

MONTE CRISTO ECO ESTATE

CONDUCT RULES FOR OWNERS AND RESIDENTS

Revision 13



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.

Revision 3(2) to 3(8):

(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).

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 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) Addition of clause 5.3 to minimise problems with 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, renumbering clause 6.7 to 6.5).
- (3) Amendment of clause 7 to align the authority of the Management Committee with the Constitution and to emphasise commitment to the Estate's emergency plans.
- (4) Amendment of clause 9.1 to ensure greater clarity regarding vehicle repairs, noise, as well as the washing of vehicles, boats, trailers, and similar items.
- ((6) Amendment of clause 17.8 to better describe the use of tools/equipment after hours or over weekends and public holidays.
- (7) Addition of clause 17.9 to address potential irritation caused by neighbours' exterior lighting.
- (8) Amendment of clause 19 to clarify rules relating to the following:
 - a. Private business within the Estate.
 - b. The prohibition of advertising and the use of properties for Airbnb's, BnB's, guesthouses, and similar accommodation establishments.
 - c. Publicity material.
 - d. Offices within homes.
 - e. Businesses and hobbies.
 - f. Door-to-door sales.
 - g. Auctions.
- (9) Amendment of clause 21 to define rules regarding domestic workers.
- (10) Amendment of clause 22.1 to clarify the following:
 - a. Occupation of houses.
 - b. Letting of houses.
 - c. Uniformity in Estate rules.
 - d. Lease agreements.

Approved by the Management Committee for inclusion in the Chairman's Report to all members and residents of the Homeowners' Association in preparation for the AGM of 20 May 2022. The members present were satisfied, subject to the request and agreement for minor corrections, particularly in clauses 6 and 21.

11. Revision 11:

- (1) Clause 3.5 (and 3.5.10) – updated; a schedule of fines for traffic violations will be maintained by the Estate Manager.
- (2) Clause 3.5.10 – Revised fines specifically for the violation of clause 19.2 and the advertising of private property for holiday accommodation.
- (3) Clause 9 – Amendment to address the parking problem of unused vehicles, as this negatively affects the aesthetic value of the Estate.
- (4) Clause 12.3 – New rule: House/street numbers are now mandatory.
- (5) Clause 14 – Stricter rules to regulate the removal of household waste and the designated dumping site.

Approved by the Management Committee of the Monte Christo Eco Estate Homeowners' Association in February 2024.

12. Revision 12:

Clause 11 – divided into 11.1 (minor update) and 11.2 (new rule) with three sub-paragraphs 11.2.1, 11.2.2, and 11.2.3 governing the storage of luggage trailers.

Approved by the Management Committee of the Monte Christo Eco Estate Homeowners' Association in January 2025.

13. Revision 13:

- (1) Inclusion of clause 2.5 to define the Clearance Certificate.
- (2) Amendment of clause 3.5 to indicate the nature of violations, which may range from minor to serious, and to establish procedures for non-compliance.
- (3) Delete the table of fines in clause 3.5.10.
- (4) Delete clause 3.5.2.11.
- (5) Amendment of clause 5.1 to include an “As-Built Plan.”
- (6) Amendment of clauses 6.4.1 and 6.4.10 to regulate the use of drones and laser beams.
- (7) Amendment of clause 8 to include bicycles, skateboards, and e-bikes.
- (8) Amendment of clause 8.5 to include visitors' children.
- (9) Amendment of clause 8.8 to include battery-powered vehicles.
- (10) Amendment of clause 8.9 to allow the use of golf carts under certain circumstances.
- (11) Amendment of clause 11 to address unsightly objects and the covering of smaller luggage trailers, bush wagons, caravans, and boats in good condition.
- (12) Amendment of clause 12.1 to allow notification of a greywater source.
- (13) Inclusion of “website” in clause 12.2.
- (14) Amendment of clause 14.1 so that only approved refuse bags will be removed by Estate personnel.
- (15) Amendment of clause 14.3 prohibiting contractors, subcontractors, and others from using the Estate's dumping site.
- (16) Amendment of clause 16.1 to regulate nuisance caused by pets.

- (17) Amendment of clause 19.2 to allow residents, subject to various conditions, to make their homes available for short-term holiday accommodation and long-term rental.
- (18) Amendment of clauses 2.4 and 20.5 to regulate tree planting and pruning.
- (19) Amendment of clause 21 to regulate the conduct of domestic staff as well as their working hours.
- (20) Amendment of clauses 22.2.2 and 22.2.3 to require owners to provide the Estate Manager with the necessary information regarding their tenants.
- (21) Inclusion of "Minor Building Work" in clause 23.1.
- (22) Amendment of clause 24 to include the list of documents required for builders and service providers involved in construction.

Approved by the Management Committee on 23 April 2026

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 Rules 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 **“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.
- 2.2 **“Aesthetics sub-committee”** means a subcommittee established in terms of clause 22 of the Constitution.
- 2.3 **“Architectural Rules”** are the rules within which development on the Eco Estate may take place. It also includes the Building Rules.
- 2.4 **“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.
- 2.5 **“Clearance Certificate”** means the certificate issued by the Homeowners’ Association to confirm compliance with the conditions of the deeds of all properties forming part of the Estate, which includes an “As-Built Plan.”

- 2.6 **“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.
- 2.7 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.
- 2.8 **“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.
- 2.9 **“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.
- 2.10 **“Estate Manager”** means any natural or judicial person appointed by the HOA, which it considers suitable to achieve the objectives of the HOA.
- 2.11 **“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.
- 2.12 **“Local Authority”** means the local authority having jurisdiction over the Estate.
- 2.13 **“Owner”** is the registered **Owner** of an Erf as registered by the relevant Deeds Office.
- 2.14 **“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.
- 2.15 **“Rules”** is the set of conduct Rules for owners and residents (this document) issued from time to time by the HOA.

- 2.16 **“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.
- 2.17 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.
- 2.18 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.

The HOA shall apply these rules consistently and shall not enforce them in an arbitrary or selective manner.

- 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 The HOA shall assess alleged violations on a balance of probabilities based on the available evidence. The nature of the rules may vary from less serious to more serious. To deal with non-compliance accordingly, there will be two sets of procedures, namely:

3.5.1 Less serious non-compliance with rules. These cases include the following:

- 3.5.1.1 Dogs that bark continuously during the day/night.
- 3.5.1.2 Dogs that make a mess on properties without the dog owner cleaning it up.
- 3.5.1.3 Cats that become a nuisance in other owners' homes.
- 3.5.1.4 Residents/visitors who cause a disturbance.
- 3.5.1.5 Defective vehicles that stand in front of a residence for longer than a week.
- 3.5.1.6 Parking of vehicles in the road that obstructs visibility and accessibility for other residents.
- 3.5.1.7 Properties and gardens that are not maintained.
- 3.5.1.8 Littering of streets and common areas.
- 3.5.1.9 Parking of trailers, caravans, campers, and boats outside the boundary of the property.

These cases will be communicated to the owner/visitor by means of written notices. In the event of further non-compliance with the relevant rule, the owner/visitor will receive an additional written notice warning that, should the non-compliance occur again, a fine will be imposed on the owner/visitor (where applicable).

The intervals of the notices will usually be weekly, but may, in the case of item 3.5.1.4, occur daily. In addition, the owner will in this case be informed in writing that the relevant visitors will no longer be allowed into the Estate in the future.

The fine for non-compliance in these cases will amount to R400.00 per item.

3.5.2 Serious non-compliance with the rules. These cases for which the fines are indicated include the following:

3.5.2.1	Non-payment of levies – For fines, refer to the Code of Conduct, clause 4.7	As calculated
3.5.2.2	Reckless and negligent driving of vehicles/motorcycles/bicycles on the estate	R 750.00
3.5.2.3	Throwing hard objects at neighbours	R 750.00
3.5.2.4	Vandalism of the estate – and owner’s property	R 750.00
3.5.2.5	Assault on staff (Report to SAPS)	R 750.00
3.5.2.6	Continuous engine noise	R 600.00
3.5.2.7	Use of weapons and whips on the estate	R 750.00
3.5.2.8	Dumping of construction rubble in the estate waste disposal area	R 500.00
3.5.2.9	Storage of flammable/explosive substances that compromise HOA insurance claims	R 600.00
3.5.2.10	Missing street numbers on homes during emergencies	R 600.00
3.5.2.11	Fines and suspensions will be applied by the HOA or its agent or the Estate Manager.	

Any penalty imposed shall be reasonable and proportionate to the nature and severity of the violation.

Failure by an owner or resident to comply with these Code of Conduct Rules will result in action by the HOA in the following ways:

3.5.3 The Estate Manager will discuss the violation with the Owner/Resident/Tenant and agree on a date (depending on the severity of the issue) by which the problem must be resolved [within five (5) working days after the discussion].

3.5.4 If the problem persists, a written notice will be served on the Owner/Resident/Tenant with full details regarding the violation.

The party must acknowledge receipt of the notice within five (5) working days and remedy the violation within five (5) working days.

For purposes of this clause, written notice shall be deemed duly delivered if sent via email to the member’s registered address, hand-delivered, or sent by any other recorded method approved by the HOA.

- 3.5.5 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.

- 3.5.6 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.
- 3.5.7 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.
- 3.5.8 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.

In the case of repeated violations, the HOA may impose escalating penalties, provided that each instance is dealt with in accordance with the procedure set out in clause 3.5.

- 3.5.9 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.
- 3.5.10 Should any dispute arise between the HOA and the Owner/Resident/Tenant the matter can be referred for adjudication in terms of applicable legislation.
- 3.5.11 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.
- 3.5.12 The HOA shall maintain a written record of each step in the enforcement process, including notices issued, evidence relied upon, responses received, and decisions taken. Such records shall be retained for a reasonable period and be made available in the event of any dispute or adjudication.

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, which includes an "As Built Plan".
- 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 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, where possible 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 shall not be displayed or used in the Estate:

6.4.1 Drones without the written authority of the Management Committee.

6.4.2 Firearms

6.4.3 Airguns

6.4.4 Crossbows

6.4.5 Catapults

6.4.6 Paintball guns

6.4.7 Animal traps

6.4.8 Fireworks

6.4.9 Any other dangerous items not specified.

6.4.10 Laser beams except those which are used in building

6.5 The HOA shall have the power to, from time to time, implement, 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, bicycles, skateboards and e-bikes 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 and the children of visitors do not play in the streets without adult supervision. 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- and battery powered vehicles are not allowed to drive anywhere except on paved roads. Landscape areas, parks and pavements are expressly off limits.
- 8.9 The driving of golf carts is not allowed on the estate's open roads, except when approved by the Estate Manager for medical reasons or security purposes.

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

- 9.1 Repairs to and reconditioning of vehicles on the common property, and outside the erf boundaries, 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 or 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

- 11.1 Where feasible, owners must ensure that no item deemed unsightly by the HOA or that detracts from the appearance of the Estate is visible from the street, communal areas, or other properties. Items that must be concealed include, but are not limited to, laundry, clotheslines, caravans, boats, pool pumps, waste and garden refuse, water tanks, and hot water cylinders.
- 11.2 Smaller trailers (manufacturers such as Venter, Karet, etc.), bush trailers, caravans, and boats, in good condition, may be stored with or without covering, provided that the following requirements are met:
 - 11.2.1 Condition of the trailer, bush trailer, caravan, and boat must be good, i.e., not dilapidated or damaged.
 - 11.2.2 Property boundaries. The items referred to in 11.2.1 above must be stored within the boundaries of the relevant property and not outside the property boundaries, on public areas, or on vacant erven.
 - 11.2.3 Aesthetic impact. The items referred to in 11.2.1 must not appear unsightly or detract from the appearance of the estate as determined by the Management Committee.

.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, grey water source.
- 12.2 A separate document (Rules of Conduct for Estate Agents) can be obtained on the website or from the Estate Manager.
- 12.3 Clearly visible house/street numbers play a critical role in the effectiveness of emergency services during emergencies. Emergency services rely on accurate location and address information to reach the emergency as quickly as possible. Owners must therefore ensure that address/street numbers are clearly visible from the street. A clearly visible address number can save a life.

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

- 14.1 Garbage bags are collected once a week on days determined by the Estate Manager. Waste must be disposed of in the appropriate bags, i.e., black for wet household waste, blue for recyclable waste (according to municipal regulations), and green for garden waste. Garbage may not be placed out earlier than the previous evening and must be placed at the entrance of the property so that it is easily accessible. The estate will not collect household waste unless it is placed in the appropriate plastic garbage bags. Garbage bags are not allowed to be visible in public, except on collection days. Only garbage bags will be collected; other items must be taken by the owner to the containers in Sonskynvallei.
- 14.2 No person is allowed to dump any unused belongings, rubbish, or any other substance/material in any part of the Estate's communal areas or on any other private property. If a resident fails to place their waste out in a given week, the responsibility rests with the resident to take it to the estate's designated disposal site.
- 14.3 Contractors, subcontractors, and the like are not allowed to use the estate's disposal site. No person (including residents) is permitted to dispose of any construction rubble, unused belongings, scrap material, or any other materials that cannot be properly placed in the appropriate garbage bags at the estate's disposal site. Such items may be taken to the disposal site in Sonskynvallei by the owner.
- 14.4 Residents must maintain an external waste area on their private property that is clean, hygienic, not unsightly, and free from unpleasant odors.

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 Pets must not be allowed to cause a nuisance or disturbance to other residents, such as persistent barking, whining, howling, or, in the case of cats, wandering onto other properties. Dog owners are advised to use anti-bark collars, especially when dogs are left alone at home. No resident may keep more than two pets (dogs and/or cats) on his/her property.
- 16.2 Residents are not allowed to keep more than two dogs or cats (or one dog and one cat) on their property. No exceptions will be made except with special permission from the Management Committee in the case of extraordinary circumstances, as temporary relief (3 months). Dogs must be housed within suitable enclosures to prevent them from wandering onto neighbors' properties. Such enclosures must comply with the Estate's Aesthetic and Architectural rules.
- 16.3 No poultry, pigeons, peacocks, reptiles, livestock, wild animals etc. may be kept on the property.
- 16.4 No pets are allowed to roam freely in the communal areas. When walking dogs, they must be kept on a leash at all times within the boundaries of the Estate. Dog waste in the communal areas must be immediately picked up by the responsible person. For this purpose, owners must carry waste bags and a scooping tool when walking their dogs.
- 16.5 Dogs and cats must wear a collar with the owner's contact details. Stray animals without collars may be captured and handed over to the relevant authorities at the owner's expense. Cat owners, in particular, must ensure that collars with bells are worn to protect the Estate's birds and wildlife.
- 16.6 The owner of any pet responsible for injuring or threatening people or wildlife will be held liable for any costs or claims that may arise and will be required to remove such a pet from the Estate immediately.
- 16.7 Only two portable bird cages are allowed, subject to a maximum of two birds per cage.
- 16.8 Owners of cats must ensure that the cats are neutered to prevent territorial instincts and breeding. Written proof from a registered veterinarian must be available upon request by the Estate Manager.

Failure to comply with this rule may result in the cat being removed by the local authorities, at the owner's expense.

- 16.9 The slaughter of animals on the Estate is strictly prohibited.
- 16.10 The Estate Manager reserves the right to request and insist that owners comply with the rules. Failure to do so may result in fines being issued to the owner, as per 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 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 person may operate a business, profession, or trade within the boundaries of the Estate without the consent of the Management Committee, which will not be unreasonably withheld. The right of a resident to earn a livelihood will be taken into account, although the Management Committee will be obliged to set reasonable conditions, but approval is not guaranteed.
- 19.2 Subject to the various conditions outlined below, residents will be allowed to make their homes available for short-term vacation accommodation and long-term rentals.

The requirements to be met are as follows:

- 19.2.1 The owner of the property will be responsible for submitting the application for access to the Estate for the relevant persons who will be renting the unit, including full details of the persons' names, ID numbers, and vehicle registration. Such information must be provided to the Estate Manager before any facial recognition requests will be considered.
- 19.2.2 Access requests must be submitted to the Estate Manager from Monday to Thursday, as the personnel responsible for processing requests are not available on Fridays or weekends.

- 19.2.3 Copies of long-term rental agreements between the owner and the tenant must be provided to the Estate Manager.
- 19.2.4 The owner must clearly bring the rule regarding noise disturbance to the attention of the visitors.
- 19.2.5 Visitors will be subject to the rules contained in the Code of Conduct for Owners. Visitors who cause disturbances during their day or night stay will receive a written notice requesting them not to disturb the peace. If a disturbance occurs again, a second written notice will be sent to the visitors, indicating that the landlord will be informed of their disregard for the request to maintain peace. Should the unacceptable behaviour continue, the landlord will be informed that the relevant visitors will not be allowed in the Estate in the future after the rental period has ended.
- 19.2.6 Visitors will not be allowed to bring a caravan or boat onto the property.

For safety and peaceful living, uncontrolled behavior may be addressed through action by the SAPS.

- 19.3 No member may operate or allow the operation of a business such as a boarding house, Airbnb, guesthouse, or anything similar on any part of their property, nor may they rent out their house or any part of it for commercial or business purposes.
- 19.4 Except for roadworthy motor vehicles, no advertisements or promotional material to promote business activities may be displayed or distributed within the Estate.
- 19.5 Home offices that serve as private businesses and have received Management Committee approval may employ a maximum of two workers, under supervision, to work from the home office. This also applies to tenants, except that prior written consent must be obtained from the owner.

A copy of such consent must be submitted to the Estate Manager for filing. Employees' and visitors' vehicles may not be parked on vacant erven or communal grounds in a manner that obstructs the normal flow of traffic.

- 19.6 Businesses and hobbies that are annoying or a nuisance to fellow residents may not be conducted on any property. Activities such as sidewalk sales, garage sales, or any form of junk sale are strictly prohibited.

- 19.7 No door-to-door solicitation or any form of sales is allowed within the Estate.
- 19.8 Unless by court order, auctions are not permitted anywhere in the Estate.

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 Pruning of trees on the common areas may only be done by someone approved by the Estate Manager.
- 20.4 Refer to clause 5 of the Architectural Rules regarding the planting of trees.
- 20.5 The Estate Manager may decide to remove any plant, tree, or shrub located outside the erf that threatens underground services or restricts traffic visibility.

Mossel Bay Municipality is not obliged, after the repair of underground services outside erven, to restore the status quo of the original decorative elements, prior to the repair work.

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 Residents are responsible to the Homeowners' Association for the behavior and conduct of their domestic workers within the boundaries of the Estate, as well as for the visitors of such domestic workers.
- 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 They must accept that their domestic/garden workers are subject to the Estate's Standard Access Control and Operational Procedure. This procedure is available at the Estate offices.
- 21.5 Residents are responsible for the transport of their domestic/garden workers to and from their workplace. The Estate Manager may, however, grant permission to a number of regular taxi drivers to enter the Estate solely for the purpose of transporting domestic workers to and from their workplace. Taxis transporting domestic workers without authorization will not be allowed entry by the Estate Manager.
- 21.6 The following working hours apply to domestic/garden workers:
- 21.6.1 Weekdays: 07:00 – 18:0
 - 21.6.2 Saturdays: 08:00 – 16:00
 - 21.6.3 Sundays and Public Holidays – with permission from the Estate Manager.

22. OCCUPANCY OF HOUSES AND LEASING OF HOUSES

22.1 Occupancy of houses

- 21.1.1 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 all persons who obtain a right of occupancy from the owner of the relevant unit are required to comply with the HEV Rules, regardless of any conflicting provision in any lease agreement or the granting of occupancy rights.

The owner is obliged to inform the tenant about the Estate's Rules and Regulations and must bind the tenant to comply with the Rules. Any consequences arising from a breach of the Rules will be the responsibility of the tenant, not the owner. However, the Estate Manager will notify the owner of such breaches (see clause 3).

- 22.2.3 The owner or their Letting Agent must immediately notify the Managing Agent or Estate Manager in writing if the tenancy continues, the tenant has vacated, or the lease agreement is suspended or cancelled. The Estate Manager will immediately inform the Security service provider, who will in turn cancel the access permit and update the security database.
- 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 as well as minor building works 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----