

**CONDUCT RULES**

**OF**

**HEROLDS BAY COUNTRY ESTATE**

**HOMEOWNERS ASSOCIATION**



**HEROLDS BAY**  
COUNTRY ESTATE

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## **CONDUCT RULES OF HEROLDS BAY COUNTRY ESTATE HOMEOWNERS ASSOCIATION**

**The authority to make and enforce these Conduct Rules is obtained in the Constitution of the Herolds Bay Country Estate Homeowners Association**

### **1 CONDUCT RULES**

- 1.1 In the event of any breach of the Conduct Rules by the members of any Member's household, or his guests, or lessees or any other person to whom the Member has given occupation or access to, the Member shall be liable as if such breach has been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 1.2 In the event of any Member disputing the fact that he has committed a breach of any of the Conduct Rules aforesaid or that the members of any Member's household, or his guests, or lessees or any other person to whom the Member has given occupation or access to has committed a breach of the Conduct Rules, a committee of 3 (three) Trustees appointed by the Chairperson for the purpose, shall adjudicate upon the issue at such time and in such manner and according to the procedures set out herein.

### **2 FINES AND PENALTIES**

- 2.1 Any person who contravenes or fails to comply with any provision of the Conduct Rules, or any condition or direction given in terms thereof, shall be deemed to have breached these Conduct Rules and the committee of Trustees referred to in clause 1.2 above will follow the following procedure:
  - 2.1.1 By written notice inform the Member of the contravention and warn the Member that if he, or the occupier fail/s to remedy the contravention within a period of 7 (seven) days and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Member; and
  - 2.1.2 If notwithstanding the written notice given by the Trustees in terms of clause 2.1, the Member or the occupier of the Erf fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Member, which notice shall state the reasons for the imposition of the penalty; or
  - 2.1.3 Summarily and without warning, by written notice impose a penalty on the Member, which notice shall state the reasons for the imposition of the penalty.
- 2.2 The penalty imposed under clauses 2.1.2 and 2.1.3 above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Member's levy statement and may be recovered from the Member in the same manner as applies to arrear levies, together with interest at the rate

- applicable to arrear levies.
- 2.3 The Trustees shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the Members on the Trustees at a general meeting.
- 2.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Member shall be deemed to be guilty of a separate contravention for every 24 (twenty four) hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 2.5 A Member may, within 30 (thirty) days of the date of the written notice in terms of clauses 2.1.2 and 2.1.3, submit an objection, with a motivation, against the penalty imposed, to the Trustees.
- 2.6 Upon receipt of the objection, the Trustees may:
- 2.6.1 withdraw or reduce the penalty; or
  - 2.6.2 schedule a Trustees' meeting for the purpose of considering the objection and invite the Member to attend the meeting.
- 2.7 At the Trustees' meeting aforesaid, the Member shall have the right to:
- 2.7.1 present his case;
  - 2.7.2 present any evidence, including the calling of witnesses, to substantiate his case;
  - 2.7.3 cross-examine any person called as witness in support of the charge;
  - 2.7.4 have access to documents produced in evidence; and
  - 2.7.5 produce mitigating factors.
- 2.8 The failure of a Member to attend the Trustees' meeting referred to in clause 2.6.2 shall not render the proceedings at the meeting void. Should the Member not attend the Trustees' meeting without providing a reasonable request for postponement, the Trustees may, in their sole discretion, continue with the Trustees' meeting and consider the objection in the absence of the Member.
- 2.9 Upon the conclusion of the Trustees' meeting, the Trustees shall deliberate the evidence and information presented and if so resolved, they may:
- 2.9.1 uphold the penalty; or
  - 2.9.2 withdraw or reduce the penalty.
- 2.10 Should the owner not agree with the decision of the Trustees in terms of clause 2.9 the Member may avail himself of the dispute resolution remedies provided for in the Constitution, without prejudice of

the other rights or remedies which may be available in terms of law:

- 2.11 Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the Association and shall be recoverable by ordinary civil process inclusive of adding such fine(s) onto the Member's levy account.

### 3 TRAFFIC

- 3.1 No person shall drive any vehicle on any road within the development in excess of 30 (thirty) kilometres per hour unless an appropriate sign indicates a higher or lower speed limit.
- 3.2 No person shall drive any vehicle or golf cart at any place within the development except:
- 3.2.1 upon the brick-paved portions or otherwise constructed portions of the roads as indicated on the general plan of the development and described in the Town Planning Scheme as part of the development for use as private roads;
- 3.2.2 upon any driveway on any Erf, or
- 3.2.3 upon any other road or track not referred to in clauses 3.2.1 or 3.2.2 above, specially designated by the Association as being for vehicular use on a plan of the development to be posted in the office of the Association for general information, and by means of appropriate signs.
- 3.3 Vehicles and golf carts shall be driven on the left hand side of the said roads within the development.
- 3.4 Pedestrians and wild life shall have the right of way at all places and at all times within the development and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or wild life to enjoy such right of way.
- 3.5 No person shall drive any vehicle on any road within the development unless he/she is the holder of a valid driver's licence as referred to in Chapter III of the Road Traffic Act, No.93 of 1996.
- 3.6 No person shall drive a golf cart within the development, unless he/she is 16 (sixteen) years old and at least holds a valid motor cycle licence, learner's licence excluded, or is 18 (eighteen) years old and at least is a holder of a valid driver's licence, learner's licence excluded.
- 3.7 Such a valid driver's licence, referred to in clause 3.5, shall be produced on request to any law enforcement officer or such other person or body as may be empowered to ensure compliance.
- 3.8 No vehicle shall enter or leave the development at any point except at the vehicle entrance gate, except in special circumstances and then only with the consent or at the direction of the Association.
- 3.9 All vehicles entering the development shall stop at the entrance gate and park in the designated parking areas. All adult occupants of the vehicles will be required to sign the relevant documents at reception. If access is permitted an entry permit will be attached to the windscreen of the vehicle. This entry permit may not be removed until the time of final departure. No parking in the driveways

at the entrance gates is allowed.

- 3.10 No vehicle shall enter the development unless admitted thereto by the guard on duty at the said entrance gate, provided however that the Association may issue to its Members a device enabling such Members to operate the vehicle entrance gate themselves, in which event such provision shall not apply.
- 3.11 No Members shall permit the use of such device for operating the said vehicle entrance gate by any person save another Member, or the guests or lessees of any Member.
- 3.12 Save where the aforesaid device for operating the entrance gate is employed, no vehicle shall enter the development except upon the production to the guard on duty at the entrance gate of an identification card or disc issued by the Association as evidence that the occupants of such vehicle are entitled to enter the development, or alternatively in the event of the occupants of such vehicle wishing to enter the development as the invitees of an occupant of the development, upon the said guard having satisfied himself by reference to the person having issued the invitation that the occupants of the said vehicle may be admitted to the development.
- 3.13 No vehicle with an excel mass exceeding 5 (five) tons will be allowed to use any road within the Development unless prior written permission for such use had been obtained in writing from the Trustees and in which case the Trustees would be entitled to impose conditions of use which should be strictly adhere to. In the event of such permission be granted, the Trustees shall be entitled to impose and access Levy payable before the intended use which access levy may be determined from time to time.
- 3.14 No person shall drive any vehicle or golf cart in the development while under the influence of intoxicating liquor or drug, which in any way may affect his ability to control such vehicle.
- 3.15 No person shall drink any alcoholic beverage whilst driving any vehicle or golf cart within the development.
- 3.16 No person shall use any road within the development in such a manner as to constitute a danger or a nuisance to any other person or property within the development.
- 3.17 No person shall use or drive any vehicle or golf cart on any road within the development in such a manner that would, if such a road were a public road within the Republic of South Africa, constitute a contravention of the Road Traffic Act, No.93 of 1996.
- 3.18 No person shall ride or allow a minor person to ride a bicycle after dark, unless such bicycle is fitted with a fixed working light in front and a reflector at the rear.
- 3.19 Riding of all vehicles and bicycles on grassed areas and footpaths will not be allowed. Bicycles found abandoned will be impounded and will only be released on payment of a fine.

- 3.20 Riding of golf carts on grassed areas and footpaths will not be allowed.
- 3.21 Golf carts may only be used within the development subject to the owner thereof having signed the indemnity required by the Association and provided the vehicle is fitted with working lights in front and red reflectors at the rear if used after dark. The Unit number of the owner must be displayed on the vehicle in such a way that it is easily visible during the day and at night. Attention is drawn to clauses 3.5 to 3.7 of the Conduct Rules concerning the driving of vehicles and golf carts in the development.
- 3.22 Apart from the person in control (an appropriately licenced driver) of any vehicle or golf cart being driven on any road within the development, nobody else shall partially or wholly take control of any steering mechanism and/or controls of such vehicle.
- 3.23 A two-seater golf cart shall only be used to transport two people, and a four-seater golf cart shall only be used to transport four people, with the exclusion of children under the age of 6 (six) years.
- 3.24 No person shall store, park or leave unattended by some person competent to drive such vehicle, any vehicle or golf cart at any place in the development except:
- 3.24.1 in a structure designed for use as a garage or carport;
- 3.24.2 In any area designated for the purpose by the Association by means of an appropriate sign, or
- 3.24.3 In a lay-by designated as such by means of an appropriate sign.
- 3.25 No Member shall park or allow to be parked more than 4 (four) vehicles, including vehicles in their garages upon any property where his Unit is situated.
- 3.26 All excess vehicles, including second and third cars etc. of homeowners and their visitors, must be parked in the designated parking area.
- 3.27 No Member, resident, guest or their visitors shall park any vehicle or golf cart in any open parking spaces on an Erf other than the one where their Unit is situated.
- 3.28 No Member, resident or visitor shall park a vehicle in the carport of another Member without that Member's written consent previously being submitted to the Security Department.
- 3.29 No caravans, trucks, motorcycles, four wheel motorcycles, three wheel motorcycles, scooters, water bikes (jet-skis) or powerboats may be parked or stored within the development, except where such vehicles are stored or parked inside a garage on an Erf.
- 3.30 Motorized scooters (battery or petrol driven), particularly models aimed for the use of children, shall not be allowed within the development as they do not comply with the Road Traffic Regulations i.e. they cannot be used on roads governed by the Road Traffic Act.
- 3.31 No trailer or golf cart shall be parked or stored within the development unless such trailer or golf cart

is parked or stored in a garage.

- 3.32 Trailers of homeowners, guests and visitors (excluding those mentioned in clause 3.32) who are entitled to park trailers at their Units, must ensure that such trailers are parked in the garage, or out of sight.
- 3.33 No helicopter or any other means of aerial conveyance may be landed at any place in the development except with the consent of and subject to such conditions as may be laid down by the Association.
- 3.34 For purposes of these Conduct Rules 'vehicle' shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 93 of 1996. Roads in the development are subject to the Roads Traffic Act as amended.

#### **4 OPEN SPACES**

- 4.1 No person shall anywhere in the development feed, disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.
- 4.2 No person shall anywhere in the development disturb, damage destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this section shall not apply with respect to the exercise by any person of any right granted to him by virtue of an agreement with the Association in regard to any area of exclusive use and enjoyment for garden purposes.
- 4.3 No listed invasive species mentioned in terms of the regulation to the National Environmental Management: Biodiversity Act No 10 of 2004 may be brought onto or planted in the development.
- 4.4 No camping or picnicking shall be permitted in the development or on the neighbouring farm or dam area.
- 4.5 No person shall discard any litter or any item of any nature whatsoever at any place in the development except in such receptacles and in such places, as may be set-aside for the purpose and designated as such by the Association.
- 4.6 No person shall use any open space within the development in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons in the development.
- 4.7 No person shall use, or conduct himself upon any open space within the development in such manner as may in the opinion of the Association detrimentally affect the open space or any of the amenities contained thereon.
- 4.8 The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such



areas shall be demarcated by means of wooden stakes painted red and placed at approximately 15 (fifteen) meter intervals.

- 4.9 No trail or path in the open space shall be used except by pedestrians unless specially designated for some other use by the Association.
- 4.10 Where the Association has entered into any agreement with any Member granting that Member the exclusive use and occupation of any area in the development, no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation.
- 4.11 For purposes of clauses 4.1 to 4.8 above, 'open space' shall mean any area in the development not covered by a building or representing an exclusive use area.
- 4.12 No person shall, anywhere in the development, discharge any fireworks or any pistol, airgun, revolver, rifle, machine gun, bow, cross-bow or any other arm as defined in terms of the Arms and Ammunitions Act, No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act, No. 71 of 1968, except in self-defence, or where specifically approved by the Association.
- 4.13 No person shall enter the shopping complex and adjacent golf course from the development, except by way of a path and gate so designated by the Association, and access will only be allowed after being issued with a token by the security attendant. No person shall enter the development from the shopping complex and adjacent golf course, other than through the said gate and on producing the said token.

## **5 DAMS AND RIVERS**

- 5.1 No person shall launch upon the dams or rivers in the development any craft of any description powered by a motor of any nature, save such craft as may be required in connection with any work to be carried out on the instructions of or in connection with the affairs of the Association, provided further that such craft shall have been approved by the Association.
- 5.2 No person shall without the consent of the Association launch upon the dam or river any craft of any description other than boats owned by the Association; provided however that the Association in its discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the Association may deem fit to impose.
- 5.3 No person using any boat upon the dam or river may embark thereon or disembark therefrom except at such points as may be designated by the Association for the purpose, or at a jetty provided by the Association except at a place which has been specially designated for the purpose by the Association.

- 5.4 No person shall swim in the river or any dam in or adjacent to the development.
- 5.5 No person shall fish or angle by any means whatsoever in, or take/remove any fish, live bait or crustaceans from the dam, river, stream or pond within the development except at the fishing pond which has been specially designated for such purpose by the Association.
- 5.6 No person shall pollute or permit the pollution of the dam or river within the development by any substance, which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
- 5.7 No person shall enter the dam, river, stream or pond within the development.
- 5.8 No person shall discard any litter or any article of any nature whatsoever in the dam or river in the development.

## **6 DOMESTIC REFUSE**

- 6.1 The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
  - 6.1.1 lay down the type and size of refuse containers to be obtained or used;
  - 6.1.2 give directions in regard to the placing of such refuse for collection;
  - 6.1.3 require the payment of a reasonable charge for the provision of such containers.
- 6.2 It shall be the duty of every owner or occupier of a Unit to ensure that such directions given by the Association are fully observed and implemented.
- 6.3 No person shall keep any refuse within or outside his Unit except in the containers aforesaid.
- 6.4 Containers shall not be kept in any place outside any Unit except such places as may be specifically
- 6.5 Set aside therefore or as may be approved by the Association from time to time.
- 6.6 Where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the Refuse Removal Services provided or arranged by the Association, the Association may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.
- 6.7 In the event of any person having to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass shall be arranged by the Association who shall dispose of same in such manner as it may deem fit.

## **7 DOMESTIC ANIMALS**

- 7.1 Only dogs will be permitted as pets in the development subject to the following specific restrictions:
  - 7.1.1 Written permission will have to be obtained from the Association to keep a dog in the development

and such permission must be renewed every 12 (twelve) months;

- 7.1.2 No dog with a height of more than 450 mm will be allowed;
- 7.1.3 A maximum number of 2 (two) dogs will be allowed per Erf;
- 7.1.4 A dog must be kept in an adequately contained area within the Erf and, when outside the Erf, must at all times be on a leash (regardless of how obedient or well trained) and under the control of a responsible person;
- 7.1.5 No dog is allowed to run loose in the development;
- 7.1.6 Fouling by a dog on common property belonging to the development, or on any property belonging to other Members, must immediately be removed and cleaned.
- 7.1.7 No dog may be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, squawking, etc
- 7.1.8 Periodical inspections by representatives of the Association to ensure compliance with the aforesaid restrictions may be carried out from time to time.
- 7.2 Guard dogs kept by the Association for security purposes or dogs kept by an owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog for such purpose, are specifically excluded from compliance with the requirements of clause 7.1.1 – 7.1.3 above.
- 7.3 In the event of any domestic animal being introduced into the development contrary to the provisions of these Conduct Rules, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to do so, the Association may in its discretion destroy such animal or impound it and facilitate its removal from the development by such means as It may deem fit, and recover any costs incurred by them in doing so from the Member concerned without prejudice to its right to recover any penalty imposed in terms of these Conduct Rules.
- 7.4 No person shall slaughter any animal or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the development.

## **8 SUPPLY OF ELECTRICITY**

- 8.1 A Member shall, prior to electricity being supplied to his Unit, enter into a written agreement with the Association for the supply of electricity and subject to such terms and conditions as it in its sole discretion deems fit.
- 8.2 Any charges or tariffs payable to the Association in terms of this Section for the supply of electricity shall be the prices determined by the Association who shall ensure that at least all monthly charges or tariffs levied by Eskom to the development are covered.

## 9 INSTALLATION OF GENERATORS

- 9.1 Members shall be entitled to install generators for purposes of back-up, but will have to submit a formal application to install a generator to the Trustees. The application will have to include the following:
- 9.1.1 The specifications of the generator to be installed.
  - 9.1.2 A location plan of the generator.
  - 9.1.3 An electricity lay-out plan showing detail of the connections to and from the generator.
  - 9.1.4 A fire Protection Plan.
  - 9.1.5 Envisaged noise level output measured in decibel.
- 9.2 Members, who choose to install household generators, should take the following rules for installation into consideration:
- 9.2.1 The noise level of the generator should not exceed 50 decibels at 1 meter. Mufflers, the Trex System or a French Drain System should be used to obtain the correct noise reduction level. The noise level will be tested by management subsequent to installation to ensure compliance.
  - 9.2.2 Only one diesel-driven, single phase generator of maximum 6 KVA (26 Amps - 6000 Wattage) per residence will be allowed. The rated amount of wattage used per residence should therefore be 90% (5400 watts).
  - 9.2.3 The generator should be of the household, "silent" sound proof type with an automatic switch-on/off capability.
  - 9.2.4 The generator should be seen as an emergency back-up and should only operate during power failures.
  - 9.2.5 The generator should be installed within the boundaries of that particular Erf, on a raised plinth inside a ventilated, dry, non-habitable room or compartment (utility room) with a solid door, but without any windows, away from any gas bottles.
  - 9.2.6 The generator should not be installed in the garage or any other room.
  - 9.2.7 The generator room or compartment should be secure and fireproof with at least one handheld fire extinguisher installed on the wall near the entrance to the room.
  - 9.2.8 The generator should be installed by a qualified, competent electrician.
  - 9.2.9 The generator should be properly grounded.
  - 9.2.10 There should be an opening of at least 1 meter on each side for access to the generator for servicing.

- 9.2.11 Diesel fuel for the generator may be stored in the fuel reservoir of the generator, but not in separate containers inside the generator room.
- 9.2.12 All generators in the development should be switched off between 22:00 at night and 06:30 the next morning.
- 9.2.13 The generator should be connected directly to the main electrical Distribution Board (DB) in the residence through an Automatic Change Over Switch (ATS), connected to a timer. The timer should be set that no generator is started in the development between 22:00 and 06:30 the next morning, even if a power failure occurs.
- 9.2.14 The ATS must have a control cable of 5 meters connecting the generator's electronic panel to the ATS and it is advised that the ATS does not exceed 5 meters from the main electrical Distribution Board (DB) inside the residence to the generator.
- 9.2.15 The wiring of the generator should be connected to one phase on the DB Board and that phase to each circuit breaker where power is required, bearing in mind the rated wattage used in the residence during power failures.
- 9.2.16 Proper heavy-duty power cords should be used and should be concealed and or covered.

## **10 GENERAL**

- 10.1 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such other area designated for the purpose. Any such Items placed in any other place may be impounded by the Association and may be reclaimed by the owner from the Association.
- 10.2 No person shall keep anywhere in the development any inflammable substances, provided however that this rules shall not apply to the keeping of such substances and in such quantities as may reasonably be required for normal domestic use.
- 10.3 The statutory records and books of account of the Association shall be open for inspection at the offices of the Association between 09:00 and 12:00 on all business days, save that the Association shall be entitled to refuse to allow any Member or any authorised agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7 (seven) days thereafter at which such books or records may be inspected.
- 10.4 Occupation and Over-population of Residences
- 10.4.1 A residence in the development is intended to be a place for the habitation and dwelling of the homeowner, his/her/their families and/or guest(s) with the main purpose of staying there while enjoying the amenities and safe environment that the development has to offer. Occupation and

habitation of the residences are not intended for a contractor(s) and/or the worker(s) of a contractor performing contracting and/or other work for and on behalf of a homeowner, on the development, or elsewhere.

- 10.4.2 No Member or occupier shall accommodate, nor allow to be accommodated, more than 2 (two) persons per bedroom per residence.
- 10.5 Everybody in the development must observe quiet hours from 00:30 to 06:30 (holiday periods), and otherwise from 23:00 to 06:30.
- 10.6 No person shall cause a nuisance of any nature in the development.
- 10.7 All Members are required, in good time, to request Reception and Security, in writing (e-mail, fax or letter), to admit any person, including the Member, his family, guests and contractors, to the development.
- 10.8 Such request shall contain:
- 10.8.1 the name of the person or contractor to be admitted;
  - 10.8.2 the number of persons;
  - 10.8.3 the registration number of the vehicle, if known;
  - 10.8.4 the date and approximate time of arrival;
  - 10.8.5 the date of departure and
  - 10.8.6 confirmation that any keys and cards in possession of Security may be handed over.
- 10.9 Any occupant wishing access for anyone while in the development shall do so by arrangement at the main gate.
- 10.10 Any contractor wanting to access the development shall do so by completing a prescribed form at the entrance gate and by obtaining access cards for all concern staff who will enter the development. Any such contractor shall be liable to pay a contract's levy in the amount determined by the Trustees from time to time. Failure to pay the said contractor's levy, may lead to the contractor being refused access to the development.
- 10.11 No contractor shall be permitted to do any work in the development over weekends (Saturdays and Sundays), public holidays and school holiday periods, except in cases of emergencies or with written consent from the Association obtained prior to the commencement thereof. The specific dates of the holiday periods shall be determined by the Association from time to time.
- 10.12 A Unit shall be used solely for residential purposes. No share block scheme as contemplated in the Share Blocks Control Act No 59 of 1980 and/or time sharing scheme as contemplated in the Property Time Sharing Act No 75 of 1983 and/or any other similar scheme or arrangement may be conducted

on an Erf, nor shall a guest house, bed and breakfast, Air B&B or similar establishment be operated on an Erf, without the prior written consent of the Developer during the development period and thereafter the HOA. Without limiting the generality of the foregoing, no auction, business, profession or any commercial activity, with the exception of people doing work from home that does not involve access or presence of any member of the general public, may be conducted from an Erf. The Developer and/or the HOA, as the case may be, shall not be required to furnish any reasons for declining any request to utilize an Erf for the above purposes.

- 10.13 No person shall be allowed to or cause any alteration or addition or upgrading of any Unit within the development without prior written consent being obtained from the Association and then only in accordance with the provisions of the Architectural Guidelines. These include the installation or fitting of exterior awnings, blinds and canopies, lean-to roofs, patio sliding or folding doors, shutters, swimming pools, exterior spa baths, radio mast/television aerial/satellite dishes and garage doors.
- 10.14 The Association shall receive from the Managing Member of each residence, registered in the name of syndicates, each syndicate member's name and contact details as soon as possible after registration.
- 10.15 No drones may be operated in or about the development accept for drones operated by designated security staff and for the purpose of ensuring and enforcing security in the development including the use of so-called flir drones;
- 10.16 No social functions or gatherings may be held in the development accept with the prior written consent of the Trustees and subject to any conditions imposed by the Trustees in granting such consent specifically in regard to the number of people to be allowed to attend such social function or gathering.