

*Mount Edgecombe
Country Club Estate-1*



HANDBOOK FOR RESIDENTS

PART 1:GENERAL INFORMATION
PART 2:CONDUCT RULES

Book Number:

2004



Mount Edgecombe Country Club Estate-1

(Association Incorporated under Section 21 of the Companies Act) Registration No. 1992/003562/08

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HELPFUL NUMBERS

MECCEMA 1 OFFICES

TEL :	031 - 502 2534
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MECCEMA 1 SECURITY CONTROL ROOM **24 Hours**

TEL :	031-539 2998 031-539 2124 083 695 3441 072 809 3688 ○ (sms only) 083 632 9916
FAX :	031 502 1746
EMAIL :	alphacontrol@integratedsystems.co.za
Security Manager	securitymanager@meccema1.co.za

MOUNT EDGECOMBE COUNTRY CLUB

Mount Edgecombe Country Club	Tel :	031 - 539-5330
	Fax :	031 - 502-2396
Pro-shop (golf tee-off times, etc.)	Tel :	031 - 502-1010
Driving Range	Tel :	031 - 502 3480
Club House 2 (at Pani Dam)	Tel:	031 - 539 5330

Mount Edgecombe Country Club Estate-1

This HANDBOOK is issued by the
Mount Edgecombe Country Club Estate Management Association-1
to each registered owner.

In the first instance the issue is free.

Additional copies may be obtained from the Association offices on payment of a
nominal fee.

IT IS IMPORTANT, FOR A BASIC UNDERSTANDING OF
THE OPERATION OF THE ESTATE, THAT ALL
RESIDENTS ARE THOROUGHLY FAMILIAR WITH THE
INFORMATION AND RULES CONTAINED IN THIS HANDBOOK.



PART ONE—GENERAL INFORMATION

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1. **BASIC OVERVIEW**

1.1 **THE RESIDENTIAL ESTATES**

The Mount Edgecombe Country Club Estates consist of:-

Two Estates (1 and 2) each having various villages (named after famous golf courses—British courses for Estate-1 and American for Estate-2). Each Estate has freehold areas and sectional title developments all situated around or adjacent to the golf course. The Estates are served by common property consisting of open areas, dams, ponds, rivulets, water features, community facilities, roads and infrastructural services.

Each Estate is an independent registered Section 21 Company (not for gain) and is managed by its own Management Association (Homeowners) through elected Directors and employed staff.

A purchaser (Owner) is automatically a member of the Association and pays a levy towards the running of the Estate. Owners may not resign from the Association. (DETAILS OF THE WORKINGS OF THE MANAGEMENT ASSOCIATION ARE GIVEN IN SECTION 2)

The Estates, being based on specific architectural guidelines, are aesthetically attractive and they afford every resident a unique and exclusive life-style.

1.2 **ESTATE-1**

Since first sales in 1992, Estate-1 has developed into a well established, mature and aesthetically attractive entity of just under 300 units. It is built upon sound foundations of competent management and efficient ongoing finances backed by healthy reserves. Excellent security and an appealing environment complete the picture of an enviable lifestyle hard to match anywhere else.

1.3 **THE CLUB**

The Mount Edgecombe Country Club is an independent Association providing sports and social amenities for residential and for ordinary (outside) members. It is physically, managerially and financially separate from the residential Associations.

1.3.1 **Membership of the Club**

The Purchaser (or Nominee) of every individual property on the Estate is required to apply for and be admitted to membership of the Club in order to be able to purchase on the Estate. In addition, each owner (or Nominee) is required to pay the laid down entrance fee, to purchase a debenture in the Club, and to pay the required annual subscription.

It is obvious that the Club itself is a basic and intrinsic part of the whole Estate and it is therefore obligatory (by way of a condition in the Agreement of Sale when purchasing on the Estate) for owners of units on the Estate to continue membership of the Club as long as they remain owners.

1.3.2 Amenities at the Club

The Club provides full amenities for golf (two 18-hole courses and a pro-shop), bowls, tennis and squash, as well as facilities for meetings, functions and social gatherings. It has a diversity of bars and restaurants of varying styles and prices which are situated at both the Main Club House (Estate-1) and Club House 2 (Pani Dam—Estate 2).

A separately operated Driving Range provides professional facilities adjacent to the Club's courses.

1.3.3 Club Rules

As an independent entity (i.e. not part of Residential Management) the Club makes its own rules regarding its own facilities. Copies of such rules are available from the Club management. Residents are reminded that they are also members of the Club and must abide by its rules and regulations. Residents are referred particularly to the Club's rules regarding walking/riding on the golf course, times of play, restrictions on children and "playing a few holes in the early morning or late afternoon", etc.

1.3.4 Club Finances

The Club is an autonomous Association and its finances are totally independent of the Residential Management Associations.

1.4 GENERAL

Both Estates, the Club and the Golf Courses are securely bounded by electrified perimeter fences with electronic monitoring. Access is through guarded gates. Estate-1, Estate-2 and the Club, are connected through an underpass below Golf Course Drive near Gate 2.

TOGETHER THE ESTATES AND CLUB PROVIDE RESIDENTS WITH A WIDE RANGE OF FACILITIES SUITABLE TO A VARIETY OF REQUIREMENTS FOR ALL AGE GROUPS — A CARE-FREE COMMUNITY WHERE ONE MAY PARTICIPATE AS MUCH, OR AS LITTLE, AS DESIRED.

1.5 MUNICIPAL SERVICES

1.5.1 Regional Municipality

The eThekweni Municipality is the regional metropolitan council covering greater Durban and surrounding towns. This council is responsible in our area for the provision of water and electricity supplies and the disposal of sewage. Every owner contracts directly with the eThekweni Municipality and pays for the supply of water and electricity as consumed.

Breakdowns in water or electricity supplies are reportable directly to the eThekweni Municipality. (See front page for specific telephone numbers)

1.5.2 The North Local Entity

Is the sub-entity of the eThekweni Municipality which looks after "local" matters across the areas of Mount Edgecombe, Umhlanga, Umdloti, Verulam, Tongaat and districts adjacent and in between. Within its jurisdiction fall roads, parks, libraries, building control, rubbish collection, etc. Building plans are required to be submitted and passed by this authority.

Owners pay assessment rates for these services direct to the eThekweni Municipality. *(N.B. Owners in Sectional Title developments currently have their rates included in the Management Association's Levy, but this may well change)*

**Mount Edgecombe Country Club Estate Management
Association-1**

“M E C C E M A-1”

Co. Registration No 92/03562/08

P.O. Box 2000

Country Club

4301

Tel: 031-502 2534

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2.1 THE ASSOCIATION

The Estate Management Association-1 is an association of all purchasers (i.e. homeowners) to which is assigned the job of managing and running Estate-1 to the benefit of all. It is YOUR Association. It is a legally registered Association not having a share capital—i.e. it is a Section 21 COMPANY not for gain—it therefore does not pay dividends and does not distribute assets to its members.’

The Association and its operation is legally bound by its registered Articles of Association (its “constitution”) which lays down all definitions, procedures and regulations. The full Articles of Association are available for viewing at the management offices and copies are available at a nominal charge.

2.1.1 Membership of the Association

Along with purchase into the Estate comes automatic and obligatory Membership of the Association which in turn confers one voting right. It should be noted that it is the initial “membership” that bestows the single vote and not the number of units purchased. Multiple ownership’s (joint ownership, trusts, close corporations, companies, etc.) are required to nominate one party only as ‘the member’. OWNERS MAY NOT RESIGN THEIR MEMBERSHIP.

2. THE MANAGEMENT ASSOCIATION

MECCEMA-1—HANDBOOK—PART 1 INFORMATION (Cont.)

MECCEMA-1—HANDBOOK—PART 1 INFORMATION (Cont.)

2.1.2 Management of the Association

The Association is run by its own members. Being a registered company, the Directors are elected by the members at each annual general meeting. It is YOUR Association.

The laid down business of the Association, through the Board, is to:

- Control, manage and administer the Estate and to maintain the common property.

In furtherance of this the Board may:

- Hire, contract or assign officials or firms to carry out services.
- Raise funds, to accomplish its duties, by way of levies.
- Appoint individuals or committees as required for advice and assistance.
- Make rules to regulate the conduct of members to the benefit of all and impose financial penalties for non-compliance.

The Board's aim is to establish, nurture and maintain a culture of a co-operative, happy and unique quality life-style on Estate-1, all the while properly and efficiently running the day to day functions and improving the value of the property as a whole.

To support these objectives the Board may appoint Committees, normally with residents as members, to facilitate matters regarding the running of Estate-1 and to receive and recommend on suggestions, requests or any potential or perceived problems.

The Board, as such, sets the policy, and it appoints staff to carry out that policy and to physically perform the day to day running of the Estate.

SEE ORGANOGRAM—APPENDIX “A” (page)

**MOUNT EDGECOMBE COUNTRY CLUB ESTATE MANAGEMENT
ASSOCIATION-1**

(=MECCEMA-1)

ALL OWNERS

BOARD OF DIRECTORS

(NUMBER OF AND ELECTION OF BY MEMBERS AT A.G.M)

CONTROLS, MANAGES AND ADMINISTERS THE ESTATE
(THE BOARD SETS THE POLICY)

ESTATE MANAGEMENT

DAY TO DAY RUNNING OF
ESTATE

ESTATE MANAGER AND STAFF

Reception
Administration
Bookkeeping

OUTSIDE CONTRACTS FOR:

Security
Gardening
Maintenance

Auditors
Insurers

PORTFOLIOS (Committees)

ADVISE THE BOARD ON

POLICY AND OPERATION

EACH PORTFOLIO CHAIRED BY A BOARD MEMBER

MEMBERS (IF REQUIRED) ON PORTFOLIO COMMITTEES FROM OWNERS
AND BOARD

Finance / Insurance / Staff
Security
Gardening
Planning and Aesthetics
Maintenance
Rules and Discipline
Others (as required)

2.2 AMENITY OF THE ESTATE

2.2.1 General Style and Ambience

In order to procure compliance with the general nature and amenity of Estate-1, obviously some form of pattern and order, based on the overall aesthetic plan, has to be observed in order to maintain the desired style and ambience of our top class Estate. Even with Estate-1 being fully built up, there are nevertheless the ongoing requirements covering alterations, additions and gardening.

To these ends, approved GUIDELINES are published covering the following:

2.2.2 Buildings (Houses)

PROCEDURES AND GUIDELINES FOR ALTERATIONS AND ADDITIONS TO UNITS, to which every owner is bound to adhere, are in place and obtainable from the Meccema-1 office. Prior to the commencement of any alterations and/or additions, the Meccema-1 office should be consulted for advice on procedures. Proposed plans are required to be submitted to the Planning and Aesthetics Committee. Thereafter (subject to the Association's approval) the plans have to be submitted for official approval to the local authority.

Every alteration and addition to a building (including the erection of plaques, awnings, air conditioning units, T.V. aerials/dishes, etc.) and any erection of or alteration to fencing/garden walls etc., must also have prior written permission from the Association. Again this is necessary to ensure that the amenity of the Estate is maintained and that neighbours and others are not inconvenienced or compromised.

2.2.3 Garden Landscaping

Private gardening is encouraged and all efforts to beautify our Estate—for the benefit of everyone—are fostered.

Again, in order to procure compliance with the amenity of the Estate, proposed alterations to garden layouts must be submitted for approval prior to the commencement of any garden installation. (For details of Garden Maintenance see Section 2.6 hereof and Rule 4.6)

2.2.4 Fireplaces

As our Estate is a smokeless zone, only anthracite may be burned in fireplaces.

2.2.5 Density of Occupation

Not more than a total of 2 persons multiplied by the number of approved bedrooms, shall be allowed to stay or reside in a house or unit.

2.3 LEVIES

2.3.1 The Budget/Levy

Funds required to run and operate the whole Estate are estimated in advance for each year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general and in particular of its common property. Any estimated income for the year is deducted from the overall expenditure resulting in a **net budget = Levy**.

The budget is not a forward invoice—it is an estimate. Any end-of-year surplus or deficit is credited/debited to maintenance reserves.

The budget for all COMMON PROPERTY items on the Estate (which is the basic levy paid equally by each owner) covers administration, security, services, operating costs, gardening and maintenance.

Owners with FREEHOLD PROPERTIES have other items, specific to the individual units, added to their levies covering insurance (building only) and gardening. In addition they pay their own rates directly to the Municipality.

Owners in SECTIONAL TITLE complexes have their municipal rates, gardening, external house maintenance and building insurance included within their levy.

FULL DETAILS OF THE MAKE-UP OF THE BUDGET/LEVY ARE GIVEN IN A SCHEDULE APPENDIX “B” page .

2.3.2 Payment of Levies

Levies are invoiced in twelve monthly instalments and PAYMENT IS DUE IN ADVANCE by the 1st of the month (as stipulated in the Articles of Association). Your Board does however allow a period of grace for the receipt of full payment until the 7th of the month. Because all levy monies are required timeously in order to meet obligations, the late receipt of payments is detrimental to the financial interests of the Association's members—the owners—you. Therefore, late payment of levies is surcharged with interest at prime overdraft rate plus 3% (again as stipulated in the Articles of Association). Where levies are paid late over a continuous period of three months or more, a penalty lump sum, as set by the Board, additional to the interest for late payment, will be levied against the third and each following month of late payment. When owners are going away they should arrange for the advance payment of levies to meet the due dates.

Full details of requirements for payment of levies are covered under Section 7 of the RULES.

NON PAYMENT OF THE INVOICED LEVY AMOUNT AND ANY DEDUCTIONS THEREFROM MAY NOT, UNDER ANY CIRCUMSTANCE, BE MADE BY MEMBERS TO OFFSET SO-CALLED OR PERCEIVED PARTIAL OR NON-PROVISION OF SERVICES.

The only people who suffer, if the payments of levies are late or reduced, are the rest of the levy payers i.e. all the other homeowners—YOU!

MECCEMA-1—HANDBOOK—PART 1 INFORMATION (Cont.)

It is HIGHLY RECOMMENDED THAT LEVIES BE PAID BY DEBIT ORDER. This can readily be arranged via the Association's office and members are assured that the amount of the order is fully under the control of the Association and not the Banks. The electronic debit order system makes everything straightforward and so much simpler for you (the payer) and for the Association's bookkeeping service. Payments of levies by CASH or CHEQUE delivered to the Association office are NOT ACCEPTABLE. Direct payments into the Association's bank account are acceptable provided a copy of the deposit slip is provided or full reference appears with the deposit.

2.3.3. Reserves

In all residential community developments there is the ongoing requirement for maintenance and renewal, as it becomes necessary, of common property (security fence, gate houses, pools etc.) and of general utilities (roads, storm water drainage, etc.)

Reserve funds are included in the levy to cover future planned maintenance items and renewals, whereby a reasonable (small) amount is collected each year towards meeting expected (large) expenditure in the future. This is all based on a planned schedule covering up to ten years or more.

In sectional title complexes, maintenance reserves (in addition to those mentioned above) are included in the levy for redecorating, externally only, of all individual units/houses. For freehold properties this is the responsibility of the individual owner and to his direct cost.

2.3.4 Insurance

Insurance cover for all buildings on the Estate, including residences, is arranged by the Association. Because of the large number of units and the sums involved, extremely favourable premium rates are able to be obtained. This scheme makes it obligatory for all owners and mortgagees to have their houses included under the Estate's policy. The cover is for the buildings and permanent fittings and fixtures.

Having one single policy for all houses does away with any conflict of interest that could arise through multiple individual policies being called on to deal with say a single all-encompassing disaster affecting many.

The insured value of a house is arrived at by taking the full area and pricing it at a rate per square meter recommended by a leading financial institution and a firm of construction cost consultants, plus escalation for the year, plus professional fees. Owners should at all times ensure that they are satisfied with the value placed upon their house on the insurance schedule. This schedule is put to members at each Annual General Meeting for approval, or it may be viewed at the office.

Costs of the premiums for house insurance are included as part of the levy for all Sectional Title houses and for Freehold houses it is a charge additional to the levy.

IT SHOULD BE NOTED THAT INSURANCE COVER ON THE CONTENTS OF THE HOUSEHOLD IS THE RESPONSIBILITY OF THE OWNER.

A SUMMARY OF THE COVER PROVIDED TO ALL BUILDINGS IS GIVEN IN A SCHEDULE - APPENDIX "C" page 17.

2.4 LEVY STABILISATION FUND

The levy stabilisation fund is established via a once-off obligatory lump sum contribution by each owner at the time of purchase. This capital fund is separate from the yearly levy operating accounts. In terms of the Articles of Association it is specifically defined as “for the purpose of meeting any extraordinary expenditure or expenditure of a capital nature”, thereby providing a buffer for the levy. The Board has the task of utilising these funds in accordance with the stated policy and of wisely investing available monies in order to maintain the capital funds at the best possible level. Interest from such investments is retained in the fund.

2.5 SECURITY

2.5.1 General

The security of our Estate is possibly the most important aspect of our lifestyle. Security, however, starts at home and IT REQUIRES THE FULL COMMITMENT AND CO-OPERATION OF EVERY SINGLE RESIDENT.

Estate Security is covered by a contract between the Management Association and a Consulting Security Company (with its associated guarding section). A joint co-operation committee oversees the functioning of security covering both Estates and the Club.

The Estate is proud of its security arrangements of electrified and electronically monitored palisade fences, controlled and guarded access gates, a patrol car and patrol guards with dogs. Visually unidentifiable but electronically encoded proximity discs/cards allow controlled and recorded movement of residents through the gates and booms. It must be remembered that there are many persons other than residents who, of necessity, have to be on the Estate—gardening workers, building contractors’ staff, delivery people, repair service-men, and others. It is therefore obvious that security consciousness should be maintained at all times. Security is a shared responsibility. Residents should report to security any suspicious or unlawful occurrence **immediately** it is seen or perceived.

While it is generally not considered to be necessary, should an Owner require inside the Estate, private house of personal guarding arrangements additional to the overall security system operated by the Association, this may be arranged but only through the security company contracted to the Estate. Any such additional service will be for the Owner’s personal account directly with the supplier.

House alarm systems [silent] may be installed, if considered necessary by the Owner, but such alarms must be linked only through the Associations security and monitoring system.

2.5.2 Access

a) Limitation:

Access to the Estate is limited to residents, registered domestic staff and to other authorised and security-cleared persons and every entry and exit is only via the use of authorised, registered and encoded proximity discs/cards.

b) Security Discs/Cards:

Application for access discs/cards must be made at the Association’s offices, accompanied by the individual’s identity document, and is subject to the approval of the Security Committee and card payment of a nominal charge.

An access disc/card is for PERSONAL use only (is not a ticket for a car) and is limited to ONE PER RESIDENT.

MECCEMA-1—HANDBOOK—PART 1 **INFORMATION** (Cont.)
MECCEMA-1—HANDBOOK—PART 1 **INFORMATION** (Cont.)

c) Access Gates

On Estate-1, Gate 2 (Club gate) is operational 24 hours every day. Gates 1 and 3 operate from 6h00 to 20h00 hours every day—but visitors arriving after 18h00 must enter through Gate 2. Valid discs/cards are usable for all gates on both Estates. The underpass connecting Estates 1 and 2 is for the use of golf carts only (no automobiles) and access disc/card operation is required during night time hours. (It should be noted that discs/cards issued by the Club, to Non-residential members, are only validated for Gate 2 on Estate1, and for Gate 5 and the underpass on Estate-2.

d) For Domestic Staff

Domestic Staff, prior to being engaged to work in the Estate, must be registered by the owner with Security via the Association's Office and issued with an access disc/card. When a domestic employee is discharged the owner must immediately inform the Association's office to enable immediate cancellation of the disc/card. Discs/cards can be reprogrammed if a new employee is engaged.

Domestic workers are not permitted to reside on the Estate nor are they allowed to wander around the Estate nor to "sleep over".

e) For Casual Workers

Casual workers are not encouraged to be used on the Estate but should they occasionally be required they must be recorded in and out at security and escorted by the owner from and to the gate.

Casual workers are not permitted to wander around the Estate.

f) For Visitors

Residents are required to notify Security IN ADVANCE of the pending arrival of visitors, repair services or deliveries. If that is done and the entry gate is specified, then the visitor will be allowed into the Estate subject to them being given and accepting a registered encoded entry disc/card which later has to be handed back at the gate when leaving.

Where visitors arrive unannounced, the guard is under instruction to request the Security Control Room to telephone the resident being visited in order to seek permission to allow the visitors access to the Estate. This is time consuming and frustrating for the visitor, for the resident, for the guard and for other residents delayed at the gate. Should the resident prove to be unavailable, the visitor will not be allowed in.

RESIDENTS SHOULD TELL ALL FRIENDS & RELATIVES TO LET THEM KNOW WHEN THEY WILL BE COMING TO VISIT SO THAT THE CORRECT PROCEDURE CAN BE TIMEOUSLY FOLLOWED.

g) For Guests

Special application for temporary access for guests legitimately staying with residents, may be made by the responsible resident to the MECCEMA-1 office in accordance with the Security Rules.

2.5.3 Absence on Holiday etc.

When Residents are away from their house for more than 48 hours, as an added precaution, they should notify Security of their departure and return dates so that their property may be put under surveillance.

2.6 GARDEN MAINTENANCE

The Estate is laid out to a properly planned and horticulturally designed theme.

All common area gardens at open spaces, around gate houses, islands in the roadways, sidewalks, water features and at community facilities, are maintained by the gardening contractor at a cost which is included in the common levy.

Basic maintenance of residential gardens is carried out, throughout the Estate, by a contractor appointed by the Association. The costs are administered by the Association and charged, at a rate based on area serviced, via the levy accounts to each owner. Maintenance by the Association's contractor is obligatory. When existing gardens are completely revamped/reinstalled an initial growing-in period of six months is required to be maintained by the owner after which the maintenance service by the Association's contractor becomes obligatory.

The level of maintenance to residential gardens as carried out under the Association's jurisdiction is of a basic general nature only. Specific details are available from the office. Residents requiring additional services are at liberty to negotiate and to deal directly with one of the approved landscapers for any once-off or ongoing extras required.

Problems or complaints regarding the gardening maintenance service should be directed to the gardening contractor's offices by fax or phone call. Should there be no, or unsuitable response, the complaint should be submitted to the Associations' Office.

It should be noted that trees and shrubs etc., may not be cut down or removed without permission from the Association. *(Such permission will not be granted lightly)*

Garden Refuse:

It is not permitted to burn garden refuse. However, soft gardening off cuts/lawn cuttings/etc., may be placed in METRO plastic bags (to be purchased by the owner from the Municipality, or from some local stores) and put out together with and on the same day as domestic refuse collection and the municipality will take them away.

Bulk garden refuse will be removed by the Association's contractor only after specific arrangements are made by the Owner and such removal is subject to a charge.

Under no circumstances may garden refuse be put out and left overnight or over weekends.

2.7 PROPERTY MAINTENANCE

2.7.1 Common Property—Gate Houses, gates, perimeter fence, community pools and facility buildings are all maintained by the Association and the cost is part of everyone’s levy.

2.7.2 Freehold Houses—The maintenance of a freehold house internally and externally including the roof and all railings, fencing, screens, recreational structures etc. is the responsibility of the owner and is therefore not taken into account in the levy.

Owners are required to maintain the exteriors of their houses to the high standard expected in the Estate. In case of default, the Association, at its discretion, may order a contractor to carry out suitable maintenance and charge the owner accordingly.

2.7.3 Sectional Title Houses—The maintenance of the interior of a sectional title house is the responsibility of the owner. Maintenance of the exterior of the house including all railings, decks, fencing and roofs is carried out by the Association based on a planned maintenance schedule and the cost is included in the levy.

2.8 RULES

Conduct rules, for a community complex such as ours, provide an acceptable code by which members may live together reasonably and harmoniously and without interfering with other’s enjoyment.

The Association’s rules are included as a separate section in the latter half of this handbook and it is essential that every Resident reads, understands and abides by them.

Residents/Owners are reminded it is their responsibility to ensure that all of their invitees, guests, family members and tenants comply with all rules.

2.9 DISCLAIMER OF RESPONSIBILITY

In accordance with Clause 23 of the Articles of Association, the “Association shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring on the Estate. Members shall not have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them Members indemnify the Association against all claims in line with the above”.

2.10 QUERIES/SUGGESTIONS/COMPLAINTS

Members should feel free at all times, through the office, to make suggestions or raise any queries regarding anything to do with the Estate. The office is always willing to assist with reasonable enquiries. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority.

In the first instance all complaints should be directed IN WRITING to the Estate Manager, whereafter appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview may be requested with the Estate Manager. Your Board encourages the bringing out into the open of any problems rather than members seeking private opinion or advice from possibly uninformed residents.

2.11 YOUR ASSOCIATION

YOU, as an owner, together with all other owners, comprise the only membership of the Management Association—it is YOUR Association. At the end of the day, therefore, the Management Association will do what YOU require, provided the majority of owners agree in principle and agree to pay.

The members of staff of your Association are dedicated in their jobs to serving YOU. They are YOUR employees and they require your friendly co-operation in order to succeed. Your respect for them at all times will always be in the best interests of the Estate as a whole.

the **MANAGEMENT ASSOCIATION** controls, manages, and administers
the day to day running of the
Residential Estate and maintains it
for the future.

3.1 SERVICES/FACILITIES

3.1.1 General

Utility services are provided in good faith and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, as with any house in any suburb of any town in the country, no guarantee is nor can be given that all services will operate fully throughout every 24 hours year in and year out. Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the local authority nor to reduce levies to the Association.

3.1.2 Water and Electricity Supplies/Sewage Disposal

See Item 1.4—Municipal Services

Outages should be reported directly to the eThekweni Municipality.

3.1.3 Refuse

Each household is required to provide a standard rubbish bin placed in a suitable position not visible from the street or by neighbours. Black plastic bags are provided by the Local Authority and they are required to be placed at the edge of the road by each household early on collection days. Information on the specified days for refuse collection in different areas is available from the Association's office.

It is not permitted to burn household or garden refuse on the Estate.

See clause 2.6 for disposal of garden refuse.

3.1.4 Television

Installation of equipment to receive Terrestrial and Satellite TV is both the prerogative and responsibility of the owners.

Positioning of dishes (and aerials) is subject to specific rules regarding non-visibility from roads and the golf course plus colour coding, fencing, etc. Permission for the positioning must be obtained from the Estate Manager prior to installation.

3.1.5 Household/Appliance Repairs

General repair of appliances as well as plumbing and electrical installations in a house are the responsibility of the resident.

In an effort to assist members, the office keeps a list of available repair firms and contractors who have indicated their willingness to carry out repairs. This list is maintained as a service but without obligation or guarantee from the Association.

3.1.6. Post

A PHYSICAL STREET ADDRESS IN MOUNT EDGECOMBE IS NOT A VALID POSTAL ADDRESS as no deliveries are made. It is essential that a P O Box address is obtained. The Post Office maintains private post boxes situated at the Engen Garage near the entrance to the Estate. Residents may make application for a box to the post office at the garage.

3. GENERAL

3.2 RECREATION

All main recreation is under the jurisdiction of the Club—golf, bowls, tennis and squash—and obviously Club Rules apply.

There are communal swimming pools in Birkdale, St Andrews, Hoylake and Muirfield. They are maintained by and subject to the Association's Rules.

Private Swimming Pools are entirely the responsibility of the Owner. They are required to be fenced in accordance with the Local Authority's regulations. Pools are to be maintained in a clean and fresh condition at all times by the Owner.

One communal tennis court in Hoylake Village is available to Residents of the Estate. It is maintained by and subject to the Association's Rules. Bookings for the court, no more than one week in advance, may be made on the sheets displayed on the court

3.3 GUEST ACCOMMODATION

There is a commercial lodge operating on the Estate—The Mount Edgecombe Golf Lodge. When the Company is not making use of the rooms, it is prepared to make them available to guests of residents at the going rate and application may be made directly on telephone number 502-1555.

3.4 SELLING/RENTING

In accordance with the Articles and the Rules of the Association, an owner must obtain prior consent to sell or rent/lease a unit or a portion of a unit. This is to ensure that all dues and requirements to the Association have been met and are in order. Also, lessees are required to be bound by the provisions of the Articles and Rules. Clause 11 of the RULES, covering this subject, should be consulted for details.

3.5 DAMAGE FROM GOLF BALLS

Under no circumstances can the Management Association and seldom can the Club be held liable for any damage or injuries caused by golf balls hit from the golf course. Legal opinion has confirmed that liability usually lies with the golfer. It is well understood and somewhat unfortunate that the 'culprit' can seldom be found, but pursuance of claims, against the identified golfer responsible, is a matter entirely for the Owner of the damaged property.

Where damage to houses occurs (windows, roofs, etc.) the Management Association will assist, as far as it can, with supplying names of contractors who are prepared to carry out repairs, but the arrangement and payment must be made by the Owner. Where an Owner is away (i.e. Not in residence) the Association, as a service to residents and "without prejudice", may, by prior agreement with the Owner, arrange and initially pay for the necessary repair, but the cost will be for the Owner's account.

HANDBOOK FOR RESIDENTS

PART 2 - RULES OF THE ASSOCIATION

INTRODUCTION

Living on our Estate means being part of a community of people who share a secure and high quality lifestyle. Conduct rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, without interfering with others' enjoyment, to the benefit of all.

Genuine respect and consideration by all residents for each other will obviously assure agreeable accord and contented association on the Estate.

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 Board of your Association, in terms of clause 8.5 of the Articles of Association, is given the task of making rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule.

Quite rightly, the Articles of Association require the rules to be reasonable, to be binding on, and to apply equally to, all members. Based upon this rationale the rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction.

The Board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the Owner. Further, the Board may enforce the provisions of any rule by application to the courts.

Let "GOOD NEIGHBOURLINESS AND CONSIDERATION FOR OTHERS" be our motto.

IN LINE WITH THE PHILOSOPHY THAT THE RULES SHOULD FORM AN ACCEPTABLE CODE FOR HARMONIOUS LIVING ON THE ESTATE, YOUR BOARD WILL GLADLY CONSIDER ANY CONSTRUCTIVE SUGGESTIONS FOR REASONABLE ADDITIONS, OMISSIONS OR AMENDMENTS TO THESE RULES. SUCH SUGGESTIONS SHOULD BE SUBMITTED IN WRITING TO THE ESTATE MANAGER.

THE RULES SCHEDULED HERE APPLY TO ESTATE-1 ONLY.

(You are reminded that Estates 1 and 2 are independent companies and their managements are completely separate. While the rules for the two Estates are basically fairly similar, they do of necessity differ on certain specific topics and therefore are not interchangeable.)

RULES OF THE ASSOCIATION

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1. PROMULGATION OF RULES

- 1.1 As from the date of promulgation of these rules they shall all apply forthwith and all owners shall be required to abide thereby.

For the purposes of the rules, “Owner” means a Purchaser, Member, Resident, Co-owner, Corporate Owner, Lessee, Family Member, Invitee and vice versa.

Conflict of Existing Practice with New Rules

- 1.2 Any existing practices in conflict with the new rules shall forthwith cease unless otherwise resolved as follows:-

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner legitimately feels aggrieved thereby, the Board of the Association may be approached requesting, (or the Board in its own right may decide) that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board’s discretion and shall be binding on all parties.

Contravention of Rules by “Others”

- 1.3 Any contravention of the rules by any person who gains access to the Estate under the authorisation of a member shall be deemed to be a contravention by the member.

2 USE AND OCCUPATION OF A UNIT

(NB: "Unit" means land, stand, dwelling, outbuilding)

Use of a Unit

- 2.1 The use of a unit shall be governed by the Mount Edgecombe Town Planning Scheme in force at any time or any other approved scheme applicable to the Estate from time to time.

A UNIT MAY BE USED FOR RESIDENTIAL PURPOSES ONLY.

Other uses, even if of very short duration and whether of commercial, sporting, social, religious, political or any other nature will be permitted only with the prior written consent of the Association. Such consent is unlikely to be given should the use in question involve persons not resident on the Estate. Such consent will be refused if the Association in its sole discretion is of the opinion that such use may affect the security of the Estate or cause nuisance or irritation to others. The Association is entitled to grant its consent conditionally and to summarily withdraw the same.

Occupation:

- 2.2 The maximum number of persons allowed to reside at one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

Drying of Washing:

- 2.3 No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying yard or other designated area. Items of washing must not be visible from the roads or from the golf course and must be reasonably screened from the direct view of neighbours.

Storage of Gas Bottles/Harmful Substances:

- 2.4 Gas bottles (LPG containers) must be outside of the main walls of the building and be enclosed, roofed and ventilated in accordance with building bye laws. No harmful or inflammable substances may be kept on the Estate. *(This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes).*

Attachments to Units:

- 2.5 Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to the likes of external air conditioning units, awnings, satellite dishes, aerials, etc. even when not directly attached to the building). *(Specifications for types and colours of approved awnings are obtainable from the Association's Office)*

Fences:

- 2.6 Where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until the written approval of the Association has been obtained.

Jacuzzi's/Gazebo's:

- 2.7 Plans for jacuzzi's/gazebo's must be approved prior to installation.

Garden/Tool Sheds:

- 2.8 Free standing sheds for tools or gardening equipment are prohibited.

Play Houses/Jungle Gyms:

- 1.9 Free standing children's play houses (wendy houses), or jungle gyms/slides/swings, etc. in gardens all require written permission from the Association's Office prior to installation and such items shall only be allowed, provided they are in line with the style and amenity of the Estate and that they will have no detrimental effects on neighbours.

3. UPKEEP AND MAINTENANCE OF RESIDENCES

Internal Maintenance of All Houses

- 3.1 The maintenance of the inside of all houses (both freehold and sectional title) is the responsibility of the Owner and is to be carried out by such Owner at his own cost.

External Maintenance of Freehold Houses

- 3.2 The exterior of every “freehold” dwelling together with its fences, screens, arches, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

External Maintenance of Sectional Title Houses

- 3.3 The maintenance of the exterior of all sectional title dwellings is normally carried out by the Association and is paid for as part of the levy.
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4. UPKEEP AND MAINTENANCE OF GARDENS

General Basic Garden Maintenance

- 4.1 Every Owner shall be obliged to accept, for his/her specific property, the general basic garden maintenance as determined from time to time by the Association and as supplied across the Estate for all gardens. The cost of same shall be borne by the Owner on the basis of the area serviced, charged at the rate determined by the Association's contract with its general garden maintenance contractor. The cost of this general garden maintenance shall be deemed to be part of the levy due by the Owner.
- 4.2 No Owner shall be allowed to withdraw from the payment of the charge for the general garden maintenance service, as provided by the Association.
[The specifications of the services provided are available at the offices of the Association].

Additional Garden Services

- 4.3 An Owner shall have the right if desired, to privately negotiate for additional garden services (above those provided by the Association's basic maintenance contract), directly through either the Association's contractor or one of the approved landscapers authorised by the Association to work on the Estate. The arrangements for such additional garden services and payment thereof, shall be directly between the Owner and the contractor.

Garden Standards

- 4.4 Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

Garden Refuse

- 4.5 Garden refuse generated privately by an Owner must be placed in Metro plastic bags (to be purchased by Owner) and stacked on the pavement together with domestic refuse on the day of the week appointed for collection by Metro of domestic refuse. Garden refuse may not be put out on any day other than the appointed one nor overnight nor over weekends.

Revamped/Refurbished Gardens

- 4.6 The installation of gardens to be revamped/refurbished/relaid shall comply with the approval, plans, procedures and guidelines as laid down by the Association, and each new garden shall be continuously maintained by the Owner [usually by acting through the installer] for a "growing-in" period of six months after its initial completion prior to such garden being handed over for general basic maintenance under the Association's scheme and such handover shall be subject to a satisfactory "certificate of acceptability" being issued by the Association.

Removal/Cutting Down of Trees

- 4.7 The removal of or cutting down of trees is not permitted without prior written permission from the Association. Such permission will not be granted lightly.

5 THE RIGHT TO KEEP AND THE CONTROL OF PETS/ANIMALS

- 5.1 Local Authority bye-laws relating to pets must be complied with (i.e. licensing/ numbers/inoculations etc.)
- 5.2 Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-
- 5.2.1 Written permission must be obtained from the Association. *(This permission will not be unreasonably withheld provided compliance with the rules is satisfied).*
- 5.2.2 No more than TWO dogs are permitted per household. **NO CATS ARE ALLOWED**
- 5.2.3 Dogs must be of a breed, size and disposition suitable, in the opinion of the Association, to the area of the property to be fenced.
- 5.2.4 All bitches must be spayed. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 5.2.5 Each dog must at all times wear a collar with a name tag indicating the Owner's name and telephone number
- 5.2.6 Only small caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Parrots, parakeets and other loud squawking/screeching/talking birds will be subject to special noise restrictions. Aviaries are not permitted.
- 5.2.7 Pigeons, poultry, peacocks, wild animals, livestock, rabbits, snakes, reptiles and the like are not allowed to be kept on the Estate.
- 5.3 Dogs must be kept in an adequately sized and contained area within the Owner's property and when outside the Owner's property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the golf course. (Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the Owner's account).
- 5.4 Fouling by pets of property belonging to the Estate, the Golf Course or to other Owners must be removed immediately by the responsible Owner. *(For this purpose Owners are advised to carry a scooper or plastic bags whenever walking their pets outside of their own property).*
- 5.5 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for an extended period of more than a few hours. In the event of a resident of the Estate complaining in writing to the Association that a pet barking, howling, squawking, etc. constitutes a nuisance, the Rules and Discipline Committee will investigate the matter, make a finding and recommendation to the Board which may make an order including that the pet shall, forthwith be removed from the Estate, which order shall be final and binding.
- 5.6 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association.

6. SECURITY

General Security Provisions:

- 6.1 All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. [*Details of the full security procedures are available at the offices of the Association*].

Private House or Personal Guarding arrangements, additional to the overall security system operated by the Association, may be arranged but only through the security company contracted to the Estate. Any such additional service will be for the Owner's personal account directly with the supplier.

House Alarm systems [silent] may be installed, if considered necessary by the Owner, but such alarms MUST be linked only through the Association's security and monitoring system.

Reporting to Security

- 6.2 Security is a shared responsibility. Members must report to security any suspicious unlawful occurrence immediately it is seen or perceived.

Registration

- 6.3 Every Resident requiring individual access to the Estate must apply for registration at the offices of the Association for a personally encoded proximity access disc. Such application must be accompanied by the individual's identity document and the payment (as set from time to time) for the purchase of a disc/card. Access discs/cards may be requested for juveniles or other family members but shall be subject to the approval of the Security Committee and, if granted, to the set payment.

Access Discs/Cards

- 6.4 Each person having an access disc/card shall be fully responsible for its proper use and safe keeping and shall not permit the use thereof by unauthorised persons.

It should be noted that:

- *all exit/entry movements are recorded on the Security computer and are identifiable to an individual.*

Access discs/cards are limited to ONE PER QUALIFYING RESIDENT, and are for PERSONAL USE. They are not supplied as access tickets for cars.

The loss of an access disc/card must be reported immediately [in order that the disc/card may be made invalid] and a new disc/card must be requested and for which there is a charge.

Employees

- 6.5 Prior to being engaged to work in the Estate, the Resident shall apply for registration of any proposed permanent or part-time domestic workers, maids, general assistants, cleaners, gardeners, etc. Such application shall be accompanied by each employee's I.D. book and the payment for the purchase of a disc/card. Such registrations shall be subject to clearance by Security and/or the Security Committee. Employees access discs/cards may not be taken off the Estate. On entering, the disc/card shall be collected at the gate for clearance and swiping. On exiting the disc/card shall be swiped and returned to the guard at the gate for safe keeping.

Casual Workers

- 6.6 Casual workers must be escorted by the Resident and recorded in and out at the gate each day. Where a casual worker is required to have access for more than one day the Resident must obtain a written permit from the Offices. For a duration of more than five days the Resident must register the worker and purchase an access disc/card.

Visitors/Services/Deliveries

- 6.7 Residents must notify Security IN ADVANCE (either by telephoning the security office or by visiting the nearest gate) of the pending arrival of visitors, repair services, deliveries and the like. The number of the gate at which the visitor is expected should be reported as well as the name of the visitor/company and the expected time of arrival.

(Following this procedure the visitor will be handed a registered encoded entry disc/card which will be

required to be handed back when exiting.)

Should a visitor arrive unannounced at a gate, the guard is under instruction to request the Security Control Room to telephone the Resident being visited in order to seek permission to allow the visitors access to the Estate. Should the Resident be unavailable the visitor will not be allowed entry.

Residential Guests

- 6.8 Where Owners have guests legitimately staying with them for a short period of time not exceeding twelve days and temporary personal access for such guests is required, the responsible Resident shall make special application to the Association's office for limited period access discs/cards and pay a deposit which will be refunded provided the discs/cards are returned within five working days of their expiry date.

Owners having Guests residing with them for periods longer than 12 days and requiring access shall apply to the Association for registration and discs/cards as for full time residents. (See clause 6.3)

Procedures at Gates and Booms

- 6.9 Every Resident shall stop at all security control gates and all internal booms and then "show" the access disc/card to the "reader" and then proceed when the boom opens.
- 6.10 Should the automatic system not be operating then the Resident must liaise with the guard for the appropriate action.
- 6.11 Should any Resident not have his access disc/card in his possession when requiring to enter, or exit the Estate then such Resident shall be required to complete in full detail a special "NO DISC/CARD - ACCESS REQUEST FORM" prior to getting permission from the Guard to proceed.
- 6.12 Tailgating (ie. Proceeding through the gates/booms when they are operated by the car in front of you) is prohibited.

Late Night Exiting

- 6.13 Residents and or Visitors or any other persons exiting the Estate after a certain late hour at night, or in the early hours of the morning, may be required to undergo, at the gate, a security check confirming that everything is in order.

Residents Responsible

- 6.14 Residents/Owners shall be responsible for the behaviour and the compliance with all the rules and security requirements of the Estate by all their invitees, guests, family members and tenants who gain access to the Estate under their authority. Default by any such persons shall be construed as a default by the responsible Resident.

Guarding Service

- 6.15 Any dissatisfaction with, or complaint against, any guard or security service must be put to the Control Room Supervisor or the Estate Manager.
- 6.16 The Guards on the Estate have very specific jobs to do under strict rules. Abuse of guards by residents cannot be countenanced and is strictly prohibited.

7. LEVY PAYMENTS

- 7.1 Owners must pay levies in full and in advance by the 1st day of each and every month.
- 7.2 Owners in arrears at the 7th of the month shall pay interest, [at 3% above the current prime overdraft rate of the Standard Bank of South Africa], and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- 7.3 Owners in arrears after the 7th of the month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.
- [In exceptional circumstances, where an Owner may have a singular problem regarding payment of dues, he may approach the Association with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Board].*
- 7.4 Owners who are persistently late with payments of levies [beyond the stipulations in 7.1 and 7.2 above] shall be levied a penalty lump sum [as determined from time to time by the Board and in addition to the interest for late payment] for the third month and each following month of late payment. [Such penalty lump sum shall be irrespective and independent of any actions taken under clause 7.3 hereof].
- 7.5 All debts [of whatsoever nature including but not limited to interest, fines, penalties, collection fees and charges payable in terms of these Rules] due by an Owner to the Association shall be included in the levy account and deemed to be part of the levy due by the Owner and subject to the Rules applicable to levies.
- 7.6 Levy amounts may not be reduced against real or perceived, partial or non-provision of services nor for any other reason unless previously discussed with and sanctioned by the Association in writing.
- 7.7 Owners who are 'away' at month-end must make arrangements to ensure that the levy is paid by due date. [Being "on holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of levies].

Members are encouraged to effect payment by way of debit orders which can be signed at the offices of the Association and which are controlled by the Association and submitted to the Bank via the Association's monthly electronic advice.

8. EMPLOYEES OF RESIDENTS

For the purpose of these rules “Employees” shall be defined as any assistant paid by the Resident/Owner to perform any duty in or about the Owner’s property.

Around the Estate

- 8.1 Employees must utilise the recognised roads and pathways to get to their place of employment and they are not permitted to wander around the estate or across the golf course.

No Visitors

- 8.2 Employees are not permitted to receive personal visitors on the Estate.

No Overnight Stays

- 8.3 Employees are not permitted to stay overnight on the Estate. *(It must be noted that “employees quarters” as such are not permitted.)*

Relaxation for Overnight Stay

- 8.4 Under special circumstances, prior application may be made to the Board of the Association, via the Estate Manager, for relaxation to this rule. Relaxation is not a right and will not be granted lightly. Any consideration for relaxation will be centered on: degree of necessity, duration of requested stay, implications on neighbours and on the Estate in general; possible abuse of the system and of the spirit of the rule; and any other factors which in the opinion of the Board may have relevance. Should any form of relaxation be granted it will be for a once-off limited duration only and not as a regular matter of course. No reasons for granting or refusing relaxation need be given by the Board. Should any relaxation to this rule be granted, then the employee shall reside inside the Owner’s house as part of the family. From time to time at its sole discretion the Board may lay down principles covering special requests for employees catering for common needs such as medical/nursing/companion/baby sitting.

Au Pairs

- 8.5 *(Full-time sleep-in “nannies” are not allowed under the terms of the above rules. However, under certain circumstances, the use of Au Pairs may be allowed).*

Prior to the proposed hosting of “Au Pairs”, any Resident contemplating such action must apply to the Association when the full strict regulations covering such employees will be made known to the applicant. It must be noted that the use of Au Pairs is governed by international rules as cultural exchanges. Only after acknowledgement and agreement by the applicant to comply with all the requirements, will a request be considered by the Association.

9. ESTATE FACILITIES

The Club buildings, parking areas, squash courts, bowling greens, tennis courts and the golf course itself, are not part of the residential estate, and therefore do not fall under the jurisdiction of the Association.

Mount Edgecombe Country Club and Golf Course

9.1 The Association's Rules regarding the Club and Golf Course are as follows:

9.1.1 For every residence (unit) on the Estate the Owner (or the Nominee Owner where there is multiple ownership) shall be an obligatory member of the Club and membership resignation is not permitted as long as remaining an owner on the Estate. (Other family members of the Owner may/shall join the Club if/as required.)

(See section 11 for requirements of Club Membership for Lessees/Tenants)

9.1.2 Members shall not conduct themselves in such a way as to interfere with or disturb or in any other way cause a nuisance to any person legitimately playing golf on the golf course.

9.1.3 Members shall at all times abide by all the Rules of the Club in force from time to time and particular reference to such rules must be made regarding walking/riding on the Course, times of play, restrictions on children and "playing a few holes in the early morning or late afternoon", etc.

9.1.4 The collection of, or diving for, golf balls is strictly prohibited.

Estate Community Centres

9.2 The Association's Rules regarding the Community Centres are as follows:

9.2.1 General

9.2.1.1 The Community buildings, pools and tennis court are for the recreational use of estate residents and their guests only.

9.2.1.2 These facilities may be booked through the Association's office for special Estate community social functions/events.

9.2.1.3 Under no circumstances may the community furniture be removed from the facility. It is the duty of whoever uses the facility, to clear away all rubbish and stack away the cushions and chairs, and to leave the place in a clean and tidy condition.

9.2.1.4 The facilities may not be used by outsiders, nor may they be used by anyone for financial gain, or for political or religious gatherings.

9.2.1.5 Children under the age of 10 years must be continuously accompanied by an adult.

9.2.1.6 Pets are not allowed around the poolside or in the pools or on the tennis court.

9.2.1.7 Radios and music players, if used around the facilities, should only be at very soft and muted volumes.

9.2.1.8 The use of the centres, pools and tennis court must be done in such a way so as not to create an unreasonable nuisance or disturbance to those residents living in close proximity.

Swimming Pools

- 9.2.2.1 Swimming will be allowed only between the hours of 06h30 and 21h00.
- 9.2.2.2 Pool furniture must not be removed from the facility.
- 9.2.2.3 No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users.
- 9.2.2.4 Pool cleaning equipment, pumps, piping, etc. may NOT be used or moved by residents, and only the appointed persons (outside agents or Association Staff) may operate the equipment.
- 9.2.2.5 Gates to the pools must be kept closed at all times and the fencing is not to be bent, destroyed or moved.
- 9.2.2.6 Surfboards, cold drink cans and hard objects of any sort are totally prohibited in the pools.

9.2.3 **Tennis Court**

- 9.2.3.1 Playing of tennis will be allowed only during the hours of 06h30 and sunset.
- 9.2.3.2 No person shall be permitted to play on the tennis court unless dressed in the regulation tennis attire and shoes, or as prescribed by the Association.
- 9.2.3.3 Tennis balls and racquets must be provided by the players.
- 9.2.3.4 The tennis net must not be removed. Should the net require any attention a request must be made to the Association's office for assistance.
- 9.2.3.5 Should Residents wish to reserve the court it may be booked, no more than one week in advance, on the booking sheets displayed on the court.

Open Spaces (Use of and conduct)

9.3 The Association's Rules regarding open spaces are as follows:

- 9.3.1 The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaiing at an authorised function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.
- 9.3.2 Disturbing, collecting or destroying of plant material is prohibited except by authorisation from the Association.
- 9.3.3 Disturbing, harming or destroying any wild animals or birds is prohibited.
(Should wild animals become a nuisance, the problem should be brought to the attention of the Association).
- 9.3.4 The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 9.3.5 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided
- 9.3.6 The polluting of any lake, dam, pond or stream is prohibited.
- 9.3.7 Horse riding on the Estate is not permitted and no horse may be brought onto the Estate. *(This rule shall not apply to the use of horses by the appointed security company, should it be decided necessary to accomplish security duties).*
- 9.3.8 Most of the larger dams on the property are part of the golf course and not the Estate, therefore rules regarding these dams are regulated by the Club.

- 9.3.9 Lakes/streams/dams, etc., where they are part of the Estate, have a certain area of “common property” around them, and residents are required to exercise respect and not to intrude on the privacy of residents whose properties front onto the lakes.
- 9.3.10 Camping is not permitted anywhere within the Estate.
- 9.3.11 Picnicking is not permitted on any common property under the jurisdiction of the Association.
- 9.3.12 Boating is not permitted on any dam/lake/stream under the jurisdiction of either the Association or the Club.
- 9.3.13 Fishing is prohibited in any dam/lake/stream under the jurisdiction of either the Association or the Club. (*Fishing in dams under the jurisdiction of the Club may be allowed on certain occasions, or under certain conditions as determined by the Club*).
- 9.3.14 Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited, save in self-defence or where authorised, in special circumstances, by the Association.

10. GENERAL

10.1 Acceptable Conduct

- 10.1.1 Respect and general consideration by all members for all other members and all users of the Estate shall be exercised at all times.
- 10.1.2 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other member(s), or his/her/their rights, in any manner deemed by the Association to be unacceptable to harmonious living, is strictly prohibited.

10.2 General Estate Standards

- 10.2.1 Verandah/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or items of similar nature, which in the opinion of the Board, are aesthetically unpleasing or uncomplementary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.
- 10.2.2 Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.
- 10.2.3 Signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, and the like).
[This rule shall not apply to the regulation notice board required by the Project Guidelines for the erection of or alterations to units nor to the Security signs depicting zones or warnings on the perimeter fence]
- 10.2.4 All decorative house name boards must conform as to size, colour and position, with the requirements of the Association.
- 10.2.5 No flags or flag poles may be displayed or erected on private residential units on the Estate.
[This rule shall not apply to the Association, Club or any Commercial Property provided the approval of the board of the Association is obtained].
- 10.2.6 The positioning of satellite dishes, any external T.V. or radio aerials and all external air conditioners must be authorised by the Association prior to installation.
- 10.2.7 The use of any kind of shade cloth, if visible to the public, neighbours or golfers, is prohibited. *[This clause shall not apply to the required screening of building alteration work]*
- 10.2.8 The style and colour of external awnings are controlled by the Association and authorisation for their erection must be obtained prior to installation.
- 10.2.9 Private Swimming Pools. Plans for any proposed private pool must be submitted to the Association and then to the Local Authority for approval. All pools are required to be fenced in accordance with the Local Authorities' regulations. Specifications of the type of fencing permitted on the Estate are obtainable from the Association's office. Pools must be kept clean and fresh at all times.

10.3 **Functions**

*Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is **DISCOURAGED** for reasons of disruption to security, parking problems and the general disturbance of and inconvenience to other residents.*

In an estate such as ours, the obvious place to hold a function is at the club – it is in the correct position close to the main gate with plenty of parking and is specifically equipped and geared to handle all requirements.

For the purpose of the following clauses “functions” shall mean any celebratory function, party, meeting, ceremony, reception, event, or gathering, etc. where more than 30 people may be attending.

- 10.3.1 Special permission for the holding within the Estate of a function where more than 30 people may be attending, must be timeously sought prior to the proposed date of such function. Such permission will not be lightly given and in the unlikely event of sanction being granted, cognisance shall be taken by the Association of position of residence in relation to gates and to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as any other matter of import to the situation all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the Board.
- 10.3.2 Restrictions imposed by the Board on any function shall be strictly adhered to.

10.4 **Sundry Restrictions on the Estate**

- 10.4.1 Private, religious or commercial advertising notices, pamphlets, signs, publicity material or brochures are NOT permitted to be distributed or displayed. *(This rule shall not apply to legitimate notices to residents from the Association or from the Club).*
- 10.4.2 Canvassing for, or the promotion of, political parties or religious bodies is NOT permitted on the Estate.
- 10.4.3 Public auctions, jumble sales or any form of sales on any property are not permitted (other than with the prior written permission of the Association).
- 10.4.4 Lighting or letting off of any form of fireworks is prohibited at all times.
- 10.4.5 Slaughtering of animals, birds or reptiles is prohibited.
- 10.4.6 Burial of carcasses anywhere on the property is not permitted and their disposal shall be the responsibility of the Owner through private arrangement with the Local Authority and the cost thereof shall be for the Owner.
- 10.4.7 Curing of meat, skins, fish or reptiles is prohibited.

10.5 **Use of Roads/Vehicles**

The roads throughout the Estate are for the use of all, whether on foot, skates, cycles, golf carts, buses or trucks and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads but more particularly on all adults and especially parents with regard to educating their youngsters.

- 10.5.1 The speed limit throughout the Estate is 40 kilometres an hour.
- 10.5.2 Pedestrians must be given the right of way on the roads within the Estate and golfers must be given the right of way at their applicable crossings. Golf carts shall have the right of way over other vehicles within the Estate.

No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's licence. Engine powered vehicles, cars and motor cycles may be operated only on roads. (Sidewalks, open lawn areas and cart paths are 'out of bounds' to vehicles).

- 10.5.3 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.
- 10.5.4 The use of car hooters within the Estate is prohibited except in case of emergency warning.
- 10.5.5 Parking on sidewalks and open lawned areas or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.
- 10.5.6 All caravans, boats and trailers may be parked inside the Estate only with the written permission of the Association and only in areas suitably screened and approved by the Association.
- 10.5.7 No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of, and subject to special conditions as may be laid down by, the Association. (*This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations*).
- 10.5.8 Scooter bikes, beach or dune buggies, off road bikes, or any other motorised vehicles or scooters, etc. with noisy engines/exhausts may only be driven in a quiet manner to get between residences or to allow access from the gates to the residence and back.
- 10.5.9 Skates (skateboards, in-line skates, roller blades, roller skates, cycles etc.) may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating and get off the road when pedestrians or vehicles approach. The use by skaters of the road-dividing kerbs at gates is not permitted.
- 10.5.10 Golf carts may legally be driven by licensed drivers only. They may not be driven across lawns, on common property or around parking areas and must stay strictly on the internal Estate roads or on cart paths or on the golf course when playing a legitimate round of golf.
- 10.5.11 Accidents (Collisions) on the Estate involving damage to persons or property are incidents reportable to the police. It is the Owner's/Resident's responsibility to obtain comprehensive insurance in this regard covering their vehicles, golf carts, and damage to persons and to property. No claim in this respect may be brought against the Association.

10.6 **Refuse**

The collection and removal of domestic refuse is under the control of the Local Authority and is carried out at times and frequencies determined by them.

- 10.6.1 All domestic refuse shall be put in the plastic bags supplied by the Local Authority and kept in a bin, purchased by the Owner, in a suitable place within his property and screened from public or neighbour's view. On prescribed days and times the bags must be placed by the resident on the sidewalk outside the residence ready for collection. Bags may not be placed on the sidewalk on any other day nor on the night before collection days. (*Garden refuse may be put out with domestic refuse but in Metro plastic bags, purchased by the Owner, as directed under "Upkeep and Maintenance of Gardens."*)
- 10.6.2 In the case of Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service, the Owner shall make special arrangements with the local authority or a private contractor and all costs thereof shall be for the Owner's account.

11. LETTING/SELLING OF A UNIT

Prior to letting or selling, Owners should consult with the Association's Office in order to be fully au fait with all requirements and procedures.

11.1 Consent of the Association Required when Selling or Leasing

- 11.1.1 The consent to sell/transfer/lease/rent a property within the Estate must first be obtained by the Owner in writing from the Association by way of a clearance certificate. Such consent shall be subject to all dues having been fully paid and all other conditions of the Association, the Estate and the Club having been satisfactorily discharged.
- 11.1.2 Consent, as above, shall not be given unless and until the Association is satisfied that the prospective new nominee Owner or nominee Lessee has been accepted for Membership of the Club or is already a Member of the Club.
- 11.1.3 The Owner requesting consent, as above, shall himself determine that the proposed new Owners or Tenants are of suitable standing befitting the Estate and the Club.
- 11.1.4 Under no circumstances may units be purchased or rented in order to provide accommodation for domestic employees.

11.2 Conditions for Leasing

- 11.2.1 An Owner wishing to lease his unit or any part of his unit must, along with his proposed tenant, complete the formalities, requirements and documents, as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of tenants.
- 11.2.2 The Owner must inform his tenants of the rules of the Estate and any contravention of the rules by any such tenants shall be deemed to be a contravention by the Owner.
- 11.2.3 Should any tenant be considered in the opinion of the Association to be or to have become unsuitable or undesirable, or should the nominee lessee cease to be a Member of the Club, the Owner shall on notification from the Board of the Association immediately serve such tenants with a notice to depart from the Estate within one month. No reasons for its opinion need be given by the Board. Any costs incurred through termination of any agreement with a tenant shall be for the Owner's account and no claim for loss or damages in this connection will be entertained by the Association.

11.3 Conditions for Selling or Transferring

- 11.3.1 An Owner wishing to sell or transfer his property must comply with all the requirements and special conditions as prescribed by the Association and for the installation of new Owners/Transferees.
- 11.3.2 New Owners/Transferees shall be obligatory members of the Association.
- 11.3.3 **Use of Estate Agencies**
 - 11.3.3.1 An Owner wishing to dispose of a unit within the Estate and who requires the services of an Estate Agency in regard to such disposal must arrange the sale through the Appointed Estate Agency/Agencies mandated by the Association.
 - 11.3.3.2 An Owner may use an "outside estate agency" not mandated by the Association, but such outside agency shall work only on a referral basis through the Association's mandated Agency/Agencies who will brief the outside agency as to the many conditions and requirements of the Estate and stipulations under which they will be required to operate. The commission for any resultant sale shall be by arrangement on a referral basis between the actual selling agency and the Association's Appointed Agency.

11.3.4 **Private Sales**

11.3.4.1 Where an owner wishes to sell privately and does not wish to use an Estate Agency this may be done provided it is a genuine private sale, but, in order to ensure all requirements of and obligations to the Association are met prior to the actual sale, the final sale documentation MUST be arranged through the Association's Office for which a fee is charged.

11.4 **Security Access**

Owners may not under any circumstances hand over their access discs to the new purchasers or tenants and such cards must be handed in at the Association's Office for cancellation. New purchasers and tenants must apply for and pay for their own new individually registered security access discs.

12. ALTERATIONS AND ADDITIONS TO A UNIT

- 12.1 Prior to embarking on any alterations and additions of any sort, the Owner must consult the Association's special notes setting out the requirements and procedures for such work and must abide by them.
- 12.2 The design, aesthetics and construction of all extensions, alterations to buildings and the addition of fences, plunge/swimming pools, gazebos and the installation of jaccuzis and the like shall strictly adhere to all the Association's requirements and to the comprehensive "Development Design Guidelines" and "Development Controls" pertaining to the particular village. (It should be noted that swimming pools are required to be fenced in accordance with the Local Authority's Bye-laws.)
- 12.3 The required plans, forms and details, as set out in the requirements, must be submitted, along with the request for approval, to the Association.
- 12.4 Once approval is obtained from the Association the plans must be submitted to the Local Authority for their approval. (It being a condition that the Association's prior approval is submitted to the Local Authority).
- 12.5 No construction or installation may commence prior to the full Association and Local Authority approvals having been received.
- 12.6 New work consisting of extended or altered floor area may not be occupied without it first being granted the Local Authority's "Occupation Certificate".

13. FAILURE TO COMPLY WITH THE RULES

- 13.1 Failure by an Owner to comply with any provisions of any rules may result in:
- a call for an explanation and/or an apology
and/or
 - a reprimand and a request to comply
and/or
 - the imposition of a fine
and/or
 - the withdrawal of any previously given consent applicable to the particular matter
and/or
 - an order to pay for any damages resulting from non-compliance with any rule
and/or
 - application to the Courts for the enforcement of the rule/s.
- 13.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Board of the Association, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.
- 13.3 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.
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