained in the Rules.

**3.5.10 Categories and contraventions**

Category	Description of Rule	Penalty (% as proportion of levy)
1	<ul style="list-style-type: none"> <li>• Not adhering to the speed limit of 30 kilometres per hour in the Estate.</li> <li>• Reckless and negligent driving.</li> </ul>	100%
2	<ul style="list-style-type: none"> <li>• Illegal dumping of garden refuse and building material on other erven.</li> <li>• Soiling of streets and pavements.</li> <li>• Littering.</li> </ul>	100%
3	<ul style="list-style-type: none"> <li>• Keeping of poultry, pigeons, aviaries, wild animals or livestock on the property.</li> <li>• Pets not on a leash.</li> <li>• Residents not picking up pet faeces in common areas.</li> </ul>	100%
4	<ul style="list-style-type: none"> <li>• Residents causing a disturbance.</li> <li>• Pets causing a disturbance (e.g. dogs that bark continually).</li> </ul>	200%
5	<ul style="list-style-type: none"> <li>• Residences not maintained and falling into a state of disrepair.</li> </ul>	200%
6	<ul style="list-style-type: none"> <li>• Any infringement/transgression/non-compliance with the Rules contained in this document and not addressed above.</li> </ul>	200%

3.5.11 The penalties and suspensions imposed shall be enforced by the HOA or its authorised agent or Estate Manager.



## **4 LEVIES**

- 4.1 In the execution of clause 20 of the Constitution, the HOA shall from time to time impose levies upon all owners for the purpose of meeting all the expenses in relation to the facilities and services for or in connection with the Estate, and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the HOA and its affairs, including the Estate.
- 4.2 All levies shall be paid monthly in advance before the 15th day of each and every month to the Managing Agents.
- 4.3 Levies shall be paid evenly amongst all members in possession of registered erven within the Estate.
- 4.4 The HOA may, from time to time, impose special levies (upon members) according to clause 20.7 of the Constitution in addition to other levies.
- 4.5 Any amount due by an owner by way of a levy, special levy or penalty shall be a debt due by him to the HOA. An owner's successor in title to an erf (new owner) shall be liable, as from the date upon which he becomes a member pursuant to the transfer of that erf, to pay the levies attributable to that erf, but no member shall be entitled or permitted to transfer his erf until the HOA has certified that the member has at the date of transfer paid all amounts owing by him to the HOA.
- 4.6 If an erf is consolidated, then it is assigned as if the consolidation had not taken place; irrespective of the circumstances, provided however that the HOA may in any case – where they consider it equitable to do so – assign to any owner a greater or lesser share of the costs as the HOA deems reasonable in the circumstances.
- 4.7 Penalties shall be charged, calculated at an annual rate of the prime rate plus 2% on the late payment of any amount due by a member to the HOA and this amount will be compounded annually.

## **5 ADMINISTRATION**

- 5.1 The HOA shall be responsible to ensure that clearance certificates are issued to comply with the conditions of titles of all the properties forming part of the Estate.
- 5.2 Clearance certificates shall not be issued when a property is sold until such time as the owner's levies and or penalties are fully paid up together with three months' advance levies.

- 5.3 The HOA reserves the right to take legal action on overdue accounts. Legal action will be taken in the form of a letter of demand on all accounts in arrears of sixty (60) days and thereafter, further action as deemed necessary, in liaison with the HOA's attorneys, to recover monies outstanding.
- 5.4 Should the HOA hand over any overdue accounts for levies and/or penalties for collection, the owner shall be responsible for all associated costs, including collection commission, interest at the applicable rate and tracing fees if any.
- 5.5 No deposit applicable in terms of these Rules can be used as an offset against levies and/or penalties.
- 5.6 While all steps shall be taken by the HOA to ensure that the contact and postal details are correct in order to ensure that invoices reach their correct destination, the onus is on the owners to ensure that their details and/or changes are correct and updated.

## **6. SECURITY AND INDEMNITY**

- 6.1 Whereas security is considered to be of paramount importance, members shall at all times assist and comply with the security system and procedures relating to access control and other security implemented by the HOA.
- 6.2 The electricity security fence on the perimeter, closed-circuit television (CCTV), monitoring of movement and access control system serve a deterrent and detection function and are not a guarantee to prevent a determined attempt at intrusion into the property. Accordingly, neither the HOA, the managing agent, the security contractor, nor any of their agents or employees shall be liable for any loss of life, damage or loss of property suffered by any person.
- 6.3 The HOA shall appoint a security company whose main functions shall be agreed upon.
- 6.4 Main functions of the security company shall include:
  - 6.4.1 to present a safe environment for all persons in the Estate;
  - 6.4.2 to pay attention to security complaints that is lodged by people;
  - 6.4.3 to launch actions from time to time to prevent crime;
  - 6.4.4 to maintain observation of the Estate;
  - 6.4.5 to compile and evaluate information and report to the HOA;
  - 6.4.6 to execute access control in the Estate;
  - 6.4.7 to implement security rules and regulations; and
  - 6.4.8 to conduct random searching of visitor vehicles and service providers' vehicles from time to time.

- 6.5 The security company contracted in terms of paragraph 6.3 shall also have the authority to:
  - 6.5.1 assist with the arrest of any suspicious person(s) on the premises. This can only be done if the security officer/s was/were eyewitness(es) to the alleged crime or an eyewitness reported an alleged crime to the security officer.
  - 6.5.2 contain suspicious persons in terms of paragraph 6.5.1 until the arrival of members of the South African Police Service.
- 6.6 The following items shall not be displayed or used in the Estate:
  - 6.6.1 Drones
  - 6.6.2 Firearms
  - 6.6.3 Airguns
  - 6.6.4 Crossbows
  - 6.6.4 Catapults
  - 6.6.6 Paintball guns
  - 6.6.7 Animal traps
  - 6.6.8 Fireworks
  - 6.6.9 Any other dangerous items not specified.
- 6.7 The HOA shall have the power to implement, from time to time, security access rules and procedures, which power includes the appointment of experts for this purpose. Owners, members of their families, visitors, friends, tenants, domestic staff, and service providers shall comply with the access rules and procedures thus implemented.

**7. EMERGENCY PLANS PERTAINING TO CERTAIN INCIDENTS THAT MAY OCCUR IN THE ESTATE**

The HOA shall have the power to implement and change, if necessary, emergency plans pertaining to incidents of fire, armed robbery, bomb threats, strikes, hostage dramas and medical situations that may occur. Owners, members of their families, visitors, friends, tenants, domestic staff, and service providers shall adhere to the plans thus implemented.

## **8. USE OF ROADS/STREETS**

In order to achieve a pleasant environment, which is as safe as possible for children and pedestrians, owners and residents shall drive vehicles on the road and driveway areas with the utmost care at all times. The roads/streets are an integral part of the Estate and are to the benefit of all residents, visitors, service providers and other persons, whether in vehicles or on motorcycles or bicycles or on foot. It must be respected and regarded as a vital element of the community environment.

- 8.1 Speed limit is restricted to 30 km per hour.
- 8.2 No reckless and/or negligent driving will be allowed.
- 8.3 All road signs must be obeyed.
- 8.4 Save for section 9.1 of the Road Traffic Act 29 of 1989, all provisions of the Act as well as any other municipal by-laws apply.
- 8.5 Parents are responsible for ensuring that their children do not play in the streets. In the case of an accident, the HOA shall not be held liable to any person for any loss, damage or injury that may occur.
- 8.6 The drivers of any type of motorised vehicles must be in possession of a legal and valid driver's license.
- 8.7 Residents should report the registration number of any vehicle that they consider contravening the HOA's Rules and regulations, i.e. speeding, not obeying road signs and any other contravention to Security.
- 8.8 Engine-powered vehicles are not allowed to drive anywhere except on paved roads. Landscape areas, parks and pavements are expressly off limits.
- 8.9 No golf carts are allowed to be operated on the Estate's open roads.

## **9. MOTOR VEHICLES AND MOTORCYCLES: USE OF DRIVEWAYS AND PARKING**

- 9.1 Repairs to and reconditioning of vehicles on the common property is not permitted.
- 9.2 The use of any vehicles and motorcycles creating excessive noise is prohibited. Quad bikes and off-road motorcycles are especially prohibited.
- 9.3 The HOA shall have the right to prevent vehicles and motorcycles from entering the Estate if they are found or appear to be not roadworthy or unlicensed.

- 9.4 Damaged vehicles or motorcycles that are not in general use, spill oil or brake fluid on the common property or that are not roadworthy may not be parked on the common property other than for short periods as may be approved by prior written consent of the HOA.
- 9.5 No vehicle or motorcycle may be habitually parked in any part of the common area except in such places that are specifically approved and designated for that purpose and then only in such a way that the flow of traffic to and from erven and garages is not obstructed.
- 9.6 No commercial vehicle or truck (except for the purpose of effecting deliveries), motorcycle, caravan, trailer or boat may be parked in the common area.
- 9.7 No vehicle or motorcycle may be parked on or in the vicinity of any entrance to an Erf so that it protrudes over or onto the road reserve of the common area including streets.
- 9.8 Parking of vehicles and motorcycles is at the owner's risk
- 9.9 The HOA may remove or tow away, at the risk and cost of the owner, any vehicle/motorcycle/caravan/trailer or boat parked, standing or abandoned on the common property in contravention of the Rules.
- 9.10 Garage doors must generally be kept closed.

## **10. MAINTENANCE OF PROPERTIES**

- 10.1 Members shall at all times maintain the exterior of their premises, their gardens, boundary walling or fencing, and the sidewalk between the curb and the street boundaries of their property to the satisfaction of the HOA, e.g., watering lawns and trees, picking up litter and removing of building rubble.
- 10.2 No material storing, caravans, boats or jet skis of any kind will be allowed to be on any undeveloped property. Only three (3) days will be allowed after notification to remove such objects, after which the HOA will remove such objects. The owner of the property shall be liable for the costs involved which shall be raised in addition to the existing levy.
- 10.3 Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA. In the event that the stand is not according the aesthetic standards, the owner will be notified to rectify the situation. If no action is taken by the owner within seven (7) days after the date of the notice to the owner, then the HOA reserves the right to have the stand cleaned and cleared. The cost (as determined by the HOA from time to time) of cleaning and clearing will be debited to the owner's levy account.

10.4 As a guideline, an average undergrowth in excess of 200 mm is considered to be aesthetically unacceptable.

## **11. UNSIGHTLY OBJECTS/APPEARANCE FROM OUTSIDE**

Owners shall at all times ensure that no object which could, in the opinion of the HOA, be considered unsightly or to the detriment of the appearance of the Estate, be visible from the street, common areas or other properties. Objects, which shall be screened from view, include but are not limited to washing, washing lines, caravans, boats, swimming pool pumps, refuse and garden refuse, water tanks and solar geysers.

## **12. SIGNS AND NOTICES**

12.1 No owner or resident shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the property so as to be visible from the outside, except a notice from a contracted security company, or notices in accordance with relevant legislation.

12.2 A separate document (Rules of Conduct for Estate Agents) can be obtained from the Estate Manager.

## **13. LITTERING/DUMPING**

13.1 No littering or dumping on the common property will be allowed. Offenders shall be held responsible for all costs incurred in rectifying such an act and may be liable to an additional fine as determined by the HOA.

13.2 Cigarette butts and other objects may not be thrown from vehicles, windows, verandas, or patios onto the common areas.

## **14. REFUSE DISPOSAL**

An owner or resident of an erf shall:

14.1 Maintain in hygienic and dry condition, a receptacle for refuse within his erf.

14.2 For the purpose of having the refuse collected; place such receptacle within the area and at such times designated by the HOA.

14.3 When refuse has been collected, promptly return such receptacle to his portion or to other areas referred to in paragraph 14.1 above.

14.4 Not allow any of his possessions whatsoever or rubbish, debris, dirt or refuse to be left on any part of the common property.

14.5 Use the dumping facilities, if necessary, which are available on the Estate in a designated building area.

14.6 At all times comply with and adhere to the Municipality's regulations regarding refuse.

## **15. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

No resident may store any dangerous or explosive material, which may have an influence on the payment of an insurance claim lodged by the HOA. If a resident contravenes this rule, he will be held responsible for any loss or damage.

## **16. PETS**

16.1 No resident may keep more than two pets (dogs and/or cats) on his/her property.

16.2 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the property.

16.3 No pets are allowed to roam the common areas.

16.4 Pets must be walked on a leash in common areas.

16.5 Should any faeces be deposited in a common area, the immediate removal thereof shall be the sole responsibility of the pet owner.

16.6 Every pet must wear a collar with a tag indicating the owner's contact details. Stray pets without tags may be captured and handed over to the relevant authorities.

16.7 No resident may keep any dog, which barks for more than six (6) minutes in any hour or more than three (3) minutes in any half hour, causing disturbance to residents of the Estate.

16.8 All cats, male and female, must be neutered or spayed to prevent territorial instincts and breeding. Written proof from a registered vet must be provided to the HOA.

16.9 The HOA has the right to remove a pet should it be a nuisance within the Estate.

## **17. NOISE AND DISORDERLY CONDUCT**

An owner or a resident shall:

17.1 Ensure that he and his visitors or guests do not cause or create undue noise.

17.2 Not cause or permit any disorderly conduct of whatsoever nature either in or on his property and/or common area.

- 17.3 Not do or permit any act, which shall constitute or cause a nuisance or inconvenience to the owners or residents of the other portions or to the HOA and any other employee of the HOA.
- 17.4 Not use radios, musical instruments, electronic devices, music centres, TV sets and home movies in such a manner that it be heard in adjoining properties or on the common property.
- 17.5 Supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or the property of other owners.
- 17.6 In particular, prevent their children from damaging plants, decorations, house numbers, exterior lights, etc.
- 17.7 Not conduct hobbies or other activities on the common property if it would cause a nuisance to other members or occupiers.
- 17.8 Not use power driven tools which create an excessive noise.

## **18. ELECTRICAL GENERATORS**

Members are permitted to have an electrical generator provided the following conditions are complied with.

- 18.1 Only a generator with a noise level of 85 dB, or less, at 7 metres, may be installed.
- 18.2 No portable generators are permitted unless these are of the silent type and adhere to these rules.
- 18.3 All generators installed must be concealed and not visible from adjoining properties or common areas.
- 18.4 A homeowner must supply a proposal as to how the generator will be soundproofed and give a commitment that the proposed noise level will be adhered to.
- 18.5 All generators installed must be correctly installed by a qualified installer who must issue a certificate of compliance that it has been installed correctly.
- 18.6 Generators may not cause a noise disturbance to any surrounding neighbour.
- 18.7 Exhaust emissions must not affect neighbours or common property.
- 18.8 Manual operation will be possible but if installed on automatic changeover then a timer must be installed to prevent inconveniencing neighbours outside of operating hours.



18.9 Be aware of the dangers regarding the installation of a generator where there is already a solar photovoltaic system installed or a backup / inverter/off-grid system installed and ensure that all equipment is installed and isolated correctly.

18.11 Failure to comply with any of the above regulations shall result in a penalty per occurrence.

## **19. BUSINESS ACTIVITIES**

19.1 No business, profession or trade may be conducted in the Estate without the written consent of the HOA.

19.2 In terms of the security of residents of the Estate, no “Airbnb” will be permitted. Failure to comply with these regulations will result in a substantial fine being issued to non-compliant residents.

19.3 No advertising or publicity material to promote business activities may be exhibited or distributed.

## **20. GARDENS**

20.1 No plants or flowers may be picked from common areas, nor any damage caused to the garden areas on the common property.

20.2 Once a property is developed it will be the responsibility of the owner or resident to maintain the sidewalk between the kerb and the street boundary of their property to the satisfaction of the HOA, e.g. cutting of lawns, watering of lawns and trees. The upkeep and maintenance of the gardens within their own property are the responsibility of the owner or resident.

20.3 Cutting of trees on the common areas may only be done by someone approved by the Estate Manager.

20.4 The owner of a new property shall plant four trees within 12 months of registration of an erf in his name. Two of the trees shall be planted on the pavement in front of the property and two trees on the erf. Alternatively, the owner may donate the trees as prescribed to the HOA to plant it at its discretion.

20.5 The trees to be planted shall not be less than 1.5 m in height. Preference must be given to indigenous plant species. Accepted imports, such as oaks, olives, palm trees and creepers such as, specifically dwarf bougainvillea and wisteria are allowed.

20.6 Aliens and invasive species, in particular pine trees, blue gum trees, jacaranda trees or wattle trees are not allowed to be grown.

20.7 Existing established trees will be allowed subject to view impediments and the discretion of the HOA.

## **21. DOMESTIC STAFF**

An owner or resident:

- 21.1 Shall be responsible for the activities and conduct of his domestic/garden worker and shall ensure that they understand and abide by the Rules of the HOA.
- 21.2 Shall ensure that his domestic/garden worker do not unnecessarily without good cause, loiter on common property.
- 21.3 The owner/tenant whose domestic/garden worker fails to abide by the Rules may be required to remove such domestic help from the property if so, instructed by the Estate Manager.
- 21.4 The following access Rules shall apply:
  - 21.4.1 Access will only be granted to a domestic/garden worker according to the Access Control Site Operating Procedure (SOP) of the HOA. This is obtainable from the Estate Manager.
  - 21.4.2 The owner or resident will be responsible for the transport of his/her domestic/garden worker in/out of the estate.

## **22. OCCUPANCY OF HOUSES AND LEASING OF HOUSES**

### **22.1 Occupancy of houses**

- 22.1.1 For the sake of good order, a restriction of two persons (on average) per bedroom will be allowed. Garages cannot be used as bedrooms/sleeping facilities.

### **22.2 Leasing of houses**

- 22.2.1 Should any owner let his property for any given period, he shall, in writing, advise the HOA of the name, contact numbers of the tenant, and the lease period.
- 22.2.2 All tenants of units and other persons granted right of occupancy by any owner of the relevant unit, are obliged to comply with the Rules of the HOA notwithstanding any provision to the contrary in any lease agreement or granting of rights of occupancy. The owner is obliged to inform the tenant of the Rules and Regulations of the Estate and bind the tenant to conform therewith. Any consequences of contraventions of Rules by the tenant shall be the responsibility of the tenant and not the owner.

22.2.3 The owner shall advise the HOA Committee via the Managing Agents in writing of the number of people occupying the property and the full details of each of the occupants including their names and identity numbers.

22.2.4 The owner shall immediately advise the HOA Committee via or the Managing Agents in the event of the lessee absconding.

22.2.5 At least 14 days' notice shall be given by the owner to the HOA Committee via the Managing Agents before departure of the tenant on the termination or cancellation of a lease on the registered property.

22.2.6 Owners shall always be liable for charges such as levies, despite a written agreement between owner and tenant.

**23. STRUCTURAL CHANGES OF EXISTING BUILDINGS (ALSO SEE ARCHITECTURAL GUIDELINES AND BUILDING RULES)**

23.1 All alterations or additions to existing structures must be submitted to and approved by the Aesthetics sub-committee.

23.2 The responsibility for the final approval of building plans rests with the relevant local authority, but such plans may only be submitted to the local authority after approval by the Aesthetics sub-committee.

23.3 The Aesthetics sub-committee may refer building plans to architects for guidance.

23.4 The HOA shall not incur any liability to any person in rejecting or refusing the approval of a plan.

23.5 The Aesthetics sub-committee may request any such changes in design or site layout that, in their opinion, are required to preserve the architectural and environmental objectives of Monte Christo Eco Estate.

**24. BUILDING CONTRACTORS AND PROVIDERS OF SERVICES RELATING TO BUILDING ACTIVITIES**

See Architectural Guidelines and Building Rules as well as Code of Conduct for Building Service providers.

**25. VANDALISM**

25.1 The HOA has a zero-tolerance approach to vandalism (damage) of Estate property. Any damage to Estate property will attract a penalty as stated in Clause 3.5.10(6) hereof.

- 25.2 The SAPS will be called and a case of damage to property will be opened. All damages will be restored at the at the expense of the owner of the property where the perpetrator resides or is visiting.
- 25.3 Should damage be caused to the property of an Owner within the Estate, the HOA will provide the Owner with all the information at its disposal with regards to such damage. Any legal action will then be at the discretion of the Owner.

## **26. INDEMNITY**

- 26.1 Neither the HOA nor its agents shall be liable for any injury or loss or damage of any description whatsoever, which any owner or resident of a portion, or any member of his family, his employee or domestic and/or garden worker or his relative, friend, acquaintance, invite or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual portion by reason of any defect in the common property or for any neglect on the part of the HOA or any of the HOA's employees, domestic workers, agents or contractors.
- 26.2 The HOA or its agents, representatives and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and delivery or non-delivery of goods, postal matter, or any other property.

**----END----**