

# Equestria Estate Home Owners Association

(Non-Profit Company)

Registration No: 2002/028113/08

## **Rules & Regulations**

### **Introduction:**

Equestria Estate Home Owners Association strives to be an Estate of choice by "BETTER LIVING BY LIVING TOGETHER".

The Rules & Regulations are created to protect, secure and advance the communal interests of owners, residents and users of properties within Equestria Estate, to set uniform standards for the development and maintenance of the properties within Equestria Estate, to regulate the use of common areas within Equestria Estate and to promote good neighbourliness.

These Rules are intended to preserve these prime objectives of Equestria Home Owners Association and to elucidate the company's powers as more fully defined in the Company's Memorandum of Incorporation.

Equestria Estate Home Owners Association, through its elected Board of Directors, management team and contractors, must strive to ensure that the Rules & Regulations are applied and managed with care, circumspection and discretion in the best interest of the Estate community, and are enforced with the due process as allowed herein. Such enforcement shall be effected fairly by various means, from notices, verbal and written warnings, disciplinary fees, disciplinary hearings and, if necessary, legal proceedings and interdicts.

These Rules and annexures may be amended from time to time by the Directors of Equestria Estate Home Owners Association in accordance with Article 1.3 of the Memorandum of Incorporation.

## **Definitions:**

In these Rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- “Act” : Means, The Companies Act, 71 of 2008 and will have the same meaning as defined in the Memorandum of Incorporation.
- “Authorised Representatives” : Means the Estate Management that is duly authorised to act on behalf of the Board of Directors.
- “Board” : Means the Board of Directors of the company from time to time in office.
- “Breach” : The wilful or negligent transgression of a Rule/Rules created by Equestria Estate Home Owners Association punishable by a disciplinary fee levied to the member/s. The Association may, in addition to imposing a disciplinary fee, use whatever recourse it has in law to enforce compliance with its Rules.
- “Common Property” : Refers to the Common Property areas in Equestria Estate, including all the infrastructure, amenities and equipment of any nature, developed and/or installed on the Common Property areas and within servitude areas registered in favour of the Company, that are owned by the Company and for which the Company bears the responsibility to maintain, such as, amongst others, the security fencing and systems, entrance gates, including gardens and buildings.
- “Company” or “HOA” : Means Equestria Estate Home Owners Association NPC or Equestria x 31 – Registration Number: 2002/028113/08, established as a Non-Profit Company in accordance with the provisions of the Companies Act 71, of 2008.

"Disciplinary Committee"	: Means a panel of a minimum of 2 Directors to conduct a disciplinary hearing into an alleged disputed breach of a Rule and/or contravention of the Rules and/or disciplinary fee levied as a result of the breach/contravention.
"Estate Agent"	: Means an approved/affiliated person who sells and rents out a property for clients at an agreed price/commission. The term "Estate Agents" will include an auctioneer.
"Estate Management"	: Means the employees that are employed by the Home Owners Association working directly for Equestria Estate Home Owners Association.
"Levies"	: Means all contributions levied from time to time by the Directors upon Members for the purpose of meeting all expenses which the Company has incurred or which the Directors reasonably anticipate the Company will incur in the attainment of its objects and the pursuit of its business, and as more fully stipulated in the definition clause and Memorandum of Incorporation.
"Licensed Driver"	: Means a person holding a driver's license authorising him/her to drive a motor vehicle on a public road. The minimum age to hold a license is 18, with the exception of Code A1 (motorcycle license) for which the minimum age is 16.
"Managing Agent"	: Means any qualified and authorised person or body appointed by the Company as an independent contractor from time to time to assist the Company with the collection of levies and administrative arrangements not dealt with by the staff of the Company.

"Member" or "Members"	: Means the person who is reflected in the Deeds registry of the relevant Deeds office as the registered owner of a Unit/Erf in Equestria Estate. "Member" will include a person or persons representing that member by proxy in terms of the Act and the Memorandum of Incorporation. A director of a company, member of a Close Corporation, or trustee of a Trust or similar office bearer acting for the owner recorded in the Deeds Registry of a Equestria Estate property will be regarded as the deemed representative of such a legal entity.
"Owner"	: Means the owner or co-owner of a Unit/Erf in Equestria Estate
"Resident/occupant"	: Means an owner or tenant or occupant residing in Equestria Estate on a permanent basis.
"Staff"	: Means domestics, gardeners, employees (whether temporary or permanently employed) of owners and tenants in Equestria Estate.
"Tags"	: Means any device and/or biometric authentication that can be used to access the Estate.
"Tenant"	: Means a person or persons who occupies unit or ERF rented from a landlord/owner.
"Unit" or "Erf"	: Means an Erf or any subdivision thereof in Equestria Estate or a Unit established in terms of the Sectional Titles Act, Act 95 of 1986 within Equestria Estate.

Word importing:

- i. The singular shall include the plural and vice versa.
- ii. The masculine gender shall include females.
- iii. Persons shall include corporate bodies, partnerships, trusts, and any association of persons, whether constituting separate legal personality or not, and vice versa.
- iv. Head notes to paragraphs in the Rules are inserted for purposes of reference only and shall not affect the interpretation of provisions to which they relate.
- v. Reference to the MOI means this Memorandum of Incorporation, including all schedules and annexures thereto.
- vi. Any word or expression which is defined in the Act and which is not otherwise defined in these Rules shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the Company.
- vii. These rules shall be deemed to authorise the Company to do anything which the Act empowers a Company to do if so authorised by its MOI unless that authority is expressly excluded.
- viii. Should any clause or definition in the Rules conflict with the MOI of the Company then the content of the MOI will prevail.

# **Rules**

Equestria Estate Home Owners Association

(Non-Profit Company)

Registration No: 2002/028113/08

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## Rules

### 1. Introduction and Applicability

- 1.1. Equestria Estate Home Owners' Association (the "Association") is a NPC (Non-Profit Company). The company's Memorandum of Incorporation (MOI) contains provisions, which enables the Association to create Rules and to enforce them.
- 1.2. In addition to the main objectives of the Association, the Association created Rules to:
  - 1.2.1. Ensure a harmonious community living is achieved when residents use and enjoy their property as well as the public areas of the Estate. General consideration of all residents by and for each other is a prerequisite for harmonious relations with Equestria Estate.
  - 1.2.2. The principal objective of the Rules is to preserve and enhance the security, aesthetics and environment for the common good of Equestria Estate community, whilst at the same time protecting the financial interests of Home Owners.
  - 1.2.3. Control the use of roads and open areas in Equestria Estate, subject to all local, provincial and national laws.
  - 1.2.4. Issue and thereafter vary, alter, retract or add to Rules in Equestria Estate.
  - 1.2.5. To allow the directors of the HOA to levy contributions against its members as regularly as they may deem sufficient to defray the expenses of the HOA as stipulated in the MOI.
  - 1.2.6. The rules have been established in accordance with the Memorandum of Incorporation of Equestria x 31 Home Owners Association (hereinafter referred to as HOA, a pre-existing Non-Profit Company with members), as defined in the Companies Act, 71 of 2008. The Rules set out below in this document are binding on all members of the HOA as well as on residents of units in Equestria Estate who are not owners and thus not members of the HOA. In this regard, the registered owners in

Equestria Estate shall be responsible, as members of the HOA, for ensuring that residents of their units who are not members of the HOA as well as the members' families, tenants, visitors, friends, employees contractors and invitees abide by the Rules of the HOA. The Rules provide that an act or omission by any of the aforementioned persons which, had it been done or omitted by the member, would amount to a breach of a Rules of the HOA and will be deemed to have been the act or omission of the member and hence a transgression of the Rules by the member.

- 1.2.7. The decision of the Board of Directors (hereafter referred to as Board) is final and binding in respect of the interpretation of these Rules.
- 1.2.8. The owners of the properties at Equestria Estate are responsible for ensuring that members of their families, their tenants, visitors, friends, employees and contractors abide by these Rules.
- 1.2.9. Every person who receives transfer of an erf/unit in Equestria Estate will, upon registration of transfer, automatically become a member of the HOA. If the party taking transfer is not a natural person, they will be obliged, prior to transfer, to nominate a natural person to represent that party and notify the HOA of the full name, identity number, telephone particulars, street, email, and postal address of the said representative, failing which the HOA may choose the identity of the representative from among the directors, members, trustees, partners or other similar office bearers of the owner.
- 1.2.10. Every person that becomes a member of the HOA shall automatically cease to be a member as soon as such person ceases to be the registered owner of an erf/unit in Equestria Estate. Where an erf/unit is owned by more than one person, all the registered owners shall together be deemed to be one member of the HOA, together have the rights of one member of the HOA, jointly and severally be liable for the member's obligations, and shall together exercise one vote at meetings of the HOA.



1.2.11. These Rules are subject to change from time to time at the discretion of the Board, who will cause any such additions or amendments to be ratified at a subsequent Annual General Meeting or by means of a Board Resolution, as the Board may deem fit.

1.2.12. The Rules pertaining to tenants, visitors, contractors, and employees (including the stated disciplinary fees) shall be implemented by the Board, or persons duly delegated with the appropriate responsibilities to act on behalf of the Board.

## **2. Enforcement Procedures**

2.1. Any wilful or negligent transgression of these Rules shall, irrespective of other terms and provisions in law, constitute a breach which may be punishable by a disciplinary fee of not more than R10 000.00 (ten thousand rand) per breach. However, should the offence/s reoccur the disciplinary fee is not limited to the aforesaid amount but can be cumulative, and guided by the Schedule of Transgression and Disciplinary Fees. The values contained in the Schedule of Transgression and Disciplinary Fees are reviewable by the Board of Directors from time to time and, if reviewed, notice shall be given thereof.

2.2. Any prior transgressions of any of the Rules, previously condoned by past Boards, will not be regarded as a precedent for future transgressions of a similar nature.

2.3. A Director, as elected to and serving on the Board of Directors of the HOA, the Estate Management, an owner or lawful occupier or any security officer or guard employed by or contracted to the HOA shall, in the case of a suspected transgression of the Rules shall be entitled to:

2.3.1. Call for and record any relevant name and address (including in the case of minors or unlicensed drivers, the names and addresses of their parents and/or guardians, and/or the owner of the vehicle);

2.3.2. Ascertain whether a driver is licensed;

2.3.3. Stop any vehicle (provided it is safe to do so and at own risk) where it is necessary for the aforesaid purposes;

- 2.3.4. Report suspected transgressions of the Rules to the Security and/or Estate Management.
- 2.4. No resident/owners may refuse receipt and/or delivery of any notices in terms of the Rules.
- 2.5. The Estate Management shall notify the suspected transgressor via email of the details of the charge, including details of the Rule/s allegedly transgressed and the disciplinary fee proposed in the case that the transgression is proven. Such disciplinary fees shall be imposed in accordance with the Schedule of Disciplinary Fees. Cases not dealt with in the schedule shall carry a disciplinary fee determined by the Estate Management subject to the maximum disciplinary fee as herein addressed.
- 2.6. The person or persons to whom such notice has been given may respond in writing within 7 (seven) business days of receiving the notice which may include:
  - 2.6.1. a denial of liability
  - 2.6.2. representations as to mitigating circumstances and/or after evidence
  - 2.6.3. representations as to the amount of the disciplinary fee
- 2.7. If no such response is received, the person's lack of response will be deemed an admission of guilt and the proposed disciplinary fee shall be payable. Such notice shall be given to the transgressor (and if the transgressor is not an owner, the owner will be copied). The transgressor or owner have 30 days (one calendar month) from receiving an invoice to send proof of payment, if no proof of payment is received after the 30 days (one calendar month) the disciplinary fee shall be added to the levy account for that property/unit.
- 2.8. The transgressor has the right of appeal against the finding of guilt and/or the disciplinary fee/fees imposed, as provided for hereunder, if written notice thereof is given to the Estate Management at the Management Office of the Association within 7 (seven) business days from delivery of the notice.

- 2.9. If the alleged transgressor has denied liability or has appealed against the decision or disciplinary fee of the Estate Management or other authorised official, the matter shall be referred for a disciplinary hearing to be held, the time and place of which are to be arranged by the Disciplinary Committee.
- 2.10. The appeal hearing, which is a hearing 'de novo' and not a review, will be conducted before a Disciplinary Committee of at least two members of the Board of Directors, and the Estate Management. One of the Directors shall be appointed as chairperson of such committee. The procedure, to be followed by the chairperson, shall as far as possible be informal. However, the procedure will make allowance for the complainant and/or his/her witnesses to present evidence, the alleged transgressor to cross-examine the complainant and/or his/her witnesses, the alleged transgressor and/or his/her witnesses to present the case of the alleged transgressor, the complainant to cross-examine the alleged transgressor and/or his/her witnesses and for both parties to present final arguments. The aforementioned process is a mere guideline to determine the matter fairly.
- 2.11. Verbal evidence may be delivered, and a record shall be kept of the proceedings. The outcome shall be determined by a majority vote of the Disciplinary Committee and will be communicated in writing to both parties with reasons within 7 (seven) business days after presentation of the evidence. This will conclude the matter.
- 2.12. No legal representation shall be allowed.
- 2.13. If the alleged transgressor and/or his/her witnesses are absent at the hearing, the hearing shall proceed in his/her absence and any written representations by the alleged transgressor will be admitted on his/her behalf and be taken into account.
- 2.14. There shall be no further appeal from a finding and if the Disciplinary Committee makes an adverse ruling against the person, that ruling will, for purposes of the Memorandum of Incorporation and the Rules be treated as a transgression and/or a guilty verdict.
- 2.15. The decision of the Disciplinary Committee shall be final, and no further appeal shall be allowed thereafter.

### **3. ADMINISTRATION**

- 3.1. The Board of Directors is solely responsible for the administration and operations of the Estate. The Board in its sole discretion may elect to delegate certain or all of its managerial powers to the Estate Management Team and/or the Managing Agent.
- 3.2. The Estate Management or Managing Agent as aforesaid will collect levies on behalf of the HOA or alternatively levies will be collected by the Board. All levies are due and payable in advance on the first day of each and every month.
- 3.3. Interest will be charged on all arrear accounts, at the maximum rate allowed by law.
- 3.4. Levies shall, in addition to the amount payable as determined by a budget estimate, shall also include provision aimed at creating a Reserve Fund for the purpose of meeting unanticipated expenses.
- 3.5. In the interests of uniformity and to facilitate accurate administration, levies will not be calculated on an individual unit basis and shall be calculated by taking into account the total number of the units, proposed and/or developed, in Equestria x 31.
- 3.6. Legal action, to be determined from time to time, will be imposed on owners with accounts in arrears. The HOA shall be entitled to recover all legal costs incurred by the attorney and own client scale.
- 3.7. The Board may amend or add to the Rules from time to time, as may be deemed necessary to ensure harmonious coexistence of residents. Any such amendments or additions shall be of full force and effect pending ratification at a subsequent AGM and/or by means of a Board Resolution.
- 3.8. Any Standard Operating Procedure that is adopted by the Board, will be incorporated into the Rules & Regulations and the MOI.
- 3.9. The Board has the right to issue disciplinary fees to transgressors where any of the Rules and Regulations as stipulated by the HOA from time to time have been breached or infringed upon.
- 3.10. Any charge/disciplinary fee referred in these Rules shall, unless specifically stated otherwise in these Rules, be levied against the relevant owner's levy account and shall be due and payable on the due date of payment of the relevant levy statement.

- 3.11. All expenditure undertaken for or on behalf of the HOA shall be affected in accordance with the principles of best practice pertaining to private businesses.
- 3.12. In particular, any single expenditure in excess of R5 000.00 (five thousand rand) shall be subject to the acquisition of at least 3 quotes for comparable goods or services, unless deemed as an emergency and/or industry specific contractor e.g. plumber, electrician.

#### **4. DISCIPLINARY FEES**

- 4.1. The Board has the right to introduce and enforce the payment of disciplinary fees against any transgressors of any Rules contained in these Rules or its annexure or any amendments thereof.
- 4.2. Should any transgressor, as referred to above, not be a member of the HOA, the member whose, without limitation, invitee, tenant, contractor, employer or any person who the stated owner is liable for is the transgressor shall be liable to the HOA for the payment of the disciplinary fee.
- 4.3. It is hereby expressly confirmed that the Estate Management or the Managing Agent have been authorised to impose any disciplinary fee referred to in these Rules.
- 4.4. Any incident and/or transgression will be valid and kept on file for a period of 12 (twelve) months.

#### **5. SECTIONAL TITLE COMPLEXES WITHIN THE ESTATE**

- 5.1. These Rules shall apply to the Sectional Title Complexes, owners and residents within Estate and these Rules shall be deemed to be incorporated into the Rules laid down by various Body Corporates of the respective Sectional Title Complexes and the Board may require the stated Body Corporates to amend their stated Rules in order to include these Rules.
- 5.2. These Rules shall be deemed to be the minimum standard to which all Sectional Title Complexes, owners and residents within the Estate need to comply with.
- 5.3. Should the Rules of a Body Corporate not be amended as aforesaid and/or until the Rules of a Body Corporate be amended as aforesaid

these Rules, shall be regarded as the forming part of the Rules of the Body Corporate and should there be any conflict then these Rules shall prevail.

- 5.4. The Board and/or the Estate Management and/or the duly Managing Agent shall be entitled to take such steps as they deem necessary to ensure the aesthetics and/or all other values of the Estate are adhered to by the Sectional Title Complexes, owners and residents with the Estate.

## **6. OWNERS, TENANTS, VISITORS, CONTRACTORS and EMPLOYEES**

- 6.1. Should any owner let his/her property, he/she shall inform and provide his/her tenants with the Estate Rules & Regulations.
- 6.2. The occupant of any property within the Estate are liable for the conduct of their visitors, contractors, and employees, and must ensure that such parties adhere to these Rules & Regulations.
- 6.3. The Home Owners Association and Body Corporates shall not be liable for any damage or loss which may arise in whatever manner on Equestria x 31.

## **7. LEVIES**

- 7.1. The levies are regulated by the MOI.

## **8. LETTING AND RESELLING PROPERTY**

- 8.1. The concept of the Estate imposes certain restrictions on the manner in which agents may operate therein. In order to ensure that the Rules applicable to the HOA, which regulate property ownership and occupation, are made known to new residents, the following Rules relating to the re-sale or letting of property shall apply.
- 8.2. An owner is permitted to sell or lease his property himself, without using an approved/affiliated agent, provided that the rules applicable to such approved agent are strictly adhered to.
- 8.3. The agent and the owner must ensure that the buyer and/or tenant is informed of and receives a copy of these Rules as well as the respective Sectional Title Complex Rules. These Rules as well as the respective Sectional Title Complex Rules must be attached as an annexure to any deed of sale or lease agreement.

- 8.4. A Clearance Certificate must be obtained from the Managing Agent at a cost, to be determined from time to time by the Board, prior to the lodgement with each transfer.
- 8.5. No transfer of a property may take place without the issue of a Clearance Certificate.
- 8.6. No property may be let or utilized for the purpose of a commune, hostel, guest house and/or Airbnb.
- 8.7. Agents must personally accompany a prospective purchaser or tenant.
- 8.8. Agents are not permitted to erect any advertising material or any signage boards without the permission of the Board and/or through its authorised representatives.

## **9. SALE**

- 9.1. Home Owners Association: The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to, The Purchaser acknowledges that he/she is obliged upon registration of the property into his/her name to become a member of the Company and agrees to do so subject to the Memorandum and Memorandum of Incorporation of this body.

### **Conditions of Title:**

- 9.2. The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the Purchaser takes title to the property:
  - 9.2.1. "Every member of the section, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a member of the HOA and be subject to its constitution, until he ceases to be a member as aforesaid."
  - 9.2.2. "The section shall not be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the HOA."
  - 9.2.3. "The member of the section, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a

Clearance Certificate from the HOA Managing Agent which certifies that the provisions of the Memorandum of Incorporation of the HOA have compiled with."

- 9.2.4. "The terms "HOA" in the aforesaid conditions of title shall mean Equestria x 31 Home Owners Association (a Non-Profit Company with members). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, the Purchaser hereby agrees to such amendment."

## **10. LEASE**

- 10.1. The tenant acknowledges that, upon occupation of the leased premises, he/she and his/her family, visitors, employees and servants shall adhere to all Rules as contained in this document.
- 10.2. Where tenants continuously breach the Rules, the owners can be requested to terminate the lease agreement and/or be held liable for the maximum disciplinary fee allowed under these Rules. This clause must be written into the lease agreement, and owners should make provision for reclaiming amounts incurred as a result of any breaches of these Rules as well as the respective Sectional Title Complex Rules.

## **11. APPROVED/AFFILIATED AGENTS**

- 11.1. An agent becomes an approved/affiliated agent after signing an agreement with the HOA to the effect that such agent will abide by the stipulated Rules and procedures applicable to the sale and/or a lease of the property with the Estate, and after having been inducted in respect of the Rules and procedures under which a purchaser and/or lessee acquires and/or leases the property in the Estate.
- 11.2. Any agent or agency not complying in full to all the Rules and procedures of the Estate as well as the specific requirements of the signed Agent Affiliation Agreement will forthwith be prohibited to conduct business within the Estate, have their approval status revoked and be denied access into the Estate for such purposes.
- 11.3. Affiliation of agents may be reviewed by the Board and/or through its authorised representatives from time to time, and an updated list of approved/affiliated agents will be made available at the Estate Management Office.



- 11.4. The affiliation requirements for agents may be reviewed by the Board and/or through its authorised representatives from time to time.

## **12. SECURITY**

- 12.1. Owners, residents or a visitor to the Estate shall not abuse security personnel and similarly, security personnel shall treat all owners, residents and visitors to the Estate with due respect.
- 12.2. Security Rules and operating protocols concerning access and egress at the entrance gates and elsewhere on the Estate shall be adhered to at all times. It will be considered to be a breach of the Security Rules if any owner, resident or visitor to any owner or resident:
- 12.2.1. Gains access to the Estate by walking through and/or underneath the booms instead of the security turnstile
  - 12.2.2. Tailgate another vehicle when entering or exiting the Estate
  - 12.2.3. Tailgate another person when entering or exiting the Estate
  - 12.2.4. Granting access to a person to access the Estate by using his/her own access tag instead of following the appropriate visitor access protocol;
  - 12.2.5. Intimidates or attempts to intimidate security personnel at the gates;
  - 12.2.6. Allowing anyone other than the registered user to utilise the access tags.
  - 12.2.7. Entering the Guardhouses and/or Security Control Room.
  - 12.2.8. Assist visitors, or any other person to gain unauthorised access into or out of the Estate or any Sectional Title Complex.
- 12.3. No owners, residents or any other person may issue instructions to Security Guards.
- 12.4. All owners, residents or any other person must ensure that their domestic workers and/or contractors in their employment adhere specifically to the security stipulations. Should residents give their domestic workers and/or contractors items that may be removed from the Estate, such workers

must be provided with a permission slip as proof to be shown to Estate security.

- 12.5. All incidents/accidents if it is burglary, damage to property, noise disturbance, domestic violence, illegal activities or any other level of crime incidents/accidents must immediately be reported to either Estate Management or the Security Control Room at the Clubhouse.
- 12.6. All owners, residents or any other person must adhere to the rule that no food, keys, drinks, money, tags or parcels or any other item may be given to the security guards and/or be left at Libertas/Cura gate and/or Clubhouse.
- 12.7. Body Corporates or residents on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 12.8. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.
- 12.9. Any person with a vehicle not using a tag or whose tag is not working needs to park in the visitor's lane to be assisted by security to obtain access following the appropriate visitor access protocol.
- 12.10. Security company is contracted to the Home Owners Association. Their scope of work is to provide guarding services for the perimeter wall, Libertas and Cura gate, Oval, Control Room and any HOA property 24 (twenty-four) hours a day, 365 (three hundred sixty-five) days a year.
- 12.11. Any Sectional Title Complex in the Estate can contract their own security company for guarding services in their complex for any reason whatsoever, The HOA guarding company is not for use at the complex's discretion.
- 12.12. Equestria Estate Home Owners Association will make use of their contracted security company to assist complexes with any Level 1 Crime, Level 2 Crime or Level 3 Nuisances as a courtesy.
- 12.13. Each level of crime or nuisance will be determined and approved by the Board and/or through its authorised representatives.
- 12.14. If security needs to attend to any Level 3 nuisances, 3 (three) times within a period of a 3 (three) month period to the same unit, a disciplinary fee will be issued.

- 12.15. No person is allowed to provide false information to Security or Estate Management.
- 12.16. Any ID card, tag or biometric identification, or identification system of any kind that the Board may prescribe for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner and resident with respect to people in his/her employment or contracted to him/her.
- 12.17. Owners and residents will abide by and are obliged to request visitors to adhere to security protocol, especially at all access points to the Estate.
- 12.18. All breaches of security should be reported to the security control room and/or security supervisor and/or Estate Management.
- 12.19. As successful security depends on community involvement and attitude, owners and residents should be aware that they need to adhere to security procedures and protocols to ensure its success.
- 12.20. Owners, residents, and their visitors will not tamper with any security equipment or installation in any way and shall report any such attempts and/or observed malfunction to security staff and/or the Estate Management.
- 12.21. Security and Estate Management personnel will have reasonable access to units/properties to do required maintenance and installations and to check on alarm activations. No unit/person may refuse entry to his/her unit/erf to attend required maintenance, installations and/or checking of alarm activations.
- 12.22. Owners and residents are obliged to familiarize themselves with the security protocols and procedures of the Estate.
- 12.23. Sectional Title Complexes, owners and residents are permitted to appoint a private security company to provide monitoring, alarm, and reaction services. Any private security company reacting to any such alarm activation will be allowed access to the Estate in accordance with the Estate's access Rules and visitor protocols.
- 12.24. Owners and residents who initiate or assist in the initiation by any person or who contributes to the breach of any of the Estate's Security Rules in a criminal manner will be subjected to the maximum disciplinary fee that can be imposed in terms of these Rules.

- 12.25. Sectional Title Complexes, Owners and residents are required to ensure that no trees or shrubs or any other object on their property interferes in any way with the estate's perimeter security wall/fence in such a manner as to compromise its effectiveness and when this does occur, they are required to take immediate action to remedy the problem. In the event of the sectional title complex, owner or its resident not taking necessary action, the HOA will be required to give the sectional title complex, owner or its resident 7 (seven) days written notice to take the necessary action, failing which, the HOA will be required to undertake the necessary action and to charge the cost incurred to the relevant party.
- 12.26. Entrance into a Sectional Title Complex for which a person does not have specific authorisation is strictly prohibited.
- 12.27. Any person who is deemed by the HOA to have contravened any law of the Republic of South Africa (which laws include, but are not limited to, any national or provincial legislation, by-law, regulation or otherwise) or commits a crime as defined in Schedules 1 (one) to 7 (seven) of the Criminal Procedure Act 51 of 1977 as amended upon any area maintained, utilized or serviced by the HOA shall be liable to a disciplinary fee.
- 12.28. Conduct deemed to be illegal includes but is not limited to:
- 12.28.1. Illegal drug usage or possession
  - 12.28.2. Trespassing
  - 12.28.3. Any lewd behaviour
  - 12.28.4. Public indecency
  - 12.28.5. Forgery of any documentation
  - 12.28.6. Assault
- 12.29. The disciplinary fee as mentioned in paragraph above 12.27. shall be up to R10 000.00 (Ten Thousand Rand) depending on the severity thereof.
- 12.30. Any person who is deemed by the HOA to have intentionally, by means of any communication whatsoever, communicated to one or more persons in a manner that:

- 12.30.1. advocates hatred towards that person or persons or any other person or group of persons.
- 12.30.2. is threatening, abusive or insulting towards that person or persons or any other person or group of persons; based on race, sex, which includes intersex, ethnic or social origin, sexual orientation, religion, belief, culture, language, age, disability or nationality, shall be liable to a disciplinary fee.

12.31. Owners or their tenants must ensure that domestic workers and other employees do not loiter within the Estate and specifically not at any prominent places such as at the gates, road circles, streets etc.

### **13. PETS**

- 13.1. Pets may only be kept on properties with in Equestria x 31 after the resident concerned has obtained permission, in writing from the respective Body Corporate Trustees. The local authority by-laws relating to pets and domestic animals will be strictly enforced.
- 13.2. Poultry, pigeons, aviaries, wild animals, or livestock may not be kept within the Estate.
- 13.3. Non-domesticated animals should be left alone in their natural habitat, feeding/catching of non-domesticated animals are prohibited.
- 13.4. Pets are not permitted to roam the streets and dogs must be kept on a leash at all times, when not in the confines of its owner's premises, and no pets are allowed in the clubhouse, kiddies playground, tennis courts or swimming pool area.
- 13.5. Should animal excrement be deposited in any common property area, the pet owner shall be responsible for the immediate removal thereof and placing such excrement in a suitable bag which it be closed securely and disposed of into an appropriate rubbish bin. Residents must, for this purpose ensure that they have a suitable bag/equipment with them when walking their dogs.
- 13.6. Every pet must wear a collar with a name tag indicating the name, telephone number and address of its owner. Stray pets without identification tags may be kept for 48 (forty-eight) hours and if unclaimed will be apprehended and handed over to an animal shelter.

- 13.7. The Board reserves the right to request the resident to remove his/her pet, should it become a nuisance within the Estate; likewise, the Board may, after instituting the appropriate disciplinary measures, require that the dog be removed from the Estate.
- 13.8. All pets must be sterilized. Pets must be immunized against rabies, Certificates evidencing compliance must be produced and submitted when seeking authorisation to keep a particular pet.
- 13.9. Complaints about pets must be submitted in writing to the respective Body Corporate Trustees, who will consider the problem and bring same to the attention of the pet's owner if necessary. Should the pet's owner concerned fail to effect immediate remedial action, the matter will be decided upon by the Board whose decision on the matter will be binding and final.
- 13.10. Pet owners are required to take full responsibility for their animals, which may under no circumstances be left on the relevant premises for a maximum period exceeding 24 (twenty-four) hours without adequate and responsible human supervision. In this regard, animals shall be kept in terms of the bi-laws and specific guidelines of the SPCA.
- 13.11. No vicious and/or large breed dogs shall be permitted within the Estate or at any Sectional Title Complex within the Estate.
- 13.12. Slaughtering of animals shall only be allowed for religious and cultural purposes and shall only be permitted within the confines of a section (and under no circumstances on the common property of the Estate or within a Sectional Title Complex), subject to the following conditions:
- 13.12.1. The person requiring to undertake such religious or cultural slaughter shall give the Board at least 30 (thirty) calendar days written notice of the intended slaughter and which notice must specify:
- 13.12.1.1. The date and time of the proposed slaughter
- 13.12.1.2. The type of animal that is to be slaughtered
- 13.12.1.3. The name and qualifications of the person who is to undertake the slaughter

13.12.1.4. Confirmation and undertaking that the animal will be brought onto the Estate immediately prior to the slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the slaughter.

13.13. The following notices shall accompany the application referred to in paragraph above:

13.13.1. From the applicable local authority confirming that all by-laws with regards to the religious or cultural slaughter have been/will be compiled with.

13.13.2. From the applicable health department confirming that all the health regulations with regards to the religious or cultural slaughter have been/will be compiled with.

13.13.3. From the Society for the prevention of Cruelty to animals confirming that an official from their organisation shall be present at the proposed slaughter to ensure that the animal is slaughtered in as humane a way as required by the relevant ritual or culture.

13.13.4. Confirmation that notice has been given to the neighbouring owners of the date and time of the proposed slaughter together with confirmation that they have received such notice.

## **14. SWIMMING POOL**

14.1. Swimming Pool area will be open from 08:00am to 22:00pm.

14.2. Children under the age 12 must be accompanied and supervised by an adult, no life guard on duty.

14.3. The following will not be allowed in the swimming pool area:

14.3.1. Glass bottles and/or glasses and/or breakable articles

14.3.2. The use of alcoholic and/or any illegal substances, smoking and/or any related tobacco products.

14.3.3. Food, snacks and/or drinks

14.3.4. Jumping and/or diving and/or running

14.3.5. Pets (Guide dogs only)

14.4. People using the swimming pool must be properly attired in a proper swimming costume. Swimming in underwear and/or in the nude is strictly prohibited.

## **15. MULTI-SPORTS/TENNIS COURT**

15.1 Courts will be used on a first come first served basis.

15.2. Courts will be open from 06:00am to 17:30pm.

15.3. Only tennis, netball and basketball shoes are allowed.

15.4. Only the correct equipment will be allowed such as basketballs, tennis balls, netballs, volleyballs, badminton, and tennis rackets.

15.5. No play will be allowed if courts are wet.

15.6. Smoking, food and/or drinks, music, roller skates, bicycles, skateboards, or any other equipment will not be allowed on the courts.

## **16. JUNGLE GYM**

16.1. No children over the age of 10 years are allowed to play on the jungle gym.

16.2. No pets allowed in the area.

16.3. No smoking, food and/or drinks will be allowed in the area.

## **17. SQUASH COURTS**

17.1. Courts will be open from 05:00am to 22:00pm.

17.2. No smoking, food and/or drinks will be allowed on the courts.

17.3. Only squash and/or no marking shoes are allowed.

17.4. No activity other than the intended purpose are allowed.

17.5. Only the correct equipment will be allowed such as squash balls and squash rackets.



## **18. CLUBHOUSE AND OVAL AREA**

- 18.1. The use of glass bottles and/or glasses and/or breakable articles in the parking area is prohibited.
- 18.2. The use of alcoholic substances on any Estate common property is strictly prohibited. This includes the oval area, swimming pool, parking areas, braai areas, clubhouse areas, or any other public and/or entertainment area.
- 18.3. The toilets must be kept clean and tidy at all times.
- 18.4. Should any facility not be used for its intended purpose, this will need to be approved by the Board and/or its authorised representatives.
- 18.5. Only residents will be allowed to rent the clubhouse hall.
- 18.6. Over and above what is set out in these Rules, the use of the Clubhouse is specifically subject to the following Rules:
  - 18.6.1. Anyone intending to use the Clubhouse shall book the Clubhouse in accordance with procedures set out by the HOA Board of Directors and shall pay a rental and a deposit of which an amount will be refunded.
  - 18.6.2. The balance of an amount of the abovementioned refundable deposit shall be refunded to the hiring person after the following amounts have been deducted:
    - 18.6.2.1 Any damage caused to the Clubhouse been rectified. Should the costs of repair of such damages exceed the balance of the deposit, the hiring person shall, upon written notification, become liable for any such additional costs; and
    - 18.6.2.2. Any disciplinary fees payable by the hiring person been deducted.
- 18.7. Music may be played in the Clubhouse subject to the following restrictions:

- 18.7.1. The playing of music shall be in the most considerate way possible and in such a way as to not cause a nuisance to other residents.
- 18.7.2. Should the stated music be deemed to be causing a nuisance and the hiring person is notified by a representative of the HOA and he/she fails to rectify the situation immediately, the HOA may cut the electricity and impose any disciplinary fee that the HOA may deem appropriate.
- 18.8. The playing of music in the Clubhouse or surrounding area shall cease at the following times:
  - 18.8.1. Monday to Thursday – 20:00pm
  - 18.8.2. Friday and Saturday – 21:00pm
  - 18.8.3. Sundays – No music may be played at the Clubhouse or the surrounding area. The Clubhouse is also not available for bookings.
- 18.9. Without exception the use of bicycles, skateboards, roller blades and/or roller skates and/or any other equipment in the Clubhouse is prohibited.

## **19. RULES OF THE STREETS**

- 19.1. The streets of the Estate are for the use of all residents, whether it be on a bicycle, motorcycles, or any other licensed vehicle. It is to be noted that bicycles, motorcycles, or licensed vehicles are considered to be part of the street environment, but not necessarily the dominating factor.
- 19.2. All roads within the Estate are subject to the relevant road traffic ordinances and/or by-laws.
- 19.3. The speed limit is strictly to a maximum of 40 (forty) km per hour with caution or as specifically indicated by the speed limit signs, reckless driving is prohibited.
- 19.4. Unless contradicted by the express provisions stated hereunder, the local road traffic ordinances regarding road and street usage shall apply and may be enforced by the Board as is specifically stated herein.
- 19.5. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

- 19.6. Engine powered vehicles, e.g. cars, road motorcycles, are permitted to drive on the streets of the Estate only. Parks, grass and pavements are off-limits for engine powered vehicles in the streets or anywhere else within the Estate.
- 19.7. Parking on sidewalks and in the streets opposite traffic islands or non-demarcated areas, is prohibited. Vehicles and/or trailers may not be stopped or parked, for any duration of time, on any road or grass area within the Estate without an approval from the Board and/or through its authorised representatives.
- 19.8. Pedestrians will frequently cross streets at designated crossings within the Estate and have the right of way. Motorists are reminded to always approach crossings with caution.
- 19.9. The use of road/off-road motorcycles, four-wheelers or other vehicles with noisy exhaust systems driving in the Estate, is prohibited.
- 19.10. Only licensed and roadworthy vehicles, which would be permitted to be operated on public roads, are allowed to be used in the Estate.
- 19.11. Racing, violent acceleration, excessive revving or trick riding are prohibited in Equestria Estate.
- 19.12. Cyclists are allowed to make use of the booms when entering/exiting the Estate. Only 1 (one) cyclist allowed at a time.
- 19.13. The use of sound systems in the common property of the Estate, is prohibited.
- 19.14. Any damage caused to the curb side, traffic signs, lamp posts, other road markings and common property, shall be for the account of the person/persons and/or owner of the unit who caused the damages.
- 19.15. The offender/person who is responsible for the offender's actions referred to in paragraph 19.14. shall be liable for the cost of the repairs. The Board, through its authorised representatives will arrange with the Estate contractors for the repairs. An invoice will be sent to the offender/person and/or owner of the unit who is responsible for the offender's actions.
- 19.16. Owners, visitors and residents using the common property parking areas e.g. clubhouse parking, may only use such areas for a maximum period of

12 (twelve) hours, unless expressly authorised by the Board, through its authorised representatives, to use such parking areas for longer.

- 19.17. Only licensed drivers are permitted to operate engine powered vehicles in the Estate, in accordance with the provisions of their respective license.
- 19.18. Only owners/residents/visitors and/or persons that have a valid disabled disc that is visible in the windscreen are allowed to park in the disabled parking bay.
- 19.19. Overflow parking at Equestria Estate main gates namely Cura Gate and Libertas Gate is only used for traffic control to assist with long que visitors. This parking is essential for the Estate, these overflow parking's may only be used for a maximum of 15 (Fifteen) minutes, unless expressly authorised by the Board through its authorised representatives, to use such parking areas for longer.
- 19.20. The Association will, on the filing of a complaint against an identifiable person/unit who disregarded the safety of others or caused a dangerous situation or wilfully contributed thereto and in so doing ignored the safety of others, act against the relevant person/unit who disregarded this Rule by issuing a disciplinary fee as specified in the schedule of disciplinary fees against the relevant person/unit of the property responsible and/or reporting the incident/s to the traffic authorities.

## **20. RESIDENT REGISTRATION & ACCESS PROCEDURES**

- 20.1. These procedures are subject to change from time to time at the discretion of the Board, who will cause any such additions or amendments to be ratified by means of a Board Resolution.
- 20.2. The following documents are required to register owners, no owner will be registered without these documents submitted to the Management Office:
  - 20.2.1. Equestria Estate Registration Form
  - 20.2.2. Valid ID or Valid Passport (Driver's licenses will not be accepted)
  - 20.2.3. Valid Work/Study permit (If applicable)
  - 20.2.4. Vehicle License Renewal or Proof of usage

- 20.2.5. HOA Levy Statement or Transfer Letter (Offer to purchase will not be accepted)
- 20.3. The following documents are required to register tenants, contractors and agents, no tenant, contractor or agent will be registered without these documents submitted to the Management Office:
  - 20.3.1. Equestria Estate Registration Form
  - 20.3.2. Valid ID or Valid Passport (Driver's license will not be accepted)
  - 20.3.3. Valid Work/Study permit (If applicable)
  - 20.3.4. Vehicle License Renewal or Proof of usage
  - 20.3.5. Valid Lease Agreement
  - 20.3.6. Equestria Estate Credit/Criminal Check Consent Form
  - 20.3.7. Criminal Check Report (AFIS approved)
  - 20.3.8. Credit Check Report (Only checks from a registered Credit Bureau will be accepted)
  - 20.3.9. Confirmation of Income (Payslip – If the Management Office needs to do a Credit Check)
- 20.4. Credit/Criminal checks must be done on all the lessees reflecting on the lease agreement.
- 20.5. New Owners/Residents must register at the Estate Management Office in order to obtain access to the Estate by submitting all the required documentation that are stipulated in 20.2 and 20.3.
- 20.6. All vehicles must be registered at the Management Office.
- 20.7. Any changes made to the access control system will only be allowed by the authorised person in such case the owner/tenant will need provide ID or Passport for the Estate Management to confirm if he/she is the authorised person.
- 20.8. Access tags may not be utilised by anyone other than the registered user nor may they be loaned to other persons or being used to give access to

any person to enter or exit the Estate or used by any other vehicle that is not registered. It is not permitted to open for anyone to enter/exit the Estate with your registered tag.

- 20.9. Owners and their tenants are responsible for all tags that are issued for their unit.
- 20.10. It is the owners and their tenant's responsibility to report any lost/stolen tags immediately to the Estate Management.
- 20.11. No new or replacement tags will be issued to any unit and/or person if any disciplinary/damage fees are outstanding.
- 20.12. Each unit in Equestria Estate are allowed only 2 (two) vehicle tags and 2 (two) pedestrian tags, only 1 (one) tag per person.
- 20.13. Access tags can only be issued to persons residing in Equestria Estate.
- 20.14. A vehicle tag can only be issued to a person with a vehicle.
- 20.15. If any resident requires to obtain more than two tags in either category vehicle or pedestrian they will need to contact their relevant Managing Agency for approval of any additional tags. Any 3<sup>rd</sup> (third) tag request will be approved/declined by the relevant Body Corporate.
- 20.16. Any 4<sup>th</sup> (fourth) tags in either category vehicle or pedestrian will need to be approved by the resident's relevant Body Corporate and by the Board Chairperson of the Home Owners Association, the Board Chairperson of Equestria Estate Home Owners Association reserves the right to decline any tag request if he/she feel the proper criteria for issuing such tag has not been made.
- 20.17. Equestria Estate Board reserves the right to withdraw any tag if they found it was misused.
- 20.18. Any resident requesting additional tags will go under investigation and will need to submit a request in the following format to the relevant Managing Agency, requests that is not in this format will not be accepted for consideration.
- Complex Name:
  - Unit Number:
  - How many vehicle tags are registered:
  - How many pedestrian tags are registered:
  - Current registered vehicle users and their vehicle registration numbers:

- Current registered pedestrian tag users:
  - Name & Surname for the additional tag:
  - Requesting a vehicle or pedestrian tag:
  - Reason for additional tag:
- 20.19. Non-residents will not be authorised to obtain any tags from Estate Management.
- 20.20. Non-resident owners will not be authorised to obtain tags from Estate Management, non-resident owners may apply for phone access at their relevant Managing Agency.
- 20.21. No person will be allowed, phone or tag access, if they did not follow the set-out registration procedure of Equestria Estate.
- 20.22. Prospective residents must inform the Estate Office a minimum of 48 (forty-eight) hours before moving in to the Estate. Residents moving out of the Estate needs to informed the Estate office 48 (forty-eight) hours prior to moving out.
- 20.23. By signing Equestria Estate registration form, the resident/owner gives consent that Equestria Estate HOA may provide their personal information to service providers of Equestria Estate for the purpose of communication and access only.
- 20.24. A tenant has the right, during the lease period, to privacy, and the landlord/owner may only exercise his/her right of inspection in a reasonable manner after reasonable notice was given to the tenant.
- 20.25. Any foreign national that wishes to register in Equestria Estate needs to provide Equestria Estate HOA with a valid passport and work or study permit before registration.
- 20.26. All tenants or potential new tenants are required to provide the HOA a credit and criminal record check or provide the HOA consent to allow the HOA to perform a credit and criminal record check at least 5 (five) business days prior to the date of occupation.
- 20.27. All new registration applications must be submitted by the prospective tenant at least 5 (five) business days prior to the date of occupation.

- 20.28. Any new tenant who refuses to provide the HOA with a criminal or credit check or consent to perform a criminal or credit check shall not be allowed to register and obtain tags.
- 20.29. Any tenant moving from one unit to another needs to follow the process of a new tenant.
- 20.30. The tenant acknowledges that, upon occupation of the lease premises, his/her family, his/her visitors, and employees shall adhere to all Rules.
- 20.31. When a tenant's lease expires the tenants needs to re-register by completing a registration form and submit a new valid lease agreement or a valid addendum to the previous lease agreement.
- 20.32. Lease agreements will only be accepted if the owner/landlord and tenant's details are clearly visible in the agreement, all parties' signatures clearly visible and that an agreement does not exceed 24 (twenty-four) months, a start date and end date must be clearly visible.
- 20.33. Lease agreements nor addendums with an open-ended period will not be accepted.
- 20.34. Any written changes on a lease agreement needs to be initialled by all the parties involved.
- 20.35. Month-to-Month agreements will only be accepted when the initial lease period expired and if the lease agreement clearly indicate the agreement will change to a month-to-month.
- 20.36. Tenants on a month-to-month agreement need to re-register every month at the management office by completing a registration form.
- 20.37. Tenant's who's lease agreement expires will be notified via email by Estate Management to re-register at the Estate Management Office, the tenant is responsible to register before their lease expires. Equestria Estate HOA will not be held responsible if the tenant did not receive an email regarding tag expiry no matter the reason.
- 20.38. Any tenant who does not re-register before their lease expire will be charged an admin fee for late re-registration.
- 20.39. Owners/Tenants/Residents that wish to make any changes to the access control system, tag users, names, surnames, vehicle details, contact details etc. needs to complete a new registration form. Estate



Management Office only works from 1 (one) registration form, by re-completing all the details on a new registration form will be replaced with the current registration form on file.

- 20.40. Dialling list contact numbers, only 1 (one) number per person and only 2 (two) numbers will be allowed to be registered on a unit.
- 20.41. Visa/permit conditions for any foreign national will be enforced. No foreign national will be registered if he/she does not adhere to the conditions stipulated on their visa/permit.

## **21. GOOD NEIGHBOURLINESS**

- 21.1. Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property in the Estate.
- 21.2. No business may be conducted on the Estate common property or unit/ERF without the expressly written consent of the Board. Such business operations must adhere to the criteria and conditions as specified by the Board and to local municipal by-laws.
- 21.3. In making a decision with regard to the written consent referred in paragraph 21.2. above the Board must consider:
  - 21.3.1. What impact the proposed business will have on the Estate security?
  - 21.3.2. Would the proposed business be exclusively for residents or also for non-residents?
  - 21.3.3. What impact the proposed business will have on traffic into the Estate and Sectional Title Complexes?
  - 21.3.4. What impact it will have on the noise in the Estate?
  - 21.3.5. Will it impact negatively on the neighbouring units or Sectional Title Complexes?
  - 21.3.6. Will it have a negative impact on the security of the Estate?
  - 21.3.7. Will it fit in with the general character of the Estate?
  - 21.3.8. What impact will it have on the investments with the Estate?

- 21.3.9. Have the neighbouring units or Sectional Title Complexes consented to the business?
- 21.3.10. Will there be sufficient parking available for the business?
- 21.4. Any person wishing to conduct business from a Sectional Title Complex unit or anywhere else in the Sectional Title Complex, needs to consult with the Trustees and/or Portfolio Manager of the relevant Body Corporate.
- 21.5. The volume of music or electronic instruments or social activities must be kept at a level so as not to create a nuisance to neighbours. Whether or not any activity amounts to a nuisance shall be determined by the Board, through its authorised representatives, with reference to the purpose and objectives of these Rules.
- 21.6. Refuse, refuse bins, garden refuse and refuse bags may not be placed on the common property of the Estate. Any Sectional Title Complex may place their refuse bins and refuse bags in an allocated space that is allocated by the Board, through its authorised representatives for collection. It's the Body Corporate responsibility to thoroughly clean the allocated space as soon as if the collection is done.
- 21.7. Advertisements or publicity material in the Estate may not be exhibited or distributed unless the consent of the Board, through its authorised representatives has been obtained in writing.
- 21.8. Advertisements or publicity material in any Sectional Title Complex is prohibited, any person that would like to distribute publicity material in any complex needs to obtain approval through the relevant Complex Managing Agent.
- 21.9. In the event of annoyances or complaints, the parties involved should attempt, as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:
- 21.9.1. Written submissions will be made by the parties involved in the dispute to the Board and/or Disciplinary Committee.
- 21.9.2. The Board/Disciplinary Committee may, at their sole discretion, decide as to whether the Board will arbitrate on the matter or not.

- 21.9.3. In the event that the Board is of the view that they are entitled to arbitrate on the matter, the decision of the Board shall be final and binding in respect of the resolution of the dispute.
- 21.10. In the event that the Board is of the view that they are not prepared to arbitrate in the matter, the Board may either:
- 21.10.1. Inform the parties involved that the Board is not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration; or
- 21.10.2. The Board may refer the matter to an independent arbitrator, at the Board's discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute.
- 21.10.3. In this regard, the arbitrator's decision shall be final, and binding and the arbitrator shall be entitled to make an award regarding legal costs.
- 21.10.4. Alternatively, to rule 21.9.2. above, the Board may at its sole discretion elect to institute disciplinary proceedings in accordance with these Rules and the Memorandum of Incorporation.
- 21.11. No party and/or resident shall have any claim of whatsoever nature for damages against the Board or the HOA as a result of a decision taken by the Board of the HOA, through its authorised representatives regarding the interpretation of these Rules.

## **22. ENSURING A PLEASING STREETSCAPE**

- 22.1. Boundary walls forming part of the streetscape must be regularly maintained and painted where necessary.
- 22.2. The Board has the right to affect repairs at the cost of the Sectional Title Complex, should it be considered necessary.
- 22.3. Building material may under no circumstances be dumped on the sidewalks or streets, the owner will be liable for all damages in this regard.

- 22.4. No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the Board or through its authorised representatives.
- 22.5. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

### **23. ENVIRONMENTAL MANAGEMENT**

- 23.1. Rubble or refuse should be dumped or discarded in the rubbish bins or in the applicable designated areas and may not be dumped or discarded in any public area, including the parks, streets, sidewalks, or vacant land.
- 23.2. No person is allowed to litter within the Estate or any Sectional Title Complex.
- 23.3. Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found.
- 23.4. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 23.5. Picnicking, ball games and sports are only permitted in designated areas.
- 23.6. Flora may not be damaged or removed from any public area.
- 23.7. Fauna of any nature may not be chased, trapped, or harmed in any way, in any area of the Estate.
- 23.8. It is reiterated that the use of any amenities, including but not limited to the swimming pools, is strictly 'at own risk' and neither the Board, HOA nor body corporates shall not be liable for any harm or damage arising from their use, whatever the cause of such harm or damage may be.
- 23.9. Floodlights or garden lamps must be adequately screened so as not to cause inconvenience or nuisance to drivers.

### **24. SEVERABILITY**

Each and every provision of the Rules & Regulations of Equestria Estate shall be deemed to be separate and severable from the remaining provisions therein contained. If any of the provisions of the Rules & Regulations of Equestria Estate is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining

provisions of the Rules & Regulations of Equestrian Estate shall be and remain of full force and effect.

### **SCHEDULE OF TRANSGRESSIONS AND PENALTIES APPLICABLE TO OWNERS, RESIDENTS, AND/OR TENANTS**

In all instances disciplinary fees may be applied to both the transgressor and the responsible homeowner or tenant who takes responsibility for the activities of his/her spouse/partner, children, guests, visitors, employees, workers and or contractors. Not all transgressions will be listed below, the HOA can still issue Disciplinary fees according to the Rules and Regulations of up to R10 000.00 (ten thousand rand) for any transgression that is not listed below. The list below only serves as a guideline and each disciplinary fee will be determined by its mitigating factors and severity of the incident.

<b>DESCRIPTION OF TRANSGRESSION</b>	<b>RULE REF:</b>	<b>1<sup>ST</sup> OFFENCE</b>	<b>2<sup>ND</sup> OFFENCE</b>	<b>3<sup>RD</sup> OFFENCE</b>
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<b>SECURITY</b>				
Treating the security personnel in an abusive or intimidating manner	12.1 12.2.5	R1 000	R2 000	R3 000
Gaining access by walking through the booms	12.2.1.	R500	R1 000	R1 500
Tailgating another vehicle or person entering or exiting the Estate	12.2.2. 12.2.3.	R1 000	R2 000	R3 000
Granting access to a person to access the Estate with your tag	12.2.4.	R1 000	R2 000	R3 000
Illegal tag usage - allowing anyone to use your tags	12.2.6.	R2 000	R3 000	R4 000
Entering the guardhouse	12.2.7.	R250	R500	R750
Unauthorised Access into or out of the Estate	12.2.8.	R2 000	R3 000	R4 000
<b>PETS</b>				
The keeping of poultry, pigeons, aviaries, wild animals, or livestock is prohibited	13.2.	R500	R1 000	R2 000
Feed and/or catching non-domesticated animals	13.3.	R500	R1 000	R2 000
Pets found roaming the streets	13.4.	R500	R1 000	R2 000
Dogs not kept on a leash when walking in the Estate	13.4.	R500	R1 000	R2 000
Not removing pet excrement immediately	13.5.	R500	R1 000	R1 500

Pets without a collar/identification tag	13.6.	R500	R1 000	R1 500
Slaughtering of animals for religious and cultural purposes without written approval by the Board	13.2	R2 000	R3 000	R4 000
<b>RULES OF THE STREETS</b>				
Not adhering to traffic signs, overtaking on solid lanes, and ignoring the Road Traffic Ordinances	19.2.	R500	R1 000	R2 000
Driving above the speed limit, including reckless and negligent driving	19.3.	R1 000	R2 000	R3 000
Parking of vehicles and/or trailers on the sidewalks	19.7.	R500	R1 000	R1 500
Driving without a license: any engine powered vehicle. (Cars, motorbikes, scramblers, scooters)	19.27.	R1 000	R2 000	R3 000
Parking on the disabled parking bay without a valid disabled disc	19.28.	R500	R1 000	R1 500
<b>SWIMMING POOL</b>				
The use of alcoholic and/or any substances, smoking and/or any related tobacco products	14.3.2.	R2 000	R3 000	R4 000
<b>CLUBHOUSE AND OVAL AREA</b>				
Use of glass bottles, and/or glasses, and/or breakable articles in the parking is prohibited	18.1.	R500	R1 000	R1 500
The use of alcoholic substances on any Estate common property is strictly prohibited	18.2.	R2 000	R3 000	R4 000