



## ARABELLA COUNTRY ESTATE; HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS

### 1. INTERPRETATION

1.1 In these rules, unless inconsistent with or otherwise indicated by the context :-

1.1.1 **"the association"** means Arabella Country Estate Home Owners Association (Association incorporated under Section 21) (previously known as the Hermanus River Golf and Country Estate Home Owners' Association), registration number: 99/05542/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;

1.1.2 **"the constitution"** means the Memorandum of Incorporation of the association;

1.1.3 **"the directors"** means the directors for the time being of the association or their alternates, as the case may be;

1.1.4 **"the Estate"** means the whole of the land comprising Arabella Country Estate situate on Portion 4 (a Portion of Portion 3) of the farm Hermanus River No. 542 Caledon and which comprises a township area, golf course, hotel and common areas;

1.1.5 **"estate manager"** means the person appointed to that office by the association;

1.1.6 **"the golf course"** means the golf course forming part of the Estate;

1.1.7 **"member"** means a member of the association;

1.1.8 **"owner"** means the owner of an erf forming part of the Estate;

1.1.9 **"resident"** means any person who is resident at the Estate and



includes, owners and members of their families, their guests, their authorized tenants, any visitor to the Estate and any third party occupying an erf in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these rules;

- 1.1.10 “**rules**” means the rules as contained in this document;
- 1.1.11 “**vehicle**” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.12 any reference to the singular includes the plural and vice versa;
- 1.1.13 any reference to natural persons includes legal persons and vice versa;
- 1.1.14 any reference to gender includes the other genders;
- 1.1.15 words and phrases defined in the constitution bear corresponding meanings herein;
- 1.2 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these rules, notwithstanding that it is only contained in the interpretation clause.
- 1.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.6 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.



## **2 INTRODUCTION**

The Estate has been developed to provide a gracious, comfortable, safe and secure lifestyle for its residents. These rules have been adopted in accordance with the constitution in order to ensure and promote such lifestyle. These rules are not intended to limit the lifestyle and/or investment of home owners and residents, but rather to protect them and are binding equally on all residents. Accordingly, residents are not only bound by these rules but they are also protected by them. These rules are administered and enforced by the directors. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants) abide by these rules.

## **3 DOMESTIC REFUSE**

3.1 All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road or the golf course, except when placed on driveways (loose bags are not permitted) for purposes of collection by the Estate:

- Domestic refuse to be separated into 2 bags which the Estate will provide. Clear bag for recycling materials and a black bag for household domestic refuse.
- Garden refuse, in own bags, will be collected from Monday to Friday during working hours.
- Building and other rubble to be removed by the home owner.

## **4 DOMESTIC ANIMALS**

4.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept which shall be limited to 2 (two) pets per household, provided that such domestic animals may be kept only by owners and long term tenants not by guests and/or fractional ownership

schemes. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf. All domestic animals shall at all times be registered at the Estate Office and bear a tag which shall reflect the name, telephone number and erf number of the relevant owner. It is the responsibility



of the homeowner to ensure adequate provision is made for pets when the owner is not on the estate. As the Estate comprises a bird sanctuary, domestic cats are not encouraged, and will require specific Board approval, tag registration and compulsory neutering. No wild animals, reptiles, cattle or the like may be kept. If animals are brought onto or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either –

4.1.1 require the relevant owner to remove the animal from the Estate;  
and/or

4.1.2 itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

4.2 Dogs shall not be allowed out of a home owner's property unless under strict control and on a leash. Dogs are not permitted to be walked on the golf course during normal playing hours. If any dog damages any property or defecates on any property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be. **(See annexure 1, paragraph 1)**

## 5 SECURITY

5.1 No persons shall enter or leave the Estate at any point except at the entrance gate other than in extra-ordinary circumstances and with the prior written consent of the association.

5.2 Visitors shall be required to sign the vehicle access register at the main gate and will be supplied with a copy of the abridged rules

5.3 All vehicles entering and/or leaving the Estate shall stop at the vehicle entrance.

5.4 No vehicle shall enter the Estate unless admitted by the security guard on duty at the gate, except where the association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued



for the personal use of the person to whom it is issued and shall not be shared with or used by or transferred to any other person.

5.5 All residents present on the Estate for the duration of their guests stay shall advise the security of the identity and date of arrival of any person to be admitted to the Estate as an invitee of the resident concerned. Residents not present on the Estate wishing to allow guests, will have to comply with the Visitors Registration procedure. If security has not been advised of the arrival of any person in accordance with the provisions of this clause, security may (but will not be obliged) endeavour to obtain authority from the relevant resident to admit the person concerned to the Estate. If such authority is not obtained security will be entitled to refuse the person concerned access to the Estate.

5.6 The right of admission to the Estate shall be under the control of the association that may on any reasonable grounds deny any person access to the Estate.

## **6 DOMESTIC EMPLOYEES**

6.1 Residents' domestic employees are obliged to abide by these rules. Residents are obliged to supply their domestic with copies of these rules.

- Homeowners must register domestic employees. Completion of domestic employees registration form shall be required, and accompanied by a copy of the domestic identity document. The estate security manager will arrange an appointment with the domestic employee/s to take a photograph for his/her identity card. On arrival at the security gate, the domestic employees shall be required to sign the domestic register, receiving his/her identity card. On departure the identity card must be returned and the register signed. (The identity card stays on the estate at all times).
- All domestic employee/s shall be subject to :
  - a criminal check
  - copy of Identity Document to be kept on file at the estate office
  - polygraph testing should the need arise.

## 7 TRAFFIC

- 7.1 Heavy deliveries are not permitted without the consent of the association on Sundays or public holidays nor before 07:00 and after 18:00 on weekdays nor before 07:00 and after 15:00 on Saturdays.
- 7.2 Motorised or battery driven, inter alia vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licenses. (Excluding Estate, Hotel and Golf staff required to drive such vehicles in line with duty. (A formal competency certificate is required)
- 7.3 A maximum speed limit of 40 (forty) km/ph shall apply to main roads and 25 (twenty five) km/ph on residential roads, provided that lower speed limits may be imposed by the association where it deems fit.
- 7.4 The association may by means of appropriate signage give directions as to the use of roads or any portion of roads, or common areas.
- 7.5 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on or be visible from any roads, vacant erven or other common areas and may only be parked within those designated areas on the Estate. Any vehicle parked in contravention of this rule may be removed from the Estate by the association and the owner shall be responsible for all costs so incurred
- 7.6 No helicopters or any means of aerial conveyance may be landed at the helicopter pad or any other part of the Estate without the prior written consent of the Hotel Management.
- 7.7 The driving of vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the association for that purpose.
- 7.8 All golf carts owned by home owners are to be clearly marked by means of a sticker of standard size and colour as determined by the association on either side of the vehicle with the appropriate home owner number. These golf carts are to be registered with the estate security. **(See annexure 1, paragraph 2)**
- 7.9 The directors reserve the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and golf cart/pedestrian-crossings, that they in their discretion deem necessary.



## **8 OPEN SPACES AND ENVIRONMENTAL ASPECTS**

- 8.1 The association shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora.
- 8.2 No person shall do anything or omit to do anything that may in the opinion of the association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas and/or the golf course by owners, residents and their invitees.
- 8.3 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 8.4 Camping and picnicking are prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Fires may not be lit on private erven other than in properly constructed braai/fireplaces designed for that purpose.
- 8.5 No person shall conduct any gardening and/or landscaping on common areas and/or the golf course or pick any flowers or plants on or about the common areas (without the prior written authority of the association or pick any flowers or plants on or about the common areas. (Refer Landscaping Guidelines)
- 8.6 The association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.
- 8.7 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate other than in self-defense. Hunting and trapping in any manner is strictly prohibited excepting in the case of problem animals, and shall at all times be under strict control by estate management.
- 8.8 In order to effectively manage water resources, no borehole may be sunk.



## 9 DAMS AND LAGOON

- 9.1 No person shall launch any boat or craft of any description on any dam at the Estate except where estate personnel are carrying out specific or related tasks.
- 9.2 No water sport or fishing is permitted on or in any dam at the Estate and no person/animal shall enter any dam within the Estate without the prior written consent of the association.
- 9.3 No persons shall pollute or permit the pollution of any dam and/or lagoon and/or stream on the Estate.
- 9.4 Kayaks, wind surfers and similar *non-motorised* water crafts are allowed on the lagoon on the following conditions:
- Launched only from the designated Estate launch area.
  - All related environmental Legislation and By-laws should be adhered to.
  - Any person accessing the lagoon area do so at their own risk and cannot hold the Estate liable. Children under the age of 12 (twelve) needs to be accompanied by a responsible adult.
- 9.5 Fishing is permitted in the lagoon, on the following conditions:
- From the shore, only at the designated Estate launch area.
  - A valid Fishing License is required.
  - All related environmental Legislation and By-laws should be adhered to.
  - Any person accessing the lagoon area do so at their own risk and cannot hold the Estate liable. Children under the age of 12 (twelve) needs to be accompanied by a responsible adult.

## 10 GOLF COURSE

- 10.1 The golf course is a separately run entity within the Estate, is administered by its own committee and, accordingly, the use of the golf course is subject to the constitution and rules and the regulations of the Arabella Country Estate Golf Club.
- 10.2 No children under the age of 12 (twelve) are allowed on the golf course unless accompanied by a responsible adult.



- 10.3 Persons walking on or about the golf course must at all times strictly observe the etiquette of golf. In particular, no movement or noise or other distraction of any nature is allowed whenever a player is preparing to play or is playing the ball.
- 10.4 No person may walk on any green, tee or bunker on the golf course unless that person is actually playing golf. Similarly, no dogs are permitted on any green, tee or bunker.
- 10.5 No person may drive a golf cart on any green, tee or bunker.

## **11 LETTING AND RESALE**

- 11.1 These rules apply to and are binding upon all tenants and residents. An owner (or his agent) who intends to let an erf shall –
- 11.1.1 furnish his tenant with a copy of these rules; and
  - 11.1.2 furnish the association with a copy of the relevant signed lease which shall be for a minimum period of 6 weeks and which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association. **(See annexure 1, paragraph 4)**
- 11.2 Members or their agents shall give the association prior written notice of any tenants or guests who are to occupy the member's residence in the absence of that member. Every tenant shall be required to register at the security control room on arrival and sign a declaration that he is acquainted with the rules and acknowledged that these rules are binding on him, failing which the association shall be entitled to deny that tenant and/or guest access to the Estate.
- 11.3 If any tenant, guest, employee or other invitee of any member fails to comply with any of the provisions of these rules, the association shall be entitled to deny that tenant, guest, employee or other invitee access to the Estate.
- 11.4 Erven may be re-sold only through the agency of estate agents, who are registered with the Estate Agents' Board, which estate agents shall be required to abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine.



- 11.5 Any form of short term letting or advertising for short term letting is strictly prohibited. Short term letting is defined as any form of letting in which the owner of an erf allows a third party to occupy such erf for a period of less than 6 weeks , irrespective of such consent to occupy being in writing or verbally. Bona fide home owners are however allowed to make available their property to other fellow bona fide home owners for shorter periods, proviso the estate visitors' registration procedure is followed and the home owner doing so, takes full responsibility for any guests so accommodated. For the purposes of this rule, advertising includes but are not limited to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet. **(See 14. Commercial Activities) (See Annexure 1, paragraph 4)**
- 11.5 A tenant (or his agent) shall not, without the prior consent of the association, sub-let or part with occupation or control of any erf occupied by him in accordance with the provisions of rule 11.1 or any part thereof. Any tenant who intends to request the association for written consent to sub-let the property shall –
- 11.5.1 Furnish his sub-tenant with a copy of these rules; and
- 11.5.1 Furnish the association with the relevant signed sub-lease which shall be for a minimum period of 6 weeks and which shall contain a clause in terms of which the sub-tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association. **(See 14. Commercial Activities) (See annexure 1, paragraph 4)**
- 11.6 Any form of short term sub-letting or advertising for short term sub-letting is strictly prohibited. Short term sub-letting is defined as any form of letting in which the tenant of an erf allows a third party to occupy such erf for a period of less than 6 weeks, irrespective of such consent to occupy being in writing or verbally. Bona fide home owners are however allowed to make available their property to other fellow bona fide home owners for shorter periods, proviso the estate visitors' registration procedure is followed and the home owner doing so, takes full responsibility for any guests so accommodated. For the purposes of this rule, advertising includes but are not limited to any form of written advertising



contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet. **(See 14. Commercial Activities)**  
**(See Annexure 1, paragraph 4)**

## 12 CONDUCT

- 12.1 No washing of any nature may be hung or placed to dry except in areas specially designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.
- 12.2 Fireworks are strictly prohibited.
- 12.3 No unauthorised persons are allowed on any erf where building operations are under progress.
- 12.4 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the foregoing –
- 12.4.1 burglar alarms must comply with any regulations which the association may make with regard thereto from time to time;
- 12.4.2 all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 12.4.3 the use of noisy machinery and power tools outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;
- 12.4.4 all work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the association from time to time for building contractors, unless written approval is given by the association for building operations to take place outside such hours. Home owners must ensure that all builders/contracts comply with the rules and guidelines



12.4.5 loud music is not allowed and all other undue noise must cease between 23:00 and 07:30

12.5 In order to maintain the low density residential nature of the Estate, no member or tenant shall accommodate or allow the accommodation of more persons in any residence than the maximum number determined in accordance with the following schedule:

2 (two) bedrooms	6 (six) persons
3 (three) bedrooms	8 (eight) persons
4 (four) bedrooms	10 (ten) persons
5 (five) bedrooms	12 (twelve) persons

12.6 The following behaviour will not be tolerated:

12.6.1 consumption of alcohol in public or beyond the boundaries of the home owner's property and or designated social areas;

12.6.2 in possession of alcohol that is not sealed in the public area of the estate;

12.6.3 malicious damage to property;

12.6.4 driving any form of vehicle whilst under the influence of alcohol;

12.6.5 in possession of estate property unlawfully;

12.6.6 reckless endangerment of lives or animals/birds on the estate;

12.6.7 assault, attempt there-of, intimidations or threats of violence;

12.6.8 public indecency;

12.6.9 illegal trespassing.

12.7 All Estate bulk supply installations, waterworks, boreholes, sewage works, generators, pumps, etc. are strictly out of bounds to everyone other than the staff. Only organized tours will be entitled to gain access to these areas.



### 13 SYNDICATION OWNERSHIP

Syndication ownership of an erf forming part of the Estate **which shall include shareholding in a company and membership of a close corporation** is limited to 13 (thirteen) natural persons, irrespective of whether the natural persons –

- 13.1 are registered co-owners of the erf; or
- 13.2 hold an interest in any legal entity, which is the registered owner of the erf.

### 14 COMMERCIAL ACTIVITIES

- 14.1 The association is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the association, which consent shall not be unreasonably withheld.
- 14.2 Notwithstanding rule 14.1, the operation of guesthouses and the like is strictly prohibited. **(See annexure 1, paragraph 4)**
- 14.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate including golf carts, without the approval of the association. **(See annexure 1, paragraph 4)**
- 14.4 No door to door canvassing and/or selling is permitted. **(See annexure 1, paragraph 4)**
- 14.5 All forms of short term letting and short term sub-letting are strictly prohibited with the exception of overflow agreements with the Arabella Hotel & Spa in which homeowners can enter into. Homeowners wishing to avail themselves of this facility must register their homes with the Hotel and must ensure that their homes are compliant in all respects and that the levies are paid timeously. **(See annexure 1, paragraph 4)**



## 15 BUILDING REQUIREMENTS, CONSTRUCTION AND BUILDING PERIODS

- 15.1 The provisions of the MOI and rules relating to the construction of buildings shall be strictly complied with.
- 15.2 Without limiting the generality of 15.1, no building or structure shall be erected on the Estate unless the sketch plan submission requirements have been met and the plans, specifications and construction thereof comply with the architectural and National Building Guidelines annexed hereto marked **Appendix 2**.
- 15.3 A scrutiny fee as determined by the association from time to time shall be levied in respect of the scrutiny of any sketch plans and working drawings by the consulting architects and the association in the event that a member utilizes the services of a consulting architect not included in the pool of consulting architects appointed by the association from time to time.
- 15.4 Scrutiny fees for extensions, as built and alteration building plans is payable to the association.
- 15.5 If the architectural guidelines are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of the architectural guidelines, the matter shall be determined by GAPP Architects (acting through any of its directors whose authority and/or appointment it shall not be necessary to prove) and failing them for any reason, by such other architects as may be nominated by the directors.
- 15.6 The association shall be entitled to direct the relevant owner to effect maintenance work on his home should the association deem such maintenance necessary (**See annexure 1, paragraph 5**) or in the case of having external appliances installed after completion of the dwelling where these appliances are visible, such as air conditioners, gas bottles and washing lines, the owner will be notified in writing to close off or screen such appliances.
- 15.7 The appointment of building contractors is subject to the approval of the homeowner and appointed architect.



- 15.8 Every building contractor shall be required to abide by such rules and regulations as may be made by the association controlling construction activities and to sign such prescribed undertaking as may be determined by the association with regard thereto. A building contractor will not be allowed to undertake any building work on the Estate until such time as the undertakings referred to in this rule have been given. **(See annexure 1, paragraph 6)**
- 15.9 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the Estate.
- 15.10 Owners of vacant erven who exceed the 2 year building period will be liable to pay a penalty equal to R12 884 per month, commencing on the first day of the month following the expiration of the 2 year building period, which monthly penalty will be levied for every month thereafter until all construction and building operations on such property have been completed. The monthly building penalty will escalate annually by 10%, effective from 1 January 2018. Should the two year period have lapsed with regards to the previous owner whom the successor in title purchased the property from, the successor in title will be granted a 6 month grace period after registration but will not escape liability for the subsequent monthly building penalties. The penalties will therefore be calculated from the 7<sup>th</sup> month after date of registration. Furthermore, should a period of less than two years have lapsed, on the date of registration of the property in the name of the successor in title, the successor in title will only have the remainder of the original two year period with a minimum of 6 months, to adhere to this penalty clause. **(See annexure 1, paragraph 7)**

## **16 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

No person shall bring or permit any person to bring any substances into the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any of the residents or other person or which may result in the contamination of the Estate.



## 17 LANDSCAPING AND POOLS

All gardens and pools must be maintained by members to the standards required by the association.

**(See annexure 1, paragraphs 8, paragraph 9)**

- 17.1 In terms of the Record of Decision for Phase 1, the estate as a whole is bound by these terms. Home owners are expected to conform to the published list of approved fauna and any deviation may lead to penalties being imposed by the Board.
- 17.2 All pools must conform to the National Building Regulations in regards to pool fences (must be a permanent fixture) which specifies that no person shall have access to a pool from any street, public place or any adjoining site other than through a self-closing or self-latching gate.

## 18 ELECTRICITY SUPPLY

- 18.1 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 18.2 No person, other than a person specifically authorised thereto by the association or estate manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection. **(See annexure 1, paragraph 10)**
- 18.3 The members shall pay for the usage of electricity on a pay as you use basis. Electrical units will therefore be installed in each residential home at a charge determined from time to time by the association. Procedures, costs and all other aspects relating to the electrical system utilised on the Estate shall be determined from time to time by the association and communicated to members by the estate manager.



18.4 **SMALL SCALE EMBEDDED GENERATION (SSEG)/ALTERNATIVE POWER SUPPLY SYSTEMS**

Although we encourage going "Green" with alternative Energy/Saving products, we must do so without risk or harm to people or damage to property. Home owners therefore are required to request pre-approval for any SSEG/Generator/Inverter installation in writing.

SSEG installations need to comply with the FOLLOWING:

1. Compliance Certificate of the approved inverter to be supplied before commissioning. In-line with the Overstrand list of approved inverters.
2. Completed Arabella Commissioning Report to be supplied before the start.
3. Any such system should comply with NRS-097-2-3-SSEG, SANS 10142 and have Reverse power blocking protection. A Certificate of Compliance to be issued by a suitably qualified Electrical Engineer on completion.

For feeding into the Estate electricity reticulation, the installation of a certified Bi-Directional Net Electricity meter (Approved by the HOA) at the home owner's cost, to replace the pre-paid meter would be required. For 2019, the HOA will pass a credit of 70% of the estate electricity selling price per kWh input into the estate system. This % may be adjusted annually.

Home owners require pre-approval before installations as there are requirements that need to be adhered to.

For Generators, please refer to the Private Generator Procedure (Annexure 3)

19 **D.S.T.V. SERVICES**

Installation of satellite DSTV dishes must be according to the Aesthetic Guidelines. The Aesthetics Committee has the right to instruct the removal and repositioning of any dish not compliant. **(Annexure 1, paragraph 11)**

20 **DRONES**

Drones may not be operated within the boundaries of the Estate without the prior explicit and written approval of the Estate Manager.



## **21 FINES AND PENALTIES**

- 21.1 The association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit. The association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.
- 21.2 If any person damages any property on the estate (including inter alia the Golf Course) or contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the association in terms of these rules, the directors shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines and/or penalties on the person concerned. If the person concerned is a guest, tenant or other invitee of a member, that member will be liable for payment of such fine and/or penalties. Any fine and/or penalty imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the association forthwith on demand. If the person concerned is a person occupying an erf in terms of a purported short term lease or short term sub-lease, such person will be liable for payment of such a fine and/or penalty jointly and severally with the member.
- 21.3 The provisions of this rule are without prejudice to any other rights that the association may have in terms of the Constitution or at law.
- 21.4 The schedule of fines and procedures to be followed when imposing fines are set out in annexure 1, appeal procedures are set out in annexure 2

## **22 ENFORCEMENT OF THE RULES**

- 22.1 For purposes of the enforcement of any of the rules, the directors may –
- 22.1.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the association;



- 22.1.2 take such other action, including court proceedings, as they may deem fit.
- 22.2 In the event of any breach of the rules by any member's tenants, or his guests, or purported sub-tenant or purported short term lessee such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 22.3 Notwithstanding the foregoing, the directors may in the name of the association enforce the provisions of any rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

## **23 GENERAL RULES**

- 23.1 The association shall have control of the use of all recreational and entertainment facilities and all other amenities excluding hotel and golf course on the Estate and the directors shall have the right to levy charges for the use thereof. In general, where no specific rules have applicability, the directors reserve the right for the estate manager to make rules from time to time that he deems necessary. Such rules will be submitted to the H.O.A Board for ratification.
- 23.2 The directors reserve the right for the estate manager to amend the rules in from time to time in such manner, as he deems necessary, such amendments will be submitted to the H.O.A Board for ratification

Approved at the Board Meeting on 30 May 2019