



Erinvale® Country Estate Homeowners' Association

Estate Rules

(herein after referred to as the Rules),
Guidelines and Code of Conduct

MADE IN TERMS OF THE CONSTITUTION OF

**THE ERINVALE COUNTRY ESTATE
HOMEOWNERS' ASSOCIATION
("the Association")**

Date of Issue: 29th July 2020

Subsequently amended by the Trustee Committee in terms of the Constitution
on 18 January 2021

Record of amendments

a. Original Issue and previous (unrecorded) amendments as per below:

- Special General meeting of members held on 23 March 1998 at 19h30 at the Clubhouse
- Resolved - that this meeting approves the Estate Rules of the Association dated 2 February 1998 made by the Trustee Committee on 16 February 1998 subject to the modification(s) and the new rule(s) adopted at this meeting
- Proposed by R Haarhoff
- Seconded by CJ Booyesen
- And as subsequently amended from time to time by the Trustee Committee in terms of the Constitution on 1 January 1999, 16 August 1999, 1 October 1999, 29 May 2000, 21 May 2002, 1st October 2012, 2nd May 2013 and 5th July 2016, May 2019
- Certified as a true copy by Brian Stuart Trustee Committee Secretary, Dated: 5th July 2016

b. Record of amendments as of July 2020:

Date	Description	By
July 2020	<p>Complete review, update, restructuring and reformatting of the content due to introduction of a new access management system and upgraded technology.</p> <p>New content was introduced in the following sections: Introduction (to refer to public law as umbrella) Definitions (to align with def. used in constitution) Amended clauses: 5.1; 5.2; 5.8 New clauses: 3.1-3.4; 3.11; 3.15; 4.1-4.4; 5.7; 5.13; 6.3; 6.4.; 6.14; 7.1-7.3; 9.1-9.5</p>	HOA trustee committee
January 2021	Amended clause: 9.5,	HOA trustee committee

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1. INTRODUCTION

Erinvale Country Estate and Golf Club has been designed to provide a gracious and secure lifestyle for its residents and for members of the Golf Club. To protect and enhance this lifestyle, Estate Rules guidelines and a code of conduct have been established in terms of the Constitution of the Association.

These Estate Rules (formerly called "House Rules") and all decisions properly taken by the Trustees and Homeowners Management Team in administering them, are binding on all persons resident at, or visiting Erinvale.

The registered owners of properties are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which includes tradespersons and suppliers, are aware of, and abide by, the Estate Rules as are golf members in respect of their playing guests.

Tenants have the same responsibility with respect to their households, visitors, invitees and employees.

These Estate Rules (hereinafter called "rules") may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the Erinvale Homeowners' Association.

Living on the Estate means being part of a community of people who share a secure, high quality lifestyle.

These Estate Rules further provide a means of safeguarding this lifestyle through an acceptable code of conduct by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with each other's enjoyment of the estate environment.

Clause headings in these rules have been inserted for convenience only and shall not be taken into account for purposes of interpretation.

Words and phrases defined in the Constitution bear corresponding meanings herein.

If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the succeeding business day.

These rules shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

The responsibility to comply with the laws of the Republic of South Africa and any Municipal or other relevant statutory requirements/regulations rests entirely with the owner of an erf and his/her agent.

It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of the content of these Rules.

Where there is a conflict between the Estate Rules of the Association and the Club Rules of the Golf Club, the Estate Rules of the Association shall prevail.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

In these Estate Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Association, shall bear the same meaning in these Estate Rules as in the Constitution.

Unless the context otherwise requires, any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons. In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

“Association” means the Erinvale Country Estate Homeowners' Association, which is constituted and has been established by the members as a Homeowners Association pursuant, *inter alia*, to the provisions of Section 29 of the **Land Use Planning Ordinance No. 15 of 1985**;

“Architectural Design and Landscaping Guidelines” means the general and specific Architectural Design and Landscaping Guidelines of the Estate as defined in the Constitution and published by the HOA from time to time.

“Access Control Rules and Procedures” means the general and specific regulations and procedures governing access control and access management at Erinvale as these are published by the HOA from time to time.

“Chairperson” means the chairperson of the trustees of the Association as appointed from time to time.

The **“Chief Executive Officer”** means the person responsible for the management and running of the Estate.

“Club” means the Erinvale Golf and Country Club an universitas personarum not for gain established by the developer and Erinvale Country Estate Homeowners Association.

“Club Facilities” means the golf course, the clubhouse, the workshop and such improvements and facilities on the designated golf course even.

“Club Member” means any person who is a member (playing or social) of the Golf Club and includes their guests, who enter the Estate and use the Club facilities.

“Common Area” means the land owned by the Association and will include all services (whether Municipal or otherwise) constructed within the common ground.

“Constitution” means the memorandum and articles of association of the Association.

“Day” shall mean business day.

“Erinvale” means the Township Area, the Golf Course and the Common Area.

“Estate” means Erinvale Country Estate.

“Erf” means every piece of land in the Estate which is registered as an erf, lot, plot or stand in the Cape Town deeds registry, and includes every defined portion, not intended to be a public place, or a piece of land laid out in the township and shall include sectional title units and their associated exclusive use areas and common property.

“Golf Course” means erven 10746, 10762, 10964 and 11023 Somerset West; constituting the 18 (eighteen) hole golf course established on the Estate.

“Golf Member” means a paid-up member of the Erinvale Golf Club.

“Home Owner” and **“Member”** means the registered owner of an erf and a Member of the Association.

“Member” means a Member of the Association. (The term **“Member”** generally has the same meaning as **“home owner”**, but is more exact and ties in with the Constitution. For this reason, **Member** is used throughout this document.

“HOA Management” means the team or a designated member of the management team appointed by the Trustees for the effective running of the Estate’s affairs.

“Estate Rules” previously these rules were known as the “House Rules”

“Letting Rules” means regulations and procedures governing property letting, renting and tenancy in Erinvale as published by the HOA from time to time.

“Resident” means any person who is an ordinary resident at the Estate and includes, but is not limited to, tenants, visitors, members of the owner’s family and their guests.

The **“Rules”** means the rules contained in this document and as amended by the association from time to time.

“Trustee Committee” or “Trustees” means the current Committee of Trustees or any committee of Trustees of the Association subsequently appointed in terms of the Constitution, which acts on behalf of the Association.

“Vehicle” means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

3. CODE OF CONDUCT

- 3.1. No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order at Erinvale.
- 3.2. No person may act in an abusive or disrespectful manner towards any other member, employee of the HOA, grounds staff or security staff members.
- 3.3. Abusive behaviour includes the use of abusive language, in written communication, verbally, or by body language. Any physical abuse shall result in Estate Security being summoned and could lead to criminal prosecution.
- 3.4. The Estate Security has the right to intervene if necessary and to act with the appropriate discretion.

- 3.5. No unauthorised persons are allowed on any site where building operations are under progress.
- 3.6. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose. Washing lines, twirly dries etc. must be below the level of the yard walls.
- 3.7. The lighting of fireworks is not permitted at Erinvale.
- 3.8. Burglar alarms must comply with any regulations which the Association may institute from time to time.
 - 3.8.1. No alarm system, be it for a dwelling or a vehicle stored within such dwelling, may be heard outside the dwelling
 - 3.8.2. Only silent alarms connected to a response centre are permitted
 - 3.8.3. The system provider must inform the Erinvale Security Service (the ESS) forthwith upon being alerted of any problem
 - 3.8.4. The ESS will use their best endeavours to investigate any such problem
 - 3.8.5. The Member concerned will be charged and debited with a reasonable "call-out" charge as defined in appendix 5 for repeated false alarm activations and attendance on site
- 3.9. All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 3.10. No disruptive noise is acceptable outside of normal working hours and in particular:
 - 3.10.1. All excessive noise must cease between 22h00 and 06h30 except for the occasional party, and in this event, loud noise from which must cease at 00h00.
 - 3.10.2. Noise is particularly discouraged on Christmas Day on the 25th and also on the 26th of December, the Friday and Sunday holidays at Easter, and is prohibited after 13h00 on the following days: Sundays and New Year's Day.
- 3.11. All building work, whether undertaken by a contractor instructed by a Member or by the Member personally, must be done during the hours stipulated by the Association from time to time, unless written approval for an exception is given by the Association.
- 3.12. Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member to immediately rectify the situation.
- 3.13. In order to maintain the low-density residential nature of the Estate, dwellings on Erinvale shall be for single family occupation and no Member or tenant shall accommodate, nor allow to be accommodated, more than the maximum number of persons permitted to occupy such residence:
 - 1 bedroom unit 4 persons
 - 2 bedroom unit 6 persons
 - 3 bedroom unit 8 persons
 - 4 bedroom unit 10 persons

5 bedroom unit 12 persons

- 3.14. Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or driver at Erinvale. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.
- 3.15. Drones may not be flown on the Estate, and their use to take pictures is strictly forbidden, unless authorised in writing by the HOA Management.

4. SECURITY & ACCESS MANAGEMENT

4.1. GENERAL

- 4.1.1. The right of admission to the Estate shall be under the control of the Association.
- 4.1.2. No unauthorised person shall interfere with Erinvale's security arrangements or the activities of its appointed security staff.
- 4.1.3. Residents are to report incidents affecting security to the Estate directly by phoning the Security Emergency Number. Calls to this number may be recorded.
- 4.1.4. Please refer to the Erinvale Access Control Rules and Procedures document for further information in this regard.

4.2 EMPLOYEES

Residents are required to notify the Association of and to provide full details of any employee who regularly provides services to the Member.

Please refer to Addendum C, the Erinvale Access Control Rules and Procedures document for further information in this regard.

4.3 CONTRACTORS

Residents are required to notify the Association of the presence, and to provide full details of any contractor who will be providing services to the Member.

Please refer to the Erinvale Access Control Rules and Procedures document for further information in this regard.

4.4 PROPERTY SALES AND LETTING

- 4.4.1. As per the Estate guidelines the onus is on the Member to ensure that any tenant is informed of the content of these rules and that they are binding on the tenant while residing at Erinvale.

Please refer to letting rules as provided by the HOA. See Addendum C hereto.

- 4.4.2. As per the Constitution, transfer of ownership requires the consent of the Association.

Please refer to the Consent to Transfer requirement as provided by the HOA. See Addendum B hereto.

4.5 ACCESS TO THE GOLF COURSE

- 4.5.1. No person may play golf on the golf course without the prior approval of the Golf Club.
- 4.5.2. Access to the golf course by Non-Players is permitted at times specified in Addendum C. The only exception to this rule is where the walking trails, created on the Estate by the HOA, cross a golf course fairway, and such walking trail continues on the opposite side of this fairway. Persons utilising the HOA walking trails, shall, at all times, give right of way and priority to golfers on the golf course. Persons entering any part of the golf course from the residential areas of Erinvale Estate, do so entirely at their own risk.
- 4.5.3. Persons entering the golf course must at all times observe the golf course and clubhouse rules.

5. TRAFFIC / PEDESTRIANS

- 5.1. The movement and control of traffic and pedestrians is subject to the security rules and regulations of Erinvale as specified in this document and in the "Access Rules and Procedures Document".
- 5.2. No person shall drive any vehicle on any road within Erinvale at a speed in excess of 40 km per hour on main roads or 25 km per hour on side roads - or as otherwise being specified by road signs on the Estate.
- 5.3. All persons on Erinvale shall observe and comply with the provisions of any road traffic legislation applicable to the Western Cape Province as fully and effectively as though Erinvale's roads are public roads as defined in such legislation.
- 5.4. Vehicles such as motorised ride-on mowers, "carryall" carts for the development and maintenance of Erinvale, as well as motorised golf carts may be driven on Erinvale's roads provided that:
 - the vehicles are in sound mechanical condition
 - the vehicles have adequate front and rear lights when driven after dark
- 5.5. No person shall store any motor vehicle, golf cart, caravan, boat or the like in any place on Erinvale except in a structure specifically built for this purpose and approved in writing by the Architectural Design and Landscaping Review Committee. None of the abovementioned shall be left overnight on any road.
- 5.6. No private helicopters or any means of aerial conveyance may be landed at any place on Erinvale, without the prior written consent of the Association.
- 5.7. Parents or Guardians that allow children to use a bicycle, skateboard or roller skates or any similar type of motion tools / equipment on the roads of the Estate, must:
 - a) ensure that children are fully aware of the traffic rules and road signs and adhere to these
 - b) accept full responsibility that children are in full control of these tools
 - c) indemnify the Estate from any liability in case of accident or injuries caused by children when using this type of equipment

The use of the afore-mentioned apparatus on golf cart paths on the golf course, is subject to the rules of the Golf Club in force at any time.

- 5.8. Heavy deliveries are not permitted without the consent of the Association on Sundays or public holidays.
- 5.9. Motorised vehicles, including golf carts, shall be driven on Erinvale roads only by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within South Africa.
- 5.10. Where the legal guardians of an underage, and by implication, unlicensed driver, of an electrically driven golf cart, who is at least 14 years of age, have signed an indemnity form accepting full and unconditional responsibility, for any incidents arising as a result of such an underage and unlicensed driver being allowed to drive an electrically powered golf cart on the Estate, and such indemnity has been lodged with the HOA office, such an indemnified driver may drive an electrically powered golf cart on the Estate subject to all of the other rules governing the driving of golf carts on the Estate. The signed, lodged indemnity shall apply to one specified driver only and may not be utilised to grant permission to multiple under-aged, unlicensed golf cart drivers.
- 5.11. The indemnity rule in the paragraph above applies to electrically driven golf carts only. Golf carts which are not electrically powered are not covered by this indemnity exception. No underage, unlicensed driver, who is not covered by an indemnity signed by the driver's legal guardian, shall drive a golf cart on the Estate roads no matter what mode of power the golf cart may use.
- 5.12. No person shall operate a golf cart on the Estate with more than the specified/permitted number of passengers in the vehicle which shall include the driver of such vehicle.
- 5.13. No person shall enter any secondary access road unless at the time of a mandatory evacuation. The secondary roads are only for the use of security staff and maintenance workers.
- 5.14. Animals, birds and wildlife shall have the right of way at all times within Erinvale and vehicles shall be brought to a stop whenever necessary.
- 5.15. The Association may, by means of appropriate signage designed specifically for Erinvale, give direction as to the use of roads or any portion of the roads, common area, or golf course, and failure by any person to obey this signage shall be a contravention of these Estate Rules.

6. OPEN SPACE AND ENVIRONMENTAL CONTROL

- 6.1. The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and common area, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.
- 6.2. No person shall do anything that detrimentally affects the amenities, flora or fauna of Erinvale, or unreasonably interfere with the use and enjoyment of the common area and the golf course by others.
- 6.3. A Member must abide by the Architectural Design and Landscaping Guidelines (including hard and soft landscaping) and tree management policy from time to time. These documents are available from the HOA office or on the website.

- 6.4. All requests for permission to perform any kind of trimming, pruning or other surgery on a mature tree (i.e. a tree with a trunk diameter of more than 150 mm) on the Estate must be channelled through the HOA office. Failure to comply with this Rule, shall attract a penalty equal to the value of the size and type of tree removed as ascertained by a mature tree nursery.
- 6.5. No person shall discard any litter or any item of any nature whatsoever in Erinvale, except in receptacles set aside for this purpose by the Association.
- 6.6. No camping and or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.
- 6.7. No fire shall be lit at Erinvale, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.
- 6.8. No person shall do any gardening or landscaping on the common area or golf course without the express prior written agreement of the Association in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the Association to do so, pick or plant any flowers or plants on the Common Area or Golf Course.
- 6.9. Subject to any law or regulation made in terms of the Environment Conservation Act No. 73 of 1989, or any permit granted in terms of this Act or the Environment Conservation Act No.100 of 1982, the Association shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 6.10. The driving of motorised vehicles in the Common Area is confined to roads and driveways. Only golf carts and maintenance vehicles may be driven on the golf course.
- 6.11. No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere on Erinvale.
- 6.12. Hunting is prohibited on Erinvale and the trapping of birds and animals and setting of snares are specifically prohibited. The setting of traps for animals such as feral cats, porcupines etc. is allowed with the permission of the HOA.

The HOA may however, use whatever means it sees fit in order to control vermin on the Estate.
- 6.13. The regulations pertaining to the entrance from Erinvale to the Helderberg Nature Reserve must be strictly observed.
- 6.14. In the interests of the effective management of the water resources at Erinvale, no bore holes are permitted on any erven zoned as residential. Should the circumstances dictate it, the Association will require Members to limit or to stop using water from their bore holes. To this end, the Association may require Members to fit meters to their bore holes at their own (the Members') expense, in order that the Association may monitor and, if necessary, ration bore hole water. Should the Member not agree to fit a meter or not allow the Association to monitor the use of bore hole water, the Association shall have the right to seal the bore hole.

7. BUILDING REQUIREMENTS AND CONSTRUCTION

- 7.1. The provisions of the Constitution and the Architectural Design and Landscaping Guidelines relating to the construction of buildings must be strictly complied with.
- 7.2. Without limiting the clause above, no building or structural alterations shall be erected on the Estate unless the sketch plans and drawings for Local Authority approval are first submitted and approved by the Architectural Review Committee and, where required to do so also to the affected neighbours.
- 7.3. Please refer to the Architectural Design and Landscaping Guidelines as available from the HOA office or available as a download from the Erinvale website or portal.

8. DAMS

- 8.1. No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam at Erinvale.
- 8.2. No water sport (scuba diving, spear fishing, wind surfing, etc.) is permitted on dams at Erinvale and no person shall enter any dam within Erinvale without the written permission of the Association or, in the case of retrieving of golf balls, the Golf Club.
- 8.3. No domestic animal shall be allowed to enter any dam.
- 8.4. No person shall pollute or permit the pollution of the dams or streams within Erinvale by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.
- 8.5. No person shall discard any litter or any article of any nature whatsoever in the dams and streams of Erinvale.
- 8.6. No fishing is permitted at Erinvale without the prior written consent of the Association and subject to the terms and conditions imposed by the Association.

9. FIRE PREVENTION

- 9.1. No person may bring or permit any person to bring any substance onto the Estate or permit the storage of any substance on the Estate which may constitute a fire hazard.
- 9.2. All wood for heating during the winter months must be stored safely and in an area which is protected from flying embers during the fire season.
- 9.3. Each Member has the responsibility to familiarise themselves with the Emergency Evacuation plan and the location of the various emergency exits, should such an event be called.
- 9.4. Smoking is prohibited at any time when accessing the Fynbos Areas throughout the entire Estate (whether while walking, sitting on the bench or otherwise enjoying these recreation areas in the Estate).
- 9.5. It is recommended that each dwelling should have at least one 4.5kg DCP fire extinguisher with a valid expiration date.

10. COMMERCIAL ACTIVITY

- 10.1. The Association may regulate commercial and non-private residential activity on Erinvale, and it is expressly required that any application for a trading licence, or any other approvals receive the prior approval of the Association, such approval shall not be unreasonably withheld. Strict maintenance of the quiet residential nature of the Estate will guide the Association.
- 10.2. No advertising board may be displayed anywhere on Erinvale other than the standard architectural building board during building construction, except with the written permission of the Association.
- 10.3. No door to door canvassing or selling is permitted at Erinvale.
- 10.4. Use of any HOA mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with a HOA mailing list.

11. OTHER REGULATIONS

11.1. DOMESTIC REFUSE

11.1.1. The removal of domestic, garden and recyclable refuse shall be under the control of the Association.

11.1.2. The Association's waste collection contractor is only equipped to collect refuse which has been placed on the verge, at the specified times, in the following manner:

- Domestic Refuse Black Bags Mondays and Thursdays 8h00 – 14h00
- Recyclable Refuse Clear Bags Daily before 14h00
- Garden Refuse Green Bags Daily before 14h00

These times may, from time to time, be amended in writing when required to accommodate public holidays.

The Association's Estate waste collection contractor is not equipped to collect any items that are not placed in bags. Residents must make their own arrangements to remove any materials or items that do not fall into the above categories from the Estate.

11.1.3. No contractors are permitted to enter the Estate's refuse area.

11.1.4. Garden and landscaping contractors must remove their own green waste from the Estate.

11.1.5. A fine will be imposed on any resident who deposits any materials in the Estate's refuse area, other than those specified in 11.1.2.

11.1.6. Waste storage containers shall not be visible from the road or from the golf course.

11.2. DOMESTIC ANIMALS

11.2.1. The local Authority by-laws relating to pets apply.

11.2.2. Unless confirmed otherwise in writing by the Association, domestic animals shall be limited to two dogs and two cats per unit erf and may be kept only by Members and not their tenants or guests. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property, and an animal may not cause any nuisance to residents in neighbouring properties.

11.2.3. Members are required to tag their animals with the Member's name and telephone number. All Members' animals must be registered with the HOA office and the Cape Town municipality.

11.2.4. In the event of any domestic animal being introduced onto Erinvale by tenants or their guests, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from Erinvale and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

11.2.5. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from Erinvale and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

11.2.6. No dog shall be allowed off the Member's property unless under strict control and on a leash, and dogs are not permitted to be walked on the golf course during normal playing hours.

11.2.7. In all cases, whether on the common areas or on the golf course, should dogs cause a mess or dig holes, the dog's owner shall immediately remove the mess or repair the holes as the case may be.

11.2.8. No outside aviaries are permitted on Erinvale.

12. FINES AND PENALTIES

12.1 Any person who contravenes or fails to comply with any provision of these Estate Rules, or any conditions imposed by or directions given in terms of the Estate Rules, shall be deemed to have breached these Estate Rules and will be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of fines. See Addendum 'A' to this document.

12.2 In the event of a breach by Members of the Member's household, employees, invitees, guests and tenants, and the Members of the tenant's household and the tenant's employees, invitees and guests, the Member shall be liable for the payment of any fines imposed.

12.3 In the event of a continuing offence, any person subject to these Estate Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence. Addendum 'A', attached hereto, provides details of any fines applicable for repeated infractions of the Estate Rules.

12.4 Any fine imposed on a Member, shall be a debt due and payable to the Association by the Member on demand.

- 12.5 The imposition of penalties is subject to the relevant provisions of the Association's Constitution.
- 12.6 Should a Member fail or refuse to comply with these Estate Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.
- 12.7 Without in any way limiting the generality of the above-mentioned right to impose penalties, the Trustees shall also have the power and authority to publish the names of persistent offenders on any notice-board or in any other manner as deemed appropriate by the Trustees in their absolute discretion after affording the Member or other person concerned, the right to make representations within a reasonable time before imposing any such penalty.

13. ADDENDUM 'A' – THE PROCESS

- I. A copy of the Estate Rules must be provided, by whatever means, to all HOA Members. Such a copy requires either a Members signed receipt which receipt must be filed at the HOA office, or else an e-mail acknowledgement of receipt via this medium. The HOA must have documentary evidence that a Member of the HOA has received a copy of the Estate Rules. It is the HOA Member's responsibility to ensure that family members, visitors and possible tenants are made aware of the Estate Rules.
- II. Spare copies of the Estate Rules are available to HOA Members at the HOA office and on the website.
- III. Any complaint or notice of infraction of the Estate Rules must be in writing and must be addressed to the Chairperson of the Trustee Committee and The Chief Executive Officer, who would report all unresolved complaints received, to the HOA Trustee monthly meeting.
- IV. Valid justified complaints will be entertained when received from any tenant resident on the Estate as if received from the landlord.
- V. The Chief Executive Officer will seek supporting evidence for the complaint from the complainant. In every instance the complainant must be asked for supporting evidence (photographs of the transgression, recording of audible issues, written date and time recorded logs of continuous issues).
- VI. Third party based or 'hearsay' complaints will not be entertained.
- VII. If a complaint is genuine and contrary to the Estate Rules the first procedure to be adopted is verbal communication with the resident by the Chief Executive Officer. This must be by appointment, at the HOA office, and not telephonically.
- VIII. A repeat of the same infraction will be followed by a first written warning explaining that a verbal warning was issued on a particular date and that the HOA strongly disapprove the breach of the Estate Rule concerned.
- IX. If a further breach of the Estate Rules occurs, a second written warning will be issued explaining that should another incident occur of the same nature, the offending resident will be "named & shamed" in the appropriate Estate communication and the resident will be fined R1,000. Further breaches of the same Estate Rule may incur fines up to a maximum of R5,000.
- X. If a Member accused of an offence decides to use legal assistance in defending the accusation, then the HOA will also use its legal resources to defend the accusation. The Member must be advised, in writing, that the HOA will seek to recover all costs incurred as a result of having to use legal resources.
- XI. Any penalty levied should follow the HOA levy process. A penalty account is sent to the Member stating that he/she has 30 days from the date of the account, in which to settle the account, else interest at the prevailing overdue levy rate will be applied to the outstanding balance. Failure to settle the account will result in a collection process being followed in line with existing levy collection practice.
- XII. Continued denial of an offence may be escalated to a Trustee hearing. Three members of the already identified Arbitration Committee (together with the Chief Executive Officer), should

meet with the alleged offender and make a majority decision on the complaint. It only requires the agreement of a majority of the Arbitration Committee in order to enforce the process for a valid complaint. The Arbitration Committee must agree that the complaint is invalid for the matter to be closed, and any penalties that have been levied are to be withdrawn. The Arbitration Committee hearing decision is final and may not be escalated any further.

14. ADDENDUM 'B' – CONSENT TO TRANSFER REQUIREMENTS

The HOA Constitution requires that a Member shall not be entitled to sell or transfer a Unit Erf without the written consent of the Association, which consent shall be given without undue delay, provided the following requirements are met:

- the seller has paid all amounts due by him to the Association for the period up to the date of transfer of the Unit Erf;
- an undertaking is given that all amounts that may be due to the Association will be settled upon registration;
- the "Schedule A" document has been completed by the purchaser;
- the HOA is in possession of a set of "as built" plans that have been approved by the COCT (Digital or hard copy);
- if applicable, the purchaser has given a written declaration in respect of any bore hole located on the Unit Erf that he agrees to:
 1. Abide by the "Erinvale Estate Rules" in this respect;
 2. Abide by the Municipal by-laws in this respect;
 3. Bind himself and successors-in-title to the abovementioned conditions;
- if applicable, the purchaser had signed a Landscaping Undertaking in respect of an extended garden (either on HOA or Golf Club land)

15. ADDENDUM 'C' – ACCESS MANAGEMENT AND CONTROL GUIDELINES AND OPERATING PROCEDURES



Erinvale® Country & Golf Estate

Access Management and Control Guidelines
and Operating Procedures

*as of 29 February 2020
- with amendments as applicable -*

Record of amendments

Date	Description	By
February 2020	New issue of guidelines	Erinvale Security Management and Trustees
January 2021	Addition of clause 2.l.	HOA trustee committee

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1. PURPOSE

This document describes all aspects of the access control management in Erinvale, and the process of granting authorised persons the right to enter the Estate in a coordinated, safe and effective way with the support of enhanced technology and procedures.

It defines the different types of visitors and guests, the related registration and authorisation procedures, the responsibilities of relevant parties involved, and the usage of different entrance points and access control systems.

The aim is to provide all home owners, members, visitors and guests in Erinvale with an effective and smoothly organised access experience, whilst never compromising security and safety.

All queries relating to these guidelines and procedures should be directed to the Erinvale HOA Office and Trustee Committee.

2. GENERAL RULES

- a. All persons entering the Estate must have a valid form of ID
- b. All persons entering the Estate by vehicle must have a valid driver's license and valid vehicle license disc
- c. All persons entering the Estate must obey the Estate rules
- d. Residents are responsible to ensure that their domestic employees and contractors are registered – people that are not registered are not allowed to be brought onto the Estate
- e. Residents can pre-authorise short term guests and visitors via PT Guest (PAC : personal access code) – it is the responsibility of the authorising party to verify their guests
- f. Contractors are allowed access to the Estate from Monday to Friday from 07h00 – 18h00
- g. Domestic Employees are allowed access to the Estate from Monday to Sunday from 07h00 – 18h00
- h. Normal delivery vehicles are allowed from 08h00 - 16h00 including Saturdays & Sundays
- i. Professional Service Providers may visit at any time as a "pre-authorised visitor" (with PAC)
- j. Estate Agents are required to contact Security in order to arrange their access
- k. Noisy works shall not be performed on Saturdays after 13h00, on Sundays and on Public Holidays
- l. No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere on Erinvale

3. DEFINITIONS

3.1. General Definitions

- a. **HOA** – Home Owners Association
- b. **Home Owner** – the registered owner of an erf and a Member of the Home Owner's Association
- c. **Resident** – any person who is an ordinarily resident at the Estate and includes, but is not limited to, tenants, visitors, members of the owner's family and their guests
- d. **Tenant** – person who is renting a property for a period of time
- e. **Visitor** – person occasionally entering the Estate
- f. **Contractor** – any person providing a service to persons on the Estate
- g. **Professional Service Provider** – person providing a professional / personal service to persons on the Estate such as an accountant, architect, financial advisor, nurse etc
- h. **PAC** – Personal Access Code

3.2. Type of persons accessing the Estate

3.2.1. Type 1 - Biometrically registered and enter via the Resident and/or Visitor lanes

- a. Residents, their family members and tenants
- b. Golf Club Members
- c. HOA office staff, Golf Club management and Harcourt's office staff
- d. Regular Professional Service Providers

3.2.2. Type 2 - Entrance with a PAC via the Visitor lane

- a. Visitors who have received a PAC from residents
- b. Unannounced visitors who receive a PAC from security staff at the gate (following confirmation with resident or staff member the right to access), including deliveries

3.2.3. Type 3 - Biometrically registered and enter via the Contractor lane and turnstile

- a. Domestic Employees
- b. Contractors and their staff
- c. Companies entering the Estate for the first time must fill in the form in Annexure 5.1 and send it to security@erinvalehoa.co.za at least 24 hours prior to arrival for preloading the staff for biometric scanning. All staff must then show a valid ID on arrival

3.3. Main Entrance point

- a. The only vehicle entry to the Estate is from Lourensford Road
- b. It is guarded and managed 24 hours a day by appointed security staff
- c. There are 3 entrance lanes, 2 departure lanes and 2 turnstiles
- d. Any visitor is required to have their vehicle and license discs scanned by security staff before entering or being provided with a PAC
- e. The PAC will be activated by security staff following the scanning of the vehicles license disc and drivers' license or ID
- f. Following activation, the PAC is valid for a single entry and exit

3.4. Rentals

- a. Any rental on the Estate for longer than 24 hours will be considered either a short-term rental (for up to 2 weeks) or long-term rental (for more than 2 weeks)
- b. Any homeowner wishing to offer rentals on the Estate must register the property with the HOA. The form is found in Annexure 5.2 Failure to register will delay registration of tenants and access to the Estate
- c. A completed tenant agreement must be completed by either the Homeowner or their agent and sent to reception@erinvalehoa.co.za at least 72 hours prior to the arrival of the tenants. This form is found in Annexure 5.3

4. Access to the Golf Course

Access to the golf course by Non-Players is permitted as a general rule at the following times;

High Season (October to April) - before 07h00 and after 19h00

Low Season (May to September) - before 08h00 and after 18h00

The only exception to this rule is where the walking trails, created on the Estate by the HOA, cross a golf course fairway, and such walking trail continues on the opposite side of this fairway. Persons utilising the HOA walking trails, shall, at all times, give right of way and priority to golfers on the golf course. Persons

entering any part of the golf course from the residential areas of Erinvale Estate, do so entirely at their own risk.

5. ANNEXES / ATTACHMENTS

5.1 Registration of Contractor

5.2 Registration of Property for Rental

5.3 Tenants Details and Agreement of Tenancy