



VICTORIA COUNTRY CLUB ESTATE HOUSE RULES

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VICTORIA COUNTRY CLUB ESTATE

HOUSE RULES

1. INTRODUCTION

The authority to make and enforce these House Rules is contained in Section 69 of the Memorandum of Incorporation of the Victoria Country Club Estate Master Home Owners MHOA NPC. The section provides, inter alia, that the MHOA shall be entitled to make rules and ensure compliance of those rules by way of a system of monetary fines or other penalties as may be agreed from time to time, and that the provisions of these House Rules are binding on all Members and on any person who enters the Estate with the authority of a Member including, without limiting the generality of this clause :

- 1.1 where the Member is a natural person, his or her family members, household partners, guests, tenants, employees or contractors; and
- 1.2 where the Member is a legal entity, all directors, shareholders, members, trustees, beneficiaries and their family members, household partners, guests, tenants, employees or contractors.

2. DELEGATION AND INTERPRETATION

2.1. In these House Rules unless it appears to the contrary either expressly or by necessary implication:

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|--------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1. | “ARC”
Directors | means the Architectural Review Committee appointed by the MHOA Board of |
| 2.1.2. | “Estate” | means Victoria Country Club Estate. |
| 2.1.3. | “Ezemvelo” | means Ezemvelo KZN Wildlife, whose head office is located in Queen Elizabeth Park |
| 2.1.4. | “GCs” | means green corridors; which are specifically designated areas of the Estate |
| 2.1.5. | “Member/s” | means any person who is the registered owner of a unit on the Estate. |
| 2.1.6. | “MHOA” | means Victoria Country Club Estate Master Homeowners Association |
| 2.1.7. | “MOI”
Association | means the Memorandum of Incorporation of the VCCE Master Homeowners
NPC. |
| 2.1.8 | “QEP” | means Queen Elizabeth Park, the 93 hectare nature reserve adjacent to the Estate. |
| 2.1.9 | “VCC” | means Victoria Country Club, which includes the golf course and clubhouse, and all sports, recreation and house facilities provided by the Club. |
| 2.1.10 | “Vehicle” | means a vehicle as defined in Section 1 of the Road Traffic Act No. 29 of 1989 and shall include petrol or battery driving golf carts. |

2.2 Unless the context otherwise requires :

- 2.2.1 words in the singular number shall include the plural and words in the plural number shall include the singular;
- 2.2.2 words importing the masculine gender shall include the female gender' and
- 2.2.3 words importing natural persons, shall include juristic persons, corporate entities and bodies corporate.

- 2.3 Each Member is responsible for compliance with these House Rules by all persons who are given access to the Estate by such Member, and a breach of the House Rules by any person given access to the Estate by the Member, shall be deemed to be a breach by the Member himself.
- 2.4 The MHOA may delegate any of its powers in terms of the House Rules to the Estate Manager, or any third party, upon such terms and conditions as it may deem fit.
- 2.5 The Estate Manager may delegate any of the powers so delegated to him to any person nominated by him for such purpose and upon such terms and conditions as he may deem fit.
- 2.6 The powers delegated in terms of 2.4 and 2.5 may at any time be withdrawn or amended by the MHOA.
- 2.7 Notwithstanding anything contained in these House Rules, any consent to be obtained by any Member from the MHOA must be obtained in writing.
- 2.8 In the event of there being any conflict between these House Rules and the MOI of the MHOA, then the MOI shall apply.

3. LEVIES AND FINANCIAL ADMINISTRATION

- 3.1. Levies will be set annually to reflect approved budgetary commitments and management obligations.
- 3.2. Members will at all times ensure that their levies are paid up to date and are paid by no later than the 1st (first) day of each month. The MHOA has the right to insist that a Member makes payment by debit order.
- 3.3. Fines will be included on levy accounts, and are payable on receipt of such account.
- 3.4. The MHOA will not issue a Levy Clearance Certificate on any property in the Estate unless all levies and fines are paid.
- 3.5. An Estate Manager, Estate Administrative Manager and a Finance Manager have been appointed to ensure that the affairs of the MHOA are properly managed, and all Members needs are met. Members shall ensure that the Estate management staff receive their full cooperation at all times.
- 3.6. External auditors have been appointed to conduct an annual audit of the MHOA accounts and financial management systems.

4. SECURITY

- 4.1 Members shall abide by the access security procedures laid down by the MHOA.
- 4.2 Should the services of any Members' employee be terminated, for whatever reasons, the MHOA must be notified immediately by the Member in order that de-registration may be effected and the employee's identity card be immediately invalidated.
- 4.3 Neither the MHOA nor its Security Contractor nor any of their Agents, or Employees shall be liable for any loss of life, injury, damage or loss of property suffered by any person.
- 4.4 The Security Company and/or Estate Security is the contracted Agent of the MHOA, not of individual Members. No Member/s may issue an instruction to Security Employees other than directly through the Estate Management.
- 4.5 NO abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions, will be tolerated.
- 4.6 Members installing their own alarm system on their property may do so subject to the following:
 - 4.6.1 The alarm must be silent
 - 4.6.2 The chosen Security Operator must abide by all the Rules of MHOA that may be applicable to such Operator and in particular but not limited to any instruction or request of Estate Security as well as all Estate Road Traffic Rules.
 - 4.6.3 The system provider must inform VCCE Security forthwith upon being alerted of any problem.
- 4.7 Each residential property shall be entitled to receive 2 access devices for the once off payment of the required fee. Any additional devices will only be given to additional bona fide residents of properties provided the Member can provide proof of that person's residence to the satisfaction of the MHOA.

- 4.8 No access devices shall be given to non-residents of the Estate, except by special application to the MHOA and in special circumstances.
- 4.9 Access devices are not transferable. Holders may not allow other individuals to gain possession or make use of their access device. Transfer from one person to another may only take place under the auspices of the MHOA.
- 4.10 A resident may not make use of an access device to allow the entry or exit of any person or vehicle other than the one in which they are travelling.
- 4.11 A resident shall at all times ensure that his access card(s) are kept in a safe place and shall notify the Estate Manager within 24 hours of any loss of an access card.

5. TRAFFIC/ROAD RULES / VEHICLES

The following rules apply to all Members :

- 5.1. No person shall drive any vehicle on any road within the Estate in excess of 30kph on an asphalt surface or 20kph on a brick-paved surface.
- 5.2. No person shall drive any vehicle at any place on the Estate except on demarcated roads.
- 5.3. Pedestrians and wildlife shall at all places and at all times have the right of way within the Estate, and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or wildlife to enjoy such right of way.
- 5.4. No person shall drive, or permit to be driven, any three or four-wheeled motor cycle or “quad bike” within the Estate.
- 5.5. No motor cycle shall be used for any purpose within the Estate, other than to gain access or egress from the Member’s home.
- 5.6. No vehicles, other than golf carts, shall at any time be driven on the golf course other than by VCC maintenance staff.
- 5.7. No person shall drive any vehicle within the Estate unless the vehicle is licenced and unless the driver holds a valid driver’s license as referred to in the National Road Traffic Act, No 93 of 1996.
- 5.8. No vehicle shall enter or leave the Estate, or any village in the Estate, at any point except at the vehicle entrance/exit gates except in special circumstances and then only with the consent or at the direction of the Estate Manager.
- 5.10 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the relevant entrance gate, provided however that the MHOA may issue to its Members a device enabling such Members to operate the vehicle entrance gates or booms themselves.
- 5.11 No Member shall permit the use of such gate or boom operating device except by another authorized Member, or the authorized guests or tenants of such Member.
- 5.12 Except where the aforesaid gate or boom operating device is employed, no vehicle shall enter the Estate except upon the production to the guard on duty at the Estate entrance of an identification card or disc issued by the MHOA as evidence that the occupants of such vehicle are entitled to enter the Estate, or alternatively in the event of the occupants of such vehicle wishing to enter the Estate as the invitees of an authorized resident or Member, upon the said guard having satisfied himself through reference to the authorized Member that the said vehicle occupants may be admitted to the Estate.
- 5.13 No person shall use any road within the Estate in such a manner as to constitute a danger or a nuisance to any other person, animal or property within the Estate.
- 5.14 No caravans, boats, trailers or heavy vehicles shall be brought onto the Estate without the written consent of and subject to such conditions as may be laid down by the MHOA.
- 5.15 No person shall park or store any caravan, boat, trailer or heavy vehicle anywhere on the Estate except with the consent of and at a place designated by the MHOA.
- 5.16 Should the MHOA declare that any caravan, trailer, boat, or other item or mechanical equipment that is stored on or about any property and / or within public view is detracting from the surroundings or the aesthetic appeal of the Estate, MHOA shall have the right to instruct the Member to remove or conceal such item.
- 5.17 All normal rules of the road, including all stipulations of Road Traffic Act No 29 of 1989, shall apply.

- 5.18 The use of car hooters within the Estate to beckon or attract anyone is prohibited.
- 5.19 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.
- 5.20 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.
- 5.21 No repairs to or dismantling of any vehicle may be carried out on the Estate or sectional title common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 5.22 Oil, grease or fluid must not be allowed to soil any portion of the common property and should this occur the owner shall be responsible to expeditiously clean and remove all traces.
- 5.23 No helicopter or drone, or any other means of aerial conveyance may be used on the Estate, or landed at any place on the Estate, except with the consent of and subject to any conditions as may be laid down by the MHOA.

6. GOLF COURSE and GOLF CARTS

- 6.1 VCC is an independent member's Club, governed by a constitution. All MHOA Members are obliged to become members of the VCC and are obliged to remain members for as long as they remain Members of the MHOA, i.e. for as long as they are property owners on the Estate. Where the member of VCC is a legal personae, then the member shall elect a natural person as its representative to be a VCC Member, who shall either be a shareholder, member or beneficiary of the legal personae.
- 6.2 All MHOA Members are obliged to abide by the rules and stipulations of the VCC constitution, and to conform to any rules or stipulations as may be laid down by VCC management from time to time.
- 6.3 VCC has its own Rules which must be adhered to at all times by Members. A copy of the VCC Rules are available from the VCC or the MHOA.
- 6.4 Certain of the VCC Rules which pertain to Members are the following :
 - 6.4.1 Drivers of a golf cart on golf course property must be in possession of a valid motor vehicle driver's licence or a certificate of competency issued by the Director of Golf of VCC. No certificate of competency will be issued to anyone under the age of 16 years.
 - 6.4.2 Drivers of a golf cart may only enter and exit the course at approved access points and, where relevant, must follow the prescribed route directions. Golf carts may NOT be driven onto areas surrounding the greens and tee boxes.
 - 6.4.3 "Normal golfing hours" vary during the year depending on the seasons, the day of the week, and the nature of golf events being played. It is therefore not practical to stipulate specific times at which normal golf hours commence and end.
 - 6.4.4 Members may access the golf course for recreational purposes provided they do not in any way obstruct the activities of people playing golf (See para 6.8).
 - 6.4.5 Members who have purchased unlimited rounds of golf may play casual golf (defined as playing fewer than nine holes of golf, not necessarily in numeric sequence) after the completion of formal golf activities each day. Such members will be required to display appropriate identification for purposes of proving that they have purchased unlimited rounds.
- 6.5 Members who have purchased unlimited rounds of golf may practice on the course after the completion of formal golf activities provided that they do not impede members playing golf. Such practice may only take place subject to the following conditions :
 - 6.5.1 No hitting shots off the tee boxes and fairways
 - 6.5.2 No hitting shots onto greens or towards the green complex as a target.
 - 6.5.3 Greens may only be used for putting and very short chips (no more than three metres from the edge of the green).

- 6.5.4 No practicing out of greenside bunkers
- 6.5.5 No shots may be played which may endanger any person engaged in any other approved recreational activity on the course.

- 6.6 Members may fish the dams (on a catch and release basis only) before 7.30am throughout the year or after 4.30pm and 5.30pm in winter and summer respectively. Members engaged in fishing activities must ensure that they do not in any way impede the activities of people playing golf. Members engaged in fishing activities do so at their own risk and indemnify the VCC against any loss or claim resulting from such activities.
- 6.7 No person is permitted to swim in any of the dams which are not fenced or monitored. The MHOA or accepts no responsibility for any incident (including loss of life) which may occur.
- 6.8 Members may run, walk or cycle on the course before 7.30am and after 5.00pm in summer or before 8.00am and after 4.30pm in winter, but may not in any way impede the activities of people playing golf. Members engaged in such activities do so at their own risk and indemnify the VCC against any loss or claim resulting from such activities.
- 6.9 Member's dogs are not allowed on the golf course unless they are on a lead. People walking dogs on the course are also required to clean up should their dogs defecate on the course.
- 6.10 The golf course may not be used for any recreational activities other than those referred to above without specific approval from the golf committee for any other activity.
- 6.11 Member access to the golf course shall be governed by the rules of such access as agreed by the MHOA and VCC from time to time.
- 6.12 Members shall not behave in any way so as to cause a disturbance to the enjoyment of the golf course by VCC Members or visitors.
- 6.13 Members shall not interfere with any VCC employees in the course of their duties, nor shall Members request any assistance from VCC employees for work on their private property.
- 6.14 Members shall use only designated access and exit points to the course when operating a golf cart, unless they have prior written approval to do so from the MHOA and VCC.
- 6.15 Members shall maintain the boundary between their properties and the golf course in a suitable fashion as laid down by the MHOA from time to time.
- 6.16 Members shall not drive any vehicle, other than a golf cart, on the golf course.
- 6.17 Golf carts that are operated within the Estate are required to be registered with the MHOA.
- 6.18 Upon completion of the registration documents, the Registration Stickers must be displayed in a conspicuous position on the Cart at all times. Any cart found on the Estate not displaying the stickers may be fined or impounded. (This is different to registration with VCC).

7. GOLF CLUB MEMBERSHIP

- 7.1 Members are obligated to become a Member of VCC, and to remain a Member of VCC as long as they are Members of the MHOA.
- 7.2 Members must ensure that they comply with this obligation. The MHOA will issue fines and/or take legal action to ensure compliance.
- 7.3 Members must ensure that they comply with all VCC management and constitutional rules and regulations, and that they behave as responsible VCC Members at all times.

8. PETS AND WILDLIFE POLICY

- 8.1 The Developer has established a Pets and Wildlife Policy in consultation with Ezemvelo.
- 8.2 A maximum of 2 dogs will be allowed per household, with a maximum allowable weight per dog of 20kg.
- 8.3 No pets may be kept by anyone residing in a Sectional Title unit unless that pet owner has obtained the prior written approval of the Body Corporate and MHOA.
- 8.4 Cats may be kept in certain areas of the Estate remote from QEP. Strict conditions of enclosure and control may be applied if such permission is granted.
- 8.5 No pets of any kind may be kept by tenants.
- 8.6 No pets are allowed on the roads, common areas or the golf course, unattended. Such animals will be deemed as strays and removed from the Estate to protect the safety of residents or to prevent them from becoming a nuisance.
- 8.7 Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property, which enclosure must be in line with the Architectural Guidelines before any dog is introduced to VCCE.
- 8.8 Pets must at all times wear a collar with a tag indicating the Owner's contact details. Pets found without tags may be removed from the Estate.
- 8.9 Formal written application to, and approval of the MHOA will be required prior to the introduction of any pet onto the Estate.
- 8.10 Photographic identification of all pets must be submitted with the written application.
- 8.11 Veterinary inoculation certificates must accompany written applications, and must be updated annually.
- 8.12 Dogs are to be walked on a leash at all times on the Estate and golf course. The Nature Reserve areas are out of bounds for all domestic animals.
- 8.13 Dog faeces are to be picked up immediately by the owner, removed in a suitable container, and properly disposed of.
- 8.14 Members shall ensure that their pets are not the cause of disturbance to their neighbours or any other person on the Estate.
- 8.15 Should any domestic animal prove to be a continual nuisance to other residents or the golfers, the MHOA may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the MHOA may impose penalties or procure its removal from VCCE and recover any costs from the Member concerned.
- 8.16 Excessive barking, and the chasing or attacking of birds, wild animals, vehicles or pedestrians, is strictly forbidden.
- 8.17 No other pets including snakes, rodents or any other domesticated or wild animal species may be kept under any circumstances.
- 8.18 The MHOA will enforce the above rules by the application of the following specific set of penalties :
 - 8.18.1 Any breach of any one of the above rules will result in the immediate imposition by the MHOA on the Member of a fine and/or the forced removal of the domestic animal.
 - 8.18.2 Should a dog be found loose in a proclaimed nature reserve area under the jurisdiction of Ezemvelo staff, such staff have the authority to shoot the animal, and the Member must accept the risks involved in keeping a dog on the Estate under these conditions.
 - 8.18.3 Should a dog be found loose anywhere on the Estate, a penalty will apply to the first offence. Any single subsequent offence will result in the forced removal of the animal.
 - 8.18.4 Should a dog attack, harm or kill any wild animal, the owner of the dog will pay a fine and will be required to carry the additional costs of treating or replacing the wild animal. Any subsequent incidents will result in the destruction or forced removal of the dog.

8.18.5 Should a wild animal be attacked anywhere on the Estate without the identity of the culprit dog being known, Ezemvelo and the MHOA reserve the right to revise the policy regarding the allowance of dogs in the area of the attack, or in the entire Estate area should the problem be of a serious or escalating nature.

9 The policies and penalties regarding pets and wildlife are made in consultation with Ezemvelo and VCC.

9. BEHAVIOUR

- 9.1 Estate living is different to suburban living, involving a more structured approach to behavioral norms so as to ensure the comfort and enjoyment of all Members and the Estate's neighbours. The MHOA is responsible for the promulgation and enforcement of the House Rules, and for their revision from time to time.
- 9.2 Any Member or person who contravenes or fails to comply with any provision of these House Rules, shall be deemed to have breached these House Rules and will be liable to a penalty, which amount will be determined from time to time, and which penalty shall be decided upon by a Fining Committee consisting of the Estate Manager together with two other Members appointed by the MHOA from time to time.
- 9.3 Any person who continuously or repetitively contravenes or fails to comply with any provision of these House Rules, shall be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.
- 9.4 The sound volume of music, TV's, Video / DVD players and/or any other instrument or device shall be maintained at a level so as not to be heard on adjoining properties and no person may allow noise levels on their property to be a nuisance to adjoining or surrounding property Owners.
- 9.5 The use of power tools, lawnmowers, leaf blowers and the like are not permitted on Sundays or Public Holidays and may only be used between the hours of 8am and 6pm Monday to Friday and 8am to 2pm on Saturdays.
- 9.6 No Member shall accommodate, or allow to be accommodated more than 2 persons per bedroom (including domestic quarters).
- 9.7 Notwithstanding the provisions of 12.9, the MHOA may after written application from a Member allow more than the above prescribed maximum number of persons to be accommodated in any dwelling on the Estate, on a temporary basis i.e. holiday guests.

10 PLAN APPROVALS

- 10.1 A building plan approval process is laid out in the Estate Architectural Guidelines.
- 10.2 An Architectural Review Committee has been appointed which must approve all architectural designs and working drawings for new buildings and building alterations.
- 10.3 The MHOA, the ARC and the Estate Manager will enforce compliance with the Estate Architectural Guidelines and ARC decisions.
- 10.4 Nothing may be placed on or attached to a dwelling or any other structure without the written approval of the MHOA. This includes air conditioning units, awnings, pergolas, satellite dishes, aerials. (Specifications for types and colours of approved awnings are obtainable from the Estate Office)
- 10.5 Requirements for generators, heat pumps, JoJo water tanks and the like are contained in the Architectural Guidelines, and their location and fitment is subject to the prior written approval of the MHOA.
- 10.6 No external or garden lights may shine outwards or be of any colour other than white. All external lighting must shine inwards, upwards or downwards. Spotlights or floodlights may only be installed and used with ARC approval and subject to not interfering with other Members' rights, specifically neighbours.

11 BUILDING OPERATIONS

- 11.1 A building performance monitoring process laid out in the Estate Building Performance Agreement has been established, which must be signed by the Member, Builder and principal agent before construction can commence.
- 11.2 The MHOA and Estate Manager will enforce compliance with the Building Performance Agreements for any construction work that takes place.
- 11.3 The MHOA shall ensure that any fines or other punitive or remedial measures instituted by the Estate Manager in response to the failure of a Member to comply with these provisions, is enforced through appropriate legal process.

12 LANDSCAPING

- 12.1 Only indigenous plants from the approved planting palette shall be used on the Estate. Members shall ensure that all private and common gardens and areas are planted only with approved grasses, plants, shrubs and trees.
- 12.2 Members shall ensure that all landscaping is integrated with the GCs and natural habitats through planting and shaping of land according to MHOA guidelines and instructions.
- 12.3 Members shall use only landscapers approved by the MHOA for both landscaping establishment and periodic or regular maintenance unless written permission has been obtained from the MHOA.
- 12.4 Members shall take all necessary steps to remove at their own cost all alien vegetation occurring on their properties on a regular basis as per MHOA instruction, whether or not their properties have been developed.
- 12.5 Members shall ensure that all gardens and open spaces are kept free of alien vegetation infestation, and that indigenous vegetation is constantly maintained and replaced wherever necessary.
- 12.6 Should a Member fail to maintain their property, whether developed or not, the MHOA may clear and neaten the property at the Member's costs.
- 12.7 Members shall ensure that any landscaper appointed by them to carry out any work on the Estate is fully acquainted with all aspects of this Environmental Management Plan.
- 12.8 Vacant sites will be cleared by the MHOA at its discretion at the Member's costs which will be included in the levy payable by the Member.

13 REFUSE MANAGEMENT

- 13.1 The removal of domestic and other refuse shall be under the control of the MHOA who may, in exercising their responsibilities in this regard, lay down from time to time by notice in writing to all persons concerned stipulations including the following:
 - 13.1.1 the type and sizes of refuse containers to be obtained or used
 - 13.1.2 the placing of such containers
 - 13.1.3 the charge for such containers and/or refuse collection
- 13.2 Every Member or occupier of a dwelling on the Estate shall ensure that such stipulations are adhered to at all times.
- 13.3 No person shall keep or store any refuse of any nature within or outside his or her dwelling except in approved containers.
- 13.4 No person shall store any material on the Estate which could be of a toxic nature either to persons, animals or the environment, without written permission from the MHOA. Any such material stored with permission, shall be properly stored in a manner appropriate to applicable standards of safety.
- 13.5 Containers shall not be kept in any place except as are designated by the MHOA from time to time.

- 13.6 Where in the opinion of the MHOA any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal service contracted, the MHOA may issue such instructions to the Member for the removal of such refuse as it sees fit.
- 13.7 Any Member having to dispose of an animal carcass, shall notify the MHOA and any relevant authority, and shall ensure that such carcass is disposed of in the manner required by the MHOA and/or such relevant authority

14 OPEN SPACE

- 14.1 “Open space” within the Estate boundaries shall mean any area in the Estate not covered by a building, private property or exclusive use area, which has been transferred to the MHOA as common property. Various open spaces have been created on the Estate, or exist on the Estate or within areas accessible by residents in the Estate, for the purposes of providing recreational areas for the benefit of Estate residents, and suitable habitats for the establishment and sustenance of biodiversity.
- 14.2 Both QEP and the VCC golf course are “open spaces” integrated with the Estate, established for the benefit of the public and club Members or visitors respectively.
- 14.3 These “open space” areas will be managed by an Environmental Co-Management Body (“ECB”) which will apply the rules and policies of the Estate Environmental Management Plan (“EMP”). Members are bound by the EMP, which is to be read in conjunction with these House Rules. In addition to anything contained in the EMP, the following House Rules also apply, and may be amended from time to time : -
- 14.3.1 No person shall anywhere on or within any common areas and/or open spaces of the Estate or adjacent golf course and QEP properties disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent or on the instructions of the MHOA. The provisions of this clause shall not apply to any exclusive use or privately owned areas or gardens.
- 14.3.2 No protected indigenous trees or environmental assets either in an open space, on or near a property boundary, or within a privately owned property, may be damaged, destroyed or relocated without the written approval of the MHOA and the ECB, whose instructions with regard thereto must be strictly complied with.
- 14.3.3 Only plants approved by the MHOA and/or the ECB may be planted anywhere on the Estate, and a planting palette is available from the Estate offices in this regard.
- 14.3.4 It is the irreversible policy of the Estate to create an integrated and sustainable indigenous environment comprising a network of linked open spaces throughout the Estate. Corridors between dwellings, and garden areas, are vital components of this linked environment. All landscaping on private property must be integrated with the open spaces, and it is the obligation of Members and their landscapers to approach the Estate Manager in this regard, and to ensure that their landscaping and planting proposals achieve such integration. The Estate Manager must approve all such proposals prior to their implementation.
- 14.3.5 No camping or picnicking shall be permitted anywhere on the Estate, except at a place which has been specially designated for such purposes by the MHOA.
- 14.3.6 No person shall discard or dispose of any litter, domestic refuse or garden refuse or any disposable item of any nature whatsoever in any place in the Estate except such receptacles and in such places as may be designated and set aside for such purposes by the MHOA, or through such outside agencies as may be approved and contracted by the MHOA.
- 14.3.7 No person shall use any open space within the Estate in any manner which may unreasonably interfere with the use or enjoyment thereof by other Members or authorized persons.
- 14.3.8 No person shall use any open space, nor conduct himself or herself upon any open space within the Estate, in such a manner as may in the opinion of the MHOA be detrimental to the open space or the amenity of the open space.
- 14.3.9 The MHOA shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna of the open space, or for any other reason whatsoever, and no person shall enter such area without the written consent of the MHOA. Such areas shall be demarcated by the MHOA with suitable stakes and signage.

- 14.3.10 No trail or path in the open space shall be used except by pedestrians unless specifically designated for some other use by the MHOA.
- 14.3.11 Where the MHOA has entered into any agreement with any Member granting that Member the exclusive use and occupation of any area in the Estate, no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation as may have been granted by the MHOA.
- 14.3.12 No person shall enter, swim in or use any natural dam or water body in the Estate or golf course for any recreational purposes whatsoever. Members and residents, and their visitors and staff will take every precaution to ensure that no unaccompanied children are allowed access to the water at any time.
- 14.3.13 No person shall pollute or permit the pollution of any stream, water course, dam or water body within the Estate.

15 ENVIRONMENTAL MANAGEMENT

The Developer has established a philosophy and policy of sustainable and integrated development on the Estate.

15.1 EMP

- 15.1.1 The Developer and Ezemvelo have established an Environmental Management Plan (“EMP”) in accordance with applicable legislation and the Estate Conditions of Establishment. This EMP is a living document, and will be revised where necessary from time to time by the Environmental Co-Management Body described below.
- 15.1.2 The EMP regulates the manner in which the Estate and surrounding environment are to be protected and preserved by all Members and Estate stakeholders, and its provisions are to be totally adhered to by all Members.
- 15.1.3 The EMP covers many aspects of environmental management and protection on the Estate through the periods of construction of infrastructure, construction of dwellings and buildings, and operation of the Estate.

15.2 ECB

- 15.2.1 The Environmental Co-Management Body (“ECB”) has been established by the Developer in terms of the Estate Conditions of Establishment, and comprises representatives of Ezemvelo, VCC, and the MHOA. It meets on a regular basis as determined by its Members to discuss issues of common interest and concern, and to advise parent stakeholder structures on Estate environmental policy, and its implementation.
- 15.2.2 The ECB is authorized to issue policy instructions after due consultation and consensus achievement between the three stakeholders, which must be adhered to by all stakeholders and their Members.

16. GREEN CORRIDORS

- 16.1 “Green Corridors” means those areas designated as such on the Estate site plan available for inspection at the MHOA offices.
- 16.2 No garden or household refuse may be dumped in the GCs.
- 16.3 No benches, jungle gyms, wendy houses, or any other material may be placed in the GCs.
- 16.4 No vegetation in the GCs may be disturbed by pruning, mowing or picking of flowers
- 16.5 Features of the GCs, such as trees and rock features, may not be damaged in any manner or defaced by graffiti.
- 16.6 No vegetation of any description (trees, shrubs, vegetables, herbs or grass) may be planted in or removed from the GCs except by the ECB.

- 16.7 Trees and other plants donated for planting in the GCs become the property of the Estate and all forms of management relating to these plants is the responsibility of the EC. This includes trees and shrubs planted as screens.
- 16.8 No hedges may be planted on the borders of the GCs. It is the intention of the Estate to have natural, flowing lines from garden to garden and from gardens to the GCs. The interface of gardens with the GCs should be planned by the EC in consultation with residents.
- 16.9 No exotic or alien vegetation, or unnatural features such as pots, statues etc, may be planted or placed in gardens bordering the GCs so that they are visible from the GCs.
- 16.10 Only indigenous vegetation may be planted in the GCs, while non-indigenous vegetation may be planted in selected areas of gardens where they are out of sight from the public and if approved in writing by the ECB.
- 16.11 Kikuyu may not be planted as a lawn as it is an aggressive invader and invades the roots of plants. The approved lawn is Berea grass (*Dactyloctenium australe*), and coastal buffalo grass (*Stenotaphrum secundatum*).
- 16.12 No vehicles are permitted to travel in or through the GCs.
- 16.13 No pathways may be cut from homes to link with the official pathway or any other feature in the GCs.
- 16.14 No interference with any form of wild life is permitted. Any problem situations occurring with wild life must be reported to the ECB.
- 16.15 Dogs and cats are not permitted to enter the GCs. Dogs may be taken on a leash by owners.
- 16.16 Wetlands, and vleis require particular protection. The flow of water and vegetation in both watercourse and vleis may not be disturbed in any way. Any disturbance will require an Environmental Impact Assessment. The rehabilitation process will be at a cost to be covered by the person responsible for the damage. The Estate remains under the audit procedure of the Dept. of Agriculture and Environmental Affairs. This means that this rule will not be policed by the ECB of the VCCE but by the D.A.E.F. and this should be done on an annual basis. Should any resident, future resident or building contractor need to have the edges of a wetland defined, they should contact the ECB of the VCCE. Please note that even if a wetland falls within your property, Act 107 of 1998 still applies to it.
- 16.17 Natural watercourses also receive special protection. No soil, rocks, or any other material may be spilt over the bank of a watercourse.
- 16.18 During the building phase and thereafter, no soil, rocks or any other material may be spilt beyond or over the boundary of a plot, or into a GC. The rehabilitation cost of such an area will be recovered from the person responsible, who may also be required to carry out the rehabilitation work.

17. BURNING POLICY

- 17.1 The Estate is situated within an area which is subject to fire risk, and which requires the burning of firebreaks and ecological burns. Such burns are subject to national and local legislation and regulation. The MHOA is responsible for arranging such burns with various stakeholders and neighbours at restricted times of the year.
- 17.2 The MHOA shall establish a burning timetable for each year, and shall communicate such timetable together with a diagrammatic representation of the burn areas to Members affected by the burning.
- 17.3 The actual date and time of each burn will be determined by the weather on each day of the targeted burning schedule, and the MHOA shall ensure that a suitable communication system is in place to allow last minute confirmation of burning decisions.
- 17.4 Members shall provide their full cooperation in this regard.

18 GENERAL

- 18.1 No clothing, linen, laundry, towels or washing of any nature may be hung out or hung over any screen wall or balustrade, or placed anywhere to dry except in a drying yard or such other area designated for the purpose, nor that it can be viewed by the public or a neighbor.

- 18.2 No person shall keep any inflammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for normal domestic use.
- 18.3 No person shall anywhere on the Estate discharge any firearm, machine rifle or machine gun as defined in terms of the Arms and Ammunition Act No 75 of 1969, or any dangerous weapon, as defined in terms of the Dangerous Weapons Act No 71 of 1968, except in self-defence, or where specifically approved in writing by the MHOA.
- 18.4 No fireworks may be lit or discharged at any time on the Estate.
- 18.5 No advertising board may be displayed anywhere on VCCE other than the standard architectural building board during building construction, except with the written permission of the Association.
- 18.6 No flags may be flown or flag poles erected anywhere on the Estate other than with permission from MHOA. Permission to fly the South African National flag will be granted on application and should conform to the national requirements
- 18.7 Use of the Association's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the Association's mailing list.
- 18.8 It is expressly forbidden to distribute or stick pamphlets and personal notices at the entrance gates, or anywhere else on the Estate, without prior, written permission from the MHOA.
- 18.9 No door-to-door sales, canvassing or fund raising may be conducted within the Estate without prior written permission from the MHOA.
- 18.10 Estate Agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever and they must personally accompany prospective buyers or tenants onto the property.
- 18.11 No directional pointer boards are allowed to be placed in the estate or at the entrance to the estate. These will be removed and confiscated and the Estate Agent may be liable to pay a penalty.
- 18.12 No person shall slaughter any animal or cure or hang up to dry, any meat, fish, skin or carcass or any part thereof within the Estate.
- 18.13 No animals, other than domesticated animals, may be kept or brought onto the Estate. Snakes, rodents and wild animal species, are included in the list of animals which may not be kept or brought onto the Estate

19 LETTING OF PROPERTY

- 19.1 No Member may enter into a lease of a property on the Estate unless such lease contains a copy of the House Rules and an acknowledgement of receipt thereof by the tenant. Owners are responsible for ensuring that their tenants abide by the rules.
- 19.2 72 hours prior to a Member allowing a tenant to occupy a property, the Member shall notify the Estate Manager in writing, giving details of :
 - 19.2.1 The name and contact details of the Member and the Lessee concerned;
 - 19.2.2 The duration of the Lease;
 - 19.2.3 The name and contact details of the Estate or Rental Agent managing the lease on behalf of such Owner.

20 ENFORCEMENT OF PENALTIES AND FINES

- 20.1 The Penalties and Fines Committee ("Fines Committee") shall consist of the Estate Manager and two members of the Board appointed on an ad-hoc basis.
- 20.2 The Fines Committee under the auspices of the MHOA has the exclusive right to set the penalty or monetary value of the fine and to invoice and enforce any fine or penalty.
- 20.3 The MHOA shall be entitled to refuse a Member access to the Estate if the Member fails to comply with a penalty or pay a fine that has been imposed.

20.4 The MHOA shall be entitled to take legal action against a Member to enforce compliance and recover legal costs from the Member on an Attorney and Own Client scale.

21 INDEMNITY

All persons entering the Estate or making use of its facilities do so entirely at their own risk. The MHOA, its employees and agents will not be liable to compensate any person for any loss or damage howsoever suffered as a result of any act or omission occurring anywhere on this Estate.

22 VARIATIONS

The MHOA reserves the exclusive right to amend the House Rules and its policies from time to time.