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GOLD COAST
ESTATE
SIBAYA

**GOLD COAST SIBAYA
ESTATE RULES**

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1. DEFINITIONS

- 1.1. **ACT** means the Companies Act 71 of 2008 as amended from time to time.
- 1.2. **ALIENATE** means in relation to any Portion and/or Unit, the transfer of any rights in respect thereof and, without derogating from the generality of the foregoing, includes to alienate by way of sale, exchange, donation, deed, intestacy, will, cession, mortgagee, assignment, court order, Insolvency or liquidation, irrespective of whether such alienation is voluntary or involuntary, and further irrespective as to whether such is subject to a suspensive or resolutive condition and "Alienation" shall have a corresponding meaning.
- 1.3. **ARCHITECT** means the controlling architect appointed by the Developer or Architects as appointed from time to time as such by the Developer during the development period and thereafter the Association for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.4. **ARCHITECTURAL PLANS** means a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the Portion and/or Unit.
- 1.5. **ASSOCIATION** means Gold Coast Management Association (RF) NPC Registration Number 2019/030085/2008.
- 1.6. **AUDITORS** mean the Auditors of the Association.
- 1.7. **BENEFICIAL INTEREST** means, in the event of the Member being:
 - 1.7.1. a close corporation, the entire member's interest in the close corporation;
 - 1.7.2. a company, all the issued shares in that company; or
 - 1.7.3. a trust, the entire beneficial interest in that trust (as the case may be).
- 1.8. **BODY CORPORATE** means a body corporate as defined in Section 1 of the Sectional Titles Act.
- 1.9. **BOARD** means the Board of Directors of the Association for the time being.
- 1.10. **BUSINESS UNIT** means any Portion or Unit zoned in terms of the Town Planning Scheme for commercial or business purposes or which is used for business with the consent of the Local Authority and the Association.
- 1.11. **BUILDING CONTRACTOR/CONTRACTOR** means a building contractor approved and appointed by the DEVELOPER in terms of the MOI and the criteria determined by the DEVELOPER and employed for the construction of IMPROVEMENTS.
- 1.12. **BUILDING PROJECT** means the entire process of making IMPROVEMENTS on a Portion as well as all related activities taking place on the Portion.
- 1.13. **BUILDING RULES AND REGULATIONS** (hereafter BRR) means the agreement signed by the HOMEOWNER, the DEVELOPMENT MANAGER, the BUILDING CONTRACTOR and the Association before the commencement of any IMPROVEMENTS on the Portion on behalf of the HOMEOWNER.
- 1.14. **CHAIRMAN** means the chairman of the Directors of the Gold Coast Management Association.
- 1.15. **COMMON AREAS** means land registered in the name of the Association and which does not form part of any HOMEOWNERS' property. The common areas within the Sub-Precinct, which areas shall include,

inter alia, open spaces, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares all internal services and infrastructure, gardens and streetlights as well as water, sewerage and electricity systems within the Sub-Precinct; As well as the Common Property in a Sectional Title Scheme within the Estate.

- 1.16. **COMPLETION CERTIFICATE** means the certificate issued by the Association when all IMPROVEMENTS on the Portion have been completed, all fees due by the HOMEOWNER and/or BUILDING CONTRACTOR have been paid and the Association is satisfied that the BUILDING PROJECT has been satisfactorily completed.
- 1.17. **CONTROLLING LANDSCAPING ARCHITECT** means a landscaping architect as nominated and appointed by the Association from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.18. **DEVELOPER** means New Cruise Investments (Pty) Ltd. (Reg No 2015/440798/07) its successors in title and assigns, a duly registered South African private Company together with any juristic persons who are related or interrelated persons of New Cruise, any subsidiaries of NC and any holding company of New Cruise, as defined in Sections 2 and 3 of the Companies Act No. 71 of 2008.
- 1.19. **DEVELOPMENT** means certain immovable property being Portion 23 of Portion 2 Sibaya, which is to be subdivided into a township to be known as Gold Coast Estate in accordance with approval obtained from the Local Authority, generally in accordance with the Site Development Plan and the Precinct Plan and the Conditions of Establishment, and includes all/any extension(s) of the township approved by the Local Authority upon application by the Developer.
- 1.20. **DEVELOPMENT PERIOD** means the period from the incorporation of the Management Association until the date upon which either:
- (i) the Developer gives written notice to the Management Association of the termination of the Development Period, or
 - (ii) the Developer no longer owns either a Portion, Unit or the right to extend Gold Coast by the erection of a Unit (as contemplated in Section 25 of the Act) (it is recorded that while it is difficult, due to the complexity and size of Gold Coast, to accurately predict when this will occur, it is estimated it will be approximately 15 to 20 years after the date of incorporation of the Association),
- whichever date is later.
- 1.21. **DIRECTORS** means the Developer Directors and the member Directors of the Association, collectively from time to time and includes alternate and co-opted Directors.
- 1.22. **ELECTRONIC FUNDS TRANSFER** (hereafter EFT) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as a notification.
- 1.23. **ETHEKWINI MUNICIPALITY** means the eThekweni Municipality, its successors in title or assigns.
- 1.24. **ENVIRONMENTAL MANAGEMENT RESTRICTIONS** means the:
- 1.24.1. Volume 0: General Environmental Management Programme: Sibaya Node 5 (EIA5809);
 - 1.24.2. Volume 1: Construction Phase Environmental Management Programme: Sibaya Precinct Node 5: Civil Contractors (EIA5809);
 - 1.24.3. Volume 2: Environmental Management Programme for Building Contractors: Sibaya Precinct

Node 5: (EIA 5809); and

1.24.4. Volume 3: Operational Phase Environmental Management Programme: Sibaya Precinct Node 5 (EIA5809),

copies of which documentation is available from the offices of the Association.

- 1.25. **PORTION** means every Portion in the Development that was created as a result of the subdivision of Portion 23 of Portion 2 Sibaya, Registration Division FU, Province of KwaZulu-Natal, approximately 18,0000 hectares.
- 1.26. **PORTIONS** means the plural of Portion.
- 1.27. **ESTATE** means the Gold Coast Estate, inclusive of the Clubhouse Areas and Recreational Areas.
- 1.28. **ESTATE RULES** means the set of rules & regulations formally documented and as amended by the Association from time to time that governs all conduct on the ESTATE.
- 1.29. **APPOINTED ESTATE AGENCY** means an Estate Agency appointed, approved, and listed by the Developer or the Association in terms of this MOI in terms of criteria determined by the Developer during the Development Period and, thereafter, by the Association and contracted by an Owner of a Portion and/or Unit for the letting and/or reselling of his Portion and/or Unit.
- 1.30. **ESTATE GUIDELINES FOR PENALTIES** refers to the guidelines that stipulates the penalties for breach of the Estate Rules which is subject to change from time to time.
- 1.31. **EXPERT** means a person or company who has been duly appointed by the Association to make a binding decision in matters that would otherwise be referred to arbitration.
- 1.32. **FINES** are issued in writing for the transgression of ESTATE rules at the discretion of the Association.
- 1.33. **GUIDE** means the Gold Coast Architectural, Design & Landscaping Design Guidelines and Checklists (The Guide) prepared for and applicable to the Development and includes all/any amendments made thereto from time to time. A copy of the Guide is available on the Gold Coast Portal "My Estate Life Management System".
- 1.34. **HOUSE** means the dwelling constructed on the PORTION as the IMPROVEMENTS.
- 1.35. **IMPROVEMENTS** mean any structure of whatever nature constructed or erected or to be constructed or erected on a PORTION and/or Unit.
- 1.36. **IMMOVABLE PROPERTY** means any immovable property in the Sub-Precinct including Land and rights therein;
- 1.36.1. "Individual Ownership" means ownership by a natural or juristic person or persons.
- 1.36.2. "Juristic Person" means a company, close corporation, trust or other legal or juristic person (excluding the body corporate of a sectional title scheme)
- 1.37. **LAND** means land in the Estate, including:
- 1.37.1. any freehold subdivision capable of individual ownership, whether improved or not;

- 1.37.2. any sectional title unit, under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on any property within the Estate; and
- 1.37.3. the right to extend any sectional title scheme by the erection of a unit (as contemplated in Section 25 of the Sectional Titles Act), where a sectional title scheme has been established on any property within the Estate.
- 1.38. **LANDSCAPING CONTRACTOR** means a person or company doing landscaping for a HOMEOWNER and who has been duly appointed subject to the rules and regulations of the ESTATE.
- 1.39. **LANDSCAPING PLANS** means plans for the gardens on Portions surrounding IMPROVEMENTS.
- 1.40. **LEVY** means the levy referred to in Clause 32 of the MOI.
- 1.41. **LOCAL AUTHORITY** means the Local Authority having jurisdiction over the Development which, at the date of approval of the Development, is eThekweni Municipality.
- 1.42. **MANAGING AGENT** means any person or body appointed by the Developer for as long as the Developer is a member and thereafter by the Association as an independent contractor to undertake any of the functions of the Developer/Association.
- 1.43. **MANAGER** means the person, corporation or association appointed by the Developer during the Development Period and, thereafter, by the Association, from time to time, to undertake the management of the Sub-Precinct, or his duly appointed subordinates in a particular area of responsibility.
- 1.44. **MASTER MANAGEMENT ASSOCIATION** means the Sibaya Precinct Master Management Association (RF) NPC, Registration Number 2016/193545/08.
- 1.45. **MEMBER** means:
- (i) an Owner; and
 - (ii) the Developer in its capacity as such during the Development Period
- (although, it is recorded that, the Developer shall continue to be a Member after the expiry of the Development Period if the Developer is then an Owner);
- it is recorded that if a Member consists of more than one person, such persons shall be jointly and severally liable in solidum for all obligations in terms of the MOI.
- 1.46. **MOI** means Memorandum of Incorporation for the time being of the Association.
- 1.47. **OWNER/HOMEOWNER** means the registered owner of a Portion and/or Unit or of an undivided share thereof who is, in terms of the Deeds Registries Act and/or the Sectional Titles Act, reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Portion or Unit.
- 1.48. **CLUBHOUSE** means the Gold Coast Clubhouse, together with all its facilities.
- 1.49. **CLUBHOUSE FACILITIES** mean the facilities, designated as such on the Site Development Plan.
- 1.50. **PRIVATE SPACES** mean all Portions on the Development which are identified as private roads, private

open spaces, lakes, waterways, dams, and pathways.

- 1.51. **RESIDENT** means any person lawfully occupying a Portion or Unit.
- 1.52. **RESOLUTION** means a resolution passed at an Annual General meeting or any other general meeting of the Association by an ordinary majority of the total votes represented at such meeting by members present in person or by proxy.
- 1.53. **PLAN** means the plan drafted by Wall Marriott Paul & Borgen, professional land surveyors (Drawing No. 5798/Gold Coast dated February 2018).
- 1.54. **PROPERTY TIMESHARE CONTROL ACT** means the Property Time Share Control Act No. 75 of 1983 as amended and any regulations in force thereunder from time to time.
- 1.55. **RULES** mean the rules made by the Board as per the provisions of Clause 26 of the MOI.
- 1.56. **SERVICES** means water, sewerage, refuse removal, electricity, communications, security, placemaking (by which is meant transforming public space into vital spaces that highlight local assets, spur rejuvenation, and serve need), maintenance of common areas, and such other utilities or services as may be provided by the Association or any other supplier of services to the Sub-Precinct, from time to time.
- 1.57. **SECTIONAL TITLES ACT** means the Sectional Titles Act No. 95 of 1986 (as amended) and any regulations thereunder, as read with the Sectional Titles Schemes Management Act No. 8 of 2011 and all regulations thereto.
- 1.58. **SECTIONAL TITLES SCHEME** means any scheme established in terms of the provisions of the Sectional Titles Act.
- 1.59. **SUB-HOA** means any new Homeowners' Association established as a result of any extensions of the Development or within the existing Development.
- 1.60. **SUB-HOA BOARD** means the Board appointed by a Sub-HOA to serve as a Board of the Sub-HOA.
- 1.61. **SECURITY MANAGER** means such a person duly appointed to manage and oversee security on the ESTATE.
- 1.62. **SECURITY** means individuals employed by the Association, or a recognised Security Company duly appointed by the Association to perform access control and other security functions on the ESTATE.
- 1.63. **SITE HANDOVER CERTIFICATE**, hereafter SHOC, specifies the requirement for commencement with IMPROVEMENTS.
- 1.64. **SIBAYA PRECINCT** means the Sibaya Precinct as defined in the Master Management Association's Memorandum of Incorporation.
- 1.65. **SUB-PRECINCT** means the immovable property described as Portion 23 of Portion 2 Sibaya, Registration Division FU, Province of KwaZulu-Natal, in extent approximately 18,000 hectares, as shown on the Plan; including any subdivision of the aforesaid property but excluding any property which is owned by the eThekweni Municipality (or which otherwise constitutes a public road).
- 1.66. **TOWN PLANNING SCHEME** means an operative town planning scheme applicable to the Development from time to time.

- 1.67. **UNIT** means a sectional title unit in Gold Coast Estate.
- 1.68. **CONTRACT SUM** means the amount stipulated in the building agreement entered into by and between Owner of the Portion and the accredited Contractor which amount excludes the Purchase price of the Portion.
- 1.69. **VEHICLE** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- 1.70. **WORKERS** mean domestic workers, labourers and sub-contractors employed or appointed by HOMEOWNERS and/or residents and/or persons operating a business within the ESTATE from time to time.
- 1.71. **ESTATE DESIGN MANUAL** means the “**Guide**”.

2. INTERPRETATION

- 2.1. In this document, unless inconsistent with or otherwise indicated by the context:
- any reference to a gender includes the other gender;
 - any reference to natural persons includes legal persons and vice versa;
 - any reference to the singular includes the plural and vice versa;
 - words and phrases defined in the MOI bear corresponding meanings herein;
- 2.2. The clause headings in these ESTATE RULES have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.3. If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 2.4. These ESTATE RULES shall be governed by and construed and interpreted as per the laws of the Republic of South Africa.
- 2.5. Should a discrepancy exist between the Estate Rules and the MOI, the MOI takes preference.
- 2.6. Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.7. Where figures are referred to in words and numerals, if there is any conflict between the two, the words shall prevail.
- 2.8. If any provision of these Estate Rules is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of these Estate Rules.
- 2.9. If any provision in a definition in these Estate Rules is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition clause of the Estate Rules, effect shall be given to it as if it were a substantive provision in the body of these Estate Rules.
- 2.10. The annexures to these Estate Rules are deemed to be incorporated in and form part of these Estate Rules.

3. INTRODUCTION

- 3.1. The purpose of these Gold Coast Management Association (RF) NPC Estate Rules, together with the Memorandum of Incorporation, is to govern the use of the Estate and its facilities. These Estate Rules are not intended to limit the lifestyle of residents, but rather to protect them, and are binding equally on all RESIDENTS, OWNERS, VISITORS, WORKERS, and the Association.

The powers of the Association includes the power to do all things reasonably necessary for the enforcement of these Estate Rules and the control, management, and administration of the common property.

The Board is entrusted by the Association to ensure such control, management and administration and is assisted by a MANAGER and other duly appointed office bearers of the Association.

It is the responsibility of every OWNER to ensure that all residents, guests, and workers on his property abide by the rules.

- 3.2. The Developer, when selling a Portion and/or Unit to the Member, imposed a condition in terms of the Sale Agreement, that the Member, or any successor in title, shall be obliged to accept transfer of the Portion and/or Unit subject to a condition to the effect that, the Portion and/or Unit or any portion thereof, or interest therein, shall not be alienated or transferred without the written consent of the Association first being had and obtained and an Owner of each subdivided portion of the Immovable property comprising the Development and all successors In title shall be members of a homeowners association in respect of the Development. The Developer shall at its sole discretion register the said condition against the Title Deed to each Portion/or Unit and all successor in titles thereto.
- 3.3. It is further recorded that the Member and any successor in title, shall not be entitled to sell, transfer or otherwise dispose of the Portion and/or Unit unless it includes it in the relevant agreement similar clauses to those stipulated in 3.2 above, requiring compliance with all the provisions hereof, including without limiting the foregoing, the obligation to reimpose the provisions of this Clause 3.3.
- 3.4. The Developer is desirous of regulating and controlling the harmonious development of Gold Coast.

4. COMMENCEMENT DATE

The Association, as contemplated in terms of Clause 3.2 above, will come into existence simultaneously with the first registration of transfer of a Portion from the Developer to an Owner.

5. STATUS

- 5.1. The Association shall:
- 5.1.1 Have a legal personality and be capable of suing and being sued in its own name; and
 - 5.1.2 Not operate for profit but for the benefit of the Members.
- 5.2. No Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Board.

6. OBJECTIVES

6.1. The Association shall have as its objectives:

- 6.1.1. To oversee, maintain and control the Development.
- 6.1.2. Ensure the general high standard of the Development.
- 6.1.3. Generally, to promote, advance and protect the Development and the Interests of the Association.
- 6.1.4. To regulate and control the development to ensure harmony during the Development.
- 6.1.5. To promote a high standard of Improvements on the Development.
- 6.1.6. To administer and enforce the Guide and the title deed conditions.
- 6.1.7. To ensure the maintenance, upkeep, upgrading, and installation, where required, of common services serving the Development, such as but not limited to, the sewerage and drinking water reticulation and stormwater systems, security fences and private roads, according to the approved Management Plan.
- 6.1.8. The payment of the bulk water and sewerage accounts jointly with Owners of Portions and or Units in the Development.
- 6.1.9. To control the transfer of Portions and Units in the Development and the conditions imposed by the Local Authority and conditions imposed by the Developer in the Agreement of Sale between the Developer and the first Owner of a Portion and any successor-in-title and the title deed conditions.
- 6.1.10. To manage and maintain the pathways and open spaces within the Development.
- 6.1.11. To take transfer of, maintain and insure, where necessary, the roads, the private open space, and improvements thereupon in the Development and control the usage thereof and of the facilities belonging to the Association or falling under its control. The areas and facilities for which the Association is responsible in terms hereof is indicated on the Site Development Plan.
- 6.1.12. The preservation of the natural environment including vegetation and flora and fauna on the land.
- 6.1.13. To regulate the conduct of any person and the prevention of nuisance of any nature of the owner of any property forming part of the Development.
- 6.1.14. To introduce traffic calming measures.
- 6.1.15. To impose fines and other penalties that may be payable by and enforced against members of the Association.
- 6.1.16. The right to keep any animal, reptile, or bird.
- 6.1.17. The use and control of business premises in the Development Precinct.

- 6.1.18. The storing of flammable and other harmful substances.
- 6.1.19. In order to give effect to the abovementioned objects, to make rules to accomplish these objectives.
- 6.1.20. To regulate and implement guidelines, fees, a monthly lessor levy and processes for letting, short-term letting and/or selling land including but not limited to the prescribed documentation to be used and any deposit that may be required to be collected. This is to ensure the harmonies living within the Estate as well as to protect the interests of its Members.
- 6.1.21. The Association shall have the power to do all such acts as are necessary to accomplish the fulfilment of the foregoing objects, including, but not restricted, to powers specifically contained in the MOI.

7. RELATIONSHIP BETWEEN OWNERS AND THE CLUBHOUSE AND ITS FACILITIES

- 7.1. The Developer shall establish the Clubhouse and Facilities and each Owner shall become a Member of the Clubhouse and in so doing will entitle the Member to utilise the Clubhouse and Facilities which will be made available to the Members. The Clubhouse and Facilities will be held under separate titles by the Developer or his nominee who is capable of being sold to a successor in title.
- 7.2. The Developer or his successor in title, as an owner of the Clubhouse and Facilities and the Association, shall ensure that all Owners become Members of the Clubhouse, which shall entitle the member to utilize the facilities. Such members shall be subject to the MOI and Rules of the Clubhouse and shall be liable for the monthly Clubhouse fees applicable from time to time, which fees will be payable to the Developer or its successor in title. The Association shall not consent to any transfer of a Portion and or Unit within the Development unless the Members' Clubhouse fees are fully paid and up to date. The Clubhouse fees on the commencement date of the Association shall be R 800.00 per month. This fee is subject to change from time to time.
- 7.3. The Board shall designate certain Directors to serve on a management sub-committee formed by the Clubhouse, entrusted with the matters of the Association as it affects the Clubhouse. The Clubhouse and the Association shall have equal representation on this sub-committee. It is recorded that the Clubhouse shall remain autonomous, and that the Association shall have no direct representation on the Management Committee of the Clubhouse. Members shall, however, be represented via their membership of the Clubhouse and their rights in terms of the MOI of the Clubhouse, which rights shall be the same as for all other members.
- 7.4. Except in respect of the provisions of Clauses 10 and 12 of these rules, together with Clause 2.4, 3, 7 and 8 of the MOI relating to conduct/access to the Clubhouse and use of Clubhouse Facilities, the Clubhouse shall have no authority over the Association, however, it is recorded that the Clubhouse shall have a vote in the matters of the Association by virtue of being an Owner.
- 7.5. It is the intention that there shall be an ongoing flow of information between the Clubhouse and the Association to promote good co-operation and a pleasant working relationship to the mutual benefit of the Clubhouse and the Association and its members.

8. MEMBERSHIP

- 8.1. The Association shall have as its Members:

- 8.1.1 the Developer during the Development Period and for as long as the Developer remains a

Registered Owner of any portion of the Development and, without detracting from the generality of the foregoing, specifically including any Portion and/or Unit;

8.1.2 every Registered Owner upon registration of transfer of a Portion and/or Unit into his name provided that where a Registered Owner comprises more than one person, such persons shall be deemed jointly to be one Member of the Association and shall be responsible jointly and severally for the obligations of such membership. A Registered Owner of a Portion and/or Unit shall be a Member of the Association until he ceases to be the registered owner of such Portion and/or Unit; and

8.1.3 in respect of any Portion on which is established a Sectional Title Scheme the Members therein being the Individual owners of Units.

9. PHASES

9.1. The Developer intends to develop and market the Development in phases as the Developer deems fit and, for as long as the Developer is a Member of the Association, the Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within and outside the Development.

9.2. The Developer shall, in its absolute discretion, be entitled to apply for and subject to approval by the Local Authority, vary the layout and/or zoning and/or size and/or boundaries of Portions and/or the extent and position of streets comprising the Development and Members shall be bound thereby and shall have no claim of whatever nature against the Developer arising therefrom. Insofar as the consent of a Member is required for any of the foregoing, the Developer (represented by any one of its Directors) is irrevocably granted a power of attorney to grant any/all such consents on behalf of Members, as may be required.

10. CONDUCT/ACCESS TO THE CLUBHOUSE AND FACILITIES

10.1. Members shall exercise the utmost caution when accessing the Clubhouse and Facilities and will do so at their own risk.

10.2. No pets are allowed in the Clubhouse.

10.3. Members shall not obstruct and damage the Clubhouse and/or facilities in any way.

10.4. No social play will be allowed in the Clubhouse whatsoever save for that permitted in the Rules of the Clubhouse and the MOI.

10.5. Notwithstanding any contrary provision contained herein or in the MOI, the provisions set out in the MOI and these Estate Rules relating specifically to the Clubhouse and its rules and obligations, shall not be changed or deleted without the prior written approval of the owner of the Clubhouse.

11. ACCESS TO THE DEVELOPMENT AND SERVITUDES

11.1. There shall be one permanent entrance to the Development.

11.2. It is recorded that officials, employees and contractors employed by the Association, Local Authority, Developer and/or any public service company shall, at all times, have reasonable access to the Portions and/or Unit and Private Spaces for purposes of inspecting and/or maintaining all services.

- 11.3. As per the MOI, the Developer has reserved the right and shall be entitled to build and establish on the Development a Clubhouse, with a restaurant, a gymnasium, tennis and squash courts, swimming pool and other recreational facilities, and any other amenities and facilities as it in its sole discretion deems fit. Access thereto will be necessitated via Private Spaces, the Association shall be obliged and is hereby irrevocably authorized and empowered on behalf of the Members to give access over Private Spaces to and in favour of the Clubhouse, Facilities, Recreational Facilities, and other facilities and amenities aforesaid.
- 11.4. The Developer shall ensure that suitable servitudes will be given to Members over the Development to provide them with access to footpaths and trails.

12. USE OF CLUBHOUSE FACILITIES

- 12.1. Members shall be allowed to make use of the Clubhouse facilities as per the membership accepted by them.
- 12.2. Members shall at all times be subject to the MOI, rules, and regulations of the Clubhouse laid down by the Clubhouse for the use of its facilities from time to time and the Clubhouse shall be entitled to deny any member use of the Clubhouse facilities should such person transgress nor abide by the provisions of the MOI and/or rules and regulations of the Clubhouse or is in arrears with the Membership Fees.
- 12.3. Notwithstanding any contrary provision contained elsewhere in these Estate Rules, this clause 12 shall not be changed or deleted without the prior written approval of the owner of the Clubhouse, or its successors in title.

13. THE GUIDE

- 13.1. The Guide constitutes an integral part of the MOI and these Estate Rules and for as long as the Developer is a Member, the Guide may be amended, substituted, added to or repealed only at the instance of the Developer and, thereafter, by the Association.
- 13.2. All landscaping, plants and all improvements shall be approved design and of sound construction and shall comply with the provisions of the Guide.
- 13.3. No construction or erection of improvements on a Portion and or Unit may commence prior to the approval of plans for such improvements and, in this regard:
- 13.3.1 a full set of proposed building plans which indicate both construction and design details shall be submitted to the Association for approval by the Architect and any Design Review Panel established for this purpose;
 - 13.3.2 thereafter, the approved plans shall be submitted to the local authority for approval;
 - 13.3.3 having obtained the approval of the Local Authority, the Member shall comply with all conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Guide read with the plans. The Member shall also be obliged to comply with the provisions of the signed Building Agreement;
 - 13.3.4 the scrutiny fee payable to the Architect and/or the Design Review Panel will be paid by the Owner, such scrutiny fee to be determined by the Board of Directors, from time to time.
- 13.4. Approval of building plans will not be granted by the Local Authority without the prior written approval

of the Architect thereto which approval shall be evidenced by an endorsement by the Architects.

- 13.5. No improvements may be effected by an owner other than by a Contractor. The Developer during the development period, and thereafter the Association, shall designate a list of contractors who will be allowed to do building work of whatever nature in the Development.
- 13.6. In order to ensure that prospective Purchasers or tenants are correctly advised of their rights and obligations relative to the Estate, Members who wish to re-sell or let their properties, are obliged to appoint an Appointed Estate Agency who is accredited and appointed by the Developer during the development period and thereafter, by the Association and further set out in Clause 7 of the MOI.
- 13.7. An Owner will have no claim for damages or loss against the Developer or the Association, arising from whatever cause as a result of any acts or omissions of a Contractor and further hereby indemnifies the Developer and Association against any claim from any third party arising from the construction of such improvements.

14. MEMBERSHIP OF MASTER MANAGEMENT ASSOCIATION (RF) NPC

By virtue of Members Ownership of a Portion and/or Unit, the Member shall be obliged to become, and remain for the duration of his ownership of the Portion and/or Unit, a member of the Master Management Association within the meaning of and subject to the conditions set out in the Master Management Association, and undertakes that he and all persons deriving use of the Facilities or any part thereof through him will, from the date of transfer, duly comply with all the obligations imposed upon the Members under the Master Management Association.

15. DISTURBANCES

Any conduct, save for normal Hospitality & Clubhouse activities, which disturbs or tends to disturb the peace and tranquillity of the Estate and residents is not permitted. Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the MANAGER in his sole and unfettered discretion from time to time, as well as other sources attributable to a resident, constitutes a disturbance of the peace in terms of these Estate Rules.

16. DOMESTIC REFUSE

- 16.1. All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the LOCAL AUTHORITY or waste collection contractors, provided that the MANAGER may, from time to time, by notice in writing to all residents –
 - a. prescribe the type and size of refuse containers to be obtained and used;
 - b. provide directions in regard to any place designated for refuse removal;
 - c. require the payment of a reasonable charge for the provision of such containers.
- 16.2. It shall be the duty of every resident to ensure that any direction given by the MANAGER from time to time is observed and implemented.
- 16.3. Where, in the opinion of the MANAGER, any refuse is of such size and nature that it cannot be expediently removed by the LOCAL AUTHORITY or by waste collection contractors, the MANAGER shall give the resident wishing to dispose of such refuse such directions for its disposal as he may deem fit, at the cost of the Member.

17. ANIMALS

- 17.1. Unless written authority has been given by the Association to any member, only domestic animals posing no danger, noise or odours may be kept as follows;
- a. The maximum number of dogs and cats that may be kept on a Portion is either 2 (two) dogs or 2 (two) cats, or one dog and one cat. All dogs and cats must be spayed or neutered, and their weight must be under 20 kg.
 - b. The maximum number of dogs and cats that may be kept in a Unit is either 2 (two) dogs or 2 (two) cats. All dogs and cats must be spayed or neutered, and their weight must be under 10 kg.
- 17.2. The Association may withdraw their approval in the event of a breach of any condition, upon which the Owner or Occupier must remove the animal from their property.
- 17.3. Visitors are not allowed to bring any animals onto the Estate, except if it is a guide dog.
- 17.4. All domestic animals shall at all times bear a tag, which shall reflect the name, telephone number and Portion or Unit number of the relevant HOMEOWNER or RESIDENT.
- 17.5. No reptiles, farm animals, or any exotic pets may be kept. If animals are brought onto or found upon the Estate contrary to the provisions of these Estate Rules, or if any animal creates a nuisance to other residents, the Association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either, require the relevant HOMEOWNER or RESIDENT to remove the animal from the Estate, and/or itself by instructing the services of a third party to remove the relevant animal from the Estate and to claim all costs so incurred from the relevant HOMEOWNER or RESIDENT.
- 17.6. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant Homeowner's or Resident's Portion or Unit.
- 17.7. Dogs shall not be allowed on COMMON AREAS, servitude areas, unless under strict control and on a leash. If any dog digs holes and/or otherwise damages COMMON AREAS, the relevant HOMEOWNER or RESIDENT shall be required to repair the damage. The following dog species, mixed breed or pedigree are not allowed on the ESTATE, i.e., **Pitbull terriers, Rottweilers and Boerboels**. The Estate Veterinary Advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with this rule.
- 17.8. Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
- 17.9. Dogs are not allowed in the Clubhouse or its facilities under any circumstances.
- 17.10. Members are to refer to the Pet Protocol.

18. SECURITY

- 18.1. Security personnel are there for the safety and protection of the Estate, its employees, residents and assets. They control access to the Estate and all employees, contractors, visitors, tenants and residents must at all times, adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the MANAGER.
- 18.2. No person shall do anything which is or might be prejudicial to the security of any RESIDENT. Abuse of

security members during the course of their duty, is strictly prohibited including any actions which compromise the effectiveness of any aspect of the security of the estate. Any action and or incident that might have a negative effect on the security of the Estate and its RESIDENTS or WORKERS must immediately be reported to the MANAGER or SECURITY MANAGER.

- 18.3. It is in the best interest of all residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, residents are requested to contact the Association offices for assistance through the appropriate channels.
- 18.4. No VEHICLES or persons shall enter or leave the Estate at any point except at the entrance gates, other than in extraordinary circumstances and with the prior written consent of the MANAGER or SECURITY MANAGER.
- 18.5. VEHICLES are subject to be searched at any time when necessary.
- 18.6. VEHICLES entering the Estate will 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 Estate.
- 18.7. The MANAGER and SECURITY MANAGER may make ESTATE RULES or temporarily alter ESTATE RULES as deemed fit in their discretion to enhance, manage, and improve the security of the Estate. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The Guest Enrolment System will allow guests to enter and exit the Estate's main entrance gate by using a unique one-time pin code, generated by the resident. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the Association's MOI and Estate Rules. Visitors to the Estate that intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to Residents, owners, workers and other persons if, at the discretion of the SECURITY MANAGER, it is necessary.
- 18.8. Contractors may only enter the Estate through the contractors' gate or as indicated.
- 18.9. All VEHICLES entering and/or leaving the Estate shall stop at the vehicle entrances. No VEHICLE shall enter the Estate unless admitted by the guard on duty at the gate, except where the Association has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.
- 18.10. Any contractor or employee who has been engaged or employed by a HOMEOWNER or a RESIDENT to supply goods or services on the Estate will be required to apply to the SECURITY MANAGER for permission to enter the Estate before being permitted access to the Estate. The contractor or employee concerned will be required to complete an application form and will be required to submit an original police clearance certificate, certified copy of his/her identity document or passport and submit himself/herself to fingerprints to be taken by the SECURITY MANAGER and/or his delegate together with his or her application for access to the Estate. No contractor or employee may enter the Estate unless and until his/her application for access has been approved in writing by the SECURITY MANAGER. Contractors or employees who have not been on the Estate for six consecutive months or more will be required to reapply to the SECURITY MANAGER for permission to access the Estate.
- 18.11. At the sole discretion of the Estate Manager, a prescribed fee will be charged to the applicant for the processing and issuing of access to the Estate. This fee is subject to change from time to time.

- 18.12. Residents who enter the Estate without an access disk will be handled as visitors by filling in the visitor book.
- 18.13. The Board is authorised to determine the conditions under which additional disks may be purchased.
- 18.14. Taxis may only enter the Estate if the resident concerned has made prior arrangements. Only the driver and the visitor will be allowed access. All other occupants must exit the vehicle and remain at the front gate. The Driver must complete the register and will be issued with a "Visitors Card" when entering the Estate via the visitor's lane.
- 18.15. Visitors/Services and Taxis to residents must return the "Visitors Card" on egress. Failure to do so will result in egress being refused. The visitor will at all times comply with the instructions of the security personnel at the main gate.
- 18.16. Security may refuse access to any visitor under the influence of alcohol or drugs, where access is or is not authorised by the resident or otherwise in terms of these rules.
- 18.17. Prospective buyers will only be allowed into the Estate if accompanied by the appointed sales representative, or during official sales times as displayed at the gate. A Visitors Slip must be completed and handed back to the gate on exit.

18.17.1. Biometric Fingerprint Access

It is mandatory for everybody working or residing at the Estate to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate inside, and work on the Estate are entitled to be enrolled.

18.17.2. Electronic Booms

The vehicle entry lanes are each equipped with electronic booms. The Association may at its sole discretion install spikes. A security protocol is made available for Members at the Association's offices.

People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

18.17.3. Close Circuit Television View (CCTV)

Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all vehicles and people entering and exiting through the access points.

All persons working or residing on the Estate must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains, particularly to nudity.

18.17.4. Electric Fencing

The Estate is surrounded by a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the Estate and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the Estate must take note that the fence is always live.

18.17.5. Alarm Systems

Burglar alarms must be in a sound working condition and comply with any regulations which the Association may make with regard thereto from time to time. Related sirens must not

disturb neighbours (i.e., be silent to the outside environment).

Armed response service providers are limited to the onsite security response team. The outside armed response will not be effective as they would have to go through an enrolment process each time, they enter the estate. The outside armed response will be limited to the names on the Association's list of preferred suppliers.

18.17.6. Tenant Approval

Members of the Association shall ensure that no tenants are allowed occupancy on the Estate unless such tenants have been approved by the Association and the appropriate Administration fee paid. The same Association approval will be required for any renewals of lease agreements and a renewal fee will be payable to the Association before access is extended.

The proposed tenants will be required to complete an application form provided by the Association as part of the official Association Leasing pack, which include all other required documents to be completed. A written undertaking must be given by such tenant to comply with the provisions of both the Association's MOI and the Estate Rules and regulations made and determined in accordance therewith.

All tenants must undergo orientation by the Association prior to occupation of their unit, refer to clause 24.1.5 hereunder.

The proposed tenants will also be required to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the SECURITY MANAGER and/or his delegate for the purpose of doing a criminal and/or background check which will be charged to the applicant.

19. VISITORS, DOMESTIC WORKERS, AND LABOURERS

- 19.1. All RESIDENTS shall make use of the Gold Coast Guest enrolment system to allow their visitors access to the Estate. If a resident did not generate a code for their visitor to enter the Estate, the security guard will endeavour to obtain authority from the relevant RESIDENT to admit the person concerned to the Estate. It will be the responsibility of the Owner/tenant to register on the Gold Coast Guest system. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to the Estate.
- 19.2. OWNERS or RESIDENTS who fail to generate codes for their visitors more than 10 times per month, could be levied an administration fee per pin code that was generated by Security. The amount of this fee will be at the discretion of the MANAGER.
- 19.3. The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds, in their own discretion deny any person access to the Estate and the Association may review its guidelines and protocols from time to time.
- 19.4. WORKERS are obliged to abide by these Estate Rules and the MOI. RESIDENTS are obliged to supply their workers with copies of these Estate Rules and the MOI and to ensure that they are aware of all the provisions.
- 19.5. RESIDENTS are required to notify the Association of and to provide full details of any WORKERS who reside on the Estate.

- 19.6. WORKERS are not allowed to walk on the Estate outside of the Portion and or Unit which is their dedicated workplace.
- 19.7. If the security guard on duty has no record of the arrival of any WORKERS, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant RESIDENT to admit the WORKER concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse such worker access to the Estate.
- 19.8. OWNERS or RESIDENTS use their best endeavours to ensure that none of their employees behave or engage in conduct unbefitting the high standard of the Estate; and/or engages in any strikes or other labour action on or about the Estate. It is recorded that the Association and/or the MANAGER shall be entitled to procure compliance with the aforesaid in their discretion and any costs associated therewith shall be for the account of such OWNER. The maximum number of WORKERS that can reside on a Portion or Unit is one. Family members or Friends of WORKERS are not allowed to overnight. The Association may review its rules relating to visitors, domestic workers, and labourers from time to time.

20. TRAFFIC

- 20.1. The movement and control of traffic and pedestrians are subject to these Estate Rules and such further directives as may be made by the MANAGER with regard thereto.
- 20.2. Subject to consent being obtained from the MANAGER, heavy vehicles and construction vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on weekdays. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses. This does not apply to the Developer or his contractors.
- 20.3. A maximum speed limit of 25 km/h (twenty-five kilometres per hour) shall apply, provided that lower speed limits may be imposed by the Association where this is deemed necessary.
- 20.4. Persons, animals, and birds shall at all times have the right of way on and about the Estate. VEHICLES shall be brought to a stop whenever necessary.
- 20.5. The Association may, by means of appropriate signage, give directions as to the use of roads or any portion of roads on the Estate. Failure by any person to obey such signage shall constitute a contravention of these Estate Rules.
- 20.6. No person shall drive or ride any VEHICLE within the Estate in such a manner that would constitute an offence under any traffic ordinance. All VEHICLES shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, VEHICLES emitting excessive noise, smoke and/or oil are prohibited.
- 20.7. The driving of VEHICLES is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the Association for that purpose.
- 20.8. The MANAGER reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps, speed traps, and golf cart/pedestrian-crossings, that they in their sole discretion deem necessary from time to time. Any such structure, vehicle or object may either be arranged to be removed or clamped by the MANAGER and the offending party will be fined in terms of these Rules.
- 20.9. All vehicles including golf carts shall only be driven by adults over 18 (eighteen) years of age who have a valid driver's license with a minimum of code 8. At no time may a golf cart be driven carrying more occupants than designed for. Any claims that might arise concerning privately-owned golf carts on the

Estate will be the sole responsibility of such driver and the registered owner of the privately- owned golf cart. Normal traffic regulations and considerations are applied.

- 20.10. A registration number (your stand number) must be displayed on the golf cart. Carts must be electric, silver, green or cream in colour and in good condition. Carts that are used after sunset must have lights.
- 20.11. No person shall store, park or leave unattended any golf cart or vehicle, except in a structure designed as a golf cart barn, golf cart garage or carport, provided that the golf cart is at all times out of public sight whilst in such structure. Such structure must be compliant with all the provisions of the Guide.
- 20.12. Parking will only be allowed in areas designated for such purpose by the Association by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or vehicle shall be parked in such a manner that a Portion thereof protrudes over such lines. No parking will be allowed on the Estate verges.
- 20.13. No person shall park or store any trailer, caravan, boat, truck or lorry within the Estate or in such a way that it is visible from the road except with the consent of the Association.
- 20.14. No trailers, caravans or boats shall be brought onto the Estate, except with the consent of, and subject to, such conditions as may be prescribed by the Association from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere on the Estate.
- 20.15. There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.
- 20.16. Should a vehicle be parked or abandoned in breach of the Estate Rules or MOI, the Manager may impose the applicable warning/fine on the owner of, or the person responsible for, the vehicle; and/or
- a. The Manager may have the vehicle's wheels clamped at the risk and expense, including the payment of a **release fine of R500.00**, of its owner or the person responsible for it; **this fine is subject to change from time to time**, or
 - b. The Association may apply for a court order at the cost of the owner of, or of the person responsible for, the vehicle to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the vehicle.
- 20.17. Skateboards, roller blades or any related equipment may not be used in any COMMON AREA or on any roads within the Estate.

21. COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 21.1. The Association shall be entitled to control all aspects of the environment on or about the Estate (except for the CLUBHOUSE FACILITIES), including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of the park areas, any DAMS within the COMMON AREAS on the Estate.
- 21.2. No person shall do anything or omit to do anything that may, in the opinion of the Association, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of COMMON AREAS by RESIDENTS.
- 21.3. Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically

designated by the Association for that purpose. Fires may not be lit on any units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.

- 21.4. No person shall (without the prior written authority of the Association) pick or plant any flowers or plants on or about the COMMON AREAS.
- 21.5. The MANAGER shall be entitled to prohibit or restrict access to any part of the Estate, excluding the Portions, to preserve the natural fauna and flora.
- 21.6. No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the Estate. Hunting and trapping in any manner is strictly prohibited, provided that the Association and/or the Developer may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 21.7. No person shall anywhere on the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 21.8. Fishing in any of the dams is permitted on a catch-and-release basis but restricted to HOMEOWNERS or RESIDENTS and their accompanied guests only and subject to the specific rules made by the MANAGER concerning fishing from time to time.
- 21.9. No temporary structures (treehouses) as defined by the National Building Regulations may be erected in the COMMON AREAS.
- 21.10. No swimming or fishing is allowed in the fishponds, lakes and or any water features on the Estate other than where signage indicates that such activities are allowed.
- 21.11. Periodically certain lakes will have a "No Fishing and/or No Disturbance" signposted for ecological reasons. Strict compliance with these signs must always be observed. No broken or discarded fishing line may at any time be left in the COMMON AREA. This must be removed or deposited in the nearest dustbin.
- 21.12. Non-motorised boats and float devices are not allowed to be used on the dams.
- 21.13. Swimming or floating on the lakes may be banned at the discretion of the Association.
- 21.14. No boreholes or well points may be installed on any Portion.
- 21.15. No vehicles may be washed on COMMON AREAS and no fire hydrants or fire hoses may be used for this purpose.

22. GOLD COAST CLUBHOUSE, SPORTS CENTRE & FACILITIES

- 22.1. Access may be suspended for practical reasons such as maintenance at the sole discretion of the Developer or Owner of the facility.
- 22.2. The MANAGER may at times do spot-checks on equipment and sportswear used to ensure safety, cleanliness, and hygiene.
- 22.3. The gym and the pool will be locked between certain hours.

- 22.4. Players with bookings will have preference to use the booked facility.
- 22.5. Smoking is not permitted anywhere on the Common Areas, the Gold Coast Clubhouse, the Sports Centre, and facilities including, the gym, tennis court, swimming pool, squash court, and sauna, save for those areas that are specifically designated for smoking.
- 22.6. **Gym**
- 22.6.1 Access is free for all MEMBERS, including both Freehold and Sectional Title Unit OWNERS, provided the Members are not in arrears with their Clubhouse fees. This right is to be transferred to the TENANTS, should their property be let out, subject to the conditions that the relevant OWNER and TENANT remain in good standing with the Association.
- 22.6.2 No minors under 14 (fourteen) years of age may use any gym equipment or be in the gym area.
- 22.6.3 Additional services rendered (e.g., Pilates) at the gym may be chargeable.
- 22.6.4 Employees of the Association and certain outside users may also have controlled access to the gym, pool, squash, and tennis courts subject to specific criteria and fees. In order to make use of the gym, any OWNER or RESIDENT must comply with the terms in [Gold Coast Rules & Regulations](#).
- 22.6.5 The relevant indemnity documents must be signed. All users of the GYM are subject to strict rules.
- 22.7. **Pool**
- 22.7.1 No persons under the age of 14 (fourteen) years of age may use the pool without due supervision.
- 22.7.2 Swimmers must wear appropriate swimwear.
- 22.7.3 The use of the swimming pool is solely at the risk of the user who shall indemnify the Body Corporate, the Association, the Directors, and all other owners/residents from any responsibility whatsoever in this regard.
- 22.7.4 Swimming is only allowed between the hours of 06h30 and 21h00.
- 22.7.5 Pool furniture must not be removed from the facility.
- 22.7.6 No person shall use the pool in a manner to interfere unreasonably with the amenity of other users.
- 22.7.7 Pool cleaning equipment, pumps, piping, etc. may not be used or moved by residents, and only the appointed persons may operate the equipment.
- 22.7.8 Gates to the pool must always be kept closed and the fencing is not to be bent, destroyed or moved.
- 22.7.9 Surfboards, cold drink cans and glass or other hard objects of any sort are prohibited in the pool, and any litter in and around the pool must be removed by the user.

22.7.10 Animals are not permitted to be in or around the pool area.

22.7.11 No alcohol, glass bottles or any other glass item shall be allowed in the swimming pool area.

22.8. **Squash Courts**

22.8.1 Minors between 12 – 16 (twelve and sixteen) years of age may play squash under adult supervision.

22.8.2 Only proper squash equipment (racquets and balls) may be used on the court.

22.8.3 Only OWNERS and RESIDENTS along with their guests may play.

22.8.4 The OWNER OR RESIDENT must always be present for his guest to be allowed to play. Only clean, light-soled and non-marking squash shoes are allowed on the courts.

22.8.5 To make use of the Squash Court facility, OWNERS and RESIDENTS must comply with [the Gold Coast Club Squash Court Rules](#).

22.9. **Tennis Courts**

22.9.1 Only OWNERS and RESIDENTS along with their guests may play.

22.9.2 No activity other than tennis may be conducted on the courts whatsoever.

22.9.3 Appropriate non-marking footwear must always be worn on the Tennis Courts. NO skateboards, rollerblades or similar devices are allowed on the Tennis Courts.

22.10. **Sauna and Steam Bath**

22.10.1 Users must shower before using the sauna and or the steam bath. Shoes must be worn to and from the sauna and or steam bath.

22.10.2 No persons under the age of 16 (sixteen) years of age may use the sauna and/or steam bath.

22.11. **Clubhouse**

22.11.1 OWNERS or RESIDENTS are obliged to be members of the Gold Coast Clubhouse. The FACILITIES AND CLUBHOUSE are privately owned and separately run entities within the Estate and are subject to the MOI and Estate Rules and the regulations of the CLUBHOUSE.

22.11.2 Persons walking on or about the FACILITIES do so at their own risk.

22.11.3 Dogs accompanying HOMEOWNERS or RESIDENTS walking near the FACILITIES must be kept on a lead.

22.11.4 Pets are not allowed on the FACILITIES under any circumstances.

22.11.5 No golf or any other sport may be practised on the FACILITIES.

22.11.6 No glass or any sharp objects may be taken onto FACILITIES.

23. GENERATORS

Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the MANAGER. Approval from the MANAGER can be retracted at any time should a generator causes an excessive disturbance to neighbours. All applications will be reviewed against the following criteria:

23.1. Specifications

Only Ultra Silent Generators running at a maximum of 1500 revolutions per minute with a maximum sound pressure level of 51 dB will be allowed.

23.2. Location

23.2.1 Generators may not be installed on COMMON PROPERTY (pavements, greenbelts, and roads).

23.2.2 Generators may not be visible from the road or greenbelts. Planting or other screening may be required at the sole discretion of the MANAGER.

23.2.3 Fire safety: must not be within 1m of boundary.

23.2.4 All fuel to be stored in leak-proof/airtight containers specifically designed for such storage e.g., Jerry cans.

23.2.5 Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours.

23.2.6 Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

23.3. Operating Times

23.3.1 Generators may not be operated between 23:00 and 06:00.

23.3.2 If it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted.

23.4. Requirements for Approval – Portable Generators

23.4.1 This applies to small portable generators that are not connected into the existing electrical circuits/distribution board but merely have an extension cord that electrical appliances may be plugged into a site plan showing the location of the intended operating position including proximity to boundary wall needs to be submitted for approval prior to use to assess fire safety; Full details of the generator to be purchased, needs to be detailed in the application for approval.

23.4.2 Note: The risk of CO (Carbon Monoxide) poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open-sided carports and hence these areas are not considered to be external.

23.5. Requirements for Approval – Permanently Connected Generators

- 23.5.1 Any generator that is intended to be permanently connected into the existing electrical circuits/distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, A copy of the certificate must be lodged with the Association that will attach this to the approved site plan, a copy of which is retained at the office for future reference.
- 23.5.2 Applications for approval of permanently connected generators will be referred to the Sub Committee specifically set up to deal with such applications. This committee has been housed under the Architectural portfolio, and applications will be reviewed against the National Building Regulations.
- 23.5.3 A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation.
- 23.5.4 Full details of the generator to be purchased, needs to be detailed in the application for approval. A response to an application for permanent generators will be given within a reasonable time depending on workloads permitting. Submissions must be lodged at the ESTATE office before 14:00 on any given day, Monday to Friday. A prescribed fee for the application will be payable by the Applicant which fee will be determined by the Board.

24. LETTING AND SALE

24.1 Lease of a Property

- 24.1.1 The Association must be advised prior to the renting/leasing of a property. The Association must approve the occupation in writing of a permanent Property for financial gain as a rental/leasing no matter how short the period is. The Lessor must use the Association's lease agreement form without any alteration and the Association documentation fee must be paid. This fee is subject to change from time to time at the discretion of the Board. Only the Association's appointed letting agents must be used. A leasing protocol will be made available for Owners who wish to lease their Unit.
- 24.1.2 Each Member must ensure the Association's short-term letting process is adhered to. The Association is further entitled to impose any such deposit and/or levy they deem fit to operate and facilitate the letting of a property within the Estate. It is recorded that Members acknowledge and understand that such fee is to be charged to the Owner and will be deducted from the Owners levy account.
- 24.1.3 The Association shall have the absolute right to refuse to supply such Approval referred to above. Such approval shall not be withheld without good cause. Lessees must be of good standing befitting the Association and the Club, and the names of such lessees must be provided to the Association.
- 24.1.4 The owner must inform the lessee of the rules of Estate and furnish the Lessee with a copy of the "**Handbook for Residents**" and these "**Estate Rules**". These Estate rules apply to and are binding upon all tenants. Any contravention of the rules by any lessee shall, in addition to any right of recourse against the lessee, be deemed to be a contravention by the owner.
- 24.1.5 All lessees must undergo orientation by the Association prior to occupation of the unit. Lessees

must be introduced to Chairman/Directors of the Association/Body Corporates/ Sub-HOA prior to occupation (if applicable).

- 24.1.6 If any tenant, guest, occupier, employee, or other invitees of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the Association shall be entitled to deny that tenant, guest, occupier, employee, or other invitee access to the ESTATE.

24.2 Sale of a Property

- 24.2.1 The Association's written consent to transfer property within the Estate must first be obtained. Prior to the grant of any such consent, selling/transferring owner must have satisfactorily settled all his/her obligations to the Association.
- 24.2.2 Any intending purchaser is obliged as part of any sale and purchase agreement, to become a member of the Association and the Club.
- 24.2.3 An owner shall be required to use the Association's prescribed documents (including the Contract of Sale) when alienating or otherwise selling his/her property on the Estate. The Association will charge a prescribed fee for same which is subject to change from time to time.
- 24.2.4 Should an owner wish to dispose of his/her property privately and not wish to use the services of an Estate Agency, this may be done, but the owner must ensure that all requirements of, and obligations to, the Association are complied with prior to the conclusion of the sale.
- 24.2.5 Should an owner not wish to dispose of his/her property privately then the owner will only use an Appointed Estate Agency which has been approved and appointed by the Association from time to time to sell property on the Estate (an "Appointed Estate Agency").
- 24.2.6 All transfers of unimproved Land or partially improved Land or conveyancing work pertaining to notarially tie, open a sectional title register, consolidate, subdivide, and/or partition land within the development must be attended to by the Conveyancers nominated by the Developer currently Anthony Whatmore & Company.
- 24.2.7 Notwithstanding any other rights which the Association may have in terms of these rules, if an owner fails to comply, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the relevant rule has been complied with in all respects.
- 24.2.8 In all sales within the Estate, a schedule of fees will be prepared and provided by the Association. This will stipulate what is to be paid for, and for whose account it must be for in respects of the Sale.
- 24.2.9 The Association shall from time to time determine the application and appointment criteria for Appointed Estate Agency including, but not limited to, the number of Estate Agents per Appointed Estate Agency that may market and sell property on the Estate and the imposition of admin fees to be paid by all applicants. There shall however be no limitation on the number of Estate Agencies that may apply to be Appointed Estate Agents. To align these Estate Rules an Appointment of Agency Agreements will be required to be entered into by the Estate Agency and the Association. This will also expand on how sales of properties on the Estate are dealt with. The Board deems these controls necessary and in the best interests of members and of the Association. A Protocol in respect of Agents is available at the offices of the Association which stipulates the criteria and requirements with regards to Agents.

25. VANDALISM

The Association has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts: All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor. Should damage be caused to the property of an Owner within the ESTATE, the Association will provide the Owner and RESIDENT with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the Owner.

26. CONDUCT

- 26.1. No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls and/or balconies, so that they are not readily visible from any road and/or other Portion and/or Unit.
- 26.2. No unauthorised persons are allowed on any Portion where building operations are under progress. No person shall make or cause to be made any undue disturbance or noise or do anything to be done that may constitute a nuisance in the sole and unfettered discretion of the MANAGER to other RESIDENTS.
- 26.3. The use of noisy machinery and power tools in the open (i.e., outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances, save for the Developer. All building work, whether undertaken by a contractor or by the RESIDENT, must be done during the hours stipulated by the Association from time to time for BUILDING CONTRACTORS, save for the Developer. Loud music and other undue noise are not permitted.
- 26.4. To maintain the low-density residential nature of the Estate, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the Estate.

27. SYNDICATION OWNERSHIP

Syndication ownership both direct and indirect of a Portion and/or Unit is at all times limited to 6 (six) natural persons.

28. COMMERCIAL ACTIVITIES

- 28.1. Save for those commercial activities recorded by the Developer for the Estate at the time of the incorporation of the Association, the MANAGER is entitled to regulate all commercial activities on or about the Estate. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Portion and/or Unit without the prior written consent of the Association and as directed by the MOI.
- 28.2. No advertising boards or signs, including business signage of any nature, may be displayed on or about the Estate without the Association's approval.
- 28.3. No "For Sale" signs or any signage pertaining to the sale of a Portion and/or Unit may be displayed on the Estate or on a private Portion or affixed to any buildings.
- 28.4. No door-to-door canvassing and/or selling is permitted.

29. BUILDING REQUIREMENTS AND CONSTRUCTION

Should any dispute arise in connection with the ARCHITECTURAL & LANDSCAPING DESIGN GUIDELINES, including without limitation, the application and/or interpretation thereof, the CONTROLLING ARCHITECTS' decision in respect of any such dispute shall be final and binding upon the parties to the dispute, and if necessary, the CONTROLLING ARCHITECTS may, with the approval of the Association, make the necessary amendments to the above GUIDELINES where such GUIDELINES are, in the sole discretion of the CONTROLLING ARCHITECTS and the Association, lacking or vague. All Owners/Residents must ensure that they abide by the latest version, from time to time, of Builders Protocol, Environmental Management Plan, Design Code, Landscaping Philosophy, the Guide, and Security Protocol.

30. APPROVAL OF ALTERATIONS AFTER OCCUPATION

Should the HOMEOWNER wish to make alterations to his/her house and or Garden, the HOMEOWNER must adhere to the following:

- 30.1 All alterations must be shown on a plan for alterations done to IMPROVEMENTS and or LANDSCAPING for scrutiny by the Association.
- 30.2 The CONTROLLING ARCHITECT and Association will not fulfil the function of approving plans insofar as compliance with the LOCAL AUTHORITY by-laws etc., is concerned but will merely ensure that they comply with the GUIDE, MOI and these Estate Rules and where possible, identify matters of possible conflict.
- 30.3 All building plans must be submitted to the offices of the CONTROLLING ARCHITECTS. All LANDSCAPING PLANS must be handed into the offices of the Association.
- 30.4 The CONTROLLING ARCHITECTS will meet every two weeks, or as determined from time to time together with the AESTHETIC COMMITTEE to evaluate the plan submissions. Written responses will be made on all submissions to the CONTROLLING ARCHITECTS after these meetings.
- 30.5 All plans necessary for LOCAL AUTHORITY approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for Association record purposes. Approved drawings will be stamped by the CONTROLLING ARCHITECTS and made available for collection by the ARCHITECT or HOMEOWNER for submission to the LOCAL AUTHORITY. All approval fees, (i.e., Council fees and fees imposed by the Association) are for the HOMEOWNER'S account.
- 30.6 No building activity will be allowed without proof of the approved plans from the CONTROLLING ARCHITECTS and if needed the Municipality or a letter from Municipality authorizing the HOMEOWNER to start. Where alterations are made without such approved plans the Association reserves the right to insist, they must be reversed and may levy a monthly penalty of R 1,000 for every month during which such reversal has not been completed.

31. ELECTRONIC EQUIPMENT

- 31.1 The possession, ownership, operation, or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the Estate are prohibited.
- 31.2 Further, remotely controlled drones, with or without photographic equipment, are strictly prohibited.

32. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 32.1 No person shall bring or permit any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health and safety of any RESIDENT or other person or which may result in the contamination of the Estate.
- 32.2 In no way detracting from the generality of the above, Owners must use eco-friendly products when cleaning their site or Vehicles.
- 32.3 Fireworks are strictly prohibited.
- 32.4 Each dwelling must have at least two 4.5 kg DCP fire extinguisher on the premises.

33. LANDSCAPING, POOLS, JUNGLE GYMS

- 33.1 The nature, content, and design of the gardens on a Portion and or/Exclusive Use Area, including the establishment and maintenance of landscaping in these areas and all pools, must be maintained and shall be subject to the standards required by the Association. Should the standards not be adhered to, the Association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the OWNER accordingly which amount shall be deemed to be part of the levy due by the Owner.
- 33.2 No liability will be accepted by the Association for any damage, accidents or injury to any person or animal caused by any swimming pool on a Portion.
- 33.3 Jungle Gyms, swings, trampolines, dollhouses, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Portion and /or Unit or public open space. No temporary wire fencing or similar fencing may be erected, and all boundary screen elements must comply with the Aesthetic guidelines.
- 33.4 OWNERS may apply to the Association to landscape areas of the COMMON PROPERTY around a Portion and/or Unit owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the sole discretion of the Association with regard to any area or Portion and/or Unit. OWNERS will be obliged to accept that such permission will be granted in some cases and not in others.
- 33.5 No temporary structures, as defined by the National Building Regulations, may be erected.

34. LEVIES

- 34.1 Levies are payable by MEMBERS monthly in advance by bank debit order on the first day of each month into the bank account of the Association.
- 34.2 All Members are bound to pay levies as set out in Clause 32 of the MOI.
- 34.3 Levy accounts will be sent electronically, and it will be the OWNER'S responsibility to ensure all their details are correct and up to date. The Association will not take responsibility if an OWNER did not receive an account.
- 34.4 Any amount not paid on the due date shall attract interest at a rate of 3% above the prime overdraft rate charged by Standard Bank from time to time determined by the Board until payment has been received.
- 34.5 Levy amounts may not be withheld or reduced or off-set against any real or perceived non-provision

of services, or for any other reason whatsoever.

- 34.6 If the Levy amount or any other amount due by the Owner to the Association is still outstanding after the 7th of the month, the matter will be handed over to an Attorney, currently Anthony Whatmore & Company Inc., for legal action.
- 34.7 All new owners are required, at the time of purchase, in terms of 32.15 of the MOI, to pay a levy stabilisation fund contribution applicable at the time. This capital fund is separate from the annual levy operating accounts and is, in terms of the MOI, to be utilized for the purposes of meeting any extraordinary expenditure or expenditure of a capital nature.
- 34.8 New Owners are further obliged in terms of 48 of the MOI to pay the Association a once-off Levy Stabilisation Fee for the Master Management Association's Levy Stabilisation Contribution. A monthly levy is payable by all Owners which is to be paid to the Master Management Association, calculated in accordance with the provisions of the Master Management Association's Memorandum of Incorporation, which, it is recorded shall include, inter alia, the payment of a monthly contribution to the Sibaya Coastal Precinct Conservation Trust, the costs of complying with the provisions of the Environmental Management Restrictions and the administration of the Master Management Association in general.

35. OTHER DOCUMENTS

Other documents that must be read in conjunction with the Gold Coast Estate Rules are:

- The Memorandum of Incorporation of the Gold Coast Estate
- Gold Coast Architectural, Design & Landscaping Design Guidelines and Checklists (The Guide)
- The BUILDING RULES AND REGULATIONS (BRR)
- Contractor Fees
- SHOC (Site handover Certificate) Deliverables
- The Clubhouse Enrolment & Indemnity Form
- The Gym Terms & Conditions
- Squash Court Rules

Reference to plans/documentation herein these Estate Rules are available on request to the ASSOCIATION.

All persons entering the Estate agree to abide by the MOI and the Estate Rules:

Where reference is made in any of these provisions of the MOI or Estate Rules, to the word "Member" or the word "Owner", such reference is deemed to be a reference to any person who has entered the Estate for the purposes of these Estate Rules.

36. CONTACT DETAILS

- 36.1 All OWNERS and RESIDENTS are required to provide the Association with a registered e-mail address or cell phone number, and an e-mail or SMS properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch unless the contrary has been proven.
- 36.2 OWNERS and RESIDENTS are to notify the Association of changes in such address/number. OWNERS and tenants will receive a Digital Key to access the Gold Coast Community Portal. All contact details need to be updated and submitted on your Portal "My Estate Life Management System" this portal

application system may be changed by notice to Members. All messages or notices sent through the Portal will be regarded as having been received (24) twenty-four hours after dispatch unless the contrary has been proven.

37. DOMICILIUM

For the purposes of receiving any notice or process to be delivered in terms of these Estate Rules, A Member chooses as his/her/its *domicilium citandi et executandi* the address of the Portion and/or Unit at which such person owns. Documents delivered by hand to such PORTION and/or Unit will be deemed to have been received on the date of delivery thereof. Alternatively, the registered email address as provided by the Owner.

38. WARNINGS AND PENALTIES

38.1 The Association may approve fines for contravention of the Estate Rules. Warnings and Penalties are issued according to the Estate Guidelines for Penalties set out hereunder. They are to be paid into the Association's account within 30 days from the date of being issued. If an OWNER feels the FINE is unwarranted, they may appeal in writing to the Board, but the FINE must be paid in the meantime.

38.2 The Association shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behaviour and/or conduct of other RESIDENTS and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these Estate Rules or any conditions imposed by or directives given by the Association in terms of these Estate Rules, the MANAGER or SECURITY MANAGER shall be entitled (without limiting any other rights afforded to them in terms of these Estate Rules) to impose a FINE as may be approved by the Association from time to time on the person concerned.

38.3 If the person concerned is a family member, guest, tenant, or other invitees of a MEMBER, that MEMBER will be liable for payment of such FINE. Any FINE imposed on a MEMBER and/or his family members, tenant, guest, or other invitees shall be deemed to be a debt due and payable by the MEMBER concerned to the Association forthwith on demand.

39. ENFORCEMENT OF THE ESTATE RULES

39.1 For purposes of the enforcement of any of the Estate Rules, the Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Estate Rules of which a RESIDENT may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.

39.2 In the event of any MEMBER disputing the fact that he has committed a breach of any of the Estate Rules or in the event of any MEMBER appealing against a penalty, an ad hoc committee comprising of 3 (THREE) Directors, will be appointed by the CHAIRMAN for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the CHAIRMAN may direct. Proceedings will take place without legal representation.

39.3 Notwithstanding the above proceedings, the Board reserves the right to institute a civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the Association.

39.4 Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any Estate Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint

such attorneys and counsel as they may deem fit.

40. GENERAL ESTATE RULES

The Developer shall have control of the use of the CLUBHOUSE and recreational facilities and all of the Estate, and the DEVELOPER shall have the right to levy charges for the use thereof.

- a) In general, where no specific Estate Rules have applicability, the Board reserves the right for the MANAGER to make Estate Rules from time to time that he may deem necessary, subject to the approval of the Board.
- b) The Board reserves the right to amend these Estate Rules from time to time in such manner as they deem necessary.
- c) The MANAGER will publish any changes in the ESTATE RULES on the WEBSITE and on the Community Portal under Documents.

41. PHOTOGRAPHIC SHOTS ON THE ESTATE

All photographic shoots on the common property must be approved on merit. All such shoots are to be referred and motivated to the Gold Coast General Manager for consideration and approval. The general rule is that no photographic shoots for gain may be approved and all applications for shoots of the common property must be submitted in writing. No shoots may take place without prior authorisation. This does not affect any photoshoot on a member's own private property where the Association only needs to be informed to organise access. No photographic shoots are permitted unless in the interests of the Association and written permission and authorisation must first be given by the General Manager.

42. PRIVATE FUNCTIONS WITHIN THE ESTATE

No private functions may be held within the Estate or at the clubhouse or any of the Estate facilities unless prior written consent is obtained by the Developer during the Development period and thereafter the Association. The Developer or the Association as the case may be, may at its sole discretion grant such consent subject to certain rules, terms and conditions which must strictly be complied with, failing which will result in the imposition of a fine at the Association's sole discretion.

43. HELICOPTERS

Helicopters, light aircraft, and microlights may not fly lower than 300m above the Estate and may not come closer than 300m from the boundaries of the Estate. Any helicopter seeking to land at Gold Coast must receive written prior authorisation from the General Manager.

44. REMOVAL OF FURNITURE AND ALL DELIVERIES

44.1 Prior to moving in or out of the Estate, such Owner shall apply to the Association and simultaneously lodge a deposit of R1 000.00, or other such amount as the Association may stipulate, from time to time, with the Association to be used towards any consequential damage to the Common Property and any electricity cost in respect of lifts.

44.2 Such deposit shall be refunded to the Owner within a reasonable time and the Association shall deduct from such deposit the costs of repair any damages (if any) as well as a reasonable administration fee

as may be stipulated by the Association, from time to time.

44.3 The Association shall be entitled to increase the aforesaid deposit annually.

44.4 Moving in or out and delivery times: Monday to Friday, 8am to 5pm, Saturday 8am to 1pm. Moving in out or delivery of furniture and goods is not permitted on Saturday afternoon, Sundays or Public Holidays.

45. BREACH

45.1 Should any member breach any of the provisions of the MOI and/or these Estate Rules and/or the guidelines and/or provisions of the Design Code and/or any directive lawfully given by Gold Coast Management Association (RF) NPC, then the Association shall give the owner written notice to remedy such breach within a period of time which the Association, in its sole discretion, deems reasonable given the nature of the breach.

45.2 The Gold Coast Management Association (RF) NPC shall send such written notice to the member at the member's address of record as furnished by the member to the Association. If sent by prepaid registered post to such address, then it shall be deemed to have been received on the fourth day after posting and, if delivered by hand to such address, then on the date of delivery or date of dispatch if sent by email.

45.3 Should the owner fail to remedy the breach within the time stated in the said notice then the Association, at its sole discretion, shall be entitled to: -

45.3.1 Impose a fine upon a member which shall be deemed to be a debt due by the member to the Association and which shall be recoverable by the ordinary civil process as provided for in the MOI; and/or

45.3.2 Refer the matter to arbitration as provided for in the MOI; and/or

45.3.3 Proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in the MOI or in terms of these Estate Rules; and/or

45.3.4 Proceed with the carrying out of any work or the doing of anything within the Association has called upon the member to do, the cost of which shall be deemed to be a debt due by the member to the Association; and/or

45.3.5 Take such other action as may lawfully be available to the Association.

45.4 Notwithstanding the above Rules pertaining to behaviour or acts causing a nuisance within the ESTATE, which are deemed to be rectifiable instantaneously, shall be done so immediately on oral request by either the Estate Security or ASSOCIATION, who will make a record of such breach, thereafter the ASSOCIATION in their sole discretion will hold the authority to implement a fine without further notice as per the ASSOCIATION's guidelines. Such breaches may include but are not limited to loud noises, activities causing a nuisance, parking in non-designated parking, jeopardising security, having pet/s on the Estate without permission, and/or misuse of amenities.

46. DISCLAIMER OF RESPONSIBILITY

46.1 The Association and Developer shall not be liable for any injury to person and/or animal, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless

of the cause thereof nor shall the Association or Developer be responsible for any theft of property occurring on the Estate. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Association or Developer for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

- 46.2 The Association or Developer and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner of any lessee for any injury or loss or damage of any description which the owner or any such other person and/or animal aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 46.3 Owners shall accept responsibility for and indemnify the Association or Developer and its employees, servants, and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in aforesaid clauses.

47. ESTATE GUIDELINES FOR PENALTIES

OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R100	Up to R500	Up to R1 000
Non-compliance	R250	R2 000	R 5000
Blatant disregard of rules or of legitimate instructions	R1 000	R5 000	R10 000

KILOMETRES/HOUR	1 ST OFFENCE	2 ND OFFENCE & SUBSEQUENT OFFENCE:
26 – 30 km/hr	Warning	Warning
31 – 35 km/hr	Warning	R 250.00
36-40 km/h	Warning	R 500.00
41-50 km/h	Warning	R 1000.00
Above 60 km/hr	R 5 000.00	R 5 000.00

SECURITYBREACH	1 ST OFFENCE	2 ND OFFENCE	ANY SUBSEQUENT OFFENCE
	R 5 000.00	R 10 000.00	R 20 000.00

- a) In the event of an owner failing to pay a fine imposed within the period stipulated by the Association, until such time as the fine has been paid, no transfer of the owner's property will be registered.
- b) Any fine imposed upon any owner will be deemed to be a debt due by the owner to the Association, invoiced to the owner as part of the monthly levy, and will be recoverable by ordinary civil process.
- c) The Association reserves the right to amend these guidelines document from time to time.

General Gym Rules and Regulations

- Athletic shoes are required in all exercise areas, no barefoot training.
- No Skateboarding, rollerblading or cycling on the tennis courts.
- No shirtless training is permitted.
- Members are required to bring and use their own towels during training.
- Members are asked to wipe the equipment and place weights back on individual racks after use.
- The entry of gym area and use of gym equipment is not permitted by minors under the age of 14 years of age.
- Minors under 14 years of age may only be allowed in the pool under adult supervision.
- The use of the gym is reserved for Association members.
- Non-Association members or friends of homeowners are permitted to a day pass to use the gym/Health Club at a prescribed fee set by the Clubhouse which is subject to change from time to time.
- Members not adhering to the rules will be subjected to penalties and/or the suspension of using the gym and/or other facilities, as set out in the Estate Guidelines for Penalties.

Gold Coast Squash Court Rules

- No food or drinks will be allowed on the Squash Courts.
- Only non-marking shoes to be worn on the squash and tennis courts.
- Bookings to play squash is essential (bookings can be made at the gym office or on notice board).
- The use of the squash courts is limited to the playing of squash and Pilates classes.
- Proper court behaviour needs to be maintained while using the squash courts.
- Minors between 12 and 16 years of age will be allowed to use squash courts with adult supervision.
- Gym Member takes responsibility for their guests and need to inform them of the rules pertaining to the Gym and Squash Courts.
- Parents of minors take responsibility for their children's behaviour on the squash courts and/or in the Gym.
- The Estate will not be responsible for any loss, theft or damage to the personal property of a Member, their children or guests.
- No banging of the squash court doors will be tolerated.