

MONTE CHRISTO ECO ESTATE

CONDUCT RULES FOR OWNERS / RESIDENTS

Revision 10

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: Replace “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 in order to regulate the installation and use of electrical generators.
- (6) Added 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 MCEEA on 5 November 2021.

8. Revision 8:

The amendment of clause 16.2 to prohibit the keeping of 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.

9. Revision 9:

The amendment of clause 6.6.1 to allow for the use of drones in certain circumstances.

Approved by the Management Committee of the MCEEA on 20 July 2022.

10. Revision 10:

- (1) Added clause 5.3 to minimise problems relating to outstanding levies.
- (2) Clause 6 updated (6.1, 6.2, 6.3 including all sub-clauses 6.3.1 – 6.3.6, 6.4 including all sub-clauses 6.4.1 – 6.4.8, and clause 6.7 changed to 6.5.
- (3) Amended clause 7 to better clarify HOA Management Committee authority in line with the Constitution and to emphasise adherence to the Estate's emergency plans and procedures.
- (4) Amended clause 9.1 for better clarification insofar repairs to motor vehicles, noise, and washing and cleaning of vehicles, boats, trailers and the like.
- (5) Amended clause 16 in totality to clarify and improve rules in regard to pets.
- (6) Amended clause 17.8 to better clarify the use of tools/equipment after hours and over weekends and Public holidays.
- (7) Added clause 17.9 to address external lights that may be an irritant to neighbours.
- (8) Amended clause 19 to clarify rules in regard to the following:
 - a. Private business on the Estate.
 - b. Prohibition of advertising and using properties for Holiday accommodation, Airbnb's, Bnb's, Guest houses, etc.
 - c. Publicity material.
 - d. Home offices.
 - e. Businesses and hobbies.
 - f. Door to door sales.
 - g. Auctions.
- (9) Amended clause 21 to define rules in regard domestic workers.
- (10) Amended clause 22.1 to clarify:
 - a. Occupancy of houses
 - b. Leasing of houses
 - c. Conformity of Estate rules
 - d. Lease agreements.

Approved by the Management Committee for inclusion in the Chairman's report submitted to all HOA members and residents prior to the AGM of 20 May 2023. The HOA members were satisfied and requested and agreed to a few minor amendments especially clauses 6 and 21.

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 Estate.

The Rules shall always be applied to be consistent and aligned with the provisions of the Constitution and the Architectural Guidelines of the 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. 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 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 management committee.
- 2.1.5 **“Communal areas”** are those parts of the Estate, such as roads, parks, sidewalks, main road, common 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. Owners may also be referred to as members.
- 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 the Estate’s 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 should report or refer the matter to the Estate manager or 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 and agree on a date (depending on the severity of the problem) when the situation will be rectified [within 5 working days of the discussion].
 - 3.5.2 If the problem persists, a written notice informing the Owner/Resident of the full details of the contravention will be served. The party must acknowledge receipt of the notice and remedy the contravention within 5 working days.
 - 3.5.3 If the problem is not solved to the satisfaction of the HOA within 5 working days after the person had been informed of the contravention, a written notice will be issued to the Owner/Resident warning him/them that if the problem is not rectified within 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 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 way as for levies that are in arrears. 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 may lodge a written objection within 10 working days after receipt of the notice in paragraph 3.5.4 with the HOA against the penalty imposed stating the reasons.
- 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 to attend, or to be represented.
 - (c) At such 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 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 Contraventions and Penalties

No	Breach	Penalty (% as a proportion of the monthly levy)
1	<ul style="list-style-type: none"> Not adhering to the Estate's traffic speed limit of 30km's/ hour and traffic signs. Reckless and negligent driving 	100%
2	<ul style="list-style-type: none"> Illegal dumping of garden refuse and building material on other erven or common areas. Soiling of streets and pavements and littering. 	100%
3	<ul style="list-style-type: none"> Rules under "Pets" clause 16 	100%
4	<ul style="list-style-type: none"> Residents causing a disturbance. 	200%
5	<ul style="list-style-type: none"> Residences not properly maintained and kept neat and falling into a state of disrepair. 	200%
6	<ul style="list-style-type: none"> Any other breach of the rules not specified in the table. 	200%

- 3.5.11 The penalties and suspensions imposed shall be enforced by the HOA or the Estate Manager or authorised Managing Agent.

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 may deem reasonable.
- 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 owners' 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. After sixty (60) days the member's Monte Christo access card will be deactivated. The member will then only be able to gain entrance to the Estate by adhering to the access procedure applicable to visitors. Deliveries for the member will also be denied unless the member physically

signs for the delivery at the security entrance gate. Ingress into the Estate for the member's visitors will be treated in the same way. Normal entrance to the Estate will be restored once the member has settled his levy account.

- 5.4 Should the HOA handover any overdue accounts for levies or penalties for collection, the owner shall be responsible for all associated costs, including collection commission, interest at the applicable rate and any tracing fees.
- 5.5 No deposit applicable in terms of these Rules can be used to 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 personal information and details are correct and kept up to date.

6. SECURITY AND INDEMNITY

- 6.1 Security is important to the HOA. The Estate's safety and security procedures, rules and standards may never be infringed by anyone.
- 6.2 The electric security perimeter fence of the Estate's closed-circuit television (CCTV) serves as a deterrent and detection function and not a guarantee to prevent possible intrusions to the Estate. All attempts of burglary or instances of fence crawling must immediately be reported to the Security staff on duty. Neither the HOA, Estate Manager 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 liability of the Security Service provider appointed by the Management Committee shall be as set out in the Service Level Agreement. The Security Service provider's key functions shall include:
 - 6.3.1 To maintain a monthly incident report.
 - 6.3.2 To maintain proper access control standards 24/7.
 - 6.3.3 To implement and enforce security procedures.
 - 6.3.4 To ensure the security staff on duty are bilingual (proficient in English and Afrikaans) and fully trained to perform their daily tasks and responsibilities.
 - 6.3.5 To conduct random vehicle searches of visitors and service providers from time to time.
 - 6.3.6 To assist with the arrest of any suspicious person on the Estate's premises. This will be done if the Security Officer was an eyewitness to the alleged crime or an eyewitness reported an alleged crime to the Security Officer. Such person may be detained by the Security Office until the arrival of the SA Police Services if it is deemed necessary to call them.
- 6.4 The following items may not be used or displayed by residents or any of their visitors on the Estate:

- 6.4.1 Drones
- 6.4.2 Firearms/Rifles
- 6.4.3 Air or gas pellet guns
- 6.4.4 Bows and Crossbows
- 6.4.5 Catapults
- 6.4.6 Paintball guns
- 6.4.7 Animal traps (only permitted in special controlled circumstances with permission from the Estate Manager)
- 6.4.8 Fireworks.

6.5 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 at all times comply with the access rules and procedures of the Estate.

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

In line with the Constitution the HOA Management Committee has the authority to implement and change, if necessary, emergency plans pertaining to incidents of fire, armed robbery, bomb threats, strikes, riots, hostage dramas, vandalism, loitering, cyber-attacks and medical situations that may occur. All members, residents, visitors, domestic workers, employees, contractors and service providers must follow and adhere to the Estate's emergency plans and procedures.

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 Except for point 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 Estate's rules and regulations.
- 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, except with special permission from the Estate Manager which will be for medical reasons.

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

- 9.1 No resident is permitted to dismantle or effect major repairs, spray painting or panel beating to any vehicle on any common area or private property, but is permitted to attend to minor repairs and re-conditioning of vehicles in garages and/or enclosed areas on private property. Excessive and incessant engine noise is strictly forbidden on the Estate. Private vehicles, boats, caravans, trailers and the like, may not be washed or cleaned on any common area of the Estate.
- 9.2 The use of any vehicles and motorcycles creating excessive noise is prohibited. Quad bikes and unroadworthy 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 unroadworthy 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 unroadworthy may not be parked on the common property other than for short periods as may be allowed with written permission by the Estate Manager.
- 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 anywhere on common areas.
- 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 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 THE STREET

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 should be screened from view, include but are not limited to washing lines, caravans, boats, swimming pool pumps, refuse and garden refuse, water tanks and solar geysers. Boats caravans, camping trailers and the like that cannot be screened and therefore visible from the street must be covered with a decent looking and appropriate tailor-made cover.

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. GARBAGE DISPOSAL

An owner or resident of an erf shall:

- 14.1 Maintain an outside area on his property for household garbage that is hygienic and dry.
- 14.2 Place household waste at the entrance to the erf for easy collections once per week on such day as may be determined by the Management Committee.
- 14.3 Use the garbage bags provided by the Estate. There are three colours of garbage bags; green for garden waste, black for wet household waste and blue for recyclable refuse.
- 14.4 Not allow any of his possessions whatsoever or rubbish, debris, dirt or waste 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 the designated area behind the office complex.
- 14.6 At all times comply with and adhere to the municipality's regulations regarding household waste.

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 is in breach of this rule, he will be held responsible for any loss or damage.

16. PETS

The Mossel Bay Municipal bye-laws relating to pets must be applied where applicable (i.e. inoculations, rabies/licensing/numbers etc.)

- 16.1 Residents are not permitted to keep more than two dogs or cats (or 1 dog and 1 cat) on their property. There shall be no exception unless with special permission from the Management Committee for temporary relief in the event of unusual circumstances. Dogs must be kept in suitable enclosures to prevent them from straying off the member's property. Such enclosure must conform to the Aesthetic and Architectural rules of the Estate.
- 16.2 Poultry, pigeons, peacocks, livestock, reptiles, wild animals and the like, are not allowed to be kept on the Estate.
- 16.3 Pets are not allowed to roam free on any common area. Dogs being walked must be kept on a leash at all times within the confines of the

Estate. Dog fouling on common areas of the Estate must be immediately removed by the responsible person. For this reason, owners should use poop scoops or bags when walking their dogs.

- 16.4 Dogs and cats must wear collars with identification tags indicating the owner's contact details. Stray pets without tags will be captured and handed over to the authorities at the owners cost. Cat owners especially, must ensure their cats wear collars with bells for the protection of the Estate's bird and wildlife.
- 16.5 The owner of any pet found to have been responsible for injuring or threatening any human or wildlife on the Estate will be held accountable for any costs or claims arising therefrom and will be obliged to remove such pet immediately from the Estate.
- 16.6 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to other residents e.g. incessant barking, howling, squawking, etc. or, in the case of cats, straying onto other properties. Owners of dogs are encouraged to make use of harmless Anti-Bark dog collars especially if dogs are left at home alone.
- 16.7 Caged birds will be allowed subject to only 2 birds per cage and two portable cages. Aviaries are not permitted on private property.
- 16.8 Pet owners with cats must ensure their cats are neutered or spayed to prevent territorial instincts and breeding. Written proof from a registered vet must be available for inspection on request by the Estate Manager. Disregard of this rule may lead to the cat being removed by the local authorities at the cost of the responsible cat owner.
- 16.9 Slaughtering of animals on the Estate is strictly prohibited.
- 16.10 The Estate Manager retains the right to request and insist owners to abide by these rules failing which may lead to the imposition of a fine payable by the owner as stipulated in clause 3.

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 portion 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 any tools or equipment incessantly including lawn mowers, brush cutters, garden blowers etc, after 16:00 on Saturdays or at any time on Sundays and Public holidays.
- 17.9 For the sake of good neighbourliness, residents must be mindful of any external lighting that may be an irritant to other residents.

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

19. BUSINESS ACTIVITIES

- 19.1 No person may operate a business, profession or trade within the confines of the Estate without the written consent of the Management Committee which consent will not be unreasonably withheld due regard being had to a resident's right to earn a living and provided however, that the Management Committee shall be obliged to impose reasonable conditions on such resident. A monthly business levy may be imposed on such business owner as may be determined by the Management Committee from time to time.
- 19.2 For security reasons and for the sake of maintaining a safe, peaceful and harmonious Estate, no member or resident shall in any manner, shape or form advertise or permit advertising his house for holiday accommodation or conduct a business such as a Lodge, Bed and Breakfast, Airbnb, Holiday or, Guest house, or similar establishment in any portion of his property or let his house or any part thereof for commercial or business reasons.
- 19.3 Other than on roadworthy motor vehicles, no advertising or publicity material to promote any business activity may be exhibited or distributed anywhere on the Estate.
- 19.4 Home offices serving a private business (for which there is Management Committee approval) may not exceed sixty square meters in total. A maximum of two employees under supervision may work from a home business. This also applies to tenants with the exception that they would need prior written permission from the property owner. A copy of such permission must be given to the Estate Manager and kept on file. Vehicles of employees and visitors may not be parked on empty stands or anywhere on common areas where they may disturb the normal flow of traffic.
- 19.5 Businesses and hobbies that cause aggravation and a nuisance to fellow residents may not be conducted on any property. Activities such as jumble sales, garage sales, or any form of rummage are strictly forbidden on private property.
- 19.6 No door-to-door canvassing of any kind or selling is permitted on the Estate.
- 19.7 Auctions are not permitted anywhere on the Estate unless ordered by a court of law.

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 side-walk 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 authorised 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. Only indigenous trees as approved by the HOA may be planted.
- 20.5 Permission must be obtained by the Estate Manager to plant trees that are not indigenous e.g. oaks, olives, planes, palm trees and creepers.
- 20.6 Aliens and invasive species, in particular pine trees, blue gum trees, jacaranda trees or wattle trees are strictly prohibited.
- 20.7 Existing established trees will be allowed subject to view impediments and the discretion of the HOA.

21. DOMESTIC STAFF

Residents:

- 21.1 Shall accept responsibility for the activities and conduct of their domestic workers and must ensure that their workers understand and abide by the rules of the Estate.
- 21.2 Must ensure their domestic workers do not unnecessarily without good cause, loiter on common property. Residents are liable to the HOA for their domestic worker's conduct and behaviour within the boundaries of the Estate, as well as for any visitors of such domestic workers.
- 21.3 Must accept that the Estate Manager may request them to immediately remove their domestic workers from their properties when such workers do not abide by the rules of the Estate.
- 21.4 Must accept that their domestic workers are subject to the Estate's Standard Access Control Operating Procedures. These procedures are available at the security office or the Estate's office complex.
- 21.5 Are responsible for transporting their domestic workers to and from their place of work. However, the Estate Manager may grant 2 to 3 regular taxi drivers special permission to enter the Estate for the sole purpose of transporting domestic workers to and from their place of work. Taxis transporting workers without special permission from the Estate Manager are not allowed inside the Estate.
- 21.6 The following working hours apply to domestic workers:
 - 21.6.1 Weekdays between 07:00 – 18:00
 - 21.6.2 Saturdays between 08:00 – 16:00
 - 21.6.3 Sunday & Public Holidays – with permission from the Estate Manager.

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. Residents may not use garages, “wendy” huts, tool or storage sheds, caravans, mobile homes, tents and the like, as bedrooms or living quarters.

22.2 Leasing of houses

22.2.1 Members are permitted to let their houses only for domestic purposes which must be done in accordance with clause 19. Should any member let his property, a written lease agreement, must be handed to the Estate Manager prior to the occupancy date of the tenant. A lease agreement may not be for periods less than 90 calendar days unless on request and with written permission from the Management Committee which permission shall not unreasonably be withheld. The agreement must contain at least the following information:

- Full names of the tenant
- Identity number of the tenant
- Lease period (start and end dates)
- Contact number and email address of the tenant
- Number of occupants
- Details of the Letting Agent (if applicable)

22.2.2 Tenants of houses / units and other persons granted right of occupancy by any member of the relevant house / 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 member is obliged to inform the tenant of the Rules and Regulations of the Estate and bind the tenant to conform therewith. Any consequence of contraventions of these rules and regulations by the tenant shall be the responsibility of the tenant and not the owner of the property. However, the Estate Manager will notify the owner of such contraventions (see clause 3).

22.2.3 The member or his Letting Agent shall immediately notify the Managing Agent and Estate Manager in the event of the renewal of the lease agreement, in the case where the lessee has absconded, or the agreement is terminated or cancelled. The Estate Manager will immediately notify the Security Service provider accordingly, who in turn will cancel the entry permission of such tenant and for updating the security database.

22.2.4 The owner shall immediately advise the HOA Committee via the Managing Agent 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 Agent 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 (SEE ALSO 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 the Estate.

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

See Architectural Guidelines and Rules for Building Activities.

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
- 25.2 The SAPS will be called and a case of damage to property will be opened. All damages will be restored 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.