SILVER LAKES
GOLF & WILDLIFE ESTATE

Rules

of

Silver Lakes Homeowners Association NPC

Revision of the Rules of Silver Lakes Homeowners Association NPC. Registration Number 1992/004661/08

This set of Rules was approved by the Board of Directors of Silver Lakes Homeowners Association, in accordance with the Memorandum of Incorporation, as evidenced by the signature of the Chairperson of the Board of Directors

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RULES INCLUDING SCHEDULE OF TRANSGRESSIONS & PENALTIES

INDEX

Section	Heading
1.	INTRODUCTION
	Preamble
	Interpretation
	Members' obligation
	Consent procedure
2.	CONDUCT RULES
	Member
	General
	Good neighbourliness
	Use of the streets
	Pets & domesticated animals
	Tenants/occupiers
	Property transactions
3.	RULES PERTAINING TO ESTATE, DISTRICT, REGIONAL, PROVINCIAL OR NATIONAL EMERGENCIES
4.	ENVIRONMENTAL RULES
	Ensuring a pleasing streetscape
	Waste Management
	Sewage and stormwater
	Specific rules in respect of the nature reserve
5.	HOME BUSINESS RULES
	Home enterprise
	Guesthouses
6.	SECURITY SYSTEM RULES
7.	GOLF COURSE UTILISATION AND CONDUCT RULES
	General
	During golfing hours
	After golfing hours
8.	DISCIPLINARY AND GENERAL CONDUCT RULES
9.	DIRECTOR CAMPAIGNS AND ELECTION RULES
	Campaigning
	Procedure for complaints
10.	ADVERTISING RULES
11.	CODES OF CONDUCT IN RESPECT OF USE OF THE CLUBHOUSE AND OTHER COMMUNAL FACILITIES
12.	DISPUTE RESOLUTION
	Disputes between members, tenants, invitees or occupants
	Disputes between Members and the Association
13.	SCHEDULE OF TRANSGRESSIONS AND PENALTIES

RULES
SILVER LAKES HOMEOWNERS ASSOCIATION NPC

1. INTRODUCTION

Preamble

1.1. These Rules ("the/these Rules"), including the Schedule of Transgressions & Penalties are made under the provisions of the Companies Act 71 of 2008, (the Act) as amended and the clauses of the Memorandum of Incorporation ("MOI") pertaining to Rules.

1.2. Living in the Estate means being part of a community where conduct is managed through a set of accepted and reasonable Rules which promote a secure and high-quality lifestyle for residents of Units in the Estate and reasonably ensure a harmonious living environment without interfering with one another's enjoyment thereof and that is to the benefit of all.

1.3. The Rules are deemed to be reasonable, binding and equally applicable to all Members without any form of discrimination. The Rules are considered to be neither restrictive, nor punitive, but is rather seen as a judicious framework to safeguard and promote appropriate and fair interaction to the benefit of all.

1.4. Any act of commission or omission deemed a transgression of the MOI or Rules whether indicated as a transgression and/or carrying a penalty or not will be subject to the imposition of a penalty or other appropriate sanction at the discretion of Silver Lakes Homeowners Association NPC ("SLHOA"), or hereinafter referred as "the Association" as defined in the MOI.

1.5. Persistent or continual transgressions by a person may result in the levying of higher penalties and/or taking legal action at the discretion of the Association against that person.

1.6. Any waiver, relaxation, extension of time, delay or failure (collectively "Relaxation") by the Association in exercising any right under these Rules will not be construed as a waiver of that right and will not operate as an estoppel (the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) against the Association or affect the ability of the Association subsequently to exercising or enforcing any of its rights and the obligations of any Member, nor will any Relaxation constitute a waiver of any other right. The waiver of any right under these Rules will be binding on the Association only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative(s) of the Association.

1.7. The MOI provides that Rules may be implemented by the Directors of the SLHOA. These Rules:

1.7.1. will be presented and ratified (endorsed) at the Annual General Meeting of the members as provided for in the MOI Clause 8.4;

1.7.2. have interim power and anything done in terms of the interim rules remain valid even if not ratified;

1.7.3. are binding between the Association and every member and resident;

1.7.4. are the responsibility of the SLHOA management and ultimately the Board of Directors to ensure the implementation and enforcement of the Rules and consequently the penalties and/or sanctions for breaches of these Rules.

Interpretation

1.8. Unless the context otherwise indicates, the words and phrases as used or referred to in these Rules will bear the same meaning as ascribed to such words and phrases in the MOI or the Act.

1.9. All Rules must be read in conjunction with the MOI. In the event of any conflict between the provisions of these Rules and the provisions of the MOI, the provisions of the MOI will prevail. The Directors may use their discretion in terms of the interpretation and enforcement of the Rules, which discretion must always be applied in the best interests of the Association.

1.10. Any reference in this document to "Rules" refers to this revision and is supported by other officially approved documents.

1.11. The terms, conditions, rights, promises, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under these Rules (and all of which are for convenience referred to as "provisions") are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding will, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.

1.12. These Rules replace and supersede all previously issued Rules and is ratified by the Association and will be binding and have effect in the interim as provided for in law.

Members' obligation

1.13 As far as it concerns the Estate, its environment and its facilities, Members are responsible and ultimately accountable for their own actions and those of their children, family, visitors, tenants, occupants, employees, service providers, contractors, clients, estate agents, trust beneficiaries (in the event the owner being a trust and shareholders in the event the owner being a legal person) and invitees or brought into the Estate by such a person. Any Rule or provision of the MOI applicable to a Member will be equally in this context be applicable to their visitors, tenants, occupants, employees, service providers, invitees, trusts, beneficiaries (in the event the owner being a trust and shareholders in the event the owner being a legal person) and will be so applicable even if the Rule and the MOI provision does not have a specific reference to them.

Consent procedure

1.14 Where the consent, agreement or permission of the Association is required, the request will:

1.14.1 refer to the reason for the consent, agreement or permission required; and

1.14.2 in the event of the refusal or withholding of such consent, agreement or permission the onus will be on the Member to prove that the refusal or withholding of the consent, agreement or permission was unreasonable.

2. CONDUCT RULES

Member

2.1. Members are obliged to ensure that:

2.1.1. Litter, rubble or refuse may not be dumped or discarded anywhere in the Estate except in a container designated for such purpose. Absolutely no litter, rubble or refuse can be dumped at the workshop property except for the SLHOA or approved service providers.

2.1.2. Any natural or communal space visited must be left clean of any litter.

2.1.3. Drunk or disorderly conduct in any communal area of the Estate is not allowed. Underage drinking is not allowed.

2.1.4. Fires may not be started in any communal areas with the exception of gas braais, on approval of the SLHOA in certain specifically demarcated communal areas.

2.1.5. Fishing may only take place during designated times and in designated areas by members registered with the SLHOA. Strictly catch and release only, unless approved otherwise by the SLHOA.

2.1.6. Flora as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged, removed or moved from any common area or heritage site.

2.1.7. Fauna may not be chased, trapped or interfered with in any way except by the Association in the carrying out of its conservation duties.

2.1.8. The slaughtering of animals for butchery activities is prohibited in the Estate.

2.1.9 The ritual slaughter of animals as a cultural belief as per the Constitution of South Africa will be allowed subject to municipal approval in compliance with municipal by-laws. Notice must be given to the HOA prior to seeking such municipal approval. Municipal approval must be provided to the HOA before the event date.

2.1.10 They comply with the Municipal by-laws and refrain from using fireworks, in any manner whatsoever, within the Estate.

2.1.11. They do not burn any rubbish on the Estate.

2.1.12 Vandalism of whatsoever nature is not tolerated.

2.1.13 The Association will enforce all laws, by-laws, and restrictions imposed by any government entity. Penalties issued for contravention will not be deemed a fine in terms of the law, by-law or restriction but a penalty contractually agreed to between Members and the Association per the MOI and Rules.

General

2.2. Directors, managers and staff of the Association will be treated courteously and with due respect by Members, invitees and clients. Members shall not interfere with nor give instructions to any officers, employees, agents or contractors. Any complaints should be addressed in writing to Management.

2.3. A Member will maintain the exterior, garden and sidewalk of his Unit, failing which, the Association reserves the right to impose a penalty and/or appoint a contractor to remedy any deficiency identified to ensure compliance with the Rules. The Member concerned will be responsible for all reasonable costs in this regard, which will be payable on demand.

2.4. Members are requested that flora or weeds declared as noxious, the information of which is available on the website of the Association, are not allowed to grow in their gardens.

2.5. A person may not enter, bath, swim, operate a boat of any type or kind or practice any other type of water sports in the dams or public area. A person must prevent their domesticated animals from swimming or playing in the dams or water in communal areas.

2.6. The Association shall not be liable for damages of whatsoever nature or from whatsoever cause, including but not limited to, arising from golfers, golf balls, fauna or flora. Accordingly, the Association cannot be held accountable for the damage that was caused to a Member's or Non-Member's property or person.

2.7. Members may not encroach/intrude past the cadastral boundaries of their erf with any construction. This, for example, applies where the property owner violates the property rights of his neighbour by building or extending a structure or landscaping (either quickly or creeping over a period of time) to the neighbour's land or communal or municipal property. Landscaping between the edge of the kerb stone of the road bordering the road surface and the cadastral boundary of the Unit may not exceed 800mm in height so as not to impair the visibility of vehicular traffic movement.

2.8. A person may not enter or encroach onto the areas demarcated as heritage sites except for a person who has written consent from the Association for the purpose of archaeological maintenance or research.

2.9. Any encroachment onto common or municipal areas may be removed by the Association. The cost of which will be for the account of the offending Member. If it becomes necessary for the Association to seek a Ruling from a Court or the Community Schemes Ombud, then the costs of so doing will be payable by the Member concerned.

2.10. Piloted aircraft such as drones, hovercraft or any other remote-controlled flying objects may not be used on the Estate unless the prior written consent of the Association has been obtained, after which the relevant laws and by-laws need to be adhered to.

2.11. No helicopter may take off or land within the Estate unless prior written approval has been granted by the HOA, subject to compliance with the Civil Aviation Regulations. Emergency landings are exempt.

2.12. Members installing exterior lights for security or ambient purposes must ensure that these lights are directed or shielded in such a way as not to disturb or cause a nuisance or discomfort to their neighbours or fauna.

2.13. A Member's use of any communal areas, including the clubhouse complex, golf course, play parks and game reserve, is at all times entirely at their own risk. The right of admission is reserved for the mentioned areas.

2.14. Without limitation thereto, the Association will not be held liable for any damage or harm caused to any person or property which arises from their use of the Golf Course and any other communal areas.

2.15. A Member may not allow the installation or use of any swimming pool pumps, swimming pool heating apparatus, air-conditioners, cold storage rooms, water features, or any motorised equipment which has not been placed and installed in such a way that it will not cause any undue noise or nuisance to neighbours or fauna. When in doubt, the guidance of the Estate Management of the Association must be sought prior to the installation.

2.16. A Member must ensure that their unoccupied property is secured and that the property and utilities will be maintained during the period of vacancy, failing which, the Association reserves the right to maintain any aspect of the Unit at the Member's expense payable on demand. Where needed, the required swimming pool safety features must be functional, be in place and comply with the National Building Regulations and any other rules or regulations applicable to swimming pools.

2.17. In the case of incomplete buildings, the Association may at any time assess the situation from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty, and/or commence legal action to remedy any deficiency identified to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard which is payable on demand.

Good neighbourliness

2.18. Members and their employees or visitors must not conduct any activities which cause any disturbance or nuisance to fellow Members.

2.19. The level of noise emanating from a Member's Unit must be at a reasonable level so as not to cause the raising of complaints from their neighbours. From 23:00 the activities should not be audible from outside the boundary of the Unit.

2.20. Electric power tools, lawnmowers, grass trimmers, outdoor power equipment and the like used for private maintenance purposes shall only be allowed between the following hours:

Monday to Friday	07:00 to 18:00
Saturday	08:00 to 13:00

Sundays and public holidays 09:00 to 12:00

Essential communal property maintenance by the Association is exempt from the aforementioned times. Contractor working times can be found in the Aesthetics and Architectural Rules

2.21. Camping is not allowed in communal areas on the Estate.

Use of the streets

2.22. All roads in the Estate are public roads and are subject to the relevant road traffic ordinances and bylaws.

2.23. The speed limit is 40 kilometres per hour in Gleneagles Drive, Pebble Beach Drive and Muirfield Boulevard. All other roads in the estate are 30 kilometres per hour. The exception is designated children's play areas regardless of roads will be 30 kilometres per hour, 100 meters either side of the play area. Extreme caution must be taken near play park areas and in the game reserve. Strict enforcement will apply.

2.24. Members agree that the Association shall have the right to impose penalties in consequence of a contravention of the Road Traffic Act. Such penalty shall not be deemed a fine in terms of the Road Traffic Act, but a penalty contractually agreed to between Members and the Association. Security camera equipment, whether fixed or mobile, may be used to monitor and record speed and other traffic-related rule violations within the Estate.

2.25. Only licensed drivers may operate and drive engine-powered vehicles that are licensed in terms of the Road Traffic Act and Bylaws.

2.26. Parents and guardians of children are solely responsible for the children's safety and for ensuring that the children are made aware of the dangers relating to the use of streets. All drivers are held responsible for moderating their speed and driving style to the likelihood of children and others being encountered on the roads within the Estate.

2.27. Motor vehicles, motorcycles, bicycles, scooters and the like are permitted to be driven only on the demarcated roads of the Estate. Parks, road reserves/sidewalks, the golf course and unmarked nature reserve areas are off limits except for Association vehicles performing official duties.

2.27A. For purposes of these Rules: (a) a "Non-Motorised Scooter" means a kick-scooter or similar device with no motor, or fitted with an auxiliary motor with a continuous rated power not exceeding 0,25kW w (b) a "Motorised Scooter" means any scooter, including a battery-powered or electric scooter, that does not meet the description in (a); and (c) a "Golf Scooter" means a scooter specifically designed and marketed for use on a golf course, fitted with tyres and a wheel configuration designed not to damage playing or teeing surfaces, used solely while playing golf on the golf course.
Motorised Scooters

2.27B. No person may operate a Motorised Scooter on the roads of the Estate unless that person is in possession of a valid driver's or learner's licence for a vehicle or motorcycle, issued in terms of the National Road Traffic Act 93 of 1996. This licence requirement applies only to use on the roads of the Estate, it does not apply to the use of a Motorised Scooter on cart paths in terms of clause

2.27D. Scooters must comply with the relevant laws and estate rules. Nothing contained in these Rules shall be construed as authorising the operation of a Motorised Scooter or any other vehicle where such operation is prohibited or restricted by applicable law.

2.27C. All riders of a scooter, whether a Motorised Scooter or a Non-Motorised Scooter, and regardless of age, must wear a properly fastened helmet at all times while the scooter is in motion. Proper footwear must be worn at all times while utilising Motorised Scooters. Therefore, flops, sandals, barefoot etc are prohibited

2.27D. Motorised Scooters may not be operated at a speed exceeding 20 km/h anywhere on the Estate, irrespective of the general road speed limit applicable under clause 2.23. Motorised Scooters, like Non-Motorised Scooters, may be used on cart paths in terms of clause 2.34, subject to golfers,

other pedestrians and golf carts having the right of way, but Motorised Scooters may not be used on the golf course, parks or unmarked nature reserve areas. Parents and guardians remain responsible, in terms of clause 2.26, for their children's compliance with this Rule and for any damage, injury or loss caused.

2.27E. Failure to Stop for, or Evasion of, Enforcement. (a) No Member, resident, invitee, client, visitor, occupant, contractor, subcontractor, estate agent or other person (a "defaulting party") may fail or refuse to stop when signalled, requested or instructed to do so, or may flee from, evade or attempt to evade, any security officer, security vehicle, controlled access point, director, member of Management or other person authorised by the Association to monitor or enforce compliance with the MOI or these Rules, while that person is engaged in the observation, investigation or enforcement of any transgression of the MOI or these Rules. This includes, without limitation, the failure to stop a scooter, motor vehicle, motorcycle, golf cart or any other mode of transport when so signalled.

2.28. All privately owned golf carts must be registered annually with the Association against payment of the prescribed fee and the registration sticker issued to the owner must be visibly displayed on the cart.

2.29. Golf carts may only be driven by drivers in possession of a drivers' or learners' license for a vehicle or motorcycle.

2.30. Golf carts are only permitted to travel on the public roads in the Estate for the shortest route on and off the golf course. Golf carts must be fitted with front and rear lights if used anywhere after sunset.

2.31. Loud music emanating from a golf cart causing a disturbance is not permitted.

2.32. With the exception of golf carts, Golf Scooters, minimum tyre width of 120mm, (while playing golf) and Association maintenance vehicles, no other vehicles will be permitted on the golf course.

2.33. Golfers and other pedestrians crossing streets at demarcated crossing areas in the Estate have the right of way.

2.34. The riding of bicycles and non-motorised scooters are permitted on cart paths but not allowed to be ridden anywhere on the play areas of the golf course. Golfers, other pedestrians and golf carts have the right of way.

2.35. Quad bikes and any unlicenced/unapproved motorised vehicles are not permitted to be driven anywhere on the Estate.

Vehicles fitted with noisy exhaust systems must be used with due consideration of other residents. Excessive revving of such vehicles is prohibited

2.36. Vehicles may not park in the streets or on pavements, in any way that obstruct vehicular or pedestrian traffic.

2.37. The portion of Erf 169, as indicated on the registered Surveyor General Plan, number 3901/2015, may only be used for emergency vehicles.

Pets & domesticated animals

2.38. The municipal bylaws relating to the keeping of animals will apply and no more than three dogs or three cats may be kept on a property. Permission may be granted by the Association for temporary housing, which permission first needs to be obtained.

2.39. Poultry, racing pigeons, aviaries, rabbits, wild animals, livestock or the like are not permitted to be kept by Members on the Estate, whether as pets or otherwise.

2.40. Dogs must at all times be kept on a leash when being walked on the communal areas of the Estate.

2.41. In the game reserve, the walking of dogs is only allowed on the tarred roads. Natural areas and any other pathways, walkways or gravel roads is strictly forbidden for this purpose.

2.42. The owner of any pet/s is responsible for the picking up and removing of the animal/s faecal matter and must do so anywhere outside the boundaries of the Member's unit. Owners walking their pets must carry a bag with them for the picking up and removing of their animal's faecal matter.

2.43. Members must ensure that their dogs and cats are either microchipped or are fitted with collars and a disc reflecting the stand number, owner's name and telephone number. Unidentified dogs and cats found roaming will be removed to an appropriate pet facility or the SPCA, the cost of which will be for the Member's account. Dogs are not allowed to roam freely anywhere on the communal property in the estate.

2.44. The Association shall have the right to demand that a resident remove a pet should such pet become a continuous nuisance or a danger in the Estate.

Tenants / occupiers

2.45. In the event of breaches of these Rules by any tenant and/or occupant, or any invitee or client of a Member, the Member as owner of the Unit will be held liable for the breach and any penalty imposed for the breach by the Association in terms of the Rules and MOI.

2.46. A Member may not make their Unit available for communal / shared or short-term accommodation by different groups or individuals, unless the Unit is registered as a guest house with the Association and the City of Tshwane.

2.47. Properties zoned as Residential 1, occupied by a member or tenant family, is limited in terms of sub-letting to a maximum of two rooms with a maximum of two people. If a single tenant resides there, the same maximum additional tenants apply.

Property transaction

2.48. Estate Agents wishing to sell or rent out property on the Estate must be issued with an access system pin by the member before they can enter the Estate to conduct business on the Estate.

2.49. The Member and their estate agent will ensure that a prospective purchaser or tenant receives a copy of the Rules, and that a copy signed by the purchaser or tenant is included as an annexure in any deed of sale or lease agreement concluded with such purchaser or tenant.

2.50. The purchaser or tenant must provide a written acknowledgment to the Association that they have received a copy of the Rules before their resident's access rights to the Estate will be granted by the Association. This can be done by signing the acknowledgement letter provided by the Association during the establishment of access to the Estate.

2.51. Private or estate agent "for sale", "to let", "sold" or the like signage may not be erected anywhere in the Estate.

2.52. Door-to-door calls ("cold calling") of residents by estate agents or any other marketing agent is prohibited.

2.53. Only show houses "by appointment" are permitted. Clients will be collected from the security gate, escorted to the appropriate property and escorted back out the gate.

3. RULES PERTAINING TO ESTATE, DISTRICT, REGIONAL, PROVINCIAL OR NATIONAL EMERGENCIES

3.1. In cases of Estate, District, Regional, Provincial or National Emergencies, the Association through the board of directors reserves the right to interpret and align applicable Association Rules with any mandates or regulations issued by the authorities to serve the intended purpose of the mandate or regulations.

4. ENVIRONMENTAL RULES

Ensuring a pleasing streetscape

4.1. Each Member is responsible for ensuring the cleanliness and weed control of the area between the cadastral boundary of their property and the centre of the street in front of their property. Residents must refrain from disposing of or washing debris cleared from the area into stormwater drainage.

4.2. Members shall maintain grass, trees, plants and shrubs that have been planted on the sidewalks by the Association. To maintain a unified aesthetic appearance, all street corners will predominantly consist of lawn and trees.

4.3. Sidewalk trees may not be damaged or removed without the consent of the Association. The cost of the approved removal will be for the account of the Member.

4.4. Garden fences, walls and outbuildings forming part of the streetscape must be kept in a good condition at all times. Washing lines must be suitably screened from visibility from any street, golf course and nature reserve area.

4.5. Caravans, mobile campers, trailers, boats, building material, generators, tools, engine and vehicle parts, vehicles in disrepair or unserviceable vehicles, as well as any pet housing, must be located out of view or be screened from view, and the screening thereof must be professionally done as per the approved requirements of the HOA, and may not be visible from the street, golf course or game reserve areas.

4.6. Industrial and heavy-duty industrial vehicles may not be parked or stored in the Estate unless completely screened out of sight on the member's property. Construction vehicles, plant and equipment for construction will be parked on the site within a screened area.

4.7. Members may not allow vegetation or any other objects to be planted, erected or placed in the road reserve between the edge of the kerb stone of the road bordering the road surface and the cadastral boundary of the Unit in a manner which is likely to obstruct fire hydrants or impair the visibility of vehicular traffic movement.

4.8. Concrete balls, rocks, spikes or any other obstructive object, including vegetation whether decorative or otherwise, impeding the safety of road users are not permitted anywhere on the road reserve. Such items shall be removed by the Association at the cost of the Member and the Member shall have no claim against the Association for any loss.

4.9. Fishponds, water fountains and water features that are accessible to the public must be made safe to ensure that animals and children are not at risk.

Waste Management

4.10. Members must ensure that their domestic refuse bins are in good condition. The members may request a replacement or additional domestic bins from the Association which will be invoiced at a rate as determined by the Association.

4.11. Domestic, recycling and garden refuse bins must be maintained in a hygienic and dry condition, free of foul odours and effluent from the washing of bins must be discharged into the sewer system of the Unit and not onto pavements or the roads.

4.12. For the purpose of having the domestic, recycling and garden refuse collected, Members must place such bins on the sidewalk only on the designated days of collection and must promptly return such bins inside the member's stand boundary out of plain sight when the refuse has been collected. The monthly charge for the first bin is included as part of the levy.

4.13. Members must only make use of the domestic refuse collection service provider contracted by the Association. The cost for the first refuse bin will be included in the member's levy account.

4.14. Members are encouraged to make use of the Association's recycling programme, the cost of which is included in the levy account.

4.15. Members can buy recycling bins from the Association and the same rules pertaining to hygiene practises and placement for collection as mentioned above apply.

4.16. Members are encouraged to make use of the Association's garden refuse programme, which will be invoiced additionally at a rate determined by the Association.

4.17. Members can buy garden refuse bins from the Association and the same rules pertaining to hygiene practises and placement for collection as mentioned above apply.

Sewage and stormwater

4.18. Sewage must be discharged into the sewerage reticulation system and not into the stormwater reticulation system, streams or dams in the Estate and must comply with local municipal authority regulations. Water from an irrigation system, swimming pool, water feature, jacuzzi, fishpond, basement or sump must either be discharged evenly onto the natural ground inside the boundaries of the Unit or if capable into a Unit's greywater system and not onto or via the road surfaces.

4.19. Members must ensure that no stormwater collected or received on their properties is discharged into the sewer (wastewater) drainage system. This includes stormwater received from adjacent higher-lying properties. The HOA staff will be allowed to arrange a planned inspection.

4.20. Members must not extract water from the waterways, dams or sink wells, drill boreholes or extract subterranean water from their Units.

4.21. To prevent pollution of the dams, water from aquatic systems must not be emptied into any stormwater system or the Estate dams or streams.

4.22. Where necessary members must obtain a written agreement and consent from adjacent owners of Units and especially adjacent owners of lower lying Units regarding the management of stormwater. Members with lower lying Units may not unreasonably refuse to accept stormwater from higher lying Units in accordance with Local Municipal Authority requirements. Where needed, the application can be made to the Local Authority to install an appropriate sub-soil drain on the road reserve of the Unit, which installation shall comply with engineering specifications, and the costs of which shall be for the account of the Member.

4.23. Members with prior arrangement by the Association must allow access to their Units for the Association's representative or appointed competent person to perform the appropriate inspection to ensure compliance with the Rules or to perform essential maintenance work. In this regard, members indemnify the Association, its representative and/or its designated competent person from liability for damage caused to Units during an inspection or maintenance procedure. Residents and their visitors must be aware of the dangers pertaining to such electric fences.

4.24. Driveways must be designed and installed to allow unimpeded stormwater ingress and egress across the property boundary.

4.25. No element of a driveway may obstruct the stormwater drainage system. All elements on the driveway especially at the pavement area (between the property boundary and the road kerb). Purpose-made steel grating structures or similar devices installed at the junction between the driveway and roadway will only be permitted, provided they do not impede the stormwater inlets or restrict the natural flow of water into the drainage system.

4.26. Under no circumstances may Members modify municipal stormwater inlets, culverts, kerbstones, or related infrastructure to widen driveways or alter access. This constitutes a transgression. Any proposed alteration to municipal stormwater structures requires a formal application to the Association and the Municipality.

4.27. Members must ensure that all stormwater received or generated on their own properties is managed so that it does not collect near or against the foundations of any buildings or structures, including boundary walls.

4.28. Stormwater must be safely conveyed away from buildings and discharged into the designated stormwater system.

4.29. Areas demarcated as protected areas or environmental areas are protected and will remain natural. The Association will only remove weeds and alien plants species from the area. No persons are allowed to damage, remove or destroy any vegetation or animals in those demarcated areas

Specific rules in respect of the nature reserve

4.30. Feeding of wild animals by Members is strictly prohibited. Wild animals are potentially dangerous, and special care should be taken when in close proximity to them. Neither the Association nor its directors, servants, agents, employees or appointees shall be liable for any death, injury or loss sustained as a result of any person or property being in any way harmed by any wild animal on the Estate.

4.31. Night game viewing is not allowed.

4.32. The game reserve and all areas next to the dam in the game reserve is out of bounds from October to April 19:00 to 05:30 and from May to September 18:30 to 06:00.

4.33. Hiking is only allowed on demarcated hiking trails.

4.34. Motorised vehicles may not be used on the hiking or cycling trails and bicycle riding is restricted to the cycling trails.

4.35. The braai facilities of Units must be so designed and used in such a manner in order to avoid wildfires.

4.36. Members are prohibited from keeping any free-ranging exotic birds.

4.37. Members noting any fauna in distress must report it as soon as possible to the Security Control Room and must refrain from assisting it unless requested to do so by a staff member of the Association.

4.38. No loud music or excessive noise is allowed.

4.39. No fishponds in the gardens are allowed with exotic plants such as hyacinth, parrot feathers and water fern, as these plants can be spread by birds to the dams with negative consequences.

4.40. Members and residents are encouraged to plant only indigenous plants and trees.

4.41. No camping allowed.

5. HOME BUSINESS RULES

Home Enterprise

5.1. Members may not conduct an enterprise (business or professional activity) where sales and transactions are concluded/clients are seen) from a Unit or any part thereof without applying for the consent of the Association and providing further that all requirements and conditions of the relevant town planning scheme and property title deed have been complied with.

5.2. Any Member wishing to conduct an enterprise from home must apply for permission and a business licence from the Association by completing and submitting the prescribed form and paying the prescribed fees. The Association will consider the application and approve or decline the business licence at its discretion. Consent for the enterprise from the adjacent and nearby neighbours must

be submitted together with the application. Such consent may not be unreasonably withheld. The form along with a list of prohibited home enterprises is available from the Association.

5.2.1 Consent from adjacent and nearby neighbours may not be unreasonably withheld. "Unreasonable" withholding includes refusals based on personal prejudice rather than objective impacts (e.g., noise, traffic). If consent is withheld, the Member may refer the matter to the Association for mediation as per Rule 12.1.

5.3. Tenants wishing to conduct an enterprise from the rental property need to obtain written approval from the Member for this activity. Thereafter, along with the submission of the Member's approval, the same process and fees will apply as is the case with a Member. The approval from the Member must include a condition relating to the automatic lapsing of the approval should the tenant conducting the enterprise breach the rules pertaining to home enterprises and fail to remedy the breach upon receiving an instruction to do so.

5.4. Any enterprise must comply with the criteria and conditions specified, as amended from time to time by the Association, and with any conditions applicable in terms of legislation and the municipal by-laws.

5.5. The total floor space utilised in respect of such home enterprise in a Unit must not exceed a total of 60m² (sixty square metres).

5.6. The Member conducting an enterprise from home may not employ more than two enterprise employees unless approved.

5.7. Other than for guests visiting a member for social reasons, the vehicles of employees, clients and other visitors to the home enterprise must be accommodated on the premises and must not be allowed to park on the road reserve / sidewalks, street or on adjacent property.

5.8. Persons conducting an enterprise from home and who wishes to display or advertise a service or product on the Estate requires the prior written permission of the Association and must submit a detailed proposal to the Association. The proposed advertisement must provide details pertaining to the appearance, size and proposed location. The Association reserved the right to remove advertisements which have not been approved by the Association and/or impose a penalty.

5.9. In the event of a failure to comply and to remain in non-compliance with the above provisions and, in particular any criteria and condition specified by the Association in its written approval or in its prescribed application form, the Association will instruct the Member or tenant to cease the enterprise operations within a specified time. Failure to comply with this instruction will result in the imposing of penalties, and/or legal action against the Member by the Association.

5.10. Once approval of the home enterprise has been granted, the home enterprise must renew its business licence annually. The business licence can be cancelled at any point with valid reason, if rules and / or conditions of the approval are not complied with.

Guesthouses

5.11. For the purpose of these Rules, a guesthouse means:

5.11.1. any building or buildings, offering accommodation facilities with or without meals to transient resident guests;

5.11.2. it must not have more than 16 guest rooms; and

5.11.3. it is managed by the owner or host who must reside on the same property;

5.11.4. it can include a dining and conference facility for the exclusive use of resident guests but does not include any building mentioned in the Town Planning Scheme definitions of a "place of refreshment", "place of amusement", "social hall" and "adult premises".

5.12. Members acknowledge that the Estate is a residential estate and that:

5.12.1. Prospective Guesthouse operators must submit to the Association a detailed copy of their intended application to the Local Municipal Authority to operate a guesthouse in order for the Association to consider consenting to the application, which application requires the following information:

5.12.1.1. A detailed site and building plan, indicating the allocation of the total floor area of the proposed guesthouse.

5.12.1.2. The residential unit of the host/owner must be indicated on the site and building plan and each guest room must be numbered.

5.12.1.3. All parking and landscaped areas must be indicated on the site plan at a ratio of one parking space for every guest room and two parking spaces for the owner/host.

5.12.1.4. The development shall only be accommodated on a site that has sufficient area to allow for guest accommodation and car parking without adversely affecting the amenity of neighbouring residences.

5.12.2. All legitimate guesthouses must be registered with the Association and the owners must submit to the Association a detailed copy of the Local Authority approval for registration purposes.

5.12.3. Guesthouses operating in the Estate without the prior approval of the Local Authority will be reported by the Association to the Local Authority for closure. Such guesthouses will be issued with the prescribed penalties and the Association reserves the right to obtain a court order to interdict against the continued operation of the guesthouse.

5.12.4. The Association must inspect guesthouse parking arrangements to ensure that compliance with Rule 5.12.1.3. No parking outside of approved parking areas will be allowed.

5.13. The Member must ensure that their guesthouse is accredited by a reputable and graded Bed & Breakfast Association and by the National Grading Council Association and remains accredited. The proof of accreditation must be submitted to the Association by the Member within 6 (six) months of commencement of the operation and thereafter on request. Failure to comply will result in the Guesthouse being unauthorised by the SLHOA.

5.14. In addition to points already noted, a Member who wishes to operate a Guest House also needs to comply with the following:

5.14.1. All facilities, functions and meals will be for the sole use of registered transient guests.

5.14.2. The proposed development will have a residential character.

5.14.3. Activities (excluding arrivals and departures) on the site should in general be confined to normal office hours.

5.14.4. Delivery areas should not be unsightly or noisy. All loading and off-loading activities will take place at the Unit.

5.14.5. Parking areas will be as approved by the Association, as far as possible considering the amenity of the neighbours.

5.14.6. Only one enterprise sign board can be displayed on the property with the prior written approval of the Association. This sign board will not have dimensions exceeding 460mm x 600mm.

5.14.7. Live music, noisy entertainment and dance facilities must not be provided in the Unit. Musical and other noise that radiate from the premises must not be audible beyond the property boundaries. Public functions are not allowed at the Unit.

5.14.8. The Member must have a condensed Association approved version of the Rules available for all guests and ensure that all employees are provided with a copy of the Rules of the Association.

5.14.9. The Member acknowledges that he is responsible for the acts and omissions of clients, guests, employees, contractors, subcontractors, visitors and invitees. In the event of breaches of the Rules of the Association, the Member is held liable for such breaches and any penalty imposed by the Association in terms of the Rules.

5.14.10. Guesthouse owner Members must issue an access system pin to each of their identified guests for access to the estate. Any abuse of the access control system may result in forfeiture of the privilege and the imposition of a penalty against the Member's account. The Association will not issue under ordinary circumstances any access cards to guesthouse Members to enable their guests to access the Estate.

5.14.11 No new applications for guesthouses will be entertained by the Association unless special reasons and circumstances are provided. The maximum number of guesthouses approved to operate will be capped at 10 (Ten), any applications submitted after the maximum cap is reached will automatically be declined. The granting or refusal of new applications is at the sole discretion of the Association. No short-stay, paid-for accommodation is permitted on the estate except for guesthouses registered with the Association.

5.15. Persistent and continual breaches of the Rules may result in the Association approaching a court of law for an order to force the permanent closure of the guesthouse business. Subject to compliance with the dispute resolution process in Rule 12.

6. SECURITY SYSTEM RULES

Members must comply with the security rules and other security directives as published from time to time relating to security issues, including but not limited to access to or egress from the Estate, monitoring and supervision of staff, and safety precautions (including with respect to children, pets, vehicles, fire prevention and control, and emergency protocols).

6.1. Security officials must at all times be treated respectfully and courteously and in a cooperative manner.

6.2. Under no circumstances will Members or any person other than security personnel, Association directors or association-authorised personnel be allowed into the gatehouses.

6.3. Every Member, their visitors, permanent workers, temporary workers, golf caddies, golf course staff, contractor and subcontractor, and their representatives must comply with the access control system, which includes, but is not limited to:

6.3.1. Permanent workers must be registered at the Association's enrolment office. Any worker as mentioned above, entering or exiting the estate as a passenger in vehicles, must make use of the pedestrian turnstiles. While on the estate the relevant identification cards issued by the HOA must be presented on request.

6.3.2. A temporary/casual worker will not be allowed access unless they have positive identification and the resident completed a one-day permit at the Security Office at the gate.

6.3.3. Visitors must be pre-cleared with a PIN code.

6.3.4. Any pedestrian, including residents, entering or exiting the estate, must use the pedestrian turnstiles.

6.4. Members must report security-related incidents to the Security Control Room as soon as possible.

6.5. Except for senior Association staff, nobody else may authorise a deviation from the rules.

6.6. Members may not issue instructions to security personnel.

6.7. Members must advise their visitors to the Estate that they will need to produce either a valid original driving license or a valid original identity document or passport for access to the Estate, failing to do so may result in the visitors being refused entry.

6.8. Members are required to advise security in advance of large groups of visitors by contacting the Control Room but still make use of the Visitor Management System by sending pin codes to visitors, as this will enable Security to provide a more efficient service at the gate.

6.9. Members must refrain from making or being a party to the raising of any false alarm.

6.10. The intentional blockage or obstruction of access and egress to/from the Estate is prohibited and appropriate action will be taken against such a person.

6.11. Members may not employ private security guards to patrol the outside of their Unit. Should private security be required, the resident may only make use of the security company contracted by the Association by prior arrangement and all costs will be for the account of the resident. Private security guards may not carry unconcealed firearms and may under no circumstances patrol or walk about outside the boundaries of a Unit.

6.12. It is mandatory for persons working or residing on the Estate to be enrolled in the electronic biometric access system to gain access to the Estate.

6.13. Persons falling in the following categories should be enrolled in the access system:

6.13.1. Adult licensed vehicle operators residing on the Estate.

6.13.2. Learner-licensed vehicle operators residing on the Estate.

6.13.3. Adult persons residing on the Estate.

6.13.4. Adult persons employed by members and businesses on the Estate.

6.13.5. Adult persons registered as "frequent visitors" or "trusted individuals" by the Member.

6.14. Children under the age of 14 may not be enrolled in the electronic biometric access system, while children between the ages of 14 and 18 may only be enrolled with the explicit written permission of their parents.

6.15. All persons working or residing on the Estate must take care that they conduct themselves with decorum as any or all their actions may be recorded by the CCTV system in common areas. In entering the Estate, all persons doing so have accepted the terms of entry and have consented to the use of CCTV monitoring of their movements in and around the Estate.

6.16. Interaction with security officials may be recorded at any time and at any place within the estate, whether in common property or private property, by way of body worn cameras and such surveillance is conducted for safety and security purposes and that the collection, storage, and use of such surveillance data will be managed in accordance with the Protection of Personal Information Act, 4 of 2013 (as amended from time to time).

6.17. Members must ensure that their home burglar alarms are kept in a sound working condition and comply with any rules which the Association may make with regard thereto from time to time. Alarms or sirens must not unduly disturb neighbours (i.e. be silent to the outside environment).

6.18. Members who wish to enrol a "trusted individual" who are friend or family of the member, but excluding an employee, to gain access in terms of these Rules will have to lodge the prescribed application with the Association and sign an agreement whereby the Member and trusted individual accept responsibility jointly and severally for the compliance of such "trusted individual" with the Rules when the individual is visiting the Estate.

6.19. Where a tenant of a unit has access to the estate on the strength of a lease agreement, the access to the estate shall be granted via the access control system only for the duration of the lease agreement. The tenant and the Member must, at the expiry of the lease agreement, present to the Association an extension of the lease agreement signed by both the tenant and Member to extend the access control system registration. The tenant shall prior to the registration consent to the Association performing background and criminal record checks.

6.20. Early termination of a lease agreement which requires access to be cancelled for a tenant, may only be processed on presentation of a court order or when both the owner/agent and the tenant confirm the same in writing, at the HOA.

7. GOLF COURSE UTILISATION AND CONDUCT RULES

General

The golf course and clubhouse facilities are there to be enjoyed by everyone, golfers and non-golfers alike. The Codes of Conduct for these facilities as published by the Association must be strictly adhered to at all times. The Association reserves the right to refuse, suspend or cancel membership of the Golf Club and/or usage of the Clubhouse in the event of breaching the Codes of Conduct or failure to pay Debt due to the Association.

Golf is a potentially dangerous sport for participants, spectators, residents and passers-by which requires compliance with the following rules:

7.1. The golf course in its entirety, with the exception of golf cart paths, is closed between the hours of 22h00 and 04h00 to all persons except for the security, maintenance and emergency staff. Transgressors may be subject to a penalty.

7.2. When the golf course is closed for whatever reason, only the golf cart paths may be used. The exclusions in section 7.7 do not apply.

During golfing hours (06:15 to end of official play as determined by management)

7.3. Golfers must exercise all reasonable caution during play not to cause damage to property or death or injury to persons and may be held personally liable for such damage, death or injury.

7.4. The in-bounds (playing) areas of the golf course, with the exception of golf cart paths, may not be used by any non-playing golfers during golfing hours.

7.5. Non-golfers must strictly remain on the cart paths between 06:15 and 18:00 and must take extreme caution to be aware of golf balls in flight.

7.6. For reasons of safety, non-golfers may not walk or jog, ride a bicycle or drive carts across or in any manner traverse the golf playing areas of the course during golfing hours.

7.7. The only exceptions that will apply to clauses 7.4, 7.5 and 7.6 and 7.18 are for the 5th hole, 9th hole, 12th and 18th (where there are currently no cart paths). Such exception only applies if the shortest possible route to the nearest cart path is used and if no golf is in play on the hole at the time of the crossing. Crossing the golf course is done entirely at your own risk at any time, whether during golfing hours or not.

7.8. Persons who walk, jog and cycle on the golf course cart paths do so entirely at their own risk at any time, whether during golfing hours or not.

7.9. Bicycles and scooters are restricted to the cart paths and may not be driven or pushed on any of the play areas of the golf course at any time.

7.10. Person not playing golf and walking on the cart paths are required to be silent and to keep stationary when golfers are in the process of playing a golf shot.

7.11. Access to the golf course for golfers will only be granted after registering at the Pro Shop prior to play.

7.12. Golfers may not start to play golf on any hole other than the 1st or 10th

7.13. Golfers may not retrieve golf balls from or enter onto the private property of Members for any reason.

7.14. Golf practising is limited to the designated driving range and practise facilities during the designated times. Casual playing or practising is not allowed anywhere on the golf course at any time.

7.15. Golfers playing a game of golf enjoy priority use on the golf course at all times.

7.16. Occupants of Units adjacent to the golf course must be aware that they have purchased a property on the golf course and are subject to errant golf balls, in which section 2.6 of the rules applies

7.17. All person on the golf course must obey instructions from marshals and security officials at all times.

After golfing hours

7.18. With the exception of the greens, tee boxes and sand bunkers, Members are welcome to use the course for recreational activities such as walking, jogging, or exercising pets on a leash while activities such as the riding of bicycles or any motorised vehicles (including golf carts) or any recreational activities that may cause damage to the golf course are not permitted.

7.19. Activities may not be undertaken closer than fifteen metres to any green, tee box or sand bunker. Greens are the finely mowed and manicured areas where golfers finish every hole, indicated with flag sticks in the cups. Therefore, persons with the exception of a golfer or golf course maintenance staff or golf management are not allowed on a green, tee box or in a sand bunker.

7.20. Members may not interfere with, remove or vandalise golf course property, including out-of-bounds markers.

7.21. Driving Range balls are the property of the Association and may not be removed from the range area or dams for any reason. Any range balls found elsewhere must be returned to the Pro Shop. Range balls may not be used on the golf course.

7.22. A person may not collect or retrieve any golf balls from the dams and river system whatsoever.

8. DISCIPLINARY AND GENERAL CONDUCT RULES

8.1. In the event of any breach of the MOI and/or Rules by a Member, resident, invitee, client, visitor, occupant, contractor, subcontractor, estate agent or any other person (the "defaulting party"), the Association will be entitled to request the defaulting party to provide an explanation or apology in writing; and/or

8.1.1. issue a reprimand (orally or in writing) and request such defaulting party to remedy such breach within a prescribed period; and/or

8.1.2. impose a penalty at the sole discretion of the board. The Schedule of Transgressions and Penalties serves as a guideline

8.1.3. withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or

8.1.4. take any such further action, including legal action, as the Association may deem fit in order to enforce the provisions of the MOI and Rules.

8.2. Should the Association impose a penalty for a transgression by a Member then the penalty amount will be added to the transgressing Member's levy account. A penalty for a transgression imposed against a non-Member who is a resident, representative of a Member, visitor, or guest or in any way associated with a Member, will be added to the Member's levy account.

8.3. The Association will be entitled to take such action and impose such penalties in terms of these Rules as deemed in the best interest of the Estate.

8.4. In the event of repeated breaches by a defaulting party, the Association will be entitled to escalate the penalties which may be imposed in respect of such breach, for each and every occasion that such a breach re-occurs.

8.5. The decision of the Association regarding the enforcement of the MOI and Rules and the imposition of any sanctions in terms of the MOI and Rules will be final.

8.6. The provisions of the regulations to enforce discipline does not preclude any party from seeking relief in terms of the measures provided for in the MOI and Rules.

8.7. Members acknowledge that they are responsible for the acts and omissions of their family, employees, contractors (and sub-contractors), visitors, clients and invitees, including payment of penalties in respect of any of the aforementioned, and that the exercising by the Association of any rights insofar as any offending party (who is not a Member) is concerned will not relieve the affected Member from his obligations, nor abrogate from the rights of the Directors to exercise any right or enforce any remedies against such Member arising from the offending breach of the MOI and Rules.

9. DIRECTOR CAMPAIGNS AND ELECTION CAMPAIGN RULES

These rules are meant to ensure fairness, keep order and preserve the integrity of the campaigns for the election of Directors. Campaigning is defined as publicly promoting one's candidacy in person or via electronic means.

Campaigning

9.1. The Electoral Committee ("EC") appointed by the Board will have the right to control and oversee the campaigning and election of Directors. Candidates should maintain the "spirit of the campaign" which is an atmosphere of friendly competition with others and respect for the election process.

9.2. Campaigners may not violate the MOI or Rules or interfere with the EC responsibility to preserve the integrity of the election and other candidate's campaigns.

9.3. Door-to-door campaigning is not allowed.

9.4. If during the campaign a candidate's name is removed from the register of Members, such candidate will immediately cease to campaign, and his nomination will be *ipso facto* cancelled.

9.5. Campaigners will not in any way utilise the Association's resources or stage mass gatherings in communal areas.

9.6. If someone is unsure if a particular campaigning activity violates these Rules, he shall contact the EC for an official interpretation, which interpretation will be final and binding.

9.7. Candidates may not begin campaigning before the time set by the EC as the start of official campaigning.

9.8. Campaigners must abide by generally acceptable behaviour regarding e-mails or any other form of electronic communication or social media and respect the privacy of Members.

9.9. Campaigners will be personally responsible for their actions and the actions of the people acting on their behalf, and the integrity of information distributed by them.

9.10. The EC reserves the right to reject publication of any information deemed inappropriate.

Procedure for complaints

9.11. Complaints related to the elections must be directed in writing to the chairperson of the EC, as soon as possible but no later than 48 hours of the announcement of the provisional election results by the chairperson of the AGM.

9.12. If complaints are received, the EC must conduct an investigation to determine the validity of the complaint by applying the principles of Natural Justice and can impose any sanction deemed appropriate, including the disqualification of a candidate. This must be completed within 2 (two) weeks from the date of receipt of the complaint.

9.13. The decision and remedial actions prescribed by the EC following any complaint will be final and binding unless reviewed by a competent authority.

10. ADVERTISING RULES

10.1. No advertising signboards or the like shall be placed in any visible area without the prior consent of the Association with regards to appearance, size and position.

10.2. The official community magazine (Intra Muros) is published by the Association to share events and general information within the Estate and surrounding areas.

10.3. Advertisements, other than sponsorships or official information shared by the Association, may not be exhibited or distributed at the gatehouses, Clubhouse or anywhere else on the estate.

10.4. The Association reserves the right to reject any material for publication in the Intra Muros.

11. CODE OF CONDUCT IN RESPECT OF USE OF THE CLUBHOUSE AND COMMUNAL FACILITIES

11.1. Members and visitors who use the communal recreational facilities on the Estate will be subject to strictly enforced rules and/or generally acceptable code of conduct as may be published from time to time by the Association.

11.2. Repeated breaches of the rules and/or generally acceptable code of conduct pertaining to these facilities by Members or visitors will result in the imposition of a sanction at the discretion of the Association, which sanction may include being barred temporarily or permanently from the use of or entering of these facilities.

11.3. The Association reserves the Right of Admission.

12. DISPUTE RESOLUTION

12.1. Disputes between Members, tenants, invitees or occupants:

12.1.1. Should a dispute arise, the parties involved will endeavour in the first instance to settle such dispute and will in such circumstances exhibit due tolerance and will act reasonably in accordance with the principles of good neighbourliness.

12.1.2. Where such dispute cannot be resolved, should the disputant parties mutually agree, the dispute may be referred to the Association, who will act as mediators (and not arbitrators) should the Directors have so resolved;

12.1.3. In the event of the matter being resolved to the satisfaction of the disputant parties as a result of the mediation of the Directors, such settlement will be final and binding upon the disputant parties;

12.1.4. Where the disputant parties have elected to submit their dispute for mediation to the Directors, the disputant parties will, in equal shares, pay the estimated reasonable costs which will be incurred by the Directors in regard to mediation, and will have been previously advised to the disputant parties. Should the circumstances require, the Directors shall be entitled to call for further or "top up" payments from the parties;

12.1.5. Should the Directors elect not to mediate with respect to the dispute the disputant parties will be so informed and will be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of legal proceedings or arbitration, it being expressly agreed that the Directors will not be a party to any such proceedings or arbitration and will bear no responsibility in respect thereof.

12.2. Disputes between Members and the Association

12.2.1. A Member or any person covered under the Community Scheme Ombud Service Act, 2011 who disputes that he has committed a breach of any obligation in terms of the MOI and/or the Rules and proposed penalty that accompanies the breach, will Deliver a dispute submission, in Writing, to the Directors within 14 (fourteen) business days from the date of the Notice as contained in the Notice Delivered to the affected Member.

12.2.2. The written dispute submission must provide reasons for disputing the breach, alternatively provide mitigating circumstances or reasons in mitigation of the breach or for a reduction in the penalty or penalty amount.

12.2.3. In the event of a Member failing to submit a written submission within the 14 business days to the Directors, the Member may within 30 calendar days from the date of the Notice include in the member's submission of dispute a request for condonation of the late submission.

12.2.4. Failure to deliver such a submission will be deemed that the Member has conceded the facts in the notice and will have accepted the decision of the Association on the matter;

12.2.5. A meeting of the Directors will be convened as soon as reasonably possible after receipt of a submission;

12.2.6. For purposes of the dispute, the Directors will be entitled to delegate any of their powers and/or responsibilities to a committee consisting of not less than 2 (two) Directors, a member of Senior Management, the person appointed by the Association to undertake the administrative functions of the Association to which the penalty relates and any other person(s) appointed by the Directors;

12.2.7. The proceedings at such a meeting of Directors and other appointees will comply with the principles of Natural Justice and enquire into the dispute;

12.2.8. Following such meeting, the Member will be notified within a reasonable time in writing of the decision of the meeting, which decision will be final and binding on the Member.

12.3. Should the affected Member be aggrieved by the decision of the meeting he may, within 60 (sixty) days after receipt of delivery of written notification of the meeting's decision, refer such a dispute as provided for in the Community Scheme Ombud Service Act, 2011, failing which it will be deemed that the Member has accepted the decision of the Directors.

12.4. Neither the Association nor the affected Member will be prevented from seeking any urgent or interim

relief from a competent Court.

12.5. The provisions of this clause dealing with disputes are severable from the remaining provisions of the MOI and Rules and will continue to apply in circumstances where the affected Member ceases to be a Member at any time after receipt of the Written notices referred to in this clause.

12.6. The Association reserves the right to apply to any competent court to enforce any of the rights of the Association in terms of the MOI or Rules and all legal and other costs with regard to any legal proceedings instituted by the Association against any Member will be recoverable from the Member on an attorney and client scale where such dispute is ruled in favour of the Association.

13. SCHEDULE OF TRANSGRESSIONS & PENALTIES

This Schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Directors. Penalties may be varied in accordance with the circumstances of the case.

Application of penalties: Where a transgression is committed by a child, resident, occupant, invitee, visitor, contractor, subcontractor, estate agent or other person for whose conduct a Member is responsible in terms of the MOI or these Rules, the applicable penalty may be raised against the responsible Member to the extent authorised by the MOI and Rules.
No penalty shall be imposed otherwise than in accordance with the applicable notice, representation, objection, hearing or appeal procedures prescribed by the MOI and Rules.

DESCRIPTION OF TRANSGRESSION	1st Offence	2nd Offence	3rd Offence onwards
USE OF ROADS			
Speeding	R1 000	R2 000	R5 000
Reckless driving or driving under the influence of alcohol	R10 000	R20 000	R30 000
Skipping stop signs	R500	R1 000	R2 000
Parking a vehicle anywhere other than in a demarcated parking bay.	Written warning	R500	R750
Caravans, mobile campers, trailers, boats, building materials, generators, tools, engine and vehicle parts, vehicles in disrepair or unserviceable vehicles, as well as any pet housing, in contravention of the rules.	Written warning (7 days to comply)	R500	R750
Driving a golf cart without a learner's or driver's license	Written warning	R1 000	R1 500
Driving of any unlicensed/unapproved motorised vehicles anywhere in the Estate	R1 000	R2 000	R3 000
Driving a vehicle without permission in an off-limit area. Driving on the golf course, in parks and on pavements with any type of unlicenced/unapproved motorised vehicle (except with a registered golf cart on the golf course)	Written warning	R1 000	R2 000
Driving golf carts in the Estate without lights after sunset.	Written warning	R1 000	R2 000
Driving an unregistered golf cart anywhere in the Estate / not displaying a valid annual registration sticker	Written warning (7 days to comply)	R1 000	R2 000
Use of vehicles and motorcycles with after factory-fitted noisy exhaust systems.	Written warning	R1 000	R2 000
Concrete balls, rocks, spikes or any other obstructive object whether decorative or otherwise, are not permitted anywhere on the road reserve.	Written warning (7 days to comply)	R 1 000	R 2 000
DISTURBING THE PEACE			

Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying or any other activities causing disturbance by residents or their employees, visitors or contractors.	Written warning	R1 500	R3 000
Drunk or disorderly conduct in any communal area (Possible ban from the Clubhouse)	Written warning (Possible ban from the Clubhouse)	R1 500 (Possible ban from the Clubhouse)	R3 000 (Possible ban from the Clubhouse)
Underaged possession or drinking or possession or use of drugs in communal area	Parents contacted and Written warning (Confiscated alcohol or drugs)	Parents contacted and R1 500 (confiscated alcohol or drugs)	Parents contacted and R3 000 (confiscated alcohol and drugs)
Lights causing a disturbance or a nuisance or discomfort to their neighbours, members or fauna.	Written warning	R500	R1000
SECURITY			
Failure to Stop for, or Evasion of, Enforcement	R2000	R4000	R6000
Unauthorised use of access cards by any person.	R5 000	R10 000	R20 000
Unauthorised entry into the Estate by any person.	R5 000	R10 000	R20 000
Treating HOA Staff or affiliated service provider personnel in an abusive manner.	Written warning	R2 000	R5 000
Bringing any form of labour into the Estate without following the correct procedures in terms of permits.	R2 000 per person	R3 000 per person	R5 000 per person
Members allow anybody into the Estate without following the correct procedures in terms of permits.	R2 000 per person	R3 000 per person	R5 000 per person
Tailgating i.e. gaining unauthorised access into the Estate by slipping under the boom which was raised to allow access to the previous person.	R5 000	R10 000	R20 000
Gardners and domestics not in possession of a valid identification card.	Written warning	R2 000	R3 000
Deliberate obstruction of access/egress to/from Estate.	R50 000 per incident		
PETS			
Barking dogs. Pets becoming a nuisance in the Estate.	Written warning	R500	R1 000
Pets roaming the streets.	R1 000	R2 500	R5 000
Dogs are not on a leash.	R1 000	R2 500	R5 000
Dogs swimming in the dams / public water features	R1 000	R2 500	R5 000
Pets roaming in the game reserve	R2 000	R4 000	R5 000
Dogs not on a leash in the game reserve	R2 000	R4 000	R5 000
Walking your dog in the game reserve anywhere other than the tarred road	R2 000	R4 000	R5 000
Keeping more than three dogs or three cats.	Written warning (30 days to comply)	R 500 per pet per month	
Failure to remove pet/s faecal matter	R1 000	R2 500	R5 000
ENVIRONMENT			
Dumping of rubble, refuse or building material anywhere in the Estate.	R5 000	R10 000	R20 000
Littering.	R200	R500	R1 000

Burning of rubbish in the Estate.	R5 000	R10 000	R20 000
Fauna and flora chased, trapped, harmed, removed or interfered with, harassed, or killed in any way. This includes protected or environmental areas	Cost of replacement plus R5 000	Cost of replacement plus R10 000	Cost of replacement plus R20 000
Discharging water from an irrigation system, swimming pool, water feature, jacuzzi, fishpond, basement or sump onto road surfaces.	Written warning (7 days to comply)	R1 000	R5 000
Washing visible from the street, golf course and game reserve	Written warning (7 days to comply)	R1 000	R2 500
Dwelling unoccupied or occupied where pool safety and external maintenance is not complied with.	Written warning (21 days to comply)	R2 500 per month from month 1- 3 R5 000 per month from month 4-6 R10 000 per month from month 7 onwards	
General garden maintenance unoccupied or occupied	Written warning (48 hours to comply)	R1 000 per occasion 1st offence R2 000 per occasion 2nd offence R3 000 per occasion 3rd offence and thereafter. The above penalties will be raised as well as the cost of cleaning the garden.	
Encroachments onto communal or municipal property.	Written warning (7 days to comply)	R 5 000 per month	
Enforcement of Laws, By-Laws, and Restrictions	Written warning	R500	R1000
Illegal connections of stormwater to the sewerage system. Unauthorised pumping of water from dams or boreholes.	R5 000 per month		
Removal of any tree/s from any communal area or municipal area which includes the sidewalk without the permission of the HOA and the Environmental Committee	R5 000 per tree		
GOLF COURSE			
Playing golf or practising on the course is not part of official play.	R1 000	R2 500	R5 000
The in-bounds (playing) areas of the golf course, except for golf cart paths, may only be used, by playing golfers during golfing hours.	R1 500	R3 000	R5 000
Interfering with official out-of-bounds stakes.	Written warning	R2 000	R3 000
Removing practice balls from the driving range.	R1 000	R2 500	R5 000
Removal of golf balls from the dams and river ways	R1 000	R2 500	R5 000
Vandalism.	Cost of repair plus R5 000	Cost of repair plus R10 000	Cost of repair plus R20 000
Contravening golf course rules	R1 000	R2 500	R5 000
Found on any area on the golf course except the cart paths between 22h00 and 04h00.	R 1 000 per person	R 2 000 per person	R 3 000 and increase by R2 000 per occasion after the 3rd time
GENERAL			
Operating a home enterprise in the Estate without prior Local Authority and/or Association approval.	Written warning (30 days to comply)	R10 000 per month	

Operating an unauthorised Guesthouse, short stay accommodation etc	Written warning (30 days to comply)	R10 000 per month	
Unauthorised advertising in the Estate.	R1 000	R2 500	R5 000
Unauthorised flying of remotely piloted aircraft systems.	R2 500	R5 000	R10 000
Vandalism to communal property.	Cost of repair plus R5 000	Cost of repair plus R10 000	Cost of repair plus R20 000
Operating a scooter (Motorised or Non-Motorised) without a helmet.	Written warning	R1 000	R2 000
Operating a Motorised Scooter on the roads of the Estate without a valid driver's or learner's licence.	Written warning	R1 000	R2 500
Exceeding the 20 km/h Motorised Scooter speed limit.	Written warning	R1 000	R2 500
Operating a Motorised Scooter or Golf Scooter in an off-limit area (golf course, parks, nature reserve), other than a Golf Scooter while playing golf.	Written warning	R1 000	R2 000
Failure to Stop for, or Evasion of, Enforcement	Written warning	R1 000	R6000