



MOUNT EDGECOMBE
COUNTRY CLUB ESTATE

Conduct Rules for Residents

(MECCEMA II)

[**Note:** These Rules take effect on 24 July 2023 and are subject to amendment from time to time in accordance with the Memorandum of Incorporation.]

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RULES OF MECCEMA TWO ("the Association")

INTRODUCTION

Living on Estate 2 ("the Estate") means being part of a community of people who share a secure and congenial lifestyle. Conduct Rules for the community protect this lifestyle through an acceptable code of conduct by which members may live together, reasonably and harmoniously, without interfering with others' lawful use and enjoyment of the environment. Mutual respect and consideration by all residents for each other promotes a contented lifestyle on the Estate.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle their differences between themselves, exercising respect, tolerance and consideration.

The Board is given the authority to make reasonable rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power at any time to substitute, add to, amend or repeal any rule. The rules should not however be seen as either unduly restrictive or punitive, but rather as a framework to safeguard and promote appropriate, sensible and fair interaction amongst residents and the Association.

The Board also has the right to impose penalties to be paid by those residents who fail to comply with the rules. Penalties, where imposed, are deemed to be a part of the levy due by the Owner. Finally, the Board may, in appropriate cases, enforce the provisions of any rule by means of legal action (including referral to the Community Schemes Ombud Service ("CSOS")) and the recovery of legal costs.

1. PROMULGATION OF RULES

1.1. General Application

These rules shall apply from the date of their promulgation in accordance with clause 21 of the Memorandum of Incorporation of the Association.

These rules apply to the Mount Edgecombe Country Club Estate 2.

All residents must, without exception, abide by the rules. For purposes of the rules:

"Association" means the Mount Edgecombe Country Club Estate Management Association II (RF) NPC Registration No. 1995/012432/08 or MECCEMA 2 as it is commonly referred to;

"the Club" means the Mount Edgecombe Country Club;

"the Estate" means the Mount Edgecombe Country Club Estate 2 and "Estate 2" has a corresponding meaning;

"Estate 1" means the adjacent Mount Edgecombe Country Club Estate around which "The Woods" golf course is situated and which is colloquially referred to as "Estate 1";

“the golf course” means the golf course known as “The Lakes” around which the Estate is situated however all references to the golf course apply equally to “The Woods” golf course on Estate 1;

“MOI” means the Association’s Memorandum of Incorporation;

“resident” means a purchaser, owner, member, co-owner, corporate owner, trustee, lessee/tenant, family member and also includes any other person who resides in the Estate;

“rules” means these Conduct Rules and any other rules, guidelines and protocols of the Association which are applicable within the Estate;

“unit” means land, stand, dwelling, and outbuilding of an Owner but excludes any land and buildings owned by the Association and also has the meaning ascribed to it in terms of the MOI. The term *“residence”* shall have the same meaning;

The term *“owner”* and any other terms not defined in this document will bear the meanings ascribed to such terms in the “MOI” to the extent that they are defined in that document.

In giving effect to the MOI and these rules, the Association may call upon residents to furnish or provide a separate written consent pursuant to the provisions of the Protection of Personal Information Act No. 4 of 2013 (POPIA) for the collection and processing of personal information save to the extent that such consent may have otherwise already been provided.

In addition, in order to give effect to the MOI and these rules, the Association shall be entitled to charge such application fees or levies, consent fees or levies and other administration fees or levies and charges as the Board of the Association may determine from time to time.

In the first instance the issue of a copy of these rules to an Owner is free. Additional copies may be obtained from the Association offices on payment of a nominal fee. Alternatively, the rules may be downloaded from the Estate’s website.

IT IS IMPORTANT, FOR AN UNDERSTANDING OF THE OPERATION OF THE ESTATE, THAT ALL RESIDENTS ARE THOROUGHLY FAMILIAR WITH THE RULES.

1.2. **Conflict of Existing Practice with New Rules**

Any existing practices in conflict with a new rule shall forthwith cease unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner legitimately feels aggrieved thereby, the Board of the Association may be approached requesting, or the Board in its own right may decide, that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board’s discretion, binding on all parties and made without prejudice.

1.3. **Contravention of Rules by Third Parties**

Any contravention of the rules by any person who gains access to the Estate under the authorisation of a resident shall be deemed to be a contravention by that resident. The Association shall be entitled to take such action as the Board deems appropriate in terms of the MOI, the rules or otherwise in law against the responsible owner, without prejudice to such steps as the Association may take or cause to be taken against the person who actually contravened the rules.

2. **PLANNING AND AESTHETICS**

In order to ensure compliance with the desired style and ambience of the Estate, some form of pattern and order, based on the overall aesthetic plan, needs to be observed. Although the Estate is now fully developed, there is an ongoing requirement to ensure that home alterations, additions and gardening improvements comply with established guidelines.

The *“Design and Development Rules”* and the *“Landscape and Environment Rules”* set out in detail the Association’s rules regarding planning and aesthetics. They are to be read together with the *“Town Planning Controls”* for the particular village. The rules set out below are simply intended to broadly define the obligations of Residents pertaining to aesthetics. Residents are required to familiarise themselves with the *“Design and Development Rules”*, the *“Landscape and Environment Rules”* and the *“Town Planning Controls”* and ensure that they adhere to them at all times. Copies of these documents may be obtained from the Association or may be downloaded from the Estate’s website.

2.1. **Design Procedures and Prior Approval**

The design and construction of all new buildings, extensions and alterations to existing buildings, swimming pools, fences and all gardens must be approved in writing by the Association prior to any work being commenced. In addition, the required local authority approvals must also be obtained. All buildings, fences and gardens must adhere strictly to the comprehensive *“Design and Development Rules”*, the *“Landscape and Environment Rules”* and the *“Town Planning Controls”* for the particular village concerned.

2.2. **Attachments to Units and External Structures and Fixtures**

No objects may be placed on or attached to a unit nor may any other external structures and fixtures be installed, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request and the Association shall be entitled to regulate the size, style, colour and positioning thereof. Attachments and external structures and fixtures include, but are not limited to, items such as air conditioning units, solar panels, awnings, blinds, lattice and screens, fences, jacuzzi’s, pergolas and gazebos, garden and tool sheds, playhouses and jungle gyms, glass enclosures, satellite dishes, aerials etc. even when not directly attached to a building.

2.3. **Gardens**

- 2.3.1. The installation of first time/initial or new gardens and revamping of existing gardens shall comply with the procedures and rules as laid down by the Association in terms of the “*Landscape and Environment Rules*”.
- 2.3.2. The responsibility for the maintenance of private gardens (including common property gardens within sectional title complexes) is the sole responsibility of the relevant owner including, where applicable, any relevant body corporate of any sectional title complex within the Estate.
- 2.3.3. Mowing of verges is done by the Association’s garden maintenance contractors as part of the maintenance of the Estate’s common areas for which the Association is responsible.
- 2.3.4. Trees may not be cut down, severely pruned or removed without permission from the Association.
- 2.3.5. Residents who wish to landscape the verge will need to do so in conjunction with the Association, and a landscaping plan for the proposed work will be required prior to any such work being carried out on such terms and conditions as the Association shall be entitled to impose.
- 2.3.6. It is the responsibility of the relevant owner or body corporate, as the case may be, to remove any alien invasive plants that may be found in a garden. In the event of any uncertainty in this regard, the matter should be referred to the Landscaping and Environment Manager of the Association for clarity.

2.4. **Swimming Pools (including plunge pools)**

Private swimming pools are entirely the responsibility of the relevant owner. They are required to be fenced in accordance with Association’s requirements and also in accordance with local authority regulations. Pools are to be maintained in a clean and fresh condition at all times by the owner. Plans for swimming pools and plunge pools must be approved by the Association prior to installation or alteration.

2.5. **General Maintenance of Units (including Gardens)**

- 2.5.1. The maintenance of the inside of all homes (both freehold and sectional title) is the responsibility of each owner and is to be carried out by each such owner at his/her own cost.
- 2.5.2. The exterior of every “freehold” unit, together with its fences, screens, arches, driveways, gardens etc., must be continuously maintained by each owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.
- 2.5.3. The maintenance of the exterior of all sectional title units, as well as the common property belonging to any sectional title scheme, is normally carried out by the relevant body corporate and is paid for as part of the sectional title scheme levy (being the Body Corporate Levy as defined in rule 9.2.3 below).

2.6. **Failure to Maintain Units (including Gardens)**

Where, in the opinion of the Association, the condition of any unit (including any garden) is not up to the standards required on the Estate, the Association shall be entitled to give written notice to the relevant owner calling upon him/her to carry out the necessary repairs, maintenance or improvements within a specified time. Where this concerns any part of a unit or common property within a sectional title scheme the Association will give written notice to the owner of the unit concerned in the sectional title scheme and/or the relevant body corporate for them to carry out the necessary improvements within a specified time.

2.7. **Failure to Comply with Aesthetics Standards**

Should the owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the owner, which amount shall be deemed to be part of the levy due by the owner. In a sectional title scheme should such work as may be requested by the Association not be carried out, the Association shall be entitled to carry out such work and to recover the reasonable cost thereof from the relevant owner (or all owners jointly as the case may be) which amount shall be deemed to be part of the levy due by the owner (or all owners jointly as the case may be) to the Association. The owner/s may then exercise a right of recourse to recover any such cost from the body corporate to the extent that same may exist.

2.8. **Flags and Signs**

2.8.1. No flags, flagpoles, or radio aerials on poles may be erected on units on the Estate. This rule shall not apply to the Association, the Club or any approved commercial property provided the approval of the Board of the Association is obtained. Under special circumstances for religious reasons only, relaxation may be considered upon written application to the Board.

2.8.2. No signs may be displayed on the Estate. This rule shall not apply to the regulation notice boards required in terms of the project guidelines for the erection of new buildings and alterations and additions, or to the security signs depicting zones on the perimeter fence or any other signage erected by the Association (for example, signage depicting speed limits, road crossings, warnings, disclaimers etc)

2.8.3. All decorative house name boards must conform to the size, colour and position and other requirements stipulated by the Association.

2.9. **Shade Cloth**

Shade cloth shall only be used to demarcate construction sites and is strictly prohibited elsewhere.

2.10. **General Aesthetics / Standards**

2.10.1. Verandah/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs symbols or whatever, which in the opinion of the Board, are aesthetically unacceptable or unsightly may not be displayed so as to be in view in any part of the Estate.

- 2.10.2. Garage doors and courtyard gates must be kept closed at all possible times other than when legitimate ingress or egress is taking place.

3. **OCCUPANCY AND USE OF A UNIT**

3.1. **Use of a Unit**

- 3.1.1. The use of a unit shall be governed by the eThekweni Municipality requirements in force from time to time or any other approved scheme applicable to the Estate.

- 3.1.2. A unit may be used for residential purposes only. No business operations are permitted. This does not preclude bona fide home offices permitted by the zoning or town planning scheme provided that the home office use does not involve clients or employees having to access the Estate and/or the unit concerned and further provided the home office use does not cause a nuisance or disturbance to other residents.

- 3.1.3. No sub-letting by tenants is permitted (this includes loft rooms, garages and garden cottages). Owners are permitted to rent their loft room or garden cottage provided the Association's prescribed lease agreement is utilised, and all conditions contained in Rule 10 of these rules are adhered to including, but not limited to, rentals being for a minimum duration of six months and no holiday or short-term rentals or Air BnB-type operations being permitted.

- 3.1.4. Other uses, even if of very short duration and whether of commercial, sporting, social, religious, political or any other nature will only be permitted with the prior written consent of the Association. Such consent is unlikely to be given should the use in question involve persons not resident on the Estate. Such consent will be refused if the Association, in its sole discretion, is of the opinion that such use may affect the security of the Estate or cause nuisance or irritation to others or should it be in contravention of the applicable zoning or town planning scheme. The Association is entitled to grant its consent conditionally and to summarily withdraw the same on good cause.

3.2. **Occupation of a Unit**

The maximum number of persons allowed to reside at one time in a unit shall not exceed the number of legitimate bedrooms in the unit as per the unit's approved plans multiplied by two.

3.3. **Fireplaces**

Only anthracite may be burned in fireplaces.

3.4. **Drying of Washing**

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

3.5. **Storage of Harmful Substances**

No harmful or flammable substances may be kept on the Estate. Gas bottles (LPG containers) must be outside of the main walls of building's and be enclosed, roofed and ventilated in accordance with local authority/building bye laws. This rule shall not apply to the keeping of such substances in reasonable quantities as may be required for domestic purposes, such as LPG gas which has been installed by a registered installer or reasonable quantities of fuel for lawnmowers, generators and recreational vehicles.

3.6. **Refuse**

3.6.1. eThekweni Municipality is responsible for the collection of refuse from the Estate.

3.6.2. Each household is required to provide a GREEN "wheelie" bin, which must be suitably monkey-proofed and secured and placed on the road verge with the black refuse bags inside it, by each household early on collection days. Bins may not be placed on the sidewalk on any other day. Residents are to ensure that they have enough bins to cater for their household waste (organic, paper, glass and plastic). No over-packing of bins (where the bin lids cannot be closed and latched down properly) will be permitted.

3.6.3. Bins are to be stored by residents in appropriate places within their units and screened from public or neighbour's view. Whilst stored they are to be closed and latched down.

3.6.4. Under no circumstances may refuse be put out and left on road verges overnight or over weekends.

3.6.5. In the case of bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal municipal service, the resident concerned shall make special arrangements with the local authority or a private contractor for its removal and all costs thereof shall be for the resident's account.

3.6.6. No empty paint cans/tins or any other hazardous materials may be left out on the verge for collection under any circumstances. Residents are responsible for ensuring that these materials are disposed of correctly.

3.6.7. Garden refuse generated privately by a resident must be placed in blue plastic bags (to be supplied by the resident) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse in the specific village. Garden refuse may not be put out on any other day, nor left out overnight. The interim storage of garden refuse should be undertaken within a courtyard or in an area out of sight of the roads and neighbours. It is not permitted to burn garden refuse.

4. **ANIMAL / PET CONTROL**

4.1. **Dogs**

4.1.1. Written permission must first be obtained from the Association before a dog may be brought onto the Estate. This permission will not be unreasonably withheld provided compliance with these rules is observed.

- 4.1.2. No more than **two dogs** will be permitted per unit.
- 4.1.3. Dogs must be of a breed, size and disposition suitable, in the opinion of the Association, to the area of the property on which they will be contained. In applying this rule the Board shall be entitled to determine that certain large and/or aggressive breeds of dogs will not be permitted at all should the Board in its sole discretion determine that the presence of such breeds of dogs should not be permitted within the Estate. A comprehensive list of such breeds, which may be updated by the Board from time to time, is available from Estate Management upon request.
- 4.1.4. All bitches must be spayed and male dogs neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 4.1.5. Residents of sectional title units, cluster houses, simplexes and duplexes (or any other similar residence) are permitted to keep dogs during the term of their tenancy/ownership subject to authority being granted by the body corporate, and (where applicable) owner of the leased unit. The application for permission together with the sale or lease agreement (where applicable) must be accompanied by a letter from the chairperson of the body corporate granting authority to keep a dog/s.
- 4.1.6. Each dog must at all times wear a collar with a legible name tag indicating the resident's name and telephone number. In addition, all dogs must also have identification chips implanted. This applies to dogs currently living on the Estate as well as any new dog brought onto the Estate. Dogs found running loose without a nametag will be detained at the Estates kennel facility or handed over to the SPCA and any costs incurred will be for the responsible owner's account.
- 4.1.7. All dogs must be adequately contained in an area within a resident's unit and when outside the resident's unit, dogs must be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the golf course or elsewhere on the Estate.
- 4.1.8. Owners of dogs must ensure that their animals are not permitted to bark incessantly and unnecessarily and thereby cause any disturbance to neighbouring units.
- 4.1.9. Local Authority by-laws relating to dogs must be observed (i.e., licensing/numbers/rabies inoculations etc.)
- 4.1.10. Fouling by dogs in open areas of the Estate, the golf course or in other residences must be removed immediately by the responsible dog-owner. For this purpose dog-owners are advised to carry a scooper or plastic bag whenever walking dogs outside of their own property.
- 4.2. **Cats**
- 4.2.1. Under no circumstances may cats be brought onto the Estate.
- 4.2.2. As a registered Conservancy Area, the Association has an obligation to prevent loss or damage to all flora and fauna on the Estate and a decision has been taken to the effect that cats will inevitably damage the bird life on the Estate.

- 4.2.3. Members attention is drawn to the fact that in 2006 and 2013 amnesty was granted to certain owners to retain certain cats owned by them on condition that they may not replace them as and when they die or leave the Estate for any other reason. In the case of these specific cats, each one has been registered with the Association and is consequently identifiable. All cats must be adequately contained within the responsible cat owner/resident's unit/property at all times to prevent disturbance to other residents.
- 4.2.4. In the event that a cat is found roaming and not suitably contained as is provided for in rule 4.2.3 above then it will be detained by the Association's security officials for up to 48 hours. If the cat is duly microchipped or tagged, the relevant owner will be informed and will be entitled to collect the cat subject to the levying of an appropriate penalty by the Association for the contravention of the rules. If the cat is one to which no amnesty is applicable and is as such in the Estate in contravention of the rules then the cat owner will also be issued with notice to permanently remove the cat from the Estate. If however the cat is unchipped and unclaimed within 48 hours it will then be removed from the Estate by the Association and handed over to the SPCA.
- 4.2.5. All cats permitted to be on the Estate shall be neutered or spayed as the case may be and shall wear a collar and a bell at all times. They shall also be implanted with a microchip and proof thereof together with the chip numbers are to be given to the Association for monitoring purposes.
- 4.3. **Other Animals**
- 4.3.1. Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted under any circumstances unless the prior written consent of the Association has been obtained.
- 4.3.2. Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like may not be kept on the Estate by residents. This prohibition also extends to any animal categorised as an alien invasive species by the governmental environmental authorities.
- 4.3.3. Residents must obtain the Association's consent for any other domesticated animals that they wish to keep as pets and comply with such conditions as may be imposed by the Association when granting such consent.
- 4.4. **General**
- 4.4.1. No visitor may bring any animal into the Estate.
- 4.4.2. Any animal (whether belonging to a resident or any other person) being in the Estate in contravention of these rules shall be removed forthwith on notice from the Association. The handling and/or removal of any animal when performed by the Association will be carried out in accordance with such operational procedures as may be formulated and approved by the Board from time to time.

- 4.4.3. Animals may not be left alone in a unit for a prolonged period of time or left unattended overnight in a unit, and suitable arrangements of engaging a friend or house sitter must be made, or the animals must be taken to a kennel off the Estate for the duration of the responsible residents absence from the Estate.
- 4.4.4. All animals, regardless of species may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc.
- 4.4.5. The Association will be entitled but not obliged to investigate and make a finding and recommendation to the Board and to take such steps as may be necessary to remedy the situation in the event of any persistent complaints of such nuisance, disturbance or annoyance being submitted to the Association.
- 4.4.6. The Board may in their sole discretion make a demand to the responsible resident to remedy the situation, including that the animal shall, forthwith, be removed from the Estate.
- 4.4.7. For the purposes hereof “persistent complaints” shall mean more than two complaints in writing from a resident in any four-week period regarding alleged nuisance, disturbance or annoyance caused by another residents animal/s each of which is to be supported in writing by at least one other resident. Any other complaints in respect of a breach of this rule should be dealt with as pure neighbour issues and left to the residents concerned to resolve between themselves and neither the Board nor management shall be obliged to intervene in or resolve such complaints. This does not preclude the Association taking appropriate steps in respect of any transgressions where management or the Board deems it to be necessary to address any nuisance, disturbance or annoyance.

5. **SECURITY**

5.1. **General Security Procedures**

All current security procedures must be strictly observed at all times by all persons on the Estate.

5.2. **Alarm Systems**

Alarm systems may be installed by reputable alarm monitoring companies. Any response to the alarm must be channelled through the Association’s control room. No alarm company response vehicle will be permitted onto the Estate. Only alarms that are of the silent type may be used as no sirens are allowed. A list of reputable companies may be obtained from the Association’s Security Manager. Security cameras are installed and monitored by the Association at various points along the perimeter of the Estate, the entrances to the Estate as well as at the community centres for security monitoring purposes and also to monitor compliance with these rules. No private security cameras or surveillance equipment may be installed. Only cameras placed internally within a residence will be permitted.

5.3. **Club Members**

Non-resident Club members may only use gate 5 on the Estate from 06h00 to 21h00 daily and only for the purpose of visiting the Watershed or making use of its facilities and the golf course. Non-resident Club members are not permitted to make use of any facilities provided for the sole use of residents and their visitors.

5.4. **Messenger of the Court, Sheriff of the Court and Police Officers**

Due to the nature of the above category of persons, and the judicial processes involved, the Association may not obtain confirmation from residents prior to these persons entering the Estate, nor may the Association deny these persons access. The Estate security officials will use their best efforts to ensure that valid court orders, warrants, etc., are produced before they are allowed access. Security will escort such persons to the premises they require access to and to ensure that all relevant laws are observed.

5.5. **Reporting to Security**

5.5.1. Security is a shared responsibility. Residents should report any suspicious or unlawful occurrence to security immediately.

5.6. **Access cards / Biometrics**

5.6.1. Access cards/biometrics identify an individual and his/her authority to freely enter/exit the Estate. It is imperative that access cards are not left in motor vehicles or any other place where a person may illegally use them to enter/exit the Estate.

5.6.2. Only persons permanently residing on the Estate, club members, guests (including Estate 1 Residents) or those authorized to work on the Estate, may be issued with access cards/biometric access rights. Each card holder shall be responsible for the safe keeping and for ensuring that an access card is not used by anyone other than the person it was issued to. Only one access card may be issued per person. If Security determines that an access card has been transferred or is being used by another person other than the person to whom the access card was issued they may confiscate or cancel the access card without prejudice to the Associations other rights arising from a breach of the rules.

5.6.3. On application for an access card/biometric access rights, an applicant must produce an original and a copy of his/her Identity Document, Driver's Licence or passport and complete the application form as well as pay a prescribed administration fee. Registration and any renewal or re-issue of access cards/biometric registration may only be granted subject to an applicant furnishing the Association with a written consent pursuant to the provisions of the Protection of Personal Information Act No. 4 of 2013 (POPIA) for the collection and processing of personal information save to the extent that such consent may have otherwise already been provided.

5.6.4. Access cards/biometric access rights are only issued to persons over the age of eighteen years of age or if the person is in possession of a valid driver's licence.

5.7. **Security Gates and Booms**

Every resident shall stop at all security control gates and then proceed by operating his or her access card/using his or her biometrics. Should a resident not be in possession of his or her access card then the member may only proceed on being allowed to do so by the guard on duty after verification and signing the "Residents without Access Card" register.

5.8. **Pedestrian Access**

All pedestrians entering or exiting through the gatehouse area must use their access cards/biometrics and proceed through the pedestrian turnstile.

5.9. **Visitor Procedures**

5.9.1. Any resident who wishes a visitor to enter the Estate, must issue the visitor an access code using the Association's web-based visitor access platform.

5.9.2. An access code may only be used to enter/exit the Estate **once**.

5.9.3. All extended stay visitors are to be registered for biometric access with the written consent of the resident concerned to allow him/her access to and from the Estate. Biometric access will only be enabled for the period of time, not longer than 1 month at a time, for which the visitor has approval from the resident concerned.

5.10. **Contractor Procedures**

5.10.1. Contractors requiring access to work on the Estate for a period of 2 days or more, must report to the Association's access office in order to obtain the necessary authorisation from the Association to allow them access to the Estate. Each employee for which a contractor requires access must be in possession of a valid ID document, passport or work permit for identification purposes.

5.10.2. Contractors requiring access to work for a resident on the Estate for only 1 day at a time must be issued by the resident concerned with an access code before ingress and egress is allowed.

5.10.3. Contractors and their employees are only allowed access through gate 5. Notwithstanding that a contractor may have been issued by a resident with an access code the Association reserves the right to refuse to allow access to any contractor in circumstances where access is required for works that have not been authorised by the Association or the local authority (assuming such authorisation is in fact required) until such time as the necessary authorisation from the Association or the local authority has been duly obtained.

5.10.4. Contractors and their employees are not allowed to walk off the site on which he/she is working on the Estate. Contractors and their employees must be transported to and from the site where they are working by vehicle. Once on site they may not walk between sites under any circumstances.

5.10.5. Any contravention of these rules may result in a Contractor being removed from site and not being allowed further access to the Estate.

5.10.6. All work shall be conducted from Monday to Friday between 07h00 and 18h00. **No after hours work is permitted** between 18h00 and 07h00 Monday to Friday, on Saturdays, Sundays and Public Holidays unless prior approval given by the Association for exceptional emergency situations. All deliveries, with the exception of medicines and foodstuffs, shall be subject to this rule.

5.11. **Gate Houses and Booms**

5.11.1. Gate houses are strictly out of bounds for anyone except security personnel and other authorized persons.

5.11.2. Abuse of guards, in any manner whatsoever, is strictly prohibited. Any complaints regarding gates or their guarding must be directed to the Association's Security Manager.

5.11.3. Tailgating (i.e., proceeding through the gates or booms when operated by a car in front) is strictly prohibited.

5.11.4. The underpass connecting Estates 1 and 2 is for the use of golf carts, bicycles and pedestrians only and access card/biometric operation is required after hours from 21h00 to 05h00.

5.12. **Furniture Removal**

5.12.1. Access will only be granted to furniture removal vehicles on Mondays to Saturdays from 06:00 to 15:00. No furniture removal vehicle will be allowed onto the Estate after 15:00.

5.12.2. No access will be given to furniture removal vehicles on Sundays and Public Holidays.

5.12.3. All furniture removal vehicles requiring access will need to be in possession of an access code duly issued by the resident concerned.

5.12.4. Due to the nature of the Estate roads and vegetation, all large removal vehicles will be escorted to the Watershed lower parking or an area designated by the Association from time to time and a smaller shuttle vehicle will then be required to transport furniture from the removal vehicle to the residence concerned or vice versa.

5.13. **Access to and use of the Roads on Estate 1**

By arrangement with Estate 1 access is afforded to residents to allow them to enter and exit via gates 1, 2 and 3 to use the roads on Estate 1. At all times whilst inside Estate 1 residents shall be obliged to comply with the Estate 1 rules, a copy of which is posted on the Estate's website. In the event of any breach of the Estate 1 rules, including but not limited to exceeding the speed limit on the roads in Estate 1, the Association will be notified and will be obliged to make payment of the penalties incurred to the Mount Edgecombe Country Club Estate Management Association (RF) NPC and will in turn be entitled to recover the penalties imposed from the relevant owner on the same basis as any transgression of these rules.

6. USE OF ROADS

The roads throughout the Estate are privately owned and controlled by the Association and are for the use of all residents and their invitees, whether on foot, cycle, golf carts, trucks or other vehicles. In a communal environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents with regard to educating their children. The presence of children and pedestrians as well as many undomesticated animals such as buck, monkeys, mongoose, leguans and wild birds means that drivers need to exercise additional caution when using the roads in the Estate.

No person shall drive any vehicle whilst in the Estate in contravention of rule 6 and any reference to "Estate" in this rule shall also include Estate 1 insofar as it pertains to the operation of vehicles.

6.1. Speed Limits

6.1.1. The general speed limit on the roads in the Estate is 40 km/h however lower speed limits may be indicated by appropriate signage on some portions of the roads.

6.1.2. The general speed limit throughout Estate 1 is 30 km/h unless otherwise designated.

6.1.3. Any person found driving in excess of the applicable speed limit will be subject to a penalty imposed by the Association arising from their breach of the rules.

6.1.4. Repeat offenders will incur such additional penalties as the Association may from time to time determine.

6.2. Pedestrians and Animals

Pedestrians and animals must be given the right-of-way on roads within the Estate and golf carts must be given the right of way at the applicable crossings.

6.3. Operating Restrictions for Vehicles

6.3.1. No person shall operate any vehicle upon any place within the Estate unless he/she is the holder of a valid driver's licence and in addition, in the case of a golf cart, a valid cart permit issued by the Club, which must be displayed on the golf cart. Vehicles shall only be operated on roads.

6.3.2. Engine powered vehicles, cars and motorcycles may only be operated on roads and sidewalks, open lawn areas and golf cart paths are 'out of bounds' to them.

6.3.3. Operating any vehicle (including a golf cart) in such a manner as to constitute a danger or nuisance to any other person or property is strictly prohibited. This includes but is not limited to the operation of any vehicle whilst under the influence of alcohol.

6.3.4. The same "rules of the road" as apply to the use of public roads outside the Estate shall be observed by all road users within the Estate save that an even higher level of care and consideration is expected of road users within our communal environment.

- 6.3.5. The use of car and other vehicle hooters within the Estate is prohibited except in cases of emergency warning.
- 6.3.6. Accidents /collisions on the Estate involving damage to persons or property are incidents reportable to the police. It is a driver / resident's responsibility to obtain comprehensive insurance covering their vehicles, golf carts (if applicable), and damage to persons and to property. No claim in this respect may be brought against the Association.
- 6.4. **Parking**
- Parking on sidewalks, verges and open-lawned areas or in front of driveways to residences is prohibited. This does however exclude the reasonable use of the sidewalks, verges and lawns for parking for a limited period when circumstances require it provided that the prior written consent of the Association has been obtained, i.e., contractor's vehicles and visitors which cannot reasonably be accommodated within the parking area of a unit. Parking overnight on sidewalks, community centres or verges is strictly prohibited.
- 6.5. **Motor Bikes/Dune Buggies/ Off-road Bikes/Quad Bikes etc**
- Unlicensed off-road bikes, quad bikes, and go-carts are not permitted. Motor bikes, beach or dune buggies or any other motorised vehicle with a noisy exhaust may only be driven quietly on the roads to allow access from the gates to a unit and vice versa. These vehicles may not use the golf cart paths, nor may they use the underpass between both Estates.
- 6.6. **Caravans, Boats and Trailers**
- A resident may park any boat, trailer, cart or caravan on his/her property provided that it cannot be viewed from the golf course and/or from any road on the Estate.
- 6.7. **Golf Carts and Golf Cart Paths**
- 6.7.1. Golf carts may only be legally driven on the Estate by licensed drivers. They may not be driven across lawns and must stay on the Estate roads or on designated golf cart paths.
- 6.7.2. All golf carts require a valid cart permit issued by the Club, which must be displayed on the golf cart at all times.
- 6.7.3. Cycling, jogging and walking along golf cart paths is not permitted during golfing hours and users are cautioned against injury from golf balls. The Association accepts no liability for any injury that may be sustained.
- 6.8. **Skateboards, In-line Skates, Roller Skates & Powered Scooters**
- 6.8.1. Skaters are a matter of concern to drivers when encountered on roads. While no-one wishes to turn the Estate into a sterile "non-playing area", in the interests of safety, parents must instruct their children to keep a careful look-out for motor vehicles and to leave the road as soon as any vehicle approaches.
- 6.8.2. The use by skaters of the road-dividing kerbs is not permitted.

6.8.3. Powered scooters and any types of skates may not be used on the roads in any way which constitutes a nuisance or inconvenience to residents and must always give way to pedestrians.

6.8.4. The Association encourages the use of appropriate headgear and protective gear.

7. **SPORTING AND RECREATION FACILITIES**

7.1. **Mount Edgecombe Country Club and Golf Course**

7.1.1. For every residential unit on the Estate, the owner (or the representative owner where there is multiple ownership or ownership by a legal entity) shall be an obligatory member of the Club. Membership resignation is not permitted whilst remaining an owner on the Estate. Other family members of an owner may become members of the Club if and as required.

7.1.2. Residents shall at all times abide by the rules of the Club in force from time to time with particular reference to the rules regarding walking/riding and exercise times on the golf course, hours of play and restrictions on children.

7.1.3. Residents shall not conduct themselves in such a way as to interfere with, disturb or in any other way, cause a nuisance to any person legitimately playing golf on the golf course.

7.1.4. Children under the age of 12 years are not permitted on the golf course unless in the company of and under the supervision of a responsible adult.

7.1.5. Tees, greens and sand traps (bunkers) are at all times strictly out of bounds to any person other than someone legitimately playing golf.

7.1.6. The collection of or diving for lost golf balls is prohibited.

7.2. **Estate Swimming Pools**

7.2.1. Swimming is only allowed between the hours of 06h00 and 21h00 each day.

7.2.2. An adult must accompany any child under the age of 12.

7.2.3. Gates to the pools must be kept closed at all times and the pool fencing is not to be bent, otherwise damaged or destroyed or moved.

7.2.4. Pets are not allowed around the poolside or in the pools.

7.2.5. No music is allowed to be played around the pools.

7.2.6. Pool furniture must not be removed from any facility.

7.2.7. The use of the pools must be done in such a way so as not to create an unreasonable nuisance or disturbance to those residents living in close proximity to the pools. No person shall use the swimming pools in a manner so as to interfere unreasonably with the enjoyment of any other users.

7.2.8. No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only persons authorised by the Association may operate the equipment.

7.2.9. Surfboards, cold drink cans, glass and hard objects of any sort are totally prohibited in the swimming pools.

7.3. **Community Centres**

7.3.1. No reservations will be taken for Sundays and Public Holidays. Functions such as weddings, religious festivals, political gatherings, business meetings and business parties and any event for gain **may not take place** at the Community Centres.

7.3.2. Community facilities and the swimming pools are for the exclusive use of Estate residents and their guests. The facilities may be booked for special functions by Estate residents at the Association's office. Private use of the facilities by outsiders is not permitted.

7.3.3. Under no circumstances may any community centre furniture be removed from any community centre. It is the duty of whoever uses a community centre, to clear away all rubbish and stack away the cushions and chairs, and to leave the community centre in a clean and tidy condition.

7.3.4. When a community centre is booked for use by a member, exclusive use is only granted for the area under roof.

7.3.5. The swimming pool areas and additional braai facilities at community centres are available at all times for the use of residents of the Estate and have to be shared.

7.3.6. Flashing lights and PA systems are not allowed at the community centres. Radios and music systems if used in and around the community centres should only be played at very soft and muted volumes.

7.3.7. The following may not be brought to the community centres: pets, horses/ponies, carousel swings, quad bikes, water slides and foam slides.

7.3.8. Children under 12 must be accompanied at community centres by an adult at all times.

7.3.9. All functions must be booked through the Association's office 1 week in advance. No whole day bookings will be approved.

7.3.10. Security must be informed of any functions. At the discretion of the Association, security guards may be posted while a function takes place and the cost thereof will be for the relevant resident's account. An owner will have this amount debited to their levy account. A tenant / lessee, will be required to pay the amount prior to the function being held.

7.3.11. Community centres close at 21h00 (9pm) and all users are required to vacate the premises by that time.

7.3.12. Any use of the community centres by residents and their invitees, shall be entirely at their own risk. Under no circumstances shall the Association be responsible for any loss or damage of any nature suffered by any person using these facilities.

7.4. **Horse Riding**

Horse riding in the Estate is not permitted and no horse may be brought onto the Estate.

7.5. **Dams**

Most of the larger dams on the property are part of the golf course and are not part of the Estate *per se*. The Club accordingly regulates the usage of all dams and the Club rules regarding the dams must be observed by residents at all times. Swimming and / or diving for golf balls is prohibited as is searching amongst the vegetation surrounding the dams while not participating in a round of golf. The ecosystem surrounding the dams is a sensitive habitat for water birds and should therefore not be unnecessarily disturbed.

7.6. **Lakes / Streams**

Lakes/streams/dams, etc., where they are part of the Estate, have open areas around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto these lakes/ streams/ dam, etc.

7.7. **Camping**

Camping is not permitted anywhere within the Estate.

7.8. **Picnicking**

Picnicking is not permitted anywhere within the Estate open areas and is restricted to community centres only.

7.9. **Boating**

Except for official canoeing and other water sports as authorised by the Club on Pani Dam, boating is not permitted on any dam/lake/stream on the Estate.

7.10. **Fishing**

Fishing is prohibited in any dam/lake/stream on the Estate. Fishing in dams under the jurisdiction of the Club may be allowed on certain special occasions and under such conditions as determined by the Club from time to time. Residents should contact the Club for more details on joining the Fishing Club.

7.11. **Firearms**

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

7.12. **Crossbows/Bow & Arrows**

No crossbows, bow and arrows, catapult, BB gun or other weapon may be used on the Estate under any circumstances.

7.13. **Playing Field in Quail Valley**

The playing field is restricted for ball sports only. No sports causing an audible nuisance to residents are permitted on or around the playing field. No picnicking or golf activities may take place on the playing field. Golf carts are also not permitted on the playing field.

8. **HOUSEHOLD STAFF**

8.1. **Definition of Household Staff**

For the purpose of these rules, household staff shall be defined as “any assistant” paid by a resident to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, or gardening, and like chores. Residents shall be responsible to ensure that their household staff comply with all security requirements as well as all rules of the Association.

8.2. **Transport of Household Staff**

8.2.1. Transport for household staff on the Estate is provided Monday to Saturday at set times in the morning and afternoon. This service is also available on public holidays, excluding Good Friday, Christmas Day and New Year’s Day. Only household staff who are registered access card holders or who have been granted biometric access are permitted to utilize the bus service. The Association does not guarantee this service or accept any responsibility for any interruption in the service.

8.2.2. Designated bus stop points are provided throughout the Estate.

8.3. **Access**

8.3.1. As with contractors all household staff must be registered by the resident concerned with the Association on an annual basis from the date of their first registration in order to obtain an access card/biometric authorisation for entry and exit from the Estate. Access cards/biometric access will be validated only for recognized normal business hours unless authorized differently by the Association and the resident concerned shall be responsible for the payment of the Association’s fees applicable from time to time for such access registration.

8.3.2. No household staff are permitted to remain on the Estate overnight unless prior authority has been obtained from the Association. Under exceptional circumstances, the management of the Association may allow a relaxation of this rule for a specific date or period.

8.3.3. All requests for a relaxation of the rules must be made to the Association’s offices during normal working hours. In the case of an emergency, such as illness, residents requiring a relaxation of the rules when the Association’s office is closed may contact security who will refer the matter to the Association’s Security Manager for consideration.

- 8.3.4. Instances of “exceptional circumstances” are, for example, such as illness, injury or incapacity or an emergency beyond the reasonable control of the resident.
- 8.3.5. In the event of a household staff member being discharged, the resident concerned must immediately inform the Association to ensure immediate cancellation of their access to the Estate.
- 8.3.6. Household staff are not allowed to receive visitors on the Estate.

8.4. **Au-pairs and nurses/critical care**

All au pairs and nurses must be registered with the Association and the appropriate access clearance given by the Association if all the required criteria related to such services are met.

8.5. **Temporary Household Staff and Casuals**

- 8.5.1. Residents are encouraged not to use casual workers on the Estate. Should they occasionally be required, casual workers must be recorded in and out at security and be escorted by the resident to and from the Estate entrance /exit gates.
- 8.5.2. The relevant temporary or casual household staff member must present suitable identification on entry to the Estate.
- 8.5.3. A resident employing a household staff member working for more than 3 days, must pay for and obtain an access card/biometric access approval for the relevant household staff member from the Association.

9. **LEVY PAYMENTS**

9.1. **The Budget**

- 9.1.1. Funds required to operate the entire Estate are estimated in advance for each financial year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general and in particular of its common areas.

9.2. **Estate Levies**

- 9.2.1. An annual levy is required to fund the budget approved by the Association in accordance with the MOI (“the Estate Levy”). This Estate Levy is recovered in equal monthly instalments payable monthly in advance by owners to the Association subject to acceleration as provided for below.
- 9.2.2. Owners of freehold units may have items specific to their individual properties added to their Estate Levy account covering insurance (building only) and other charges for which an owner may be held liable in terms of the MOI or the rules.
- 9.2.3. Owners in sectional title schemes will be responsible for two monthly levies. They will be responsible for the payment of the Estate levy as well as the payment of levies to their relevant body corporate (“the Body Corporate Levy”). The Body Corporate Levy covers items such as gardening maintenance, common property maintenance and building insurance and any other

expenses which are raised in accordance with the Sectional Title Schemes Management Act and associated regulations.

9.2.4. Municipal rates payable by owners are not included in either the Estate Levy or the Body Corporate Levy and are payable directly to the eThekweni Municipality.

9.2.5. It is highly recommended that the Estate Levy is paid by debit order, which can readily be arranged via the Association's office. Owners are assured that the amount of the debit order is fully under the control of the Association and not the banks. Payment of levies by cash or cheque delivered to the Association office is not acceptable. Direct payments into the Association's bank account are acceptable, on condition that a copy of the deposit slip is provided, and a complete payment reference appears with the deposit.

9.3. **Due Date for Payment**

Levies are invoiced in twelve monthly instalments and payment is due in advance by the 1st of each month.

9.4. **Interest on Late Payment of Estate Levies and Acceleration**

9.4.1. Owners in arrears after the due date for payment shall pay interest at 3% above the current prime overdraft rate of the Standard Bank of South Africa Limited, and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

9.4.2. In the event of an Owner falling into arrears in respect of any monthly instalment of the Estate Levy the Association shall be entitled, without prejudice to any other rights and remedies available to it, to accelerate the payment of the balance of the Estate Levy due for the unexpired portion of the financial year and to recover same by way of legal action.

9.5. **Arrears Collection**

9.5.1. Owners whose levy payments are in arrears after 60 days shall have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account. Any interest on, or collection fees for overdue levies shall be considered to be part of the Estate Levy and treated and recovered as such.

9.5.2. In exceptional circumstances, where an owner may have a specific difficulty regarding payment of Estate Levies, he/she may approach the Association with a request for special consideration and/or a revised payment plan, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Board.

9.6. **All Amounts Due**

All debts of whatsoever nature (including, but not limited to, interest, penalties, collection fees and charges payable in terms of these rules) due by an owner to the Association shall be included in the levy account and deemed to be part of the levy due by the owner and subject to the rules applicable to the payment and recovery of the Estate Levy.

9.7. **No Right of Reduction or Non-Payment**

Levy amounts may not be reduced or offset against real or perceived, partial or non-provision of services or for any other reason whatsoever unless previously discussed with and sanctioned in writing by the Association. Owners who are “away” at month-end must make arrangements to ensure that the Estate Levy is paid by due date. Being “on holiday”, “away overseas” or “away on business” and like excuses are not acceptable reasons for late payment of the Estate Levy.

10. **THE LEASE / SALE OF A UNIT**

10.1. **Lease of a Unit**

10.1.1. The Association must be advised prior to the renting/leasing of a unit.

10.1.2. The Lessor must use the Association’s prescribed lease agreement and the Association’s documentation fee must be paid.

10.1.3. Only letting agents that are approved by the Association may be used.

10.1.4. The Association’s written consent to lease to a specific lessee must first be obtained. The Association’s written consent to renewal or extension of any such lease must also be obtained. The Association shall have the absolute right to refuse to supply such consent. Such consent shall not however be withheld without good cause. The Lessees and all persons who will be occupying a unit in terms of any lease must be of good standing befitting the Estate and the Club, and the names of such lessees and all proposed occupants and any other information as may be required from time to time must be provided to the Association.

10.1.5. The owner and/or letting agent must inform the lessee of the rules of the Estate and furnish the lessee with copies thereof.

10.1.6. Any contravention of the rules by any lessee or such other persons occupying any unit pursuant to a lease shall, in addition to any right of recourse against the lessee, be deemed to be a contravention by the relevant owner.

10.1.7. All lessees must undergo an orientation by the Association prior to taking occupation of a unit in terms of a lease. Lessees must be introduced to the chairman/trustees of a body corporate and the written consent from the body corporate to the lease must be obtained prior to occupation where the unit to be leased is within a sectional title scheme.

10.1.8. No owner may part with occupation of a unit or any part thereof for any period less than **six** months. As such all leases must be for a minimum duration of six months. No holiday or short-term rentals or Air BnB-type operations are permitted under any circumstances.

10.2. **Sale and Transfers of Units**

10.2.1. The Association’s written consent to transfer a unit within the Estate must first be obtained. Prior to the grant of any such consent, the selling/transferring owner must have satisfactorily settled all of his/her/it’s obligations to the Association.

- 10.2.2. Any intended purchaser/transferee is obliged as part of any sale and purchase agreement, to become a member of the Association and the Club.
- 10.2.3. The Association shall have the right to withhold or refuse to grant its consent to transfer of any unit to a particular purchaser/transferee in circumstances where the consent to lease or renewal of any lease of any unit within the Estate by that purchaser/transferee or that purchaser /transferee's spouse (or where the purchaser transferee is a legal entity, any of its directors, shareholders, members, trustees, beneficiaries and/or other persons directly or indirectly connected to it) has at any time in the past been refused or withdrawn and/or where that purchaser/transferee or that purchaser/transferee's spouse (or where the purchaser/transferee is a legal entity, any of its directors, shareholders, members, trustees, beneficiaries and/or other persons directly or indirectly connected to it) has been suspended or expelled by the Club, despite any such refusal, withdrawal of consent, suspension or expulsion being subject to appeal or otherwise in dispute.
- 10.2.4. An owner shall be required to use the Association's prescribed documents (including the prescribed contract of sale) when alienating or otherwise selling any unit.
- 10.2.5. Should an owner wish to dispose of a unit privately and not wish to use the services of an estate agent or agency, this may be done, but the owner must ensure that all requirements of, and obligations to, the Association are complied with prior to the conclusion of the disposal.
- 10.2.6. Should an owner not wish to dispose of a unit privately then:
- 10.2.6.1. the owner may only use an estate agent and agency which is approved and appointed by the Association to market and sell property on the Estate (an "Appointed Agency");
 - 10.2.6.2. if an estate agent or agency which is not an Appointed Agency finds a buyer / transferee for the owner's unit the buyer/transferee must be referred to an Appointed Agency who will conclude the sale/ disposal of the unit on the basis of a shared commission to be agreed upon between the referral estate agent or agency and the Appointed Agency subject to any Departure Levy due to the Association not being affected by the commission sharing arrangement.
- 10.2.7. Notwithstanding any other rights which the Association may have in terms of these rules, if an owner fails to comply with these rules, the Association shall have the absolute right to withhold its consent to transfer until the relevant rules have been complied with in all respects.
- 10.2.8. Any auctions of units may only take place outside of the Estate or, with the consent of the Association. By prior function booking with the Club, an auction may be held at the Club.
- 10.2.9. In all sales, the following fees are to be paid by the Purchaser:
- 10.2.9.1. Levy Stabilisation Fund
 - 10.2.9.2. Entrance fee and Debentures to the Club;
 - 10.2.9.3. Club Membership Fees.

- 10.2.10. A Departure Levy at such rate/s as a percentage of the purchase price as may be determined by the Board from time to time shall be payable to the Association in respect of all sales of property on Estate 2. The Departure Levy shall be payable in order to provide a reasonable reimbursement to the Association in respect of its role in the administration and sale of properties and the general promotion, marketing, advertising and branding of Estate 2 undertaken by the Association from time to time with a view to enhancing the value of all properties and which benefits sellers and, where applicable, Estate Agents in the marketing and sale of properties on the Estate.
- 10.2.11. In respect of private sales the Departure Levy shall be payable by the Seller and in respect of sales concluded through an Estate Agent this obligation is passed on to the relevant Appointed Agent and payment thereof shall be secured to the satisfaction of the Association prior to its consent to transfer being issued. The Association shall be entitled to differentiate between the rate of the Departure Levy in respect of private sales and sales concluded through Appointed Agents and may charge a higher rate to private sellers (presently set at 1% of the purchase price) and a reduced rate to Appointed Agents (presently 0.85% of the purchase price) in consideration for the differential administrative burden to the Association in both situations.
- 10.2.12. The Board shall from time to time determine the application and appointment criteria for Appointed Agents including, but not limited to, the number of Estate Agents per appointed Estate Agency (presently a minimum of 2 and a maximum of 4 estate agents per appointed Estate Agency) that may market and sell property on the Estate and the imposition of fees to be paid by all applicants. There shall however be no limitation on the number of Estate Agencies that may apply to be an Appointed Agency.

11. GENERAL

11.1. General Conduct

- 11.1.1. Respect and general consideration by all residents for all other residents and all users of the Estate shall be exercised at all times.
- 11.1.2. Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident(s), or his/her/their rights, in any manner deemed by the Association to be offensive and unacceptable, is strictly prohibited. This includes the beating of drums and the playing of loud music.
- 11.1.3. Residents must take cognisance and ensure that their vehicle or other alarms do not cause unnecessary disruption.
- 11.1.4. Abuse of security members and all Association staff members during the course of their duty is strictly prohibited. Abuse includes, but is not limited to, physical or verbal abuse and any form of intimidation or harassment.

11.2. Helicopters

No helicopter or other aerial conveyance may land at any place on the Estate without the prior written consent of the Association and subject to such special conditions as may be laid down.

This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations.

11.3. Burial, Slaughter and Curing of Animals

11.3.1. No domestic animal carcass may be buried on the Estate and their disposal shall be the responsibility of the resident concerned and at their own cost.

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

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

11.4. Fireworks

The lighting or letting off of fireworks within the Estate is not permitted.

11.5. Adverts/publicity Material

No advertising notices or brochures are permitted to be distributed around the Estate. This rule shall not apply to legitimate notices or publications issued to residents by the Club or the Association.

11.6. Canvassing

Canvassing for, or the promotion of, political parties, religious bodies or other affiliations is not permitted on the Estate.

11.7. Hooting

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

11.8. Auctions/Jumble Sales/Garage Sales

Any form of public auction or sale of any merchandise (including jumble sale and garage sales) within the Estate is prohibited unless authorised by the Association.

11.9. Use of and Conduct in Open Spaces

11.9.1. The lighting of fires in any open space on the Estate is prohibited. Braaing at an authorized function or as an ordinary residential activity at a residents unit, and provided the braai is in a proper receptacle/burner specifically built for that purpose, is permitted. The use of firepits is also permitted provided that the Association has approved the installation thereof at a residents unit. Residents are required to be considerate of the volume and direction of any smoke and/or odour generated by braais and firepits so as not to inconvenience other residents.

11.9.2. Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Association.

11.9.3. The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.

11.9.4. Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.

11.9.5. The pollution of any lake, dam, pond or stream is prohibited.

11.10. **Wild Animals**

Disturbing, harming or destroying any wild animals (including birds or reptiles) is prohibited. Should wild animals become a nuisance, the problem should be brought to the attention of the Association. It is an offence to shoot any monkey or any other animals on the Estate.

11.11. **Feeding of Monkeys**

Strictly no feeding of monkeys allowed on the Estate unless under circumstances controlled and approved of by the Association.

11.12. **Graffiti**

No person shall deface any property on the Estate by writing, drawing, spraying or any other manner whatsoever.

11.13. **Private Gardeners**

In line with outside contractors rules, no private gardening contractors/staff are permitted to work on Sundays and public holidays.

11.14. **Power Tools**

No power tools may be used on weekends and public holidays.

11.15. **Post and Pamphlets**

11.15.1. Postal deliveries and any pamphlet distribution to a street address on the Estate is not permitted, however, the Association's post boxes with corresponding street addresses may be utilised for this purpose.

11.15.2. Every Unit will be allocated one box which will be transferred with the Unit when sold to a new Owner.

11.16. **Lost keys**

Lost keys will be the responsibility of the resident concerned.

11.17. **Drones**

- 11.17.1. Although the use of drones is permitted for the purposes of photography and for reasons pertaining to Estate management and security, under no circumstances may drones be used in a manner which, in any way, could be construed as an invasion of privacy.
- 11.17.2. Permits for use of a drone must be applied for and will only be issued by the Association on application on condition that an undertaking is provided that there will be strict compliance with the regulations and laws relating to drone usage as stipulated by the South African Civil Aviation Authority (SACAA) and on the furnishing of proof of a remote pilot license.
- 11.17.3. Drones weighing more than 7 kilograms may not be flown over the Estate.
- 11.17.4. Drones may not be flown within 50 metres of any residents or any unit without permission from the affected residents or unit owners concerned.
- 11.17.5. Drone pilots must maintain a visual line of contact with their drones at all times while in flight.
- 11.17.6. Drones may only be flown during daylight hours.
- 11.17.7. The Association reserves the right, at its sole discretion, to penalise offenders and repeat offenders will be prohibited from any further use of drones on the Estate if they fail to comply with the above rules. Continual abuse of this privilege could result in the withdrawal of permission for the use of drones over the Estate other than for Estate management purposes.
- 11.17.8. Any operation of drones for the purposes of marketing properties on the Estate needs to be under the express authorisation of the resident concerned, who nevertheless remains bound by the rules set out above.

11.18. **Parties and Functions**

- 11.18.1. Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences is discouraged for reasons of disruption to security, parking problems and general inconvenience to other residents.
- 11.18.2. Large functions should be held at the Club where there is adequate parking and facilities. Special permission is required for a function to be held where more than 30 people may be attending. This permission must be timeously obtained prior to the proposed date of such function. When considering such a request, the Association will take into account the position of the residence proposed to be used in relation to gates; proximity to neighbours; parking availability; times of function; type of music to be provided; size and position of any proposed marquee; arrangements at gates; requirements for security and additional guards; as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.
- 11.18.3. Any private outside gathering at a residence may not extend past 22h30 (10:30pm) after which time the party must move indoors.

- 11.18.4. Music being played may not interfere with any neighbours.
- 11.18.5. The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited on the Estate.
- 11.18.6. Restrictions imposed on any function shall be strictly adhered to.

11.19. **Shutdown**

No contractors are allowed onto the Estate during shutdown at the end of the year. The shutdown period is over the festive season and the applicable dates may be obtained from the Association. Swimming pool and garden contractors and other contractors attending to bona fide emergency repairs will however be allowed onto the Estate during this period.

11.20. **Responsibility for Minors**

Minors, like all other persons, are required to abide by the rules. Should any minor breach any of the rules, the resident who is or are the parent/s or guardian/s of the minors or through whom the minors gained access onto Estate, shall be held liable for the conduct of such minors. They will be responsible for any action taken by the Association or penalty raised by the Association as a consequence of the conduct of any minors who breach the Rules of the Association. They will also be responsible for any damage caused by such minors to the Association's movable or immovable property or which is otherwise suffered by the Association or any person for whom the Association is responsible.

12. **APPROVAL OF CONTRACTORS, SUB-CONTRACTORS, LANDSCAPERS AND THE LIKE**

The Association shall be entitled to stipulate approval criteria for all architects, building and garden contractors, sub-contractors, landscapers and certain other categories of persons or business entities conducting activities or performing any services on the Estate and to stipulate such application processes to be followed, fees to be paid and documents to be provided to the Association in order to process an application for the Association's approval before they may be authorised to conduct any activities or perform any services for any person in the Estate.

13. **FAILURE TO COMPLY WITH THE RULES**

13.1. **Failure to comply with Rules**

In accordance with the MOI if any person fails to comply with any provisions of any rules, the Association may:

- 13.1.1. call for an explanation and/or an apology from the resident concerned; and/or
- 13.1.2. impose a reprimand and require the resident to remedy the breach and/or comply with the relevant rule; and/or
- 13.1.3. may impose a financial penalty which has to be paid within 14 days of issue and shall be deemed to be a part of the Estate Levy due by the owner; and/or

- 13.1.4. withdraw any previously given consent applicable to a particular matter; and/or
- 13.1.5. order the resident to pay for damages resulting from non-compliance with any rule; and/or
- 13.1.6. take legal action against any resident for the enforcement of the rule/s including, but not limited to, referral of the matter in terms of the Community Schemes Ombud Service Act, 2011 (CSOSA) for the appropriate relief where it is competent to do so,

without prejudice to any other rights or remedies which may be available to the Association including, but not limited to, the Association being entitled to seek the suspension or limitation of access rights or other privileges attaching to membership of the Association or by virtue of residency on the Estate, if deemed necessary by the Board to do so in the best interests of the Estate.

The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall from time to time be decided by the Board and applied by Estate management.

13.2. **Contravention by Others**

Any contravention of the rules by any person who gains access to the Estate on the authorisation of a resident shall be deemed to be a contravention by the resident concerned.

13.3. **Penalties**

- 13.3.1. Penalties imposed for the breach of or non-compliance with the rules will be in such amounts as the Board may from time to time determine and shall be deemed to be part of the Estate Levy due by the relevant owner.
- 13.3.2. Should any resident be aggrieved by any decision made by the Estate management, he/she may, after having first paid the penalty, lodge an appeal within 7 days of the penalty being paid, to the Board through Estate Management. The appeal should contain sufficient facts and /or information relating to the matter which the resident concerned believes would justify a finding by the Board which is different to that imposed by the Estate Management.

13.4. **Complaints**

The Association shall not be obliged to respond to anonymous complaints regarding any alleged breach of the rules or any related nuisance and shall be entitled to insist that persons lodging a complaint with them regarding any alleged breach or nuisance by any other person provide adequate proof and/or furnish an affidavit supporting the complaint together with photographic evidence where relevant before the Association takes any further steps in the matter.



PROHIBITED LARGE AND/OR AGGRESSIVE DOG BREED LIST

Rule 4.1.3 states that: "Dogs must be of a breed, size and disposition suitable, in the opinion of the Association, to the area of the property on which they will be contained. In applying this rule the Board shall be entitled to determine that certain large and/or aggressive breeds of dogs will not be permitted at all should the Board in its sole discretion determine that the presence of such breeds of dogs should not be permitted within the Estate. A comprehensive list of such breeds, which may be updated by the Board from time to time, is available from Estate Management upon request."

The following list comprises dog breeds that are either large/tall in size or have a potential inclination towards aggression, which could pose a significant risk to residents and which will not be considered for approval. This list is not exhaustive and may be supplemented from time to time. Crossbreeds of dogs included on this list are also not permitted nor are mixed-breeds which are predominantly mixes of any one or more of the dog breeds in this list.

Should a dog application be received for a breed not common to South Africa, such application will need to be individually assessed and MECCEMA may require further expert advice when considering if the dog should be permitted.

As an aside it is imperative that all dog breeds allowed within the Estate remain confined to the property they are registered to and are leashed at all times during walks. Loose dogs pose a threat to and cause undue stress to the estate wildlife, irrespective of their size.

The listed dog breeds which are commonly known to exhibit aggressive tendencies (not in any particular order) and which are not permitted (and as such will not be considered for approval) are:

1. Boerboel
2. Rottweiler
3. Doberman
4. Bullmastiff
5. German Shepherd
6. American Staffordshire Terrier / American Pitbull Terrier
7. Bull Terrier
8. Dogo Argentino
9. American Bulldog
10. Belgian Malinois
11. Cane Corso
12. Perro de Presa Canario
13. Siberian Husky
14. Chow Chow
15. Rhodesian Ridgeback



LARGE AND/OR AGGRESSIVE DOG BREED LIST

Additionally, the following tall/large dog breeds are not permitted (and will not be considered for approval) based on their height and weight and are regarded as unsuitable to be kept on any properties within the Estate:

1. Great Dane
2. St. Bernard
3. English Mastiff
4. Irish Wolfhound
5. Wolf Dog
6. Rhodesian Ridgeback
7. Neapolitan Mastiff

Reasoning for the inclusion of certain dog breeds on the prohibited list:

1. **Boerboel:** These large and powerful dogs were bred for guarding and repelling intruders, making them potentially dangerous. They also possess a strong prey drive and territorial nature.
2. **Rottweiler:** Their powerful jaws tend to hold on to victims without releasing. Proper training from a young age is crucial for acclimating them to their surroundings. While not naturally aggressive, they may display aggression in response to certain people, animals, or situations, depending on their upbringing.
3. **Doberman:** Anxiety, fear, and a desire to protect their territory contribute to their aggressive tendencies. They have a formidable bite strength (reportedly around 272 kgs of pressure) and can exhibit aggression towards strangers and occasionally their owners due to their strength and intelligence.
4. **Bullmastiff:** Bred as guard dogs, they possess strong territorial and protective instincts. Nowadays, their protective nature is directed towards their families, and they may act aggressively if they perceive their family to be in danger. Without proper training and socialization, Bullmastiffs can be dangerous.
5. **German Shepherd:** With a powerful bite that can cause severe physical injuries, this breed can become territorial and possessive. They can display aggression when they feel invaded or when unwanted guests are present. German Shepherds require proper socialization and training to prevent aggression. Otherwise, their territorial nature can manifest in aggressive behaviour.
6. **American Staffordshire Terrier / American Pitbull Terrier:** American Staffordshire terriers are widely considered one of the most dangerous dog breeds due to their quickness to anger and bite. As a result, they are banned in several areas. Without expert training, they can be stubborn and prone to aggressive outbursts. Given their background, they have a high potential for aggressiveness towards other beings if they feel unsafe. Pitbull terriers, due to their selective breeding for fighting, can also exhibit aggression regardless of socialization efforts.



LARGE AND/OR AGGRESSIVE DOG BREED LIST

7. **Bull Terrier:** These dogs can be extremely territorial and protective of their family, particularly around strangers. Lack of socialization from a young age may result in hostility towards small, loud children. Insufficient physical activity can lead to pent-up energy and outbursts of rage and aggression.
8. **Dogo Argentino:** Considered one of the most aggressive breeds, they are not necessarily dangerous to people. Bred for fighting and hunting, they can be dangerous, especially to other animals, without proper training and socialization.
9. **American Bulldog:** Their strong drives and dominance can cause aggression towards other dogs.
10. **Belgian Malinois:** This strong and robust breed exhibits a range of temperaments and levels of aggression. It is not suitable for households with small, unpredictable children and requires an experienced owner due to its working breed nature.
11. **Cane Corso:** Possessing a strong protective instinct, they may unnecessarily defend their family and environment. This trait places them on the dangerous dogs list in many regions. Improper socialization or abuse can lead to aggression. Although all dogs can become aggressive regardless of breed, Cane Corsos have the size and mass to inflict serious harm.
12. **Perro de Presa Canario:** Known for its reputation as an aggressive and sometimes dangerous breed, it has gained notoriety due to high-profile attack incidents. Similar to Pit Bulls, there is no significant difference in the number of attacks on children versus adults.
13. **Siberian Husky:** Regarded as one of the most powerful huskies, they can cause harm and injuries to children or adults if they become aggressive. Often highly strung, they tend to bark excessively and have a strong tendency to escape properties, making them successful in their attempts. They also possess a strong predatory drive.
14. **Chow Chow:** These dogs have the potential to be very aggressive towards humans and other animals. They can be intensely territorial and naturally dominant.
15. **Rhodesian Ridgeback:** Known for being nervous/fear biters, this African hunter dog's predatory instincts make it highly likely to chase other animals.