

RULES OF CONDUCT

of

THE EDGE HOMEOWNERS ASSOCIATION NPC

HOME OWNERS' RULES

Happy and harmonious living within the estate is achieved when residents use and enjoy their private property as well as the common areas and other facilities within the estate, responsibly and in accordance with the rules

1. DEFINITIONS AND INTERPRETATION

1.1. In this document, the following words and / phrases shall have the following meanings ascribed to them:

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| 1.1.1. "Aesthetical Guidelines" | means the Architectural and Aesthetical Guidelines of the Association, made, amended and / or repealed from time to time, and annexed hereto as Annexure "A" ; |
| 1.1.2. "Association" | means the Association, as defined in the MOI; |
| 1.1.3. "Estate" | means the Estate as defined in the MOI; |
| 1.1.4. "Guests" | means the guests, invitees, agents, representatives and / or contractors, of the Members, Residents and / or Lessees; |
| 1.1.5. "Lessees" | means any person leasing any Stand, or any part thereof, including any building, or part thereof, situated on such Stand, or part thereof, within the Estate; |
| 1.1.6. "Members" | means the Members of the Association, as contemplated in the MOI; |
| 1.1.7. "MOI" | means the Memorandum of Incorporation of the Association; |

- 1.1.8. **"Nuisance"** means a person, thing or conduct (whether constituting an act or omission), which, in the sole opinion of the Association, causes unreasonable annoyance or inconvenience or aggravation, to another person or persons;
- 1.1.9. **"Open Areas"** means Open Areas, or Common Property, as defined in the MOI;
- 1.1.10. **"Property"** means the Property as defined in the MOI;
- 1.1.11. **"Residents"** means any person, other than a Member, who is also resident within the Estate, whether on a temporary or permanent basis, including without limitation the family members and / or friends of the Members and / or Lessees;
- 1.1.12. **"Rules"** means these Rules of the Association;
- 1.1.13. **"Stand"** means a Stand as defined in the MOI;
- 1.1.14. **" Vehicle"** means any motor vehicle, motor cycle or golf cart, designed or adapted for propulsion or haulage on any road by means of fuel, gas, electricity, or otherwise, including a trailer, a caravan, an agricultural or any other implement designed or adapted to be drawn by such motor vehicle, motor cycle or golf cart;
- 1.2. In these Rules, any reference to –
- 1.2.1. a gender shall include the other/s;

1.2.2. the singular shall include the plural;

1.2.3. person shall include a juristic person;

and vice versa.

1.3. Any reference herein to –

1.3.1. "**days**" shall be the days of the calendar week, including Mondays to Sundays, unless qualified by the use of "**business days**" in which event same shall be the days of the week excluding Saturdays, Sundays and

1.3.2. "Public Holidays" means such public holidays as may be proclaimed as such from time to time, in terms of the Public Holidays Act, No. 34 of 1994;

2. INTRODUCTION

2.1. The Association has introduced these Rules in order to ensure and promote an exclusive, harmonious lifestyle for all Members, Residents and Lessees, and to maintain the lifestyle and the ecosystem within the Estate.

2.2. The Rules shall be applied equally to all Members, Residents and / or their employees and / or their Guests.

2.3. The Association is entitled to prescribe, amend, add to or delete these or further Rules from time to time.

2.4. In respect of the interpretation of these rules, the decision of the Association is final and binding on all parties. The Association via its Directors shall have the right to fine transgressors of any regulations in relation to its seriousness; such fine shall be recorded via the levy invoicing system.

2.5. Members are obliged to ensure that all their Guests, Lessees, employees and / or Residents, are aware of the Rules and that they comply strictly therewith.

3. DISCLAIMER AND INDEMNITY

3.1. The use of the Estate, or any part thereof, by any person, shall be entirely at such person's sole risk,

- 3.2. The Association accepts no responsibility, and shall not be liable for, any injury or harm (including without limitation illness or any other form of harm) to or the death of, any person, or for damage to or loss of, any property, of any person, whatsoever, which arose, arise or which may in future arise, out of any cause whatsoever, including, without limitation, arising from –
- 3.2.1. any criminal and / or unlawful activities by any person or persons, whether present in the Estate by legal / lawful means or not;
 - 3.2.2. any interaction of whatsoever nature, with any fauna or flora, of whatsoever kind;
 - 3.2.3. any activity of whatsoever nature at or about the 3 (three) dams, including without limitation swimming and fishing;
 - 3.2.4. any failure by any person to within the estate to act in a reasonable manner;
 - 3.2.5. the conduct of any person acting on behalf of or in the employ of the Association, whether such conduct is negligent, grossly negligent or wilful.
- 3.3. Members of the Association shall hereby indemnify, and hold harmless, the Association, against any claim of whatsoever nature, by any person, including without limitation any claim for personal injury, harm (including without limitation illness or any other form of harm) to and / or the death of, any person, or for damage to or loss of, any property, of any person, whatsoever, which arose, arise or which may in future arise, out of any cause whatsoever.

4. ACCESS CONTROL

- 4.1. Any and all persons, including Members, Residents, Lessees, their employees and / or Guests, who do not have remotes, either with them at the time or at all, when entering and leaving the Estate, shall be obliged to report to the official on duty at the entrance gate, and complete the required information on a register.
- 4.2. Residents and Lessees may, on application to the Association, be given the privileges of entry and exit, enjoyed by Members, which privileges may not be unreasonably refused.

- 4.3. Members, and Residents and Lessees who have been given the privileges of entry and exit, may be issued with a remote in order to enter and exit the Estate without having to report to the official on duty at the entrance gate. The Association may, should they deem it reasonably necessary in the interest of the safety of the Estate and the persons therein, and in its sole discretion, revoke the permission of any person to possess a remote, which remote shall then have to be returned to the Association. In such an event, such person/persons shall be obliged to report to the official on duty as required in clause 4.1 above.
- 4.4. After the persons referred to in clause 4.1 have reported to the official on duty at the entrance gate, such official shall phone the Member, Resident or Lessee concerned, for confirmation that such person may enter, after which the official on duty may allow the person to enter into the Estate.
- 4.5. Members, Residents or Lessees who allow any person access to the Estate, shall be responsible for the conduct of such persons within the Estate, and shall ensure *inter alia* that such persons comply with these Rules of Conduct.

5. MAINTENANCE

- 5.1. Every Member shall be responsible for the due and proper maintenance of his or her Stand and shall ensure that same is maintained and / or kept, whether by such Member's Resident/s, Lessee/s and / or Guests and / or employees, in a neat and tidy condition, and in accordance with these Rules and / or the Aesthetical Guidelines.
- 5.2. All Open Areas shall remain the property of the Association, and all Members, Residents, Lessees and / or their Guests shall have a right to traverse thereon, subject to these Rules and / or any directions given by the Association.
- 5.3. Every Member shall ensure that the exterior of any improvement/s on his or her Stand/s, including without limitation the roof, paintwork, pipes and windows, is / are maintained in a good, workmanlike, neat and tidy condition, to the reasonable satisfaction of the Association. Should any Member not adhere to this Rule, the Association shall be entitled, but not obliged, to do or cause to be done, anything reasonably necessary, in order to have the exterior of any such improvement/s comply with this Rule, and to debit the cost thereof on the relevant Member's account.

- 5.4. Members are entitled to create, maintain and keep (or to allow their Residents and / or Lessees to create, maintain and keep) gardens, but only within their Stands, provided further that only such flora as may be indigenous to the local area, may be planted, grown or allowed in such gardens. The Association has the right at any time to restrict the creation, maintenance and / or keeping of gardens, on any Member's Stand, if the Association is of the opinion that such gardens are not in keeping with these Rules and the indigenous flora of the Estate.
- 5.5. No non-indigenous, noxious or prohibited flora shall be planted anywhere on the Estate. All Members, Residents and / or Lessees, including their Guests and / or employees, are required to comply with the National Environmental Management: Biodiversity Act, 2004 (Act no. 10 of 2004) – Alien and Invasive Species (AIS) Regulations.
- 5.6. Lawns may be created, kept and maintained in demarcated areas on Stands, on condition that that only approved grasses are used in respect thereof.
- 5.7. Every Member will be responsible for the removal of any noxious or prohibited flora (eg. Lantana) from his or her Stand, and to ensure that no such noxious or prohibited flora are planted, maintained, kept and / or grown in or on his or her Stand.

6. ROADS AND VEHICLES

- 6.1. No person may drive any Vehicle on any road or anywhere else, within the Estate, without being in possession of a licence to drive such vehicle, issued by the relevant authority.
- 6.2. All approved roads within the Estate, including without limitation the main vehicular roads and link roads to Stands, are for the movement of Members, Residents, Lessees and / or Guests, by approved vehicular means, only. For the avoidance of doubt, only such vehicles as may fall within the ambit of the definition of Vehicle, are allowed.
- 6.3. No person shall be permitted to drive any Vehicle or ride any bicycle, other than on clearly defined roads. Vehicles may not travel on the Open Areas in any manner that creates a nuisance or is considered by the Association not to be in the interest of safety or the environment.

- 6.4. The speed limit within the Estate shall be 30 kilometres per hour and road signs displaying this limit will be placed in and around the road system.
- 6.5. Save for Rule 6.4 above, all nationally, provincially and / or municipally enacted traffic legislation shall apply within the Estate.
- 6.6. The following vehicles shall not be allowed to be driver / ridden within the Estate:
 - 6.6.1. Scramblers and other off-road motorcycles;
 - 6.6.2. Four-wheel motor cycles.
- 6.7. Wildlife shall at all times have right of way.
- 6.8. Parents are responsible for ensuring that their children do not play on the any road or cause a nuisance to any Vehicle on any road. Despite the aforesaid, all drivers of Vehicles are obliged to take special care while driving so as to allow for the possible presence of people.
- 6.9. Vehicles may not be washed, dismantled or repaired on any portion of the Open Areas.
- 6.10. Damaged Vehicles or Vehicles that are not roadworthy may not be parked on the Open Areas other than for short period of time, as may be approved by the Association in writing. Drip oil and brake fluid from such Vehicles must be removed by the owner/s of any such Vehicle/s.
- 6.11. No person may park unattended Vehicles in areas other than those designated by the Association and Vehicles must be parked in such a way that the flow of traffic is not obstructed or hindered. The Association may cause to be removed or towed away, at the risk and expense of the owner thereof, any Vehicle parked, left standing or abandoned on the Open Areas in contravention of these Rules.
- 6.12. Garage doors must be kept closed at all times except when access to or from the garage is required. In the instance that it is an open garage, the area within the garage space should be kept in a neat and orderly manner.
- 6.13. No person may use the sounding device or hooter of a Vehicle within the Estate, except when such use is necessary for emergency purposes, on the grounds of safety.

7. SECURITY

- 7.1. Security within the Estate shall be paramount and each Member, Resident, and / or Lessee shall be obliged to ensure that such reasonable steps are taken in order to promote efficient and effective security within the Estate.
- 7.2. The Association has implemented, and maintains, security measures for and within the Estate, which include, without limitation, a guarded security gate and a game fence on the perimeter of the Estate.
- 7.3. In respect of the aforesaid security measures, the following shall be applied stringently:
 - 7.3.1. It is recorded that the perimeter fence and access control system serve a deterrent function and are not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the Developer nor the Association shall be held liable for any injury or loss of life, or damage or loss of property, suffered by any person as a result of any criminal or unlawful act.
 - 7.3.2. Every Member, Resident and Lessee must adhere to, and take any and all such reasonable steps in order to ensure that their Residents, Guests and / or employees adhere to, all security measures set by the Association.
 - 7.3.3. No person shall abuse, or circumvent, the security measures set in place by the Association.
 - 7.3.4. Security measures at any secured entrance shall be adhered to at all times. The entrance gate will be manned on such a basis as may be determined by the Association from time to time.
 - 7.3.5. All Members, Residents and / or Lessees who require security on their Stands shall install their own security system of the type recommended by the Developer.
 - 7.3.6. Any employees and / or independent contractors must be collected from and returned to the entrance gate by the Members, Residents and / or Lessees. No Guests and / or employees will be allowed into the

Estate without the authorisation of the Member, Resident and / or Lessee to be visited.

- 7.3.7. Any employees and / or independent contractors that has been registered and is in possession of an Estate ID card shall be allowed to enter and exit the Estate without being escorted by a member as stated in clause 7.3.6 above.
- 7.3.8. Any ID card system for permanent workers or temporary workers, estate staff and contractor representatives and their employees must be conscientiously enforced by every Member, Resident and / or Lessee, and every person in his or her employ.
- 7.3.9. All criminal and / or unlawful conduct, including without limitation actual or attempted at burglaries, robberies, hijackings or trespassing (including fence jumping) must be reported to the Association.

8. ARCHITECTURAL DESIGN

- 8.1. All Members, Residents and / or Lessee are required to and shall adhere to the Aesthetical Guidelines, which also forms part of these Rules. All Members, Residents and / or Lessees are therefore obliged to ensure that their contractors and sub-contractors are made aware of these Rules and that they duly and contractually bind themselves to these Rules
- 8.2. All contractors and sub-contractors are to adhere to the Aesthetical Guidelines, in effect from time to time, of the Estate.
- 8.3. All building plans, subsequent alterations and additions to existing structures must be in accordance with the Aesthetical Guidelines applicable to the Estate and must be approved by the Association's Architectural Review Committee in addition to and before being approved by the local authority.
- 8.4. No boundary demarcation of any type, in respect of individual Stands, is or shall be permitted.
- 8.5. No Stand shall be
 - 8.5.1. subdivided (for the avoidance of doubt, a subdivision does not include the registration of a servitude); and

8.5.2. used to establish a sectional title development.

8.6. No more than 8 (eight) persons per individual stand is permitted which, for purposes of this Rule 8.6 shall exclude the 2 (two) staff referred to in Rule 15. Should any stands be consolidated, the number of persons permitted on a consolidated stand shall remain 8 (eight). No more than 8 (eight) persons, including adults, children and staff may reside permanently on any stand. Stand improvements may not provide permanent accommodation for more than 8 (eight) persons. This rule does not apply to the stands demarcated by the Developer for a Lodge and a Guest House.

8.7. No fence may be erected, kept or maintained between Stands, save for pet fences to a maximum of 1.2 metres in height.

9. CONDITIONS WITH REFERENCE TO ALL CONTRACTOR ACTIVITY

9.1. No contractor or sub-contractor will be allowed onto the Estate unless he has concluded, and bound himself, herself or itself to, the Contractors Code of Conduct, annexed hereto as **Annexure "B"**, with the Association.

9.2. The conditions governing building activities, which are set out in the Contractors Code of Conduct, are Rules adopted by the Association and are therefore binding on all Members. Members are obliged to take such reasonable steps in order to ensure that their Residents, Lessees, Guests and / or employees bind themselves to, and comply with, the Contractors Code of Conduct, where applicable.

9.3. Members are required to include these Rules and the Contractors Code of Conduct, in their entirety, in any building contract concluded in respect of any Stand within the Estate, and all contractors must get prior approval from the Association before being appointed.

9.4. The Association has the right to suspend any building activity in contravention of any of these Rules and / or the Contractors Code of Conduct, and / or the Aesthetical Guidelines. The Association accepts no liability whatsoever for any losses by any person as a result of such suspension.

9.5. A Member may nominate his own contractor to undertake building operations, provided that such contractor is approved by the Association. It will be the

Member's responsibility to ensure that the contractor adheres to the Aesthetical Guidelines and Contractors Code of Conduct.

10. LETTING AND/OR RESELLING PROPERTY

- 10.1. A Member who wishes to sell or lease his or her Stand, personally or through an agent, is obliged to ensure that the agent is in possession of a copy of these Rules, as well as the MOI, the Aesthetical Guidelines, the Contractors Code of Conduct and that the Purchaser or Lessee is furnished with copies thereof and binds himself in writing thereto as from the date of occupancy or ownership, whichever is earlier.

An owner of a Stand shall be obliged to notify the Association in writing within 14 (fourteen) days of the date of conclusion of a lease of his Stand, or any part thereof, of the full names of the Lessee (including particulars relating to such other person who will reside on the Stand, or part thereof, together with the Lessee) and of the period of the lease. Similarly, a Member shall forthwith notify the Association in writing of the full names of any person granted any rights of occupancy.

The minimum lease period would be 6 (six) months from date of signing of Lease agreement.

- 10.2. All existing Lease agreements if any must be brought to the Associations attention for approval, on or before September 2018, where after the above rules would be applied strictly and no lease would be accepted without prior consent.
- 10.3. Should a Member wish to sell or lease his Stand, only an estate agent, approved and accredited by the Association, may be selected to manage the sale or lease, if the Member does not do so himself.
- 10.4. The Association reserves the exclusive right to review the accreditation of any agent and the policy relating thereto.
- 10.5. Accredited agents may only operate on an appointment basis and must at all times personally accompany prospective parties when entering the Estate.
- 10.6. No signboards shall be erected under any circumstances unless duly approved by the Association.

11. ADMINISTRATION AND LEVIES

- 11.1. It is recorded that the Developers of the Estate, are not liable to pay levies on any vacant Stand that they own in the Estate until such time as it has been sold or developed.
- 11.2. All levies are due and payable monthly in advance, to the Association on the first day of each month. Interest at a rate as determined in terms of the MOI, will be raised on overdue accounts. A further penalty will be raised on accounts outstanding in excess of 60 (sixty) days.
- 11.3. Should Member, Resident or Lessee fail to comply with any of these Rules, the Association is entitled to take legal action and to claim payment of such costs from the Member, Resident or Lessee, together with interest, as determined in MOI.
- 11.4. The Members are obliged to take such reasonable steps as may be necessary in the circumstances, in order to ensure that their Residents, Lessees and / or Guests, bind themselves to, and comply with, these Rules and, insofar as possible, that they indemnify, and hold harmless, such Member in respect of any contravening act caused by them. Notwithstanding the aforesaid, however, any contravention of these Rules by any Member's Residents, Lessees, Guests and / or employee, shall be deemed to be a contravention of these Rules by the Member concerned, who shall be liable to the Association, and be held accountable, for such conduct and any fine payable in respect thereof.

12. PENALTY CLAUSE

- 12.1. Members of the Association, Residents and Lessees, acknowledge the right of the Association to enforce the Rules contained herein.
- 12.2. Any person who contravenes any of the Rules herein contained, shall be liable to pay a penalty, on the following basis:
 - 12.2.1. First offence R500,00
 - 12.2.2. Second offence R1 000,00
 - 12.2.3. Third offence R2 000,00

- 12.3. The above-mentioned penalty clauses do not preclude the Association from taking any alternative legal steps available to it in law, or in the MOI.

13. PRESERVATION AND CONSERVATION

In order to preserve the environment within the Estate, including the flora and fauna situated therein, every Member, Resident, Lessee and / or Guest, shall:

- 13.1. have the right of access over the Estate, for the purposes of walking, birding, horse riding and related activities, PROVIDED that under no circumstances may the natural environment be disturbed in any way;
- 13.2. leave Open Areas in the same state in which they were found;
- 13.3. not collect or remove any flora or fauna from any Open Areas, the environment or the Estate, including wood or stones, or the remains of flora and fauna.
- 13.4. be obliged to pick up and dispose of any litter found on the Estate;
- 13.5. not picnic in the Estate other than in specially approved and demarcated areas as determined by the Association;
- 13.6. not, save as provided for herein, make fires in the Estate, other than in a braai or similar apparatus or receptacle. Fires, other than in a braai or similar apparatus or receptacle, in the Estate are to be approved in writing by the Association. Under no circumstances whatsoever may open fires be lit on any stand other than in a braai or similar apparatus or receptacle.
- 13.7. comply with all, and not contravene any, provisions of the National Veld and Forest Fire Act, No. 101 of 1998, or do or cause or allow anything to be done, which may constitute a contravention of the aforesaid Act or which may cause the Association to be liable to any person for any damages, as contemplated in the aforesaid Act;
- 13.8. not make any new footpaths or new roads;
- 13.9. not discharge or dump poisonous chemicals anywhere on the Estate;
- 13.10. not chase, hunt, shoot, trap, molest or in any way interfere with the wildlife on the Estate, unless failure to do so would threaten a human life;

- 13.11. not capture or attempt to capture any wildlife unless failure to do so would threaten a human life;
- 13.12. not feed monkeys on the Estate;
- 13.13. be allowed to fish recreationally in the dams. All owners whose properties border any of the dams on the estate consent to access of their property for fishing, unless he otherwise advises the Association.
- 13.14. treat any wildlife that ventures onto any Stand, in the same manner as if it had been in any Open Area in the Estate.
- 13.15. gently direct any wildlife, causing a nuisance on a Stand, back into the Open Areas of the Estate.

14. GOOD NEIGHBOURLINESS

- 14.1. Save to the extent provided for herein, all Stands in the Estate are for residential purposes only, to be occupied by the Members, their Residents, Lessees and / or, to the extent permitted, their Guests and / or employees.
- 14.2. No activity or hobby shall be conducted on any Stand within the Estate that may, in the sole discretion of the Association, cause Nuisance to any other Member, Resident, Lessee, including their Guests and / or any employees, or an employee or Director of the Association, or that will interfere with the expected tranquil nature of the Estate.
- 14.3. Save for those Stands zoned for commercial use, no Stand shall be used for any commercial purposes, of whatsoever nature.
- 14.4. The use of power tools including garden tools and machinery (and in this regard electrically powered power tools are preferred) should be restricted to the following hours:
 - 14.4.1. Mondays to Fridays: 8h00 - 17h00;
 - 14.4.2. Saturdays: 8h30 - 13h00;
 - 14.4.3. Sundays: The use of power tools is prohibited;
 - 14.4.4. Public Holidays: The use of power tools is prohibited.

- 14.5. The volume of music, electronic instruments, entertainment or activity/ies of Members, Residents and / or Lessees, including their Guests and / or employees, should be kept at such a level as not to cause Nuisance to any other Member, Resident, Lessee, including their Guests and / or the employees, or an employee or Director of the Association, or interfere with the expected tranquil nature of the Estate.
- 14.6. No loud music, electronic instruments or excessive noise shall be allowed after 22:00 at night in the estate by any Member, Resident, Lessee, including their Guests and / or the employees, or an employee or Director of the Association.
- 14.7. No person shall discharge a firearm, air rifle, crossbow or similar dangerous weapon on a stand or anywhere else on the Estate, other than in self-defence.
- 14.8. A Member, Resident, Lessee, including their Guests and / or employees, shall not place or hang any washing or laundry or any other such items on any part of the buildings or the Estate where it is visible from any other Stand, the Open Areas, the Estate or the road/s.
- 14.9. Refuse must be properly kept away from all wildlife. All refuse must be maintained in a hygienic and dry condition in a proper receptacle for refuse. All refuse placed in the receptacle must be securely wrapped and the relevant receptacle must be close and / or locked in such a way that wildlife will not gain access thereto. These rules apply to domestic refuse as well.
- 14.10. No building waste material or rubble may be dumped or discharged anywhere within the Estate. The relevant Member, Resident and / or Lessee must immediately remove, or cause to be removed, such building waste material or rubble from the Estate.
- 14.11. Should a Member, Resident, Lessee, including their Guests and / or employees, make compost, the heaps must be tidy and hygienic and screened from roadways or neighbouring Stands. Compost must be kept in such a manner as not to present any danger or Nuisance.
- 14.12. Caravans, trailers, boats, all garden storage buildings, non-permanent structures as well as equipment, tools, vehicle engines and parts, should be kept out of view from roadways or neighbouring Stands, to the satisfaction of the Association.

- 14.13. No Member, Resident and / or Lessee, including their Guests and / or employees, may take steps to set up camp on a temporary or permanent basis. No person may live in a caravan on the Estate, whether on a temporary or permanent basis.
- 14.14. Lean-to or temporary carports will not be permitted.
- 14.15. The use of shade cloth is not permitted after building works have been completed, unless the prior written consent of the Association has first been obtained.

15. DOMESTIC STAFF

- 15.1. Only 3 (THREE) domestic staff will be allowed to work on any Stand at any particular time, and a maximum of 1 (ONE) domestic worker only will be allowed to reside on any Stand (except in the case of 2 (TWO) domestic staff who are married to each other and who are employed by the same employer and who both render their services to such employer on the relevant Stand, in which event both may reside on such Stand). No children of any employees will be allowed to reside on any Stand, save to the extent that such children are themselves Members or Lessees.
- 15.2. All Members, Residents and / or Lessees shall:
 - 15.2.1. be responsible for the activities and conduct of their domestic staff and shall ensure that their domestic staff understand and do not breach any Rules, national or provincial legislation or local authority by-laws which may affect the Association
 - 15.2.2. ensure that their domestic staff do not loiter on the Estate.
 - 15.2.3. ensure that their domestic staff do not cause unrest on their Stands or on the Estate.
- 15.3. Any Member, Resident and / or Lessee, whose domestic staff consistently fail/s to abide by the Rules, may be required to remove such person from the Estate.
- 15.4. No person may request personal duties to be performed by any member of staff employed by the Association during the working hours of such employee.

16. PETS

- 16.1. No person shall be entitled to keep any animal in the Estate, without the prior written approval of the Association, which approval will not be unreasonably withheld, on condition that on condition that:
 - 16.1.1. Any person intending or desiring to keep any animal or more than the indicated number of animals stated herein, has to apply to the Association in writing, for approval;
 - 16.1.2. No unsterilized cats will be allowed in the Estate;
 - 16.1.3. A maximum of 2 (TWO) dogs or 2 (TWO) cats or a combination of 1 (One) dog and 1 (ONE) cat shall be allowed on each Stand;
 - 16.1.4. All dogs are to be kept within a fenced-off area on their owners' Stand, and, if walked outside of their' owners' Stands, must be walked on a leash;
 - 16.1.5. No animals may cause Nuisance within the Estate or interfere with the expected tranquil nature of the Estate.
 - 16.1.6. Should any excrement be deposited on the Estate, the owner of the animal shall immediately remove and dispose of it, in a timely and hygienic manner.
- 16.2. Nuisance caused by animals shall include, without limitation, the following:
 - 16.2.1. unreasonable and / or excessive noise;
 - 16.2.2. escaping from their owners' Stands and / or roaming about within the Estate;
 - 16.2.3. urinating, defecating or "marking of territory", on other persons' property, including movable and immovable property;
- 16.3. The Association reserves the right to have any animal removed, should it become a Nuisance. The Association has an unfettered discretion in this regard, but will not exercise the aforesaid right without first having directed a written notice to the owner furnishing details of the complaint and affording the owner a reasonable opportunity to remedy the cause of the complaint.

17. GENERAL

- 17.1. Under no circumstances may any fireworks be lit on, or set off from any Stand or within the Estate. For the avoidance of doubt, fireworks are absolute prohibited on or within the Estate.
- 17.2. The use of dynamite or explosives for construction purposes, must be approved by the Association in writing. No person may use dynamite or explosives for any other purposes other than for construction purposes.
- 17.3. Every Member, Resident and / or Lessee, must at all times keep his Stand free of waste material, paper, bottles, tins or any objects which might be unsightly or create a disturbance or Nuisance.
- 17.4. No new graves will be allowed and no remains may be buried on the Estate.
- 17.5. Only electrical power may be used for any pump or appliance. In the event of a power failure, a generator may be used, on condition that it must be operated from within an enclosed room / area and be approved by the Association.
- 17.6. Members shall be responsible for the wellbeing of all persons on their Stands and for safeguarding all Stand improvements and other items of value on the Stands.
- 17.7. Members, Residents and / or Owners may not drill any holes in the ground, including boreholes, on the Estate without the prior consent of the Association.