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HOUSE RULES

MADE IN TERMS OF THE CONSTITUTION OF THE

GREENWAYS COUNTRY ESTATE HOME OWNERS' ASSOCIATION

(hereafter called 'the Association')

VALID AS FROM 15 JUNE 2000
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HOUSE RULES OF GREENWAYS COUNTRY ESTATE

1. INTERPRETATION

- 1.1 In these rules, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**architectural guidelines**” means the general and specific architectural guidelines of the Estate from time to time comprising, *inter alia*, the sketch plan submission requirements;
- 1.1.2 “**the Association**” means the Greenways Country Estate Home Owners Association, an Owner’s Association duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.3 “**chairman**” means the chairman of the Trustee Committee of the Association appointed in terms of the constitution from time to time;
- 1.1.4 “**common areas**” means land registered in the name of the Association and will include all services (whether municipal or otherwise) constructed within the Common Ground;
- 1.1.5 “**constitution**” means the Constitution of the Association;
- 1.1.6 “**domestic animal**” means a dog or a cat;
- 1.1.7 “**dwelling**” means any dwelling in Greenways, including a unit in a sectional title scheme;
- 1.1.8 “**golf course**” means the 9 (nine) hole golf course established on the Estate;
- 1.1.9 “**greenways**” means the Greenways Country Estate;
- 1.1.10 “**management**” means the Estate manager appointed to that office by the Association from time to time or a person duly authorised by him/her;
- 1.1.11 “**member**” means a member of the Association. (The term “member” generally has the same meaning as “home owner” and “unit owner”, but is more exact and ties in with the constitution. For this reason, “member” is used in preference to “home owner” or “owner”);
- 1.1.12 “**resident**” means any person who is resident at the Estate and includes owners and members of their family, their guests and tenants;
- 1.1.13 “**the rules**” means the rules contained in this document and as amended by the Association from time to time;
- 1.1.14 “**tenant**” means a person other than the owner of the dwelling who occupies a dwelling in Greenways, whether or not the payment of rent is involved;
- 1.1.15 “**trustees**” means the Trustee Committee which acts on behalf of the Association;
- 1.1.16 “**vehicle**” means any form of conveyance, whether self-propelled or drawn by machine, animal, human agency or otherwise;

- 1.1.17 “**workers**” means domestic workers, labourers and sub-contractors employed or appointed by members;
- 1.1.18 any reference to the singular includes the plural and *vice versa*;
- 1.1.19 any reference to natural persons includes legal persons and *vice versa*;
- 1.1.20 any reference to gender includes the other genders.
- 1.2 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.4 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.5 It is the responsibility of every Member to ensure that all members of his household and all his employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Rules. In the event of any breach of the Rules by a member of a Member’s household or any employee, tenant, invitee or guest of a Member, or by a member of the tenant’s household or any employee, invitee or guest of the tenant, the breach is regarded to have been committed by the Member himself.

2. INTRODUCTION

- 2.1 Greenways Country Estate has been designed primarily as a residential Estate to provide a gracious and secure lifestyle for its residents and members. To protect and enhance this lifestyle, these House Rules have been established in terms of the Constitution of the Home Owners’ Association. They are not intended to limit Members’ lifestyle and investment, but to provide an acceptable code by which all Residents of the Estate may live together, reasonably and harmoniously, to the benefit of all without interfering with each other’s enjoyment.
- 2.2 These Rules are binding on all persons at or visiting the Estate, as are decisions properly taken by the Trustees in administering them. Members (the registered

owners of properties on the Estate) are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include trades persons and suppliers, are aware of and abide by the Rules. Tenants have the same responsibility with respect to their household, visitors, invitees and employees.

- 2.3 The Rules may be modified, amended or repealed from time to time in accordance with the Constitution of the Association.
- 2.4 The Estate is generally managed and controlled by the Greenways Country Estate Home Owner's Association ("GCEHOA" or the "Association"). The Trustee Committee, in terms of the Constitution, is given the power to make rules for the management, control, administration, use and enjoyment of the Estate ("the Rules"). The Trustee Committee has the power to substitute, add to, amend or repeal any rule. Subject to the Constitution, the Trustee Committee is empowered to carry out all functions and powers designated to the Association in these Rules.
- 2.5 The Trustee Committee also has the right to impose financial penalties (fines) to be paid by those Members who fail to comply with the Rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Member. Further, the Trustee Committee may enforce provisions of any rule by application to the courts.

3. DISTURBANCES

- 3.1 Any conduct, save for normal maintenance and golfing activities, which disturbs or tends to disturb the peace and tranquillity of the Estate and Residents is not permitted.
- 3.2 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Trustees and/or Management to other residents. In particular and without limiting the generality of the foregoing –
- 3.2.1 burglar alarms must be silent and comply with any regulations which the Association may make with regard thereto from time to time;
- 3.2.2 the use of noisy machinery and power tools in the open outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;

- 3.2.3 all building work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval is given by the Association and/or Management for building operations to take place outside such hours;
 - 3.2.4 loud music and other undue noise is not permitted;
 - 3.2.5 private lawns may only be mowed between 07h00 and 18h00 on weekdays and Saturdays. Lawns may not be mowed on Sundays or public holidays.
- 3.3 In the event of annoyance, aggravation or complaints occurring between Members, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If the dispute cannot be settled between the parties, the dispute should be brought to the attention of the Association in writing. The Association will investigate appropriately and take any steps required within the scope of these Rules and the Constitution.
- 3.4 There is no obligation on the Association to arbitrate or otherwise become involved between its Members, save in the event that if an interpretation of the Rules is requested, then such interpretation will be made within a reasonable time.
- 3.5 Where disregard is made by a Resident of the Estate, related to creating a disturbance in whatever manner or form, the Association reserves the right to levy a fine in accordance with these provisions.

4. PARTIES AND FUNCTIONS ON THE ESTATE

- 4.1 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 dwellings within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of, and inconvenience to other Residents.
- 4.2 Special permission for a function to be held within the Estate, where more than 30 people may be attending, must be sought, prior to the proposed date of such function. Those planning to host such an event or party, must contact Management at least seven (7) days in advance.

- 4.3 In the event of permission being granted, cognizance shall be taken by the Association of the position of the residents in relation to gates and to 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 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 Trustees. Restrictions imposed on any function shall be strictly adhered to and will be deemed to be incorporated in, and form part of these Rules.
- 4.4 No religious activities (including funerals of any kind) may be conducted, with the exception of such activities conducted inside the dwelling and without disturbing neighbours in any way. No slaughtering of any kind is allowed.

5. DOMESTIC REFUSE

- 5.1 All refuse, whether domestic or garden shall be kept in suitable containers which shall not be visible from any road, Common Areas or from the Golf Course, except when placed in containers for purposes of collection by the local authority or waste collection contractors.
- 5.2 Containers must be charcoal/grey/black 240 litre 'Otto' bins and are available from the local authority.
- 5.3 Management may, from time to time, by notice in writing provide directions in regard to any place designated for refuse removal. It shall be the duty of every Resident to ensure that any direction given by Management from time to time regarding domestic refuse is observed and implemented.
- 5.4 General refuse, garden refuse and refuse bags (including refuse recycling bags) may not be placed on the pavement, except on the date the refuse is removed.
- 5.5 Where, in the opinion of Management, any refuse is of such size and nature that it cannot be expediently removed by the local authority or by waste collection contractors, the Manager shall give the Resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 5.6 Any refuse not removed by the local authority or waste collection contractors must

be removed and disposed of by the Member concerned at his own cost.

6. ANIMALS

- 6.1 The Local Authority by-laws relating to pets will be strictly enforced.
- 6.2 Members are at all times responsible for pets kept on their premises and for any fines that may be incurred, irrespective whether the animals are being kept by the owner or by a tenant.
- 6.3 Pets may only be kept on properties where a suitable walled/fenced enclosure prevents pets from straying off their owner's properties.
- 6.4 No Member may keep more than two dogs and two cats on the property, unless they have written approval from the Association.
- 6.5 No poultry, pigeons, wild animals or rabbits may be kept on the Estate. Aviaries will only be permitted with the written approval from the Association.
- 6.6 No dog may be allowed off its owner's premises unless under strict control and on a leash. Dogs may not be walked on the Golf Course during normal playing hours. The person in control of a dog must ensure that the dog does not enter any green, tee or bunker on the Golf Course or any dam.
- 6.7 Pets must be walked on a leash in Common Areas.
- 6.8 Should any excrement be deposited in a street or other Common Area, the handler of the pet shall immediately remove it. Should a pet dig holes anywhere in the Estate other than the Member's property, the pet's owner must immediately repair the holes. Failure to do so means the pet's owner will be liable for an immediate spot fine.
- 6.9 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Cats must also be fitted with a bell attached to their collars to protect the bird life in the Estate. Stray pets without identification will be apprehended and handed to the Municipal Pound or SPCA.
- 6.10 No domestic animal may be brought into the Estate by a short term tenant or visitor. If any domestic animal is brought into the Estate by a short term tenant or visitor,

the Association may—

- (a) call on the Member of the premises concerned to remove the animal immediately; and
- (b) if the owner fails or refuses to do so, procure the animal's removal and recover any costs from the Member, without prejudice to the authority of the Association to impose and recover any penalty in terms of these Rules.

6.11 The owners of pets must see to it that their animals do not cause a nuisance to other Residents. Should any domestic animal prove to be a continual nuisance to other Residents, the Association may:

- (a) call on the Member of the premises concerned and, where applicable, the tenant owner of the animal, to stop the nuisance or remove the animal immediately; and
- (b) if the owner fails or refuses to do so, procure the animal's removal and recover any costs from the owner, without prejudice to the authority of the Association to impose and recover any penalty in terms of these Rules.

7. SECURITY AND RESIDENT BEHAVIOUR

7.1 Security protocol and procedures must be followed at all times. Residents and guests shall always treat Estate Security Personnel with courtesy and respect at all times.

7.2 Should any Resident or guest be found guilty by a court of law or on own admission of an assault on any office bearer or personnel member of the Association, such Resident or guest shall be liable for and pay all legal and medical costs, including as between attorney and client, expenses and charges incurred by the Association pertaining to the case. In addition to the recovery of costs incurred, the Trustees may also consider a fine, in terms of these Rules, to the amount of R10'000,00 imposed on the relevant Member.

7.3 No person shall do anything which is, or might be, prejudicial to the security of any Residents and Residents are to report incidents affecting security to the Security Control Room or Management as soon as possible thereafter.

7.4 The access control procedures as laid down by the Association from time to time, shall be strictly adhered to by all persons entering and exiting the Estate.

- 7.5 The Main Gate entrance at Beach Road, is for the exclusive use of Residents and their guests.
- 7.6 The Contractors' Gate entrance in Gordon's Bay Road is for the use of Residents and their guests, together with all contractors working on the Estate and suppliers delivering goods.
- 7.7 Residents will be issued with biometric access and/or access cards for the purposes of entering and exiting the Estate. Such devices are issued for the personal use of the person to whom they are issued and shall not be shared with or used by or transferred to any other person.
- 7.8 All Residents shall advise the guard on duty at the security gate of the identity and approximate time of arrival of any person to be admitted to the Estate as an invitee of the Resident concerned (including a family member). If the security guard has not been advised of the arrival of any person in accordance with the provisions of this clause, the security guard shall endeavour to obtain telephonic authority (excluding cell phone calls) from the relevant Resident to admit the person concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse the person concerned access to the Estate.
- 7.9 The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to the Estate.
- 7.10 Minors (children under 18 years) do not have the right to allow access to visitors/friends, but such consent can only be given by their parents.

8. DOMESTIC WORKERS AND LABOURERS

- 8.1 Workers are obliged to abide by these Rules. Residents are obliged to supply their workers with copies of these Rules and to ensure that they are aware of all the provisions.
- 8.2 Residents are required to notify the Association of and to provide full details of any workers who reside or work on the Estate for more than one day. Casual (one day) workers will be dealt with similar to guests of Residents.

- 8.3 Workers not residing on the Estate shall be required to register with Management and obtain an entry card which will be checked at the security gates. All Residents shall provide Management with all the required registration details of their employees.
- 8.4 If the security guard on duty has no record of the arrival of any worker, the security guard shall endeavour to obtain authority from the relevant Resident to admit the worker concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse such worker access to the Estate.
- 8.5 Residents shall, at their own cost, ensure that all workers wear clean and presentable clothing within the Estate.
- 8.6 Residents shall use their best endeavours to ensure that none of their employees behave or engage in conduct unbecoming the high standard of the Estate; and/or engage in any strikes or other labour action on or about the Estate, it being recorded that the Association and/or Management shall be entitled to procure compliance with the aforesaid in their discretion and any costs associated therewith shall be for the account of such Resident.
- 8.7 Each household may have only one sleep-in staff member on a permanent basis. The spouse of the staff member may get a sleep-in permit on request by the Member. The spouse will also be issued with a suitable access permit.
- 8.8 Additional permanent sleep-in staff members will need special permission from Management.
- 8.9 Visiting family members of domestic staff are allowed to sleep-in only with the written permission of Management on the written request by the Member concerned.
- 8.10 No parking of private vehicles owned by domestic staff members is allowed on the pavements or on Estate roads or Common Areas. Members must ensure sufficient parking on their premises for staff if needed.
- 8.11 As non-levy paying residents, domestic staff are not entitled to use the Club and sporting facilities of the Estate.

8.12 The Member must notify Management when the services of a domestic staff member is terminated.

9. TRAFFIC

9.1 All legislation applicable to public roads in the Western Cape Province, including the Road Traffic Act, 1996 (Act 93 of 1996) as amended, and the regulations made under that Act, apply to all roads in the Estate.

9.2 No person may drive any vehicle within the Estate in a manner that would constitute an offence in terms of any such legislation. Without limiting the generality of the foregoing, no vehicle may be used in the Estate that is not in a roadworthy condition or emits excessive smoke, noise or oil.

9.3 All vehicles entering and/or leaving the Estate shall stop at the vehicle entrances.

9.4 No vehicle may enter the Estate unless admitted by the guard on duty at the entrance gate, except where the driver has been authorised by the Association to operate the entrance gate himself by means of a device or any other manner.

9.5 No person may drive any vehicle on any road within the Estate at a speed in excess of 30 km per hour. A lower speed limit may be imposed by the Association where appropriate. A person found driving in excess of the prescribed speed limit will be subject to the appropriate fine in terms of Schedule A. The modes and methods of speed measuring are in the sole discretion of the Trustees, and such measured speed constitutes conclusive proof of the speed driven.

9.6 Heavy deliveries are not permitted without the consent of the Association—
(a) on Sundays or public holidays;
(b) before 07h00 and after 18h00 on weekdays; or
(c) before 07h00 and after 13h00 on Saturdays.

9.7 Large commercial vehicles may use only the Gordon's Bay Road entrance.

9.8 Motorised vehicles may be driven in the Estate only by persons who hold a valid current driver's licence which would permit them to drive the vehicle concerned on

a public road in South Africa.

- 9.9 The Association reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that it, in its sole discretion, considers necessary from time to time. Speed-humps are designed for speeds not exceeding 20 km per hour. The Association cannot be held responsible for damages sustained to vehicles on the Estate's roads due to special or customised designs, including low profile tyres or low suspensions.
- 9.10 Animals, including birds and wildlife, have the right of way at all times within the Estate and vehicles must be brought to a stop whenever necessary to avoid colliding with an animal.
- 9.11 The Association may, by means of appropriate signage designed specifically for the Estate, give direction as to the use of roads or any portion of the roads or the Common Area, and failure by any person to obey this signage is a contravention of these Rules.
- 9.12 No person may drive any motorised vehicle other than a golf car on the Golf Course or any walkway in The Estate without the express prior written permission of the Association.
- 9.13 No person may park any vehicle on the Common Area or an Estate road except in places demarcated by the Association for that purpose and in accordance with any relevant signage or instructions specified by the Association. Over and above imposing the penalties and fines in terms of these Rules, the Association has the right to tow away such a vehicle for the account of the Member concerned.
- 9.14 No person may park (except while loading or unloading it) or store any trailer, caravan, boat, truck or lorry within the Estate at any place where it is visible from a road or the Common Area, except with the prior written permission of the Association. The Association is not under any obligation to provide any storage facilities or designated places for the storage of any of these types of vehicles. In order to assist the decision on exception, the following regulatory framework shall apply:
- The Estate Manager will consider written exception applications, in his sole discretion and with the powers to approve or disapprove.

- Members of the HOA may appeal a decision by the Estate Manager in writing to the Aesthetics Subcommittee, posted *via* the Estate Manager. The subsequent decision by the Aesthetics Subcommittee will be binding on the Member concerned. As aesthetic considerations are subjective, rules of precedent will not apply.
 - Should a member have been granted an exception and abuse this privilege at its expiry, no future exceptions will be entertained.
- 9.15 No helicopters or any other means of aerial conveyance, including model aircraft and drones, may be landed at any place in the Estate without the authority of the Association.
- 9.16 The use of skateboards, roller-skates/blades, foot scooters, motorised scooters is allowed only on the walkways, and is prohibited on the roads within the Estate as well as the parking area behind the Clubhouse.
- 9.17 The Association reserves the right to prevent any person, including any visitor, from driving a vehicle in the Estate if it believes on reasonable grounds that the person is under the influence of alcohol.
- 9.18 All golf cart drivers are to be in possession of a Code B driver's licence.
- 9.19 Golf Carts must be responsibly driven and in control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the Estate will be the sole responsibility of the licensed driver and the owner of the privately owned golf cart.

10. COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 10.1 The Association has the right and duty to control all aspects of the environment in the Estate, which includes management and control of vegetation on the Erven and Common Area, the erection of walls, fences and hedges, and the planting and trimming of trees and other vegetation.
- 10.2 No person may do anything that detrimentally affects the environment in the Estate, including the fauna and flora, or is likely to unreasonably interfere with the use and enjoyment of the Common Area and Golf Course by others.

- 10.3 No person may discard any litter or any item of any nature whatsoever in the Estate except in receptacles set aside for this purpose by the Association.
- 10.4 No camping and/or picnicking is permitted on the Common Area and no fire may be lit on or about the Common Area except with the written authorisation of Management, and then only in a “Weber” or similar portable device.
- 10.5 No fire may be lit at or in any Dwelling except in a properly constructed fireplace/braai designed for that purpose or in a manufactured braai, including a “Weber” or similar device.
- 10.6 No person may on the Common Area do any gardening or landscaping or plant or pick any plants or flowers without the express prior written permission of the Association.
- 10.7 Subject to any applicable law on environment conservation, the Association may prohibit access to any part of the Common Area in order to preserve the natural fauna and flora. No person may enter any such area without the prior written permission of the Association.
- 10.8 No person may discharge a firearm, air rifle, crossbow or any similar weapon anywhere within the Estate except in self-defence.
- 10.9 Hunting is prohibited within the Estate, and the trapping of birds and animals and setting of snares is specifically prohibited.
- 10.10 In the interest of the effective management of the water resources no borehole or well points may be sunk at the Estate without the prior written consent of the Association. Should circumstances necessitate limiting or stopping usage of water from boreholes or well points, the Association may require Members to fit meters to their boreholes or well points at their own (the Members’) expense, in order that the Association may monitor and, if necessary, ration borehole and well point water. Should the Member not agree to fit a meter or not allow the Association to monitor the use of borehole or well point water, the Association has the right to seal the borehole or well point.

- 10.11 No person may participate in any activity, sport or game on the Common Area which causes damage to anything on the Common Area or a nuisance to other Residents. Parents are at all times responsible for supervising their children.
- 10.12 Crossing the dunes, or walking on them, is not permitted in any area except at the walkways provided. Firstly it results in creating unnecessary security alarms, which jeopardize security; secondly this is an eco-sensitive area that needs to be preserved and restored.

11. DAMS AND RIVERS

- 11.1 No person may launch any boat or craft of any description on any dam or river at the Estate.
- 11.2 No wading, swimming or water sport (scuba diving, spear fishing, wind surfing etc.) is allowed in or on any dam at the Estate, and no person may enter any such dam without the prior written permission of the Association.
- 11.3 No domestic animal may be allowed to enter any dam.
- 11.4 No person may pollute or permit the pollution of, or discard any litter or any article of any nature whatsoever in any dam or river within the Estate.
- 11.5 No fishing is permitted at the Estate without the prior written consent of the Association and subject to the terms and conditions imposed by the Association.
- 11.6 Care should be taken by everyone to avoid accidents. Parents are at all times responsible for supervising their children. The Association does not take any responsibility for any loss or damages, howsoever arising, as a result of anyone entering or falling into a dam or river in the Estate.

12. GOLF COURSE

- 12.1 For the use of the Golf Course the Golf Rules of The Estate apply.
- 12.2 Persons walking or running on the Golf Course do so at own risk.

- 12.3 Persons walking or running on the Golf Course must at all times observe the etiquette of golf. In particular they must stand aside whenever a golfer is preparing for or making a shot and must not do anything that might distract a golfer preparing for or making a shot, such as speaking loudly, making sudden movements, standing behind the golfer in the line of the stroke or walking across the line between the golfer and the target.
- 12.4 No person may walk or play on any green, tee or bunker on the Golf Course unless playing golf. During normal playing hours (when the Golf Course is used for *bona fide* golf playing) no other activity, sport or game (e.g. soccer, cricket, rugby, or hockey) is allowed on the Golf Course.
- 12.5 No practising is permitted on the Golf Course except in the practice area in front of the Clubhouse.
- 12.6 All golf balls landing in a private garden are out of bounds and must be abandoned.
- 12.7 The risk of liability for any damage or injury caused by golf balls rests entirely on the golfer concerned. Under no circumstances can the Association be held liable for any such damage or injury.

13. TENANTS

- 13.1 These Rules as well as the *Agreement of Tenancy* (available at Management) apply to all Tenants of any property in the Estate. The Member concerned or his agent must provide the Tenant with copies of the Constitution and these Rules.
- 13.2 Members or their agents must—
- (a) give Management prior notice of any person who is to occupy the Member's property in the absence of the Member;
 - (b) ensure that every Tenant completes an *Agreement of Tenancy*;
 - (c) provide Management with a copy of the signed Agreement;
 - (d) provide Management with a copy of the lease.
- 13.3 Every Tenant must register with Management within one working day of arrival in the Estate, and sign a declaration (entrenched in the *Agreement of Tenancy*) that they are acquainted with the Constitution and these Rules and are prepared to abide

- by them. No registration will be done without written confirmation by the Member concerned or the Member's agent stating that the Tenant is entitled to occupy the Member's property.
- 13.4 The Association will consider the occupation of a dwelling for financial gain as a rental (leasing) arrangement which requires registration, no matter how short the period is.
- 13.5 Letting, or providing accommodation for financial gain, for a period of less than five (5) continuous days is regarded as commercial activity, which is prohibited in terms of clause 5.10.5 of the Constitution; accordingly registration in terms of section 13.3 will be refused in such a case.
- 13.5.1 Members who let their property or provide accommodation for financial gain will be liable for an additional occupational levy calculated at 100% of the monthly levy if tenants or paying guests stay for a period of 16 calendar days or more per month. If tenants or paying guests stay for less than 16 days per month (but no less than five days), the Member will be liable for 50% of the monthly levy. These additional levies will be payable to the Association.
- 13.5.2 Alternatively, Members who let their property or provide accommodation for financial gain may pre-pay an additional six (6) month's full levy in advance on 1 March of any year to the Association. Members who have pre-paid for six months, will not be liable for further additional occupational levies for that financial year.
- 13.6 Letting agents must have a written mandate, valid for a maximum period of not more than six months, from the owner of the property they wish to let. Where property is let through an agent, a copy of a valid mandate for that property must be attached to the application for registration of a Tenant in terms of 13.3, together with a copy of the lease.
- 13.7 Access to the Estate may be denied to Tenants or members of their household or their invitees, employees or guests should the Tenant or anyone for whom the Tenant is responsible contravene any provision of the Constitution or these Rules, or any other regulation of the Estate. Members remain liable for the transgressions of their Tenants.

- 13.8 If the levies in respect of any property are not fully paid up, letting of that property is prohibited.

14. CONDUCT

- 14.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Dwelling or from Common Areas.
- 14.2 No unauthorised persons are allowed on any Dwelling where building operations are under progress.
- 14.3 In order to maintain the low density residential nature of the Estate, no Member or Tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any Dwelling on the Estate.
- 14.4 In terms of Special Resolution No 1 passed at the Annual General Meeting of 29 August 2001, those Members who are contravening clause 5.12 of the Constitution by allowing more than one family to occupy any Dwelling will be charged a monthly penalty equivalent to ½ of one month's levy for one person and a full month's levy for 2 or more persons; the above being without prejudice to the Trustees' rights regarding the enforcement of clause 5.12.
- 14.5 Residents must ensure that their children and other members of their households, as well as their employees, tenants, invitees and guests, do not pose a safety threat to themselves or to any other persons at the Estate.

15. COMMERCIAL ACTIVITIES

- 15.1 No advertising boards may be displayed anywhere within the Estate other than the standard architectural building board during building construction.
- 15.2 No door to door canvassing or selling is permitted in the Estate.
- 15.3 It is prohibited to conduct any business of whatever nature with customer and/or

employee traffic from the residential houses or apartments within the Estate. This also applies to possible occupational practices. See also clause 13.5 above.

16. BUILDING REQUIREMENTS AND CONSTRUCTION

- 16.1 The provisions of the Constitution and the Architectural Guidelines relating to the construction of buildings must be strictly complied with.
- 16.2 Without limiting the generality of 16.1, no building or structure or alteration shall be erected on the Estate unless the plans, specifications and construction thereof comply with the Architectural Guidelines and the sketch plans and working drawings have been submitted for Management's scrutiny.
- 16.3 A scrutiny fee determined by the Association from time to time, shall be levied in respect of the scrutiny of any working drawings by Management.
- 16.4 Before any construction project is commenced, the homeowner should cause the contractor undertaking the construction to pay to the Association a deposit in an amount determined by the Association in order to provide cover to defray any expenses incurred in repairing damage to the adjacent off-site properties caused in the building process and any other damage to the property of the Association or Municipality. On completion of building and related activities the deposit plus accumulated interest minus damages will be repaid to the depositor.
- 16.5 During the course of construction of any building, the Association shall be entitled to direct the relevant owner or his appointed contractor to effect improvements to the quality of any aspects of the construction should the Association deem such improvements to be necessary.
- 16.6 The Association shall be entitled to direct the relevant owner to effect maintenance work on his home should the Association deem such maintenance necessary.
- 16.7 Every building contractor shall be required to abide by the Rules, the Architectural Guidelines and any other rules made by the Association regulating the conduct of building contractors from time to time and to sign such prescribed undertakings as may be determined by the Association with regard thereto. A building contractor will not be allowed to undertake any building work on the Estate until such time as the

undertakings referred to in this clause have been given.

16.8 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the Estate.

16.9 Once the building operation has commenced (upon issuance of a builder's permit), members are to complete same within 12 (twelve) months from date of commencement in respect of new dwellings, and within 4 (four) months from date of commencement in respect of new alterations and/or additions. These time frames include builders' holidays and rain affected days. Members will be fined as follows should their building activities exceed twelve months for a new dwelling and four months for alterations and/or additions:

16.9.1 New dwelling:

A penalty not exceeding R7'000, 00 (seven thousand rand) will be charged by the Association for every month after 12 (twelve) months used for completion. Completion means works completion and not practical completion.

For the purpose of these rules, works completion shall mean that all items and snagging for both exterior and interior shall be fully completed and that all contractors and sub-contractors will have moved off site and all rubble, litter and rubbish shall have been removed from the site and its environment.

16.9.2.1 Alterations and/or additions:

A penalty not exceeding R3'000, 00 (three thousand rand) will be charged by the Association for every month after 4 (four) months used for works completion.

16.9.2.2 Unauthorised building work:

When the Association becomes aware of unauthorised building work, the Estate Manager will inspect the work, and if a contravention exists, will serve a notice on the Member to immediately cease unauthorised activities. The member must comply with the notice and submit a rectifying building plan for the Association's consideration, followed by a formal building application to the local authority. During this period the relevant activity will remain ceased.

Should the Member ignore the notice, the Association will request the local authority to proceed with criminal prosecution in terms of

the City of Cape Town Problem Building By-Law, 2010.

The Association may impose a penalty of R7'000,00 (seven thousand rand) for every month, from the time of notice, until conclusion of processes – either approval of the rectifying building plan by the local authority or prosecution.

16.10 No residential unit or section thereof on the Estate may be occupied prior to obtaining written consent by the Association and confirmation that it is substantially complete and capable of final completion within 30 (thirty) days of the date of occupation. In order to obtain this approval the following stipulations must have been adhered to.

16.10.1 All structures must have been completed in full accordance with the building plan approved by the local authority;

16.10.2 The sewerage line must be connected to the municipal sewer point;

16.10.3 All exterior work including walls, palisades, pergolas, boundary walls, drive ways, water features and swimming pools must be completed according to the plan approved by the local authority;

16.10.4 All the structures must be painted to the satisfaction of the Association;

16.10.5 The entire area of the unit not covered by structures or drive ways must be landscaped to the satisfaction of the Association.

16.10.6 All Certificates of Compliance have been received in respect of engineering works (including roof structures), electrical works, plumbing, fenestration and gas installations (where applicable).

16.10.7 A Certificate of Occupancy has been issued by the local authority.

17. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

17.1 No person shall bring or permit any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any resident or other person or which may result in the contamination of the Estate.

17.2 The lighting of fireworks of any kind is strictly prohibited in the Estate.

18. LANDSCAPING, POOLS AND RECREATION ITEMS

18.1 The nature, content and design of the gardens within any unit, including the

establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the Association. Should the standards not be adhered to, the Association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the Member accordingly. A garden shall not unduly detract from the view and the reasonable enjoyment of another homeowner's property. Management may determine whether a particular garden transgresses this Rule.

- 18.2 No liability will be accepted by the Association for any damage, accidents or injury to any person caused by the usage of private swimming pools.
- 18.3 Jungle Gyms, swings, trampolines, portable or temporary swimming pools and similar equipment must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Dwelling. No such equipment will be allowed on Common Areas.

19. RULES OF THE HOME OWNERS' ASSOCIATION

- 19.1 These Rules may be re-printed on a regular basis, and may include any changes or amendments made in the preceding period. The Rules will also be available on the Estate's website: www.greenwaysestate.co.za
- 19.2 Any existing practices in conflict with the new rules shall cease immediately. Where a specific conflict arises between a new rule and an existing practice of long standing and a Member feels legitimately aggrieved, the Trustees may on request *via* Management, or in their own right, provide for consideration to allowing 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 Trustees' discretion and shall be binding on all parties.

20. ENFORCEMENT OF THE RULES

- 20.1 For purposes of the enforcement of any of the Rules, the Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which a resident may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.

21. GENERAL RULES

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

SCHEDULE A

SCHEDULE OF TRANSGRESSIONS AND PENALTIES

(This Schedule is a guideline of proposed fines, amended from time to time, with additions and deletions as deemed necessary by the Trustees, but subject to confirmation by Members at a general meeting.)

DESCRIPTION OF TRANSGRESSION

DISTURBING THE PEACE	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Creating a public nuisance. Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their guests or employees.	3.2	R1 000	R2 000	R3 000
PETS	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Keeping more than two dogs or two cats without written approval from the Association or any pet contrary to the Rules.	6.4	R500 per pet per month		
Keeping poultry, pigeons, wild animals, rabbits or unapproved aviaries.	6.5	R1 000	R2 000	R3 000
Dogs not on a leash.	6.7	R1 000	R2 000	R3 000
Not removing pet excrement.	6.8	R1 000	R2 000	R3 000
Members failing to remove domestic animals brought into the Estate by short term tenants or visitors.	6.10	R1 000	R2 000	R3 000
Members/tenants failing to stop domestic animals being a continual nuisance.	6.11	R1 000	R2 000	R3 000
SECURITY	Rule Ref:	1st Offence	2nd Offence	3rd Offence

Treating the security personnel in an abusive manner.	7.1	R1 000	R2 000	R3 000
Assault on an HOA office bearer.	7.2	R10 000	R20 000	R30 000
Unauthorised entry into the Estate by any person.	7.4	R1 000	R2 000	R3 000
Residents allowing anybody into the Estate without following correct procedures.	7.4	R2 000 pp		
Tailgating i.e. gaining unauthorised access into the Estate by slipping under the boom which was raised to allow access to previous person.	7.4	R2 000		
Unauthorised use of access cards by any person.	7.7	R1 000	R2 000	R3 000
DOMESTIC WORKERS AND LABOURERS	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Residents illegally bringing any form of labour, excluding casual (one day) workers into the Estate without following the correct procedures in terms of permits etc.	8.2	R2 000 pp		
TRAFFIC	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Failing to stop at stop signs, driving without the required driver's licence, reckless and/or negligent driving, driving under the influence of alcohol and/or drugs.	9.1 9.8	R1 000	R2 000	R3 000
Driving any vehicle within the Estate that is not in a roadworthy condition or emits excessive smoke, noise or oil.	9.2	R1 000	R2 000	R3 000
Exceeding the speed limit of 30km per hour.	9.5	R1 000	R2 000	R3 000
Failing to obey traffic signage specifically designed for the Estate.	9.11	R1 000	R2 000	R3 000
Driving any motorised vehicle other than a golf cart on the Golf Course or any walkway in The Estate.	9.12	R1 000	R2 000	R3 000
Parking any vehicle on the Common Area or an Estate road except in places demarcated for that purpose.	9.13	R1 000	R2 000	R3 000
Parking or storing any trailer, caravan, boat, truck or lorry within the Estate at any place where it is visible from a road or the Common Area.	9.14	R1 000	R2 000	R3 000
Landing helicopters or any other means of aerial conveyance at any place in the Estate.	9.15	R1 000	R2 000	R3 000
Using skateboards, roller-skates/blades, foot scooters, motorised scooters on the roads within the Estate as well as the parking area behind the Clubhouse.	9.16	R1 000	R2 000	R3 000
COMMON AREAS AND ENVIRONMENTAL ASPECTS	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Doing anything that detrimentally affects the environment in the Estate, including the fauna and flora, or is likely to unreasonably interfere with the use and enjoyment of the Common Area and Golf Course by others.	10.2 10.7	R1 000	R2 000	R3 000
Illegal dumping and/or littering by residents and contractors.	10.3	R1 000	R2 000	R3 000
Camping and/or picnicking on or about the Common Area.	10.4	R1 000	R2 000	R3 000
Illegal lighting of fires.	10.4 10.5	R1 000	R2 000	R3 000
Illegally discharging a firearm, air rifle, crossbow or any similar weapon.	10.8	R2 000	R3 500	R5 000
Hunting, trapping of birds and animals and setting of snares.	10.9	R1 000	R2 000	R3 000

Participating in any activity, sport or game on the Common Area which causes damage to anything on the Common Area or a nuisance to other Residents.	10.11	R1 000	R2 000	R3 000
Crossing or walking on the dunes.	10.12	R1 000	R2 000	R3 000
DAMS AND RIVERS	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Launching any boat or craft of any description on any dam or river at the Estate.	11.1	R1 000	R2 000	R3 000
Wading, swimming or practicing any type of water sport in or on any dam at the Estate.	11.2	R1 000	R2 000	R3 000
Allowing domestic animals to enter any dam at the Estate.	11.3	R500	R750	R1 000
Polluting or permitting the pollution of, or discarding any litter or any article of any nature whatsoever in any dam or river within the Estate	11.4	R1 000	R2 000	R3 000
Illegal fishing at the Estate.	11.5	R1 000	R2 000	R3 000
GOLF COURSE	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Walking or playing on any green, tee or bunker on the Golf Course, unless playing golf.	12.4	R500	R750	R1 000
CONDUCT	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Washing of any kind obviously visible from any road, other dwelling or common areas.	14.1	R500	R750	R1 000
Entering any dwelling where building operations are under progress without authorisation.	14.2	R1 000	R2 000	R3 000
COMMERCIAL ACTIVITIES	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Displaying advertising boards anywhere in the Estate.	15.1	R500	R750	R1 000
Conducting any business of whatever nature, including door to door canvassing or selling in the Estate.	15.2 15.3	R1 000	R2 000	R3 000
BUILDING AND CONSTRUCTION	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Building without approved plans.	16.2	R7 000 per month.		
Incomplete new dwelling after 12 months.	16.9.1	R7 000 per month.		
Incomplete alterations/additions after four months	16.9.2.1	R3 000 per month.		
Unauthorised building work.	16.9.2.2	R7 000 per month.		
Illegally occupying a newly built residence.	16.10	R2 000	R3 500	R5 000
FIRE PREVENTION AND HAZARDOUS SUBSTANCES	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Bringing or permitting any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any resident or other person or which may result in the contamination of the Estate	17.1	R2 000	R3 500	R5 000
Lighting of fireworks of any kind in the Estate.	17.2	R1 000	R2 000	R3 000
LANDSCAPING, POOLS AND RECREATION ITEMS	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Neglected and/or unkept gardens.	18.1	R500	R750	R1 000

Unightly Jungle Gyms, swings, trampolines, portable or temporary swimming pools and similar equipment.	18.3	R500	R750	R1 000
GENERAL	Rule Ref:	1st Offence	2nd Offence	3rd Offence
Vandalism of any private and/or Estate property.		Penalty (based on repair cost) to be determined.		
Subletting of residents in contravention of Rules.		R2 000 per month		