



CONDUCT RULES & REGULATIONS

(the “R&R”)

MADE IN TERMS OF THE CONSTITUTION OF THE

MARINERS VILLAGE HOMEOWNERS’ ASSOCIATION

(the “HOA”)

THESE CONDUCT R&R REPLACE ALL PREVIOUS R&R OF THE HOA

Approved by the Members at the AGM held on 13 May 2023

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1. Introduction

Mariners Village has been established primarily as a residential estate to provide a gracious and secure lifestyle for all its residents and members. To protect and enhance this lifestyle, these Conduct R&R have been compiled in terms of the Mariners Village Homeowners' Association's Constitution.

These R&R are not to limit members' lifestyle and investment in the Complex, but rather to protect and enhance them. As with any other Applicable Laws, the Rules - as are all properly taken legal decisions by the Homeowners' Associations' Exco - are binding on all persons living in, visiting and/or working in the Complex.

2. Interpretation

2.1 These R&R must be read in conjunction with the HOA's Constitution. If any provision of the Rules or any of the HOA's other regulatory documents is in conflict or inconsistent with the HOA Constitution, or any applicable Law, the invalidity of such provision shall not affect the validity of the remainder of the Rules (or any of the HOA's other regulatory documents).

2.2 These R&R (as amended from time to time in terms of the Constitution), including all other separate regulatory documents (as amended from time to time) issued, or to be issue by the HOA's Exco, are the tools and guidelines available to the Exco for facilitating, regulating, and managing any aspect of the Complex's day-to-day activities in compliance with the Constitution. Apart from the Constitution, the other regulatory documents include, but are not limited to the:

- Architectural Design and Landscaping Manual;
- Contractors' Agreement;
- Building Process and Information;
- Gardening Standards and Maintenance;
- Fines and Penalties;
- Security Rules and Regulation.

3. Legal Status and Members' Responsibilities

A Member (as defined in the HOA's Constitution) is subjected to the Constitution and all other regulatory documents of the HOA.

3.1 The R&R are binding upon all Residents, as is any legal decision taken or ruling made by the Exco in interpreting the Constitution and/or any other regulatory document, including these R&R. However, Members always have the right to appeal the Exco's decisions and rulings as provided for in the Constitution and any applicable Law.

3.2 A Member is primarily responsible for ensuring that the R&R are strictly complied with by all residents and visitors on his Property. This compliance responsibility cannot be transferred or renounced by the Member for as long as he remains a Member of the HOA.

3.3 It is the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, contractors and/or service providers on his Property are aware of the R&R applicable to them. In the event of any breach of the R&R, such breach shall be deemed to have been committed by the Member himself. However, and without prejudice to the foregoing, the Exco shall take or cause to be taken such steps against the person committing the breach as they in their discretion decide it to be appropriate.

- 3.4 For the purposes of receiving any notice or process to be delivered in terms of these R&R, any person residing upon the Complex chooses as his domicilium citandi et executandi the street address of the Property in the Complex. Documents delivered by hand to such Property, or via email to the Member's known email address (normally used for invoicing purposes), will be deemed to have been received on the date of delivery/sending thereof.

4. Limitation of an Owner's Property Rights

This clause is included here to show that in South African Law a property owner's rights are not absolute, regardless as to whether an owner resides in a security complex or not. In other words, apart from the HOA Constitution of a security complex, such as Mariners Village, there are also many other specific Acts that limit the entitlements of an owner towards his property. This is to ensure that an owner uses his property within the interest of the community he lives in. The following serves as examples thereof:

- 4.1 Although the description of ownership in law defines ownership as a complete and comprehensive right, it is limited by objective law. This means that an owner of property can use his property as he wants, but only in such a way that someone else is not burdened or prejudiced thereby. Various court cases and statutory legislation describe this and point out details of the extent to which ownership could be limited in the public interest, such as a homeowners' constitution with its accompanying conduct R&R and/or other regulatory documents.

- 4.2 These various acts regulate, amongst other, the following matters:

4.2.1 Building Encroachment (mostly not applicable to all property in the Complex):

- No part of a building's formal structure may exceed the building lines of the property. Due to buildings being such a fixed structure it is sometimes difficult to rectify the encroachment. The remedies for rectifying the situation could be summarised as follows (if allowed by the Association's constitution):
- Removal of the encroachment by the defaulting owner;
- Compensation to the non-defaulting owner;

4.2.2 Plant Encroachment.

An aggrieved property owner may request neighbouring property owners to remove the encroachment of his property by plants, leaves, and branches of trees from their property. If this is not done within a reasonable time, an order to affect this can be obtained. The aggrieved owner cannot request the owner of the plant with the encroaching roots to remove the roots, but if the roots are causing damage to structures or the nuisance caused warrants it, the owner can get an order for the owner of the plant with the encroaching roots to remove the trees/shrubs.

4.2.3 Interference with the natural flow of water.

The interference with the natural flow of water is not allowed. The act basically determines that although a neighbour should in the normal course of events, accept natural water flowing from higher lying properties, the natural flow of water may not be disturbed to such an extent that the concentration, volume, or direction of the flow could cause damage or nuisance to a neighbouring property.

4.2.4 Elimination of danger.

It is accepted in law that an owner of property may not do anything on his property that could cause a dangerous situation for any neighbour or the public. This includes keeping of dangerous animals, or storage of explosives, flammable liquids, or other dangerous substances. In the built environment this is very important when considering the use of explosives for demolition or excavation, storage of fuel for the use in equipment, certain equipment that needs careful or specialised handling, etc. For these reasons there is legislation that closely regulates these items, as well as health and safety regulations to avoid dangerous situations. Although these laws are not specifically noted here, it is important to carefully investigate applicable legislation before any possible dangerous situation is created.

4.2.5 Restrictive conditions

Restrictive conditions are limitations that are registered against the title deed of properties (such as the HOA's Constitution) in a township by the original township developer at the establishment of the township (restrictive conditions in the narrow sense) or against the township in general (restrictive conditions in the wide sense). In the case of restrictive conditions in the narrow sense, it is possible to distinguish between personal restrictive conditions and real restrictive conditions.

The aim of restrictive conditions is to limit the entitlements of a single owner to the benefit of the other owners of the township (real restrictive condition, or a specific person (personal restrictive condition). This could include restricting the size of a development, building lines, height, style, finishes, etc.

Legal remedies for the non-compliance of restrictive conditions include:

- An interdict; and/or
- A delicta (legal) claim for compensation of damages.

5. Amendments to the R&R

The Exco may from time-to-time add to, amend, supplement, or repeal any of the regulatory documents to ensure that they stay in line with the evolving needs and requirements associated with the day-to-day management of the Complex. This must be done as prescribed in the Constitution.

6. Management, Administration, Notices, Fines and Appeals

6.1 Management and Administration

6.1.1 The management and administration of the Complex is solely the responsibility of the Complex's Exco, as elected and appointed in terms of the Constitution.

6.1.2 The Exco is entitled to delegate certain of its managerial powers to the Complex Manager and/or an appointed independent Managing Agent.

6.2. Non-compliance with the R&R

Notwithstanding the mediation and arbitration clauses contained in the Constitution, the following more informal process of resolving a conflict may be elected by Exco/Members to resolve issues and disputes:

- 6.2.1 In the event of any complaint that a Resident may have against another Resident relating to the non-compliance with any of the R&R, the first step is for the parties involved to try and resolve the matter peacefully and amicably between themselves by exercising tolerance and mutual respect. However, if the issue can't be resolved by them, the matter may – in writing -- be brought to the attention of the HOA Exco or the Complex Manager for their consideration and resolution based on the prescripts of the R&R. The Exco's ruling shall be final and binding on the parties involved. It is, however, important to know that the Exco is not obliged to arbitrate any dispute between Members, in which case the formal mediation/arbitration process in terms of the Constitution must be followed.
- 6.2.2 For purposes of ensuring adherence to and compliance with the R&R, the Exco shall have the right to take such action against a Member/Resident as they consider appropriate, including but not limited to:
- (a) giving notice to the Member/Resident concerned requiring him to remedy such breach or see to it that such breach is remedied within a specified time as they may consider reasonable; and/or
 - (b) take or cause to be taken such steps as they consider necessary to remedy the non-compliance with or breach of any of the R&Rs of which a Member is found to be guilty, and debit any cost of so doing to the applicable Member's monthly levy account for settlement in full together with the payment of his next due levy account; and/or
 - (c) take such other action as they consider necessary and/or appropriate, which action may include the imposition of a penalty, even if such breach is not specifically referred to in the Fines and Penalties Schedule.
- 6.2.3 Notwithstanding the foregoing, the Exco is entitled to enforce the provisions of any of the R&R by proceedings in a court of competent jurisdiction and for this purpose Exco shall appoint such attorneys and counsel as they deem fit. Costs so incurred shall be for the transgressor's own account as specified in the Constitution.
- 6.2.4 The Exco's instructions and/or rulings in any matter that falls within the ambit of the HOA's Constitution, and the R&R shall be final and binding, but a Member always has the right to appeal under the Constitution and any applicable Laws.
- 6.2.5 **Notices:**
- (a) Notices by the Exco and/or the Complex Manager and/or via the Managing Agent (as appropriate) are given to Members who are in breach of the R&R. The aim being to ensure compliance with the R&R and/or to rectify improper behaviour.
 - (b) The notice may be given to defaulting Members orally and/or in writing (which includes an e-mail). Such notice may be subject to a fine, depending on the circumstances and the seriousness of the transgression. The Member will be given a fair period to correct his behaviour and to comply with the R&R going forward.
 - (c) If the Member/Resident does not comply with the notice, a second written notice, may be issued (but not necessarily) to the offender with a fine/penalty instructing him to comply with the notice(s), failing which no further notices

will be issued to the Member and fine/penalties will automatically be charged to the Member's levy account monthly until the matter has been resolved to the satisfaction of the Exco.

- (d) No Member/Resident shall refuse receipt and/or delivery of any written notices from the HOA and/or the Estate Manager. Refusal may result in the notice being attached to the gate and/or front door of the Member's residence and it will be regarded and accepted to be sufficient serving of such notices and that the Member has received the same.

6.3 Fines and Penalties

- 6.3.1 The Exco is responsible for setting fines and penalties from time-to-time as they consider appropriate for penalising Members who wilfully or repeatedly transgress or breach the R&R or any other regulatory document.
- 6.3.2 The various penalties and fines in respect of first, second or repeated transgressions of the Constitution/R&R are contained in a separate document under the title "Mariners Village – Fines and Penalties", that is hereby incorporated into the R&R. However, any transgression of a rule, whether specifically mentioned or not, could be subject to a fine of R200.00 or such other amount the Exco considers appropriate. Persistent transgression of the Constitution/R&R will result in legal action being taken by the Exco to interdict an Owner to refrain from further transgressions and/or alternative legal relief.
- 6.3.3 The fines/penalties mentioned in the "Mariners Village - Fines and Penalties" document must be regarded as a guideline and may be amended by the Exco in respect of any single event, depending on the circumstances. Fines/penalties will automatically be adjusted annually with inflation and/or such amounts deemed appropriate by the Exco, at the beginning of each new financial year.
- 6.3.4 The issuing of a fine/penalty for any non-compliance matter is normally the last recourse the Exco will use to ensure compliance with the Regulatory Documents and a Member will, at the Exco's sole discretion, be allowed a reasonable/fair period to rectify such non-compliance to the Exco's satisfaction. This, however, does not necessarily apply to Residents not adhering to the Complex's R&R of the road, e.g., speed limits, stop signs, etc. In such cases the Exco, or their duly authorised representatives, have the authority to apprehend and spot-fine motorists who disregard the rules of the road.
- 6.3.4 If any person damages any common property on the Complex or contravenes or fails to comply with any of the provisions of these R&R or any conditions imposed, or directives given by the Trustees in terms of these R&R, the Exco shall be entitled (without limiting any other rights afforded to them in terms of the HOA's Constitution and these R&R) to impose suitable fines and/or penalties on the person concerned. If the person concerned is a guest, tenant, invitee or a family member of a Member (i.e. anybody for whom the Member assumes responsibility), that Member will be liable for payment of such fines or penalties.
- 6.3.5 Any fine or penalty imposed on a Member or any member of his family, and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the Member concerned to the HOA via the Member's levy account.

- 6.3.6 Any person subject to these R&R who continually contravenes or fails to comply with any of its provisions, and/or any directives given by the Exco in terms of the R&R, shall be deemed to be guilty of an additional separate offence for each such contravention which has not been rectified within the initial period allowed by the Exco and shall be liable for a fine/penalty in respect of each such separate offence.
- 6.3.7 Subject to sub-clause 6.2.5(c) fines/penalties will be in writing, giving details of the offence or breach committed and the amount of the fine/penalty as well as a reasonable/fair period to rectify the offence.
- 6.3.8 Any fine or penalty imposed on a Resident in terms of these R&R shall be a debt due and payable to the HOA by the Member via his levy account.

7 Buying, Letting and Reselling of Property

Should any Owner wish to sell or lease/rent his property, only a registered Estate Agent approved by the Exco may be used to manage a Member's sale or lease of Property. In the event of private sales or leases, the Owner will comply *mutatis mutandis* with the conditions as set out herein where applicable.

7.1 Accreditation of Estate Agents

The following R&R apply to secure the safety of all the Owners:

- 7.1.1 A formal application form must be completed by all Estate Agents ("Agents") that wish to sell/lease Property in the Complex. To be approved as an Agent authorised to market property in the Complex, the following general rules will apply:
 - (a) Agents must be registered with the Estate Agents Affairs Board and be able to provide proof of their registration when applying for registration as an Agent.
 - (b) If approved, the Agent shall be obliged to pay a non-refundable annual registration fee as determined by the Exco from time-to-time.
 - (c) Registration will be for a maximum period of 12 months after which the Agent must re-apply.
- 7.1.2 "For Sale", "Sold" or "To Let" agent boards are not permitted inside the Complex.
- 7.1.3 No "Show House" is permitted. Property may only be listed and marketed via appointment arranged with the Owner.
- 7.1.4 Any prospective buyer must be escorted by a registered Agent or the Owner when entering and while in the Complex.
- 7.1.5 Agents will not be allowed to approach owners to solicit properties for sale or rent.
- 7.1.6 The Exco reserves the right to withdraw the HOA's registration of an Agent who does not adhere to the R&R.
- 7.1.7 The Owner must ensure that the Agent is provided with a copy of the Constitution/R&R as well as any other documents applicable to Members. Prior to the signing of any sales/lease agreement, the Agent must, in turn, ensure that the

potential buyer/lessee is informed and receives a copy of these R&R as well as the Constitution.

- 7.1.8 A list of accredited Estate Agents, as approved by the Exco, can be obtained from the Estate Manager.

7.2 Clearance Certificates

- 7.2.1 A Clearance Certificate, issued by the HOA (via its Managing Agent and for the Owner's cost), is required before any Property Sale Agreement shall be submitted to an Owner's transfer attorney. A copy of the Sale Agreement must accompany the Owner's application for a Clearance Certificate to be issued by the HOA.
- 7.2.2 A Clearance Certificate shall only be issued if the Owner's application for such certificate is accompanied with a written confirmation signed by the Buyer stating that the Seller provided him with a copy of the HOA's Constitution as well as the Conduct R&R with all its Annexures and that the Buyer has read, understood, and accepted that it shall be binding on him/them.
- 7.2.3 The certificate shall only be issued if the owner is not in arrears with his levies and other charges owing to the HOA, including but not limited to fines/penalties and/or interest.

7.3 Required Sale Agreement Clauses

The Seller of Property in the Complex shall ensure that the sales agreement contains the following clauses dealing with the following matters:

- 7.3.1 "The Purchaser acknowledges that he/she accepts and agrees that he/she shall, upon registration of the property into his name, automatically become a member of Mariners Village Homeowner's Association (HOA) and as such shall be subject to the HOA's Constitution as well as all other Regulatory Documents (as applicable) as may be amended from time-to-time;
- 7.3.2 The Seller shall ensure that, in addition to any other conditions of title, the following conditions of title are inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property:

"Subject further to any conditions laid down by the Transferor in favour of Mariners Village Homeowners' Association, the transferee, his heirs, executors and successors in title are obliged to be members of the Mariners Village Homeowners' Association from the date of registration of the property into their name and as such shall be subject to the Mariners Village Home Owner's Association's Constitution as well as its R&R and any other applicable regulatory documents of the HOA as may be amended from time-to-time."

7.4 Lease Agreement Requirements

- 7.4.1 Should any Owner let his Property, he (or his Agent) shall advise the Estate Manager in writing accordingly in advance of the intended occupation by a Lessee. The Owner shall also supply the Estate Manager with the name and other personal information (e.g., ID number, contact numbers, etc.) pertaining to the Lessee, as well as the period of the lease and the number of occupants.

- 7.4.2 The Owner must personally ensure that the Lessee receives a copy of these R&R and any other Administrative regulations applicable at the time and contractually binds his Lessee to such R&R in the Lease Agreement. In other words, the Owner must ensure that his tenants abide by all the R&R, regulations, and requirements of the HOA.
- 7.4.3 Unless prior written consent from Exco was obtained, any form of short-term letting/renting or advertising for short-term letting, is strictly prohibited. Short-term letting is defined as any form of letting in which the Owner of a Property allows a third party to occupy (at a price or not) such Property for a period of less than 3 months, irrespective of such consent being in writing or verbally. For the purposes of this rule, advertising includes but is not limited to any form of written advertising contained in magazines, journals, newspapers, or any electronic form of advertising on social networks and the internet.
- 7.4.4 A tenant (or his agent) shall not, without the prior consent of the Exco, sub-let or part with occupation or control of any Property occupied by him in accordance with the provisions of this sub-rule 7.4 or any part thereof. Any tenant who intends to request the Exco for written consent to sub-let the property shall:
- (a) Furnish the Exco with the Owner's written approval for the sub-letting of his Property;
 - (b) Furnish his sub-tenant with a copy of these R&R; and
 - (c) Furnish the Exco with the relevant signed sub-lease which shall be for a minimum period of 3 months, and which shall contain a clause in terms of which the sub-tenant acknowledges and agrees that these R&R are binding upon him and are enforceable against him (via the Owner) by the Exco.
- 7.4.5 A Member is required to ensure that the occupant of his Property, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of this R&R as may be applicable. Without detracting from the foregoing, the Member shall remain bound by this R&R, notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling all his obligations under the R&R and Constitution.

7.5 Occupancy Restrictions

To maintain the low-density residential nature of the Complex, no Member or tenant shall accommodate or allow the accommodation of more persons on any Property (including sectional title Units) than the maximum number determined in accordance with the following:

- Two-bedroom Properties: *4 (four) persons*
- Three-bedroom Properties: *8 (eight) persons*
- Four-bedroom Properties: *10 (ten) persons*
- Five-bedroom Properties: *12 (twelve) persons*

(Short-term exceptions may be allowed over holidays)

7.6 General R&R Pertaining to the Occupancy of Property

- 7.6.1 No Property unit may be used as a commune. A unit shall not be occupied permanently by more than the number of people allowed for in Rule 7.5 above.
- 7.6.2 No unit shall be used for any unlawful purpose or for any purpose that could negatively affect the reputation of the Complex.
- 7.6.3 Residents shall ensure that their visitors adhere to all security protocols, and the Estate Manager/Security guards shall be advised in advance of any pending arrival of visitors.
- 7.6.4 Access to the Complex may be denied to tenants, members of and their households, invitees, employees, guests, or contractors should any of such people for whom the tenant is responsible, transgress the R&R of the Complex (see rule 14 below as well).

7.7 Building on a Vacant Erf.

- 7.7.1 In terms of the HOA's Constitution anyone buying a vacant erf in the Complex is encouraged to start building as soon as possible after the erf has been transferred into his name. However, once building work has started the Owner has twelve months in which the building project must be completed.
- 7.7.3 No person shall commence with the construction of any building or structure or any additions or alterations or any construction works of whatsoever nature without the prior submission of the required detailed plans to the HOA for their review and written approval.
- 7.7.4 All construction work, whether undertaken by a contractor or the Owner himself, must be done during the hours stipulated by the Exco from time-to-time for building contractors, unless prior written approval is given by the Estate Manager/Trustees for building operations to take place outside such hours and/or working days. Homeowner's must ensure that all builders/contracts comply with the R&R and guidelines of the ADLM as applicable.
- 7.7.5 All building projects are subjected to the HOA's Architectural Design Manual (the "ADLM") as amended from time to time. It is a potential buyer's duty to obtain the latest copy of the applicable document before purchasing an erf with the intention to build on it.
- 7.7.6 The purpose of the ADLM is to encourage individual creativity within a unity of designs, materials, and finishes, ensuring that the overall appearance of the Complex harmonizes and creates a special environment and lifestyle for all Residents.
- 7.7.7 It is strongly recommended that the purchaser of an empty erf engages the services of a qualified architect or draftsman for designing and preparing the required construction plans for the envisaged construction works. It is further advised that the chosen architect or draftsman consults with the HOA prior to designing the proposed dwelling or alterations to determine the design parameters for the project and to respect the privacy of neighbours with such design.

8. Common Property and Environmental Management

8.1 Refuse Removal

- 8.1.1 Refuse removal is provided by the local Municipality, or a service provider appointed by the Exco.
- 8.1.2 The timetable and prescriptions for domestic refuse removal, as published from time to time by the local Municipality or the Complex's contracted service provider (if applicable), will apply to and be observed by all the Complex's Residents.
- 8.1.3 Refuse wheely-bins (provided by the Owner at his own expense) must be placed on the verge outside their homes on the day (or the evening before) for refuse removal and removed from sight as soon as possible after collection and stored by the Residents out of sight from the street and public areas. Both the bins and the refuse storage areas are to be kept clean and hygienic to prevent insects and smell.
- 8.1.4 Garden refuse may not be placed on the curb-side or sidewalk for collection for a period of more than 8 hours. The disposal of such refuse is the responsibility of Residents themselves and at their own expense.
- 8.1.5 Collecting agents employed by Residents must be registered with the HOA as applicable to contractors and all access and security control protocols must be observed.
- 8.1.6 No garden refuse or building rubble may be dumped on empty stands or on any common property in the Complex. Fines may be levied in the event of unlawful dumping of garden refuse or other rubble. However, refuse or rubble so dumped, may be removed by the Exco at the cost of the Owner and charged to his levy account.
- 8.1.7 Garden refuse, or other waste, may never be burnt anywhere in the Complex. Residents contravening this regulation shall be fined rather heavily.

8.2 **Common Property**

- 8.2.1 The HOA is responsible for planting and maintaining trees, plants, and shrubs on the curb-sides and other common areas in the Complex. In the event of damage to same, or the demise thereof, Residents are requested to notify the Exco/Estate Manager accordingly to have it replaced or treated.
- 8.2.2 Flora and fauna may not be damaged or removed from any common property of the Complex. Fires must always be prevented, e.g., cigarette stubs should not be thrown into the vegetation, braai fires should be carefully monitored, etc.
- 8.2.3 The trapping of birds and animals and the setting of snares are strictly prohibited. This does not prohibit the Exco from taking the necessary steps/action deemed appropriate to ensure that wildlife does not become a nuisance/pest to residents, or cause damage to gardens etc. in the Complex.
- 8.2.4 No person shall do anything that could detrimentally affect the amenities, flora, or fauna of the Complex, or unreasonably interferes with the use and enjoyment of the Common Area by others.
- 8.2.5 No person shall do any gardening or landscaping on any common areas without the express prior written approval of the Exco/Estate Manager regarding the nature and extent of such gardening or landscaping to be undertaken. Similarly, residents may not erect any structure, walk paths, pond or whatever without prior consultation with the Exco and obtaining approval to do so.

- 8.2.6 Residents have the right to use all areas of the common property and are encouraged to assist the Exco in making it as pleasant as possible for all concerned. After the use of any part of the common property, it must be left clean and in the same condition as prior to its use. The use of the common property shall always be at the Residents own risk.
- 8.2.7 When using the Complex's common property, Residents must ensure to keep noise within acceptable levels so as not to disturb other Residents. No objects shall be thrown around other than balls, frisbees or other "safe" playing apparatus.
- 8.2.8 Any damage to common property shall be repaired by the HOA at the cost of the parties involved.

8.3 Noise

- 8.3.1 The sound of music, via any devise or instrument, must be kept at a level that is not intrusive to Residents of adjacent properties.
- 8.3.2 Occasional parties/celebrations must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable unit between the hours of 23:00 and 8:00.
- 8.3.3 The use of powered implements, such as power saws, lawnmowers. brush cutters, weed eaters and the like, that produce noise (regardless of by whom and what purpose it is used) shall be kept within reasonable limits and will in any event only be used between the following hours:
 - (a) May to August : 07:30 - 18:00; and
 - (b) September to April : 07:00 - 19:00
 - (c) On Sundays and Public Holidays noisy activities will be limited to the hours of 09:00 to 13:00.
- 8.3.4 Motorbikes or any other vehicles with noisy exhaust systems are prohibited, and vehicle hooters shall not be used within the Complex.
- 8.3.5 NO fireworks shall be set off within the boundaries of the Complex. Criminal charges may be brought against perpetrators and an internal fine will be levied.
- 8.3.6 House alarm systems must have the ability to reset themselves within an acceptable time from when the alarm is activated.

8.4 Domestic Animals

- 8.4.1 A maximum of 2 {two} dogs (no vicious breed) or 2 (two) cats may be kept on regular erven, subject always to an application form being completed and the written approval from the Exco first being obtained. This permission shall not be unreasonably withheld. Special prior permission must be obtained from Exco if a Member wishes to have more than the allowed number of pets. No breeding of dogs/cats is allowed in the Complex.

- 8.4.2 As a general rule tenants are not allowed to keep any pets unless the Owner and Exco grants them prior written permission to do so.
- 8.4.3 The Owner of the Premises will always be responsible for domestic animals being kept, either by him or his tenants and *ipso facto* for any penalties that may be incurred because of noncompliance with these R&R pertaining to domestic animals.
- (Body Corporates have their own inhouse R&R, but note that the numbers allowed cannot be more than those stipulated in the HOA's R&R).
- 8.4.4 Where dogs are kept, the property must have a suitable enclosure to prevent the dogs from straying off the Resident's property. Pets must always be kept and looked after in a humane and loving manner. They may not be left for a period of 24 hours or more without adequate human care and supervision.
- 8.4.5 Cats must be sterilized, and all pets must be immunized against rabies, etc. Certificates evidencing compliance with this rule must be submitted with the Owner's application to keep dogs and cats. The Exco may at any time request the required certificates from Residents with pets.
- 8.4.6 No wild animals or poultry, pigeons, or any other birds (other than those kept in a cage indoors), which impact on and cause a nuisance for neighbouring properties, may be kept in the Complex. No outside aviaries of any kind and for any purpose are permitted in the Complex.
- 8.4.7 Dogs must be walked on a leash in common areas. All streets, sidewalks and open areas are defined as common or public areas.
- 8.4.8 Should any excrement be deposited in a public area or on another Resident's property, it must immediately be removed and hygienically disposed of by the owner of the pet.
- 8.4.9 Every pet must wear a collar with a tag indicating its owner's contact number. Cats must also have a bell attached to their collars to protect the birdlife on the Complex. Unknown untagged stray pets, or pets that are consistently allowed to roam the streets, will be apprehended, and handed to the municipal pound or HAWS.
- 8.4.10 The owner will be responsible for any damage or injury caused to property, persons and/or other animals within the Complex by his dogs or other pets.
- 8.4.11 Should any domestic animal prove to be a continual nuisance to other Residents, the Estate Manager may call on the owner of the domestic animal(s) to remove it. If the owner fails or refuses to do so, the Estate Manager may fine the owner and/or procure the animal's removal from the Complex and to recover any costs so incurred from the Resident/Member concerned, without prejudice to the HOA's rights to also recover any penalty imposed.

8.5 Ponds

- 8.5.1 The Complex's ponds are for relaxation and general enjoyment of all Residents and must be protected and maintained as such;
- 8.5.2. No person may enter the ponds;
- 8.5.3 No domestic animal shall be allowed to enter the ponds;

- 8.5.4 No person shall pollute or permit the pollution of the ponds or streams by any substance that may in any manner be injurious to plant, animal, fish, or bird life, or that may in any way be unsightly;
- 8.5.5 No person shall discard any litter or any article of any nature whatsoever in the ponds and/or the gardens around the ponds; and
- 8.5.6 Children under the age of 10 are not allowed in the pond area without adult supervision. Parents are always responsible for supervising their children. The HOA does not take any responsibility for accidents or injury caused to anyone using the Complex's Pond area.

8.6 Fire prevention and hazardous substances

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

It is recommended that every household should procure and maintain an appropriate fire extinguisher to be used as a first line of defence in the case of a domestic fire.

8.7 Domestic Staff

- 8.7.1 Owners will take full responsibility for the domestic staff employed by them. All permanent staff shall be briefed on the applicable R&R by the resident employer and will see to it that domestic staff/gardeners abide by it.
- 8.7.2 All domestic staff and their visitors must be registered with the HOA at the Security Offices prior to being allowed to enter the Complex on a regular basis.
- 8.7.3 No parking of private vehicles owned by staff members will be allowed on the pavements or in the streets. Owners will ensure sufficient parking on their property for staff as needed.
- 8.7.4 Residents are responsible to notify the Estate Manager should the services of a domestic staff member be terminated.

9. Use of Streets

- 9.1 The streets of the Complex are for the use of all Residents, whether on foot, bicycles, or any other means. Although motor vehicles are a part of the street environment, they are not necessarily the dominating factor. People, animals, birds, and wildlife shall always have the right of way in the Complex. Please note that walkways (paths) are not roads and bicycles are not allowed on them.
- 9.2 The HOA may, by means of appropriate signage, give direction as to the use of streets in the Complex. Failure by any person to obey the street signs shall be liable for a fine.
- 9.3 No vehicle shall enter the Complex unless admitted by the security guard on duty at the entrance, except where the HOA has issued the driver (for his personal account) a mobile control/device enabling the driver to operate the resident's entrance gates/booms himself.

- 9.4 No Resident shall permit the use of such mobile control/device for operating the resident's vehicle entrance gates/booms by any person save a member of his household, or lessees of the owner to whom it was issued (Security must be informed accordingly).
- 9.5 The speed limit in the Complex is restricted to 25 km per hour. No person shall drive or ride any vehicle in the Complex in such a manner that would constitute an offence under the relevant traffic ordinance, or pose a danger to our residents.
- 9.6 Parents are responsible for the safety of children who play in the streets of the Complex, but motorists must approach children in or near the street with extreme caution.
- 9.7 Motor vehicles or any other self-propelled vehicle may only be driven in the Complex's streets (not our pathways) by people with an appropriate and valid driver's licenced as required by Law.
- 9.9 Only licensed and roadworthy vehicles of the kind permitted on public roads will be allowed to use the roads in the Complex.
- 9.10 Bicycles have preference over motor vehicles in the use of the Complex's roads. However, cyclists must adhere to all the rules of the road, and must keep off the pathways.
- 9.11 Day guests must park their cars in the driveway or on the street verge (if possible) of the Property being visited by them, provided it does not obstruct the normal flow of traffic. Permanent parking in these areas is strictly prohibited. For special occasions such as parties, arrangements must be made for parking of guest vehicles. The Estate has special parking bays outside the gate entrance and residents can consult with neighbours for the use of their driveways.
- 9.12 Owners shall be responsible to clean (without delay and at their own cost) any oils pills on the Complex's roads caused by their own, visitors, as well as delivery/construction vehicles. If it is not done the Exco may issue the Owner with a fine and arrange to clean up the oil spill and charge the Owner's levy account with the cost so incurred or to be incurred.

10. Electricity Supply

- 10.1 No person shall in any manner or for any reason whatsoever tamper or interfere with any of the Complex's electricity infrastructure/equipment, meters, or service connections or service protection devices or mains supply.
- 10.2 No person, other than a person specifically authorised thereto by the Estate Manager shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection points of the Complex.
- 10.3 Residents shall pay for the usage of electricity on a pre-paid basis via an Edison Power SA supplied electricity meter (for the owners account).

11. Ensuring a Pleasant Streetscape

11.1 General

- 11.1.1 Although the HOA is responsible for the maintenance of the common areas and thus the area between the road curb and the boundary of each property, Owners, with permission from the Exco/Estate Manager, may develop and look after that portion of the common property by incorporating it into their gardens.

- 11.1.2 Damage to curb-sides, road signs, lamp posts and road markings, will be repaired by the HOA at the expense of the owner. Repair costs shall be debited to the owner's ordinary levy account to be settled in full together with the owner's next monthly levy invoice.
- 11.1.3 The need for repairs to curb-sides, road signs, lamp posts and road markings must be reported to the Estate Manager as soon as possible and he shall arrange for the necessary repair work to be done.
- 11.1.4 Curb-sides and sidewalks may not be used for storing sand, top-dressing, gravel, bricks etc. It is the responsibility of the Owner of the property to clear the curb-side or sidewalk within three working days to avoid fines.
- 11.1.5 It shall be the responsibility of Residents to keep the sidewalks adjoining their properties in a clean and tidy condition and to refrain from doing anything that may damage or detract from the vegetation established by the HOA.
- 11.1.6 Garden refuse, other rubbish, building rubble, rocks and the like may not be dumped on empty properties and, if so dumped, will be removed at the cost of the guilty party, and added to the guilty party's next HOA monthly levy account, together with an applicable fine.
- 11.1.7 Subject to rule 11.1.1, no trees or plants may be planted or removed from the sidewalks (i.e. common property) without the permission of the Exco/Estate Manager, whose permission shall not be unreasonably withheld.
- 11.1.8 Residents shall respect the biodiversity of the Complex and endeavour to encourage this by following good environmental practices. This includes a respect for the immediate surrounds and a positive approach to the environmental implications of their actions.
- 11.1.9 No washing of any kind may be hung or placed to dry except in areas specially meant for that purpose (not allowed over any boundary walls). All washing lines or other devices for drying washing must be placed below the level of garden/yard walls so that they are not readily visible from any street and/or other neighbouring properties.
- 11.1.10 Littering in the streets or open spaces is strictly prohibited.
- 11.1.11 No advertising boards of any nature may be exhibited in the Complex without the prior consent of the Exco. The Estate Manager shall have the right to remove any material exhibited in contravention of this rule.
- 11.1.12 Residents are not permitted to affect any major repairs to any vehicle on any portion of the common property, nor on the Owner's private property where such activities can be seen from the street or by neighbours.
- 11.1.13 Open fires may not be lit on private properties or common areas. Fires are only allowed in properly constructed braais / fireplaces designed for that purpose and under supervision of adults.

11.2 Private Gardens

- 11.2.1 Residents are expected to maintain a high standard of garden frontage. Lawns must be kept short, and edges trimmed. Paved areas must be kept free of weeds. Where this is not done, the Estate Manager shall provide the Owner with a written request in this regard and allow him an appropriate time to correct the matter. Should the owner not respond to the Estate Manager's request, the Estate Manager shall arrange that the garden be cleaned up at the expense of the Owner. The expenses and a penalty will be charged to the Owner's monthly HOA levy account for subsequent settlement in terms of the Constitution. Should the Owner thereafter not maintain his garden as required, the Exco shall, without any further notice, arrange for the regular maintenance of the defaulting Owner's garden at his cost and increased penalties.
- 11.2.2 Owners shall ensure that declared noxious flora are not planted or growing on their property. Residents must ensure that they adhere to the Indigenous Plants and Protection Act, Act 185 of 2000 as amended from time-to-time.
- 11.2.3 Subject to sub-clause 10.5.2 of the Constitution, Owners of vacant erven must keep them clean. Veldt grass and other growth must be kept short (to less than 400mm) to prevent fires as well as for security reasons. Non-compliance by Owners will automatically result in a penalty and the Estate Manager shall, without further notice to the Owner, arrange that the erf be cleaned to standard at least quarterly and charge the Owner, via his levy account an amount of R200 (two hundred rand – that may be increase annually from 1 January of each year) per service.

11.3 Private Buildings

- 11.3.1 Boundary walls are compulsory on erven and Owners need to comply with the precedent set and the ADLM. All walls, buildings, and other structures visible from the streets and neighbouring properties must be properly maintained and kept in a good state of repair.
- 11.3.2 Caravans, trailers, boats, kennels, and the like should be sited out of view from the streets behind appropriate garden gates and screened from neighbouring properties. The same applies to cars not in daily use and for which there is no parking in a garage on the Resident's property.
- 11.3.3 Water storage tanks (low profile tanks only) will be allowed on an Owner's Property, but they must be positioned out of sight from the streets and from neighbouring Properties, and/or screened from sight by masonry walls – for which prior HOA approval must be obtained – of which the finish matches the dwelling.
- 11.3.4 Air conditioners are not to be visible from the street.
- 11.3.5 If, in the opinion of Exco, a Member fails to maintain the exterior of buildings or structures on his property in keeping with high standard applicable in the Complex, the Exco shall issue the Member with a notice requesting him to rectify the matter. Should the Member fail, or refuse to do so despite reasonable notice, Exco may arrange for the required maintenance work be done and charge the costs so incurred or to be incurred, including a penalty, to the Member's monthly HOA levy account for settlement in terms of the Constitution.

11.3.6 The positioning of satellite dishes must be carefully considered. The diameter of the dish shall not exceed 90 cm and the colour of the dish must be white or the same colour as the house.

11.3.7 No Wendy House or any other storage units, or loose standing, under cover areas may be erected on a property.

12. General Good Neighbourly Conduct

12.1 All Residents must recognize one another's right to privacy and peace.

12.2 No do-it-yourself activities and/or hobbies that could cause aggravation or nuisance to the Complex's residents may be conducted.

12.3 Apart for self-defence purposes, no person may discharge any firearm, air-rifle, crossbow or similar weapon or any other device in the Complex. The use of paintball guns in the Complex is prohibited.

12.4 Residents shall refrain from doing (and prevent others from doing) anything which, in the opinion of Exco, is offensive, unsightly, injurious, objectionable, or detrimental or that constitutes a public or private nuisance or a source of disturbance or cause any damage to any Resident of the Complex.

12.5 The following behaviour will not be tolerated:

- consumption of alcohol in public or beyond the boundaries of the Owner's private property and/or designated social areas as may be applicable;
- malicious damage to property;
- driving any form of vehicle whilst under the influence of alcohol;
- being unlawfully in possession of Complex property;
- reckless endangerment of lives or animals/birds on the estate;
- assault, attempt there-of, intimidations or threats of violence;
- public indecency;
- disrespectful and abusive treatment of the Complex's personnel, guards, and Estate Manager; and
- illegal entering or trespassing anywhere in the Complex.

12.6 For privacy and safety reasons drones may not be operated within the boundaries of the Complex without the prior explicit and written approval of the Estate Manager.

12.7 Residents must use their best endeavours to ensure that none of their employees behave or engage in conduct unbecoming to the high standard of the Complex.

13. Commercial Activities

13.1 The HOA is entitled to regulate all commercial activity on or about the Complex. No application for any trading or similar license may be made by a Member to any local or other authority for the conduct of any commercial activity of any nature from any Property forming part of the Complex without the prior written consent of the HOA's Exco, which consent shall not be unreasonably withheld.

13.2 All applications, giving full details, to carry on any type of business from Premises within the Complex must be submitted in writing to the Exco/Estate Manager who will deal with the application at an Exco Meeting. The Exco's decision is final.

13.3 Notwithstanding anything contained in these R&R, the operation of a regular B&B (or Airbnb) in the Complex shall only be allowed where:

- (a) The property is suitable for being operated as a B&B in the Complex and that it complies with all the Applicable Laws, ordinances, rules, and regulations prescribed by the local or other authorities;
- (b) The Exco has approved the Owner's application to operate a B&B (the operation of a guesthouse shall, however, never be approved);
- (c) The Owner obtains the necessary local authority's licences/permits to operate as a B&B (if applicable) after first having obtained the Exco's approval to do so;
- (d) The house occupancy maximum, as set out in the R&R, may never be exceeded;
- (e) Appropriate parking for tenants' vehicles is available off street and off common property;
- (f) The owner has made the required prior arrangements with the Complex's security personnel regarding the movement of tenants;
- (g) The owner provides his tenants with a list of the Complex's applicable main conduct R&R to adhere to; and
- (h) The owner must ensure that his tenants understand that the Exco/Estate Manager has the right to deny them entry to the Complex should they repeatedly transgress the R&R and ignore the Exco's/Estate Manager's subsequent warnings.

13.4 The following factors will play a role in the Exco's decision whether to grant permission for operating a business (including a B&B where applicable) in the Complex:

- (a) Will the business cause an unwanted influx of visiting vehicles into the Complex?
- (b) Will it have a negative impact on neighbouring properties?
- (c) Does it have the potential to attract criminal elements into the Complex?
- (d) Will it depend on onsite advertisement and high visibility?
- (e) Will it generate excessive noise?
- (f) Will it fit in with the general character of the Complex?
- (g) Will it enhance or reduce the desirability of the Complex for prospective investors?
- (h) What will the effect of the business be on the general value of property in the Complex?
- (i) Will the business require additional building construction?
- (j) How do the direct neighbours of the applicant feel about the intended business?
- (k) What impact will the business have on access control and security?
- (l) Will adequate parking be made available to prevent sidewalk parking?

13.5 The following further general R&R shall apply:

13.5.1 Only businesses where the owners are self-employed with no staff on site will be considered.

13.5.2 All business applications may be approved subject to special criteria and conditions set by the Exco.

13.5.3 All approved business shall be subject to all the local authority's laws; bye laws and regulations as may be applicable.

13.5.4 Legal business activities conducted exclusively on the internet is not prohibited.

13.5.5 The renting/letting of a spare room in a house by the owner, who is also living in the house daily, is not prohibited, provided that the owner and his/her tenants comply with all the applicable R&R and the Exco has been given prior written notice

accordingly. It is, however, a prerequisite that the owner must provide at least one parking space off street per room let where the tenant is renting the room for more than a week. Tenants may not park their vehicles in the streets or on any common property.

13.5.6 The occasional short-term "holiday" letting or swapping of a house is allowed, provided that the owner gives the Exco prior written notice accordingly. The house occupancy maximum, as set out in the R&R, may not be exceeded. Owners must ensure that the tenants are made aware of the applicable Complex R&R and that they understand that the Exco shall deny them entry to the Complex should they repeatedly transgress the R&R and ignore the Exco's/Estate Manager's subsequent warnings.

13.5.7 No business advertising sign boards of any kind may be attached to or displaced on the property.

13.6 Any approval granted by Exco to a Member to operate a business in the Complex, may at any time be withdrawn by the Exco should the Owner not comply with this Rule 14, or any special preconditions set by the Exco in its written approval letter in reply to the Member's original application to operate a business in the Complex.

14. Security

14.1 General

14.1.1 Security is an essential component and objective of living in the Complex. However, despite all the security measures implemented (e.g., wall, fencing, security access control, night patrols, etc.), these measures can at best be regarded as being a deterrent to criminals and do not guarantee an intrusion-free Complex. Residents will always be personally responsible for their own safety/security and the HOA accepts no responsibility for any criminal activity taking place in the Complex, regardless of the nature thereof.

14.1.2 The Complex's security systems, measures, procedures, and protocols must always be strictly adhered to by all Residents. However, the effectiveness of the Complex's security endeavours is only as good as its Residents make it to be by being cooperative, vigilant, cautious and being the eyes and ears of each other's neighbour.

14.1.3 Access to the Estate may be denied to tenants, members of their households, invitees, employees, or guests should the tenants or anyone for whom the tenants are responsible, transgress the Constitution, R&R, Security rules or any other rules, regulations, or by-laws applicable to Mariners Village.

14.1.4 It is prohibited to interfere with security personnel in the performance of their duties. They may under no circumstances be abused by anyone. Everybody entering or in the Complex shall treat all security personnel courteously and shall co-operate in all aspects with them to ensure that they can perform their duties efficiently and effectively to the benefit of all. No "outbursts" or other forms of verbal abuse towards security personnel will be tolerated and people making themselves guilty of such behaviour could be fined.

14.1.5 Residents and/or their contractors are not allowed to have "night-watchmen" on their Property before, during or after building work has been completed.

- 14.1.6 Residents are requested to inform the Estate Manager and the Security Supervisor if they will be away from their Premises for a period of longer than 4 days. If applicable, full details must be provided of the person(s) that will be occupying the Premises during that time.
- 14.1.7 Residents may not refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary walls/electric fencing or security related equipment.
- 14.1.8 Residents must report any damage to boundary walls/electric fencing or security related equipment immediately to the Estate Manager for urgent attention. Damage to, or destruction of the primary security systems poses a major security risk to all Residents in the Complex.
- 14.1.9 Residents on the perimeter walls are responsible for keeping any plant growth clear of the electric fence. False alarms caused by plant growth on a Residents property will result in a fine and any costs incurred to repair damage so caused shall be for the Resident's account.
- 14.1.10 No Resident may issue instructions to any of the Complex's security personnel, other than a request for assistance in a security breach and must be brought to the attention of the HOA/Estate Manager.
- 14.1.11 All burglary, attempted burglary, instances of fence jumping, or any other criminal activity must immediately be reported to the HOA/Estate Manager or Security Sub-Committee member and the Security Superintendent.
- 14.1.12 For proper access control and security purposes new Residents must ensure that they provide the Estate Manager and the security office with their names, address, contact numbers, e-mail address and vehicle details without delay. Residents must also ensure that their details are current and kept up to date with the Estate Manager and the security office.
- 14.1.13 No Property may be secured with razor wire or any similar fencing during or after the construction of buildings on such property.

Notwithstanding anything contained in this document, Members are reminded that fire prevention and general security are their own responsibility in the first instance. Members are also advised to have hosepipes fitted on reels close to a water point against their perimeter wall or house as a fire-fighting precaution.

14.2 Alarm Systems, Armed Response, Burglar Bars and Security Lights

- 14.2.1 Each Owner is encouraged to have a suitable alarm system installed.
- 14.2.2 Alarm systems may only be installed by "accredited" suppliers approved by the Exco to ensure an appropriate standard for alarm systems within the Complex. The accredited Security Companies will be able to provide Residents with good advice, products, and services – as well as armed response if so requested.
- 14.2.3 Burglar alarms must be in a sound working condition and comply with any regulations that the HOA may make with regard thereto from time to time. Sirens must be equipped with an automatic re-set device.

- 14.2.4 Outside security lights (“flood-lights”) may be installed, but they must be installed (e.g., i.r.o. direction and/or area to be covered) in such a way that they are not infringing or invading the privacy or comfort of other Residents. Motion triggered security lights are preferred during nights.
- 14.2.5 Burglar bars are allowed but must preferably be the transparent type. For the installation of any other type of burglar bars the prior written permission of the Exco must be obtained.
- 14.2.6 Outside armed response will be limited to the names on the HOA’s list of preferred suppliers.

14.3 Access Control

Please note that a separate Access Control rule and procedures are being developed. However, until it is released, the following R&R shall apply.

- 14.3.1 It is common course for access control systems and protocols to change from time to time to keep pace with technology advancements. This can often lead to confusion and/or uncertainty, but Residents are requested to be patient and to comply with all current access control procedures and protocols. Remote controls may not be given to domestic staff and Residents may not bypass the gate control from a distance, be it by telephone or remote control.
- 14.3.2 Short-term, or day visitors, including contractors, workmen, delivery men, employees, or anybody else who visits the Complex in the course of their work will be required to positively identify themselves either by showing a valid Driver’s Licence, Identification Document, Passport, Work Permit, or any other valid and acceptable document. These visitors will complete the visitors register by means of being scanned by the guards, hand in the identification document presented to the security officer who will then issue the visitor with a permit which must be available on request while they are in the Complex. Failure to be able to present the permit may result in the person being banned from the Complex.
- 14.3.3 Long-term visitors, contractors, workmen, employees, domestic workers, and anybody who visits the estate on a regular or daily basis for work in the Complex, must be pre-registered by the Security personnel and issued with an ID-card to be collected and returned to the Security Office daily.
- 14.3.4 Residents must be in possession of an electronic remote access control device (for their cost), or such other access device as may be applicable from time-to-time. It is available from the Estate Manager after completion of the application form and payment for the device.
- 14.3.5 Residents who enter the Complex without the approved access device may be treated as visitors.
- 14.3.6 Residents are permitted to employ their own resident assistants, butlers, au-pairs, chauffeurs, carers, and chefs (collectively referred to as “resident employees”). All resident employees must be registered with security and enrolled on the access control system.

- 14.3.7 Residents are required to notify and provide the Exco or the Estate Manager with full details of any employees who reside on the Complex, as well as details of those employees who no longer work for them.
- 14.3.8 The Right of Admission to the Complex shall be under the control of the Estate Manager and/or the Security personnel. They may for any reasonable reasons deny any person access to the Complex.
- 14.3.9 If the security personnel on duty have not been informed to expect the arrival of any employee or visitor, they may (but will not be obliged to) endeavour to obtain authority from the relevant Resident to allow access to such employee or visitor concerned to the Complex. If such authority is not obtained, the security guard will be entitled to refuse such employee or visitor access to the Complex.
- Visitor will be expected to identify themselves by producing a driver's licence/ID and to provide the name and address of the person who they are visiting. Residents are requested to inform their visitors of this requirement to avoid a dispute with security at the entrance.
- 14.3.10 Vehicles are subject to be searched at any time when necessary. Vehicles entering the Complex may also from time to time be inspected by Security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter the Complex.
- 14.3.11 Security will deny access to the Complex to any visitor under the influence of alcohol or drugs.
- 14.3.12 All contractors and other workers not resident in the Complex must wear security bibs when entering the Complex.
- 14.3.13 Prospective buyers will only be allowed into the Complex if they are accompanied by the Owner or an Agent authorised to do so in terms of the R&R.
- 14.3.15 A taxi may only enter the Complex if the Resident concerned is in the taxi or has made prior arrangements with the Security to allow the taxi in for drop-off or pick-up purposes only.
- 14.3.16 No loitering will be allowed on the Complex.

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