

GREENWAYS

GOLF ESTATE

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CONDUCT RULES

MADE IN TERMS OF THE CONSTITUTION OF THE

GREENWAYS COUNTRY ESTATE

HOME OWNERS' ASSOCIATION

(hereafter called 'the Association')

VALID AS FROM 01 JULY 2022

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CONDUCT RULES OF GREENWAYS COUNTRY ESTATE

1 INTERPRETATION

In these Rules –

- 1.1 the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them –
- 1.1.1 "**Architectural Rules**" means the general and specific architectural rules of the Estate from time to time comprising, inter alia, the sketch plan submission requirements;
- 1.1.2 "**Association**" means the Greenways Country Estate Home Owners' Association;
- 1.1.3 "**Business Day**" means any day other than Saturdays, Sundays and Public Holidays;
- 1.1.4 "**Common Area(s)**" means the land owned by the Association, namely all areas designated as private open space on General Plan No. 6036/1993 and General Plan No. 8438/1994, which area includes the golf course, the Greenways Estate Clubhouse and related facilities, pavements, parks and other areas that are designated for common use;
- 1.1.5 "**Constitution**" means the Constitution of the Association;
- 1.1.6 "**Domestic Animal**" means a dog, cat or other domestic animal designated as such by the Estate Manager from time to time;
- 1.1.7 "**Erf**" means any erf resulting from the original sub-division or subsequent consolidation of the Township Area (excluding the erven whereon the Sectional Title Schemes have been erected) and reference to "**Erven**" shall have the corresponding meaning;

- 1.1.8 "**Estate Manager**" means the estate manager appointed as such by the Association from time to time, acting personally or via his or her nominee;
- 1.1.9 "**Family**" means a family unit of which the members are related to one another by either blood or marriage;
- 1.1.10 "**Golf Course**" means the 9 hole golf course established on the Estate;
- 1.1.11 "**Greenways Estate**" means –
- 1.1.11.1 the Township Area, comprising of the Erven and the Units; and
- 1.1.11.2 the Common Area;
- 1.1.12 "**In Writing**" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 1.1.13 "**Land Unit**" means an Erf or Unit in the Greenways Estate;
- 1.1.14 "**Member**" means the owner of a Land Unit, who in terms of the Constitution is a member of the Association;
- 1.1.15 "**Month**" means calendar month;
- 1.1.16 "**Regulations**" means any rules or regulations made in terms of the Constitution and includes any Conduct Rules, Architectural Rules and Security Rules;
- 1.1.17 "**Sectional Title Schemes**" means the following sectional title schemes developed as part of the Greenways Estate:
- 1.1.17.1 Laguna Beach Nos. SS568/1996, SS108/1997, SS106/1998 and SS271/1999;
- 1.1.17.2 Golf Beach No. SS321/1995;
- 1.1.17.3 Bermuda Beach Nos. SS178/1997 and SS70/1998; and

- 1.1.17.4 Emerald Bay Nos. SS11/1996, SS142/1996, SS575/1996 and SS263/1997;
- 1.1.18 "**Resident**" means any person who resides in the Estate;
- 1.1.19 "**the/these Rules**" means the conduct rules contained in this document and as amended by the Association from time to time;
- 1.1.20 "**Tenant**" means a person who directly or indirectly pays or otherwise compensates an owner of a dwelling in Greenways, or such owner's nominee, for the right to occupy all or any portion of a dwelling in Greenways during any period;
- 1.1.21 "**Township Area**" means the areas depicted on General Plan No. 6036/1993 and General Plan No. 8438/1994, excluding the Common Area;
- 1.1.22 "**Trustee Committee**" or "**Trustees**" means the board of trustees of the Association;
- 1.1.23 "**Trustee**" means one of the Trustee Committee;
- 1.1.24 "**Unit**" means any sectional title unit as defined in section 1 of the Sectional Titles Act No. 95 of 1986, in any of the Sectional Title Schemes;
- 1.1.25 "**Vehicle**" means any form of conveyance, whether self-propelled or drawn by machine, animal, human agency or otherwise;
- 1.1.26 "**Workers**" means domestic workers, labourers and sub-contractors employed or appointed by Members;
- 1.1.27 "**Year**" means calendar year;
- 1.2 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 two genders, and vice versa, and the words importing persons shall include natural and juristic persons such as partnerships, trusts and body corporates, and vice versa; and

- 1.3 The headnotes to the paragraphs in these Rules are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which the headnotes relate.
- 1.4 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.
- 1.5 These Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.6 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.
- 1.7 Where these Rules permit or require the exercise of any discretion, including any decision about whether any conduct is "reasonable", the decision of the Estate Manager, taken on a case by case basis, in his or her absolute discretion and after having regard to all relevant facts into account, shall apply. Any such decision shall be binding until it is amended or revoked by the Estate Manager or overturned by a decision of the Trustees.
- 1.8 Where these Rules refer to actions or decisions of the Association, they refer to the Association acting through the Estate Manager, the Trustees or the Members, as may be required in terms of the Constitution.
- 1.9 Where these Rules contemplate permission or consent being obtained from the Estate Manager, such permission or consent must be obtained In Writing and the holder of such permission or consent must present a copy thereof to any Trustee on request.

2 INTRODUCTION AND GENERAL RULES

- 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 Rules have been established in terms of the Constitution. 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 Estate Manager and the Trustees in administering them. Members are responsible for ensuring that members of their households, Tenants, visitors, invitees and all their employees, including 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.
- 2.4 The Estate is generally managed and controlled by 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, including these 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, either directly or via authority given to the Estate Manager from time to time. The functioning of Management and the Trustee Committee shall be assessed by a sub-committee constituted by the Trustee Committee and chaired by a Member who is not a Trustee, on an annual basis. Such sub-committee shall consider all matters relating to the efficiency, effectiveness and conduct of the Estate Manager and the Trustee Committee and shall report its views and recommendations to the Estate Manager, the Trustee Committee and the Members for their consideration and decisions.
- 2.5 The Trustee Committee and the Estate Manager also have the right to impose financial penalties (fines), approved by the Trustee Committee from time to time, to

be paid by those Members who fail to comply with these Rules or any other rules approved by the Association from time to time. A schedule of all such fines as are approved by the Trustee Committee from time to time will be circulated to all Residents from time to time and available at the office of the Estate Manager. Further, the Association may enforce provisions of any Rule by application to the courts or through other legal processes available to it from time to time.

- 2.6 In order to promote a spirit of tolerance, support, respect and understanding within the Estate, all Residents must ensure that they and their invitees at all times –
- 2.6.1 act with reasonable tolerance of and consideration for their neighbours and other Residents;
 - 2.6.2 refrain from any conduct that may unreasonably interfere with the rights of their neighbours or other Residents;
 - 2.6.3 treat their neighbours, other Residents, the Estate Manager, other staff of the Association and security with reasonable courtesy and respect;
 - 2.6.4 ensure that their gardens, houses, driveways, boundary walls/fences and road verges, as well as all items in or on them which are visible by others, are reasonably maintained and kept in a neat and hygienic condition; and
 - 2.6.5 act in a neighbourly manner and in an effort to prevent unnecessary disputes with, or inconvenience to, others.

3 DISTURBANCES

- 3.1 Any conduct, save for normal maintenance and golfing activities, which unreasonably 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 unreasonable 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 the Estate Manager, 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 emergency circumstances approved by the Estate Manager;
- 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 Estate Manager for building operations to take place outside such hours;
- 3.2.4 unreasonably 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 must first 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 complaint or dispute should be brought to the attention of the Estate Manager In Writing. The Estate Manager will investigate appropriately and take any steps required within the scope of these Rules and the Constitution. If any complaint requires urgent attention after normal business hours, or over weekends, the complaint should be brought to the attention of the most senior person on duty at the security control room, who will endeavour to resolve the matter and report it to the Estate Manager at their earliest convenience.
- 3.4 There is no obligation on the Association, the Trustees or the Estate Manager to arbitrate or otherwise become involved in disputes between its Members, save in the event that if an interpretation of any rules is requested, then such interpretation will be made within a reasonable time.
- 3.5 Where disregard is shown by a Resident of the Estate or his or her invitees, related to creating a disturbance in whatever manner or form, the Estate Manager shall be entitled 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 the Estate Manager at least 7 days in advance.
- 4.3 In the event of permission being granted, cognizance shall be taken by the Estate Manager 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 Estate Manager. 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 240 litre 'Otto' bins and are available from the local authority.

- 5.3 The Estate Manager may, from time to time, by notice In Writing, provide directions with regard to any place designated for refuse removal. It shall be the duty of every Resident to ensure that any direction given by the Estate Manager 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 at reasonable times to allow for the collection of refuse.
- 5.5 Where, in the opinion of the Estate Manager, 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 of 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 more than 2 dogs and 2 cats may be kept on a property unless written approval has been obtained from the Estate Manager, who may withdraw any such approval at any time and on reasonable grounds. Only Members and long-term tenants (longer than 6 month leases) may keep pets.
- 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 Estate Manager. Either the Trustees or the Estate Manager may withdraw any such approval at any time and on reasonable grounds.

- 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 pet for which a Resident is responsible deposit excrement anywhere in the Estate other than in the Resident's property, the handler of the pet shall immediately remove it. Similarly, should a pet for which a Resident is responsible dig any hole anywhere in the Estate, other than in the Resident's property, the Resident must immediately repair the hole. Failure to do so means the pet's owner will be liable for a 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 and cats without bells may be apprehended and handed to the Municipal Pound or SPCA by the Estate Manager or their appointees.
- 6.10 No Domestic Animal may be brought into the Estate by a short term Tenant or visitor without the prior written consent of the Estate Manager, which may be granted and revoked on reasonable grounds. If any Domestic Animal is brought into the Estate by a short term Tenant or visitor, the Estate Manager may –
- 6.10.1 call on the Member of the premises concerned to remove the animal immediately; and
- 6.10.2 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, including the pets of their visitors who are granted permission to enter the estate, do not cause a nuisance to other Residents. Should any Domestic Animal prove to be a continual nuisance to other Residents, the Estate Manager may –

- 6.11.1 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
- 6.11.2 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.
- 6.12 All Residents may use the Doggy Run provided they comply with all Rules posted at the Doggy Run's entrance from time to time.
- 6.13 The Association reserves the right to restrict any Resident's access to the Doggy Run if they or their dog(s) contravene any such Rules or cause injury/damage.
- 6.14 All Residents and their dogs use and access the Doggy Run at own risk. Under no circumstances can the Association be held liable for any incident, injury or damage arising from the use of the Doggy Run.

7 SECURITY AND RESIDENT BEHAVIOUR

- 7.1 Security Rules in force from time to time must be followed at all times. Residents and guests shall treat Estate Security Personnel with courtesy and respect at all times.
- 7.2 Security gate(s) may be closed at reasonable times from time to time. Whenever possible, Residents will be given reasonable advance notice of any such closures.
- 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 the Estate Manager 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, suppliers delivering goods or furniture removal vehicles.
- 7.7 Biometric or similar access and/or access cards may be issued for the purpose 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 non-resident 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 or intercom 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 shall refuse the person concerned access to the Estate.
- 7.9 The right of admission to the Estate shall be under the control of the Estate Manager, who 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 be given by their parents.

8 WORKERS

Workers are obliged to abide by these Rules and security arrangements applicable to them from time to time. Residents are obliged to brief all Workers on all such rules and to ensure that they are aware of and comply with all the provisions.

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 Estate Manager 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. 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 Estate Manager –
- 9.6.1 on Sundays or Public Holidays;
- 9.6.2 before 07h00 and after 18h00 on weekdays; or
- 9.6.3 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 Estate Manager 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 permission of the Estate Manager.
- 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 Estate Manager. The Association, the Trustees and the Estate Manager are not under any obligation to provide any storage facilities or designated places for the storage of any of these types of Vehicles.
- 9.15 In order to assist the decision on exception, the following regulatory framework shall apply:
- 9.15.1 the Estate Manager will consider written exception applications, in his sole discretion and with the powers to approve or disapprove;
- 9.15.2 Members of the HOA may appeal a decision by the Estate Manager In Writing to the Trustees. The subsequent recommendations of the Aesthetics

Subcommittee will be made available to the Trustees, whose decision will be binding on the Member concerned. As aesthetic considerations are subjective, rules of precedent will not apply;

- 9.15.3 should a Member have been granted an exception and abuses this privilege at its expiry, no future exceptions will be entertained; and
- 9.15.4 any exception granted applies to a specific application only and cannot be carried over. A separate application is required for each exception.
- 9.16 No helicopters or any other means of aerial conveyance, including model aircraft and drones, may be launched, operated or landed at or from any place in or above the Estate without the written authority of the Estate Manager, which will only be given in strict compliance with the Eighth Amendment of the Civil Aviation Regulations, 2015, and any other applicable law from time to time. Should any such permission be granted, the operator of the aerial conveyance must have a copy of the written permission on his or per person at all times when the aerial conveyance is being operated.
- 9.17 The use of skateboards, roller-skates/blades, foot scooters, motorised scooters and pedal cars is strictly at own-risk and allowed only on the walkways, and is prohibited on the roads within the Estate as well as the parking area behind the Clubhouse.
- 9.18 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.
- 9.19 All golf cart drivers are to be in possession of a Code B driver's licence.
- 9.20 Golf Carts must be responsibly driven with no more occupants than designed for. Any claims that may 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.
- 9.21 When using roads, paths and Common Areas in the Estate, Residents must act responsibly and with respect for others and they must ensure that their Family, staff and other invitees do likewise.

- 9.22 The height restriction at both entrance gates is 4.12m. The onus rests with the recipient to inform drivers of pantechicon vehicles in advance of such restriction to enable them to make the necessary arrangements for entrance into the Estate.
- 9.23 No overnight parking will be permitted in front of the Clubhouse, at the Entrance Gates or (unless written permission has been obtained from the Estate Manager) in the parking area adjacent to the Security Control Room and Maintenance Shed.

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 is permitted on the Common Area and no fire may be lit on or about the Common Area except with the written authorisation of the Estate Manager, 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 do any gardening or landscaping or plant or pick any plants or flowers on the Common Area without the express prior written permission of the Estate Manager.
- 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 Estate Manager.

- 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 Estate Manager. Use of borehole or well point water must be clearly indicated by appropriate signage. Water storage tanks must be as unobtrusive as possible.
- 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 dunes that fall within the Common Areas, is not permitted in any area except at the beach accesses provided. Firstly, it results in creating unnecessary security alarms, which jeopardizes security; secondly this is an eco-sensitive area that needs to be preserved and restored.
- 10.13 The excessive consumption of alcohol, or drunken behaviour, in any Common Area, which includes the golf course, the swimming pool enclosure and the tennis courts, is strictly prohibited. Any person found contravening this Rule will be fined.
- 10.14 No breakable crockery or glass bottles may be brought into the swimming pool or tennis court enclosures.

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 Estate Manager.
- 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 Estate Manager 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 (as printed on the reverse of the Scorecard and displayed in the Golf Kiosk at the Clubhouse).
- 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 designated 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 The content of this clause applies separately to each Land Unit (i.e. freehold house or sectional title unit) that a Member wishes to lease during any part of each financial year.
- 13.2 No lease will be registered or approved for any Land Unit if any levies in respect of that Land Unit are more than 30 days in arrears.
- 13.3 Any residence in a Land Unit for financial gain constitutes a leasing arrangement, no matter how short the period is.
- 13.4 Leasing all or any part of a Land Unit for a period of less than 5 continuous days is prohibited (Note: the minimum period for Units in Bermuda Beach is 3 months and the minimum period for units in Emerald Bay is 28 days).
- 13.5 No part of any Land Unit may be leased for business, storage or other non-residential purposes., unless it is a lease by a Member of a surplus garage or storage space in a Unit (as opposed to an Erf) to another Member or long-term Tenant.
- 13.6 In order to maintain the low-density residential nature of the Estate, no more than 2 persons per bedroom may occupy any Land Unit.
- 13.7 No Member may lease (or allow any Tenant to occupy) all or any part of any Land Unit during all or any part of a financial year unless the Member has completed a Tenant Administration Process by -

- 13.7.1 completing a Tenant Administration Form specified by the Trustees from time to time; and
- 13.7.2 delivering a properly completed copy of such form to the office of the Estate Manager; and
- 13.7.3 paying the required Tenant Administration Fee to the Association in respect of such Land Unit for the financial year in question as determined from time to time.
- 13.8 Where a Land Unit is to be leased through an agent, a copy of a valid mandate for that agent and the property must be filed with the office of the Estate Manager, as part of the Tenant Administration Process.
- 13.9 Every Tenant must be registered as such (Tenant Registration) before arrival at the Estate. In order to be registered as a Tenant –
 - 13.9.1 the Tenant must sign a Tenant Registration Form specified by the Trustees from time to time;
 - 13.9.2 the signed and Properly completed Tenant Registration Form (which must comply with 13.4 to 13.6) must be sent to the office of the Estate Manager by hand or by email, at least 2 Business Days before the Tenant is scheduled to arrive at the Estate;
 - 13.9.3 in the case of a long-term lease (longer than 6-months), a copy of the written lease agreement must be submitted with the Tenant Registration Form; and
 - 13.9.4 the office of the Estate Manager must counter-sign the Tenant Registration Form to confirm that the Tenant Registration has been successful.
- 13.10 If any Tenant arrives at the Estate without compliance with 13.8 and 13.9, the Tenant will not be allowed access to the Estate.
- 13.11 If any member allows any Tenant to occupy any space in any Land Unit without compliance with 13.7 to 13.9, the Member will be fined for each day until all such requirements have been complied with.

- 13.12 No Tenant may sub-lease any space in any Land Unit.
- 13.13 Access to the Estate may be denied or restricted 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 these Rules or any other Regulation.
- 13.14 Members remain liable for the transgression of their Tenants.

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, twirly dries 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 in 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 persons per bedroom in any dwelling on the Estate.
- 14.4 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. This does not preclude the Estate Manager from displaying general information notices within the Estate or from allowing pre-approved advertising and sponsorships, for the benefit of the Estate, on the golf course.
- 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 13.5 and 14.3 above.

16 BUILDING REQUIREMENTS AND CONSTRUCTION

- 16.1 The provisions of the Constitution and the Architectural Rules 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 Rules and the sketch plans and working drawings have been submitted for the Estate Manager's scrutiny.

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 Estate Manager 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. The Estate Manager may determine whether a particular garden transgresses this Rule and the decision of the Estate Manager, which shall be taken on a case by case basis, in his or her absolute and reasonable discretion and after having regard to all relevant facts, will be final.

- 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 which are visible from Common Areas must be reasonably maintained and require the prior approval of the Estate Manager, which may be granted and revoked from time to time.
- 18.4 Plants and trees must not be planted in areas where the plants or trees, or their roots, may reasonably be expected to interfere with security measures, or cause damage to boundary walls, roads, paths and similar, or otherwise inconvenience others, in the future.

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 any preceding period. These Rules are also available on the Estate's website: www.greenwaysestate.co.za.
- 19.2 Any existing practices in conflict with the new rules shall cease immediately.
- 19.3 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 the Estate Manager, 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

For purposes of the enforcement of any of the Rules, the Estate Manager and 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

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 Association shall have the right to levy charges for the use thereof.