

## Members Code of Conduct

### 1. NAME

- 1.1 This Members Code of Conduct (“**Code of Conduct**”) forms part of the Associated Documents of the Bushbuck Hills Game Farm Homeowners Association CONSTITUTION (the “Constitution”)

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 Words, phrases and definitions in this Code of Conduct shall bear the same meaning as defined in the Constitution and where not therein defined, they shall have the meaning as defined in this Code of Conduct. If any word or phrase are not defined in the Constitution or in this Code of Conduct, then such words and phrases shall have their ordinary meaning.
- 2.2 In the event of any inconsistency, conflict, or ambiguity between this Code of Conduct and the Constitution (an “**Inconsistency**”), the provisions of the Constitution shall apply.
- 2.3 In the event of an Inconsistency, the Trustees must take all necessary steps, whether at an AGM or Special General Meeting, or as provided for in the Constitution or any Associated Document, to amend such Inconsistency to align such provision with the Constitution.

### 3. AMENDMENTS TO THE CODE OF CONDUCT

- 3.1 Except as provided for in this Code of Conduct, and despite any other provision of the Constitution, no amendment may be made to this Code of Conduct without 80 (eighty) percent of the Members agreement thereto in writing.

### 4. PREAMBLE

- 4.1 The Code of Conduct is intended to [1] promote and maintain harmonious relationships between all stakeholders, [2] generally look after the communal interests and [3] ensure that Members conduct themselves in a good and responsible manner whilst on the Property. Accordingly, Members must comply, and must ensure that their authorised guests comply (in so far as it is applicable), with all of the provisions of this Code of Conduct at all times whilst on the Property.

### 5. HOUSEHOLD REFUSE

- 5.1 Every owner of an Erf shall;
  - 5.1.1 Maintain in a good state of repair and cleanliness a receptacle for household refuse on his Erf and
  - 5.1.2 ensure that before household refuse is placed in such receptacle, it is securely wrapped in a suitable vermin proof container;
  - 5.1.3 ensure that such receptacle is placed in an area designated by the Trustees, on collection days;
  - 5.1.4 comply with any requirements of the local Authority regarding the keeping and collection of household refuse on his Erf;
  - 5.1.5 ensure that after the collection of household refuse, the receptacle is promptly returned to the designated area;
  - 5.1.6 ensure that the receptacle is not visible from any access road (other than during collection times) or neighbouring property;
  - 5.1.7 ensure that no household refuse is left outside the property except for collection on designated collection days and
  - 5.1.8 ensure that household refuse is recycled wherever possible.

### 6. GARDEN REFUSE

- 6.1 Every owner of an Erf shall;
  - 6.1.1 Maintain in a good state of repair and cleanliness a receptacle for garden refuse on his Erf;

- 6.1.2 ensure that before garden refuse is placed in such receptacle, it is securely wrapped in a suitable vermin proof container;
  - 6.1.3 ensure that such receptacle is placed in an area designated by the Trustees, on collection days;
  - 6.1.4 comply with any requirements of the local Authority regarding the keeping and collection of garden refuse on his Erf;
  - 6.1.5 ensure that after the collection of garden refuse, the receptacle is promptly returned to the designated area;
  - 6.1.6 ensure that the receptacle is not visible from any access road (other than during collection times) or neighbouring property;
  - 6.1.7 ensure that no garden refuse is left outside the property except for collection on designated collection days and
  - 6.1.8 ensure that garden refuse is recycled wherever possible.
- 6.2 An Owner of an Erf may (if he so chooses) only use garden services contractors that are approved by the Trustees.
- 6.3 Approved garden services contractors may only operate on Business Days between the hours of 8:00am and 4:00pm.

## **7. HOUSEHOLD AND GARDEN REFUSE COLLECTION DAYS**

**Amendments to this clause 7 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 7.1 Collection days shall be as follows;
  - 7.1.1 Residential Zone 1- Monday's
  - 7.1.2 Residential Zone 2- Tuesday's
  - 7.1.3 Residential Zone 3- Wednesday's
- 7.2 If any day designated for collection is not a Business Day, then that collection day shall be the next Business Day.

## **8. USE OF VEHICLES ON THE PROPERTY**

- 8.1 A Member, including any of his authorised guests, may operate a motorised vehicle on the Property subject to the provisions of this clause 8.
- 8.2 Except as provided for in clause 8.3, only person/s authorised by a relevant Authority may operate a motorised vehicle on the Property.
- 8.3 If a person may lawfully operate a motorised vehicle without requiring the approval of a relevant Authority, then such persons may operate such motorised vehicle.
- 8.4 Use of a motorised vehicle on the Property is subject to the following;
  - 8.4.1 Use of a motor vehicle is at the sole risk of the vehicle operator;
  - 8.4.2 Hooters may not be used other than in the case of an emergency;
  - 8.4.3 Motorised vehicles may only be used on roads and tracks designated for motorised vehicles as indicated on the Site Plan;
  - 8.4.4 All motorised vehicles must meet all the relevant legal requirements in terms of any relevant Law;
  - 8.4.5 Vehicle operators must comply with all relevant Law.
- 8.5 Maximum speed limits on the Property shall apply as follows;
  - 8.5.1 On all roads and tracks in demarcated Residential Zones – 30km/hr.
  - 8.5.2 On all roads and tracks other than in a Residential Zone - 30km/hr.
- 8.6 Motorised vehicle operators must comply with all road signage, markings and the like on the Property.
- 8.7 No motorised vehicle heavier than 7,500 kg (seven thousand five hundred kilograms) may be driven on the Property other than by the written consent of a Trustee or Reserve Owner (whichever is applicable).
- 8.8 Delivery vehicles may only enter onto the Property on Business Days between the hours of 8:00am and 3:00pm except with the prior written approval of a Trustee.
- 8.9 The Trustees may at any time introduce any traffic calming measures that they deem necessary;
- 8.10 No aircraft may be landed on the Property without the prior written approval of a Trustee.

- 8.11 Pedestrians and Animals have right of way at all times;
- 8.12 No person shall operate a motorised vehicle on the Property in such a manner that would constitute an offence under any Law;
- 8.13 The Association may at its sole discretion impose a fine on any person operating a motorised vehicle on the Property if such person contravenes any of the provisions of this clause 8.
- 8.14 Any fine imposed by the Trustees under this clause 8 on an offending person must be reasonable in the context and shall be binding on the relevant Member.

## **9. SPECIAL RULES RELATING TO FAUNA AND FLORA**

- 9.1 It is common knowledge that Animals may be temperamental, unpredictable and dangerous, and accordingly Members (including their authorised guests) must exercise caution at all times whilst on the Property; each Member therefore expressly agrees that access onto the Property, including use of the Private Nature Reserve, shall be entirely at his own risk and he waives any right to claim damages of any type whatsoever from Reserve Owner and/or the Association for any injury or loss (including death) that may arise on account thereof in respect to any interaction with an Animal.
- 9.2 Notwithstanding any other provisions of this Constitution, Members agree (and shall ensure that any of their authorised guests agree) to undertake any outdoor activities at their own risk.
- 9.3 Animals shall have right of way at all times on the Property.
- 9.4 No Member (including any of his authorised guests) may use a motorised vehicle in such a way as to cause distress or danger to any Animal.
- 9.5 No Member (including any of his authorised guests) is permitted to feed the Animals other than as provided for in the Constitution.
- 9.6 No Member (including any of his authorised guests) may remove any Animal from the Property without the written consent of the Reserve Owner; if any person so does, that Member must pay to the Reserve Owner on demand, the full replacement value of such animal and shall in addition be liable to pay a fine imposed by the Trustees that is reasonable in the context.
- 9.7 If any Member (including any of his authorised guests) is found to have harmed any Animal for any reason whatsoever (other than accidentally), that Member must, if so demanded in writing by the Reserve Owner, pay to the Reserve Owner a fine that is reasonable in the context.
- 9.8 If any Member (including any of his authorised guests) is found to have killed any Animal for any reason whatsoever (other than accidentally), that Member must, if so demanded in writing by the Reserve Owner, pay to the Reserve Owner the full replacement value of such Animal.
- 9.9 If any Member (including any of his authorised guests) is found to have harmed an Animal to the extent that, in the opinion of any person registered with the South African Veterinary Council, such Animal is required to be euthanised, that Member must, if so demanded in writing by the Reserve Owner, pay to the Reserve Owner the full replacement value of such Animal and any costs incurred by the Reserve Owner or Private Nature Reserve on account thereof.
- 9.10 For the avoidance of doubt, any fine imposed in terms of this clause 8 shall be deemed to be reasonable to the extent that it is in line with those provisions of any relevant Law.
- 9.11 If a Member finds any Animal in distress or posing a threat to any person or property, such must be reported to the Association, the Reserve Owner, the Private Nature Reserve or any of their designated representatives forthwith.
- 9.12 If any Member (including any of his authorised guests) is found to have picked, defaced or removed any flora or committed any act or failed to commit any act that may, in the reasonable opinion of the Trustees, be likely to harm or have a detrimental effect on the environment or flora, such Member shall be liable to pay a fine imposed by the Trustees that is reasonable in the context.
- 9.13 Members (including their authorised guests) must comply with the provisions of the EMP in so far as they are responsible therefore.
- 9.14 The Association is jointly and severally liable to the Reserve Owner for any acts or omissions of any Member (including any of their authorised guests) in so far as those acts or omissions cause any damage or loss to the Reserve Owner as contemplated under this clause 8.

## **10. PARKING**

- 10.1 Members (including their authorised guests) must park their vehicles in areas designated for parking on the Site Plan.
- 10.2 Vehicles exceeding 7,500kg (seven thousand five hundred kilograms) must have written permission from a Trustee to enter into and to park on the Property.
- 10.3 If any Member (including their authorised guests) is in breach of these parking rules, the Trustees may, at their sole discretion, arrange to have the offending vehicle moved to a designated parking area or off the Property at the risk and expense of the relevant Member.
- 10.4 Member (including their authorised guests) are required to be courteous towards other road users and must take reasonable steps to prevent any unnecessary obstruction on the roads and vehicle tracks on the Property.

## **11. USE OF RESIDENTIAL ERVEN**

- 11.1 Residential Erven must be used in compliance with the CoE, Constitution and any relevant Associated Document at all times.
- 11.2 Members may not use their residential property or Erf for any purposes other than residential purposes.
- 11.3 Advertising boards/ signs/ business signage/ for-sale signs etc. are not permitted without the written consent of the Trustees.

## **12. ENVIRONMENTAL ISSUES**

- 12.1 Each Residential Owner must keep his Erf clear of invasive alien vegetation, a list of which is available in the EMP.
- 12.2 Cutting, trimming and clearing of flora in accordance with the EMP is permitted by a Member on his Erf subject to the relevant provisions of the Constitution and any relevant Associated Document.
- 12.3 Cutting, trimming and clearing of flora other than in accordance with the EMP is prohibited by a Member anywhere on the Property.
- 12.4 Littering is strictly prohibited.
- 12.5 Fireworks are strictly prohibited.
- 12.6 Picnicking is permitted in a Residential Zone in areas designated for picnicking on the Site Plan.
- 12.7 Camping is not permitted other than as provided for in the Constitution and where so provided, only in areas designated for such purpose on the Site Plan.
- 12.8 Reserve Owner and/or the Trustees shall be entitled to prohibit or restrict access to any part of Erf 113 from time to time in order to preserve either fauna and flora subject to the following;
  - 12.8.1 Reserve Owner and/or the Trustees must give reasonable notice (as the context requires) to Members and
  - 12.8.2 Such prohibition or restriction of access must be reasonable in the context and must not extend beyond any period of time than is necessarily required.
- 12.9 No person shall discharge any firearm, air rifle, cross bow, catapult or similar weapon or device on or about the Property, other than in accordance with the provisions of the Constitution and where so provided, only in the areas designated for such activity on the Site Plan.
- 12.10 No person may deposit any harmful or hazardous substances down drains or toilets.

## **13. APPROVED CONTRACTORS AGENTS AND THE LIKE**

**Amendments to this clause 13 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 13.1 A person/s shall only be approved in terms of this clause 13 after the Trustees have satisfied themselves as the suitability of such person/s and after such person has entered into an agreement with the Association for the supply of services.
- 13.2 Approved garden services contractors are
  - 13.2.1 Contractor 1
  - 13.2.2 Contractor 2

- 13.2.3 Contractor 3
- 13.3 Approved letting/ sales agents
  - 13.3.1 Agent 1
  - 13.3.2 Agent 2

## 14. NOISE

**Amendments to this clause 14 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 14.1 No Member (including any authorised guest/s of a Member) shall make, cause or permit any noise or disturbance or do or allow anything to be done that may constitute a nuisance to other Members.
- 14.2 Burglar alarms must not be allowed to create a nuisance to other Members.
- 14.3 The short term and/or intermittent use of machinery and/or power tools for domestic purposes by Members is allowed during the hours of;
  - 14.3.1 On Business Days, Monday – Friday from 8am -4pm
  - 14.3.2 On Saturday's other than a public holiday from 9am -2pm
- 14.4 Improvement and/or construction works whether undertaken by a contractor or Member must be done during the following hours;
  - 14.4.1 On Business Days, Monday – Friday from 8am -4pm
  - 14.4.2 On Saturday's other than a public holiday from 9am -2pm
- 14.5 Notwithstanding any restriction on noise in this Code of Conduct, a Member may whether himself or by a contractor undertake any emergency works at any time that are reasonable in the context.
- 14.6 The playing of loud music is prohibited in so far as it causes a nuisance to other Members.

## 15. DOMESTIC WORKERS

**Amendments to this clause 15 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 15.1 Domestic workers include any person authorised and paid by a Member to perform normal household tasks in a property or on an Erf including but not limited to cleaning the house and gardening activities.
- 15.2 Members may employ the services of domestic workers from time to time subject to the following;
  - 15.2.1 Members must register a domestic worker with the Association.
  - 15.2.2 Domestic worker registration must be renewed after 12 consecutive months following the registration date;
  - 15.2.3 Members are allowed a maximum of 2 live-in domestic workers per household.
  - 15.2.4 Non-live-in domestic workers are allowed to be on the Property between the hours;
    - 15.2.4.1 Monday – Friday 06:00am – 18:00pm and
    - 15.2.4.2 Saturday's 8:00am – 2:00pm
  - 15.2.5 Domestic workers are not permitted to be on the Property on public holidays or outside of the hours provided herein.
- 15.3 Members must ensure that domestic workers are aware of and abide by any relevant provision of the Constitution or Associated Document.
- 15.4 Domestic workers may not receive visitors on the Property.

## 16. SECURITY

**Amendments to this clause 16 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 16.1 Any emergency amendment or addition to any security provision deemed necessary for the security of either the Property or any person thereon may be made at any time upon the written approval of two Trustees, whereupon such amendment or addition shall immediately be binding on all persons on the Property, subject to the following;

- 16.1.1 the Trustees must unanimously approve such emergency amendment or addition within one calendar month of the amendment or addition failing which the amendment or addition shall lapse and be on no force and effect;
- 16.1.2 the requirement of clause 16.1.1 shall not preclude any Trustee from rejecting such amendment or addition in writing at any stage within the prescribe timeframe whereupon such amendment or addition shall immediately lapse and be on no force and effect;
- 16.2 All security procedures and protocols in force from time to time must be strictly adhered to by all persons; Members being at all times responsible for their authorised guest/s, domestic workers and the like.
- 16.3 Entrance onto and exit from the Property shall be by way the Main Gate only.
- 16.4 Any person entering or exiting the Property is required to sign such forms as the Reserve Owner or his appointed security personal shall deem necessary including a declaration and indemnity agreement (“**Declaration and Indemnity**”).
- 16.5 The Association may issue access discs, permits or the like to its Member annually to expedite entrance onto the Property save that any discs, permits or the like issued shall only remain valid for entry during the calendar year of issue.

## 17. DOMESTIC PETS

**Amendments to this clause** Error! Reference source not found. **may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 17.1 The Trustees will at their sole discretion decide what constitutes a domestic pet for the purposes of this clause 17.
- 17.2 The Trustees written approval is required before any domestic pet is allowed onto the Property “**Domestic Pet Approval**”.
- 17.3 Only Members (including their immediate family members) shall be allowed to keep domestic pets within the confines of the relevant Members Erf whilst such Member is on the Property.
- 17.4 Domestic pets may only be left unattended on an Erf for a few hours at a time.
- 17.5 Subject to clause 17.1, each household shall be allowed up to [3] domestic pets.
- 17.6 Members must take reasonable steps to contain their domestic pets to the Erf of the relevant Member except in cases where such pet is on a leash or other suitable restraint and in the care and supervision of a competent person whilst on (for example) walks.
- 17.7 Domestic pets may only be walked within a designated Residential Zone.
- 17.8 Domestic pets must not be allowed to cause a nuisance, disturbance or annoyance to any other person.
- 17.9 Domestic pets must (as is appropriate in the context) wear a collar with a name tag bearing the owner’s name, Erf number and contact number.
- 17.10 Other than as provided for in clause 17.6, if a domestic pet is found on the Property other than on the relevant owners Erf, the Trustees may in their sole discretion and without incurring any liability therefore, remove such domestic pet from the Property if the owner cannot be found or contacted; the costs incurred on account thereof to be borne by the owner.
- 17.11 Other than as provided for in clause 17.6, if a domestic pet is found to be regularly on the Property other than on the relevant owners Erf, the Trustees may give the relevant owner 2 (two) days’ notice in writing to remove such domestic pet from the Property and if the owner fails to comply with such notice, the Trustees may remove the domestic pet on the next occurrence of a breach and claim all costs incurred on account thereof from the owner.
- 17.12 If a domestic pet is removed from the Property whether by the Trustees or owner in terms of clause 17.11, then any former Domestic Pet Approval shall be deemed immediately revoked; the Trustees may, but shall not be obliged, provide any further Domestic Pet Approval in respect to that domestic pet subject to such terms and conditions as is reasonable in the context.
- 17.13 Fouling by pets on any part of the Property other than on the relevant owners Erf must be removed immediately by the owner.

- 17.14 Owners of domestic pets must ensure that any required treatments, inoculations and the like as prescribed by Trustees on a Domestic Pet Approval document are undertaken in accordance with the provisions therein; proof of such treatments, inoculations and the like to be made available by owners on request by any Trustee.
- 17.15 The Trustees may impose a fine as is reasonable in the context on any owner who fails to comply with his obligations in terms of this clause 17.
- 17.16 If domestic pets cause harm or damage to Animals or flora the Trustees shall be entitled to impose appropriate fines and/or require the owners to remove the offending pets from the Property as is reasonable in the context.

## 18. LETTING OF RESIDENCES AND RESALE

- 18.1 No Residential Owner may let/rent his property to any third party (“**Leasee**”) without the prior written approval of the Trustees, such approval not to be unreasonably withheld or delayed and such approval in all cases being subject to the following minimum requirements;
- 18.1.1 Residential Owner and Leasee must agree to execute a lease agreement in the form approved by the Association (“**Lease Agreement**”) and
- 18.1.2 Leasee, including those persons living in the property with Leasee, must agree to comply with the Constitution and all Associated Documents as are applicable and required in terms of the Lease Agreement and
- 18.1.3 Leasee and the relevant Residential Owner shall be jointly and severally liable to an aggrieved party for any breach by Leasee, (including breach by those living in the property with Leasee) of any of the terms and conditions of the Lease Agreement, Constitution or Associated Document to the extent that such breach causes any loss to Reserve Owner, Resort Owner, Private Nature Reserve, Private Resort, the Association or any other person.
- 18.2 Only sales and/or letting agents approved by the Trustees may be used for the purpose of sales or letting transactions.

## 19. OCCUPANCY

**Amendments to this section 19 may be made from time to time upon unanimous approval of the Trustees, such approval to be recorded in writing.**

- 19.1 Residential Owners must ensure that their property is not occupied by more occupants than would ordinarily be regarded as an acceptable number of occupants for such residence having regard to the size of the residence, the number of bedrooms and the nature of the Development itself.
- 19.2 Clause 0 shall not act so as to preclude a Residential Owner from allowing the occupation density to exceed the acceptable number from time to time for limited time periods.
- 19.3 Notwithstanding clause 19.2, the Trustees may at any time by written notice to a Member retract such Members clause 19.2 rights, such retraction to remain in effect for the remainder of the calendar year to which the retraction is applicable.

## 20. DAMS AND STREAMS

- 20.1 No person shall launch any craft or boat (whether motorised or not) of any description on any dam on the Property.
- 20.2 No water sport (including but not limited to scuba diving, spear fishing, windsurfing and the like) is permitted on or in any dam and/or stream on the Property.
- 20.3 No person shall enter any dam on the Property without prior written consent of the Trustees.
- 20.4 No person shall pollute or permit the pollution of any dam and/or stream on or about the Property by any substance that may in any manner be injurious to any fauna or flora or which may in any way be unsightly.
- 20.5 No person is permitted to draw water from any water body (other than a swimming pool) on the Property without a permit issued by the relevant Authority except in the event of an emergency if it is reasonable in the context.

20.6 Notwithstanding any provision of this clause 20, the Reserve Owner may permit fishing (whether off a motorised or non-motorised craft or boat) at his sole discretion on Erf 113 and may, where agreed upon by all relevant parties, allow Residential Owners, Resort Owner and their respective guests to fish on Erf 113 subject to the terms and conditions of the relevant Temporary Right.

## **21. SYNDICATION OWNERSHIP**

21.1 Syndication ownership of an Erf, including property thereon, is limited to 10 (ten) natural persons, irrespective of whether the natural persons;

21.1.1 are registered co-owners of the Erf; or

21.1.2 hold an interest in any legal entity which is a registered owner of the Erf.

## **22. COMMERCIAL ACTIVITIES**

22.1 For the purpose of this clause 22, any restrictions on a Residential Owner shall be a restriction on such person in his capacity as a Residential Owner only. Restrictions herein shall not apply to the Reserve Owner, Private Nature Reserve, Resort Owner or Private Resort and such restrictions shall only apply to the Residential Even of the Association as is reasonable in the context.

22.2 Residential Owners may not carry out any business activity of any type whatsoever on the Property without the prior written approval by the Trustees, except the following:

22.2.1 To rent or lease the property to the Reserve Owner, Private Nature Reserve, Resort Owner or Private Resort from time to time to be used as accommodation for guests or clients.

22.3 Residential Owners may not erect any advertising boards or any business signage of any type whatsoever on or about the Property.

## **23. BUILDING REQUIREMENTS AND CONSTRUCTION**

23.1 All improvements and/or construction works on any Erf shall be effected strictly in accordance with the provisions of the Constitution and any relevant Associated Documents including (but not limited to), the Architectural Guidelines and the Builders Code of Conduct.

23.2 Members shall have a right to undertake improvements and/or construction works on their Erf from time to time subject to the following;

23.2.1 A Member may only use contractors who are approved by the Trustees.

23.2.2 A Member may not commence with any improvements or construction works without the prior written consent of the Trustees, such consent not to be unreasonably withheld or delayed; the purpose of this provision is to allow Trustees to satisfy themselves that such improvements and/or construction works are fully compliant with the provisions of the Constitution and all relevant Associated Document/s.

23.2.3 If in the context of construction of a new dwelling on a vacant Erf, Members must complete such construction works within 18 (eighteen) months following either the transfer of such Erf to the relevant Member or the demolition of previous dwelling on such Erf (whichever is applicable).

23.2.4 If in the context of improvements to an existing dwelling on an Erf, Members must complete such improvements within 6 (six) months of the Trustees written approval to carry out such works.

23.2.5 If, during any improvement and/or construction works as contemplated under this clause 23.1, such works are suspended for any period longer than 1 (one) month or more, the Trustees may at their sole discretion serve notice on the relevant Member to re-commence works forthwith.

23.3 In any event, whether improvement work or construction work, Member must ensure that the appointed contractor shall regularly and diligently proceed with the same, that all such works shall be undertaken in a proper and workmanlike manner with as little disruption to any persons (as is reasonable in the context) and that the works areas shall at the end of each day be left clean and tidy (as is reasonable in the context) so as not to become unsightly for neighbours and other persons on the Property.

23.4 If any Member undertaking improvement and/or construction works as contemplated under this clause 23 is in breach of any of these provisions and, following written notice by any Trustee, fails to remedy such breach in accordance with the time period stipulated in clause 23.5, then the Trustees may at their sole discretion impose a fine on the offending Member as follows;

- 23.4.1 In context of untidy/ unsightly worksite, Trustees may impose a fine of 0,5 (half) times applicable monthly Levy for any offence except that such fines may not be imposed more than twice per week.
- 23.4.2 In the context of a delay to works contemplated under clause 23.2.3, Trustees may impose a fine of up to 2 (two) times the applicable monthly Levy except that such fines may not be imposed more than twice per month.
- 23.4.3 In the context of a delay to works contemplated under clause 23.2.4, Trustees may impose a fine of up to 5 (five) times the applicable monthly Levy except that such fines may not be imposed more than once per month.
- 23.5 Trustees must allow a Member time to remediate any breach under this clause 23 as follows;
  - 23.5.1 In terms of clause 23.4.1, a Member must remediate forthwith but not later than 2 (two) days after such notice is issued.
  - 23.5.2 In terms of clause 23.4.2, a Member must remediate within 1 (one) month after such notice is issued.
  - 23.5.3 In terms of clause 23.4.3, a Member must remediate within 2 (two) weeks after such notice is issued.
- 23.6 Trustees may not issue any notice or fine in terms of clause 23.4 vexatiously.
- 23.7 Trustees should always attempt to (but shall not be obliged) give reasonable notice to a Member of their intentions to take any necessary action under this clause 23.
- 23.8 Trustees must always act reasonably in the context in so far as carrying out their duties to the Association under this clause 23.

## **24. ELECTRICITY SUPPLY**

- 24.1 Electricity supply provided by the Member on any Erf shall be effected strictly in accordance with the provisions of the Constitution and any relevant Associated Documents including (but not limited to), the Architectural Guidelines.
- 24.2 The Association does not guarantee the supply of electricity to any person and shall not be liable to any Member, authorised guest/s or any other person (whether natural or juristic) on account of either intermittent or permanent disruption to the supply of electricity on the Property for any reason outside of the reasonable control of the Association.
- 24.3 The Association shall, in so far as it is responsible therefore and able, take reasonable steps to procure and maintain a suitable and safe supply of electricity to all Residential Erven on the Property.
- 24.4 The Association shall not be liable for any failure, variation or interruption of quality or quantity of electrical services (including lack thereof) for any reason outside of its reasonable control.
- 24.5 Member shall not be relieved of any liability to pay Levies at the amounts properly prescribed, to the Association on account of any inadequacy in the supply (including lack of supply) or quality of electricity to any Erf on the Property.
- 24.6 The Association shall, if it is responsible therefore, take reasonable steps to rectify any deficiency in the supply of electricity to the Property or any Erf thereon and if any costs are incurred on account thereof, such costs will be borne by the Members.
- 24.7 No unauthorised person shall in any manner or for any reason whatsoever interfere with the electrical supply system on the Property.
- 24.8 For the avoidance of doubt, only competent persons who are authorised by a relevant Authority or the Association (whichever is applicable in the context) shall be allowed to attend to any maintenance, repairs or installation on the electrical system on the Property; a person shall be deemed to be competent under this section if they are competent for such purposes in terms of any relevant Law.
- 24.9 The Association shall not be responsible for reverifying the competent of any person appointed by and working under the supervision of the relevant Authority.
- 24.10 The Members shall be responsible for paying any charges for electricity as determined by Eskom (due payment), or the relevant service provider, notwithstanding that the accuracy thereof is questioned; this clause 24.10 shall not act so as to prevent any Member or the Association from challenging the accuracy of any due payment following payment thereof.
- 24.11 All aspects relating to the electrical system and maintenance thereof shall be ascertained by the Trustees and accounted for in managed in accordance with the provisions of the Constitution.

## **25. SEWER TREATMENT**

- 25.1 Sewer systems installed by the Member on any Erf shall be effected strictly in accordance with the provisions of the Constitution and any relevant Associated Documents including (but not limited to), the Architectural Guidelines;
- 25.2 The Association shall be responsible for the management and maintenance of any waste water treatment plant placed on the Property for general use by Members.
- 25.3 Members using such waste treatment plant, if any, may not place down any drain or toilet any of the following;
  - 25.3.1 Large quantities of chemicals (this includes household products for example “Jik”);
  - 25.3.2 Large quantities of drain cleaning fluids;
  - 25.3.3 Fats and oils in quantities that not reasonable in the context;
  - 25.3.4 Plastic or inorganic products and
  - 25.3.5 Any other liquid or solid that is not normally intended to be deposited in drains or toilets.

## **26. DISPUTES BETWEEN MEMBERS, MANAGEMENT PROTOCOLS**

- 26.1 A Member should always attempt to settle conflict with another Member amicably, peacefully and quickly in a way that is fair to both/all relevant parties.
- 26.2 If all reasonable attempts to resolve any matter have been exhausted and such matter remains unresolved, then, if such matter is a matter that should be brought to the attention of the Trustees, such matter must be brought to the attention of the Trustees forthwith whereupon;
  - 26.2.1 The Trustees must first determine if such matter is a matter for their attention.
  - 26.2.2 If it is, then having given all necessary consideration to any applicable rules and regulations of the Constitution and any relevant Associated Document and having conducted any necessary investigations, the Trustees must decide as to how the matter is to be resolved, such decision to be final and binding on the relevant parties.
  - 26.2.3 If it is not, the Trustees must advise the relevant parties that it is not a matter for their attention in terms of the Constitution.
- 26.3 If, following a decision by the Trustees under clause 26.2.2 either of the relevant parties refuses or fails to comply promptly with the decision of the Trustees, then the Trustees may, without limitation to any other right or remedy that may have whether under the Constitution or otherwise, impose a monthly fine on the non-conforming Member equal to 1 (one) month Levy for as long as such non-conforming Member fails to comply with the Trustees decision.
- 26.4 Notwithstanding the provisions of 26.3, if after 2 (two) months following the decision of the Trustees as contemplated under clause 26.2.2, the non-conforming Member has failed to comply with the decision of the Trustees, then the Association and/or the aggrieved Member may seek relief from any court that has jurisdiction for a final determination on the matter and enforcement thereof.
- 26.5 The Trustees may impose a fine on any person whilst on the Property if such person is found to have contravened any rule or regulation of the Constitution, a relevant Associated Document, the Private Nature Reserve or Private Resort.
- 26.6 If a person being subject to a fine is a guest of a Residential Owner, then such Residential Owner shall be jointly and severally responsible for the payment thereof, such fine being due as a debt immediately payable by the relevant guest/ Residential Owner.
- 26.7 The provisions of this clause 26 are without prejudice to any other rights that the Association may have in terms of the Constitution or at law.

## **27. NOTIFICATION**

- 27.1 The official address of the Association that will serve as its Domicilium citandi et Executandi will be the Association offices situated on the Property or such other address as the Association may advise Members of from time to time in writing.
- 27.2 The official address of a Member that will serve as his Domicilium citandi et Executandi will be the Erf registered in the name of such Member and/or any other address given to the Association by that Member in writing.

## **28. GENERAL RULES**

### **28.1 Drying of washing;**

- 28.1.1 All washing lines or similar devices must be placed below the level of the garden/yard walls in order that they are not readily visible from the road and/or other erven.

### **28.2 Publicity material;**

- 28.2.1 No private, religious or commercial advertising notices or brochures and the like are permitted to be distributed on the Property.

### **28.3 Jumble sales and garage sales;**

- 28.3.1 No jumble sales or garage sales and the like may be held on the Property.

### **28.4 Fires and hazardous substances;**

- 28.4.1 No fires may be lit on the Property except in places specifically designated on the Site Plan for that purpose; the provision of this clause 28.4.1 shall not preclude any responsible Member from lighting a fire within the confines of his Erf, in properly designated and safe places (such as a properly constructed braai or fire place), for the purpose of heating, eating, recreation and the like,
- 28.4.2 No person shall bring or permit any person to bring any substance onto the Property or permit the storage of any substance on the Property which may constitute a fire hazard or a threat to the health of any of persons, flora or fauna.

### **28.5 General cleanliness and maintenance of Erf and property**

- 28.5.1 Members must always keep and maintain their Erf and property thereon in a good state of repair and cleanliness failing which, the Trustees may, at their sole discretion and acting reasonably, issue an “**Improvement Notice**” detailing such actions that an offending Member must take to rectify any breach of this clause 28.5.
- 28.5.2 If, having received an Improvement Notice, the offending Member fails to take such actions within such prescribed timeframe as detailed in the Improvement Notice, then the Trustees may, in addition to any other actions taken under clause 28.5.3, impose a fine as is reasonable in the context such amount being a debt immediately due and payable by such Member.
- 28.5.3 The provisions of clause 28.5 shall not limit the Trustees ability to take any other actions that they deem appropriate and reasonable in the context to remediate any breach contemplated under clause 28.5, the cost of which shall be immediately due and payable as a debt by the offending Member.

## **29. ENFORCEMENT OF THE RULES**

### **29.1 Trustees appointed to act on the Associations behalf may;**

- 29.1.1 take all such steps as may be reasonably necessary to ensure compliance with the rules and regulations of the Constitution including any Associated Document and
- 29.1.2 may prescribe any procedures pertaining to the enforcement of the rules and
- 29.1.3 may impose fines and penalties upon Members and/or their visitors and/or Leasee in the event of a contravention of the rules.

### **29.2 For the avoidance of doubt, any fine imposed by the Trustees on any guest or Leasee of a Member, shall be the responsibility of the relevant Member to discharge on demand by the Trustees.**