

<b>ITEM</b>	<b>CLAUSE</b>	<b>PAGE</b>
INTRODUCTION	1	12
PROMULGATION OF RULES	2	13
DESIGN GUIDELINES	3	13
USE AND OCCUPATION OF A UNIT	4	13-14
UPKEEP AND MAINTENANCE OF RESIDENCES	5	14
UPKEEP AND MAINTENANCE OF GARDENS	6	14-15
THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS	7	15 – 16
SECURITY	8	16 - 19
USE OF ROADS/LICENCES	9	19 - 20
SPORTING, RECREATION AND COMMUNITY FACILITIES	10	20 - 22
GENERAL <ul style="list-style-type: none"> <li>• Conduct</li> <li>• Helicopters</li> <li>• Domestic &amp; garden refuse</li> <li>• Slaughtering</li> <li>• Curing of meat</li> <li>• Signs</li> <li>• Satellite dishes</li> <li>• Shade cloth</li> <li>• Awnings</li> <li>• Advertisements/publicity material</li> <li>• Hooting</li> <li>• Auctions/Jumble sales/Garage Sales</li> <li>• Use of and Conduct in open spaces</li> <li>• Domestic Employees</li> <li>• Resident employees &amp; Staff</li> <li>• Au-Pairs &amp; nurses/critical care</li> <li>• Fireworks</li> <li>• Parties &amp; Functions on the Estate</li> <li>• Drones</li> </ul>	11	23 – 25
LEVY PAYMENTS	12	25
THE LEASE/SALE OF A UNIT	13 - 14	25 - 27
FAILURE TO COMPLY WITH THE RULES	15	27

## **ANNEXURE G: RULES OF THE ASSOCIATION**

### **1. INTRODUCTION**

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

Quite rightly, the Memorandum of Incorporation 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.

By purchasing a property at Simbithi and by signature of the various agreements, each owner agrees to be bound by the rules and the governance of the Board. The Board has the right to impose penalty levy's (fines) to be paid by those members who fail to comply with the rules. Financial penalties, 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 the courts.

## 2. PROMULGATION OF RULES

As from the date of promulgation of these rules, they shall all apply forthwith and all Residents /owners shall be required to abide thereby. In terms of Clause 8 of the Memorandum of Incorporation, the Board has the power to make, add to, amend or repeal these rules.

For the purpose of these rules, "Owner" means a Purchaser, Member, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee or Guest.

### 2.1 Conflict of Existing Practice with New Rules

Any existing practices in conflict with the new rules 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 Estate Management, 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.

### 2.2 Contravention of Rules by "Others"

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

## 3. DESIGN GUIDELINES

### 3.1 Construction of dwellings

All houses/dwellings on the Estate are to be designed and built by Architects and building contractors accredited to SEEHOA in terms of the Memorandum of Incorporation, and all gardens are to be installed by Landscapers accredited to SEEHOA, and maintained by accredited garden maintenance services other than where specified in clause 6.

### 3.2 Designs to Comply with Guidelines

The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the Association prior to any work being commenced. In addition, the required Local Authority approvals must be obtained for all new buildings, alterations, extensions,

structure, etc. All buildings, fences and gardens shall strictly adhere to the comprehensive "Design Guidelines", "Town Planning Controls" and "Landscaping Guidelines" for the Estate, available from the Association office.

### 3.3 Plan approvals

The procedure to be followed in respect of the submission and approval of plans is included under the Design Guidelines and Township Controls Handbook.

No construction or installation may commence prior to full Association and Local Authority approvals.

### 3.4 Certificates of Completion

No dwelling may be occupied without first having been cleared by:-

- The Association confirmation that the building has been completed and conforms to the design guidelines.
- The Local Authority's Occupation or Beneficial Occupation Certificate

## 4. USE AND OCCUPATION OF A UNIT

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

### 4.1 Use of a Dwelling

The use of a dwelling shall be governed by the Kwadukuza Municipal Town Planning Scheme in force at the time or any other approved scheme applicable to the Estate from time to time. **A unit may be used for residential purposes only.** (I.e. No trading whatsoever will be allowed, nor will any business operations which necessitate staff/clients or suppliers visiting the dwelling /accessing the estate, or the registration of the premises as a business premises in terms of the Town Planning Scheme. Such restrictions on use of a unit also exclude participating in a time share scheme or similar or running a bed and breakfast operation).

### 4.2 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.

Only one kitchen per dwelling is allowed.

### 4.3 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 screened drying yard or other designated area. Items of washing must not be visible from the roads or

from the Golf course and must be reasonably screened from the direct view of neighbours.

#### **4.4 Washing of Vehicles**

Washing of any vehicles, trailers, boats etc. With any form of detergent, soap, cleaning agents is strictly prohibited on the Estate. Disposing of any substance into the storm water system is strictly prohibited. Residents are permitted to rinse their vehicles using water only. Please note that the Estate's storm water system has been designed to be eco-friendly. All of the run off storm water is directed to the Estate dams and the water is pumped to maintain dam levels. Any detergent or other contaminants are highly detrimental to our wetlands.

#### **4.5 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 such substances and in such quantities as may reasonably be required for domestic purposes).

#### **4.6 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 Association. The request for such approval will require a description and/or drawing and/or plan as may be necessary to fully define the request. This item applies to the likes of external air conditioning units, awnings, generators etc. even when not directly attached to the building. Specifications for types and colours of approved awnings are obtainable from the Associations Office.

#### **4.7 Fences**

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

#### **4.8 Gazebo's**

Plans for gazebos must be approved by the Association prior to installation.

#### **4.9 Garden/Tools Sheds**

Free standing sheds for tools or gardening equipment are prohibited.

#### **4.10 Dolls/Play Houses**

Free standing doll's houses, children's play houses or jungle gyms (play centre's) in gardens require written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and will have no possible detrimental effects on neighbours. It is recommended liaison take place with neighbours before any of the above are applied for.

### **5. UPKEEP AND MAINTENANCE OF RESIDENCES**

Use of Power Tools is restricted to Monday to Friday 8am to 5pm and Saturdays 8am to 2pm excluding Public holidays.

#### **5.1 General House Maintenance**

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

#### **5.2 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 written notice to the Owner, or Body Corporate, to carry out the necessary improvements within a specified time.

#### **5.3 Failure to Comply**

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

### **6. UPKEEP AND MAINTENANCE OF GARDENS**

Use of Lawnmowers, brush cutters and other powered equipment is restricted to Monday to Friday 8am to 5pm and Saturdays 8am to 2pm excluding Public holidays

#### **6.1 General Garden Maintenance**

Every garden installation on a freehold unit, or sectional title development, must be carried out by a Landscaper accredited to the Association within three months of completion of the dwelling. Once installed, the Landscaper is obliged to maintain the garden for a period of three months, whereupon it will be inspected

by Estate Management to ensure it meets the standards required.

Every Body Corporate is obliged to employ the services of one of the garden service contractors accredited to the Estate at their own cost. Freehold owners permanently resident on their properties may care for their own gardens, or employ the services of an accredited garden service. Where an owner is not a permanent resident of their own property, an accredited garden service is to be employed by the owner if the house is vacant, or by the tenant if occupied.

A minimum standard of maintenance is laid down by the Association. The garden service contractor may not offer less than the minimum standard, nor may the owner accept less. Owners maintaining their own gardens must maintain at least the minimum standard. Owners are to negotiate their own contract with garden services, and are responsible for the conditions of payment.

## **6.2 GARDEN STANDARDS**

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

## **6.3 FAILURE TO COMPLY**

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

Where in the opinion of the Owner, Body Corporate and Estate Management a garden service provider is not maintaining the standard expected, the Owner or Body Corporate may change his/her provider, and the Association will consider the suitability of the garden service provider to remain accredited to the Estate.

## **6.4 GARDEN REFUSE**

Garden refuse generated by an Owner or Body Corporate must be placed in municipal approved garden refuse bags (to be supplied by Owner or Body Corporate) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse on the Estate. Garden refuse may not be put out on any day other than the appointed one nor overnight nor weekends. Garden maintenance services should be contracted to remove garden refuse as part of the contract. Garden refuse must not be dumped on common ground.

## **6.5 NEW GARDENS**

The installation of First time/initial or New gardens shall comply with the procedures and guidelines as laid down by the Association.

Owners of properties, freehold or sectional title, are required to maintain those properties in the same conditions as from the date of transfer.

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

## **7. THE RIGHT TO KEEP AND CONTROL OF PETS/ANIMALS**

**7.1** Kwa Dukuza Municipal bye-laws relating to pets must be complied with where applicable (i.e. annual licensing/numbers/rabies inoculations etc.)

**7.2** Prior to bringing a pet onto the Estate, and when a pet is replaced, the following conditions must be met:-

**7.2.1** Written permission must be obtained from the Association. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.

**7.2.2** No more than a total of **Two** pets (dogs and/or cats) are permitted per household, i.e. two dogs or two cats, or one of each.

**7.2.3** Management may grant temporary relief in respect of this rule based on circumstances and a written motivation. Such temporary relief shall be solely at Management's discretion.

**7.2.4** All pets must be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep a pet.

**7.2.5** Each pet must at all times wear a collar with a name tag indicating the Owner's name and Telephone number.

**7.2.6** It is mandatory for all pets to be micro chipped with the Estate preferred Virbac Microchip, before being introduced to the Estate.

The microchip scanner used on the Estate is only able to scan & read Virbac Microchips. If your pet has already been micro chipped using another

service provider, please change the chip to a Virbac Microchip. Should a pet be found out of its owners premises, the microchip will enable the pet to be easily identifiable. Should Security have to pick up your pet because it is out of your property, a fee will be raised against your Levy account to collect the pet & care for them while the Estate tries to locate the correct owners & return the pets to the owners. Should the Estate not be able to identify who the pet belongs to the pet will be removed off the Estate & taken to the SPCA.

**7.2.7** Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.

**7.2.8** 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 on a leash and under the control of a responsible person. Fouling by pets of property belonging to the Estate, or to other Owners, must be removed immediately by the responsible Owner, (For this purpose Owners are advised to carry a scooper or plastic bags whenever walking their pets outside their own property)

**7.3** Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc or, in the case of cats, straying into other person's properties or houses.

**7.4** Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association. Any costs incurred will be for the account of the property owner.

**7.4.1** The owner of any pet found to have been responsible for injuring or threatening any humans or wild life on the Estate will be held accountable for any costs or claims arising there from, and will be obliged to remove such pet from the Estate immediately.

**7.4.2** The HOA reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wild life. At this stage **PITBULLS, ROTTWEILERS** and **BOEREBULLS** are banned. (Including mixed breeds of above)

**7.5** Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, alternatively the pets must be taken to a kennel off the Estate.

**7.6** Any dog found out of its owner's property not on a leash and **without** a collar, and name tag, or microchip or any cat **without** a collar, and name tag, or microchip will be taken to Security, and may be taken to the SPCA if the owner is not identified. A penalty levy will be payable by the owner. Any subsequent offences will attract a greater penalty levy.

**7.7** If any dog **with** a collar and name tag is found out of its owner's property not on a leash, or without a microchip a penalty levy will be payable by the owner. Any subsequent offences of the same nature will attract a greater penalty levy.

**7.8** Sectional Title developments (Body Corporates) may, in their own rules, ban the keeping of dogs, cats or other pets within their body corporate area. They may not allow more than the number permitted by the Association.

**7.9** The Association has the right to scan for microchips or ask owners to produce veterinary certificates, and proof of registration with the Association in respect of any pets found on their premises.

**7.10** Pets must be cared for appropriately. Cruelty to pets will be reported to the SPCA

#### **7.11 Pet policy and violation**

Failure by an Owner or Tenant to comply with any provisions of any Estate rules may result in:

- A Call for an explanation and/or apology.
  - A reprimand and a request to comply.
  - The imposition of a financial Penalty.
  - The withdrawal of any previous given consent applicable to the particular matter.
- An order to pay for damages resulting from non-compliance with any rule.  
Application to the Courts for the enforcement of the rule(s)

## **8. SECURITY**

### **8.1 General Security Procedures**

All Security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.

Members are responsible for the actions, behaviour and compliance with all rules and security procedures of all visitors who gain access to the Estate under their authorization.

## 8.2 Messenger of Court, Sheriff of the Court and Police Officers

Due to the nature of this category of persons, access cannot be denied, and confirmation with the person/s to be served, etc will not be obtained. Security will escort such persons to the premises. The Kwa Dukuza Municipality traffic department has unrestricted access to the Estate to enforce traffic law.

## 8.3 Vacant Houses

It is advisable to report vacant or unoccupied houses to Security. Security will conduct random external inspections on the property to ensure all is well for the period the house is unoccupied. Contact numbers and key holder information must be supplied to Security in case of an emergency. Please ensure that burglar alarms are armed and all windows and doors are secured prior to leaving.

## 8.4 Emergencies

If at any time a need arises to evacuate in part or the whole of the Estate, instructions will be given as to the congregation point.

### EMERGENCY ASSEMBLY POINTS

Simbithi Office	In the Car Park
Simbithi Country Club	In the Car Park
Heron Community Centre	in the Car Park
Fish Eagle Community Centre	In the Car Park
Kingfisher Community Centre	In the Car Park
Guinea Fowl Community Centre	In the Car Park
Equestrian Centre	In the Car Park
Eco Kidz school	In the Car Park
Sectional Title Complexes	In the Car Park or designated assembly area.

### 8.4.1 Medical Emergencies

It is a requirement of each residential unit to have an alarm system installed with a panic button system for medical or security emergencies linked to the Estate Control Room. Estate Security will respond and call out the medical services.

Netcare 911 is based in Ballito and can be contacted on the following numbers:

Alberlito Hospital	032 946 6711/2
Netcare 911 Control Room	082 911

## 8.4.2 Fire Procedures

It is recommended that every household have a multipurpose Dry Chemical Powder (DCP) fire extinguisher strategically placed in rooms such as the kitchen or garage. It is also recommended that every freestanding home should have one or more hosepipes connected to external taps where the hosepipe can reach the full extent of the property. In case of fire or a suspicion of a fire immediately notify the Estate Security Control Room who will attend and call out the fire department. The fire department can be contacted on the following number:

Ballito Fire Brigade 032 946 2711

## 8.5 Reporting to Security

Security is a shared responsibility. Owners must report any suspicious or unlawful occurrence to Security immediately after it has been seen or perceived.

## 8.6 Access

### 8.6.1 Biometrics

The biometric access control system has been implemented. Residents are required to register 2 fingerprints at the security office.

### 8.6.2 Access Cards

The access cards are being phased out as the biometric access system has been implemented. In certain instances, for example poor recognition of fingerprints by the readers, access cards will be issued.

Each person has been classified into a particular security level. Each security level has different permissions related to access points, times and authorities. The general rule is residents have 24 hour access at all points and everyone else has limited access based on specific gates, times allowed and days of the week. Tenant's access to the Simbithi Country Club (gym, pool and tennis court facilities) is subject to social membership benefit conditions.

Access cards are issued to an individual only. Only property owners, tenants, or persons authorized to work on the Estate may be issued access cards. **An access card may not be used by anyone other than the person to whom it is issued.** Access cards may not be handed over to family, friends or others with the intention of allowing them free entry to the Estate. Only one card may be issued per person.

Each owner is responsible for the safe keeping and proper use of his/her individual access card and shall not permit the use thereof by unauthorized persons. (It should be noted all exit/entry movements are recorded on the security computer and are identifiable to each individual).

Procedures are in place to monitor the swapping of or loan of cards to persons other than who they were issued to. If any person, other than the authorized holder, uses an access card, it will be suspended until re-activation as authorized by the Estate Management and a penalty levy will be imposed.

On application for access the applicant must produce the original of his/her Identity Document.

### **8.6. 3 Children requiring access**

It will be the responsibility of the parents to register their children's fingerprints at the security office if they wish for their children to have unaccompanied access through the security gates.

### **8.7 Security - Gates and Booms**

Every member shall stop at all security control gates/internal booms then proceed by operating his/her access card or presenting his/her finger on the biometric reader. Should a member not be in possession of an access card, or not be registered on the biometric system, or should the automatic system not be operating, the member may only proceed on being allowed to do so by the guard on duty.

### **8.8 Pedestrian access**

All pedestrians going through the gates must proceed through the pedestrian turnstiles. Visitors are not permitted to enter the Estate on foot.

### **8.9 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 authorization and having been cleared by Security. Security is permitted to detain any person on exit to determine his/her identity prior to allowing them to leave.

### **8.10 Visitor procedures**

#### **8.10.1 Day visitors:**

Are defined as any visitor entering and exiting the Estate during the course of one calendar day. All visitors must be confirmed prior to their arrival at SEEHOA. Security has been given instructions only to allow visitors' entry after confirmation has been made with the resident. All visitors must produce a visitor's

access code which will be electronically logged in the Security Database System upon arrival and exit.

On exit, the visitor will be logged out after the guard has confirmed their details.

#### **8.10.2 Overnight visitors:**

Are as any visitor remaining on the Estate after midnight on the day of entry. The resident must report overnight visitors to Security. If your visitor is expected to stay past this time, please advise security.

#### **8.10.3 Extended stay visitors**

Are defined as visitors who will be staying over on the Estate between 2 to 30 days. Owners must accompany their visitors to register their fingerprints which can be activated when required for access. The visitor will be issued with temporary visitor access allowing him/her access to and from the Estate. This access will only be enabled for the period of time for which the visitor has approval. Please note the registered resident must be in occupation of the premises. If this is not the case please refer to leases.

### **8.11 Contractor procedures**

Contractors are defined as any person/company appointed to construct buildings, do alterations to houses or property, landscapers, garden maintenance, 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.

All contractors must be registered through SEEHOA before entry is allowed. All contractors who will work on the Estate for a period of more than 5 days must register their fingerprints to allow them access onto the Estate. A temporary work permit must be obtained for anyone whose work is expected to last longer than 1 day but less than 11. Each person entering on a temporary permit must be in possession of a valid identity document, which will be produced to Security Reception, with a copy for security records.

No contractor is allowed to walk on the Estate. Each person must be transported to and from their work site on the Estate by vehicle. Once on site, neither the contractor nor his labour may walk off the site under any circumstances. Any contravention of these rules will result in the contractor being penalized in accordance with the Security protocols.

### **8.12 Gate houses**

Gatehouses are strictly out of bounds, other than to security personnel and other authorized persons.

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

Tailgating (i.e. proceeding through the gates or booms when operated by the vehicle in front of you) is prohibited. (This also defeats the recording system and the security of the Estate).

### **8.13 Domestic Alarm Systems**

It is encouraged that residents install an intruder detection system.

The cost of an intruder alarm would be subject to individual quotations against the specific individual homeowner's requirements. Alarm transmission on such systems must be by radio data on the Estate frequency. No external audible sirens are to be installed outside the house as this could cause noise pollution to neighbouring residents.

Quotations from suppliers should exclude radio transmitters. A Simbithi frequency radio transmitter is to be purchased from the SEEHOA office prior to installation. The cost will be levied against the homeowners account.

All costs relating to the ICASA license and other network fees for the individual radio transmitter used on the Estate will be covered by the monthly levy paid by homeowners to the Homeowners Association with no additional charge for homeowners.

All alarms will be monitored in the Simbithi Control-Centre from where response activities will be dispatched and coordinated. The total cost of alarm monitoring and response services are included in the Estate's monthly levy.

A Security company has been contracted by Simbithi Eco-Estate to man and operate the Control Centre and provide response services to both fence and domestic alarms. For all security matters please contact 032 946 8373/4/5

### **8.14 Cyclists & Runners**

Going between the gate barriers without registering your access is not permitted. Scan your finger or access card at the security gates when leaving or entering the Estate. If you are cycling or running with people who do not have Simbithi access, please stop & notify the security officer that you are taking responsibility for their access. Always adhere to the above & co-operate with the gate security officer.

## **9. USE OF ROADS/LICENCES**

All the roads within the Estate are on land owned by SEEHOA. SEEHOA has reserved its right to allow parties to make use of the roads provided that such parties agree to be bound by the rules of SEEHOA. The Kwa Dukuza Traffic Department has unrestricted access into the Estate to enforce traffic laws. Roads are for the use of all, whether on foot, cycles, golf carts, cars, buses or trucks and, in our exclusive environment, this places extra responsibility and need for awareness on all who use these roads; more particularly on all adults, and especially parents who need to educate and control their children. No reckless driving will be tolerated on the Estate roads. No driving with kids on your lap or kids hanging out of windows or sunroofs.

### **9.1 Speed Limit**

The speed limit throughout the Estate is 40 kilometers per hour for all vehicles on all Estate roads.

### **9.2 Pedestrians, Golfers and Horses**

Pedestrians, golfers and horses must be given the right of way and golfers at their demarcated road crossings. Golf carts shall have the right of way over other vehicles within the Estate. Pedestrians are to only use the sidewalks and verges. Roads are to only to be used for the traversing of motor vehicles.

### **9.3 Operating Restrictions for Vehicles**

No person shall operate any motor vehicle upon any road within the Estate unless he is the holder of a valid driver's licence for such vehicle. Engine powered vehicles; cars and motorcycles may be operated only on roads. (Sidewalks, open lawn areas and cart paths are 'out of bounds' to vehicles). Any person found driving a motor vehicle on any road on the Estate, in a manner in conflict with the rules as set out, will be subject to a penalty in terms of the rules of the Association. Any subsequent offence of the same nature will attract a greater penalty.

### **9.4 Golf Carts**

Only electric Golf Carts are permitted. It is compulsory for every golf cart used on the Estate to have adequate, public liability insurance. SEEHOA has established an Insurance policy for this liability through the Estate's broker. It is compulsory that this insurance policy is taken by any owner of a Golf Cart. A golf cart permit will be issued annually confirming insurance cover. Golf carts may only be driven by persons holding a valid South African motor license. Parents are to adhere to this rule.

Due to safety of all concerned these rules must be strictly adhered to whilst on the Estate roads:



1. No overloading of passengers (not more than 2 passengers on a 2 seater & 4 passengers on a 4 seater).
2. No towing of a person on a skateboard / roller skates etc.

The Simbithi Country Club has the right to impose its own rules relating to the use of golf carts, bicycles and jogging on the golf course. The Club management should be contacted for advice on such rules.

The Estate will in no way be liable for any loss or damages incurred to the Golf Cart.

### **9.5 Dune buggies /Motorcycles/Motor Scooters**

All drivers of Dune buggies, and motor cycles must be in possession of a valid license. Such motor vehicles may only be used on recognized roads. Under no circumstances may they leave recognized roads or be used off-road on the Estate. All these vehicles must be roadworthy and registered with the traffic authorities. Motorcycle riders must wear helmets when driving on the Estate Roads.

No quad bikes are permitted on the Estate other than those used by Estate Security or Maintenance staff.

### **9.6 Condition of drivers**

The operating or driving of any type of vehicle on the Estate whilst under the influence of alcohol or drugs, which may impeded the ability to control such vehicle, is prohibited. The Association reserves the right to stop any person suspected of being under the influence of alcohol or drugs whilst driving a vehicle, and preventing such person from driving whilst in that condition. 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.

### **9.7 Parking**

Parking on sidewalks and open lawn areas, or in front of driveways to residences so as to cause any obstruction to the safe flow of pedestrian and traffic, is prohibited, and parking may only be done in areas so designated for that purpose.

### **9.8 Caravans and Boats**

All caravans, boats and trailers shall be parked only on the owner's property out of view of neighbours or the road. Alternative storage facilities are available outside the Estate at the owners cost.

### **9.9 Scooters, Skate Boards, etc**

Scooters, skate boards, roller skates and other wheeled devices are not allowed to be used on Estate roads, and parking areas.

Only scooters that are licensed by the traffic department and have a registration number plate will be permitted on the Estate. The Simbithi board of directors have made a decision to ban electronic scooters and motorised push boards on the Estate. All parents need to notify their children and adhere to this rule.

### **9.10 Removal Vehicles**

Furniture removals/deliveries should be done during working hours Monday to Friday between 8am and 5pm and Saturdays 8am to 2pm only, excluding public holidays. No articulated vehicles may enter the Estate. This includes removal vehicles with trailers. Persons moving household furniture should be aware of this when arranging their removals and should liaise with security when a problem is foreseen. It is encouraged that the owner or the owner's representative escorts the furniture delivery vehicles to and from the Estate's gates to ensure there is no damage to Estate roads.

#### **9.10.1 Sectional Title Properties**

It is the responsibility of the owner/tenant to notify security of any removal/delivery vehicle entering the Estate. The Body Corporate requirement to all sectional title complexes is 3 tons maximum. Should your delivery vehicle be more than 3 tons, you will need to obtain permission from security to park outside the gate closest to your home and use a shuttle to transport furniture into the Estate.

#### **9.10.2 Freehold Properties**

It is the responsibility of the owner/tenant to notify security of any removal/delivery vehicle entering the Estate. The restriction for removal/delivery vehicles to freehold sites will be restricted to NO articulated vehicles.

## **10. SPORTING, RECREATION AND COMMUNITY FACILITIES**

Members of the Association are obliged to be members of the Club, and resignation is not permitted whilst an owner on the Estate. Members shall at all times abide by all the Rules of the Club in force from time to time.

## 10.1 Estate Swimming Pools

Swimming will be allowed only between the hours of 05h30 and 19h00 each day.

An adult must continuously accompany children under the age of 10.

- Pets are not allowed around the poolside or in the pools.
- Radios and music players may not be used around the pools.
- Pool furniture must not be removed from the facility.
- The pools 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 pools in a manner so as to interfere unreasonably with other persons using the same amenities.

No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only the appointed persons (outside agents or specially authorized residents) may operate the equipment.

Surfboards, cold drink cans, glass and hard objects of any sort are totally prohibited in the pools.

## 10.2 Community Centre's

Community Centre facilities are for the use of owners and a limited number of their guests only. The facilities may be used by all residents. Exclusive use is not permitted, and access by all owners to the facilities is permitted. No one owner may claim right of use of part of a centre over another owner.

The only times when it is necessary for a booking to be made of a community centre is in the case of regular meetings of organized clubs/classes, such as garden, bird, art, and the like. On such occasions days and times will be set, but use cannot be exclusive.

Private use of the facilities by outsiders is not permitted.

No commercial activities may be conducted at any community centre. The Simbithi Country Club is able to host such activities.

As Community Centre's are primarily for the use of owners, they are not to be considered as venues for regular entertainment of non-owner guests, which should be done at private residences, or the Club.

For this reason, the number of guests allowed by any one owner on any one occasion at Community centre's is ten (10) persons only, including children. This figure is twenty-five (25) at Kingfisher and Guinea Fowl, only if children's parties are being held. A cleaning levy will be charged for organised functions.

Community centres may be used for social activities laid on by the Association for the benefit of owners and residents

An owner wishing to invite outside guests must either come in person to the Association Offices, not the gates, and provide details of the 10 outsiders being invited, or email the details (names, vehicle registration numbers). If a guest name is not on the list (which may not exceed 10) access will be denied.

No sound systems or speakers may be used at any community centre unless authorized by the Association. Under no circumstances may community centre furniture or equipment be removed from the facility. It is the duty of whoever uses the facility to clear away all rubbish, stack away the cushions and chairs, and leave the place in a clean and tidy condition, as such person would like to find it.

Any damage to facilities is to be reported to the Estate Management and, if any such damage is due to the actions of an owner or their guests, any repairs will be to the account of such owner. Any additional cleaning required will be to the account of the owner.

Association management reserves the right to stop any function should it be considered that any of the rules are being breached in such a way as to cause a disturbance to other Estate residents, or complaints are received from other residents.

The Community Centres are **DAY TIME** facilities only. Owners need to vacate the centres by 21h00. Note that certain events authorized by the Association may continue beyond 21h00.

## 10.3 Horse Riding

Horse riding enquiries made at the Equestrian Centre on the Estate. The Equestrian Centre is run as a private business on property owned by the Association.

## 10.4 Dams / Ponds / Streams

Dams/ponds/streams, where they are part of the Estate, have certain areas of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto these dams/ponds/streams.

## 10.5 Camping

Camping is not permitted anywhere within the Estate on SEEHOA property.

## **10.6 Picnicking & Braaing**

Picnicking is permitted on common property under the jurisdiction of the Association; however please respect the privacy of residents. Braaing is restricted to the designated braai areas provided. No open fires allowed in any Estate common property.

## **10.7 Boating**

Boating is not permitted on any dam/pond/stream under the jurisdiction of the Association.

## **10.8 Fishing**

Fishing is permitted on a catch and release basis in any dam or pond under the jurisdiction of the Association, using light dam or river rods. The use of large rods and any form of net is prohibited. Please note that all of the dams and ponds on the Northern side of the Estate are part of the golf course and **NO** fishing is allowed in these areas. Please ensure that you leave the area clean and tidy and free of any fishing tackle including fishing line and baited hooks.

## **10.9 Firearms**

Discharging of any firearm, air-gun or other weapon is strictly prohibited.

## **10.10 Simbithi Country Club**

All members of the Association shall at all times abide by the Rules of the Club.

TENANTS may only make use of the Club facilities in terms of 10.10.1 or 10.10.2 in the event that the lease is for a period of three months or more. Any nomination of a Tenant is subject to the required subscriptions and levies payable by the Landlord being up-to-date. If this is not the case the Tenant shall have no claim against SEEHOA or the Simbithi Country Club.

### **10.10.1 Landlord nominates Tenant during lease period as a social member**

It is recorded that the TENANT shall be entitled to exercise all the LANDLORD'S rights as a social member of the Simbithi Country Club (to the LANDLORD'S exclusion) for the duration of this LEASE. The TENANT undertakes at all times to strictly comply with the rules and regulations of the Simbithi Country Club as if the TENANT itself was the member of the Club. The monthly subscriptions payable in respect of the LANDLORD'S social membership of the Simbithi Country Club shall be paid timeously by the LANDLORD. However, any additional costs incurred by the TENANT

in respect of, or by virtue of, the aforesaid social membership (such as food and beverage) shall be paid by the TENANT to the Simbithi Country Club timeously. It is specifically recorded that the LANDLORD shall not be entitled to enjoy any of the rights of social membership of the Simbithi Country Club for the duration of this LEASE. The LANDLORD shall be responsible for the actions of the TENANT, vis-a-vie the Simbithi Country Club. It is further recorded that the TENANT shall not enjoy credit facilities nor the owners discount at the Club.

### **10.10.2 Landlord remains the Member, but Tenant enjoys temporary social membership during the lease period**

It is recorded that the LANDLORD shall retain his normal membership status at the Club, but in addition to his normal monthly subscription, the LANDLORD shall pay an additional Family Social Subscription in respect of the TENANT and the tenant's family. This amount shall be added to the monthly rental recovered from the TENANT, but it remains the obligation of the LANDLORD.

### **10.10.3 The Tenant will not enjoy any membership benefits of the Club**

The TENANT shall not be entitled to utilise any of the facilities of the Simbithi Country Club;

### **10.10.4 Landlord nominates Tenant during lease period as a golf member**

It is recorded that the TENANT shall be entitled to exercise all the LANDLORD'S rights as a golf member of the Simbithi Country Club (to the LANDLORD'S exclusion) for the duration of this LEASE. The TENANT undertakes at all times to strictly comply with the rules and regulations of the Simbithi Country Club as if the TENANT itself was the member of the Club. The subscriptions payable in respect of the LANDLORD'S golf membership of the Simbithi Country Club shall be paid timeously by the LANDLORD. However, any additional costs incurred by the TENANT in respect of, or by virtue of, the aforesaid golf membership (such as food and beverage) shall be paid by the TENANT to the Simbithi Country Club timeously. It is specifically recorded that the LANDLORD shall not be entitled to enjoy any of the rights of golf membership of the Simbithi Country Club for the duration of this LEASE. The LANDLORD shall be responsible for the actions of the TENANT, vis-a-vie the Simbithi Country Club. It is further recorded that the TENANT shall not enjoy credit facilities nor the owners discount at the Club.

## **11. GENERAL**

### **11.1 General Conduct**

Respect and general consideration by all owners and residents for all other owners and all users of the Estate should be exercised at all times.

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

#### **11.1.1 Vandalism Policy**

The Estate will have a zero tolerance approach. Security will attend the scene & investigate. If the perpetrators are identified, their parents/owners will be immediately informed of the incident. Parents/owners may be advised to visit the scene and witness the type of vandalism caused. Depending on the seriousness of the damage/incident, the Estate may take any of the following steps.

- Call for a meeting with the parents and perpetrators
- Lay a charge of malicious damage to property
- Issue warning/financial penalty or recover costs for replacement/repair.
- Request for perpetrators to perform community service on the Estate.

### **11.2 Helicopters**

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

### **11.3 Domestic and garden refuse. Etc.**

All domestic refuse shall be put in black plastic bags supplied by the Municipality and kept in a bin purchased by the Owner, in a suitable place within his property and screened from public or neighbours view. On prescribed days and times, the bins must be placed by the resident on the sidewalk outside the residence, ready for collection. Bins may not be placed on the sidewalk on any other day. **The use of recognised Municipal green wheeled containers is mandatory.** Once the bins are emptied by the Municipality services please ensure that they are removed back into your property and not left on the verge.

Garden refuse may be put out with domestic refuse but in the Municipal approved bags as directed under upkeep and maintenance of gardens.

Where refuse is of such a size or nature that it cannot be removed by the normal service, the owner shall make special arrangements with the Municipality or a private contractor, and all costs thereof shall be for the owner's account. No dumping of garden refuse on any Estate common property.

The disposal of any domestic animal carcass shall be the responsibility of the owner through private arrangements with the local authority, and costs thereof shall be for the owner's account.

No domestic animal carcass may be buried on the Estate.

### **11.4 Recycling**

Paper, glass, tin and plastic bins are at the exits of the estate. Please only deposit clean recycling.

### **11.5 Slaughtering**

No animal, bird or reptile may be slaughtered within the Estate.

### **11.6 Curing of Meat, Etc.**

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

### **11.7 Signs**

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

All decorative house name boards must conform to the size, colour and position within the requirements of the Association.

No flags, flag poles, or radio aerials on poles may be erected on private residential units on the Estate. (This rule shall not apply to Association, Club or Commercial property, provided approval of the Board is obtained).

### **11.8 Satellite Dishes**

TV aerials and satellite dishes at individual residences are permitted, but are to be positioned in such a manner so as not to be visible from the road, the golf course or, as far as possible, to neighbours. No such devices may be installed without prior approval of Estate Management.

### **11.9 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.

### **11.10 Awnings**

The style and colour of external awnings are controlled by the Association and authorization for their erection must be obtained from Estate Management prior to installation.

### **11.11 Advertisements/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 Association.

### **11.12 Hooting**

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

### **11.13 Auctions/Jumble Sales/Garage Sales**

Any form of public auction or sale on any property within the Estate is prohibited (other than with the prior written permission from the Estate Management).

### **11.14 Use of and Conduct in Open Spaces**

The lighting of fires in any open space on the Estate is prohibited, other than in a proper receptacle/burner specifically built for that purpose at a community centre or picnic site. Disturbing, collecting or destroying of plant material is prohibited, unless authorized by Estate Management.

Disturbing, harming or destroying any wild animal, reptile, insect or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Management).

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 dam, pond or stream is prohibited.

### **11.15 Domestic Employees:**

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

All domestic employees must be approved and registered by SEEHOA. They must be registered by their employer as and when they are employed. The registration will last for one year, whereupon it has to be renewed. 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.

Casual domestic workers will be treated in the same manner as building contractor staff and will be escorted by the owner and recorded in and out at the gates each day. Owners shall be responsible for ensuring their employees /workers comply with all security requirements, as well as all the rules of the Estate.

If not accommodated on the Estate, domestic employees are allowed to be on the Estate between the hours of 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the Estate Management.

### **11.16 Resident employees and staff**

All employees of residents, not classified as domestic employees, must be registered and obtain access for entry onto the Estate. Access will be validated only for recognized normal business hours, unless authorized differently by SEEHOA. No employee is permitted to remain on the Estate overnight, unless prior authority has been obtained from SEEHOA.

### **11.17 Au-pairs and nurses/critical care**

All au pairs and nurses must be registered with SEEHOA and the appropriate security clearance will be given if all criteria related to such services are met.

### **11.18 Fireworks**

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

### **11.19 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 owners and residents.

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

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. Such permission will not be lightly given and, in the unlikely event of permission being granted, cognizance will be taken by the Association 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 marquee, arrangements at gates, requirements for security and additional guards, as well as any other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the Board.

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.

### **11.20 General Aesthetics/Standards**

Verandah/garden furniture or any other external accessories, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever which, in the opinion of the Board, are aesthetically displeasing 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 must be kept closed at all times, other than when legitimate ingress or egress is taking place.

### **11.21 Drones**

Drones for recreational purposes have been banned on the Estate.

## **12. LEVY PAYMENTS**

Note: The levy is an annual levy collected in 12 equal monthly payments.

**12.1** Owners must pay levies in full and in advance by the 7<sup>th</sup> day of each and every month. (The board allows a period of grace of seven days).

**12.2** Owners in arrears at the 7<sup>th</sup> of the month shall pay interest, (at 3% above the current prime overdraft rate of the Standard Bank of South Africa), and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up until the date of payment.

**12.3** Owners still in arrears after 30 days must pay the full amount overdue immediately on being billed, plus the next levy due, plus interest (at 3% above the current prime overdraft rate of the Standard Bank of South Africa) on the full overdue amount up until the date of payment.

**12.4** Owners in arrears after 60 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 balance of the annual levy shall immediately become payable.

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

(In exceptional circumstances, where owners may have a singular problem regarding payment of dues, they may approach the Association in writing through the Estate Management, with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting there from shall be entirely at the discretion of the Board).

**12.5** Levy amounts may not be reduced to offset against real, perceived, partial or non-provision neither of services, nor for any other reason unless previously discussed with and sanctioned by the Association.

**12.6** Owners who are "away" at month-end must make arrangements to ensure Levies are paid by due date. (Being "on holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of Levies).

**12.7** All owners are offered a 30 day credit facility at the club. The monthly amount due is debited to the levy account and recovered by way of the monthly debit order.

**12.8** In the event of any owner's account being in arrears, the ASSOCIATION reserves the right to cancel biometric or card access linked to the property. (i.e. owner or tenant access). SMS

visitor access shall also be cancelled. No further credit shall be allowed at the Club.

- 12.9** In the event that a lease is in place in respect of a property and the owner's account is in arrears (SEEHOA, Body Corporate or Simbithi Country Club), the owner consents to the ASSOCIATION recovering such arrears from the tenant as a deduction from the rental due by the tenant to the owner.

It is a requirement of the Association that owner's effect payment by way of debit orders, which can be signed for at the offices of the Association's Accountant, and which are controlled and submitted to the Bank by the Association.

### **13. THE LEASE OF A UNIT**

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

Simbithi is a residential Estate. It is not a resort. Most of the owners at Simbithi are owner occupiers. By entering into a sale agreement they have all agreed to abide by the Rules of the Estate, on the basis that this leads to the improvement in the quality of life on the Estate. They have the right to expect any tenants to abide by the Rules.

It is imperative that any person or family who wishes to lease a property on the Estate must agree with this ethos, and they must commit to abiding by the Rules of the Estate. For this reason, it is compulsory that any tenant who rents property within Simbithi, or any "non-owner" who is allowed by any owner to occupy any property must attend an Induction Meeting with an accredited agent so that the Rules as well as the facilities at Simbithi can be adequately explained to all tenants or occupiers of property. This includes the tenant understanding the consequences of a breach, or more than one breach of any of the Rules.

#### **13.1 LONG TERM LEASES**

- 13.1.1** Owner uses an Agent. Only agents accredited by the Association may be used by any owner. These accredited agents have all attended induction courses, and have passed an accreditation exam whereby they demonstrate their knowledge of the requirements of living at Simbithi as well as the facilities offered by Simbithi.

#### **13.1.2** Owner doing lease directly

In the event that the owner does not use an agent in respect of the lease, the owner must still arrange for an Induction Meeting to be held between the tenants and one of the accredited agents. In addition, if the owner of the property is not a resident within 20kms of Simbithi, the owner must appoint a responsible person who resides within 20km of Simbithi to attend to any issues arising out of the tenant's occupation of the premises. The person must be authorised to act on behalf of the owner in all aspects relating to the tenant.

#### **13.2 SHORT TERM LEASES**

Short term leases are defined as leases shorter than 1 (one) month

All short term leases must be done through the sole accredited agent for short term leases. The appointed agent will abide by the protocols set by the Estate. Please also note that the Memorandum of Incorporation excludes any Time Sharing arrangements. Units cannot be placed into a "Rental Pool"

#### **13.3 ALL LEASES**

- 13.3.1** All leases must be done on the standard original SEEHOA lease agreement and signed by the Lessor & Lessee. The Agent (or responsible person as in 13.1.2 above) must also sign the lease.
- 13.3.2** In the event of any Owner entering into a lease directly with the Lessee without an agent, any contravention of the Rules by any Lessee or guest of the Lessee shall be deemed to be a contravention by the Owner and any financial penalty shall be charged to the Owner.
- 13.3.3** Tenants may use the Estate facilities whilst in residence on the Estate, but are subject to all Conduct Rules.
- 13.3.4** All Lessees are required to abide by the Rules of the Association and are liable for the imposition of sanctions including financial penalties, and in the case of any serious breach, eviction, in the event of any breach of the Rules.
- 13.3.5** No subletting by a tenant of any property or portion of a property is allowed.
- 13.3.6** All completed leases must be delivered to the SEEHOA offices at least 5 working days before commencement of the lease.

**13.3.7** In the event of early termination of the lease. SEEHOA must be notified at least 5 days before the date of termination of the lease.

#### **14. SALE OF A UNIT**

The consent to transfer a property within the Estate must first be obtained in writing from the Association and the selling/transferring Owner must have satisfactorily settled all his obligations to the Association prior to consent being given. Such consent will not be unreasonably withheld.

**14.1** If the property being sold is a sectional title unit, the body corporate's consent must be obtained & delivered to the Association

**14.2** The transferee must agree to become a member of the Association.

**14.3** An Owner will be required to use the Association's prescribed documents (including the Contract of Sale), when alienating or otherwise transferring their property on the Estate;

**14.4** An Owner who wishes to dispose of his property shall: -

**14.2.1** If he requires the services of an Estate Agent, do so exclusively through an Estate Agency accredited by the Association;

**14.2.2** All Sale and Resale Agreements must be recorded on SEEHOA Agreements, which are available from the Association offices;

**14.2.3** The original signed contract of sale must be sent to the SEEHOA office to be authorised.

**14.2.4** Where an owner wishes to sell a unit privately and does not wish to use the services of an Estate Agency, this may be done, but the final sale document must be forwarded to the Association Attorney via the Association offices for checking. (This arrangement is necessary to ensure all requirements and obligations to the Association are complied with prior to the actual sale). Standard SEEHOA Resale Agreement is to be used.

**14.2.5** If an owner fails to comply with this rule, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects.

**14.2.6** Where an owner sells his unit by auction or through circumstances leading to auction. Viewing is by arrangement through the Association, but the auction itself may not take place on the Estate. Standard SEEHOA Resale Agreement is to be used.

#### **15. FAILURE TO COMPLY WITH THE RULES**

**15.1** Failure by an Owner or tenant to comply with any provisions of any Estate rules may result in:

- A call for an explanation and/or an apology.
- A reprimand and a request to comply
- The imposition of a financial penalty.
- The withdrawal of any previously given consent applicable to the particular matter.
- An order to pay for damages resulting from non-compliance with any rule.
- Application to the Courts for the enforcement of the rule(s).

**15.2** 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 Estate Management.

**15.3** Should any owner or tenant be aggrieved by any decision made by the Estate Management, they may, within 7 days of such decision, lodge an appeal in writing via the Estate Management to the Board, who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance, giving their reasons for such an appeal.

**15.4** The owner inviting any third party into the Estate shall be responsible for that third parties conduct on the Estate and shall be liable for any financial penalties raised in respect of the third party.

**15.5** Financial penalties imposed for the breach of or non-compliance with the rules shall be deemed to be part of the Estate levy due by the Owner.