

THE JETTY LIFESTYLE & RETIREMENT ESTATE RULES

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1. INTRODUCTION

- 1.1. The main objective of The Jetty Lifestyle and Retirement Estate is to provide a quality lifestyle for those residents.
- 1.2. The purpose of these Estate Rules is to govern the use of the Estate and its facilities. These Estate Rules are not intended to limit the lifestyle of Residents, but rather to protect them, and are binding equally on all Residents, Owners, Visitors, Employees and the Association.
- 1.3. The powers of the Association include the power to do all things reasonably necessary for the enforcement of these Estate Rules and for the control, management and administration of the Common Property.
- 1.4. The Board of Directors is assisted by the Association to ensure such control, management and administration together with all other duly appointed office bearers of the Association.
- 1.5. It is the responsibility of every Registered Owner to ensure that all Residents, Visitors and Employees on his Property abide by the rules.

2. INTERPRETATION

- 2.1. In this document, unless inconsistent with or otherwise indicated by the context: any reference to gender includes the other gender.
 - 2.1.1. any reference to natural persons includes legal persons and vice versa.
 - 2.1.2. any reference to the singular includes the plural and vice versa.
 - 2.1.3. words and phrases defined in the Memorandum bear corresponding meanings herein.
- 2.2. The clause headings in these Estate Rules have been inserted for convenience only and shall not be considered in its interpretation.
- 2.3. If any period is referred to in these rules by way of reference to the number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 2.4. These Estate Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 2.5. Should a discrepancy exist between the Estate Rules and the Memorandum, the Memorandum takes preference.

3. DEFINITIONS

- 3.1. **"Aesthetic Committee"** means the committee appointed by the Board to oversee the implementation of the Architectural Guideline.
- 3.2. **"Architect"** means the person appointed by the Homeowner as his architect and includes that architect's partners, directors or associates (as the case may be).
- 3.3. **"Architectural Guidelines"** means the Jetty Architectural Design Guidelines applicable to the Development including all/any amendments made thereto from time to time.
- 3.4. **"Architectural Plans"** mean a set of plans prepared by the Architect(s) for the construction of the Homeowner's Improvements on the Erf.
- 3.5. **"Association"** means The Jetty Lifestyle Estate Homeowners Association NPC being a non-profit company with voting members, incorporated in terms of the Act, and includes their duly appointed employees, contractors or agents.
- 3.6. **"Association Area"** means Portion 202 of the Farm Ganse Vallei Number 444 (ERF 10532 Plettenberg Bay) situate in the Bitou Municipality, Division Knysna, in the Western Cape Province.
- 3.7. **"Board"** means the board of directors of the Association from time to time.
- 3.8. **"Building Contractor/Contractor(s)"** means a building contractor approved by the Developer or the Association (in terms of the Memorandum) in terms of criteria determined by the Developer or the Association employed by a Registered Owner for improvements to be effected to the registered owner's Erf.
- 3.9. **"Building Contractors' Fees"** are the fees payable by the Building Contractor to the Association to be allowed to make Improvements on the Estate. These fees may be amended from time to time by the Association and are set out in The Jetty Rules for Contractors.
- 3.10. **"Building Project"** means the entire process of making Improvements on an Erf as well as all related activities.
- 3.11. **"Building Rules"** (hereafter **"BR"**) means the agreement signed by the Registered Owner, the Building Contractor and the Association before the commencement of any Improvements on the Erf on behalf of the Registered Owner.
- 3.12. **"By-Law"** means the Bitou Municipality By-Law on Municipal Land Use Planning (PN 273/2015) dated 12 August 2015 (as amended);

- 3.13. **"Chairperson"** means the director appointed to chair the meetings of the Board of Directors from time to time.
- 3.14. **"Common Property"** (**"Common Areas"**) means land registered in the name of the Association and which does not form part of any Registered Owner Property. Common Property also includes all internal services and infrastructure, the roads, pavements, gardens and streetlights as well as water, sewerage and electricity systems.
- 3.15. **"Completion Certificate"** means the certificate issued by the Association when all Improvements on the Erf have been completed, all fees due by the Registered Owner and/or Building Contractor have been paid and the Association is satisfied that the Building Project has been satisfactorily completed.
- 3.16. **"Controlling Architect"** means an architect as nominated and appointed by the Board from time to time for the purpose of ensuring that all Improvements are done according to the Architectural Guidelines.
- 3.17. **"Controlling Landscaper"** means a landscaper as nominated and appointed by the Association from time to time for the purpose of ensuring that all Improvements are done according to the Architectural Guidelines.
- 3.18. **"Developer"** means Shelfplett 47 Proprietary Limited registration number 2006/019339/07, its successors in title or assigns in its capacity as developer.
- 3.19. **"Development"** means certain immovable property being Portion 202 of Farm Ganse Vallei No 444 Registration Division Knysna, Western Cape; to be converted to Erf 10532 Plettenberg Bay, Bitou Municipality, Western Cape (as indicated on the recently approved General Diagram with number 2964/2024) which property will be subdivided into a township known as "The Jetty Lifestyle Estate" ("The Jetty") in accordance with approval obtained from the Local Authority, generally in accordance with the Combined Cadastral Plan, and includes all/any amendments of such township approved by the Local Authority upon application by the Developer.
- 3.20. **"Director"** means any member of the Board as contemplated in section 66 of the Companies Act 71 of 2008 including an alternate or co-opted director.
- 3.21. **"Employee(s)"** mean any employee or contractor (including Building Contractor(s) and their employees and sub-contractor(s)) employed or appointed by Registered Owners and/or Residents and/or persons operating a business within the Estate from time to time.
- 3.22. **"Electronic Funds Transfer"** (hereafter **"EFT"**) means direct electronic bank transfer into

a designated account. Proof of such EFT must be e-mailed to the recipient as notification.

- 3.23. **"Erf Number"** means such Erf as used by the Surveyor General to indicate an Erf.
- 3.24. **"Erf"** means every Erf in the Development.
- 3.25. **"Estate"** means the cluster housing development known as "The Jetty" to be established by the Developer in respect of the Association Area.
- 3.26. **"Estate Rules"** mean the set of rules & regulations formally documented and as amended by the Association from time to time that govern all conduct on the Estate.
- 3.27. **"Expert"** means a person or company who has been duly appointed by the Association to make a binding decision in matters that would otherwise be referred to arbitration.
- 3.28. **"Fines"** are issued in writing for transgression of Estate Rules at the discretion of the Board.
- 3.29. **"House"** means the dwelling constructed on the Erf as the Improvements.
- 3.30. **"House Number"** means the Number allocated to the Erf in a particular street which together will be known as the house address.
- 3.31. **"Improvements"** mean any structure of whatever nature constructed or erected or to be constructed or erected on an Erf.
- 3.32. **"LUPO"** means the Land Use Planning Ordinance No 15/1985 (as amended) and includes any substituted legislation, i.e. the By-Law.
- 3.33. **"Landscaping Contractor"** means a person or company doing landscaping for a Registered Owner and who has been duly appointed subject to the rules and regulations of the Estate.
- 3.34. **"Landscaping Plans"** means plans for the gardens on erven surrounding Improvements.
- 3.35. **"Local Authority"** means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is Bitou Municipality, District Knysna.
- 3.36. **"Member"** means: -
 - 3.36.1. the Developer for so long as it is the Registered Owner of an Erf or Unit in the Development.
 - 3.36.2. all Registered Owners of any Erf and
 - 3.36.3. in respect of any Erf on which is established a Sectional Title Scheme, the Body Corporate and the Registered Owners of any Units,

- 3.36.4. it being recorded that if a Member consists of more than one person such persons shall be jointly and severally liable *in solidum* ("which means as a whole") for all obligations in terms of this Memorandum.
- 3.37. "**Memorandum**" shall mean the Memorandum of Incorporation of the Association ("M.O.I."), as amended from time to time.
- 3.38. "**National Building Regulations**" means the National Building Regulations and Standards Act, No 103 of 1977.
- 3.39. "**Outside Armed Response**" means such Security Response provider who have been formally approved in writing by the Board or delegated subcommittee, to be allowed to provide armed response services on the Estate. A list of such approved Security Response providers is available from the Association. This approved list may be amended from time to time.
- 3.40. "**Panel of Builders**" means such Building Contractors who have been scrutinized and formally approved in writing by the Board or delegated subcommittee, to be allowed to do construction work and Improvements on the Estate. A list of such approved Building Contractors is available from the Association. Only builders who are on the Panel of Builders may do construction work and Improvements on the Estate. The Panel of Builders may be amended by the Board from time to time.
- 3.41. "**Private Spaces**" means those portions of the Development not registered in the name of individual Registered Owners and comprising, without detracting from the generality of the foregoing, all Erven of the Development which are identified as private roads, private road verges, private open spaces, rivers, lakes waterways and pathways and other area or services for the maintenance of which the Local Authority is not responsible in terms of LUPO
- 3.42. "**Property**" means immovable property, in the Association Area in the Estate, registered in the name of a Registered Owner.
- 3.43. "**Purchaser**" means the person(s) or entity entering into a Deed of Sale to purchase an ERF on the ESTATE, or a unit in a Sectional Title Development on the ESTATE.
- 3.44. "**Registered Owner**" means the registered owner of an Erf or Unit or a share thereof who is, in terms of the Deeds Registries Act No 47 of 1937, as amended, reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Erf or Unit.
- 3.45. "**Resident**" means any person who is 50 (fifty) years of age or older and his/her partner lawfully occupying an Erf or Unit which shall include but not be limited to –

- 3.45.1. a Tenant; and /or
- 3.45.2. guests of a Registered Owner or Tenant and persons who reside with a Registered Owner or Tenant, as the case may be.
- 3.46. **"Improvements"** means all work done by a Contractor on an existing House or structure. This includes landscaping work done around the house, additional work such as solar, air conditioning, joinery, DSTV, bathroom fittings etc.
- 3.47. **"Sectional Titles Act"** means the Sectional Titles Act, No 95 of 1986.
- 3.48. **"Security Manager"** means such person duly appointed to manage and oversee security on the Estate.
- 3.49. **"Security"** means individuals employed by the Association or the Board or a recognized Security Company duly appointed by the Board to perform access control and other security functions on the Estate.
- 3.50. **"Site Handover Certificate"**, (hereafter "SHOC"), specifies the requirements for commencement with Improvements.
- 3.51. **"Unit"** means a unit as per the term defined in the Sectional Titles Act.
- 3.52. **"Unit Number"** means a door number allocated to a Unit in a named Sectional Title Scheme.
- 3.53. **"Vehicle"** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- 3.54. **"Visitor"** means any person entering the Estate who is not a Member, Employee or Registered Owner.

4. OTHER DOCUMENTS

- 4.1. Other documents that must be read in conjunction with the Estate Rules are:
 - 4.1.1. The Memorandum of the Association
 - 4.1.2. The Architectural & Landscaping Design Guidelines
 - 4.1.3. The Building Rules (BR)
 - 4.1.4. The Jetty Rules for Contractors
 - 4.1.5. Annexure A - Contractor Fees

- 4.1.6. Annexure B - SHOC (Site handover Certificate) Deliverables
- 4.1.7. The Gatehouse Enrolment & Indemnity Form
- 4.1.8. The Gym and/or Swimming Pool Terms & Conditions
- 4.2. All persons entering the Estate agree to abide by the provisions as set out in the Memorandum.
- 4.3. Where reference is made in any of these provisions of the Memorandum to the terms "Member" or "Registered Owner", such reference is deemed to be a reference to any person who has entered the Estate for the purposes of these Estate Rules.

5. DOMICILIUM

- 5.1. For the purpose of receiving any notice or process to be delivered in terms of these Estate Rules, any person residing and/or working on the Estate chooses as his/her/its *domicilium citandi et executandi* the address of the Erf at which such person is residing. Documents delivered by hand to such Erf will be deemed to have been received on the date of delivery thereof.
- 5.2. All Registered Owners and Residents are required to provide the Association with a registered e-mail address and cell phone number, and an e-mail or SMS properly dispatched to such an e-mail address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.
- 5.3. Registered Owners and Residents are to notify the Association of changes in such address/number

6. DISTURBANCES

- 6.1. Any conduct, which disturbs or tends to disturb the peace and tranquility of the Estate and Residents is not permitted.
- 6.2. No person may rev the engine of a stationary motor-vehicle or hoot to attract attention in such a way that it causes nuisance to neighbors.
- 6.3. Excessive and unnecessary noise by Vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the Board in its sole and unfettered discretion from time to time, as well as other sources attributable to a Resident, constitutes a disturbance of the peace in terms of these Estate Rules.

7. DOMESTIC REFUSE

- 7.1. All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors, provided that the Board may, from time to time, by notice in writing to all residents –
 - 7.1.1. prescribe the type and size of refuse containers to be obtained and used;
 - 7.1.2. provide directions regarding any place designated for refuse removal;
 - 7.1.3. require the payment of a reasonable charge for the provision of such containers.
- 7.2. It shall be the duty of every resident to ensure that any direction given by the Board from time to time is observed and implemented.
- 7.3. Where, in the opinion of the Board, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Board shall give the resident wishing to dispose of such refuse such directions for its disposal as they may deem fit.

8. DOMESTIC PETS (ANIMALS, REPTILES AND BIRDS)

- 8.1. Residents may not keep any poisonous, exotic or other undomesticated or wild animals, poultry, pigeons, aviaries or livestock on their property. Parrots, Cockatoos are not encouraged due to the noise factor they can create.
- 8.2. Residents shall not keep any pets other than dogs and cats on their Property without the written consent of the Board subject to the following:
 - 8.2.1. All residents shall register their domestic animals with the Estate. Should the animals exceed the number permitted in terms of these Rules, they will not be registered, and the resident will be required to immediately remove such animal/s from the Estate.
 - 8.2.2. Not more than one dog, one cat and one caged bird may be kept in homes or cottages at any one time provided that:
 - 8.2.2.1. Such dog and/or cat have been spayed or neutered and inoculated. A certificate from a veterinary surgeon must be presented in this regard. Breeding of any domestic animal on the Estate shall not be permitted.
 - 8.2.2.2. Such dog and/or cat are fitted with a collar that indicates the pet's name, its owner's name, telephone number and Erf or Unit number.
 - 8.2.2.3. Such cat must wear an audible bell on its collar to protect the Estate birdlife and

wildlife. Any cat that is found to wonder off the resident's Erf must then be caged, failing which it must be removed from the Estate.

- 8.2.2.4. Parrots are not encouraged due to the noise factor they can create.
- 8.2.2.5. If a Member enters the estate with two dogs or two cats, they shall be able to keep them on condition that, when one dies or absconds, it will not be replaced.
- 8.2.2.6. Dogs must be of a breed, size and disposition, suitable in the opinion of the Directors, to avoid aggravation or disturbance amongst Residents. No breed of dog deemed "vicious by nature" will be permitted on the estate.
- 8.2.2.7. Owners of apartment Units shall be allowed to keep one small pet (dog or cat or caged bird) in their apartments.
- 8.2.3. Dogs and cats shall be kept within the confines of their Registered Owners' properties. Registered Owners are required to prevent dogs from wandering onto Common Property or the Properties of other Residents.
- 8.2.4. Dogs are only allowed on the Common Property if on a leash and under the control of its owner or competent handler.
- 8.2.5. Straying, unaccompanied dogs will be removed and handed over to a selected animal welfare organization or local pound at the risk and expense of the Resident concerned.
- 8.2.6. Residents must immediately remove and suitably discard the excrement of their dogs and cats from the Common Property and from the Property of other Residents.
- 8.2.7. Registered Owners and Residents should also regularly attend to the removal of any defecation by their pets from their own Properties.
- 8.2.8. Pets may not be allowed to cause a nuisance, disturbance or annoyance to other Residents.
- 8.3. Should a pet pass away, the Registered Owner will require the prior permission of the Board to replace the pet which permission shall not be unreasonably withheld.
- 8.4. Should any animal or pet be judged by the Directors or their authorized representative as being a continual nuisance to other Residents, the Board may procure its removal from the Estate, the costs of which will be recovered from the Resident concerned in addition to any penalties which may be imposed thereon.
- 8.5. Residents shall be responsible for any damage or injury to property, people or animals

caused by their pets.

- 8.6. Visitors or guests who are staying on the Estate for longer than 24 hours are not permitted to bring pets into the Estate unless prior permission is sought and granted by the Board. Such permission will only be considered if well-motivated in writing prior to the planned visit. Short term visitors (i.e., less than 24 hours) may bring one pet onto the Estate and, in the case of a dog, it must be kept on a leash when outside the Property.
- 8.7. The Trustees shall have the right to deny a Member or Resident permission, or withdraw permission, to keep pets if the Member or Resident breaches these Estate Rules or if, in the reasonable opinion of the person in charge of the Estate that a Member/Resident may no longer be capable of caring for their pets. In this event, the Member/Resident will be given notice to remove the pet/s from the Estate and shall be given a reasonable period within which to do so. If the Member/Resident does not remove the pet from the Estate, the Board will have the right to remove the pet.

9. SECURITY

9.1. General

- 9.1.1. Security personnel are there for the safety and protection of the Estate, its Employees, Residents and assets, and their role should be respected. Security guards may under no circumstances be abused or obstructed from performing their functions. They control access to the Estate and all Employees, contractors, Visitors, Tenants and Residents must always adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the Board.
- 9.1.2. No person shall do anything which is or might be prejudicial to the security of any Resident. Any action and or incident that might have a negative effect on the security of the Estate and its Residents or Employees must immediately be reported to the Board.
- 9.1.3. No Vehicles or persons shall enter or leave the Estate at any point except at the entrance gates.
- 9.1.4. Vehicles are subject to be searched at any time when necessary.
- 9.1.5. Vehicles entering the Estate will from time to time be inspected by Security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter the Estate.
- 9.1.6. The Board may make Estate Rules or temporarily alter Estate Rules as deemed fit in

their discretion to enhance, manage and improve the security of the Estate. This may include *inter alia* access procedures and traffic redirection as well as denying access to any person(s) they deem a security risk until proven otherwise.

- 9.1.7. The Jetty Guest Enrolment System will allow guests to enter and exit the Estate's main entrance gate by using a unique one-time pin code, generated by the resident.
- 9.1.7.1. This code can be used only once and will not be re-sent if a guest loses their code.
- 9.1.7.2. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the Association's Memorandum and Estate Rules.
- 9.1.7.3. Visitors to the Estate that intend on visiting for longer than 4 days, shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enroll on the security system.
- 9.1.7.4. An Access card may be issued to Residents, Registered Owners, Tenants or Employees and other persons if, in the discretion of the Board it is necessary.
- 9.1.8. Contractors may only enter the Estate through the contractors' gate or as indicated.
- 9.1.9. All Vehicles entering and/or leaving the Estate shall stop at the vehicle entrances.
- 9.1.10. No Vehicle shall enter the Estate unless admitted by the security guard on duty at the gate, except where the Association has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the person to whom they are issued and shall not be shared with or used by or transferred to any other person.
- 9.1.11. Any contractor or Employee who has been engaged or employed by a Registered Owner or Resident to supply goods or services on the Estate will be required to apply to the Board for permission to enter the Estate before being permitted access to the Estate. The contractor or employee concerned will at the cost of the Registered Owner Resident be required to apply for a criminal record check report which the relevant authority will, after receiving payment, be forwarded directly to the Board, to make an appropriate decision as to approve access to the Estate or not and inform the applicant accordingly. Should access be approved, the registration office will inform the applicant to visit the said office for enrolment and access to the Estate. No contractor or Employee may enter the Estate unless and until his/her application for access has been approved in writing by the Board. Contractors or Employees who have not been on the Estate for (12) twelve consecutive months or more will be required to reapply to the Board for permission to access the Estate.

9.2. Biometric Fingerprint Access

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

9.2.2. Close Circuit Television View ("CCTV")

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

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

9.2.5. Electric Fencing

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

9.2.7. Alarm Systems

- 9.2.8. Burglar alarms must be in a sound working condition and comply with any regulations which the Association may make with regard thereto from time to time. Related sirens must not disturb neighbors (i.e. be silent to the outside environment).

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

9.2.10. Tenant Approval

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

- 9.2.12. The proposed Tenants will be required to complete an application form provided by the

Association, which include all other required documents to be completed. Such Tenant must give a written undertaking to comply with the provisions of both the Association's Memorandum and the Estate Rules and regulations made and determined in accordance therewith.

- 9.2.13. The proposed Tenants will also be required to submit his/her identity document and/or passport and submit his/her fingerprints to be taken by the Board and/or their delegate for the purpose of doing a criminal and/or background check.

9.2.14. Delinquent behavior by minors

- 9.2.15. Any minor found to be responsible for conduct or behavior which in the view of the Board has brought the name of the Estate into disrepute, caused excessive waste of Estate resources, caused damage or loss to the Estate or Residents and Registered Owners. The Board will impose a penalty, or such a greater penalty as deemed appropriate by the Board from time to time. In addition, the parents of the minor will be responsible together with the Registered Owner *in solidum* for the costs of repair, restoration, or replacement of the damaged property.

10. VISITORS AND EMPLOYEES

- 10.1. All Registered Owners or Resident shall make use of the Jetty Guest Enrolment System to allow their visitors access to the Estate.
- 10.2. It will be the responsibility of the Registered Owner or Resident to register on the Jetty Guest Enrolment System.
- 10.3. If a Registered Owner or Resident did not generate a code for their visitor to enter the Estate, the security guard will endeavor to obtain authority from the relevant Registered Owner or Resident to admit the person concerned to the Estate.
- 10.4. If the security guard does not obtain such authority, he will be entitled to refuse the person concerned access to the Estate.
- 10.5. Any Guest or Visitor is required to be scanned in to gain access and will be required to present a valid driver's license and the Vehicle must be correctly licensed. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a *bona fide* visitor to the Registered Owner's or Resident's own premises, where the Registered Owner or Resident will be physically present at the time of the visit.
- 10.6. Registered Owners or Residents who fail to generate codes for their visitors more than 5 times per month, could be levied an administration fee per pin code that was generated by

Security. The amount of this fee will be at the discretion of the Board.

- 10.7. The right of admission to the Estate shall be under the control of the Board that may on any reasonable grounds deny any person access to the Estate.
- 10.8. Employees are obliged to abide by these Estate Rules and the Memorandum. Registered Owners or Residents are obliged to supply their Employees with copies of these Estate Rules and the Memorandum and to ensure that they are aware of all the provisions.
- 10.9. If the security guard on duty has no record of the arrival of any Employees, the security guard may (but will not be obliged to) endeavor to obtain authority from the relevant Registered Owner or Resident to admit the Employee concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse such Employee access to the Estate.

11. TRAFFIC

- 11.1. The movement and control of traffic and pedestrians are subject to these Estate Rules (and such further directives made by the Board from time to time).
- 11.2. A maximum speed limit of 30km/h (thirty kilometers per hour) shall apply (lower speed limits may be imposed by the Board).
- 11.3. No person is allowed to drive a Vehicle on the Estate roads while using or holding a mobile phone in their hands.
- 11.4. Motor vehicles, including registered motorcycles, may not be driven anywhere except on the streets of the Estate. All private open space is off limits.
- 11.5. The use of scramblers and quad bikes is not permitted at all. Noisy exhaust systems are prohibited.
- 11.6. Parking of visitor's vehicles should, where possible, be within the Registered Owner's property. Where this is not possible or practical, it is encouraged that vehicles be parked on the sidewalk and not on the road carriage way.
- 11.7. The Board reserves the right to introduce any traffic calming measures, including but not limited to speedhumps and golf cart/pedestrian crossings, that they in their sole discretion deem necessary from time to time.
- 11.8. Security will enforce these rules and when necessary, warnings followed by fines will be issued.
 - 11.8.1. No person shall park or store any trailer, caravan, boat, truck, or lorry within the Estate,

in such a way that it is visible from the road except with the consent of the Board.

- 11.9. Without written Board consent, heavy vehicles are not permitted on Saturdays, Sundays or proclaimed public holidays, nor before 08:30 and after 17:00 on weekdays.
- 11.10. All trucks and lorries carrying stone, rubble, sand, or any material which can blow or fall off, must be covered by a suitable net or canvas cover.
- 11.11. Motorized vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 11.12. Any motor vehicle found to be driven by a minor who is not in possession of a valid learners' license and accompanied by a licensed driver will incur a substantial contravention penalty as set by the Board from time to time.
- 11.13. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorized by the Board to stop speeding motorists and issue a contravention notice as determined by the Board from time to time.
- 11.14. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as determined by the Board from time to time. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening.
- 11.15. Persons, animals, and birds shall always have the right of way on and about the Estate. Vehicles shall stop whenever necessary.
- 11.16. The Board may by means of appropriate signage give directions as to the use of roads or any portion of roads on the Estate. Failure by any person to obey such signage shall constitute a contravention of these Estate Rules.
- 11.17. No person shall drive or ride any Vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance. All Vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, Vehicles emitting excessive noise, smoke and/or oil are prohibited.
- 11.18. No person is allowed to drive, or be a passenger on, a motorcycle, scooter, motorcycle, motor tricycle or a motor quadricycle, or be a passenger in the sidecar attached to a motorcycle, in the Estate, unless he or she is wearing a protective helmet.
- 11.19. The driving of Vehicles is confined to roads and driveways, provided that non-motorized vehicles may be used on those areas (if any) specifically designated by the Association for that purpose. All unlicensed motorbikes and quad bikes may not be driven on the Estate

roads.

- 11.20. the Board will enforce these rules and where necessary, warnings followed by fines will be issued.

11.21. **Golf Carts**

- 11.21.1. All Vehicles, including Golf carts shall only be driven by adults over 18 (eighteen) years of age who are in possession of valid driver's license with a minimum of code 8. At no time may a golf cart be driven carrying more occupants than designed for. Any claim that might arise in relation to the use of a privately-owned golf cart on the Estate will be the sole responsibility of such driver and the registered owner of the privately-owned golf cart. Normal traffic regulations and considerations are applied.

- 11.21.2. A registration number (your address) must be displayed on the golf cart. Registration numbers can be ordered from the Association. Failure to display a registration number will incur a penalty.

- 11.21.3. Carts must be electric and in good condition. All golf carts must be fitted with headlights, brake lights, rear view mirrors and indicators.

- 11.21.4. No person shall store, park, or leave any golf cart or Vehicle unattended, except: in a structure designed as a golf cart barn, golf cart garage or carport, provided that the golf cart is at all times out of public sight whilst in such structure. Such structure must be compliant with all the provisions of the Architectural Guidelines.

11.22. **Parking**

- 11.22.1. Parking will only be allowed in areas designated for such purpose by the Association by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or Vehicle shall be parked in such a manner that a portion thereof protrudes over such lines. Parking on the Estate verges is not allowed.

- 11.22.2. The Board may have the vehicle's wheels clamped at the risk and expense, including the payment of a release fine of R500, of its owner or the person responsible for it.

- 11.22.3. No trailers, caravans or boats shall be brought onto the Estate, except with the consent of, and subject to, such conditions as may be prescribed by the Board from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere on the Estate.

- 11.22.4. There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.

- 11.23. Skateboards, roller blades or any related equipment may not be used in any Common Property or on any roads within the Estate.

12. COMMON PROPERTY AND ENVIRONMENTAL ASPECTS

- 12.1. The Board shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora and the maintenance and upkeep of any servitudes or open space areas within the Common Property on the Estate.
- 12.2. No person shall do anything or omit to do anything that may, in the opinion of the Board, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Property by Residents.
- 12.3. No person shall (without the prior written authority of the Board) pick or plant any flowers or plants on or about the Common Property.
- 12.4. No picking of flowers is allowed in the conservation areas or Private Space landscaping of the Estate. The Board shall be entitled to prohibit or restrict access to any part of the Estate, in order to preserve the natural fauna and flora.
- 12.5. No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the Estate. Hunting and trapping in any manner is strictly prohibited, provided that the Board and/or the Developer may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 12.6. No person shall anywhere on the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed, any wild animal, domestic animal, reptile or bird.
- 12.7. Fishing in the river/estuary is restricted to Registered Owners or Residents and their accompanied Visitors only and subject to the specific rules made by the Board concerning fishing from time to time.
- 12.8. No motorized boats shall be allowed to launch from the Property. Rules will be passed by the Board in regard to non-motorized boats from time to time, as long as all relevant safety procedures are followed and no undue disturbance is caused.

13. GYM AND SWIMMING POOL CENTRE

- 13.1. The Gym and the Swimming Pool area will be locked between certain hours. Access to the Gym and Swimming Pool will be restricted in terms of these rules. No food and/or drinks may be brought into the Gym/Swimming Pool areas as well as on the padel courts.
- 13.2. No Bluetooth speakers playing loud music or emanating from vehicles is to be used on/in

or near courts, parks, pools or fields.

13.3. Gym

- 13.3.1. Access to the gym is free for all Members, with access limited to 2 (two) users per Property. Additional passes in respect of family or visitors shall be approved by the Board subject to age limits.
- 13.3.2. The member's right is to be transferred to the Tenants, should the Property be let out, subject to the conditions that the relevant Registered Owner and Tenant remain in good standing with the Association.
- 13.3.3. Additional services rendered (e.g. Pilates, yoga) at the gym may be chargeable.
- 13.3.4. Employees of the Association and certain outside users i.e. short-term visitors may, subject to specific criteria and fees, and on application to the Board have controlled access to the gym, pool, and padel courts.
- 13.3.5. In order to make use of the gym any Registered Owner or Resident must comply with the terms of the Jetty Gym/Pool Rules & Regulations
- 13.3.6. The relevant indemnity documents must be signed.
- 13.3.7. All users of the GYM are subject to strict rules.

13.4. Pool

- 13.4.1. No person under the age of 14 (fourteen) is allowed to use the pool without due supervision.
- 13.4.2. Swimmers must wear swim caps and appropriate swimwear.
- 13.4.3. The pool is a formal exercise pool and may only be used for swimming training. It is not a play area.
- 13.4.4. Please wear shoes to the pool and surroundings whilst in the gym/pool areas

14. GENERATORS

- 14.1. Please note no generators are allowed to be installed on any Erf on the Estate.
- 14.2. Only an emergency generator will be allowed in specific areas in control by the Association designation areas e.g. Wellness Centre, Care Centre, Restaurant, Gym area, etc.

15. CLUBHOUSE FACILITIES

- 15.1. Registered Owners or Residents and/or their guests will be provided permanent access to the clubhouse facilities.
- 15.2. People walking on or about the clubhouse and/or clubhouse facilities do so at their own risk.
- 15.3. Dogs are not allowed in the clubhouse and/or on the clubhouse facilities under any circumstances.

16. BOREHOLES

- 16.1. Please note that private boreholes will not be considered at the Jetty primarily due to the concern of lowering the water table in the proximity of existing dwellings that may have been built on clay strata.

17. SYNDICATION

- 17.1. Please note that there will be no syndication of ownership.

18. LETTING AND RESALE

- 18.1. These Estate Rules apply to and are binding upon all Tenants.
- 18.2. Any Registered Owner (or his agent) who intends to let a Property shall furnish his Tenant with a copy of these Estate Rules.
- 18.3. The Association has to give its approval prior to any Property being let.
- 18.4. The Association must approve the occupation in writing of a Property for financial gain as a rental (leasing). Please note no lease may be for a period shorter than 6 months.
- 18.5. The Association considers short-term letting of 3 (three) month or less as a commercial activity which is prohibited in terms of the Memorandum and accordingly the Association will not give its approval.
- 18.6. Each Property may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary *bona fide* social visitors from time to time.
- 18.7. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Property as accommodation, or to form a commune, or similar live-in arrangement.
- 18.8. Members, Residents or their agents shall give the Association prior written notice of any Tenants or guests who are to occupy the Members' or Residents' residences in the absence of those Members or Residents.
- 18.8.1. Every Tenant and/or guest shall be required to register at the offices of the Association within 1 (one) working day after arrival and to sign a declaration that he is acquainted

with these Estate Rules and acknowledges that these Estate Rules are binding on him as well as the Gatehouse Enrolment & Indemnity.

- 18.8.2. If any Tenant, guest, Employee or other invitee of any Member fails to comply with any of the provisions of these Estate Rules, the Association shall be entitled to deny that Tenant, guest, Employee or other invitee access to the Estate.

18.9. **1% (one percent) Contribution on Transfer**

- 18.9.1. An amount of 1% (one percent) of the purchase price payable (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the Erf or Unit) in respect of each Erf or Unit (as the case may be) sold by a Member to a third party up to a maximum of R100 000 (one hundred thousand Rand) (escalated annually at the discretion of the Board, please ascertain) per sale transaction will be paid by the Member (as seller of the Erf or Unit) to the Association.

- 18.9.2. The aforesaid amount payable to the Association will form part of the clearance to be obtained from the Association in respect of registration of transfer of the Erf or Unit in question in the name of such third-party purchaser.

18.9.3. Subject to the family member satisfying the age criteria in terms of the Association Rules, the provisions of this clause 18.9 shall not apply in the event of a Distressed Sale, transfer to a family trust or transfer from a deceased estate to a surviving spouse or direct family member ("**Family Trust**" means a trust created primarily for the benefit of the initial owner of the Erf of Unit's spouse, surviving spouse, brother, sister and/or descendants ("**the Immediate Family**") and/or the initial owner of the Erf of Unit himself and in respect of which the beneficiaries as to not less than 100% of the income and capital are members of the Immediate Family or which is effectively controlled by the Immediate Family and/or the initial owner of the Erf of Unit himself and of which any of the Immediate Family or the initial owner of the Erf of Unit himself is a trustee.)

19. **CONDUCT**

- 19.1. No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf or Unit.
- 19.2. Trespassing on a Resident's private property for whatever reason will incur a penalty as determined by the Board from time to time.

- 19.3. No unauthorized persons are allowed on any Erf, Unit or Sectional Title Scheme where building operations are under progress.
- 19.4. No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Board to other Residents.
- 19.5. The use of noisy machinery and power tools outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 19.6. All building work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for Building Contractors.
- 19.7. Loud music and other undue noise is not permitted.
- 19.8. In order to maintain the low-density residential nature of the Estate, no Member or Tenant shall accommodate or allow the accommodation of more than 2 (two) people per bedroom in any dwelling on the Estate.
- 19.9. No syndication ownership, either direct and indirect of an Erf or Unit shall be allowed.

20. COMMERCIAL ACTIVITIES

- 20.1. Save for those commercial activities recorded by the Developer for the Estate at the time of the incorporation of the Association, the Board is entitled to regulate all commercial activities on or about the Estate.
- 20.2. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Erf or Unit without the prior written consent of the Association.
- 20.3. No display of advertising board or signs, including business signage of any nature, on or about the Estate without the Association's approval is allowed.
- 20.4. No "For Sale" signs or any signage pertaining to the sale of Erven or Units except that of the sales agency duly mandated by the Developer may be displayed on the Estate or on private Erven or Units or affixed to any buildings.
- 20.5. No door-to-door canvassing and/or selling are permitted.

21. BUILDING REQUIREMENTS AND CONSTRUCTION

- 21.1. Please see the Building Rules and Regulations.
- 21.2. Should any dispute arise in connection with the Architectural Guidelines, including without

limitation, the application and/or interpretation thereof, the Controlling Architects' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the Controlling Architects can, with the approval of the Board, make the necessary amendments to the above Architectural Guidelines where such Architectural Guidelines are, in the sole discretion of the Controlling Architects' and the Association, lacking or vague.

22. APPROVAL OF ALTERATIONS AFTER OCCUPATION

- 22.1. Should the Registered Owner wish to make alterations to his/her House, Unit and or Garden (where applicable) the Registered Owner must adhere to the following:
 - 22.1.1. All alterations must be shown on a plan for alterations done to Improvements for scrutiny by the Board.
 - 22.1.2. The Controlling Architect and Board will not fulfil the function of approving plans insofar as compliance with the Local Authority By-Laws etc. is concerned but will merely ensure that they comply with the Architectural Guidelines and where possible identify matters of possible conflict.
- 22.2. All building plans must be submitted to the offices of the Controlling Architects. All Landscaping Plans must be handed in to the Chairperson to be forwarded on the Board.
- 22.3. The Controlling Architects will as determined from time to time together with the Board, alternatively the Aesthetic Committee to evaluate the plan submissions. Written responses will be made on all submissions to the Controlling Architects after these meetings.
- 22.4. All plans necessary for Local Authority approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for the Association's record purposes.
- 22.5. Approved drawings will be stamped by the Controlling Architects and made available for collection by the Architect or Registered Owner for submission to the Local Authority.
- 22.6. All approval fees, (i.e. Council fees) are for the Registered Owner's account.
- 22.7. No building activity will be allowed without proof of the approved plans from the Controlling Architects and if needed the Local Authority or a letter from the Local Authority authorizing the Registered Owner to start.
- 22.8. Where alterations are made without such approved plans the Association reserves the right to insist they must be reversed and may levy a monthly penalty of R 5,000 (five thousand Rand) for every month during which such reversal has not been completed.

23. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 23.1. No person shall bring or permit any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any Resident or other person or which may result in the contamination of the Estate.
- 23.2. Each dwelling must have at least two 4.5 kg DCP fire extinguishers on the premises. (One of these fire extinguishers may be subject to change to a specified fire extinguisher to address lithium battery fires).
- 23.3. Fireworks are strictly prohibited.

24. LANDSCAPING, POOLS, JUNGLE GYMS etc.

- 24.1. The nature, content and design of the gardens on an Erf, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the Association. Should the standards not be adhered to, the Board shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the Owner accordingly.
- 24.2. No liability will be accepted by the Association for any damage, accidents or injury to any person caused by swimming pools on an Erf.
- 24.3. Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf, Unit or Private Space. No temporary wire fencing or similar fencing may be erected and all boundary screen elements must comply with the Architectural Guidelines.
- 24.4. Registered Owners may apply to the Association to landscape areas of Common Property around an Erf or Unit owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the discretion of the Board with regard to any Common Area or Erf. Registered Owners will be obliged to accept that such permission will be granted in some cases and not in others.
- 24.5. No temporary structures, as defined by the National Building Regulations, may be erected.

25. ELECTRICITY SUPPLY

- 25.1. The Local Authority owns and maintains the electrical supply on the Estate and all Registered Owners must apply for their electricity connection directly from the Local Authority subject to all the terms conditions and fees of the Local Authority.

- 25.2. Faults must be reported directly to the Local Authority.
- 25.3. In the event that normal prepaid meters are installed, replacement of the meter outside the guaranteed period, will be for the account of the Residential Owner.

26. WATER

- 26.1. The Association shall not be liable for damages, expenses or costs caused to Registered Owners and Residents for any interruption in supply.
- 26.2. Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the Erf installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 26.3. No person, other than a person specifically authorized thereto by the Association or the Board in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 26.4. The Board may, without notice, disconnect any Erf or Units temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 26.5. The Registered Owner or resident shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF and Unit at a charge determined from time to time by the Board. Procedures, costs and all other aspects relating to the system utilized on the Estate shall be determined from time to time by the Association. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the Architectural Guidelines and approved by the Association.
- 26.6. In order to effectively manage water resources, it is a Municipal rule imposed on the estate that each Erf shall have a water tank of not less than 1000 liters.
- 26.7. The Association shall take all reasonable steps to procure and maintain an adequate supply of water to Registered Owners or Residents, but does not guarantee that same will always be maintained.
- 26.8. The Association shall not be liable for damages, expenses or costs caused to Registered Owners and Residents due to flooding and excess storm water.

27. LEVIES

- 27.1. Levies are payable by Members monthly in advance by bank debit order on the first day of each month into the bank account of the Association.

- 27.2. Levy and water accounts will be sent electronically and it will be the Registered Owner's responsibility to ensure all their details are correct and up to date. The Association will not take responsibility if a Registered Owner did not receive an account.
- 27.3. Any amount not paid on due date shall attract interest at a rate determined by the Board until payment has been received.

28. WARNINGS AND PENALTIES

- 28.1. Warnings and penalties are determined by the Board from time to time. They are to be paid into the Association's bank account within 30 (thirty) days from date of being issued. If a Registered Owner or Resident feels the Fine is unwarranted they may appeal in writing to the Board but the Fine must be paid in the meantime.
- 28.2. The Association shall investigate (in such manner as it deems fit) written complaints received from Residents relating to the behaviour and/or conduct of other Residents and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these Estate Rules or any conditions imposed by or directives given by the Association in terms of these Estate Rules, the Board shall be entitled (without limiting any other rights afforded to them in terms of these Estate Rules) to impose a Fine as may be approved by the Association from time to time on the person concerned.
- 28.3. If the person concerned is a family member, guest, Tenant or other invitee of a Member, that Member will be liable for payment of such Fine. Any Fine imposed on a Member and/or his family members, Tenant, guest or other invitee shall be deemed to be a debt due and payable by the Member concerned to the Association forthwith on demand.

29. ENFORCEMENT OF THE ESTATE RULES

- 29.1. For purposes of the enforcement of any of the Estate Rules, the Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Estate Rules of which a Registered Owner or Resident may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.
- 29.2. In the event of any Member disputing the fact that he has committed a breach of any of the Estate Rules or in the event of any Member appealing against a penalty, an *ad hoc* committee comprising of 3 (Three) Directors, will be appointed by the Chairperson for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct. Proceedings will take place without legal representation.

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

29.4. Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any Estate Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

30. GENERAL ESTATE RULES

30.1. The Association shall have control of the use of all recreational and entertainment facilities and all other amenities on the Common Property of the Estate and the Board shall have the right to levy charges for the use thereof.

30.2. In general, where no specific Estate Rules have applicability, the Association reserves the right for the Board to make Estate Rules from time to time that they may deem necessary subject to the approval of the Members.

31. The Association reserves the right to amend these Estate Rules from time to time in such a manner as the Board may deem necessary.

32. The Board will forward any changes in the Estate Rules to the Registered Owners and Residents care of the contact information provided by the Registered Owners and Tenants to them from time to time.

ACCEPTANCE

I, the undersigned _____ resident / tenant / owner / employee of: Erf/Unit Number: _____ hereby accept all the terms, conditions and rules as set out herein. I also acknowledge that the Board has the authority to amend the Estate Rules by virtue of the Memorandum of the Association and I agree that I am equally bound by any changes made in good faith by the Board in the future to the Estate Rules and agree to abide by them. I understand that a copy of the latest amended version of the Estate Rules is available upon request from the Association.

Signed at _____ on this the _____ day of _____ 20____.

Full Name:
Identity Number: