



ESTATE RULES

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1 INTRODUCTION

- 1.1 These Rules are designed to promote and protect the high-quality lifestyle and the security to which Owners and Residents of the Estate aspire. The prime objective of these Rules and regulations is to preserve and enhance security, the harmonious internal and external control, the aesthetics and the environment.
- 1.2 These Rules have been established in accordance with the Constitution and may from time to time be added to, amended or rescinded in terms of the Constitution.
- 1.3 These Rules are binding on all Owners and Residents, as is any decision taken by the Trustees in the interpretation thereof. An Owner is responsible for ensuring that all members of their families, as well as their tenants, visitors, friends, invitees, contractors and employees abide by the Rules.

2 INTERPRETATION

Words used in this document, being the Rules, shall unless the context provides otherwise, have the meanings assigned to them as in terms of the Constitution (of Le Parc Residential Estate Master Home Owners' Association) as amended from time to time.

3 USE OF STREETS AND VEHICLES

- 3.1 In so far as appropriate, the provisions of the National Road Traffic Act, 1996 shall apply to all streets within the Estate.
- 3.2 No unlicensed vehicles may be driven on the streets in the Estate and only licensed drivers may operate and drive engine powered vehicles on the streets within the Estate.
- 3.3 A maximum speed limit of 30km/h shall apply, provide that lower speed limits may be imposed by the MHOA where deemed necessary.
- 3.4 The streets of the Estate are for the use of all Residents, whether it be on foot, roller-skates or the like, bicycle, wheelchair, motorcycle, any motorised means of transport, delivery vans or cars.
- 3.5 Residents are not permitted to use quad bikes, go-carts and golf carts on the streets within the Estate without the prior written consent of the Trustees.

- 3.6 Parking is prohibited on sidewalks, any grassed road reserve and open spaces unless such sidewalks and open spaces are designated for parking. Parking is therefore only permitted on designated parking areas and in driveways in front of garages. Overflow parking is allowed at Kleine Park from 18:00 until 06:30 and at the Park 18:00 until 08:00 weekdays and from Friday 18:00 until Monday at 08:00.
- 3.7 Children may not play in the streets of the Estate unless supervised by an adult. Parents are responsible for always ensuring the safety of their children.
- 3.8 No vehicles or motorcycles are permitted on the streets in the Estate after dark, except if they are fitted with suitable lights and reflectors to the front and rear of such vehicle or motorcycle.
- 3.9 Pedestrians and cyclists will frequently cross streets on the Estate and have the right of way. Motorists are reminded always to approach inter-sections or crossings with extreme caution.
- 3.10 Designated sidewalks on the streets within the Estate are for the use of pedestrians and cyclists only.
- 3.11 Cyclist must adhere to all the rules of the streets as well as these Rules regarding street usage.
- 3.12 Personal Mobility Devices (Electric Scooters, Electric Bicycles and Similar Devices)
 - 3.12.1 For purposes of this Rule, a "**Personal Mobility Device**" means any electrically propelled scooter, stand-up scooter, electric bicycle, self-balancing scooter, hoverboard, electric skateboard or similar device designed principally for the transportation of a person.
 - 3.12.2 Personal Mobility Devices may only be operated on Estate roads and areas designated for vehicular traffic and may not be operated in a manner which endangers or inconveniences other Residents.
 - 3.12.3 Every operator of a Personal Mobility Device shall wear a properly secured protective helmet whilst the device is in motion.
 - 3.12.4 No Personal Mobility Device may be operated at a speed exceeding the maximum speed limit applicable within the Estate from time to time.
 - 3.12.5 Any Personal Mobility Device operated between sunset and sunrise, or during conditions of reduced visibility, shall be fitted with a functioning front light and rear reflector or rear light.

- 3.12.6 Operators shall obey all stop signs, road markings and lawful instructions issued by security personnel and shall at all times operate such devices with due care and consideration for pedestrians, cyclists and other road users.
- 3.12.7 The following conduct is prohibited:
 - 3.12.7.1 reckless or dangerous riding;
 - 3.12.7.2 riding on the incorrect side of the road;
 - 3.12.7.3 carrying passengers unless the device is specifically designed for that purpose;
 - 3.12.7.4 using a mobile phone or similar device whilst operating the Personal Mobility Device;
 - 3.12.7.5 towing any object, vehicle or person.
- 3.12.8 Parents and guardians shall be responsible for ensuring that minors operating Personal Mobility Devices comply with these Rules.
- 3.12.9 The Trustees may prohibit the use of any Personal Mobility Device within the Estate if, in their reasonable opinion, its speed, power, operation or condition poses a safety risk to Residents or other users of the Estate.
- 3.13 Motor vehicles causing excessive noise, gaseous emission, leaking fluids, or vehicles, which are deemed un-roadworthy by the security of the Estate, will be refused permission to enter the Estate or be removed from the Estate by the security officers of the Estate.
- 3.14 The horns of motor vehicles may not be sounded at any time on the Estate, except as a warning of imminent danger or in the case of an emergency.
- 3.15 Subject to the consent being obtained from the Estate Manager, heavy vehicles are not allowed access to the Estate on Saturdays, Sundays, or public holidays, nor before 08:00 and after 18:00 on weekdays. Vehicles with an axle loading in excess of 8 tons per axle are not allowed access to the Estate.
- 3.16 The flying of drones, or any other type of unmanned aircraft, is strictly prohibited in (and over) the Estate. Should there be a specific requirement to fly a drone on or over the Estate, an

application must be submitted to the MHOA in writing stating the reasons for the request furnishing confirmation that all Civil Aviation Authority requirements have been met.

- 3.17 No helicopters, gyrocopters, microlights aircraft or hang gliders shall be permitted to land on the Estate except in case of emergency.
- 3.18 No persons are allowed on construction sites without prior approval from the MHOA.

4 PRIVATE DWELLINGS, GARDENS AND ADJACENT AREAS

4.1 Ensuring a pleasing streetscape

- 4.1.1 The collective pride of the Estate is dependent upon the contribution of every Owner to create a neat and pleasing streetscape. Residents are expected to maintain a high standard of garden and pavement maintenance.
- 4.1.2 Garden fences and/or walls and outbuildings forming part of the streetscape, should be regularly maintained and painted where necessary.
- 4.1.3 Building material may under no circumstances be dumped on the sidewalks or streets. The Owner will be liable for any damages in this regard.
- 4.1.4 No trees, plants or groundcover may be damaged, removed or planted from the sidewalks without permission from the Trustees. Planting should not interfere with pedestrian traffic or obscure the vision of motorists and structures such as fountains, rocks, large pots and planters may not be built or erected on sidewalks outside the stand boundary. Residents are responsible for maintaining trees, plants and shrubs planted inside their boundary and ensure that no flora declared noxious are planted inside the boundary of their Land Unit.
- 4.1.5 No structure of a non-permanent nature except a kennel or portable swimming pool may be erected. If the Owner receives a warning in respect of the aforementioned and refuses to remove such structures within 24 (twenty-four) hours of being requested to do so, the Trustees may remove such structures at the cost of the Owner.
- 4.1.6 Caravans, trailers, boats, equipment, tools, engine and vehicle parts, kennels, trampolines, jumping castle's, jungle gyms, dollhouses, portable swimming pools and water catchment tanks should be located out of view and screened from neighbouring Land Units and the street.

4.1.7 All landscaping, plants and all building and Improvements shall be of approved design and of sound construction and shall comply with the provisions of the Guide.

4.1.8 Irrigation of sidewalks is not permitted, and no water may run off nor spay directly onto the streets.

4.2 Laundry

Washing lines must be suitably screened from neighbouring Land Units and no clothes, washing-lines or other items may be hung where visible to the public and/or other Residents in the Estate.

4.3 Refuse

4.3.1 Refuse shall be kept in suitable containers which shall not be visible from the streets of the Estate, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors on the day/s assigned for collection, provided that the Trustees may, from time to time, by notice in writing to all Residents –

4.3.1.1 prescribe the type and size of refuse containers to be obtained and used;

4.3.1.2 provide directions in regard to any place designated for refuse removal;

4.3.1.3 require the payment of a reasonable charge for the provision of such containers.

4.3.2 It shall be the duty of every Resident to ensure that any direction given by the Trustees from time to time is observed and implemented.

4.3.3 Where, in the opinion of the Trustees, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Trustees shall give the Resident wishing to dispose of such refuse such directions for its disposal as the trustees may deem fit.

4.4 Advertisements and promotional activities

4.4.1 The following activities may not be done at and within the Estate without the prior written consent of the Trustees:

4.4.1.1 Distribution of pamphlets, “flyers”, business cards or any other documentation or the placement thereof in Residents’ post boxes;

4.4.1.2 Door-to-Door canvassing on the Estate (including, but not limited to the selling of raffle tickets and donations);

4.4.1.3 Promotion of private functions such as art exhibitions, marketing and sales of products which involve members of the public.

4.5 Use of Land units

4.5.1 No Land Unit may be used for storage of materials and other activities not associated or compatible with residential usage, or which could present a danger or risk to the health or safety of any Resident.

4.5.2 Owners who allow their residence to be occupied by other persons must obtain from such tenant a written undertaking to comply with the Rules, which undertaking must be lodged with the Trustees.

4.5.3 A residence may not be used as a guesthouse, bed & breakfast or hospitality service.

4.5.4 Subject to the provisions of the Constitution, a dwelling shall be used for residential purposes only.

4.5.5 No Owner shall allow any bedroom (or room partially used as a bedroom) in a residence to be occupied by more than two persons.

4.6 Eradication of pests

4.6.1 An Owner shall or ensure that the occupier shall keep the property free of borer and other wood destroying insects and to this end shall permit the Trustees at all reasonable hours on notice (except in case of emergency, when no notice shall be required) to enter his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the property, replacement of any woodwork or other material forming part of such property, which may be damaged by any such pests, shall be borne by the Owner of the property concerned.

5 CONSTRUCTION OF DWELLINGS: COMMENCEMENT, CONTINUOUS CONSTRUCTION AND COMPLETION

5.1 Time period to complete

- 5.1.1 Every Owner shall ensure that a dwelling is completed on the Land Unit within 36 (thirty-six) months calculated from the date of registration of transfer of the Land Unit into the name of the first Owner who acquired such Land Unit from the Developer.

5.2 Commencement within 24 months

- 5.2.1 The Owner shall commence construction of the dwelling within 24 (twenty-four) months from the date referred to in sub-rule 5.1.1.
- 5.2.2 For purposes of this Rule, “**commence construction**” means the date on which the Owner, acting pursuant to building plans approved by the Local Authority and the MHOA (where required), commences physical construction works on the Land Unit by way of (as a minimum) the excavation for and casting/pouring of the dwelling’s foundations and/or footings. The following shall not, on their own, constitute commencement: site clearing, perimeter fencing, the placing of temporary site offices, the delivery or storage of building materials, pegging out, or the appointment of contractors. In the event of a dispute, the Trustees’ determination of the commencement date shall be final, subject to the Constitution.

5.3 Completion within 12 months after commencement

- 5.3.1 Once construction has commenced, the Owner shall complete construction of the dwelling within 12 (twelve) months from the date of commencement.
- 5.3.2 For purposes of this Rule, a dwelling shall be regarded as “**completed**” on the date on which the Local Authority issues an occupancy certificate (or equivalent certificate permitting lawful occupation) in respect of the dwelling. The Owner shall, within a reasonable time thereafter, deliver a copy of such certificate to the MHOA/Trustees. In the event of a dispute as to whether a dwelling has been completed for purposes of these Rules, the Trustees’ determination shall be final, subject to the Constitution.

5.4 Continuous construction (no suspension)

- 5.4.1 After commencement, the Owner shall proceed with construction continuously and diligently and shall not suspend or materially reduce building activities, save where

prevented by circumstances beyond the Owner's reasonable control (including, without limitation, force majeure events, industry-wide material shortages, or delays caused by municipal or regulatory approval processes), in which event the Owner shall notify the Trustees in writing of the cause and expected duration of the delay.

5.5 Successors in title

5.5.1 The time periods referred to in sub-rules 5.1 to 5.2.2 shall be binding on all successors in title. The sale, alienation or transfer of a Land Unit after transfer to the first Owner shall not cause the 36 (thirty-six) month period to recommence, and any successor in title shall only have the unexpired balance of the relevant period(s) available to comply.

5.6 Trustees' discretion to extend

5.6.1 The Trustees may, on written application by the Owner made before expiry of the applicable period, extend the 36 (thirty-six) month period (and/or any component period in sub-rules 5.2 and 5.3) on good cause shown, on such reasonable conditions as the Trustees may determine.

5.7 Breach

5.7.1 Failure to comply with this Rule shall constitute a breach of the Rules and may be dealt with in accordance with the enforcement, penalties and/or breach provisions applicable under the Constitution and these Rules.

5.7.2 Without limiting sub-rule 5.7.1 or the provisions of Rule 18, if an Owner fails to comply with any time period or obligation set out in this Rule 5 (including the requirements to commence construction, to continue construction and to complete construction within the prescribed timeframes), the Trustees may, after giving written notice of such non-compliance, impose a penalty equal to **three (3) times** the normal levy payable in respect of that Land Unit, **per month or part thereof** during which the non-compliance continues, which penalty shall be debited to the Owner's account and shall be due and payable on demand.

5.7.3 Before imposing any penalty under sub-rule 5.7.2, the Trustees shall deliver a written notice to the Owner (i) recording the alleged non-compliance, (ii) calling upon the Owner to remedy the non-compliance (where capable of remedy), and (iii) notifying the Owner of the Trustees' intention to impose the penalty contemplated in sub-rule

5.7.2. The Owner shall be afforded not less than 7 (seven) days from delivery of such notice to make written representations to the Trustees and/or to apply for an extension in terms of sub-rule 5.6.1. After considering any representations and/or application for extension, the Trustees shall notify the Owner in writing of their decision, and if the penalty is imposed, the amount, commencement date and payment due date. Any penalty imposed and debited shall be treated as a debt due by the Owner to the MHOA and may be recovered as if it were a levy (including the recovery of collection costs and legal costs on the scale permitted by the Constitution and applicable law). The monthly penalty contemplated in sub-rule 5.7.2 shall cease to accrue with effect from the date on which the Owner remedies the non-compliance or such later date as the Trustees may reasonably determine having regard to the circumstances.

6 USE OF THE COMMON PROPERTY (INCLUDING LE GRANDE PARK)

6.1 Access and use of the Common Property at own risk

Access to and use of the Common Property shall be entirely at own risk of any Owner or Resident and neither the MHOA, any Trustee or the Managing Company, or the Developer, accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any such person in the course of, incidental to or in connection with using the Common Property and its facilities; and each Owner or Resident hereby indemnifies and holds harmless the MHOA, any Trustee, the Managing Company, and the Developer, in respect of any harm, loss and / or damage sustained in the course of, incidental to, or in connection with using the Common Property and its facilities.

6.2 Right of admission

6.2.1 Common facilities within the Estate, such as the Park, are primarily for the use of the Owners and Residents and admission is therefore reserved for these persons only.

6.2.2 Rules relating to the usage of the Common Property are for the intention of serving the best interests for the proper use and enjoyment thereof by the Owners and Residents.

6.3 Compliance with existing estate rules, regulations and policies

6.3.1 Any Owner or Resident gaining access to the Common Property, must observe and comply with all Rules, regulations and policies, including those published on the

website of the Estate, and / or notices displayed and / or notification from time to time by e-mail to Owners and Residents.

6.3.2 Every Owner and Resident should, as far as possible, ensure that its invitees, including members of its family, visitors, employees and / or other guests, also adhere to these Rules relating to access to and use of the Common Property.

6.3.3 The Trustees of the MHOA may from time to time amend the Rules, regulations and policies in regard to the use of the facilities, including, but not limited to, the access to and times of access, to the Park.

6.4 Hours of access to the Park

Hours of access to the Park will be kept updated on the **MY ESTATE LIFE APP**. Please refer.

6.5 Rules to protect fellow Park users

6.5.1 Owners or Residents shall be responsible for the behaviours of their children, visitors and / or guests and shall ensure that their numbers at any time, is not such as to prejudice the comfort, enjoyment or convenience of other Owners and Residents wishing to make use of the Park.

6.5.2 Any person accessing the Park, shall not conduct himself in such a manner as is inappropriate, improper or indecent, causes a nuisance or disturbance to any other person visiting the Park.

6.5.3 No person entering or exiting the Park shall do so at any other place other than any gate or access point indicated for that purpose.

6.5.4 Vandalism (damage) to Common Property and any structure erected therein will not be tolerated. Any damages caused will be for the account of the person responsible for such damage.

6.6 Activities not allowed

6.6.1 Games such as cricket and hockey (except when played with a soft ball), golf, bow and arrow shooting or any other game that may cause nuisance, harm and possible injury to other users are not allowed.

- 6.6.2 The driving or riding of quad bikes, motor bikes, electric scooters, electric bicycles, skateboards, hoverboards, bicycles or any other motorised or non-motorised Personal Mobility Device within the Park or other Common Property areas is prohibited, except where specifically authorised by the Trustees.
- 6.6.3 No selling or displaying for sale any goods, items or services will be allowed on Common Property.
- 6.6.4 No sleeping over or camping is allowed on Common Property.
- 6.6.5 Fires or braais are not allowed and no Weber or Weber like equipment may be used on Common Property.
- 6.6.6 The use of alcoholic beverages or other intoxicating substance are not allowed. Non-compliance herewith is subject to prosecution in terms of Municipal bylaws for public open spaces and / or penalties imposed by the Trustees.
- 6.6.7 No drones or any other battery- operated flying machines are allowed. Any such machine used in contravention hereof, may be confiscated by any Trustee.
- 6.6.8 Under no circumstances will loud music be allowed at any time during access by any persons to Common Property.
- 6.6.9 No boating, bathing or fishing is allowed in storm water catchment and retention area with associated water and wetland features in the Estate. Owners and Residents should be aware of possible dangers associated therewith and ensure that no unaccompanied children play in the vicinity thereof.

6.7 Events or private functions

- 6.7.1 Any person wishing to use the Park for an event or function, must submit an application to the MHOA describing the nature of the event or function with full particulars thereof and indicate the amount of people estimated to attend and should obtain written approval for such intended event from the Trustees, prior to the hosting thereof.
- 6.7.2 The Trustees have the right to allow or decline such applications in their discretion, or to cancel such event or function on reasonable grounds or that the event so held may be unlawful or is likely to result in public disturbance.

6.7.3 Picnicking is allowed in the Park, but only during daytime.

6.8 Conservation of Common Property and amenities

6.8.1 Flora

6.8.1.1 No person accessing Common property shall remove and / or damage the lawns, shrubs, trees or any other flora or structures, facilities and amenities.

6.8.1.2 Any person causing such damage, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

6.8.2 Fauna

No person accessing Common Property may hurt, shoot, injure, chase or trap any animal or throw any object at any animal on Common Property or anywhere within the boundaries of the Estate.

6.8.3 Rubble, refuse and pollution

6.8.3.1 No polluting or contaminating, or dumping, littering, dropping, burying or placing of any refuse, rubble, material, object or thing, or the permitting thereof by any Owner or Resident, will be allowed on the Common Property (including the Park, streets, pavements or the storm water catchment and retention area with associated wetland and water features), except in a container identified for that purpose.

6.8.3.2 The disposal of cigarettes or cigarette butts is strictly prohibited.

6.8.3.3 Owners and Residents using the Park, shall ensure that it is always left in a clean and neat condition after their use thereof. Owners and Residents are requested to pick up and dispose of any litter encountered on Common Property.

6.9 Access to construction sites

Visiting of any of the construction sites accessible from the Park-area, is not allowed.

7 CLUB HOUSE AND SWIMMING POOL

- 7.1 The Clubhouse and swimming pool are for the exclusive use of Residents and their accompanying guests who must be always accompanied by a Resident. The Owner or Resident must take reasonable steps to ensure that any of their guests, children and employees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the clubhouse.
- 7.2 A maximum of 4 guests per Land Unit are allowed in the clubhouse area so as not to monopolize the clubhouse, unless prior written consent is given by the Estate Manager
- 7.3 The clubhouse, the studio, and pool area are available to all Residents and their accompanying guests at the times stipulated on the signs at the gates and may not be occupied or used during the times when noise is limited elsewhere in these Rules.
- 7.4 Residents and guests are not permitted to bring outside food or beverages into the clubhouse premises. All food and drink consumed within the clubhouse must be purchased through the MHOA-approved vendor. This policy ensures compliance with health regulations, supports clubhouse maintenance, and promotes fairness among all Residents.
- 7.5 Exceptions may be granted for private events with prior written approval from the HOA Board, subject to applicable fees and conditions.
- 7.6 The clubhouse may not be exclusively reserved or dominated by any one Resident, and they may not obstruct the lawful use and enjoyment of the clubhouse area by any other Residents or their accompanying guests. The MHOA may charge for the use of the studio. The terms, conditions, rules, any membership requirement and fees shall be determined by the Developer during the Development Period, and thereafter by a resolution of the Trustees.
- 7.7 Residents must leave the clubhouse and playground area clean and tidy after use by them, failing which the MHOA may levy a reasonable fee and recover the costs from the Owner for cleaning, tidying, repairing, replacing or painting any area and recover any loss of income, as well as penalise or sanction the Owner according to these Rules. The Trustees may also restrict a Resident and their family and visitors' use of any facility for a reasonable period.
- 7.8 Children under 10 years of age must be always supervised by a person over 18 years of age at the clubhouse and pool area, or as required by any notices displayed on the Estate, the Local Authority bylaws and any legislation. Children may not play in the studio.

- 7.9 No glass or other breakable objects, including bottles and glasses are permitted in and around the pool.
- 7.9.1 The pool cleaning equipment may not be removed from the pool
- 7.9.2 Pool lights, spouts and machinery may not be tampered with in any way.
- 7.9.3 Nothing may be thrown into the pool that may damage or cause harm to the machinery or affect the water.
- 7.10 Access to and use of the clubhouse, pool, studio and all Common Property shall be entirely at own risk of any Owner or Resident and neither the MHOA, any Trustee or the Managing Company, or the Developer, accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any such person in the course of, incidental to or in connection with using the clubhouse, the pool, the studio and its facilities; and each Owner or Resident hereby indemnifies and holds harmless the MHOA, any Trustee, the Managing Company, and the Developer, in respect of any harm, loss and / or damage sustained in the course of, incidental to, or in connection with using the clubhouse, the pool, the studio and its facilities. The Member shall be liable to reimburse the MHOA immediately in full in respect of any and all losses or expenses incurred by the MHOA in undertaking the repairs or replacement and any damages claimed and legal costs incurred. The Member consents to these amounts being debited to their account and becomes payable immediately.
- 7.11 Residents and guests are to ensure that the gate to the pool areas are kept securely closed and always locked and to comply with all safety bylaws.
- 7.12 No animals or pets, except service dogs are allowed in any part of the clubhouse
- 7.13 No ball games that are a danger or inconvenience to other users are permitted in the clubhouse and pool area.
- 7.14 Residents must adhere strictly to the rules displayed at the entrance to the clubhouse and all signs inside the clubhouse area. Residents must always behave and dress in an appropriate manner, respecting the rights of other users of the pool, clubhouse and studio.
- 7.15 The right of admission to the clubhouse and surrounding area, and making use of the services of the SOMM Deli, and other services provided, are restricted to Residents and their guests, and the right of admission is reserved by the contracted operators of those services and by the MHOA.

- 7.16 Residents and guests must comply with the Rules regarding all behaviour, noise and dress codes and Local Authority bylaws and non-smoking regulations in the clubhouses area and on the Common Property.
- 7.17 The service providers at the clubhouse have been specifically delegated with authority to ensure that the clubhouse and the supervision of children rules are obeyed at all times.

8 FACILITIES

The facilities in the Estate are for the exclusive use of Residents and their invitees, subject to strict compliance with the Rules and policy relating thereto as may be introduced by the Trustees from time to time. Such facilities will be managed by the Estate Manager on behalf of the Trustees in accordance with the policy and Rules as stipulated on the entrance or board on/within such facility area or as are published on the Estate Website, or notification by email to Residents and such office shall ensure strict compliance with such Rules and policies by Residents to ensure the safety and the harmonious community lifestyle, as are envisaged and prescribed in the Constitution.

9 SECURITY

9.1 General

- 9.1.1 The security personnel employed or contracted by the Trustees are for the safety and protection of the Estate. They are tasked to control access to the Estate. Not only must Owners adhere to all security Rules and any amendments or new Rules introduced from time to time by the Trustees but are obliged to ensure that their employees, contractors, visitors, tenants and co-Residents also always comply therewith. Residents shall neither instruct security personnel to do anything, nor request any favours of whatever nature from them other than those tasks as approved of by the Trustees. The security protocol as may be introduced and published as a policy by the Trustees on the Estate website or circulated by email notice for implementation by the security personnel at the entrance gates should be always adhered to by all Residents.
- 9.1.2 Any person entering the Estate is required to treat all security personnel in a cooperative and patient manner. The security personnel may be authorised by the Trustees to search suspicious inbound and outbound vehicles as well as employees, contractors or visitors on foot.

- 9.1.3 No Resident may issue instructions to security personnel. All requests, queries and/or complaints regarding security matters must be directed to the Trustees through the office of Estate Manager.
- 9.1.4 Biometric or tag-systems, with licence and driver card scanning will be utilised at the entrance of the Estate in order to regulate access to the Estate for Residents, employees and contractors to the Estate and the Trustees may introduce such other access control systems as they may deem appropriate including innovations such as “one time pin codes” to regulate pre-arranged visitor access.
- 9.1.5 Security surveillance cameras are to be installed at strategic places which are to be monitored from the security control centre of the Estate. This includes the movement of all vehicles and people entering and exiting through the access points. All persons working or residing in or occupying any residence in the Estate should take care to conduct themselves circumspectly as any or all their actions may be recorded on the CCTV.
- 9.1.6 Electrified fence and perimeter CCTV are also to be installed as a first line of detection of unwanted activity.
- 9.1.7 The security personnel will be authorised by the Trustees to ensure compliance with the Rules and to report transgression thereof to the Estate Manager and where necessary to intervene appropriately, should circumstances so dictate.

9.2 House alarms & armed response

- 9.2.1 Residents are not allowed to acquire the services of external armed response security company, as no company other than the approved response security service will be allowed within the Estate.
- 9.2.2 Residents may not refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall/palisade fence or security related equipment. Residents must accept that security personnel may in cases of suspected security breaches have to gain access to their garden areas when occupants of a residence or unit are not home at the time.

9.3 Access control: visitors to residents, domestic workers, gardeners

- 9.3.1 All pre-arranged visitors to Residents are to be pre-announced to the security gate in accordance with the security protocol effective from time to time.
- 9.3.2 Residents must ensure that their visitors will always comply with the reasonable instructions of the security personnel at the entrance gate;
- 9.3.3 Security personnel may refuse access to the Estate:
 - 9.3.3.1 to any visitor ostensibly under the influence of alcohol or drugs;
 - 9.3.3.2 where access is not authorised by a formal Resident; or
 - 9.3.3.3 otherwise in terms of these Rules.

9.4 Access control: other visitors

- 9.4.1 Prospective buyers will only be allowed into the Estate if accompanied by the appointed sales representative.
- 9.4.2 A taxi may only enter the Estate if the Resident concerned has made prior arrangements with security personnel. Only the driver and the visitor will be allowed access. All other occupants must exit the vehicle and remain at the front gate.

9.5 Access control: tenants

- 9.5.1 Should any Owner let, license or otherwise part with occupation of his Land Unit, the Owner shall apply in writing (through the office of the Estate Manager) for the prior written consent referred to in sub-rule 9.5.2, not less than 7 (seven) days in advance of the date of occupation, and shall provide the information and documents prescribed in sub-rule 9.5.6. Such consent must be granted before occupation takes place.
- 9.5.2 No Owner shall let, license or otherwise part with occupation of a Land Unit (or any portion thereof) without the prior written consent of the Trustees, which consent may be administered by the office of the Estate Manager.
- 9.5.3 Such consent shall only be withheld if the Trustees are not satisfied that the provisions of these Rules (including the requirements set out in sub-rules 9.5.6 and 9.5.7) have been complied with and/or that the occupier has in writing agreed to be bound by the Rules.

- 9.5.4 For purposes of these Rules, the Trustees' 'consent' to letting relates to confirmation of compliance with the Constitution, these Rules and the Estate's security/administrative requirements, and does not constitute an endorsement of any tenant.
- 9.5.5 Without limiting Rule 18.2, occupants of any property within the Estate must ensure that their visitors, contractors and employees adhere to the Rules.
- 9.5.6 The request for consent above, which must be signed by the Owner, is to provide the following information regarding the intended letting:
- 9.5.6.1 A copy of the lease agreement (including as an annexure a copy of these Rules) together with a written undertaking by the tenant (in a form acceptable to the Trustees) to comply with these Rules, signed by the tenant (and, where applicable, adult co-occupants), as proof of acceptance of their obligations, as required in sub-rule 4.5.2;
 - 9.5.6.2 the number of occupants;
 - 9.5.6.3 a copy of the identity document(s) of the tenant(s);
 - 9.5.6.4 the date of occupation by tenant and the period of the lease;
 - 9.5.6.5 contacts details of the tenant(s), including mobile number(s) and email address(es);
 - 9.5.6.6 proof of a criminal record check (or police clearance certificate), in respect of the tenant (and, where applicable, each adult co-occupant), issued by a service provider approved by the Trustees from time to time, together with the written consent of the relevant person to the obtaining and processing of such information for purposes of estate security and access control.
 - 9.5.6.7 such other information as may be prescribed by the Trustees or the office of the Estate Manager.
- 9.5.7 The Owner shall be responsible for payment of an administration fee as charged by the office of the Estate Manager, in the amount as will be determined from time to time by the Trustees, as well as for any deposits payable to such office, for any security identification and/or security tags required. The Owner must ensure that it

would be possible for him to recover such amounts from the tenant in terms of the lease.

- 9.5.8 No tenant (or co-occupant) shall be permitted to take occupation of a Land Unit and no access credentials (including tags/biometrics/remote access permissions) shall be issued until the requirements of sub-rules 9.5.2, 9.5.6 and 9.5.7 have been fully complied with to the satisfaction of the office of the Estate Manager.
- 9.5.9 Where an Owner has submitted all information and documents required in terms of sub-rule 9.5.6 and paid all amounts due in terms of sub-rule 9.5.7, the office of Estate Manager (on behalf of the Trustees) shall notify the Owner of the outcome of the consent request within 7 (seven) business days; failing which, consent shall be deemed to have been granted, provided all required information has been submitted and no written request for further information has been issued within that period. The 7 (seven) business days run from the date of written confirmation of receipt of a complete pack.
- 9.5.10 The Owner shall notify the office of the Estate Manager in writing within 48 (forty-eight) hours of any change to the information supplied in terms of sub-rule 9.5.6 (including early termination, extensions, change of occupants, or vehicle details), failing which the Trustees may suspend or cancel access credentials issued.

10 NOISE AND DISTURBANCE

- 10.1 The volume of music or electronic instruments should be kept at a level so as not to create a nuisance to neighbours and Residents. Parties must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable dwelling between the hours of 22h00 and 08h00 in weekdays and 23h00 and 09h00 on weekends.
- 10.2 The do-it-yourself repair and maintenance of motor vehicles, or any other internal combustion engine vehicle, craft or implement, in plain view from the street areas, is strictly forbidden.
- 10.3 The use of power saws, lawn mowers and so forth (electric mowers are preferred), should only be undertaken between the following hours:
 - 10.3.1 Monday – Friday: 08:00 – 19:00
 - 10.3.2 Saturdays: 09:00 – 15:00

- 10.4 No mechanical maintenance, the use of power saws, lawn mowers and so forth is permitted on Sundays.
- 10.5 No disturbances, noises, smells, radioactive or annoying situations that may cause public discomfort will be permitted.
- 10.6 No braai or social gathering shall be allowed on common property without the consent of the Trustees.

11 FIREWORKS AND WEAPONS

- 11.1 No explosives, crackers, fireworks or any items of similar nature may at any time be exploded, lit or operated in dwellings, section or any part of the Estate.
- 11.2 No weapons, including firearms may be discharged on any part of the Estate, including private dwellings, except under circumstances, which would reasonably justify the use of a fire-arm or self-defence.

12 FIRE FIGHTING EQUIPMENT

Owners and Residents must familiarise themselves with the position of the fire hydrants/extinguishers in the Estate. Every Owner and Resident shall ensure that they, their occupants and visitors do not tamper with or use any fire equipment in the Estate other than in an emergency fire situation in terms of the fire regulations of the Local Authority.

13 VANDALISM

- 13.1 Vandalism (damage) to property will not be tolerated in the Estate. Any damages caused will be for the account of the person responsible for such damage.
- 13.2 All damages to Estate property will be restored at the perpetrator's expense (or that of his/her parents' in the case of a minor). Should damage be caused to the property of an Owner or Resident within the Estate, the Trustees will provide the Owner or Resident with all the information at its disposal with regards to such damage. Action will thereafter be at the discretion of the Owner or Resident that suffered the damages.

14 ANIMALS AND PETS

- 14.1 Except with the written approval of the Trustees no Resident may keep more than 2 (two) pets per Land Unit. Only animals posing no danger, noise or odours may be kept. Any cat or dog must carry an identification tag on a collar with the house number on it.
- 14.2 No poultry, pigeons, aviaries, apiaries, reptiles, insects, wild animals or livestock may be kept on an erf or in a residence, outbuilding, or any part of the Estate.
- 14.3 Dogs must be always kept on a leash on any part of the Estate when outside the boundaries of the specific residence. The Trustees reserves the right to remove and impound any pet with the Local Authority in the event of a contravention of this Rule.
- 14.4 It is the responsibility of the pet owner to immediately remove any fouling by that pet on any part of the Estate
- 14.5 Trustees may require any pet to be removed from the Estate, if,
 - 14.5.1 in their opinion, a pet causes an unreasonable nuisance to another person; or
 - 14.5.2 the pet is kept in contravention of these Rules; or
 - 14.5.3 conditions imposed by the Trustees in respect of their keeping are not complied with.
- 14.6 No pets are allowed in the enclosed facility areas.

15 SIGNS, NOTICES AND NAME BOARDS

All signs, notices of whatsoever nature and name boards to be in accordance with the Guide.

16 SELLING, LETTING, ESTATE AGENTS, SELLERS, BUYERS, AUCTIONS AND SHOW HOUSES / SALES OFFICE

- 16.1 In the event an Owner wishes to let a property (only permitted for periods longer than 30 days in terms of the Constitution), the Owner must comply with the requirements for letting and tenant access control set out in Rule 9.5, including obtaining the MHOA's written consent prior to occupation.
- 16.2 No notices or signage may be displayed on or at any place on or inside the Estate, nor at the entrances to the Estate and any such signage used by any agent, will be removed.

- 16.3 A duly appointed estate agent must always escort all potential buyers on the Estate. Potential buyers will not be allowed entry to the Estate unless so escorted and only after prior notification and appointment arranged by such estate agency with the office of the Estate Manager and security at the entrance.
- 16.4 In the event of any Owner wishing to market a property for sale on public auction, the auction will only be allowed to be undertaken within the Estate if prior approval has been granted by the Trustees who may lay down such conditions as the deem appropriate to protect the interests of the Residents.

17 COMPLAINTS / ARBITRATION

- 17.1 Should any dispute, question or difference arise between Members or between a Member and Trustees out of or in regard to:
- 17.1.1 the interpretation of;
 - 17.1.2 the effect of;
 - 17.1.3 their respective rights or obligations hereunder;
 - 17.1.4 a breach of these Rules,

such dispute shall be handled in accordance with clause 40 of the Constitution.

18 APPLICABILITY, ENFORCEMENT, DAMAGES AND PENALTIES

- 18.1 These Rules are binding upon Owners and Residents, their guests, visitors, contractors and any person employed directly or indirectly by the Owner or Resident for purposes related to their physical presence on the Estate.
- 18.2 Owners remain responsible at all times for the conduct of occupiers, tenants, employees, contractors, family members, visitors, and invitees to their residences, and for their compliance with these Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy including for any damages referred to in sub-rule 18.6 hereunder.
- 18.3 No indulgence or relaxation in respect of these Rules, or failure to enforce same in one or more instances, shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

- 18.4 If the conduct of an Owner or Resident or his or her visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner or Resident or visitor contravenes, breaches, disobeys or disregards a provision of the Constitution or this Rules, the Trustees may impose penalties and / or take appropriate legal action as provided for in the Constitution.
- 18.5 The Trustees may, from time to time, determine the amount of any initial and subsequent penalties. The Trustees will use the following guideline in determining penalties. In the case of a first transgression the penalty shall not exceed 10% (ten per cent) of the annual levy for that Land Unit, depending on the severity, which maximum may to be increased exponentially with 50% (fifty per cent) for every separate repeat transgression of similar nature.
- 18.6 A member shall be responsible for any damages caused by him or by any occupiers, tenants, employees, contractors, family members, visitors, and invitees of his to the MHOA as a result of any transgression of these Rules by him or by occupiers, tenants, employees, contractors, family members, visitors, and invitees.