

Mount Edgecombe Country Club Estate One



The Mount Edgecombe Country Club Estate Management Association (RF) NPC
(known as) "MECCEMA 1" and also referred to in the document as the Association

Co. Registration No 92/003562/08
P.O. Box 2000 Country Club 4301

CONDUCT RULES

This RULEBOOK is issued by the Mount Edgecombe Country Club Estate Management Association (RF) NPC to each registered Owner.

In the first instance the issue is free. Additional copies may be obtained from the Association offices on payment of a nominal fee.

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

[Note: These Rules are subject to amendment from time to time in accordance with the Memorandum of Incorporation.]

CONDUCT RULES OF THE ASSOCIATION

INTRODUCTION

Living on our Estate means being part of a community of people who share a secure and high-quality lifestyle. Conduct rules for the community provide a means of protecting this lifestyle through an acceptable code of behaviour by which members may live together, reasonably and harmoniously, without interfering with the enjoyment of others, to the benefit of all.

Genuine respect and consideration by all residents for each other will obviously ensure harmonious accord and contented association amongst Residents on the Estate.

In the event of differences or annoyances, the parties involved should, in the first instance, attempt to settle the matter between themselves, exercising respect, tolerance and consideration.

In terms of Clause 8 of the Memorandum of Incorporation, the Board of your Association is given the task of making rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule – subject to approval at a subsequent General Meeting of the Association. The rules should be seen as neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

The Board also has the right to impose financial penalties upon those members who fail to comply with the rules. Penalties, where imposed, shall be deemed to be part of the levy due by the Owner. Furthermore, the Board may enforce the provisions of any rule by application to the courts or to the Community Schemes Ombud Service (“CSOS”).

In line with the philosophy that rules should facilitate an acceptable code of conduct for harmonious living on the Estate, the Board will be prepared to consider any constructive suggestions for reasonable additions or amendments to the conduct rules. Any such suggestions, together with a supporting motivation, should be submitted in writing to the Estate Manager.

THE RULES CONTAINED IN THIS DOCUMENT APPLY TO ESTATE 1 ONLY.

Owners are reminded that Estates 1 and 2 are separate and independent organisations. While the rules for the two Estates are basically fairly similar, they do, of necessity, differ on certain specific topics and therefore are not interchangeable.

CONDUCT RULES OF THE ASSOCIATION

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1. PROMULGATION OF RULES

1.1 Introduction

As from the date of promulgation of these rules, they shall all apply forthwith, and all Owners are required to abide thereby.

For the purposes of the rules, the term "Owner" also includes a purchaser, member, resident, co-owner, corporate owner, lessee, family member, guest, invitee and vice versa. Any other terms not defined in this document will bear the meanings ascribed to such terms in the Association's Memorandum of Incorporation ("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 Owners 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, consent fees and other administration fees and charges as the Board of the Association may determine from time to time.

1.2 Conflict of Existing Practice with New Rules

Any existing practices in conflict with the new rules 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 Non-Residents

Any contravention of the rules by any person who gains access to the Estate under the authorisation of a member shall be deemed to be a contravention by the member.

2. GENERAL STYLE AND AMBIANCE OF THE ESTATE

In order to ensure compliance with the desired style and ambience of Estate 1, some form of pattern and order, based on the overall aesthetic plan, needs to be observed. Although Estate 1 is now fully developed, there is an ongoing requirement to ensure that home alterations, additions and gardening improvements comply with established guidelines.

To facilitate this objective, approved Procedures and General Design Guidelines for alterations and additions to dwellings have been drawn up and are revised from time to time. These guidelines are obtainable from the Association's office.

Prior to the commencement of any alterations and/or additions, the Association's office should be consulted for advice on the relevant procedures. Proposed building plans are required to be submitted to the Planning and Aesthetics Committee. Thereafter (subject to the Association's approval) the plans have to be submitted to the local authority for official approval.

Every alteration and addition to a building (including the erection of plaques, awnings, air conditioning units, T.V. aerials/dishes, etc.) and any erection of or alteration to fencing/garden walls etc., must also have prior written approval from the Association. This is necessary to ensure that the general amenity of the Estate is maintained, and that neighbours and other residents are not inconvenienced or compromised.

No construction or alteration may commence prior to full Association and Local Authority approvals. No unit may be occupied without first having obtained an Occupation Certificate issued by the Local Authority or obtained authorisation from the Local Authority to take early occupation (Beneficial Occupation Certificate).

3. USE AND OCCUPATION OF A UNIT

(For the purpose of these rules, "Unit" includes land, stand, dwelling, outbuilding)

3.1 Use of a Unit

The use of a unit shall be governed by the Mount Edgecombe Town Planning Scheme in force at any time or any other eThekweni Municipality requirements or other approved scheme or regulations applicable to the Estate from time to time.

A unit may be used for residential purposes only. No business operations are permitted which necessitate clients visiting the unit or accessing the Estate (to the detriment of security and parking and/or causing a nuisance or disturbance to nearby/other residents).

No sub-letting by tenants is permitted (this includes loft rooms, garages and garden cottages). Only Owners residing in their property 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 12 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.

For the sake of certainty this means that only 1 lease per property is permitted and owners may not simultaneously rent out their loft room or garden cottage and the main dwelling house on a property unless it is to the same tenant, nor may a tenant rent out or sub-let a loft room or garden cottage (or garage) for the duration of any lease of a property.

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, at its sole discretion, is of the opinion that such use may affect the security of the Estate or cause nuisance or irritation to others. The Association is entitled to grant its consent conditionally and to summarily withdraw the same on good cause.

3.2 Occupation

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of bedrooms shown on the dwelling's approved plans multiplied by two.

3.3 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.

3.4 Storage of Gas Bottles/Harmful Substances

Gas bottles (LPG containers) must be outside of the main walls of building's and be enclosed, roofed and ventilated in accordance with building bye laws. No harmful or inflammable substances may be kept on the Estate. (This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).

3.5 Attachments to Units

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the Association. The request for such approval will require a description and/or drawing and/or plan as may be necessary to fully define and consider the request. (This rule applies to the likes of external air conditioning units, awnings, satellite dishes, aerials, etc. even when not directly attached to the building). Specifications for types and colours of approved awnings are obtainable from the Association's Office.

3.6 Fences

Where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until the written approval of the Association has been obtained.

3.7 Jacuzzies, Gazebos and Pergolas

Plans for jacuzzies, gazebos and pergolas must be approved by the Association prior to installation.

3.8 Garden/Tool Sheds

Free standing sheds for tools or gardening equipment are permitted, subject to approval by the Association. They will be required to be positioned in a courtyard or behind a fence and not visible from any road.

3.9 Play Houses/Jungle Gyms

Free standing children's play houses (Wendy houses), or jungle gyms/slides/swings, etc. in gardens all require written permission from the Association's Office prior to installation. Such items shall only be allowed, provided they are in line with the style and amenity of the Estate and that they will have no detrimental effects on neighbours.

3.10 Swimming Pools (including plunge pools)

Private Swimming Pools are entirely the responsibility of the Owner. They are required to be fenced in accordance with the Local Authority's 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.

4. UPKEEP AND MAINTENANCE OF RESIDENCES

4.1 Internal Maintenance of All Houses

The maintenance of the inside of all houses (both freehold and sectional title) is the responsibility of the Owner and is to be carried out by such Owner at his/her own cost.

4.2 External Maintenance of Freehold Houses

The exterior of every "freehold" dwelling, together with its fences, screens, arches, driveways, etc., must be continuously maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. 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.

4.3 External Maintenance of Sectional Title Houses

The maintenance of the exterior of all sectional title dwellings, as well as the common property belonging to the scheme, is normally carried out by the relevant Body Corporate and is paid for as part of the Sectional Title scheme levy. Where, in the opinion of the Association, the condition of a dwelling in a scheme is not maintained to the required standards of the Estate, the Association shall give written notice to the Owner of the dwelling and the relevant Body Corporate to carry out the necessary improvements within a specified time. 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, which amount shall be deemed to be part of the levy

due by the Owner. The Owner may then exercise a right of recourse to recover any such cost from the Body Corporate to the extent that same may exist.

5. UPKEEP AND MAINTENANCE OF GARDENS

5.1 Estate Common Property

The Estate is laid out according to a properly planned and horticulturally designed theme. All Estate common area gardens and open spaces, around gate houses, islands in the roadways, sidewalks, water features and at community centre facilities, are maintained by the gardening contractor appointed by the Association at a cost which is included in the estate levy.

5.2 Freehold Residential Garden Maintenance

Every Owner shall be obliged to maintain his/her specific property in a neat and tidy condition and in a manner consistent with the published guidelines, as determined from time to time by the Association and as supplied across the Estate for all gardens. The cost of garden maintenance shall be borne by the Owner. The garden services contractor shall be determined by the Owner, subject to the chosen service provider having been approved by the Association (for security purposes). Alternatively, the Owner may choose to make use of a general gardening service arrangement managed by the Association, for which a nominal administration fee is charged. The applicable charge under this arrangement will be as quoted by the garden maintenance service provider contracted by the Association. Garden maintenance of the freehold property is to include the 3metre verge adjoining the property.

5.3 Sectional Title Garden Maintenance

Sectional Title Bodies Corporate on the Estate will be subject to the same standards prescribed in 5.2 for Freehold Owners however, in accordance with the requirements of the Sectional Title Schemes Management Act, the contracting, pricing and administration of garden service arrangements is the responsibility of each Body Corporate. Garden maintenance of the Sectional Title Scheme's is to include the 3metre verge adjoining any Sectional Title Scheme to any roadside kerb. Where, in the opinion of the Association, the condition of any garden areas within a Sectional Title Scheme are not maintained to the required standards of the Estate, the Association shall give written notice to the Owners and to the relevant Body Corporate to carry out the necessary improvements within a specified time. 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 all of the Owners in the Sectional Title Scheme, which amount shall be deemed to be part of the levies due by the Owners. The Owners may then exercise a right of recourse to recover any such cost from the Body Corporate to the extent that same may exist.

5.4 Additional Garden Services

An Owner shall have the right, if desired, to privately contract for additional garden services, over and above those referred to in clauses 5.2 and 5.3 above, as the case may be, provided that such gardeners or service providers are approved by the Association (for security purposes). No private gardeners are permitted to work on Sundays and public holidays.

5.5 Garden Standards

Where, in the opinion of the Association, the condition of a garden, whether a freehold property or within a Sectional Title Scheme, is not maintained to the required standards of the Estate, the Association shall give written notice to the Owner / Body Corporate to carry out the necessary improvements within a specified time. Should the Owner / Body Corporate fail to carry out such improvements, as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner / Body Corporate (or where a Body Corporate is concerned from all of the Owners jointly in the event of the Body Corporate failing to make payment), which amount shall be deemed to be part of the levy due by the Owner.

5.6 Garden Refuse

No burning of gardening refuse may take place on the Estate. Garden refuse removal arrangements are a matter to be resolved between the responsible Owner or Body Corporate and his/her chosen garden maintenance service provider. Garden refuse placed in blue plastic bags (to be supplied by the Owner or Body Corporate) may be stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse by Durban Solid Waste. Garden refuse may not be put out on any verge for any period longer than the day on which arrangements have been made for its removal and may not be left on the verges overnight or over weekends. The interim storage of garden refuse should be undertaken within a courtyard or in an area out of sight of the roads and neighbours.

5.7 Revamped/Refurbished Gardens

Any fundamental reconstruction of gardens in Freehold properties or Sectional Title scheme common areas shall be carried out/revamped/refurbished/re-laid in compliance with the approval, plans, procedures and Landscaping Design Guidelines as laid down by the Association.

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.

5.8 Alien Invasive Plants

It is the responsibility of the freehold Owner or the 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.

5.9 Removal/Cutting Down of Trees

The removal of, cutting down or severe pruning of trees and large shrubs is not permitted without prior permission from the Association.

6. THE RIGHT TO KEEP AND THE CONTROL OF PETS/ANIMALS

6.1 Local Authority By-laws

Local Authority By-Laws relating to pets must be complied with (i.e. licensing/ numbers/inoculations etc.)

6.2 Conditions for Ownership of pets

Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:

- a) Written permission must be obtained from the Association and any applicable Body Corporate. Permission will not be unreasonably withheld by the Association provided compliance with the rules is satisfied.
- b) No more than two pets are permitted per household. Cats are allowed.
- c) 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.
- d) All bitches must be spayed and dogs neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- e) Each dog must at all times wear a collar with a legible name tag indicating the Owner'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.
- f) Cats - Written permission must be obtained from the Association and any applicable Body Corporate before any pet is permitted onto Estate 1.
 1. Owners of cats must ensure that their cats do not cause a nuisance to other residents.
 2. Cats must be implanted with a microchip and proof thereof together with the chip numbers given to the Association for identification purposes. It is recommended that cats wear a collar with a nametag indicating the owner's name and telephone number. Owners are encouraged to attach one or more bells on the cat's collar.
 3. All cats must be neutered or spayed, as the case may be.
 4. If a cat is found roaming and is causing a nuisance to other residents, then it may be detained by the Association for up to 72 hours. If the cat is registered with the Association, 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 not registered with the Association, then the owner may be issued with notice to permanently remove the cat from the Estate. Any cat unclaimed within 72 hours may be removed from the Estate by the Association and handed over to the SPCA or other animal welfare shelter.

- g) Only small caged birds will be allowed, subject to not more than two birds per cage and a maximum of two portable cages. Parrots, parakeets and other loud squawking/screeching/talking birds will be subject to special noise restrictions. Aviaries are not permitted to be erected but monkey-proof bird feeder structures will be allowed with consent from the Association.
- h) Pigeons, poultry, peacocks, wild animals, livestock, rabbits, snakes, reptiles and the like are not allowed to be kept on the Estate.
- i) No visitor may bring any pet onto the Estate.

6.3 Containment and control of dogs

Dogs must be kept in an adequately sized and contained area within the Owner's property and when outside the Owner's property must, at all times, be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the estate or the golf course. Stray dogs without a name tag will be impounded and held in the Estate kennels for collection by the Owner. Repeated offences in this regard will result in the imposition of penalties upon the Owner.

6.4 Fouling of the Estate by pets

Fouling by pets of property belonging to the Estate and the Golf Course or to other Owners' properties must be removed immediately by the responsible Owner. For this purpose, Owners are requested to carry a scooper and plastic bags whenever walking their pets outside of their own property.

6.5 Prohibition of noise disturbance by pets

Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for an extended period.

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.

In terms of Clause 8.10.6 of the Memorandum of Incorporation, the Board may make an order to remedy the situation, including that the pet shall, forthwith, be removed from the Estate, which order shall be final and binding.

For the purposes hereof "persistent complaints" shall mean more than one complaint in writing from a resident in any four week period regarding alleged nuisance, disturbance or annoyance caused by another residents pet or pets 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 shall be dealt with as pure neighbour issues and left to the residents concerned to resolve between themselves and neither the Board of the Association nor management shall be obliged to intervene in or resolve such complaints.

6.6 Contravention of pet keeping rules

Any animal, bird or reptile kept on the Estate in contravention of these rules shall be removed, forthwith, on notice from the Association.

7. LEVIES

7.1 The Budget

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 property.

7.2 Estate Levies

An annual levy is required to fund the budget approved by the residents in accordance with the Memorandum of Incorporation ("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 in 7.4 below.

Owners of FREEHOLD PROPERTIES may have items specific to their individual properties added to their levies covering insurance (building only) and gardening maintenance, if applicable.

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 Sectional Title Body Corporate ("the Body Corporate Levy"). The Body Corporate Levy covers items such as gardening maintenance, common area maintenance and building insurance and any other expenses which is raised in accordance with the Sectional Title Schemes Management Act and associated regulations.

Municipal rates, as assessed for each property, are not included in any levies and are payable directly to the eThekweni Municipality.

It is highly recommended that Estate Levies are 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.

7.3 Due Date for Payment

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

7.4 Interest on Late Payment of Estate Levies and Acceleration

Owners in arrears at the 7th of the month shall pay interest at 3% above the current prime overdraft rate of the Associations Bankers, and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

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.

7.5 Arrears Collection costs

Owners in arrears after the 7th of the month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred as a result of these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.

In exceptional circumstances, where an Owner may have a specific problem 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.

7.6 Late Payment Penalties

Owners who are late with payments of levies shall be levied a lump sum penalty [as determined from time to time by Management and in addition to the interest for late payment] for the third consecutive month of late or non-payment and each following month of late payment thereafter. Such penalty lump sum shall be irrespective and independent of any actions taken under these Rules.

7.7 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 levies.

7.8 No Right of Reduction or Non-Payment

Levy amounts due may not be withheld or reduced against any (real or perceived) partial or non-provision of services from the Association or for any other reason unless specifically agreed to by the Association in writing.

7.9 Owners Responsibility for Payment

Owners who are away at month-end must make arrangements to ensure that their levy is paid by due date.

8. SECURITY

8.1 General Security Provisions

Estate Security is covered by a contract between the Association and the appointed Security Service Provider (with its associated guarding section). A joint operations committee oversees the functioning and effectiveness of security covering both Estates and the Club.

The Estate is proud of its security arrangements comprising electrified and electronically monitored palisade fences, controlled and guarded access gates, reaction and patrol vehicles as well as patrol guards with dogs. Computer based, electronic access control

systems allow controlled and recorded movement of residents and their visitors through the gates and booms.

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. Details of the full security procedures are available at the offices of the Association.

Silent House Alarm systems may be installed, if considered necessary by the Owner, but such alarms must be linked only through the security and monitoring system of the Association's security services provider.

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 home will be permitted.

8.2 Shared Responsibility

There are many persons other than residents who, of necessity, have to be on the Estate such as gardening workers, building contractors' staff, delivery services, repair service providers, and others.

Security is a shared responsibility between Estate management and all of its residents and security consciousness should be maintained at all times. Members should report any suspicious or unlawful occurrence to the Security control room immediately it is noticed.

8.3 Registration

Every Resident requiring individual access to the Estate must apply for registration at the offices of the Association for a personally encoded access card and biometrics. Such application must be accompanied by the individual's identity document and the requisite payment (as set from time to time) for the purchase of a card. Access cards may be requested for juveniles or other family members but shall be subject to the approval of the Security Committee and, if granted, the set payment. With effect from 1 July 2021 registration and any renewal or re-issue may only be granted subject to applicant's furnishing the Association with a written consent pursuant to the provisions of POPIA for the collection and processing of personal information save to the extent that such consent may have otherwise already been provided.

8.4 Access Cards

Each person having an access card shall be responsible for its proper use and safe keeping and shall not permit the use thereof by unauthorised persons. It should be noted that all exit/entry movements are recorded on the Security computer systems and are identifiable to an individual.

The provision of access cards is limited to one card per qualifying resident and the cards are for personal use. They are not supplied as access permits for vehicles. The loss of an access

card must be reported immediately [in order that the card may be invalidated] and a new card must be requested, for which there is a charge.

The Security access control systems also make use of Biometrics and other electronic identification methods. Permanent residents are entitled to make use of these services for their convenience and registration therefore can be made at the time that the access card is applied for.

8.5 Entering and Exiting the Estate

8.5.1 Access Gates

On Estate 1, Gate 2 (Club gate) is operational 24 hours every day. Gates 1 and 3 operate from 6h00 to 20h00 hours every day—however, visitors arriving after 18h00 must enter the Estate through Gate 2. The underpass connecting Estates 1 and 2 is for the use of golf carts only (no vehicles) and access card operation is required during night-time hours. It should be noted that access discs issued by the Club to non-residential members are only validated for Gate 2 on Estate 1, and for Gate 5 and the underpass on Estate 2.

8.5.2 Domestic Staff

Prior to being engaged to work in the Estate, the responsible Resident shall apply for registration of any proposed permanent or part-time domestic workers, maids, general assistants, cleaners, gardeners, au-pairs etc. Such application shall be accompanied by each employee's identity document and payment of the requisite registration fee. Registrations will be subject to clearance by Security and/or the Security Committee.

In the event of a domestic employee being discharged, the Owner must immediately inform the Association's office to ensure immediate cancellation of their registration for access to the Estate. Cards can be reprogrammed if a new employee is engaged.

8.5.3 Casual Workers

The use of casual workers is not encouraged on the Estate, but should they occasionally be required, they must be escorted by the responsible Resident and recorded in and out at the nearest gate each day. Where a casual worker is required to have access for more than one day the Resident must obtain written authorisation from the Offices. For a duration of more than five days the worker is to register and purchase an access card/biometric.

8.5.4 Visitors

Residents are required to obtain an access code from Security in advance of the pending arrival of a visitor, repair services or delivery through the prescribed procedure. The Security control room is to be contacted via sms with the visitor information such that they can issue an access reference code to the responsible resident. The entry of visitors is monitored to ensure that they leave the Estate at the appropriate time.

Where visitors arrive unannounced, and do not have an access reference code, the gate guard is under instruction to request the Security Control Room to telephone the resident being visited in order to seek permission to allow the visitor/s access to the Estate. This is time consuming and frustrating for the visitor, for the resident, for the security personnel

and for other residents delayed at the gate. Should the resident concerned not be unavailable, the visitor will not be permitted entry to the Estate.

8.5.5 Residential (Stay-over) Guests

Where Owners have guests legitimately staying with them for a period of time not exceeding thirty days and temporary personal access for such guests is required, the responsible Resident shall make special application to the Association's office for limited period access cards and pay a deposit which will be refunded, provided the card/s are returned within five working days of their expiry date. Owners having guests residing with them for periods of longer than 30 days and requiring independent access to the Estate must apply to the Association for registration and cards in the manner applicable to full time residents.

8.5.6 Procedures at Gates and Booms

Every Resident must stop at all security control gates and all internal booms and then swipe the access disc/card/biometric on the "reader" and only proceed when the boom opens. Should the automatic system not be operating then the Resident must liaise with the guard or the Control Room by intercom for the appropriate action.

8.5.7 Failure to possess access disc/card

Should any Resident not have their access disc/card and in the absence of having biometric access when entering or exiting the Estate, such Resident shall be required to complete in full detail a special "No Disc/Card - Access Request Form" prior to getting permission from the Guard to proceed.

8.5.8 Tailgating

Tailgating (i.e. proceeding through the gates/booms when they are activated by the preceding vehicle) is prohibited.

8.5.9 Late Night Exiting

Any persons (including Residents or Visitors) exiting the Estate after a certain late hour at night, or in the early hours of the morning, may be required to undergo a security check at the gate to confirm that everything is in order.

8.6 Residents Responsible for Visitors

Residents/Owners shall be responsible for the behaviour of and compliance with all the rules and security requirements of the Estate by any person including, but not limited to, their invitees, guests, family members, domestic staff and tenants who gain access to the Estate under their authority. Default by any such persons shall be construed as a default by the responsible Resident.

8.7 Absence from the Estate

Whenever Residents/Owners are away from their home for more than 48 hours, as an added precaution, they should notify Security of their departure and return dates so that their property may be put under surveillance.

8.8 Guarding Services

Any dissatisfaction with, or complaint against, any guard or security service must be lodged with the Control Room Supervisor or the Head of Security. The Guards on the Estate have very specific tasks and responsibilities to undertake under strictly defined procedures. Abuse of guards by Residents cannot be countenanced and is strictly prohibited.

8.9 Messengers 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 they be denied access. However, security will ensure that valid court orders, warrants, etc are produced before they are allowed access. Security will escort such persons to the premises.

8.10 Pedestrian Access

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

Visitors must be collected from the gatehouses by the resident as visitors walking from the gatehouse to a residence is not permitted. Non-access cardholders are not permitted to wander unaccompanied on the Estate.

8.11 Contractors

Owners are responsible for the conduct of their contractors whilst working on the Estate. and may issue an access code to contractors working on the Estate for 2 days. Contractors working longer than 2 days on the Estate are to report to the Access Office in order to obtain the necessary authorisation required to enter the Estate. Each person entering should be in possession of a valid ID document and the required funds to purchase an access card.

Contractor working hours on Meccema 1 are: Monday to Friday Access 07h00 – 17h00. No work may be carried out on weekends or public holidays or after hours. All deliveries, with the exception of medicines and foodstuffs, will be subject to these hours.

8.12 Furniture Removal Vehicles

Access is only granted to furniture removal vehicles on Mondays to Saturdays from 06h00 to 15h00. No access will be granted after 15h00, and no access will be given to furniture removal vehicles on Sundays and public holidays.

Due to the nature of the Estate's roads and vegetation, large removal vehicles will need to park at the Club with a shuttle vehicle being utilised to transport furniture to the residence.

The Estate reserves the right to levy a specific entrance fee in respect of vehicles over a certain size in order to cover the cumulative damage that such vehicles may cause to the Estate roads.

8.13 Access to and use of roads on Estate 2

By arrangement with Estate 2 access is afforded to Owners to allow them to enter and exit via Gates 4, 5 and 6 and to use the roads on Estate 2. However at all times whilst inside Estate 2 Owners shall be obliged to comply with the Estate 2 rules, a copy of which is posted on the Estate's website. In the event of any breach of the Estate 2 rules, including but not limited to exceeding the speed limit on the roads in Estate 2, 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 II (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.

In the event of an Owner disputing a penalty and wishing to appeal, this dispute should be raised with the Association which in turn will raise the dispute with Mount Edgecombe Country Club Estate Management Association II (RF) NPC (Meccema II) with whom the ultimate sanction lies and who requires the penalty to be issued. Meccema II will make the final decision and ruling on the appeal which will be binding on the Association and the resident and ultimately owner of the property.

9. EMPLOYEES OF RESIDENTS

(For the purpose of these rules "Employees" shall be defined as any assistant paid by the Resident/Owner to perform any duty in or about the Owner's property)

9.1 Commuting around the Estate

Employees must utilise the recognised roads and pathways to get to their place of employment as the golf course is out of bounds during golfing hours.

9.2 Overnight Stays

Employees are not permitted to stay overnight on the Estate. It must therefore be noted that an "employee's residence", as such, is not permitted.

9.3 Relaxation for Overnight Stay

Under special circumstances, prior application may be made to the Association Management for relaxation of this rule. Relaxation is not a right and will not be granted lightly. Any consideration for relaxation will be based on:

- degree of necessity,
- duration of requested stay,
- implications on neighbours and on the Estate in general;
- possible abuse of the system and of the spirit of the rule;
- and any other factors which, in the opinion of Management, may have relevance.

Should any form of relaxation be granted it will be in the sole discretion of Management of the Association for a limited duration only and not as a regular matter of course and the employee will be required to reside in the Owners dwelling together with all occupants. From time to time, at its sole discretion, Management may specify requirements for employees catering for special needs such as medical, nursing, baby-sitting etc.

10. ESTATE FACILITIES

The Club buildings, parking areas, squash courts, bowling greens, main tennis courts and the golf course itself, are not part of the residential estate, and therefore do not fall under the jurisdiction of the Association.

10.1 Mount Edgecombe Country Club and Golf Course

The Association's Rules regarding the Club and Golf Course are as follows:

- a) For every residential unit on the Estate, the Owner (or the Nominee 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 the Owner may become members of the Club if and as required. (See section 12 for the requirements of Club Membership for Lessees/Tenants)
- b) Residents shall not interfere with or disturb or in any other way cause a nuisance to any person/s legitimately playing golf on the golf course.
- c) 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 on the Course, hours of play and restrictions on children.
- d) The collection of or diving for lost golf balls is prohibited.

10.2 Estate Community Centres

10.2.1 Community Centres

There are community centres in Birkdale, St Andrews, Hoylake and Muirfield which are maintained by the Association and are subject to the following rules:

- a) The Community buildings, pools and tennis court are for the recreational use of estate residents and their guests only.
- b) These facilities may be booked through the Association's office for special Estate community social functions/events.
- c) Under no circumstances may the community furniture be removed from the facility. It is the duty of whoever uses the facility, to clear away all rubbish and stack away the cushions and chairs, and to leave the facility in a clean and tidy condition.
- d) The facilities may not be used by outsiders alone, nor may they be used by anyone for financial gain, or for political or religious gatherings.
- e) Children under the age of 10 years must be continuously accompanied by an adult.

- f) Pets are not allowed around the poolside or in the pools or on the tennis court.
- g) Radios and music players, if used around the facilities, should only be at very soft and muted volumes.
- h) The use of the centres, pools and tennis court must be undertaken in such a way so as not to create an unreasonable nuisance or disturbance to residents using the facility or living in close proximity.

10.2.2 Swimming Pools

There are communal swimming pools in Birkdale, St Andrews, Hoylake and Muirfield which are maintained by the Association and are subject to the following rules:

- a) Swimming will be allowed only between the hours of 06h00 and 21h00.
- b) Pool furniture must not be removed from the facility.
- c) No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users.
- d) Pool cleaning equipment, pumps, piping, etc. may NOT be used or moved by residents, and only the appointed persons (outside agents or Association Staff) may operate the equipment.
- e) Gates to the pools must be kept closed at all times and the pool fencing is not to be bent, destroyed or moved.
- f) Surfboards, cold drink cans, glass containers and hard objects of any sort are totally prohibited in the pools.

10.2.3 Tennis Court (Hoylake Community Centre)

One communal tennis court in Hoylake Village is available to Residents of the Estate. It is maintained by the Association and is subject to the following rules:

- a) Playing of tennis will be allowed only during the hours of 06h30 and sunset.
- b) No person shall be permitted to play on the tennis court unless dressed in the regulation tennis attire and shoes, or as prescribed by the Association.
- c) Tennis balls and racquets must be provided by the players.
- d) The tennis net must not be removed. Should the net require any attention a request must be made to the Association's office for assistance.

- e) Bookings for use of the court, no more than one week in advance, must be made on the sheets displayed in the adjacent community centre.

10.3 Use of and conduct on common areas within the Estate belonging to the Association (“open spaces”)

The Association’s Rules regarding Estate open spaces are as follows:

- a) The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaiing at an authorised function at a Community Centre, provided the braai is in a proper receptacle/burner specifically built for that purpose and the function has been approved by the Association to take place at the Community Centre. Residents are required to be considerate of the volume and direction of smoke generated so as not to inconvenience other residents.
- b) Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the Association.
- c) Disturbing, harming or destroying any wild animals or birds is prohibited. (Should wild animals become a nuisance, the problem should be brought to the attention of the Association).
- d) 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, and which may detrimentally affect the amenity of such space, is prohibited.
- e) Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided for this purpose.
- f) The polluting of any lake, dam, pond or stream is prohibited.
- g) Horse riding on the Estate is not permitted and no horse may be brought onto the Estate. (This rule shall not apply to the use of horses by the appointed security company, should it be deemed necessary to accomplish security duties).
- h) Most of the larger dams on the property are part of the Golf Course and not the Estate, therefore rules regarding these dams are regulated by the Club and must be observed by residents. Fishing in dams under the jurisdiction of the Club will only be permitted in terms of the rules defined by the Fishing Sub-section of the Club.
- i) Ponds and dams - where they are part of the Estate, have a certain extent of common property around them. Residents are required to exercise respect and not to intrude on the privacy of residents whose properties front onto these water systems.
- j) Camping is not permitted anywhere within the Estate.

- k) Picnicking is not permitted on any common property under the jurisdiction of the Association.
- l) Boating is not permitted on any dam/lake/stream under the jurisdiction of either the Association or the Club.
- m) The discharging of any firearm, airgun or other lethal weapon is strictly prohibited, save in self-defence or where authorised, in special circumstances, by the Association.
- n) Crossbows, bow and arrows, catapults, BB guns or any other such weapon may not be used on Estate private or common property under any circumstances.

11. GENERAL

11.1 Acceptable Conduct

- a) Respect and general consideration by all members for all other members and all users of the Estate shall be exercised at all times.
- b) 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 in conflict with harmonious living, is strictly prohibited. This specifically includes but is not limited to the beating of drums and the playing of loud music.

11.2 General Estate Standards

- a) Verandah/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or items of similar nature, which in the opinion of the Board, are aesthetically unpleasing or not complementary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.
- b) Garage doors and courtyard gates must be kept closed at all times other than when legitimate ingress or egress is taking place.
- c) Commercial signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, and the like). This rule shall not apply to the regulation notice board required by the Project Guidelines for the erection of or alterations to units nor to the Security signs depicting zones or warnings on the perimeter fence.
- d) All decorative house name boards must conform as to size, colour and position, with the requirements of the Association.

- e) No flags or flag poles may be displayed or erected on private residential units on the Estate. [This rule shall not apply to the Association or Club property provided the approval of the Association has been obtained].
- f) The positioning of satellite dishes, any external T.V. or radio aerials and all external air conditioners must be authorised by the Association prior to installation.
- g) The use of any kind of shade cloth, if visible to the public, neighbours or golfers, is prohibited. [This clause shall not apply to the required screening of building alteration and construction worksites]
- h) The style and colour of external awnings are prescribed by the Association and authorisation for their erection must be obtained prior to installation.
- i) Plans for the proposed construction of any private swimming pool must be submitted to the Association and then to the Local Authority for approval. All pools are required to be fenced in accordance with the Local Authorities' regulations. Specifications of the type of fencing permitted on the Estate are obtainable from the Association's office.
- j) Garden tools, garden appliances and any equipment or storage units utilised by residents in respect of their own private gardening endeavours should be stored away within the resident's home, garage or garden shed. These are not to remain outside in the garden or on common property.
- k) The Association reserves the right to request Owners to remove anything in the garden or attached to the unit which is unsightly and not in keeping with the general aesthetic standards required of Owners in and around their properties.

11.3 Functions

Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking problems and the general disturbance of and inconvenience to other residents.

On an estate such as ours, the obvious place to hold a function is at the Club - it is correctly positioned close to the main gate with plenty of parking and is specifically equipped and geared to handle all catering and entertainment requirements.

For the purpose of the following clause "functions" shall mean any celebratory function, party, meeting, ceremony, reception, event, or gathering, etc. where more than 30 people may be attending.

Special permission for the holding of a function within the Estate, must be timeously sought prior to the intended date of such function. Such permission will not be lightly given and in considering the approval of such an event, cognisance shall be taken by Management of the position of the residence in relation to gates and to neighbours, parking availability, hours of the 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 import to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the Board.

Any private outside gathering at a residence may not extend past 22h30, after which time the gathering must move indoors. General noise levels and music being played may not interfere with any neighbours. The use of laser lights, strobe lights or any other form of flashing lights is strictly prohibited on the Estate

11.4 Sundry Restrictions on the Estate

- a) Private, religious or commercial advertising notices, pamphlets, signs, publicity material or brochures are not permitted to be distributed to houses on the estate or to be displayed on the Estate. (This rule shall not apply to legitimate notices to residents from the Association or from the Club).
- b) Canvassing for, or the promotion of, political parties, religious bodies or other affiliations is not permitted on the Estate.
- c) Public auctions, jumble sales or any other form of sales on any property are not permitted without the prior written permission of the Association.
- d) Lighting or letting off of any form of fireworks is prohibited at all times.
- e) Slaughtering of animals, birds or reptiles is prohibited.
- f) The Association may relax the provisions of rules 11.4 (d) and (e) for bona fide religious purposes subject to Local Authority regulations and such terms and conditions as the Association may determine in order to preserve the amenities of the Estate.
- g) Burial of carcasses anywhere on the property is not permitted and their disposal shall be the responsibility of the Owner through private arrangement with the Local Authority and the cost thereof shall be for the Owner.
- h) Curing of meat, skins, fish or reptiles is prohibited.
- i) Feeding of monkeys and wildlife is prohibited. It is an offence to shoot a monkey or any animal on the Estate.
- j) No person shall deface any property on the Estate by writing, drawing, spraying or in any other manner whatsoever.

- k) Shutdown: no contractors will be permitted onto the Estate during shutdown at the end of every year. The shutdown period is over the December festive period, with dates obtainable from the Association's offices. Swimming pool and garden contractors and any other contractors attending to bona fide emergency repairs will be permitted onto the Estate during this period.

11.5 Use of Roads/Vehicles

- a) The roads throughout the Estate are for the use of all, whether on foot, skates, cycles, golf carts, vehicles or trucks. In our 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 youngsters. This applies whilst using the roads in both Estate 1 and Estate 2.
- b) The general speed limit throughout the Estate is 30 kilometres an hour (and in Estate 2 it is 40 kilometres an hour), unless otherwise designated. No person shall drive any vehicle whilst in Estate 1 or Estate 2 in contravention of this rule and any other provision of rule 11.5 and any reference to "Estate" in this rule shall mean both Estate 1 and Estate 2 insofar as it pertains to the operation of vehicles.
- c) Pedestrians must be given the right of way on the roads within the Estate and golfers must be given the right of way at their applicable crossings. Golf carts shall have the right of way over other vehicles within the Estate.
- d) No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's licence. Engine powered vehicles, cars and motorcycles as may only be operated on roads. Sidewalks, open lawn areas and cart paths are 'out of bounds' to vehicles subject to (l) below.
- e) Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited.
- f) The use of car hooters within the Estate is prohibited except in case of emergency warning.
- g) Parking on sidewalks, open-lawn areas or on the road alongside the entrance to a driveway to residence is prohibited, and parking may only take place in areas so designated for that purpose. This does not exclude the reasonable use of the sidewalks and lawns for a limited period when circumstances warrant it i.e. contractor vehicles and visitors who cannot be reasonably accommodated within the parking area of a dwelling. However, parking overnight on sidewalks, verges and Community Centres is strictly prohibited.
- h) All caravans, boats and trailers may be parked inside the Estate only with the written permission of the Association and only in areas suitably screened and approved by the Association.

- i) No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Association, and subject to special conditions as may be laid down in that consent. (This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations).
- j) Scooter bikes, beach or dune buggies, off road bikes, or any other motorised vehicles or scooters, etc. with noisy engines/exhausts may only be driven in a quiet manner to get between residences or to allow access from the gates to the residence and back. These vehicles may not use the golf cart paths or the underpass between Estate 1 and Estate 2.
- k) Skates (skateboards, in-line skates, roller blades, roller skates, cycles etc.) may not be used on the roads in any way which causes a nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating and get off the road when pedestrians or vehicles approach. The use by skaters of the road-dividing kerbs at gates is not permitted.
- l) Golf carts may be driven on the Estate by licensed drivers only. They may not be driven across lawns, or around parking areas and must stay strictly on the internal Estate roads or on cart paths or on the golf course when playing a legitimate round of golf.
- m) Accidents (Collisions) on the Estate involving damage to persons or property are incidents reportable to the police. It is the Owner's/Resident's responsibility to obtain comprehensive insurance in this regard covering their vehicles, golf carts, and damage to persons and to property. No claim in this respect may be brought against the Association.

11.6 Refuse Collection

The collection and removal of domestic refuse is under the control of eThekweni Municipality and is carried out at times and frequencies determined by them.

- a) All domestic refuse shall be placed in black plastic bags, supplied by the Local Authority, and concealed in a suitable rubbish bin, provided by the Owner, which is placed in an appropriate place within his/her property and screened from public or neighbour's view and is to be closed and latched down. On prescribed days and times, the bags must be placed in a monkey-proof bin on the sidewalk outside the residence in preparation for collection. Bags may not be placed on the sidewalk on any other day nor on the night before collection days.
- b) 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. All waste bins are to have a suitable latch device on them so as to prevent the refuse from being removed

by Estate animal life (eg. Monkeys) or from being blown about on the roads and common areas by the wind.

- c) In the case of Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service, the Owner shall make special arrangements with the local authority or a private contractor for its removal and all costs thereof shall be for the Owner's account.
- d) No paint cans or tins or any other hazardous materials may be left out on the verge for collection under any circumstances. The resident is responsible for ensuring that these materials are disposed of correctly.

11.7 Noisy Power Tools

No noisy power tools may be used on weekends and public holidays such that a disturbance is caused to other residents.

11.8 Responsibility for Minors

Minors, like all other persons, are required to abide by the Rules of the Association. Should any minor breach any of the Rules of the Association, the Member/s 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.

11.9 Drones

Although the use of drones is permitted for the purposes of photography and for reasons pertaining to Estate Management & Security, under no circumstances may drones be used in a manner which, in any way, could be construed as an invasion of privacy. 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. 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.

- a) Drones weighing more than 7 kilograms may not be flown over the Estate.
- b) Drones may not be flown within 50 metres of people or private property (without permission from the affected property Owner/s).
- c) Drone pilots must maintain a visual line of contact with their drones at all times while in flight.
- d) Drones may only be flown during daylight hours.

- e) Any operation of drones for the purposes of marketing properties on the Estate would need to be under the express authorisation of the resident concerned, who will remain bound by the rules set out above.

12. LETTING/SELLING A UNIT

Prior to letting or selling, Owners should consult with the Association's Office in order to become fully familiar with all the relevant requirements and procedures.

12.1 Consent of the Association Required when Selling or Leasing

- a) The consent to sell/transfer/lease/rent a property within the Estate as well as to renew or extend a lease must first be obtained by the Owner in writing from the Association by way of a clearance certificate. Such consent shall be subject, *inter alia*, to all dues having been fully paid and all other conditions of the Association, the Estate and the Club having been satisfactorily discharged.
- b) Consent, as above, shall not be given unless and until the Association is satisfied that the prospective Owner or Lessee and all persons who will be occupying the property is of good standing befitting the Estate and the Mount Edgecombe Country Club and the nominee Owner or nominee Lessee has been accepted for Membership of the Club or is already a Member of the Club.
- c) Under no circumstances may units be purchased or rented in order to provide accommodation for domestic employees.

12.2 Conditions for Leasing

- a) An Owner wishing to lease his unit, or any part of his unit must, together with the proposed tenant, complete the formalities, requirements and documents, as well as comply with the specified conditions, as prescribed by the Association for the proper installation of tenants. The Association's prescribed lease agreement without any alteration (save for those approved by the Association) and the Association's documentation fee must be paid. Only Association appointed letting agents may be used.
- b) The Owner must inform his tenants of the rules of the Estate. Any contravention of the rules by any such tenants shall be deemed to be a contravention by the Owner.

12.3 Conditions for Selling or Transferring

- a) The Association's written consent to transfer a unit/property 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.

- b) Any intended purchaser is obliged as part of any sale and purchase agreement, to become a member of the Association and the Mount Edgecombe Country Club.
- c) Without limiting the generality of sub-rule 12.1(b) the Association shall have the right to withhold or refuse to grant its consent to transfer of any unit/property to a particular purchaser in circumstances where the consent to lease or renewal of any lease of any unit/property within the Estate by that purchaser or that purchaser's spouse (or where the purchaser 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 withdrawn and/or where that purchaser or that purchaser's spouse (or where the purchaser 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 Mount Edgecombe Country Club, despite any such withdrawal of consent, suspension or expulsion being subject to appeal or otherwise in dispute.
- d) An Owner shall be required to use the Association's prescribed documents (including the Contract of Sale) when alienating or otherwise selling any property on the Estate.
- e) Notwithstanding any other rights which the Association may have in terms of these rules, if an owner fails to comply, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the relevant rule has been complied with in all respects.
- f) The Association will not consent to any transfer resulting from a sale by auction, unless such auction was held as a result of a court order
- g) In all sales, the following fees are to be paid by the Purchaser:
- Levy Stabilisation Fund
 - Debentures to the Club
 - Club Membership Fees
- h) 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 the Estate. 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 the Estate 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.
- i) 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 Agency (defined below) 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, but not obliged, to differentiate between the rate of the Departure Levy in respect of private sales and sales concluded through an Appointed Agency and may charge a higher rate to private sellers and a reduced rate to Appointed Agency in consideration for the differential administrative burden to the Association in both situations.

j) Use of Estate Agencies

a. An Owner wishing to dispose of a unit within the Estate and who requires the services of an Estate Agency in regard to such disposal must arrange the sale through the Appointed Estate Agency/Agencies approved by the Association (an "Appointed Agency") and must conclude a written mandate agreement stipulated by the Association with the Appointed Agency; and

b. The Board of the Association 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 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 Appointed Agents.

c. An Owner may use an "outside estate agency" not approved by the Association, but such outside agency shall work only on a referral basis through one of the Appointed Agencies who will brief the outside agency as to the various conditions and requirements of the Estate and stipulations under which they will be required to operate. The commission for any resultant sale shall be by arrangement on a referral basis between the actual selling agency and the Appointed Agency.

k) Private Sales

Where an Owner wishes to sell privately and does not wish to use an Estate Agency, this may be done provided it is a genuine private sale, but, in order to ensure all requirements of and obligations to the Association are met prior to the actual sale, the final sale documentation must be arranged through the Association's Office, for which a fee will be charged.

12.4 Transfer of Access Procedures

Owners may not under any circumstances hand over their access cards to the new purchasers or tenants. Such cards must be handed in at the Association's Office for cancellation. New purchasers and tenants must apply for and pay for their own new individually registered security access and biometrics.

13. ALTERATIONS AND ADDITIONS TO A UNIT

13.1 Prior Approval

Prior to undertaking any alterations and additions of any sort, the Owner must comply with the Association's guidelines setting out the requirements and procedures for the approval of such alterations and/or additions.

No construction or installation may commence prior to the complete Association and Local Authority approvals having been received.

13.2 Design Control Guidelines

The design, aesthetics and construction of all extensions, alterations to buildings and the addition of fences, plunge/swimming pools, gazebos and jaccuzis and the like shall strictly adhere to all the Association's requirements and to the comprehensive "Design Control Guidelines" and "Development Controls" pertaining to the particular village.

The required plans, forms and details, as set out in the requirements, must be submitted, along with the request for approval, to the Association.

13.3 Local Authority Approval

Once approval is obtained from the Association, the plans must be submitted to the Local Authority for approval. (It being a condition that the Association's prior approval is submitted to the Local Authority).

13.4 Local Authority Certificate of Occupation

New work consisting of extended or altered floor area may not be occupied without the addition or alteration first being granted the Local Authority's "Occupation Certificate".

14. APPROVAL OF CONTRACTORS, SUB-CONTRACTORS, LANDSCAPERS AND THE LIKE

The Association shall be entitled to stipulate approval criteria for all architects, 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.

15. FAILURE TO COMPLY WITH THE RULES

15.1 Consequences of Non-Compliance

Failure by an Owner to comply with the provisions of any rules may result in:

- a call for an explanation and/or an apology and/or

- a reprimand and a request to comply and/or
- the imposition of a penalty and/or
- the withdrawal of any previously given consent applicable to the particular matter and/or
- an order to pay for any damages resulting from non-compliance with any rule and/or
- application to the Courts or to CSOS for the enforcement of the rule/s.

15.2 Penalties

In terms of clause 8.6 of the Memorandum of Incorporation, the Board is empowered to impose reasonable financial penalties for failure to comply with the Conduct Rules. The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Association Management, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

In principle, the process for the correcting of breaches against the Estate regulations set out in these Conduct Rules, and any associated guidelines or regulations, will be that the offending Owner will be notified in writing of the existence of a breach condition and any applicable penalty imposed for such breach as well as the required remedy. The Owner will be given a period of up to 21 days to rectify the breach or to come to an acceptable arrangement to do so, approved by the Association (at its absolute discretion) to carry out the necessary remedy. In addition to the imposition of any penalties which Management may consider to be appropriate, failure to do so within the stipulated period will result in the Association's right to have the breach remedied by the Association and the cost thereof recovered from the Owner concerned.

Any penalties imposed for the breach of or non-compliance with the conduct rules and/or the costs to be recovered from an Owner (where such remedy has been carried out on the Owner's behalf by the Association, as described in the paragraph above), shall be deemed to be part of the levy due by the Owner.

Should any resident feel aggrieved by any penalty decision taken made by the Association Management, he/she may, after having paid the penalty, lodge an appeal within 7 days of the penalty being paid, to the Board of the Association, via the 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 would be different to that imposed by the Estate Management.

15.3 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.