

**EUPHORIA
HOME OWNERS ASSOCIATION
("Association")**

HOME OWNERS ASSOCIATION RULES

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 by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with others' enjoyment. Genuine respect and consideration by all residents for one another will obviously assure agreeable accord on the Estate. In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration. The Board of your Association, in terms of the Articles of Association, is given the power to make 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. Quite rightly, the Articles of Association require the Rules to be reasonable, binding, and to apply equally to all members. Based upon this rationale, the Rules should be seen to be 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 (fines) to be paid by those members who fail to comply with the Rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any Rule by application to the courts.

1. PROMULGATION OF RULES

a. Regular revision and publication of Rules

As from the date of promulgation of these Rules they shall all apply forthwith and all Residents /owners shall be required to abide thereby. In terms of Clause 8 of the Articles of Association, the Board has the power to make, add to, amend or repeal these Rules. These Rules will be re-printed on a regular basis, and will include any changes or amendments made in the preceding period. The date of the update will be printed at the foot of each page. For the purpose of these Rules, "Owner" means a Purchaser, Member, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee or Guest.

b. Conflict of existing practice with new Rules

Any existing practices in conflict with the new Rules shall cease immediately, unless otherwise resolved as follows:-

Where a specific conflict arises between a new Rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may be approached via the Estate Manager, requesting (or the Board in its own right may decide) consideration be given to allow 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 and shall be binding on all parties.

c. Contravention of Rules by "Others"

Any contravention of the Rules by any person who gains access to the Estate under the authorization of a member shall be deemed to be a contravention by that member.

2. ARCHITECTURAL GUIDELINES

a. Construction of dwellings

All houses/dwellings on the Estate are to be designed by Architects and built by Building Contractors approved of by Association in terms of the Articles of Association. All gardens are to be maintained in accordance with standards determined by the Association.

b. Designs to comply with guidelines

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the Association prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions, gazebo's etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Architectural Guidelines", "Town Planning Controls" and "Landscaping Guidelines" for the Estate.

c. Plan approvals

The procedure to be followed in respect of the submission and approval of plans will be included under the Architectural Guidelines and / or rules. No construction or installation may commence prior to full Association and Local Authority approvals.

d. Certificates of Completion

No dwelling may be occupied without first having been cleared by:- The Association's certificate confirming that the buildings have been erected in accordance with the approved plans and that the requirements of the specific guidelines have been met and the Local Authority's Occupation or Beneficial Occupation Certificate.

3. USE AND OCCUPATION OF A UNIT

(NB: "Unit" means land, stand, dwelling, and outbuilding)

a. Use of a Dwelling

The use of a dwelling shall be governed by the Mookghopong Local Municipality Town Planning Scheme in force at the time, or any other approved scheme applicable to the Estate from time to time. A unit may be used for residential purposes only. (i.e.: No trading whatsoever will be allowed, nor will any business operations which necessitate staff/clients visiting the dwelling /accessing the estate, or the registration of the premises as a business premises in terms of the Town Planning Scheme). (This Rule does not prevent the use of properties zoned for commercial use being used for commercial purposes).

b. Occupation

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

c. 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, the golf course, the game reserve or any of the common areas and must be reasonably screened from the direct view of neighbours.

d. Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the EIA (if applicable), 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).

e. 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 may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to the likes of external air conditioning units, awnings, etc. even when not directly attached to the building).

f. Fences

No fencing of individual erven is allowed on the estate. No swimming pool fencing may be erected.

g. Swimming Pools

All swimming pools are required to be fitted with safety netting.

h. Gazebo's

Plans for gazebos must be approved prior to installation.

i. Garden/Tools Sheds

Freestanding sheds for tools or gardening equipment are prohibited.

j. Doll/Play Houses

Free standing doll's houses, children's play houses or jungle gyms (play centres) in gardens require written permission from the Association prior to installation and such items shall only be allowed provided they are in line with the style and amenities of the Estate, and will have no possible detrimental effects on neighbours. It is recommended that liaison be made with neighbours before any of the above are applied for.

4. UPKEEP AND MAINTENANCE OF RESIDENCES

a. General House Maintenance

The exterior of every "freehold" dwelling together with fences, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate.

b. Standards of House Maintenance

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, or Body Corporate, to carry out the necessary improvements within a specified time.

c. Failure to Comply

Should the Owner or Body Corporate 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 or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

5. UPKEEP AND MAINTENANCE OF GARDENS

a. General Garden Maintenance

The Association requires an acceptable standard of garden design and garden maintenance. The garden service contractor may not offer less than the minimum standard, nor may the owner accept less. Owners are to negotiate their own contract with the garden services, and are responsible for the conditions of payment. Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

b. Failure to Comply

Should the Owner or Body Corporate 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 or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate. Where in the opinion of a member and Estate Management a garden service provider is not maintaining the standard expected, the member may change

the provider, and the Association will consider the suitability of the garden service provider to remain accredited to the Estate.

c. Garden Refuse

Garden refuse generated privately by an Owner or Body Corporate must be placed in green "NLC" plastic bags (to be supplied by the Owner or Body Corporate) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse in the specific area of the Estate. Garden refuse may not be put out on any day other than the appointed one, nor overnight, nor over weekends. Garden maintenance services should be contracted to remove garden refuse as part of the contract.

d. New Gardens

The installation of first time, initial or new gardens shall comply with the procedures and guidelines as laid down by the Association. Owners of property on which residences have not yet been built are required to keep the property cleared and in a clean condition. Where in the opinion of the Association the condition of a garden or undeveloped property is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

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

Absolutely no pets of any description are allowed to be kept on the Estate.

7. SECURITY

All Security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.

a. General Security Procedures

All owners of residences are required to install only alarm systems approved by the Association. This is to ensure that the alarm system may be connected into the overall security system for monitoring.

b. Messenger of Court, Sheriff of the Court and Police

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person/s to be served, etc will not be obtained. However, Security will ensure valid court orders; warrants, etc are produced before they are allowed in. Security will escort such persons to the premises and ensure all relevant laws and ordinances are followed, and the minimum publicity occurs.

c. Vacant Houses

It is advisable to report vacant or unoccupied houses to Security. Security will conduct daily inspections on the property to ensure all is well for the period the house is unoccupied. Contact numbers and key holder information must be supplied to Security in case of an emergency. Owners must ensure that burglar alarms are armed and all windows and doors are secured prior to leaving.

d. Emergency evacuation

If at any time a need arises to evacuate in part or the whole of the Estate, instructions will be given as to the congregation point. Main congregation points will be determined. Owners must ensure that if an evacuation is required, each person on the property has been evacuated to the appropriate congregation point.

e. Reporting to Security

Security is a shared responsibility. Owners must report any suspicious or unlawful occurrence to Security immediately it is seen or perceived.

f. Access discs

Access discs are issued to an individual only. Only property owners, tenants, or persons authorised to work on the Estate may be issued access discs. An access disc may not be used by anyone other than the person to whom it is issued. Access discs may not be handed over to family, friends or others with the intention of allowing them free entry to the Estate. Only one disc may be issued per person. Each person issued an access disc has been classified into a particular security level. Each security level has different permissions related to access points, times and authorities. The general rule is residents have 24 hour access at all points and everyone else has limited access based on specific gates, times allowed and days of the week permitted.

Each owner is responsible for the safe keeping and proper use of his/her individual access disc and shall not permit the use thereof by unauthorised persons. (It should be noted all exit/entry movements are recorded on the security system and are identifiable to each individual). Access by access disc to the Estate is limited to residents, to registered domestics, and to other authorised and security-cleared persons. Additional access discs for non-resident family members of owners are subject to individual application and to approval by the Security Committee. On application for an access disc the applicant must produce the original and a copy of his/her Identity Document. Discs are obtainable from the Estate Security Control Room. Procedures are in place to monitor the swapping of or loan of discs to persons other than who they were issued to. If any person, other than the authorised holder, uses an access disc, it will suspend until reactivation is authorised by the Estate Manager. (See Rule 13.) Residents: every family member who may enter or leave the Estate must be issued an access disc. Therefore, children who are permitted to enter and leave the Estate on their own must be in possession of a disc. As stated, Discs are the method of identifying an individual and their authority to freely enter and exit the Estate. In the event of the loss of a disc, the loss should be reported to security immediately so that the disc can be de-activated.

g. Security - Gates and Booms

Every member shall stop at all security control gates/internal booms, then proceed by operating the access disc. Should a member not be in possession of an access disc, or should the automatic system not be operating, the member may only proceed on being allowed to do so by the guard on duty.

h. Pedestrian access

All pedestrians going through the gates must use their proximity access discs and proceed through the pedestrian turnstiles. Visitors are not permitted to traverse the Estate on foot. The person being visited must uplift his/her visitor from the gatehouse. Non-disc holders are not permitted to walk on the Estate unaccompanied by a resident.

i. Access & egress to and from the Estate

Access and egress to and from the estate is controlled. No person may enter the Estate without having prior authorisation and having been cleared by Security. Security is permitted to detain any person on exit to determine his/her identity prior to allowing them to leave. Between 22h00 and 05h30 all persons (including residents) leaving the Estate will have their identity confirmed by the guard on duty, who will obtain permission from the senior security

officer on duty before the person is allowed to leave the Estate. The guard may ask for certain individual information from the person to confirm identification. Security personnel will be given strict instructions to ensure that they positively identify all persons leaving the Estate between these times. This is necessary to ensure the identity of persons driving out at night.

j. Visitor procedures

Day visitors:

Are defined as any visitor entering and exiting the Estate during the course of one calendar day. All visitors must be confirmed prior to their arrival at the Estate. If this is not possible, Security has been given instructions only to allow visitors' entry after confirmation has been made with the resident. The resident must be at home, or prior arrangements must have been made with the security manager, in order for the visitor to be allowed in. All visitors will be signed in a "Visitor Register" and may be issued with a visitor's card. On exit, the card must be returned to the guard. On exit, the visitor will be signed out after the guard has confirmed the details of the visitor. The guard will ensure a record of the number of people who entered matches the number leaving; if not, the guard will make enquiries and investigate the whereabouts of missing persons.

Overnight visitors:

Are defined as any visitor remaining on the Estate after 23h00 on the day of entry, and leaving before 23h00 on the following day. The resident must report overnight visitors to Security. Security has been tasked with ensuring all visitors that have entered during the day have left by 23h00. If a visitor is expected to stay over this time, it is advisable to phone Security and inform them. Security has been instructed to check with the resident if a visitor has not left by 23h00.

Extended stay visitors:

Are defined as visitors who will be staying over on the Estate for 2 nights or more, whether for the purposes of house sitting or other. Visitors who will be staying over for a number of days must be reported to, and authority obtained from, Association Management who, in turn, will inform Security. The visitor will be issued with a temporary visitor access card allowing them access to and from the Estate. This access card will only be enabled for the period of time for which the visitor has approval. The access card must be returned to the Security Control Room on leaving the Estate. A deposit will be payable for the temporary access card.

k. Contractor procedures

Contractors are defined as any person/company appointed to construct buildings, do alterations to residences or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate. All contractors must be registered through the Association Security Control Room before entry is allowed. All contractors who will work on the estate for a period of more than 3 days must obtain discs to allow them access into the Estate. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day but less than 3. Each person entering on a temporary permit must be in possession of a valid identity document, which will be handed to Security at the gate on entry to the Estate and handed back on leaving. No contractor is allowed to walk on the Estate. Each person must be transported onto and off the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being removed from site.

l. Gatehouses

Gatehouses are strictly out of bounds except to security personnel and other authorised persons. Abuse of Guards, is strictly prohibited. *(NB. It should be noted that, under normal circumstances, guards are not permitted to operate the gates/booms for any individual without such persons using an access disc, as this defeats the whole basis of the recording system of entries and exits).* Tailgating (i.e. proceeding through the gates or booms when operated by the vehicle in front of you) is prohibited.

8. USE OF ROADS

The roads on the Estate, in spite of being 'private', are in fact used by the public. Because of this, and for the safety of all Residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, whether on foot, skates, cycles, golf carts, cars, buses or trucks and, in this exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially parents.

a. Speed Limit

The speed limit throughout the Estate is 40 kilometres per hour. Any person found driving in excess of 40kph, or in a dangerous manner, will be subject to a warning for the first offence; R500 fine for the 2nd offence; R1,000 fine for the 3rd offence. 4th and subsequent offences will be referred to the Rules Committee.

b. Pedestrians and Golfers

Pedestrians must be given the right of way. Golfers at their applicable crossings also have right of way. Golf carts shall have the right of way over other vehicles within the Estate.

c. Operating Restrictions for Vehicles

No person shall operate any vehicle upon any place within the Estate without a valid driver's license or, in the case of a golf cart being used for the purpose of playing golf, a valid cart permit issued by The Golf Club. Engine powered vehicles, cars and motorcycles may be operated only on surfaced roads. Sidewalks, open lawn areas and cart paths are 'out of bounds' to vehicles. Golf carts and bicycles may use cart paths, provided no golf is in progress and disrupted by such activity. Jogging along paths is also permitted outside of normal golfing hours. Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede the driver's ability to control the vehicle, is prohibited. Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

d. Parking

Parking on sidewalks and open lawn areas, or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.

e. Scooter Bikes/Dune Buggies/ Off-road Bikes / Quads

None of these types of vehicles will be permitted to be used on the Estate, except for those authorised for Estate Management in the execution of their duties. Any vehicle as described will not be allowed entry onto the Estate. They will be held in safekeeping by security at the access gates.

f. Caravans and Boats

All caravans, boats and trailers shall be parked only in areas set aside for this purpose, if available. Should such areas be fully occupied or unavailable, caravans, boats and trailers may be parked inside the Estate only with the written permission of the Association and only in areas designated by the Association, if provision has not been made to accommodate them at residences.

g. Golf Carts

Only electric powered golf carts will be allowed on the Estate. Golf carts may be driven by persons over 16 years of age only. They may not be driven across lawns, on common property 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. Golf Carts may not be driven on the golf course unless when playing golf or when the course is declared "too wet". Players must always check with the pro-shop that carts are permitted. The Club and the Association may require the registration of all golf carts. All golf carts are required to be painted in the approved colour and be numbered as required by the Association. Only home owners and Members will be permitted the use of private carts.

h. Skateboards, In-line Skates, Roller Skates

Skates 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 cause of safety, parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches.

9. SPORTING, RECREATION AND COMMUNITY FACILITIES

Members of the Association are obliged to be members of the Country Club, and membership resignation is not permitted as long as remaining an owner on the Estate. Members shall at all times abide by all the Rules of the Club in force from time to time.

a. Estate Swimming Pool

In the event of an estate swimming pool being built, swimming will be allowed only between the hours of 05h30 and 21h00 each day. An adult must continuously accompany children under the age of 10. Radios and music players, if used around the pool, should only be at very soft and muted volumes. Pool furniture may not be removed from the

facility. The pool must be used in such a way as to not create an unreasonable nuisance or disturbance to those residents living in close proximity thereto. No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other uses. No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only the appointed persons (outside agents or specially authorised residents) may operate the equipment. Surfboards, cold drink cans and hard objects of any sort are totally prohibited in the pool.

b. Community Facilities

Community facilities are for the use of members and their guests only. The facilities may be booked for special communal functions or occasions for Estate residents through the Association's office. Under no circumstances may community furniture or equipment be removed from the facility. It is the duty of whoever uses the facility to clear away all rubbish, stack away the cushions and chairs, and leave the place in a clean and tidy condition. Any damage to facilities is to be reported to the Estate Manager and if any such damage is due to the actions of a resident, any repairs will be to their account.

c. Horse Riding

Horse riding may become available within the Estate. This will only happen if a separate commercial stable is established. If horse riding becomes available, the Rules shall be amended to include the relevant requirements to control the use of horses on the Estate.

d. Dams / Lakes / streams and rivers

Lakes /streams/dams/rivers, etc where they are part of the Estate, have certain area of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto the lakes/dams/rivers. Swimming, boating, floating or sailing in any of the dams, lakes, streams or rivers is prohibited.

e. Camping

Private camping is not permitted anywhere within the Estate. Commercial tented camps may be established on the game reserve property, which will be accessible to residents by booking through the appropriate channels.

f. Picnicking

Picnicking is not permitted on any common property under the jurisdiction of the Association, other than in areas specifically demarcated for such use.

g. Boating

Boating is not permitted on any dam/lake/stream under the jurisdiction of the Association.

h. Fishing

Fishing is permitted in some of the designated dams, rock pools and rivers under the jurisdiction of the Association, using light dam or river rods. The use of large rods and any form of net is prohibited. These dams will be clearly demarcated as available for fishing. Fishing is only allowed on a catch and release basis.

i. Firearms

Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited, save in self-defence, or where authorised in special circumstances by the Estate Manager.

j. Country Club

All members of the Association and their guests shall at all times abide by the Rules of the Club.

10. GENERAL

a. General Conduct

Respect and general consideration by all members and residents for all other members and all users of the Estate should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other members or residents, or their rights, in any manner deemed by the Association to be unacceptable to harmonious living, is strictly prohibited.

b. Helicopters

No Helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Estate Manager. *(This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations).*

c. Domestic and Garden Refuse.

All domestic refuse shall be put into black plastic bags purchased by the owner and kept in an animal proof bin, purchased by the Owner, in a suitable place within his property and screened from public or neighbours view. On prescribed days and times the bags must be placed by the resident in the animal proof collection bins ready for collection. Garden refuse may be put out with domestic refuse but in green bags as directed under upkeep and maintenance of gardens. 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 refuse contractor or a private contractor, and all costs thereof shall be for the Owners account.

d. Curing of Meat, Etc.

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

e. Signs

No signs may be displayed on the Estate (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, Estate Agents and the like). *(This rule shall not apply to the regulation notice board required by the Guidelines for the erection of new buildings, nor to Security signs depicting zones on the perimeter fence nor to Estate directional signage).* All decorative house name boards must conform as to size, colour and position, within the requirements of the Association. No flags, flag poles, or radio aerials on poles may be erected on private residential units on the Estate. *(This rule shall not apply to Association, Club or Commercial property, provided approval of the Association is obtained).* *Under special circumstances for religious reasons only, relaxation may be considered upon written application to the Board but no guarantee is implied that permission will be given.*

f. Satellite Dishes

Terrestrial and Satellite TV are both the prerogative and responsibility of the owners. Positioning of dishes and aerials is subject to permission being obtained from the Aesthetics Committee prior to installation, and provided that these are erected in accordance with the architectural guidelines.

g. Shade Cloth

The use of any kind of shade cloth, if visible to the public, neighbours or golfers, is prohibited, other than on building sites.

h. Awnings

The style and colour of external awnings are controlled by the Association and authorisation for their erection must be obtained from the Aesthetics Committee prior to installation.

i. Adverts/publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to owners from the Association.

j. Hooting

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

k. Auctions/Jumble Sales/Garage Sales

Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Estate Manager).

l. Use of and Conduct in Open Spaces

The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaiing at an authorized function, or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose at a community or picnic site. Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Estate Manager. Disturbing, harming or destroying any wild animal or bird

is prohibited. *(Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Manager)*. 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. Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided. The pollution of any river, rock pool, lake, dam, pond or stream is prohibited.

m. Fire Wood

No wood may be collected from anywhere on the Estate for any purpose without approval of the Estate Manager. Dead woods forms an integral part of the natural eco system and may not be removed or disturbed.

n. Domestic Employees:

For the purpose of these Rules, Domestic Employees shall be defined as "any assistant" paid by the Owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening, and like chores. All domestic workers must be approved and registered by Association. They must be registered by their employer as and when they are employed. The registration will last for one year or until revoked by the resident, whichever occurs first, whereupon it has to be renewed. Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register their domestic employees regardless of whether they are employed by more than one resident and have already been registered. Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner and recorded in and out at the gates each day. Owners shall be responsible to ensure their employees /workers comply with all security requirements as well as all rules of the Estate. Only one domestic employee per household may be accommodated on the Estate. If accommodated on the Estate, domestic employees are to be housed in the residence of the employer. Separate domestic quarters as such are not permitted on the Estate. If a domestic employee is resident within a household, Security has to be advised at the time of registration. If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. All domestic employees, whilst on duty on the Estate, are obliged to wear the Identity Card issued to them by Security and carry their access disc. Domestic Employees are not allowed to receive visitors on the Estate. During their off-duty periods, domestic employees are not to wander around the Estate, or visit other houses.

o. Resident employees and staff

All employees of residents, not classified as domestic employees, must be registered and obtain an access disc for entry to the estate. Access discs will be validated only for recognised normal business hours unless authorised differently by Association. *No employee is permitted to remain on the estate over night unless prior authority has been obtained from Association.*

p. Transport

Domestic employees must utilize their employer's transport or the Estate transport (if provided) to and from their place of employment and they are not permitted to wander around the Estate. If no such transport is available, they are to use recognized paths and roads. They are not permitted to walk across the Golf Course.

q. Au-pairs and nurses/critical care

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

r. Temporary domestic workers

A temporary permit must be obtained through security for domestic employees working for no more than 5 days. The domestic employee must hand in a valid Identity Document every day on entry to the Estate. This will be returned when the employee leaves. A domestic employee working for more than 5 days must obtain a temporary access disc from Security. Temporary domestic employees are not permitted to use Estate Transport and may not walk on the Estate, but must be picked up and dropped off at the gatehouse by the employer.

s. Fireworks

The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.

t. Parties and functions on the Estate

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 within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance

of and inconvenience to other residents. Special permission for a function to be held within the Estate, where more than 30 people may be attending, must be timeously sought, prior to the proposed date of such function. Such permission will not be lightly given and, in the unlikely event of permission being granted, cognizance shall be taken by the Association of the position of the residence in relation to gates and 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 other matters of importance 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 Estate Manager. Restrictions imposed on any function shall be strictly adhered to. *For the purpose of these clauses "functions" shall mean any celebratory function, party, ceremony, reception, event, or gathering etc. where more than 30 people may be attending.*

u. General Aesthetics/Standards

Veranda/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 displeasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate. Garage doors must be kept closed at all times, other than when legitimate ingress or egress is taking place.

v. Residential Guests

Favourable concessions for temporary Estate Access, for residential guests of members/owners, are available on application through the Associations Office. Abuse of temporary special facilities for residential guests of members/owners is not permitted. Such facilities are available strictly for genuine residential guests and are not available to, nor may they be used by casual day/weekend visitors/guests.

11. LEVY PAYMENTS

- a. Owners must pay levies in full and in advance by the 1st day of each and every month, preferably via bank stop order.

- b. Owners in arrears at the 7th of the month shall pay interest, (at 3% above the current prime overdraft rate of the Nedbank), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- c. Owners still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest (at 3% above the current prime overdraft rate of the Nedbank) on the full overdue amount up until the date of payment. Services provided by the Estate such as electricity and water will be discontinued at this time
- d. Owners 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 levy and treated as such). (In exceptional circumstances, where an Owner may have a singular problem regarding payment of dues, he may approach the Association in writing through the Estate Manager, with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting from there shall be entirely at the discretion of the Board).*
- e. Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Association.
- f. Owners who are "away" at month-end must make arrangements to ensure the Levies are paid by due date. (Being "on "holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of Levies). Members are encouraged to effect payment by way of debit orders which can be signed for at the offices of the Association or the Association's Accounting agent, and which are controlled by the Association and submitted to the Bank by the Association's accounting agent.

12. THE LEASE / SALE OF A UNIT

(NB: "Unit" means land, stand, dwelling, residence or part thereof)

Lease of a Unit

- 12.1 The consent in writing of the Association must be obtained prior to the renting/leasing of a unit, or a portion of a unit, which consent, subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance letter must be obtained from the Association.
- 12.2 Lessees must be of suitable standing befitting the Estate, and the names of such lessees must be provided to the Association along with the request for permission to lease, and a statement as to the duration of the lease. (The names are required for entering on the register of residents and for security identification and issue of access cards).
- 12.3 The Owner must inform the lessees of the rules of the Estate, and must be aware any contravention of the rules by any lessee shall be deemed to be a contravention by the Owner.
- 12.4 All leases are to be carried out through Leasing Agencies accredited to the Association, using the Association's lease agreement.

Sale of a Unit

- 12.5 The consent to sell or transfer a property within the Estate must first be obtained in writing from the Association and the selling/transferring Owner must have satisfactorily settled all his obligations to the Association prior to consent being given.
- 12.6 The transferee must agree to become a member of the Association.
- 12.7 An owner shall be required to use the Association's prescribed documents (including the Contract of Sale), when alienating or otherwise transferring his property on the Estate;
- 12.8 For reasons of security, the nature of the development of the Estate, and various matters about which any purchaser should become aware when buying into the Estate, if an owner wishes to dispose of his property, he

shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this Rule 12.

12.9 An Owner who wishes to dispose of his property shall:-

12.9.1 If he requires the services of an Estate Agent, subject to Rule 12.13, do so exclusively through an Estate Agency accredited by the Association or Developer;

12.9.2 Use the Contract of Sale drawn up by the Association;

12.9.3 Send the signed Contract of Sale to The Association to be checked prior to forwarding to a conveyancer.

12.10 If an Owner wishes to dispose of his property and use a non-accredited Estate Agency, the non-accredited agency is obliged to refer the sale through an accredited agency, who will ensure that the required documentation is adhered to. The referral fee is a matter between the two agencies.

12.11 Clause 13 of these Rules deals with the failure to comply with the Rules, but set out hereunder in clause 12.12, is a specific breach clause, which will apply in the event of an owner failing to comply with Rule 12.

12.12 If an owner fails to comply with this Rule 12, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects.

12.13 Where an owner wishes to sell a unit privately and does not wish to use the services of an Estate Agency, this may be done, but the final sale document MUST be arranged through an accredited Association Estate Agency for which a fee is charged. (This arrangement is necessary to ensure all requirements of, and obligations to, the Association are complied with prior to the actual sale).

13. FAILURE TO COMPLY WITH THE RULES

13.1 Failure by an Owner to comply with any 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 fine (which shall be deemed to be a part of the Levy due by the Owner), and/or
- the withdrawal of any previously given consent applicable to the particular matter, and/or - an order to pay for damages resulting from non-compliance with any rule, and/or - application to the Courts for the enforcement of the Rule/s.

13.2 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 Rules Committee, (appointed by the Board) who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

13.3 Should any owner be aggrieved by any decision made by the Rules Committee they may, within 7 days of the finding, lodge an appeal to the Board of Directors via the Estate Manager, giving their reasons for such an appeal. As a guide only, the amount of the fines which might be imposed will, at the Board's discretion, vary broadly between the general scale listed below:

Offence First offence Second offence or Disregard of fine

Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration : **R50 - R2, 000.**

Non-compliance: **R250 - R5, 000.**

Blatant disregard of rules or of legitimate instructions: **R500 - R10, 000.**

Unauthorised vehicles in game reserve: **R2, 000 - R10, 000** (The amount of fines is subject to amendment or review by the Association at its discretion).

13.4 Fines imposed for the breach of or no-compliance with the Rules shall be deemed to be part of the levy due by the Owner.

13.5 In respect of breaches of clause 6 and 8 of the Resident Conduct Rules, which are those most common, those clauses have been amended to incorporate specific sanctions.

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