

CONDUCT RULES OF THE ST FRANCIS LINKS HOMEOWNERS ASSOCIATION NPC

These rules are referred to as Conduct Rules in the St Francis Links Homeowners Association NPC ("HOA") MOI and should be read in conjunction with the various construction protocols, penalty protocols, architectural standards, land design protocol, the Conduct Rules of the Links Golf Club (RF) Limited ("the Club"), the Summary of Membership of the Club, all of which are available from the St Francis Links Homeowners Association NPC offices or may be accessed via the homeowner log in section of the website www.stfrancislinks.com.

INTRODUCTION

Living on our estate means being part of a community of people who share a protected and sought-after quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with other's enjoyment.

Genuine respect and consideration by all residents for one another will obviously assure agreeable accord on the estate.

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

The Boards of Directors, in terms of the HOA and Club Memorandum of Incorporation ("MOI"), is given the power to make rules for the management, control, administration, use and enjoyment of the estate. The Board has the power to substitute, add to, amend or repeal any conduct rule.

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

Financial penalty levies may be imposed on those members / property owners who fail to comply with the rules. Such penalty levies, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any rule by application to Community Schemes Ombud Service ("CSOS") or the courts.

1. PROMULGATION OF RULES

1.1 Regular revision and publication of Rules

In accordance with Article 9 of the HOA MOI, the amended conduct rules shall be published once approval is resolved by the Board at which time they shall apply forthwith and everyone residing on the estate, including tenants, whether short- or long-term, shall abide by them.

Annexures to the standard Agreement of Sale will be updated on a regular basis and will include any changes or amendments to the Conduct Rules made in the preceding period. The date of the update will appear at the foot of each page. The rules will also be available on the estate's website.

For purposes of these Rules and as provided for in the MOI, "Owner" means any person who is the registered owner of land or an undivided share in land and "Member" shall mean an owner of land in the Estate, including the relevant principal member nominated by the Owner where applicable.

1.2 Conflict of existing practice with new Rules

Any existing practices in conflict with any new rules promulgated from time to time shall cease immediately, unless otherwise resolved as follows: -

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may be approached via the Community Manager, requesting (or the Board in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be

suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties. *(Refer to the Grievance Procedure hereunder)*

1.3 **Contravention of Rules by "Others"**

Any contravention of the rules by any person who gains access to the Estate under the authorisation of an owner / member shall be deemed to be a contravention by that owner / member.

2. **ARCHITECTURAL STANDARDS**

2.1 **Construction of Dwellings**

All houses/dwellings on the Estate are to be designed and built by qualified architects or architectural technologists and certified contractors approved of by the HOA in terms of Architectural Standards, and all gardens are to be established and maintained in terms of the Land Design Protocol and / or by an owner of garden service contractor at the Owner's expense.

2.2 **Design to comply with standards**

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the HOA prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Architectural Standards and Town Planning Controls" and "Land Design Guidelines" for the Estate.

2.3 **Plan Approvals**

The procedure to be followed in respect of the submission and approval of plans is outlined in documents available on the homeowners' section of the Links website. A building orientation meeting with the Estate Building Control Officer is highly recommended. No construction, alteration or installation may commence prior to full HOA and Local Authority approvals, and prior to the HOA's design review, consultation, connection levies, security, maintenance & damage levies etc (as applicable), having been settled in full.

2.4 **Certificates of Completion**

No dwelling may be deemed complete or occupied without the owner or his / her authorised proxy applying for the HOA's Completion Certificate. This involves submission of certain documentation, approval of as-built plans as well as inspections. Such

Completion Certificate shall be issued by the HOA once it has been confirmed that the project has been erected in accordance with the approved plans, that all of the specific standards have been met, that the necessary certificates have been submitted to the HOA and that all outstanding levies and subscriptions due to the HOA and the Club are up to date. No owner may apply for a Local Authority Occupation Certificate prior to receiving the HOA's Completion Certificate.

3. **USE AND OCCUPATION OF A DWELLING**

(NB: "Dwelling" means land, stand, house, unit, and outbuilding)

3.1. **Use of Dwelling**

Without specific authority from the HOA, a dwelling may be used for residential purpose only, unless zoned for other purposes. Any consent use or rezoning application shall be subject to HOA's prior written approval. This rule does not prevent the use of properties zoned for commercial use being used for commercial purposes, subject to 3.2 below.

3.2. **Permitted on the Estate:**

Home Offices

A home office is permitted where a homeowner has the flexibility to work from whichever premises he/she chooses. He/she should not have visitors or meetings with clients for work purposes at home. There must be no/very little negative impact on the neighbours and congestion in the roads/parking or impact on security as a result of such home office. Meetings may be held at the clubhouse.

B & B / Guesthouse Accommodation

The supply of lodging or letting of individual rooms for short or long-term purposes, with such tenants utilising the residence for accommodation purposes only.

3.3. **Not permitted on the estate:**

Any other business operation

Business other than accommodation and/or which necessitate clients (or associated staffing) visiting the dwelling for any other purpose other than to be accommodated, and/or which cause disturbance or become a nuisance to neighbours or the estate.

3.4. **Occupation**

The maximum number of persons allowed to reside at any one time in one dwelling shall not

exceed the number of legitimate bedrooms in the dwelling multiplied by two.

Should a resident occupy a dwelling prior to obtaining or in the absence of a Local Authority Occupation Certificate, such resident shall do so at his / her own risk.

3.5. **Insurance**

Owners and mortgagees are responsible for their own comprehensive insurance cover. The HOA may require proof of insurance cover, especially spread of fire, golf cart and/or public liability insurance cover and each Owner/Member is encouraged to ensure that he has adequate cover in place.

3.6. **Drying of Washing**

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a designated drying yard or other designated area. Items of washing must be screened from the direct view of neighbours at eye-level to washing lines, roads and the golf course.

3.7. **Residential Storage of Harmful Substances**

No harmful or inflammable substances, or substances which contravene the EIA, may be kept on the Estate. *(This rule shall not apply to the keeping of substances and in such quantities as may reasonably be required for domestic purposes).*

3.8. **Attachments to Units**

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the HOA. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to the likes of external air conditioning units, pergolas, awnings etc. even when not directly attached to the building).

3.9. **Fences**

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

3.10. **Garden /Tools Sheds**

Free standing sheds for tools or gardening equipment are prohibited.

3.11. **Dolls/Playhouses**

Free standing doll's houses, children's playhouses or jungle gyms (play centres) in gardens require written permission from the HOA prior to installation and such items shall only be allowed provided they are in line with the style and amenities of the Estate and will have no possible detrimental effects on neighbours. It is recommended that liaison be made with neighbours before any of the above are applied for. The consent by the HOA shall not mean that the HOA has inspected such structures for safety reasons and each Owner remains responsible for safeguarding such structures.

4. **UPKEEP AND MAINTENANCE OF RESIDENCES**

4.1. **General House Maintenance**

The exterior of every building / dwelling together with fences, driveways, weed maintenance, etc., must be continuously and at all times maintained in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. The maintenance of the exterior of units is the responsibility of the Owner and/or relevant Body Corporate.

4.2. **Standards of House Maintenance**

Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give a written compliance notice to the Owner, or Body Corporate, to carry out the necessary improvements within a specified time.

4.3. **Failure to Comply**

4.3.1. Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to impose penalty levies and/or appoint a contractor to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

4.3.2. By purchasing a property on the Estate and becoming a member of the HOA, the Owner warrants that he has familiarised himself with and is bound by the conditions in these Rules, and as such also agrees that representatives of the HOA and / or their appointed contractor may have access to the property / dwelling for purposes of carrying out the work in 4.3.1 above.

5. UPKEEP AND MAINTENANCE OF GARDENS

5.1. General Garden Maintenance

An acceptable standard of garden design and garden maintenance is required by the Association. An Owner and if he so elects, his appointed garden service contractor may not offer less than the minimum standard, nor may the Owner accept less. If applicable, Owners are to negotiate their own contract with the garden services and are responsible for the conditions of payment.

Where in the opinion of the HOA the condition of a garden is not up to the required standards of the Estate, the HOA shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

5.2. Failure to Comply

Should the Owner or Body Corporate fail to carry out such work as requested, the HOA shall be entitled to impose penalty levies and/or appoint a contractor to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy by the Owner or Body Corporate. Access as referred to in 4.3.2 above, shall apply to this provision as well.

5.3. Garden Refuse

It is the responsibility of the Owner or Body Corporate to discard its own garden refuse. No garden refuse may be dumped anywhere on the estate, including neighbour's properties. A chipping service may be hired at the expense of the Owner to chip suitable garden refuse. The clearing or partial clearing or trimming of vegetation on vacant erven, may only take place after the estate's botanical consultant has given clearance to proceed. A service fee shall be levied against the Owner's levy account. Garden refuse may not be placed on the verge or stored on properties indefinitely. On some occasions, the HOA may make a service available for collection of garden refuse at an additional levy.

5.4. New Gardens

The installation of first time/initial or new gardens shall comply with the procedures and guidelines as laid down by the HOA. (See "Architectural Standards" and "Land Design Protocol").

Where in the opinion of the HOA the condition of a garden or undeveloped property is not up to the required standards of the Estate, the HOA shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time.

Notwithstanding the above, an Owner who is building on his property shall submit a streetscape plan including proposed plant list to the HOA for approval by no later than 2 months prior to the planned completion of the new dwelling.

The completion inspection conducted by the HOA shall include an inspection of the streetscape and surrounding areas including neighbouring properties. Where the owner and / or his / her contractor has failed to comply with the minimum standards, a Completion Certificate may be withheld by the HOA.

The HOA's representative shall inspect the completed garden approximately three months after the Completion Certificate at a mutually suitable time.

5.5. Vacant Properties / Undeveloped Erven

Owners of property on which residences have not yet been built are required to keep the property clear of alien vegetation. Prior to any work commencing, the Owner must:

- Inform the HOA of their intention to clear and are subject to an assessment of the property by the HOA's botanical consultant whose service fee shall be levied to the Owner;
- Provide the estimated timing of the clearing project;
- Ensure workers are registered with the HOA and supervise the project at all times, unless contracting an independent bush clearing company to carry out the work.

No indigenous trees, thickets or any other indigenous vegetation may be trimmed, relocated or removed without first obtaining written permission from the HOA's botanical consultant.

It remains the responsibility of the Owner to remove all alien cuttings or cleared alien bush from the property immediately. No dumping is permitted on the Estate.

5.6. Water Use

The use of metered potable water for purposes of filling a swimming pool, washing boats or cars or irrigating gardens is strictly prohibited. Delivered non-potable water to Owners' tanks must be used in these instances and the delivery will be levied to the Owner. All efforts must be made to conserve water.

During times of water restrictions, owners of completed homes will be limited to the delivery of a maximum of 5000 litres of non-potable water every two weeks or at the Board's discretion depending on the severity of a drought.

Construction sites must have a minimum on site storage capacity of 10 000 litres with a booster pump and make use of pre-ordered delivered non-potable water.

Excess use of metered potable water will carry warnings and may result in the imposition of penalty levies.

6. THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS

- 6.1. Kouga Municipal by-laws relating to pets must be complied with (i.e. licensing / phone numbers / sterilisations etc.)
- 6.2. Pet/s must be registered with the HOA and re-registered annually. The Owner must supply the pet's name, a description (incl colour and breed), proof of sterilisation and a photo. Updated photos should be provided as the pet matures.
- 6.2.1 No more than two pets are permitted per household, subject to 6.2.2 below.
- 6.2.2 If a new tenant or Owner already owns more than 2 pets, they may bring them, but to a maximum of 3. The additional pet may however not be replaced should he / she pass.
- 6.2.3 For long term tenants (defined as an uninterrupted lease agreement of 3 months or longer), a maximum of 2 pets shall be permitted per home. It is compulsory for these pets to also be registered with the HOA prior to commencement of the rental period.
- 6.2.4 Provided that the Owner is in residence, and only for **family** of such Owner, visiting the residence, such family shall be permitted to bring their dog/s (maximum of 2) for the stay. All such dogs shall however be registered with the HOA, prior to arrival and the same rules shall apply to such "visiting pets". No visiting cats are allowed.
- 6.2.5 With the exception of guide dogs, which must be pre-registered with the HOA, no short-term tenants, visitors to guests houses or residents and the like may bring any pets to the estate for more than a day-visit and visitors aren't permitted to house their pets at residences or elsewhere on the estate overnight.
- 6.2.6 At all times, dogs must wear collars with names and contact details and / or be microchipped and all cats must be microchipped
- 6.2.7 Should a penalty levy for pets be imposed, it shall be charged to the levy account of the Owner and the onus shall be on the Owner to recover such penalty levies from his / her lessee / tenant if he / she so wishes.

- 6.3. Notwithstanding the above and to reduce the impact of free-roaming cats on wildlife, Owners, tenants or visitors are discouraged from bringing any cats onto the Estate.

6.3 Control of Pets on the Estate

- 6.3.1 Caged birds will be allowed subject to no more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.
- 6.3.2 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on the Estate.
- 6.3.3 Dogs must be kept in an adequately contained area within the Owner's property and when outside the Owner's property, must at all times be held on a leash and under the physical control of a responsible person.
- 6.3.4 Dogs that require space, caution, or special considerations must wear a yellow ribbon and preferably also on a luminous yellow leash as a signal to others to steer clear, respect such dog's boundaries, and to communicate these boundaries to others.
- 6.3.5 Fouling by pets on property belonging to the Estate, or to other Owners, must be removed immediately by the responsible Owner. (For this purpose, Owners are mandated to carry a scooper or plastic bags whenever walking their pets outside their own property).
- 6.3.6 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a unit for an extended period of more than a few hours.
- 6.3.7 Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off the Estate.
- 6.3.8 Any domestic pet found out of its Owner's property not held on a leash and/or without a collar and name tag or not microchipped, will be taken to Security and may be taken to SPCA if the Owner is not identified.

7. SECURITY

7.1. General Security Procedures

All security procedures in force from time to time shall be strictly adhered to at all times by all persons involved in and accessing or egressing the Estate.

Owners are responsible for the actions, behaviour and compliance with all rules and

security procedures of all their visitors and tenants who gain access to the Estate under their authorisation.

Only compatible alarm systems are to be installed in homes to ensure that the alarm system may be connected into the overall security system for monitoring. Installation is highly recommended by the HOA.

The HOA maintains a stance of "Security starts at home". It is the responsibility of each Owner to ensure that his dwelling is secure at all times and especially at night or when the Owner is not in residence. Doors and gates should be locked and alarm systems armed. Whilst the HOA does its best to provide strict access control procedures, it cannot be held responsible for securing an Owner's home.

7.2. Messenger of Court, Sheriff of the Court and Police

Due to the nature of this category of persons, access cannot be denied, and access permission by the person/s to be served, etc will not be obtained.

7.3. Vacant Houses

It is advisable to report vacant or unoccupied houses to security. Contact numbers and key holder information must be supplied to the HOA in case of an emergency. Please ensure that burglar alarms are armed, and all windows and doors are secured prior to leaving.

7.4. Parcel Delivery / Courier Services

There is no postal service delivery on the Estate. Homeowners are responsible to apply for their own postal boxes at a post office if they so wish. The procedure for parcel delivery via courier services is as follows:

7.4.1 The courier arriving at the contractors' gate contacts the Owner directly or via Security.

7.4.2 If the owner is at home and provides permission, the courier proceeds and delivers the courier parcel to the house.

7.4.3 In the event that the Owner is not home to take delivery, the courier may on request of the Owner, be granted access to deliver the parcel to the clubhouse, during clubhouse hours, provided that such parcel can be easily carried by one person. The HOA will then contact the Owner to arrange collection.

7.4.4 If the Owner is unreachable or the clubhouse is closed, the courier may be denied access.

7.4.5 The HOA and Club does not take any responsibility for damage or loss to, or of a parcel.

7.5. Emergency Evacuation

If at any time a need arises to evacuate a part or the whole of the estate, instructions will be given as to the emergency assembly point. Owners must ensure they and their families are aware of the assembly points and that if required, each person on the property has been evacuated to the appropriate point.

7.6. Reporting to Security

Security is a shared responsibility. Owners must report any strange behaviour, suspicious or unlawful occurrence to Security immediately as soon as it is observed or perceived. Where possible, Owners should obtain identifiable information such as license plate numbers, golf cart numbers, names and telephone numbers.

7.7. Reporting Emergencies or Logging Services

The Estate Helpline / Emergency number (obtainable from the HOA) is available for Owners' use in the event of an emergency (such as a security concern or breach or the removal of a snake). It should not be relied upon as a medical or fire emergency number. In such events, please contact your doctor or ambulance service, or the fire department first and then immediately alert our HOA helpline number.

Should you require any other information or services such as an electrical or water query to be resolved, or other HOA enquiries, please do so by calling or sending an e-mail to the HOA Liaison or logging a task on the Estate's smartphone app.

7.8. Access and Security

Security starts at home and each Owner and tenant on the Estate is as much responsible for security as the HOA is. Therefore only registered Owners and long-term tenants, registered with the HOA, are biometrically registered and/or provided access to the HOA's smart phone app, which allows access to visitors and contractors to homes.

Any registration applicant must produce the original and a copy of his/her Identity Document to the HOA in order to be registered.

Registration will automatically cease when transfer of a property takes place in the event of alienation or when the HOA is informed that a worker (such as domestic employee) is no longer employed.

7.8.1 Biometric Access

For access and egress through all boom gates on the estate, only registered Owners of property, their adult children and long-term tenants (in lease agreements for an uninterrupted period of three months or longer) will be biometrically registered by the HOA after supplying valid identification. A hands-free QR code system is also available to Owners registered on the system. Nominated members will also be registered biometrically for main gate access, but not for internal booms nor Leisure Centre access.

7.8.2 Access Tags

Only Owners and tenants whose fingerprints don't work after multiple registration attempts may be issued either access tags and then it shall only be one per person.

An access tag may not be used by anyone other than the person to whom it is issued. Access tags may not be handed over to the family, friends or others with the intention of allowing them free entry to the Estate. Where such a transgression is committed, the tag shall be removed from the holder.

It is of paramount importance that access tags are not left in motor vehicles or any other place where a person may illicitly obtain them to enter or exit the Estate. In the event of the theft or loss of a tag, the theft/loss should be reported to security immediately so that the tag can be de-activated.

7.8.3 In the interest of ongoing security efforts, the HOA reserves the right to from time to time delete all registered access tags and biometric records and request re-registration and may limit the smartphone application access to residents only and not vacant stand owners.

Access pin schedules created for "Regulars" are only valid for a limited period, after which they automatically expire.

7.8.4 Visitor Access

The St Francis Links Visitor Access Procedure document (an Addendum hereto, as amended from time to time) applies and is available on the homeowner login section of the website. This sets out the detailed procedural information and rules relating to various types of visitors' access to the Estate.

7.8.5 Short-Term Letting – Security Levy

As a result of multiple entries and exits as well as verification of information and correspondence, there is an additional burden on security on the Links with the increased number of homes in short term rentals. This has

resulted in the HOA having to employ additional security and access administration personnel. Just as owners of homes under construction pay a monthly security levy during the project months, it is necessary for homes in short-term letting to also contribute towards the additional security measures. Permanent residents on the estate should not supplement such additional measures, especially as the property being rented generates income. This levy is to supplement the additional security expenses.

THE PROPERTY OWNER (AND IN THE EVENT OF A LEGAL ENTITY, THE PRINCIPAL MEMBER) REMAINS RESPONSIBLE AT ALL TIMES FOR THE CONDUCT AND ACTIONS OF FAMILY AND / OR ANY CONTRACTORS / EMPLOYEES / VISITORS / TENANTS HE / SHE PERMITS ACCESS TO.

Any contravention of or non-compliance to the rules by any person who gains access to the estate under the authorisation of an Owner shall be deemed to be a contravention by that Owner.

7.8.6 It should be noted all exit/entry movements, whether biometrically, via access tags or through access pins are recorded on the security system and are identifiable to each individual.

CCTV Cameras (a self-contained surveillance system comprising cameras, recorders and displays) are in operation within the estate, its perimeter fence and its public buildings and monitored for safety and security reasons.

7.9. Security – Gates and Booms

Every person shall stop at all security control gates/internal booms. Should the automatic system by way of an access tag or biometric registration fail to operate, a guard will assist, or the Help Button may be used for assistance.

Under no circumstances may anyone use their biometrics or access tag to open the gate for someone else (commonly referred to as *passbacks*). This compromises security and is a contravention of the Rules. Penalty levies may apply.

7.10. Pedestrian Access

All pedestrians going through the gates must report to security to declare their One Time Pins provided by the resident he/she will be visiting. Registered domestic workers are issued with

identification cards on lanyards and their access is by way of the turnstile using biometric registration.

7.11. **Access & Egress to and from the Estate**

Access and egress to and from the estate is controlled. No person may enter the estate without having prior authorisation and having been cleared by Security. Security is permitted to detain any person upon exit to determine his/her identity prior to allowing them to leave.

Between 24h00 and 05h30 all persons (including residents) leaving the estate may have their identity confirmed by the guard on duty, who will obtain permission from the senior security officer on duty before the person is allowed to leave the estate. The guard may ask for certain individual information from the person to confirm identification. Security may be instructed to ensure that they positively identify all persons leaving the estate between these times. Daily one-time pins issued automatically expire at 01h59 each morning.

7.12. **Contractor Procedures**

Contractors are defined as any person/company appointed to construct buildings, do alterations or repairs to residences or property and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the estate such as a handyman.

7.12.1 Unless a dwelling is under construction in which case the project is registered with security, any service provider (contractor, plumber, electrician, handyman, garden service, domestic cleaning service and the like) must receive a service provider One Time Pin issued by the Owner or tenant via the estate's smartphone app. Without such pin, security will not permit access.

7.12.2 All service provider / contractor access must be through the estate's contractor's gate and no contractors shall be permitted via the estate's main gate. Any Owner found to have issued a main gate access pin to a contractor shall be penalised.

7.12.3 The driver of the service provider vehicle must produce a valid driver's license and the driver and occupants must have positive identification. Vehicles must also have valid licensing.

7.12.4 All occupants of the vehicle (those not driving) must vacate the vehicle and access the estate via the turnstile.

7.12.5 The driver will receive a one-time pin for access and the security guards will scan the vehicle's license disc and the driver's licence. Such records shall be matched with the one-time pin. All occupants must be accounted for upon exiting.

7.12.6 No contractor is allowed to walk on the estate. Each person must be transported onto and off the estate by vehicle. Once on site, neither the contractor nor his labourers may walk anywhere except within the property which they are attending to.

7.12.7 Any contravention of these rules will result in the imposition of a penalty levy in accordance with section 14 hereof.

7.13. **Gate Houses**

Gatehouses are strictly out of bounds except to security personnel and other authorised persons.

Abuse of Guards (who have a very specific job to do), is strictly prohibited. *(NB. It should be noted that under normal circumstances, guards are not permitted to operate the gates/booms for any individual without such persons using an access tag or the biometric system, as this defeats the whole basis of the recording system of entries and exits).*

Tailgating (i.e. proceeding through the gates or booms when operated by the vehicle in front of you) and opening the boom gate biometrically or with an access tag when the authorised holder is not being transported inside the vehicle entering or exiting or on behalf of another unauthorised person (referred to as *passbacks*), is strictly prohibited. This defeats the security recording system and compromises security on the estate.

8. **USE OF ROADS**

The roads on the estate, in spite of being 'private', are in fact used by the public. Because of this, and for the safety of all residents and road users, it is necessary to apply the provisions of the Road Traffic Act 93 of 1996 (as amended). The roads are for the use of all, whether on foot, cycles, golf carts, cars, buses or trucks etc, and in our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially parents who need to educate and control their children and pets.

Where a contractor or driver of a vehicle cannot be linked to a certain property on the estate, such driver or contractor in breach shall be escorted off the estate and / or a penalty levy imposed and access may be restricted until such levy has been settled in full.

8.1 Speed Limit

The speed limit throughout the estate is 40km/hour except where indicated as 20km/hour. Speed monitoring is undertaken by specialised cameras and transgressors will be subject to penalty levies. It is the responsibility of each road user to take extra care at blind corners, construction areas and intersections and to drive slowly and with care. Where speed penalty levies are issued, they are supplied to the Owner along with an infringement notice including a photo. Penalties are payable upon receipt or via debit order.

8.2 Pedestrians and Golfers

Pedestrians must be given the right of way. Golfers and golf carts have the right of way on course, but when crossing roads, must stop at the crossings to look out for other vehicles. All drivers and passengers must exercise extreme caution at all times. Standing on the back of carts and accommodating more passengers than the cart allows for is strictly prohibited.

8.3 Operating Restrictions for Vehicles

No person shall operate any motorised vehicle upon any place within the estate unless he is the holder of a valid driver's licence.

Any person found driving an engine operated motor vehicle on any road on the estate, for which they do not hold a valid driving license, will be subject to the imposition of a penalty levy in accordance with section 14.

Operating any kind of vehicle on the estate while under the influence of alcohol or other substances which may impede the driver's ability to control the vehicle, is prohibited.

Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the estate is prohibited.

8.4 Parking

Parking on sidewalks and open lawned areas, or in front of driveways to residences is not encouraged and parking is only permitted in areas so designated for that purpose.

8.5 Scooter Bikes / Dune Buggies / Off-road Bikes

Scooter bikes, scramblers, beach or dune buggies or any other vehicle with noisy exhausts may only be driven in a quiet manner on the roads to allow access from the gates to residences, or vice-versa, and under no other circumstances. Quad bikes are strictly prohibited except for use by designated security

personnel and the estate duty managers / marshals.

8.6 Caravans, Trailers and Boats

All caravans, boats, trailers and the like which are not parked in a "Demarcated Area", shall be parked in the estate's storage yard. "Demarcated Area" is defined as: "A paved area within the boundary of a property and set behind tall berms and / or walls to visually hide the caravan, trailer, boat as the case may be".

The storage yard facility is for use by St Francis Links residents and property owners only and may only be used after registration of the item to be stored with the HOA, who shall issue a sticker for positive ownership identification for safety and security reasons.

Under no circumstances may fuel be stored in any items or at this facility and it is the owner's responsibility to comprehensively insure the item and any accessories upon it. Use of this yard is at own risk.

Owners are responsible to supply the necessary wheel chain lock to secure the vehicle further, if he / she deems necessary.

Boats, trailers, caravans and the like may not be parked in driveways, verges or other public areas on the estate.

The parking of boats, caravans or trailers on undeveloped stands is not permitted.

8.7 Golf Carts

Golf carts may be driven by licensed drivers, youth with valid learner licenses when accompanied by an adult, or employees of the Club or HOA who have undergone formal training only. Persons under the age of 16 years of age may not drive golf carts.

They may not be driven on the HOA common property or around the perimeter fence for recreational reasons and must stay on the internal paved estate roads or golf cart paths only. No one may stand on the back of golf carts, hang off the sides or overload carts. Drivers must always contact the golf shop to check whether conditions on the golf course permit the use of golf carts, especially after rains.

Private golf carts (owned by property Owners and/or members) shall be electric (battery operated) and beige or white in colour, must have roadworthy tyres and must be fitted with lights, if they are to be driven at night. The HOA and Club strongly recommend that all owners of private carts provide for public liability insurance, in addition to insuring their own golf carts. The HOA requires the registration of all golf carts.

Golf carts, walkers or joggers and bicycles may use cart paths, provided no golf is in progress and there is no disruption by such activity. Consult with the Golf Shop to enquire about a suitable time to do so. Any such activity is done entirely at the risk of the person undertaking to do so.

8.8 **Skateboards, In-line Skates, Roller Skates etc**

Skates are a matter of concern to drivers when encountered on roads. While no-one wishes to turn the Estate into a sterile "non-playing area," in the cause of safety, parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches.

9. **SPORTING, RECREATION AND COMMUNITY FACILITIES**

Members of the HOA are obliged to be members of the Club, and membership resignation is not permitted as long as they remain an owner on the estate. Refer to the *Membership Structure of the Golf Club*.

9.1 **Estate Leisure Centre**

Use of the Leisure Centre is restricted to one Principal member so nominated by the Owner/s of a property in good standing only, their spouse as well as dependent children aged between 16 and 21. Children over 21 years of age and long-term residents (renting on the estate for more than 3 continuous months) have options at additional levies to gain access to the Leisure Centre.

9.1.1 Adult children of the Principal property Owner, over the age of 21 have an option to take out a month's access to the Leisure Centre by paying an individual levy or if he / she has a spouse or children of their own, family access for the month. The same individual and family access option also applies to the long-term tenants (renting on the estate for a continuous 3 months or longer).

9.1.2 Guests may accompany owners to the pool, but not the gymnasium which is restricted to the Principal member, his/her spouse and children over 16 years of age. No-one under 16 years old is permitted use of the gymnasium.

9.1.3 Providing access to the Leisure Centre for family or visitors and then leaving them there unaccompanied is strictly prohibited. Biometric registration does not extend to any tenants (unless long term tenants, 3 months or more who pay for use or family).

9.1.4 Use of the facilities including the pool will be allowed only between the set-down operating hours.

9.1.5 Radios and music players, if used around the pool, should only be very soft and muted volumes.

9.1.6 Only food and beverages purchased from the Club are allowed and functions must be pre-booked and hosted by an Owner and catered by the Club.

9.1.7 No pets are permitted at the Leisure Centre.

9.1.8 The pool must be used in such a way as to not create an unreasonable nuisance or disturbance to those residents living in close proximity thereto. No person shall use the pool in a manner which causes unreasonable interference of enjoyment for other users. Diving into the pool is prohibited.

9.1.9 Pool loungers and other amenity furniture may not be reserved in advance. These are available on a first-come, first-served basis. Users must all provide their own towels.

9.1.10 No pool cleaning equipment, pumps, piping, etc. may be used or moved and only the appointed persons may operate the equipment.

9.1.11 Surfboards and other hard or sharp objects of any sort are totally prohibited in the pool and care should be taken when playing around with balls, as flying objects may damage the pool cover.

9.1.12 Certified personal trainers are permitted to accompany and train members who are registered to enter the Leisure Centre, but with the following provisions:

- No personal trainers will be permitted during the months of December and January
- No visitors or accompanied guests have access to the gym and as such, personal training may only be for registered members
- No "exclusive use" of the gymnasium or it's equipment will be permitted
- Personal trainers may not be registered on the fingerprint system and will only be allowed entry accompanied by the registered Owner
- The Board reserves its rights to amend this decision should it deem necessary

9.1.13 All use of any of the facilities at the Leisure Centre is at the user's own risk and a responsible adult must at all times accompany any person under the age of 16 years old.

9.2 Community Facilities

Community facilities are for the use of members, their guests and visitors. The facilities may be booked for special communal functions/occasions for estate residents through the events department.

Whilst exclusive use of an area within a communal facility such as the clubhouse might be permitted in instances of a wedding or the like, the HOA recognises the rights and importance of its members and management are therefore tasked to balance use of such facilities to the benefit of its members, the Club and the HOA.

Any damage to facilities is to be reported to the HOA and if any such damage is due to the actions of a resident or his/her guests, any repairs or replacements will be charged to the levy account of the levy paying owner.

9.3 Horse Riding

Horse riding is prohibited on the estate.

9.4 Dams / Lakes / Streams

Lakes / streams / dams, etc where they are part of the estate, have certain area of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto the lakes / dams. Recreational swimming in dams, lakes or streams on the Estate is strictly prohibited.

9.5 Camping

Camping is not permitted anywhere within the estate.

9.6 Picnicking

Picnicking is not permitted on any common property under the jurisdiction of the HOA, other than in areas specifically demarcated for such use from time to time.

9.7 Boating

Boating is not permitted on any dam / lake / stream under the jurisdiction of the HOA, save for the HOA's maintenance team who access dams as may be necessary from time to time.

9.8 Fishing

Fishing is permitted in any dam or lake but only with prior HOA authorisation, using light dam or river rods. The use of large rods or nets is prohibited, except for the HOA who may need to

use nets to relocate fish. Recreational fishing is not permitted during golfing hours. Fish must be released immediately.

9.9 Firearms

Discharging of any firearm, airgun or other lethal weapon is strictly prohibited, save in self-defence, or where authorised under special circumstances by the HOA.

9.10 Private Nature Reserve

The area (approximately 109 Hectares in extent) to the North of the golf course has been declared as a private nature reserve as there is an abundance of wildlife as well as middens of archaeological significance. Members are welcome to enjoy the reserve, but no plants or animals may be killed or removed from the reserve. No items of archaeological significance should be removed from the position in which they are found.

Use of these areas are entirely at own risk. Beware of bees in these areas as beekeeping is practised from time to time.

9.11 Golf Club

All members of the HOA and shareholders of the Club and visitors, invitees and family shall conduct themselves in a manner befitting a golf club. Actions, including restriction of access and reporting the offender to their home club, golf union or Golf RSA, shall be taken against those unbecoming in the opinion of management. The rules of golf and general club etiquette shall apply at all times.

Reference must be made to the *Membership Structure of the Golf Club as well as the Conduct Rules of the Club*.

10. THE SUPPLY OF SERVICES TO COMPLETED HOMES

10.1 The supply of services on the estate, normally supplied by a local authority in respect of water, electricity, sewerage and other "municipal" services, to any given property on the estate, shall only be supplied once an official application has been made, the required documentation provided and the levies paid.

10.2 The HOA shall, at the Owner's expense, provide, install and maintain appropriately rated metering equipment at the point of metering for measuring metered services.

10.3 The quantity of metered services used during any metering period is ascertained by reading the appropriate meter supplied and installed by

- the HOA, except where the metering equipment is found to be defective. The following shall apply to the accuracy of metering:
- 10.3.1. a meter is conclusively presumed to be registering accurately if its error, when tested is found to be in the limits of error as applicable.
 - 10.3.2. The HOA has the right to test its metering equipment and if it is established by test or otherwise that such metering equipment is defective, the HOA shall adjust the levied amount rendered.
 - 10.3.3. The Owner may request that the metering equipment be tested by the HOA and a call-out levy shall apply. If the metering equipment is found not to comply with the system accuracy requirements, the aforesaid levy shall be credited.
 - 10.4. No alterations, repairs, additions or connections of any description may be made on the supply side of the point of metering unless specifically approved by the HOA.
 - 10.5. The HOA may charge additional levies to those Owners in respect of the supply of metered services in excess of a limit imposed.
 - 10.6. If action is necessary as a matter of urgency to prevent waste of metered services, sewerage, damage to property, danger to life, or pollution of water, the HOA may:
 - 10.6.1. without prior notice disconnect the supply of metered services to any erf; and
 - 10.6.2. enter upon such erf and do emergency work, as it may deem necessary, and in addition by written notice, require the Owner to do within a specified period such further works as deemed necessary by the HOA.
 - 10.7. Call out levies shall apply if the HOA upon request from the Owner and on the dates so requested:
 - 10.7.1. disconnect the supply of metered services to the Owner's property;
 - 10.7.2. restore the supply of such services.
 - 10.7.3. take a reading of a metered service outside of the HOA's monthly reading schedule, normally at intervals of approximately one month;
 - 10.8. After disconnection for non-payment of a levy account, the Owner shall be obliged to pay reconnection levies, prior to such reconnection.
 - 10.9. If for any reason a meter cannot be read, the HOA may render an estimated account.
 - 10.10. No Owner who is supplied with services may sell or supply water or electricity to any other person or Owner.
 - 10.11. **Calculation of Tariffs (Services Levies)**
 - 10.11.1. Electricity is charged on an inclining block tariff structure for consumption.
 - 10.11.2. Additionally a basic charge is levied for every erf that has a meter installed.
 - 10.11.3. The charges levied for water consumption escalates according to the volume of water consumed.
 - 10.11.4. Additionally a basic monthly charge is levied per water meter installed.
 - 10.11.5. A fixed monthly refuse removal levy applies.
 - 10.11.6. Additionally a sewerage basic levy per connection together with a variable charge based on water consumption is levied.
 - 10.12. No one may in any manner or for any reason tamper or interfere with any meter or metering equipment or service connection or service protective device or supply mains or any other equipment of the HOA.
 - 10.13. For safety reasons and where evidence exists of such tampering, the HOA has the right to disconnect the supply immediately and without prior notice and the Owner shall be liable for charges levied by the HOA for such disconnection. Where such contravention has resulted in the meter recording less than the true consumption, the HOA has the right to recover from the Owner of the property the full cost of his estimated consumption.

11. MUNICIPAL RATES

The Owner of each property is responsible to the Municipality for the payment of rates. The HOA has no control over the basis of valuation and rates payable by the property Owner to the Municipality. It is recommended that each owner contacts the Municipality upon taking transfer, to determine that the rates are up to date and confirm contact details for receipt of rates accounts and other correspondence directly from the Municipality.

12. GENERAL

12.1. General Conduct

Respect and general consideration by all members and residents for all other members, residents and all users of the estate and facilities should be exercised at all times.

Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other members or residents, or their rights, in any manner deemed by the HOA to be unacceptable to harmonious living, is strictly prohibited.

12.2. Helicopters

No Helicopter or other aerial conveyance may be landed at any place on the Estate without the prior consent of the HOA. *(This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations).*

12.3 Drones

To avoid the invasion of privacy, the use of drones equipped with cameras, microphones, and other surveillance equipment is strongly discouraged on the estate. No drones may fly or hover above swimming pools or common property. Land surveyors, estate agents and valuers may use drones for imaging reasons, but only with prior flight clearance from the HOA who will contact the neighbours. Drone owners are liable for any damage caused by their drone. The HOA may use a drone for security or course mapping purposes from time to time. Drones on the estate are subject to SACAA regulations.

12.4 Domestic and garden refuse

All domestic refuse shall be put into black plastic bags and recyclable refuse into clear plastic bags, purchased by the Owner and kept in a black wheeled container bin purchased by the Owner, in a suitable place within the property, screened from public or neighbours view. Any discarded boxes must be flattened for collection by the HOA.

On prescribed days and times, the wheeled bin must be placed by the resident on the sidewalk outside the residence ready for collection, unless a designated storage screen has been constructed. Bins may not be placed on the sidewalk on any other day.

Garden refuse may not be put out with domestic refuse. It is the responsibility of the Owner to discard of garden refuse off the Estate.

Where refuse is of such a size or nature that it cannot be removed by the normal service, or where an animal carcass requires disposal, the Owner shall make arrangements with a private

contractor and all costs thereof shall be for the Owner's account.

No domestic or other animal carcass may be buried on the estate.

12.5 Slaughtering

No animal, bird or reptile may be slaughtered within the Estate unless prior consent has been obtained as follows:

- Reasonable notice of the proposed slaughter must be given;
- A notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with;
- A certificate from the SPCA must accompany the above notice confirming that an OFFICIAL from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;
- Notice must be given to all adjacent homes / residents of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the trustees;
- Notwithstanding the above, no slaughtering shall be permitted on common property.

Failure to comply with the requirements set out above will entitle the HOA to prevent the act of ritual or cultural slaughtering from taking place on the premises or issuing a penalty levy to the Owner.

12.6 Curing of Meat, etc.

No meat, skin, fish or carcass may be hung up to dry or to cure within the estate.

12.7 Signs, Flags, Banners and Aerials

No signs may be displayed on the estate (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, and the like). *(This rule shall not apply to the regulation notice board required by the protocols for the erection of new buildings, nor to Security signs depicting zones on the perimeter fence).*

All decorative house name boards must conform as to size, colour and position, within the requirements of the HOA and must be pre-approved by the HOA.

No flags, flag poles, banners or radio aerials on poles may be erected on private residential units on the Estate. (This rule shall not apply to HOA, Club). The installation by any internet service provider or Owner other than the HOA of internet

service antennas to dwellings must be approved prior to installation. Certain height and positioning restrictions apply.

12.8 **Satellite Dishes**

Terrestrial and Satellite TV are both the prerogative and responsibility of Owners. Whilst the positioning of dishes and aerials must be optimal for best performance, its placement should be such that it doesn't unnecessarily affect the aesthetics of the home nor be installed with a background other than white.

12.9 **Shade Cloth**

The use of any kind of shade cloth, if visible to the public, neighbours or golfers, is prohibited, other than on building sites.

12.10 **Awnings**

The style and colour of external awnings are controlled by the HOA. Please consult the Architectural Standards. Authorisation from the HOA must be obtained prior to installation.

12.11 **Adverts / Publicity Material**

No private, religious, or commercial advertising notices or brochures are permitted to be distributed around the estate. This does not include letters or notices to Owners from the HOA or Club.

12.12 **Hooting**

The use of car hooters within the estate to beckon or attract residents or domestic staff is prohibited.

12.13 **Auctions / Jumble Sales / Garage Sales**

Any form of public auction or sale on any property within the Estate is prohibited, other than auctions for charitable reasons or property auctions where auctioneers have booked an area within the clubhouse for such purpose.

12.14 **Use of and Conduct in Open Spaces**

The lighting of fires in any open space on the estate is prohibited unless for the express purpose of braaiing at an authorised function, or at an ordinary residential facility and provided the fire made is in a proper receptacle / burner specifically built for that purpose.

Disturbing, collecting or destroying of plant material is prohibited, except by authorisation from the HOA.

Disturbing, harming or destroying any wild animal or bird is prohibited. Should wild animals become a nuisance, it should be brought to the attention of the HOA who shall seek professional advice. Owners and tenants are however responsible to ensure that they don't encourage invasions by

irresponsible refuse management or the feeding of wild animals.

The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space is prohibited.

Littering or discarding of any item whatsoever on the estate is prohibited except in receptacles specially provided.

The pollution of any lake, dam, pond or stream is prohibited.

12.15 **Domestic Employees**

For the purpose of these rules, Domestic Employees include any assistant paid by the Owner to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening and like chores.

All domestic workers must be registered with the HOA by their employer before they are employed. The onus is on the employer to notify the HOA immediately upon termination of employment. Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register his or her domestic employees regardless of whether they are employed by more than one resident and have already been registered. In this event, the employer must also notify the HOA of the reason for termination of employment and if for a breach of trust or unlawful reason, the domestic worker's other employers shall be notified. The HOA reserves the right to terminate all access should there be reasons justifying such action.

The employer shall be responsible to ensure that his domestic worker/s, if immigrant, in is possession of the legislated documentation to permit such worker employment in South Africa. Neither the HOA nor the Club shall be held responsible for any undocumented immigrants.

The employer shall be responsible for the conduct of his / her employee and shall ensure that such employees obey the Conduct Rules of the HOA and Club and comply with security procedures.

Provided they are spouses or partners, a maximum of two domestic employees per household may be accommodated on the estate. The HOA must be advised at the time of registration.

All domestic employees, whilst on duty on the estate, are obliged to wear the Identity Card lanyards issued to them by security which must be visible at all times when walking to or from their place of employment on the Estate.

12.16 Transport

Domestic and other employees are to use recognised roads and paths. For safety reasons, they are not permitted to walk across the golf course. Employers are responsible for the transport of employees on the estate. Where the services of commercial transport (taxi's) are used, whether via the HOA or directly, neither the HOA nor the Club shall take any responsibility for the safety of those who elect to make use of such service.

12.17 Au-pairs and nurses / critical care

All au pairs, carers and nurses must be registered with the HOA in the same manner and procedure which domestic staff would.

12.18 Fireworks and Fire Lanterns

The lighting or letting off of fireworks or fire lanterns within the Estate is strictly prohibited at all times.

12.19 Parties and functions on the Estate

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

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

Special permission for a function to be held within the estate, where more than 30 people may be attending, must be timeously sought, prior to the proposed date of such function. In the event of permission being granted, cognizance shall be taken by the HOA of the position of the residence in relation to gates and neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed structures, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions, security levies and/or special conditions as may be deemed fit by the Board.

Restrictions imposed on any function shall be strictly adhered to.

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

12.20 General Aesthetics / Standards

Veranda / garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols or whatever which, in the sole opinion of the HOA's Aesthetic Committee are unpleasing or uncomplimentary to the general amenity and ambience of the estate may not be displayed to view in any part of the estate.

Garage doors should be kept closed at all times, other than when legitimate ingress or egress is taking place.

12.21 Generator

Fuel generators are not permitted due to their noise, maintenance and fuel usage. UPS (Uninterrupted Power Supply) installations are encouraged instead of generators, save for purposes of generation of electricity by the HOA for services pumps and the like, as well as the clubhouse and Leisure Centre.

No person may generate electricity by way of a fixed installation and feed into the HOA electrical grid unless an agreement as set out in the HOA's SSEG policy has been concluded with the HOA, and such agreement together with the provisions of this policy, as well as any other legislation governing the licensing of generators, shall govern such generation of electricity.

13. LEVY AND SUBSCRIPTION PAYMENTS

13.1 Owners must pay levies and subscriptions in advance by the 7th or closest working day of each and every month, by way of debit order.

13.2 Owners in arrears at the 7th day of the month shall pay interest, (at percentages above the current prime overdraft rate of the HOA's bank for levies and subscriptions respectively) and such interest shall be applied to the full amount overdue, from the first of the month, for the full month.

13.3 Owners shall be liable to pay a Return Debit administration levy for each returned debit order and interest shall also be applicable to this levy. Interest shall be calculated in accordance with the HOA and Club's respective MOIs.

13.4 Should a debit order be returned more than two consecutive times, the Club subscriptions will automatically become payable in full, in advance for the remainder of the financial year.

13.5 Owners in arrears after 90 days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.

(Any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and treated as such).

- 13.6 Levy and subscription amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the HOA.

- 13.7 Owners who are "away" at month-end must make arrangements to ensure the levies are paid by due date. *(Being "on holiday," "away overseas" or "away on business" and like excuses are not reasons for late payment of levies). As part of the consent to transfer process, the HOA requires the completion of a debit order form with valid bank confirmation letters for payment of the monthly amounts due. The HOA shall not give consent to transfer without it.*

14 THE LEASE / SALE OF A DWELLING

"Dwelling" means land, stand, unit, dwelling, residence or part thereof.

Lease of a Dwelling

A long-term tenant shall be defined as a lessee or person/s residing in a home, not being the owner, for three consecutive months or more.

Notwithstanding the above, these Rules shall be binding on any person/s accessing and / or residing on the estate.

- 14.1 The HOA must be informed in writing prior to the renting / leasing of a unit, or a portion of a unit and must confirm that all levies and subscriptions due by the Owner are fully up to date.
- 14.2 The complete lease agreement (which must include the Rules of the HOA and the Club), any extension thereof, and the names, positive identification and contact details of the lessees must be provided to the HOA prior to occupation. The onus remains with the Owner to inform the HOA in writing of the concluding, extension or termination of a lease agreement.
- 14.3 The Owner must inform the lessees of the Rules of the HOA and the Club and acknowledges that any contravention of the Rules by any lessee shall be deemed to be a contravention by the Owner.
- 14.4 Notwithstanding 14.3 above, the lessee / tenants must visit the HOA prior to taking occupation to sign acceptance of the Rules of the HOA and the Club, to make arrangements for a removal truck (limited to a maximum length of 14 metres) to access the Estate and to receive other pertinent information. No access to the Estate shall be granted unless the lessee has signed acknowledgment of the Rules document.
- 14.5 Any amounts due by the Lessee in terms of consumption of water or electricity, refuse

removal, garden services, internet service and the like shall remain the responsibility of the Owner to collect and to ensure that payment to the HOA is made on time. Failure to do so will result in services to the home being restricted by the HOA and may also result in further penalties and interest.

15 SALE OF A UNIT

- 15.1 The consent to sell or transfer a property within the estate must first be obtained in writing from the HOA and the Club and the selling / transferring Owner must have satisfactorily settled all his obligations to the HOA and the Club prior to consent being given.
- 15.2 The transferee shall become a member of the HOA and a shareholder in the Club from the date of registration of transfer of the property into the transferee's name.
- 15.3 An Owner shall be required to use the HOA and Club's prescribed documents (including the standard Agreement of Sale), when alienating or otherwise transferring his property on the estate.
- 15.4 For security reasons, the nature of the development of the estate, and various matters about which any purchaser should become aware when buying into the estate, if an Owner wishes to dispose of his property, he shall, do so in accordance with the HOA's and Club's respective Memorandum of Incorporation and the relevant provisions of article 3.1.7 and 3.1.8 of the HOA's Memorandum of Incorporation.
- 15.5 An Owner who wishes to dispose of his property shall: -
- 15.5.1 Use the standard Agreement of Sale prescribed by the HOA or Body Corporate;
- 15.5.2 Send the signed Agreement of Sale to the HOA to be signed where indicated, prior to forwarding to a conveyancer;
- 15.5.3 In the case of a dwelling being sold, provide the HOA with a copy of the local authority occupation certificate and updated electrical certificate of compliance. A SPLUMA certificate may also need to be supplied.
- 15.6 Article 16 of these Rules deals with the failure to comply with the Rules, but set out hereunder in clause 15.7, is a specific breach clause, which will apply in the event of an Owner failing to comply with Rule 16.
- 15.7 If an owner fails to comply with this Rule 15, the HOA and Club shall have the absolute right to withhold its consent to the owner transferring said property until this Rule has been complied with in

all respects. This shall also apply to rules of an architectural or residential nature.

Desk task manager via the St Francis Links Estate App;

- 15.8 The Owner is obliged to sell his share in the Club at the same time as he disposes of his property.

- 17.2.2 Exco and / or the Community Manager is willing and available to meet any Owner should the need arise;

16 FAILURE TO COMPLY WITH THE RULES

- 16.1 Failure by an Owner to comply with any provisions of any Rules may result in -

- 16.1.1 a call for an explanation and/or an apology, and/or
- 16.1.2 a reprimand and a request to comply, and/or
- 16.1.3 the imposition of a penalty levy (refer to the Addendum hereto: St Francis Links Guide to Penalty Levies), which shall be deemed to be part of the levy due by the Owner, and/or
- 16.1.4 the withdrawal of any previously given consent applicable to the particular matter, and/or
- 16.1.5 an order to pay for damages resulting from non-compliance with any rule, and/or
- 16.1.6 application to the Courts for the enforcement of the rule/s.

- 16.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Board (or sub-committee so appointed by the Board) who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

- 16.3 Should any owner be aggrieved by any decision made by the Board or it's appointed sub-committee they may, within 7 working days of the finding, lodge an appeal to the Board of Directors via management, giving their reasons for such an appeal.

17 GRIEVANCE PROCEDURE (applicable to the HOA and Club)

- 17.1 The objective of the Grievance Procedure is to provide a formal channel for the communication of grievances in order to resolve grievances in the most reasonable and amicable manner and at the earliest stage possible.

- 17.2 To this effect, there are a number of internal avenues available to an aggrieved party to resolve queries, deal with problems, escalate a matter or submit ideas for improvement:

- 17.2.1 HOA Reception. Contact the HOA liaison or send a message to the Help

- 17.2.3 If the above methods prove unsatisfactory and an Owner feels a matter needs to be escalated to Board level, a mail can be sent to member@stfrancislinks.com. Such mail will be escalated to the Board of Directors who shall consider the complaint / idea.

- 17.2.4 The HOA or Club Promotion of Access to Information (PAIA) policies and procedures may be followed should the above methods be exhausted.

- 17.3 Should an Owner or HOA and / or Club employee have a grievance or complaint, the aggrieved person must first try to solve it through informal discussions.

- 17.4 If it is inappropriate to approach the party concerned, the aggrieved party can freely approach a member of Exco or if inappropriate, a Director for advice and assistance.

- 17.5 If the grievance is unresolved after the informal discussion, the aggrieved person may declare a formal grievance by putting it in writing (using the form supplied by the HOA) within the next 7 working days, detailing such complaint.

- 17.6 This written complaint should be submitted to the Community Manager or company secretary of the HOA or if inappropriate, to a director for his attention or to add as an agenda item to the Property Owner Forum. Receipt of such written complaint shall be acknowledged by signing and dating the document on the day received.

- 17.7 The aggrieved person will be contacted by the HOA within 7 working days to discuss ways and means to resolve the issue. The HOA may call for such evidence and information as it needs to allow it to attempt to resolve the grievance.

- 17.8 The HOA will arrange for a meeting with the aggrieved person and / or effected party. This meeting should take place within two weeks of the date of the grievance form being received. This period may be extended by mutual agreement.

- 17.9 If the issue is not resolved, the matter will immediately be referred to the Board which will take such steps as deemed to be in the best interest of all the members and employees of the HOA and / or Club.

- 17.10 If no satisfactory solution is reached within the mutually agreed time the parties may apply to CSOS, after they have exhausted all internal dispute resolution procedures.

18 FAIR TREATMENT OF EMPLOYEES

- 18.1 The HOA and the Club prohibit discrimination in any work-related matter on the basis of race, colour, national origin, religion, sex, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation or citizenship. The HOA and the Club are both committed to providing a work environment where each employee is treated with fairness, dignity and respect.
- 18.2 The HOA and the Club does not tolerate harassment, the use of foul language or discrimination by anyone, including fellow employees, management, shareholders of the Club and members of the HOA, residents, suppliers, contractors or guests, against those who work for the HOA and / or the Club.
- 18.3 For employees who observe or experience any apparent form of discrimination, harassment, foul language or violence from persons on the estate,

the HOA and the Club provide a number of ways to report the incident, including, but not limited to laying a grievance or meeting with the human resources officer or the employee's immediate supervisor, manager or the CEO and ultimately the Board. For the avoidance of doubt, this clause does not apply to any of the aforementioned issues arising between an employee and its employer, which issues are to be dealt with in terms of the employment relationship and applicable labour legislation.

- 18.4 The grievance procedure as set out in clause 17 above is also available to the employee as a means of communicating grievances in order to arrive at a satisfactory resolution.
- 18.5 Should there be no satisfactory resolution to an employee's grievance, the Community Manager and / or Board may refer the matter to a legal mediator or recommend an application to entities such as the Equality Court or Human Rights Commission.

This document should be read with Annexure G (a) - Visitor Access Procedures and Annexure G (b) - Guide to Penalty Levies

References:

Annexures to the Sale Agreement

<i>Annexure B</i>	<i>Layout of the Estate</i>
<i>Annexure C</i>	<i>Architectural Standards and Town Planning Controls</i>
<i>Annexure D</i>	<i>Land Design Protocol</i>
<i>Annexure E</i>	<i>Memorandum of Incorporation of the Association</i>
<i>Annexure F</i>	<i>General Information, Aims & Objectives</i>
<i>Annexure G</i>	<i>Conduct Rules of the Homeowners Association</i>
	<i>(a) Visitor Access Procedures</i>
	<i>(b) Guide to Penalty Levies</i>
<i>Annexure H</i>	<i>Memorandum of Incorporation of the Golf Club</i>
<i>Annexure I</i>	<i>Conduct Rules of the Golf Club</i>
<i>Annexure J</i>	<i>Summary of Membership of the Golf Club</i>
<i>Annexure K</i>	<i>Seller's Declaration and Disclosure</i>

Construction / Alteration Documentation

SFLHOA Client Obligation & Procedure for Building

SFLHOA Building Violation Penalty Protocol

SFLHOA Designer & Principal Agent and Contractor Protocol

SFLHOA Water & Electrical Supply Application

SFLHOA SSEG Policy and Annexures