



♦ ESTATE D'AFRIQUE ♦  
REFINED COUNTRY LIVING

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# **BEAU RIVAGE Homeowners Association (NPC)**

## **Estate Rules**

## 1. Definitions

The Village Rules should be interpreted at the hand of the following definitions unless the contents or context requires otherwise.

"Association / Master Owners Association"	The Master Owners Association represents the Homeowners Associations of Ville d'Afrique, Port d'Afrique (generally known as Port Provence) and Beau Rivage as well as Le Chateau and Les Fortresses.
"Estate/ Estate d'Afrique / Township/ Village"	These are the portions of the farm Welgegund No 491 and the subdivisions thereof which have been proclaimed Townships and that are currently known as Ville d'Afrique, Port Provence, Beau Rivage and any future developments.
"Member"	Any person who is the registered owner in terms of the Deeds Registry Act, Act 17 of 1937, of any erven on the Estate.
"Owner"	Means a registered owner, co-owner, fractional owner, shareholder of a stand(s) on the Estate, as per the title deed of the property.
"Resident"	Means any owner or tenant occupying a house or dwelling in any of the Villages on the Estate.
"Resident Employee"	Means any employee paid by a resident to perform certain tasks, including but not limited to domestic work, gardening, child-minding and nursing.
"Stand"	Means the portions of land in any of the Villages on the Estate on which residential dwellings have been erected or will be erected. This definition includes consolidated stands and notarial tied stands on which single residential dwellings have been or will be erected.
"Tenant"	Means a permanent lessee/lawful occupant of a stand(s) in the Estate.

## 2. Introduction

The villages of Ville d' Afrique, Port Provence and Beau Rivage are part of a greater development known as Estate d'Afrique. The relationship between the villages and the Master Owners Association is governed by a service level agreement and the Estate is administered by one central office.

Living on the Estate means being part of a community of people who share a secure and high-quality lifestyle. The Village Rules provide a means of protecting a secure and high-quality lifestyle through an acceptable code by which residents on the Estate may live together harmoniously. The rules are reasonable, binding on, and apply equally to all residents and should not be viewed as restrictive or punitive.

The Memorandum of Incorporation empower the Board of Directors of the Association to make, add to, amend and repeal rules governing the management, control, administration, use and enjoyment of the Estate and all the available facilities in accordance with evolving needs of owners and the Estate as a whole. Rules adopted, varied or amended by the directors in terms of the Memorandum of Incorporation of the Association shall have interim enforceability once approved by the Board, and shall have permanent enforceability upon the company ratifying the rules at the Annual General Meeting.

The enforcement of the Rules also ensures compliance by the members of the Association to the conditions of establishment of the townships or any servitude on the property. **(point 4.2.2 from MO/)**

The Village Rules are reasonable, binding on, and apply equally to all residents. The Rules should not be viewed as restrictive or punitive, but rather as a framework to safeguard and promote sensible and fair interaction.

By purchasing or renting a property in any Village on the Estate, each owner or tenant agrees to be bound by the Rules and the governance of the Board of Directors of the Association.

In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration.

The following documents are referred to in the Village Rules and must be interpreted as part of the Village Rules:

- Architectural Design Rules
- Building Rules and Regulations
- Clubhouse Rules
- Estate Agent Policy

Owners of stands are responsible for ensuring that members of their families, tenants, visitors, employees and contractors always adhere to the Village Rules. The Rules contained in this document shall replace any existing or previous versions of this document as well as any existing practices in conflict with this document.

## 3. Security

Security is a shared responsibility. Residents are encouraged to report any suspicious, unlawful occurrence or any transgression of the Village Rules to Security or to the Estate management or Estate office as soon as is possible to do so.

### 3.1 General security regulations

3.1.1 All residents, visitors, resident employees, visitors and contractors are required to adhere to all the security and access control protocols and procedures at all times.

3.1.2 All residents, resident employees, visitors and contractors should always treat security personnel in a co-operative and respectful manner.

3.1.3 No valid driver's license – NO entry.

## **3.2 Access Control**

No person other than residents may enter the Estate without authorization and security clearance.

Access to and egress from the Estate is controlled. Security is permitted to conduct random searches of any person and/or vehicle entering or exiting the Estate. Security is permitted to detain anyone on entry or exit to determine his/her identity prior to allowing them to enter or exit the Estate. Security may deny access to or remove any person from the Estate if access control rules have been breached.

Between the hours of 21h00 and 05h00 all persons exiting the Estate will have their identity confirmed by the guard on duty, Security will positively identify all persons entering and leaving the Estate between these times.

### **3.2.1 Residents**

**3.2.1.1** Residents have 24-hour access.

**3.2.1.2** Access to and egress from the Estate is by way of Bio Metric Wave Scanners. Each resident will be required to log their palm print with the Access Control System.

Residents will be issued with access units (Card / Remote) only when any one or more of the following exceptions apply to a resident: no fingerprint available, medical reasons or left-hand vehicles.

The temporary use of access units by all residents may be authorized from time to time by the Board of Directors pursuant to new Government legislation and regulations.

**3.2.1.3** Access units are issued to individual residents, subject to registration and payment of prescribed fees. Each resident is responsible for the safekeeping and proper use of his/her access units and shall not permit the use thereof by unauthorized persons. It should be noted that all exit/entry movements are recorded on the security camera system and are identifiable to individual residents. The abuse of any access control unit may result in the deactivation of such unit(s) and the issuing of an associated penalty.

**3.2.1.4** Lost or stolen access units must be reported to the Estate office as a matter of urgency. Replacement access units may be issued at a prescribed fee.

**3.2.1.5** Should a resident not be in possession of an access unit, or should the electronic system not be operational due to external factors such as electricity interruptions, security is required to request a proof of identity prior to having the resident sign in. Only after identity has been verified will security grant access to or egress from the Estate.

**3.2.1.6** New residents who have not registered their palm print or who are not in possession of an access unit must provide proof of ownership or a copy of the rental agreement to the Estate office. Only once transfer is confirmed, will access be issued to individual residents, subject to registration and payment of prescribed fees if applicable.

### **3.2.2 Visitors**

- 3.2.2.1 All visitors must report to the access control room via the visitor's access gate/lane.
- 3.2.2.2 Security will confirm access by calling the resident via the access communication system. After the resident has pressed 9 on his/her registered phone, an access/exit code slip will print at Security.
- 3.2.2.3 The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the vehicle license disk of the visitor.
- 3.2.2.4 The visitor will be requested to enter the access code printed on the slip on the keypad at the access gate to open the access boom gate.
- 3.2.2.5 The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.
- 3.2.2.6 Security may conduct random searches of all visitors, prospective buyer and delivery vehicles and any driver or service provider vehicles upon exit.
- 3.2.2.7 No visitor boats or watercraft may be brought onto the Estate or launched from the Estate jetty.
- 3.2.2.8 To ensure the safety of residents and other visitors, Security may deny access to any visitor who is visibly under the influence of alcohol or unlawful substances.

### **3.2.3 Extended Stay Visitors/ House-sitters**

- 3.2.3.1 These are visitors who will be staying over on the Estate overnight or for any period longer than one day, whether for the purposes of house-sitting or other.
- 3.2.3.2 House-sitters who will be staying over for a few days must be registered at the Estate office and the necessary security arrangements must be made by the resident.
- 3.2.3.3 The visitor/ house-sitter will be issued with a temporary access card at a prescribed fee. This access card will only be programmed for the period authorized by the resident.
- 3.2.3.4 Residents who are away for extended periods of time should advise the Estate office of the duration of their absence and the contact details of their house-sitter, family or friends who may be staying in their home or taking care of pets while they are away.

### **3.2.4 Resident Employees (Domestic workers, gardeners, au-pairs, nurses etc.)**

- 3.2.4.1 Resident employees have limited access based on times and dates indicated on the registration form, by means of the pedestrian turnstile.
- 3.2.4.2 Printed access cards are issued to resident employees, subject to registration, the submission of valid identity documents, work permits and payment of prescribed fees.
- 3.2.4.3 Access cards display the employee's picture, ID number, name, and days of work.

- 3.2.4.4 Should a resident employee work at more than one address on the Estate on various days, every individual resident must register the employee for those days. Only one card will be printed and programmed for all applicable days.
- 3.2.4.5 All resident employees are required to enter and exit the Estate by means of tagging their access card through the turnstile gate, regardless of whether they are walking or being transported by their employer.
- 3.2.4.6 If the turnstile gate is out of order, Security will verify each employee's identity by requesting the employee to produce his/her identity document. After identity has been confirmed by Security, the resident employee will be required to sign in.
- 3.2.4.7 Visitors to employees of residents will only be allowed access if the resident has authorized such visitors. These visitors will have to be escorted in and out of the Estate by the resident employee. Visitors to resident employees are not permitted to remain on the Estate overnight, unless authorized by the resident.
- 3.2.4.8 Due to security considerations, no resident employee will be allowed to authorize access via the access communication system to any residence on the Estate.
- 3.2.4.9 All resident employee vehicles must be registered with Security.
- 3.2.4.10 Resident employees who make use of their own transport will be registered on a double-tag access system.
- 3.2.4.11 The resident employee will be required to stop at the entrance or exit gate. After security has completed a vehicle search, the security officer will request the employee to tag his/her card at the gate, after which Security will complete the double-tag, authorizing access or egress for the resident employee.

### **3.2.5 Live-in resident employees**

- 3.2.5.1 Residents who employ live-in employees are required to register such employees as per the prescribed registration procedures.
- 3.2.5.2 Only one live-in worker of any kind may be accommodated on any resident's premises.
- 3.2.5.3 Live-in employees are required to enter and exit the Estate by means of tagging their access card through the turnstile gate when entering or exiting the Estate.
- 3.2.5.4 Live-in employees with their own transport will be registered on a double-tag access system.
- 3.2.5.5 The resident employee will be required to stop at the entrance or exit gate. After Security has completed a vehicle search, the security officer will request the employee to tag his/her card at the gate, after which Security will complete the double-tag, authorizing access or egress for the resident employee.
- 3.2.5.6 Live-in employees are required to produce their access cards or identification documentation when requested by Security at any time.

### **3.2.6 Ad-hoc/Casual employees**

- 3.2.6.1 If use is being made of ad-hoc/casual employees, it is the responsibility of the resident who is making use of such services to ensure that all access protocols are followed.

**3.2.6.2** Ad-hoc/casual employees employed by residents are required to submit a valid identity document or passport with valid work permit to the security office, who will issue a day-pass to the employee.

**3.2.6.3** Ad-hoc/casual employees must be supervised by the resident whilst on the Estate.

### **3.2.7 Service Providers and Contractors**

Service providers and contractors are defined as any person or company appointed to construct buildings, do alterations to houses or property, landscapers, garden maintenance, and installations or repairs of any kind related to property and equipment. This procedure also applies to temporary labor employed to do "odd jobs", or any other person/s who will do work of any kind on the Estate.

The service provider or contractor shall always comply with all the Association's Building Regulations, Village Rules, environmental laws and other applicable statutes and regulations.

#### **3.2.7.1 Service Providers**

**3.2.7.1.1** Security will confirm access by calling the resident via the access communication system. After the resident has pressed 9 on his/her registered phone, an access/exit code slip will print at Security.

**3.2.7.1.2** The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the vehicle license disk of the service provider.

**3.2.7.1.3** The service provider will be requested to enter the access code printed on the slip on the keypad at the access gate to open the access boom gate.

**3.2.7.1.4** The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.

**3.2.7.2** Security may conduct random searches of all visitors, prospective buyer and delivery vehicles and any driver or service provider vehicles upon exit.

#### **3.2.7.3 Contractors and sub-contractors**

**3.2.7.3.1** Contractors, sub-contractors and their employees shall only enter the Estate after 06h30 and are required to be off-site by 17h30 from Monday to Friday.

**3.2.7.3.2** All contractors and sub-contractors are required to enter and exit the Estate by means of tagging their access card through the turnstile gate.

**3.2.7.3.3** If the turnstile gate is out of order, Security will verify each worker's identity and all contractors, sub-contractors and their employees will be required to sign in.

**3.2.7.3.4** All contractor and sub-contractor vehicles must be registered on the double-tag system with security.

**3.2.7.3.5** The contractor/sub-contractor will be required to stop at the entrance or exit gate. After Security has completed a vehicle search, the security officer will request the contractor/sub-contractor to tag his/her card at the gate, after which Security will complete the double-tag, authorizing access or egress.

- 3.2.7.3.6 All contractor drivers will be required to stop at the entrance or exit gate. Passengers must enter and exit through the turnstile gate by means of a programmed access card.
- 3.2.7.3.7 Construction, renovation and any other activities involving contractors or sub-contractors scheduled for Saturdays will strictly be by stand specific motivations and must be applied for in writing to the Estate Manager by no later than the close of business on the Thursday preceding the Saturday on which these activities are to take place.
- 3.2.7.3.8 Contractors and sub-contractors will only be allowed access on a Saturday after written consent has been obtained from the Estate Manager, subject to no earth works, heavy plant equipment, no power tools, and no noise being generated from the site. In certain built-up areas on the Estate consent to work on a Saturday will not be considered.
- 3.2.7.3.9 Should consent for contractors to work on Saturdays be granted, contractors, sub-contractors and their employees will only be allowed access as per the Estate's access control procedures from 08h00 and must vacate the premises by no later than 13h00.
- 3.2.7.3.10 No construction or building work will be permitted on any Sunday, Public Holiday, or during the December period as determined by the Association.

### **3.2.8 Classification of contractors and sub-contractors**

- 3.2.8.1 Class A Casual / Temporary contractors or workers who require one to three days access to the Estate.
- 3.2.8.2 Casual / Temporary Contractors or Workers who require 1 to 3 days of access to the Estate will need to produce their original ID document or original valid passport daily.
- 3.2.8.3 The Principal Contractor or Owner will need to generate access codes for the Casual / Temporary Contractors or Workers.
- 3.2.8.4 A day-pass slip is only valid for the date on which it is issued by Security.
- 3.2.8.5 Security will in all events try to contact the owner or principal contractor before turning workers with no identification away at the gate.
- 3.2.8.6 Class B Full-time contractors who require access to the Estate for more than three (3) days:
- 3.2.8.7 Contractors to complete a contractor registration form for each worker or representative.  
Registration forms can be collected from the entrance gatehouse or from the admin office.
- 3.2.8.8 Contractors must then book an appointment with the EDA Security Manager via e-mail. The security manager will verify all registration forms and identity documents.  
At least 24-hour notice is to be given to the security office for registering contractors.
- 3.2.8.9 The contractors must supply Security with an original RSA Identity Document or a valid Foreign Passport. No copies will be accepted.



- 3.2.8.10 The Estate reserves the right to share the registration information of any individual with a security company or the SAPS for vetting purposes.-

### **3.2.9 General Contractor Rules**

Refer to Clause 28 of the EDA Building Regulations for General Contractor Rules and Conduct.

### **3.2.10 Estate Agents**

Members who wish to make use of the services of estate agents must familiarize themselves with the estate agent policy.

- 3.2.10.1 Estate d'Afrique will not discriminate against estate agencies or agents as service providers and promotes fair competition.
- 3.2.10.2 Estate agents who are not registered are required to obtain access to the Estate directly from the resident/stand owner whose property they are marketing.
- 3.2.10.3 Access control cards are issued to individual agents, subject to registration and payment of prescribed fees.
- 3.2.10.4 Estate Agents are required to complete the Estate Agent Register every time they enter the Estate.
- 3.2.10.5 All estate agent vehicles must be registered with Security on the double-tag system.
- 3.2.10.6 The estate agent will be required to stop at the entrance or exit gate. After Security has completed a vehicle search, the security officer will request the contractor/sub-contractor to tag his/her card at the gate, after which Security will complete the double-tag, authorizing access or egress.
- 3.2.10.7 Estate agents are required to escort prospective buyers from and back to the main gate. Prospective buyers are not permitted to roam the Estate unaccompanied.
- 3.2.10.8 Visitor access procedures (license and vehicle disk scanning will apply to all prospective buyers/estate agent clients.
- 3.2.10.9 Estate agents are required to inform the Estate office in writing of the details of all show properties at least three (3) days before the show date.
- 3.2.10.10 Only registered estate agents will be permitted to host show days on the Estate.

### **3.2.11 Taxi's/ Shuttles**

- 3.2.11.1 A taxi or shuttle may only enter the Estate if the resident concerned has made prior arrangements with Security.
- 3.2.11.2 Visitor access procedures (license and vehicle disk scanning) will apply to all taxis and shuttles entering or exiting the Estate.
- 3.2.11.3 Visitor security procedures will apply to all passengers in the taxi or shuttle.
- 3.2.11.4 The resident who allows access by means of access communication system is responsible for occupants of taxi/shuttle whilst on the estate.

### **3.2.12 Deliveries**

- 3.2.12.1 Residents must inform Security of any expected deliveries.

- 3.2.12.2 Security will confirm access by calling the resident via the access communication system. After the resident has pressed 9 on his/her registered phone, an access/exit code slip will print at Security.
- 3.2.12.3 The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the license disk of the delivery vehicle.
- 3.2.12.4 The delivery driver will be requested to enter the access code printed on the slip on the keypad at the access gate in order to open the access boom gate.
- 3.2.12.5 The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.
- 3.2.12.6 Security will conduct random searches of all visitors' prospective buyers, delivery vehicles, any driver or service provider vehicles upon exit.
- 3.2.12.7 Deliveries over weekends remain the sole responsibility of the resident who authorizes the delivery.
- 3.2.12.8 The driver of the delivery vehicle must have an identifiable delivery note clearly indicating the address and name of the person the delivery is for.
- 3.2.12.9 Delivery of building material is only permitted between 07h00 and 16h00 Monday to Friday. No deliveries of building materials will be allowed after hours, over weekends or on public holidays.

### **3.2.13 Messengers of Court, Sheriff of the Court and Police Officers**

- 3.2.13.1 Messengers of the Court. Sheriffs and Police Officers are performing the judicial execution of law processes and as such are authorized by legislation. Due to the nature of the functions performed by these officers of the law, the normal access security protocol will not be applicable to these officers of the law. In instances of these officers of the law a normal identification process will be followed but access authorization will not be dependent on any intervention from or authorization by the resident.
- 3.2.13.2 All messengers of the Court. Sheriffs and uniformed police officers are required to identify themselves and provide proof of their official capacity prior to signing in upon requesting access to the Estate.
- 3.2.13.3 The security site manager or Estate Manager will ensure that valid court orders, warrants and the like are produced before access is granted.
- 3.2.13.4 Security will award access to messengers of the Court. Sheriffs and Uniformed Police Officials by calling the Estate Manager via the access communication system.  
  
After the Estate Manager has pressed "9" on his phone an access/exit code slip will print at Security.
- 3.2.13.5 The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the license disk of the vehicle of the officers of the Law.
- 3.2.13.6 The driver will be requested to enter the access code printed on the slip on the keypad at the access gate to open the access boom gate.
- 3.2.13.7 The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.
- 3.2.13.8 Security will record all vehicle registration details for all officers of the Law.

- 3.2.13.9 In the case of the Sheriff serving a notice at an empty stand, Security will contact the Estate Manager.

### **3.3 Vacant houses and alarms**

- 3.3.1 It is advisable to report vacant or unoccupied houses to Estate's office.
- 3.3.2 Contact numbers and key holder information must be supplied to the Estate office and Security in case of an emergency. Please note that the Estate office does not accept house keys from or issue house keys to any person.
- 3.3.3 It is recommended that properly interfaced alarm systems are installed in individual homes. These alarm systems must be connected to Security at the main gate.
- 3.3.4 No company other than the appointed security service provider will be permitted to perform armed response functions within the Estate. Residents are encouraged to contact the security service provider regarding private alarm monitoring agreements.
- 3.3.5 Residents should ensure that alarms are armed, and all windows and doors are secured prior to leaving their homes.

### **3.4 Asset Removal by residents or third parties**

#### **3.4.1 Asset removal by resident**

- 3.4.1.1 Should a resident wish to remove any of his/her assets from the Estate, Security will verify the identity of the resident by confirming the resident's identity or passport number and address.
- 3.4.1.2 The resident is required to complete the Asset Removal Register, located at the security office at the main gate. The resident will be issued with a copy of the asset release form.
- 3.4.1.3 All watercraft, golf carts and trailers must display Estate-issued identification slickers

#### **3.4.2 Asset removal by a third party**

- 3.4.2.1 Should a resident wish to have any assets such as boats, jet-ski's, vehicles or the like, removed from the Estate by a third party, the resident is required to provide the Estate office with written confirmation and authorization of such removal at least 24 hours before the scheduled asset removal is to take place, especially if the removal is scheduled over a weekend.
- 3.4.2.2 The Estate office will instruct Security in terms of any asset removal by a third party.
- 3.4.2.3 Security will verify proof of identity of any person removing an asset from the Estate.
- 3.4.2.4 Security will confirm access by calling the resident via the access communication system. After the resident has pressed 9 on his/her registered phone, an access/exit code slip will print at Security.
- 3.4.2.5 The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the license disk of the vehicle removing the asset.
- 3.4.2.6 The driver will be requested to enter the access code printed on the slip on the

keypad at the access gate to open the access boom gate.

- 3.4.2.7 The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.

### **3.4.3 Removal of goods by resident employees or ad hoc employees**

Should a resident employee or ad hoc employee wish to remove items other than personal belongings from the Estate, such employee must provide Security with written authorization from the resident who donated or sold these goods to the employee.

### **3.4.4 Removal of household goods and furniture when moving house**

- 3.4.4.1 Since most house moves are scheduled for weekends, it is imperative that the removal of household goods and furniture is confirmed in writing to the Estate office at least 7 days prior to the move. This allows for the office to authorize access for the removal vehicles with Security.
- 3.4.4.2 Residents who are moving house should inform neighbors of possible disruptions to parking and road maneuvering space when removal trucks are being loaded and off-loaded.
- 3.4.4.3 Due to the layout of the Estate resulting in limited turning spaces and tight bends in some areas of the Villages, no abnormal or articulated vehicles will be permitted to enter the Estate without the express written permission of the Estate Manager.
- 3.4.4.4 A maximum axel load of 8 tons and vehicle width of no more than 2.8 meters is permitted on Estate roads.
- 3.4.4.5 Should the removal truck size exceed the permitted limit, the resident moving in or out must make use of smaller shuttles to transport household goods and furniture in and out of the Estate.
- 3.4.4.6 The following information is required:
- A) The name and address of the resident who is moving.
  - B) The date for which the move is scheduled.
  - C) The time scheduled for the removal truck to arrive at main gate.
  - D) The name of the removal company and size of removal vehicle.
  - E) The number of vehicles which require access.
- 3.4.4.7 Security will confirm access by calling the resident via the access communication system. After the resident has pressed 9 on his/her registered phone, an access/exit code slip will print at Security.
- 3.4.4.8 The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the license disk of the vehicle removing the asset.
- 3.4.4.9 The driver will be requested to enter the access code printed on the slip on the keypad at the access gate to open the access boom gate.
- 3.4.4.10 The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.
- 3.4.4.11 The resident will be required to sign an asset release form for the removal of household goods and furniture. Additional asset release forms will have to be completed for any watercraft or additional vehicles, quad bikes and the like.

3.4.4.12 No removal truck/vehicle will be allowed access to the Estate if the Estate office had not been notified of the details of the move/asset removal.

#### 4 Use of the Roads, Moorings and Common Areas

- 4.1 All facilities, the clubhouse, common - and recreational areas on the Estate are for the exclusive use of residents and their guests.
- 4.2 The Association reserves the right to limit the number of guests to any stand or facility.
- 4.3 The use of any common area, including, but not limited to the roads, parking, moorings, walkways, parks, and clubhouse facilities are entirely at own risk.
- 4.4 The operating or driving of any type of vehicle on the Estate whilst under the visible influence of alcohol or unlawful substances, which may impede the ability to control such vehicle, is prohibited.
- 4.5 The Association reserves the right to stop any person suspected of being under the influence of alcohol or unlawful substances whilst driving a vehicle and prevent such person from driving whilst in a compromised condition. The principle of reasonable belief shall apply. This means a belief based on objective facts sufficient to lead a prudent person to conclude that a driver is unable to safely navigate a vehicle due to drug or alcohol impairment.
- 4.6 The speed limit is restricted to 40 km/h on the Boulevard. The Boulevard runs from the access booms up to the Ville and Port split. The speed limit is restricted to 30 km/h elsewhere on the Estate. Anyone found to be non-compliant with this Rule will be subject to the imposition of penalties being implemented as per clause 4.6.2 hereunder.
- 4.6.1 A fine will be imposed for any member, member's guest or member's contractors, for breaking the speed limit restrictions as per the tables below. The member will be liable to pay any speed fine so imposed, regardless of whether they committed the breach themselves or whether it was committed by a guest or contractor of the member.
- 4.6.2 A fixed fine of R5 000.00 for reckless and negligent driving will be imposed. Anyone caught driving 66 km/h or more inside the Estate will be presumed guilty of this offence. Also, and in addition, anyone found driving in any manner that the Directors deem to be reckless and / or negligent will also be liable for the same fine. The member will be liable to pay any fine so imposed, regardless of whether they committed the breach themselves or whether it was committed by a guest or contractor of the member.
- 4.6.3 A fixed fine of R1 000.00 will be imposed for anyone who is proven guilty of abusive behavior towards an appointed Road Safety Officer (RSF)

##### Schedule of penalties / fines in breach of Village Rule 4.6.1 and 4.6.2

<b>30 Km/h Zone</b>		
36 to 39 Km/h	R500 00	Fixed amount for exceeding the limit
40 to 65 km/h	R1 000.00	Fixed Amount for Speeding
66 km/h and more is considered reckless and negligent driving.	R5 000,00	Fixed amount for reckless and negligent driving.
<b>40 Km/h Zone</b>		
41 to 45 Km/h	No Fine	
46 to 65 km/h Fixed Amount for Speeding	R1 000,00	Fixed Amount for Speeding
66 km/h and more is considered reckless and negligent driving.	R5 000,00	Fixed amount for reckless and negligent driving.

- 4.7 Operating any vehicle in contravention of the National Road Traffic Act, within the confines of the Estate, is strictly prohibited.
- 4.8 Children, joggers, hikers, pedestrians, wildlife and other road users all have access to the Estate roads and drivers of any motor vehicle need to be extremely cautious when driving anywhere on the Estate.
- 4.9 Parents are responsible for ensuring that their children do not play in the roads.
- 4.10 Parking and driving on sidewalks are not allowed in the Estate.
- 4.11 Parking and mooring facilities are for the exclusive use of Estate d' Afrique residents.
- 4.12 Boats, trailers, and caravans must be parked in the numbered open parking spaces next to the boathouses or in a boathouse and not in front of houses or on vacant stands.
- 4.13 Overnight visitors must park in the spaces provided in front of the individual homes. Parking in front of any neighbor's property is not permitted.
- 4.14 All boats, other watercraft, caravans, trailers, golf carts, motor vehicles and motorbikes within the Estate must be registered with the Estate office.
- 4.15 The use of motorcycles or other motorized vehicles (such as scooters and the like) is permitted only on Estate roads and designated areas.
- 4.16 Camping is not permitted anywhere within the Estate.
- 4.17 No helicopter or other aerial conveyance may land at any place on the Estate without prior written consent of Estate Management. This rule shall not apply to emergency services or rescue operations.
- 4.18 Except for Master Owners Association managed and contracted security surveillance and monitoring purposes, is the operating or use of any kind of remotely piloted aircraft, also known as a "drone" or any system(s) related to the operating or use thereof on the Estate common property or any residential stand by any member or person on behalf of the member, prohibited unless the prior written consent is obtained of the Estate Management. This rule shall also apply to any kind of toy aircraft or unmanned free balloon.
- 4.18.1 **The Estate Management may approve the operating or use of drones in the following circumstances:**
  - 4.18.1.1 The use of drones will be operated in accordance with SACAA and RPAS rules.
  - 4.18.1.2 The drone pilot is licensed, as required by legislation, to operate the drone.
  - 4.18.1.3 The drones are operated and used for and on behalf of Land Surveyors in the execution of their project mandate or Estate Agents in the execution of their sales mandate to obtain marketing material.
  - 4.18.1.4 The drone will be allowed to fly over only the specific stand as approved by the relevant owner and in the presence of the Estate Management.
  - 4.18.1.5 Any telegraphic footage obtained during the fly over requires the approval of the Estate Management prior to dissemination thereof.

## **5 Quad Bikes**

### **5.1 Use of Quad Bikes, off-road vehicles and other**

- 5.1.1 No quad bikes are permitted to be driven on the Estate other than those used by Security, Estate Management, or maintenance staff.
- 5.1.2 All drivers of off-road motorcycles must be in possession of a valid license. Such motorcycles may only be used on recognized roads and only in a quiet manner. Under no circumstances may they leave recognized roads or be used off-road on the Estate. All these vehicles must be roadworthy and registered with the traffic authorities. Motorcycle riders must wear helmets when driving on the Estate roads.
- 5.1.3 For asset release purposes, all quad bikes, off road motorcycles and the like must be registered on the standard registration form.
- 5.1.4 Quad bikes entering or leaving the Estate must be on a trailer, displaying an Estate - issued identification sticker.

### **5.2 Golf Carts**

- 5.2.1 Residents who wish to make use of golf carts within the Estate are required to register their golf carts at the Estate office.
- 5.2.2 Use of private golf carts on the Estate roads are entirely at the risk of the owner of the golf cart.
- 5.2.3 Registered golf carts will display an Estate-issued identification sticker.
- 5.2.4 Golf carts may only be driven by people holding a valid driver's license.
- 5.2.5 It is recommended that residents who wish to make use of Golf carts within the Estate ensure that they have adequate public liability and accident insurance.
- 5.2.6 Normal asset release procedures will apply for the removal of a golf cart from the Estate on a trailer.

### **5.3 Watercraft**

- 5.3.1 Residents making use of any water facility are required to comply with all requirements as promulgated by the South African Maritime Safety Authority (SAMSA) and by the Department of Water Affairs (DWA). These requirements can be viewed on the Estate's website, [www.estatedafrique.com](http://www.estatedafrique.com).
- 5.3.2 Residents who wish to launch watercraft are required to log a launch request with Security and complete the launch register located at the lighthouse every time watercraft is launched and retrieved.
- 5.3.3 Copies of the skipper's Certificates of Competence (CoC) and valid watercraft Certificate of Fitness (CoF) must be provided to Security before any watercraft may be launched.
- 5.3.4 All watercrafts must display an identification sticker issued by the Estate office.
- 5.3.5 All watercraft launched from jetties or slipways must be registered with the relevant authority and may only be piloted by a licensed skipper.
- 5.3.6 The entire waterfront is a no-wake zone which only ends at the entrance to the Dam under the railway bridge.

- 5.3.7 Jetty moorings are of a temporary nature and, unless by special arrangement, are not available for overnight use. The Association will not be liable for any loss or damage whatsoever arising from boaters mooring their craft at public jetties.
- 5.3.8 To allow for other users to maneuver when launching and recovering boats, boat trailers may not be parked in the turning circle at the launch point.  
The upper parking area is available for vehicles and the area above the boat houses may be used to park trailers.
- 5.3.9 Boathouses may only be sold to registered owners of a stand within the Estate.
- 5.3.10 Boathouses may be rented to tenants, provided that the boathouse lease period does not exceed the lease period for the dwelling.

## **6 Upkeep and Maintenance of private residences, grassed verges and boundary walls**

The planning concept for the Estate is to be aesthetically pleasing and open. To maintain the Provençal character of the Estate in respect of any land, boathouse, structure or dwelling, all residents have a responsibility to:

- 6.1 Maintain the grassed verges between the road curb and their property boundary to the satisfaction of the Association, including any trees and shrubbery.
- 6.2 Maintain the garden areas and driveways of any house, to the satisfaction of the Association, which should be kept clean and uncluttered.
- 6.3 Maintain the exterior of the dwelling, including but not limited to painting and re-painting of the dwelling and boundary walls to the satisfaction of the Association.
  - 6.3.1 External plastered walls are to be painted natural earthy colors and shades sympathetic to the color of natural stone and the environment to the approval of the Aesthetics Committee.
  - 6.3.2 A 2m x 2m sample panel of each color must be presented and approved by the Aesthetics Committee on Site, before any work is put in hand.
  - 6.3.3 An A4 size brush-out of the approved colors must be provided to the Committee to be retained on file for future reference.
  - 6.3.4 When re-painting of external walls is required, whether for re-decoration or for normal maintenance purposes, written approval should be obtained from the Aesthetics Committee, as described above.
  - 6.3.5 Management has the power and authority to stop all paint work on any dwelling if painting has commenced without approval by the Aesthetics Committee.
  - 6.3.6 Painted walls should be treated with an approved paint technique to create a distressed and aged look.
  - 6.3.7 White walls will not be permitted.
  - 6.3.8 If two-toned colors are envisaged, different colors must be appropriately indicated on drawings presented for approval. Different colors should be applied to entire building elements.
- 6.4 No trees, plants or sidewalk lawn may be removed without the permission of the Association. No person may cut down, fell, mark, injure, remove or destroy a tree or any other plant or part thereof,



whether living or dead in any common area on the Estate.

- 6.5 Planting of shrubs and trees should not obscure visibility of motorists.
- 6.6 Gardens abutting onto the wildlife wilderness area must be kept neat and tidy to the satisfaction of the Association, failing which the Association shall have the right to maintain the garden at the cost of the owner concerned.
- 6.7 Building rubble may not be dumped anywhere, especially not on the sidewalks under any circumstances.
- 6.8 The Estate Manager will conduct regular inspections of the exterior of dwellings, gardens and surrounds (including, but not limited to pavements and sidewalks) on the Estate and where the condition of a dwelling, garden or immediate surrounds does not meet the required standards, the Association will give written notice to the owner to carry out the necessary improvements or maintenance within a specified timeframe. Failure to comply will result in a penalty and/ or the Association taking such steps as may be necessary to rectify such unsightly or injurious condition and to recover the costs of so doing from the member concerned, which costs shall be deemed to be a debt owing by such member to the Association.

## **7 Good Neighbourliness and General Conduct**

- 7.1 In order to preserve and enhance the lifestyle within Estate d'Afrique, all residents must conduct themselves in a considerate, reasonable and civilized manner, and shall avoid causing inconvenience or annoyance to other residents.
- 7.2 The volume of music, radios, television sets, electronic instruments or electrical appliances, partying and the activities of domestic help should be kept at a level not disturbing to the surrounding residents.
- 7.3 The noise must cease at 22:00 Sundays to Thursdays. On Fridays and Saturdays this time limit will be extended to 24:00 with due consideration to all.
- 7.4 Residents who wish to lodge a complaint of noise disturbance causing a nuisance of whatever nature should do so addressing the matter with the person(s) causing the disturbance where possible.
  - 7.4.1 If the disturbance cannot be resolved amongst residents themselves, a complaint must be lodged by contacting Security.
  - 7.4.2 Upon receipt of a complaint of disturbance, The Security Manager, Supervisor or Reaction Officer will respond to the address where the noise disturbance originates or has originated from and request the resident(s) concerned to comply with any verbal demand by the Security Manager, Supervisor or Reaction Officer to cease any conduct causing the noise disturbance or interact with whatever is the cause of the noise disturbance to cease or reduce the noise. The incident and request to cease will be recorded in the Security Occurrence Book.
  - 7.4.3 Should the resident(s) responsible for causing the noise disturbance be unwilling to co-operate and the noise disturbance continues, security will attend to the address causing the noise disturbance for a second time and issue and serve a written warning to the resident concerned. It is not necessary for the resident(s) concerned to sign for the written demand. The written demand will be recorded in a duplicate warning book.
  - 7.4.4 If the resident(s) responsible for causing the noise disturbance fails to cooperate again or, alternatively, fails to take appropriate steps and the noise disturbance continues, Security will attend to the residence for a third time and issue a penalty to the resident responsible for the noise disturbance. This third attendance will be recorded in a penalty book and reported to the Estate Manager and the penalty will be debited to the member's monthly levy statement.

- 7.4.5 Residents are requested to report in writing incidents of noise disturbance (especially over weekends and holidays) to the Estate office, detailing the nature of the noise disturbance, the address, the time(s) as well as how and when the disturbance was reported to Security.
- 7.5 Neighbors and Security must be notified of parties or large social gatherings and that all residents conform to moderate restraints when hosting or attending social events.
- 7.6 Due to the possible disruptions to security and limited parking space in the Villages, residents are encouraged to make use of the clubhouse facilities for the hosting of large functions. Clubhouse facilities may be rented at a prescribed fee. The board of directors reserves the right to limit any number of guests to any residence or the clubhouse.
- 7.7 The mechanical maintenance and use of power tools, lawnmowers and the like should only be used at responsible hours and in such a manner as not to cause disturbance to neighbors. The cutting of grass is not allowed on Sundays.
- 7.8 The use of car hooters within the estate is not permitted, except in an emergency.
- 7.9 No garments, household linen or general laundry of any nature may be hung or placed anywhere to dry, except in a screened drying yard or other designated area. Laundry may not be visible from the road or the waterfront and must be reasonably screened from the direct view of neighbors.
- 7.10 No business activity, hobby or other activity that will cause disturbance or aggravation to other residents may be conducted in the Villages or on common property.
- 7.11 The use of any dwelling for conducting business must comply with all relevant town planning regulations/constraints, as well as all applicable municipal by-laws.
- 7.12 The use of fireworks and firecrackers anywhere on the Estate is strictly prohibited and non-compliance will result in a penalty.
- 7.13 It is recommended that every household have a multi-purpose dry chemical powder fire extinguisher strategically placed in rooms such as the kitchen or a garage.
- 7.14 No firearms may be displayed or carried in public on the Estate at any time, except for security staff and Estate officials. The discharging of a firearm on the Estate shall be treated as a criminal offence and will be reported to the South African Police Services.

## **8 Pets and other animals**

- 8.1 Madibeng Municipal by-laws relating, but not limited to licensing, inoculation and vaccination of pets are applicable to all pet owners on the Estate.
- 8.2 No more than a total of two pets (dogs and/or cats) are permitted per household, i.e. two dogs or two cats, or one of each. The directors may grant temporary relief in respect of this rule based on circumstances and a written motivation submitted to the Estate Office. Such temporary relief shall be solely at the discretion of the directors of the Association, with the understanding that deceased pets will not be replaced more than the prescribed number as in 8.1 of the Village Rules.
- 8.3 All Pets must be registered on the resident registration form and details of each pet must be transmitted to the Estate office electronically, for inclusion in the pet register.
- 8.4 The Association reserves the right to remove and ban any animal which it deems as posing a danger to people or other animals.

- 8.5 No breeding of any animals, birds or reptiles will be allowed on the Estate.
- 8.6 The owner of any pet found to have been responsible for injuring or threatening any humans or wildlife on the Estate will be held liable for all costs and claims arising therefrom. The owner of said pet will be obliged to remove such pet from the Estate immediately and at his/her own cost.
- 8.7 All dogs and cats must always wear a collar with a name tag indicating the owner's name, stand number and telephone number.
- 8.8 Cats are required to wear a bell on their collar.
- 8.9 Except for those instances under rules 9 and 10, no poultry, pigeons, aviaries, wild animals or livestock may be brought onto or kept on the Estate.
- 8.10 Dogs must be leashed or wear a muzzle and under proper control while in any common area. No pets will be allowed on the streets or common areas unattended. Animals without tags will be deemed as strays and will be removed from the Estate.
- 8.11 The removal of any excrement deposited by any pet in any common area shall be the immediate and sole responsibility of the owner of that pet.
- 8.12 Animal excrement must be removed from residential stands as required by good animal husbandry and to control odor and prevent possible health hazards.
- 8.13 All residents shall ensure that their pets are not the cause of disturbance to their neighbors or any other person on the Estate. This means that animal behavior or conduct may not be injurious, inconvenient and/or obnoxious to the community or to other residents.
- 8.14 The barking of dogs is a particular problem in residential estates, and dog owners should pay particular attention to this.
- 8.15 Pets may not be left unattended for a period exceeding 24 hours.  
Suitable arrangements must be made, or pets must be placed in a kennel for the duration of the owner's absence from home.
- 8.16 Owners of pets must ensure that no fauna is chased, trapped or harmed in any manner by any pet.
  - 8.16.1 The Association reserves the right to withdraw permission to keep any pets on the Estate.

## **9 ESTATE D'AFRIQUE ANIMAL INTRODUCTION POLICY**

- 9.1 The introduction of any bird, reptile (including snakes), animal or animals (including ruminants and all cloven-hoofed species) of any kind or specie whether domesticated or wild (hereinafter collectively referred to as "animal") to Estate D'Afrique will only be considered by the Association provided the following procedure and requirements are met:
  - 9.1.1 A written application is to be made to Estate D'Afrique Management at least 2 (two) weeks before the planned introduction of any animal to Estate D'Afrique.
- 9.2 The written application must be accompanied by a veterinary certificate certifying the condition, health- and vaccination of the animal.
- 9.3 The veterinary certificate must have been signed by a registered veterinarian not longer than 30 days of the written application as set out in paragraph 9.1.1.
- 9.4 All relevant vaccinations must be up to date and the animal must be microchipped in the case of domestic pet or have permanent legal identification in line with movement and transport legislation for cloven-hoofed animals.

- 9.5 The district of origin of any animal must be clearly stated on the written application.
- 9.6 All animals must be free of external parasites and in the case of small ruminants, the veterinary certificate must indicate when the compulsory sheep scab treatment was carried out and that it is currently valid.
- 9.7 A vendor declaration must accompany the written application stating the disease status of the farm of origin and certify the status with regards to Peste des petits ruminants (PPR) , Foot and Mouth Disease, Anthrax, Brucellosis, Tuberculosis, Jaagsiekte, Ovine Johne's disease, Phoropters Ovis (Sheep Scab), Corynebacterium pseudotuberculosis (caseous lymphadenitis) and rabies. It is a formal requirement that any cloven-hoofed animal entering Estate D'Afrique must come from a district / farm free of any of these diseases.
- 9.8 Where it is not possible for all aspects mentioned in paragraphs 02 to 07 to be fully completed, the animal/ animals will have to complete a quarantine period of one month in an acceptable facility within the Madibeng district during which time, all processing (vaccinations, identification, deworming, ectoparasite treatments and veterinary observations) will be done and certified. The costs and disbursements associated with this quarantine and certification will be borne by the applicant.
- 9.9 The purpose for the introducing of the animal/ animals must be clearly stated in the written application as well as where the animal / animals will be housed so as not be a threat or nuisance to neighbors or other existing animal species on the estate.
- 9.10 The housing / holding facility of the animal/animals must conform to national legislation, municipal by-laws and welfare codes / requirements and will be inspected before the application is approved.
- 9.11 Should the written application be approved, the animal or animals must be transported with the necessary documentation and permits and in a manner to conform to national legislation, any municipal by-laws of Madibeng applicable and any welfare codes / requirements.
- 9.12 Where these requirements in respect of the introduction of an animal or animals are not followed, or where the introduction of these animals do not meet the rules pertaining to private ownership and housing of animals on the Estate D'Afrique, the vehicle containing or transporting the animal or animals will not be allowed to enter Estate D'Afrique. If there is no compliance with the movement and transport legislation or any welfare codes in respect of an animal, the vehicle containing the animal will not be allowed to enter Estate D'Afrique and the relevant authorities will be informed.

## **10 RITUAL OR CULTURAL SLAUGHTERING OF ANIMALS**

- 10.1 In accordance with certain religious or cultural beliefs, ritual slaughter may occasionally be required in writing from Estate D'Afrique.
- 10.2 The slaughtering of animals will only be permitted once approved in writing by Master Owners Association Directors.
- 10.3 Estate D'Afrique is entitled to grant such written permission on certain conditions as the Board or Management of Estate D'Afrique in their sole discretion may determine.
- 10.4 A written request to slaughter an animal on the Estate must be handed to Management of Estate D'Afrique addressed to the Estate Manager at least 5 (Five) days prior to the ritual.
- 10.5 **A written request must contain the following information:**
  - 10.5.1 Stand number and name of Tenant / Owner; and

- 10.5.2 Type of animal and number to be slaughtered; and
- 10.5.3 Date and time of proposed slaughter; and
- 10.5.4 The period during which slaughter will take place. A maximum time limit of four hours during the day for the slaughter of an animal will be allowed; and
- 10.5.5 The proposed processing and removal of the carcass after the slaughtering.
- 10.5.6 The number of people that will attend the ritual slaughtering.
- 10.6 The animal to be slaughtered may only be kept on the stand of an Owner on the day of slaughter and may not be transported into the Estate before the proposed day of slaughter. All neighbors within a 200m (two hundred meter) radius of the intended slaughter area will be informed in writing by the Owner or Resident concerned three (3) days in advance of the proposed slaughter once permission has been granted by Estate D'Afrique.
- 10.7 The Security service provider of Estate D'Afrique will be notified in writing by the Owner or Resident concerned three (3) days in advance of the proposed slaughter once permission has been granted by Estate D'Afrique to allow entry of the animal on the day of slaughter.
- 10.8 The slaughter must take place within the limitations of the ritual/ religious practice, the requirements and procedures of the by-laws of the Local Council of Madibeng and with due consideration for fellow Residents and Owners of Estate D'Afrique.
- 10.9 **To this end, all cultural or religious slaughtering must be conducted as follows:**
  - 10.9.1 The livestock/ fowl must be kept in humane conditions prior to slaughter; and
  - 10.9.2 Shielded from view from anyone not specifically present for observance of the slaughter; and
  - 10.9.3 Conducted in the most humane way possible within the limitations of the cultural ritual or religion.
  - 10.9.4 The carcass must be utilized as required by the Owner or Resident but must be either removed from the premises or processed in such a manner so that no smell emanates from the stand.
  - 10.9.5 No evidence of the slaughter must be viewable from outside the stand or from neighboring Properties.
  - 10.9.6 No livestock will be allowed onto Estate D'Afrique or the premises whether the ritual will take place unless the security service provider of Estate D'Afrique has been given written notification by Estate D'Afrique to allow livestock entry.
  - 10.9.7 Livestock found on the Estate without permission will be removed by Estate D'Afrique or the security service provider on behalf of Estate D'Afrique.

## **11 Environmental Management**

As part of the Association's commitment to the conservation of the environment, environmentally responsible guidelines have been incorporated into the Village Rules and forms part of the day-to-day activities of the Estate.

### **11.1 Domestic and garden refuse**

- 11.1.1 No rubble or domestic refuse may be dumped or discarded anywhere within the perimeter of the Estate.

- 11.1.2 Regular household and garden refuse must be placed in wheelie bins in a suitable place within the property of the resident and screened from public and neighbor's view. On prescribed days and times, the wheelie bins must be placed on the sidewalk outside the residence, ready for collection by the municipality or service provider employed by the Association. The use of wheelie bins is compulsory. No plastic bags, whatever the contents or any other refuse bags may be placed on pavements.
- 11.1.3 All additional refuse and rubble, such as discarded boxes, wrappings or any other rubbish except items such as bricks, iron rods, tree branches or other hard material, must be taken by the Resident concerned to the rubbish skip provided below the boathouses.
- 11.1.4 Where refuse is of such a size or nature that it cannot be removed by the regular municipal service or the skip service, the owner or resident shall be responsible for the removal of such rubble at his/her own cost.
- 11.1.5 Building rubble may not be emptied into any facility provided by the Estate for household refuse or in the skip facility located in the workshop area. Building rubble must be emptied in a skip service employed by the owner or resident concerned.
- 11.1.6 Garden refuse may not be burned anywhere within the Estate.

## **11.2 Preservation of common areas**

- 11.2.1 Picnicking, boating and fishing are only allowed in the designated areas.
- 11.2.2 No open fires are permitted on common property. Open fires at the clubhouse or at any residence must be confined to a controlled area.
- 11.2.3 A particular appeal is made to residents and their guests to leave open and common spaces in a clean condition.
- 11.2.4 No person may cause damage to any object of botanical, paleontological, zoological, geological, archaeological, historical, educational, or any other scientific interest or remove seeds or flowers or any part of any plant from the Estate.
- 11.2.5 No firewood may be cut or collected anywhere on the Estate.
- 11.2.6 The removal of natural rock from the mountain or from any other site is not permitted.

## **11.3 Fauna and Flora**

- 11.3.1 No animal, reptile or bird may be chased or trapped in any area, be it by people, dogs or cats. No person may hunt, maim, or kill, disturb, tease or capture any wild animal, especially in the undeveloped bush and mountain areas of the Estate.
- 11.3.2 No person may feed a wild animal on the Estate.
- 11.3.3 No person may remove from its natural site, damage or destroy the nest of a bird, reptile, amphibian or invertebrate, or the eggs thereof.
- 11.3.4 Residents are encouraged to plant only indigenous flora in their gardens. The recommended plant list is available from the Estate office.
- 11.3.5 Vacant stands must be kept clean on a regular basis to the satisfaction of the Association. If not maintained, the Association will clean the stand at the owner's expense. This cleaning needs to be done at least four times during a 12-month period to minimize fire

hazards.

## **12 Architectural Design Rules**

In keeping with the Provencal character of the Estate, the Association has adopted a set of Architectural Design Rules, and all owners must acquaint themselves with the contents of these rules. The Architectural Rules document forms an integral part of the village rules and must be read and understood as such.

- 12.1 The Architectural Design Rules must be consulted for all building plans, any improvements to dwellings future alterations and selection of building materials.
- 12.2 No external improvements of any nature, permanent repairs or deviations from the approved external painting may be affected to any stand/dwelling without the prior written approval of the Aesthetics Committee.
- 12.3 No Wendy-houses, similar type tool sheds, lean-to structures or other external structures may be erected on any stand.
- 12.4 Satellite dishes and other aerals are to be erected in an inconspicuous spot. The position, size and settings of aerals, satellite dishes, air conditioning units, solar panels, heat pumps, water tanks and skylights must consider the effect on neighboring properties. The Association may require that these installations be hidden from view as per Architectural Rules.
- 12.5 Emergency repairs are required to temporarily prevent property loss or damage, or injury may be made without application, review or prior inspection. The extent and nature of emergency repairs must be reported to management. and any necessary applications for approval must be submitted in writing.
- 12.6 If emergency damage requires structural repair or replacement of a part of or the dwelling in its entirety, a completed application and motivation must be submitted to the Aesthetics Committee. Copies of such plans must be submitted for scrutiny, as if it were a new construction. Casualty damage must be removed or restored as soon as is feasible. Removal, repair or restoration must begin within 30 days and be completed within 180 days following the date of the casualty damage.

## **13 Use of power generators**

- 13.1 The general use of private power generators is prohibited on the Estate. Owners are encouraged to explore alternative energy solutions, such as solar power or inverter battery backup systems.
- 13.2 If the municipal electricity supply is disrupted due to load shedding or an outage for more than five (5) continuous hours, private silenced generators may be used between 07:00 and 21:00 until the municipal supply is restored.
- 13.3 If continuous generator use is necessary for medical reasons, residents must notify both their direct neighbor's and Estate management.
- 13.4 Residents should be mindful of the noise and smoke pollution caused by generators during extended outages.
- 13.5 The use of backup generators to power the Estate's critical infrastructure, including but not limited to security systems and boreholes, is permitted during electricity outages.
- 13.6 Permanent private power generators must be indicated on all building plans and positioned in a way that minimizes impact on neighboring properties. All safety regulations must be followed during installation.
- 13.7 Generators must be screened from view at ground level from adjacent streets and neighboring properties.

## **14 Building Regulations**

The Estate has adopted certain rules relating to building and construction on the Estate. The primary intention of the provisions in the building regulations document is to ensure that all building activities on the Estate occur with the least possible disruption to residents whilst at the same time maintaining optimum security levels.

### **14.1 Building Plans**

- 14.1.1 All building plans require approval by the Aesthetics Committee prior to the lodgment of building plans at Madibeng Local Authority.
- 14.1.2 A plan scrutiny fee, to be determined by the Homeowners Association from time-to-time, will be payable.
- 14.1.3 It is the responsibility of the stand owner to check engineering services, location and plans before commencement of any building work on the property. The Estate Manager must be approached to view the said plans.

### **14.2 Site Handover**

- 14.2.1 Prior to the anticipated site handover date requested, the Estate Manager will verify that all required Estate and municipal documentation are in place.
- 14.2.2 Prior to commencement of construction activities and subject to payment of all deposits and connection fees, the project manager, owner or building contractor must request a formal site handover with the Estate Manager in writing.
- 14.2.3 A site will not be handed over for any form of work to commence if the property has not been transferred into the new owner's name and is registered at the Deed' Office.

### **14.3 Building Periods**

- 14.3.1 Construction of the dwelling must be completed within 18 months of the date of site handover.
- 14.3.2 A late building completion penalty, to be determined by the directors from time to time, will be imposed on owners who have not completed a dwelling within 18 months from the date of site handover.
- 14.3.3 Late building levies will be imposed upon members who have not commenced building on their freehold residential erven on the 01st of January 2018 and completed by the 31st of December 2018.
- 14.3.4 Subject to a resolution taken by members of the association in a general meeting such members shall be liable to contribute monthly double his share in levies in respect of each such portion owned by him for the first year following the 31st of December 2018, contribute monthly triple his share in levies in respect of each such portion owned by him for the second year following the 31st of December 2018, contribute monthly four times his share in levies in respect of each such portion owned by him in the third year following the 31st of December 2018 and contribute five times his share in levies in respect of each such portion owned by him in the fourth year following the 31st of December 2018 as well as thereafter until building commences on his erf and is completed to the satisfaction of the directors or the prevailing rules of the Association.

### **14.4 New Technology**

Any owner wishing to implement any new technology or green building practices which may have



visual impact on the exterior appearance of the dwelling in existing or new homes shall first discuss, clarify and obtain written authorization for such addition or modification from the Aesthetics Committee.

#### **14.5 Occupation**

- 14.5.1 Occupation of any dwelling is subject to the owner providing the Estate office with a copy of the aesthetic clearance and official occupation certificate issued by the Madibeng Municipality.
- 14.5.2 Occupation of any unit shall be subject to the Association's applicable regulations, being 2 occupants per bedroom and bathroom, i.e. should a dwelling consist of 4 bedrooms, the Association will allow 8 occupants.

#### **14.6 Building Regulations**

- 14.6.1 All building contractors are required to familiarize themselves with the Village Rules, building regulations and applicable security protocols, fees payable and mandatory inspections of the Estate, which must be always adhered to.
- 14.6.2 The contents of the Village Rules and building rules and regulations, where applicable to construction and alterations must be incorporated into the building contract.

### **15 Sale and Resale of Property**

The marketing, sale and lease of any property, be it by owners or estate agents is governed by the Estate Agent Policy, which is available on the Estate's website, [www.estatedafrique.com](http://www.estatedafrique.com). This policy forms part of the Village Rules and must be read and understood as such.

- 15.1 If an owner wishes to sell or rent his property privately and not make use of an agent or agency to sell or rent his stand or dwelling, all procedures and documentation requirements applicable to estate agents will apply. The owner is required to submit a copy of the final sales document to the Estate office for recordkeeping purposes.
- 15.2 Upon the transfer of any freehold residential erf, the purchaser will be obliged to pay R10, 000.00 (Ten Thousand Rand), or such amount and in such instalments as the directors may resolve upon in their discretion, to the Association or to the Estate d'Afrique Master Owners Association NPC for the purposes of establishing and maintaining a levy stabilization fund.
- 15.3 In the event of the sale or re-sale of a stand or dwelling, the agent or owner must advise the purchaser of the following documents/provision in writing:
  - 15.3.1 The Memorandum of Incorporation of the Association
  - 15.3.2 The Village Rules
  - 15.3.3 The Village Architectural Rules
  - 15.3.4 Building Regulations and
  - 15.3.5 Any special resolutions or levies applicable.
  - 15.3.6 Building periods
  - 15.3.7 Contribution to levy stabilization fund
  - 15.3.8 Land claims
- 15.4 The purchaser must acknowledge receipt of all the village-specific documentation in writing, and a copy of this acknowledgement must be submitted to the Estate office for record keeping purposes.
- 15.5 No clearance figures will be issued for any transfer of property if the Estate office is not in possession of a signed addendum to sales agreement.

- 15.6 No boathouse may be sold as a separate item to any person who is not an owner of a stand within the Estate.
- 15.7 Financial clearance certificates must be obtained from the Association prior to any transfer to serve as proof that the levies to the Association are paid in full. These clearances are to be obtained over and above the rates and taxes clearance from the Madibeng Municipality. Financial clearance certificates will only be issued once the seller has provided the following documentation:
  - 15.7.1. An inspection release certificate issued by the Aesthetics Committee.
  - 15.7.2. An occupation certificate issued by the Madibeng Local Authority.
  - 15.7.3. Proof of payment of all levies up to and inclusive of the date of transfer.
- 15.8 Where any dwelling or stand is sold by auction, the following will apply:
  - 15.8.1 The viewing of property on auction will be by appointment only.
  - 15.8.2 Agents/Auctioneers shall always conduct business with regard to any auction within the Village Rules, MOI and Municipal by-laws.
  - 15.8.3 Agents/Auctioneers shall apply for temporary access to the Estate in writing to the Estate office. Such temporary access will only be granted by written permission from the Estate Manager.
  - 15.8.4 Agents/Auctioneers are not allowed to generate access codes for prospective buyers/tenants.
  - 15.8.5 All prospective buyers / tenants enter the Property in the company of the Agent/Auctioneer and adhering to security protocol.
  - 15.8.6 Visitor access procedures (driver's license and vehicle disk scanning) will apply to all prospective buyers / tenants.

## 16 Letting of Property

- 16.1 In the event where a dwelling on the Estate is made available to rent (by an owner or estate agent), the following documentation must be submitted to the Estate office at least one (1) week before occupation:
  - 16.1.1 A completed lease agreement signed by the owner, the agent (if applicable) and the tenant.
  - 16.1.2 A copy of the tenant's Identity document or passport.
  - 16.1.3 Signed and completed resident registration forms.
  - 16.1.4 Head and shoulders pictures for access cards.
- 16.2 The Association does not allow for any term of lease shorter than a period of three (3) months. Due to the secure lifestyle on the Estate, leisure occupancy (short-term or weekend rentals or such as Air B & B, Booking.com) will not be permitted under any circumstances. Breach of this rule will result in a penalty being imposed on the owner of the dwelling.
- 16.3 No subletting of any property or portion thereof is permitted.
- 16.4 The owner is responsible for providing the tenant with copies of all applicable documentation such as the village, clubhouse, and any other applicable rules.
- 16.5 All lease agreements shall contain the following clause:  
*"The lessee acknowledges upon occupation of the premises, that he, his family, visitors and employees shall adhere to the rules and regulations as contained in the village rules and any other regulations."*

*The lessee is required to abide by the Estate rules and are liable for imposition of sanctions and*

*penalties should the lessee breach any of the village rules.*

- 16.6 The Estate Office must be notified in writing by the owner of the dwelling of the termination of the lease agreement at least one (1) week before the termination of such agreement.
- 16.7 The Association reserves the right to hold the owner liable for any outstanding water & electricity payments.
- 16.8 The Association reserves the right to impose penalties on the owner should his/her tenant breach the rules, cause damage to common property, make themselves guilty of general misconduct or disturb the peace. Such a penalty shall form a part of the normal monthly levy as provided for in the Memorandum of Incorporation.
- 16.9 Where tenants continuously breach the village rules, the owner of the residence will be informed of the tenant's failure to comply with the rules in writing by the estate manager and formally requested to address the matter with the tenant(s)  
  
The owner of the residence remains responsible for tenant indiscretions and / or breaches will be required to attend any enquiries relating to such disregard of the Estate/Village rules.  
  
Owners may be held liable for any penalties incurred by tenants for non-compliance to the rules.  
  
As a last resort and a result of repeated willful disregard of the rules, owners may be requested to terminate the lease agreement.
- 16.10 Tenants may only make use of the Estate facilities (including, but not limited to the clubhouse and fitness center) whilst in residence on the Estate.
- 16.11 Owners may cede boating rights for the period of the lease agreement to tenants in writing, a copy of such agreement to be submitted to the Estate office.

## **17 Levies and other**

- 17.1 Levies are administered by the Board-appointed accounting firm, as determined by the directors from time to time.  
Their contact details can be obtained from the Estate office.
- 17.2. All levies are due and payable in advance on the first day of each month. Interest will be raised on all accounts in arrears. Accounts in arrears will be handed over for legal action as per financial policy.
- 17.3 If a member or tenant falls sixty (60) days into arrears with the utility portion account, it will be required that such member install a pre-paid electricity meter in replacement of the existing electricity and water meters.
- 17.4. Subject to the Association notifying the member and/or occupier in writing of the impending termination of electrical supply and/or restricted water supply and in such notice award the member or occupier the rightful opportunity in terms of the Memorandum of Incorporation of the Association to dispute the arrears of his levies, special levies, electrical or water charges, the Association will be entitled to limit, restrict, suspend or terminate the supply of electricity and water supply to any member or occupier of any stand in respect of which water or electrical consumption charges are outstanding for a period of sixty (60) days and longer.
- 17.5 The Association reserves the right to impose penalties on transgressors where any of the rules are breached. Penalties will be recorded on the owner's levy statement and the owner remains liable to pay all penalties and related interest.

## **18 Signage and Advertisements**

- 18.1 No sign, notice, board or advertisement of any kind may be placed in any common area or in front of any dwelling or vacant stand on the estate, except for the standard building contractor's board

at construction sites.

18.2 No advertisements or publicity material of any nature may be exhibited or distributed at the gatehouse or elsewhere on the Estate without the prior written consent of the Estate Manager.

18.3 Door to door canvassing is strictly prohibited.

## 19 Failure to comply with Village Rules and Regulations

19.1 Members of the Association acknowledge that residents are responsible for the acts and omissions of their family, employees, contractors (and subcontractors), visitors and invitees, or any other person for whom they authorize access to the Estate. Residents will be held liable for the payment of any penalties imposed due to a breach of any rule by any member of his family, employees, contractors, visitors, or any other person for whom he/she authorized access to the Estate.

19.2 Management or the directors may:

19.2.1 Request the defaulting party to provide an explanation, or apology in writing; and/or

19.2.2 Issue a reprimand (orally or in writing) and request such defaulting party to cure such breach; and/or

19.2.3 Impose a penalty in terms of the schedule of transgressions; and/or

19.2.4 Within reason, withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or

19.2.5 Take further action, including legal action, as the directors may deem fit in order to enforce the rules.

19.3 Should the Directors impose a penalty in respect of any transgression and where the defaulting party is a member, such penalty shall form a part of the normal monthly levy as provided for in the Memorandum of Incorporation.

19.4 In the event of an imposition of a penalty and where the defaulting party is not a member, such penalty shall be payable on demand. The penalty amounts listed below are subject to amendment or review by the Board of Directors at its sole discretion.

### 19.5 Penalties

Offence	First Offence	Second or Subsequent Offence or Disregard of imposition
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R500.00	R2 000.00
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R750.00	R5 000.00
Blatant disregard of Village Rules or of legitimate instructions	R1 000.00	R10 000.00

The penalty amounts above are subject to amendment or review by the Board of Directors at its sole discretion.

- 19.6 The Association and /or the Directors shall be entitled to take such action in terms of these rules as they deem fit.
- 19.7 In the event of repeated breaches of a particular rule by a defaulting party, the directors shall be entitled to escalate the penalties which may be imposed in respect of such breach.
- 19.8 Should a defaulting party dispute that he has committed a breach of any obligation in terms of the rules or wish to object to the decision by the directors in terms of penalties, he is required to send a submission in writing to the Estate Manager within a period of not more than 7(seven) days from the date of notification of any breach of a rule.
- 19.9 Against receipt of such notice, a meeting shall be convened with the defaulting party as soon as is reasonable possible.
- 19.10 Pending the outcome of such a meeting, the defaulting party may be referred to the directors for appeal.
- 19.11 Residents are responsible for the acts and omissions of their family, employees, contractors (and subcontractors), visitors and invitees, or any other person for whom they authorize access to the Estate. Residents will be held liable for the payment of any penalties imposed due to a breach of any rule by any member of his family, employees, contractors, visitors or any other person for whom he authorized access to the Estate.

## **20 Dispute Resolution**

- 20.1 Should a dispute arise between residents, the parties involved shall endeavor in the first instance to settle such disputes (whether relating to any nuisance, disturbance or other complaint) amongst themselves.
- 20.2 If a dispute between residents cannot be resolved, the dispute shall be referred to the Estate Manager, who will engage with both parties to resolve the grievance.
- 20.3 If a dispute cannot be resolved to the satisfaction of the disputant parties, the matter will be referred to the directors of the Association.
- 20.4 The directors will engage with the disputing parties and attempt to resolve the grievance. A settlement agreed upon shall be final and binding on the disputant parties.
- 20.5 Should the Directors elect not to mediate or to withdraw from the process, the disputant parties shall be informed of such decisions in writing. The disputing parties shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by legal proceedings or arbitration, it being expressly agreed that the directors shall not be a party to any arbitration proceedings and shall bear no responsibility in respect thereof and that all legal costs will be carried by the disputant parties.
- 20.6 In the event that the disputing parties are not satisfied with progress made to resolve the dispute, they shall be entitled to declare a formal dispute, which shall be dealt with in accordance of the provisions of the Memorandum of Incorporation of the Association.
- 20.7 If a grievance is lodged against the Association or the directors, the Estate Manager will engage with the complainant and attempt to resolve the grievance.

- 20.8 The Association reserves the right to legal counsel and representation in any grievance or dispute to which it is a party.

## **21 Meeting Rules**

- 21.1 The time, date and location of the meeting.
- 21.2 The directors have the discretion to fix the place, time and date of the meeting. As with other powers vested in the directors, this should be exercised in good faith and in the interests of the company. Provision should be made for online meetings.
- 21.3 Consequently, the time and place of a general meeting should be arranged to be reasonably convenient to members.

## **22 Identification and searches.**

- 22.1 The Association is entitled, via the chairperson, to ask those attending to identify themselves and, in some cases, to submit to a search.
- 22.2 Admission procedures must not in those circumstances result in someone being improperly refused entrance to the meeting. As much as possible should be arranged in advance. The Master Owners Association' Accountants present at the meeting should mark clearly on the attendance register who is in good standing, those members must sign the attendance register and get issued with a "tag" for access.
- 22.3 **No minors, or babies are allowed in the meeting.**

## **23 Layout**

- 23.1 The layout of the room is important. Aisles should be frequent and wide enough so that, should it become necessary to eject anyone, security personnel can achieve that objective swiftly and efficiently.

## **24 Order of business.**

- 24.1 The order in which business is transacted at a potentially difficult meeting may be critical to its conduct. If it is, then careful thought should be given to the matter when preparing the notice of meeting.
- 24.2 Starting the meeting.
- 24.3 Where appropriate, admission procedures for checking the members into a meeting should be adequate to cope with a large last-minute surge. Legally, however, the general rule is that once a quorum is present, the Chairman should attempt to start the proceedings on time.

## **25 Chairperson's duties and powers at the meeting and handling of the meeting.**

- 25.1 The powers of the Chairperson include the powers to regulate the course of proceedings, to make rulings on a point of order, to close the discussion and move to a vote with the consent of the meeting, to rule on the validity of and declare the results of and declare the results of any vote, to adjourn the meeting, to demand a poll and to receive or reject proxies and to declare the result of the voting. How a meeting is conducted is largely in the hands of the Chairperson with the assent of the members present at the meeting.

**26 Limiting debate and discussion.**

- 26.1 Where difficulties are expected, there is a temptation to take the course, when proposing the resolution to adopt the report and accounts, for the Chairman to decline to take questions. The Chairperson may decline to take questions, on the grounds that it would be difficult or even impossible to hold an orderly debate because of the inevitable uproar.
- 26.2 Other legitimate ways for the Chairperson to limit debate and discussion include:
  - 26.2.1 Not Replying. The Chairperson is not obliged to reply to any question if he/she does not consider it to be in the Association's interest.
  - 26.2.2 Limiting rights of members to speak. If there are a lot of members present who wish to speak, the Chairperson may allow each member only one opportunity to speak on any motion or may limit the time allowed to any speaker. These limitations must be exercised impartially, but this does not mean that the Chairperson may not waive them if he deems it necessary.
- 26.3 Requiring all debate on one topic at one time. It is reasonable for a chairperson to rule that all questions relating to a particular topic must be dealt with at one time, and he/she may then refuse to take questions on that topic at other times.

**27 Ending discussion after sufficient debate.**

- 27.1 The Chairperson has an inherent right to keep any discussion within reasonable bounds and can put a stop to further discussion of a matter once it has been sufficiently debated and a fair cross-section of views has been heard. Those attending the meeting must feel they have been given a fair hearing; if this is afforded to them, it will probably tend to limit \ the force of protest.

**28 Moving for closure of discussion with the assent of the meeting.**

- 28.1 It is always open for the Chairperson to obtain the assent of the meeting to bring the discussion to a close. He/she can do this by merely pausing for approbation and then taking the views of the meeting (by a show of hands or even, as a last resort, on a poll) if there is any objection.

**29 Defamation**

- 29.1 The defense of justification exists if the maker of the statement can show that the words were true in substance and fact.
- 29.2 The defense of qualified privilege will cover any statements at a meeting about matters of concern to the meeting because all members present will have a corresponding interest in receiving the information. However, qualified privilege is not available where a statement is made with malice or if the statement is made to persons who do not have a corresponding interest in receiving it.

**30 Points of order.**

- 30.1 Points of order relate to compliance with the rules governing the conduct of the meeting or the correctness of the procedure being followed. This would cover any informality or irregularity, such as non-observance of statutory requirements or of the Association's Memorandum of Incorporation, defects in procedure such as the absence of a quorum, the allegation that a resolution is not within the scope of the meeting and objection to the use of offensive or abusive language.
- 30.2 Points of order must be dealt with immediately.
- 30.3 The Chairman's ruling on a point of order is final, but others present should be given the opportunity of speaking on it.

### **31 Disruptions and demonstrations.**

- 31.1 Keeping order.
- 31.2 It is the Chairperson's duty to keep order at the meeting.
- 31.3 He/she is the person in charge and should direct, publicly, any action required. The Chairperson should try to avoid direct confrontation or argument with hecklers. The interchange between the Chairperson and the questioners shows the rest of the audience that the Chairperson is reasonable and polite, whereas perhaps the demonstrators are shown in a different light. If so, the meeting may then tend towards supporting the Chairperson.
- 31.4 Adjourning the meeting.
- 31.5 Permits the Chairperson to adjourn a general meeting at which a quorum is present with the consent of the meeting or if it appears to the Chairperson that an adjournment is necessary to protect the safety of any person attending or to ensure that the business of the meeting is conducted in an orderly manner.
- 31.6 Alternatively, some emergencies may require urgent action necessitating an adjournment whether the meeting wills it or not. Examples of circumstances where the Chairperson's inherent power may be exercisable are:
  - 31.6.1 where there is violence, or the threat of violence and urgent steps must be taken to end or avoid it; or
  - 31.6.2 where a poll is required and cannot be taken unless there is an adjournment; or
  - 31.6.3 where it is impracticable to continue the meeting and for full and frank debate to be held on any resolution unless the meeting is moved to some other more convenient place; or
- 31.7 where someone at the meeting becomes ill and requires urgent medical attention.

### **32 Security**

- 32.1 Police
- 32.2 Generally, the jurisdiction of the police ends at the meeting room door. If there is likely to be public disorder outside the meeting, then of course the police should be notified.

### **33 Audio and visual recording equipment and mobile phones.**

- 33.1 ICSA recommends that companies should establish a policy on the admittance of audio and visual recording equipment to the meeting and the use of mobile phones by those attending the meeting. As a matter of good practice and to minimize delays prior to the meeting, this policy may also be referred to in the notice of the meeting.
- 33.2 Arguably, the Chairperson may, in certain circumstances, be entitled to refuse admission of such items to protect the good order of the meeting and to protect the identity of those attending the meeting. No cell phones, audio- and visual recording devices, save for those employed by the Association, will be allowed during Annual General Meetings.



**34. Amendment of Rules**

Subject to any restriction imposed or direction given at a General Meeting of the company, the directors are empowered by the Memorandum of Incorporation of the Association to make, add to, amend, repeal, or suspend any Village Rules.

Date Approved: 14 September 2024.....Effective Date: 14 September 2024