

MONTCALM  
OCEANSIDE ESTATE

**RULES OF CONDUCT**

**Sale Agreement: Schedule-D**

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## **1 INTRODUCTION**

Residing at Montcalm ensures you belong to a community of people who share a secure and high-quality lifestyle. The following Rules of Conduct (“the Rules”) for the estate ensure we are bound by a common set of parameters that enable all residents to live together, reasonably and amicably, with adequate respect for each other’s privacy and enjoyment.

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

The Rules have been agreed and promulgated by the Montcalm Home Owners’ Association by special resolution and are therefore reasonable, binding on, and apply equally to all members. The rules should not be seen as punitive, but rather as a sensible framework to safeguard and promote appropriate, and fair interaction between residents, their families and associates whilst present on the estate.

By purchasing a property at Montcalm and by signature of the various agreements, each owner agrees to be bound by the Rules.

The Finance Committee of the MHOA has the right to impose penalty levies (fines) to be paid by those members who fail to comply with the rules.

## **2 ENACTMENT OF THE RULES**

As from the date of special resolution enacting these rules, they shall all apply forthwith and all Owners shall be required to abide thereby.

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

### **2.1 Conflict of Existing Practice with New Rules**

Any existing practices in conflict with the new rules shall cease immediately, unless otherwise resolved as follows:-

Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Trustee Committee may be approached by the owner, requesting (or the Trustee Committee in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Trustee Committee’s discretion and shall be binding on all parties.

## 2.2 Contravention of Rules by “Others”

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

## 3 USE AND OCCUPATION OF A UNIT

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

### 3.1 Use of a Dwelling

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

### 3.2 Occupation

The maximum number of persons allowed to reside at any one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

Only one kitchen and one kitchenette per dwelling is allowed.

### 3.3 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from the roads or from the Golf course and must be reasonably screened from the direct view of neighbours.

### 3.4 Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the EIA, may be kept on the Estate. (This rule shall not apply to the keeping of

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

### **3.5 Attachments to Units**

Nothing may be placed on or attached to a dwelling or any other structure, other than in accordance with prior written approval from the MHOA. The request for such approval will require a description and/or drawing and/or plan as may be necessary to fully define the request. This item applies to the likes of external air conditioning units, awnings, generators etc. even when not directly attached to the building. Specifications for types and colours of approved awnings are listed in the Montcalm Architectural Guidelines.

### **3.6 Fences**

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

### **3.7 Gazebos**

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

### **3.8 Garden / Tools Sheds**

Free-standing sheds for tools or gardening equipment are prohibited.

### **3.9 Dolls / Play Houses**

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

## **4 UPKEEP AND MAINTENANCE OF RESIDENCES**

### **4.1 Power Tools**

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

### **4.2 General House Maintenance**

The exterior of every “freehold” dwelling together with fences, driveways, garage doors, structures and the structural integrity of retaining walls, building walls, roofs, columns, beams, chimneys, pergolas, screens, patios, windows, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and well maintained condition. The maintenance of the exterior of Sectional Title units is the responsibility of the relevant Body Corporate.

### **4.3 Standards of House Maintenance**

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

### **4.4 Failure to Comply**

Should the Owner or Body Corporate fail to carry out such work as requested, the MHOA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, including a fine commensurate with the extent of the remedial works undertaken, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

## **5 UPKEEP AND MAINTENANCE OF GARDENS**

### **5.1 Power Tools**

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



## **5.2 New Gardens**

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

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

## **5.3 General Garden Maintenance**

Every garden installation on a freehold unit, or sectional title development, must be carried out by a Landscaper accredited to the MHOA within the agreed build-period of the dwelling. Once installed, the Landscaper is obliged to maintain the garden for a period of three months, whereupon it will be inspected by Estate Management to ensure it meets the required standards.

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

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

## **5.4 Garden Standards**

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

## **5.5 Garden Refuse**

Garden refuse generated by an Owner or Body Corporate must be placed in municipal approved garden refuse bags (to be supplied by Owner or Body Corporate) and stacked on the pavement together with domestic refuse on the days of the week appointed for collection of refuse on the Estate. Garden refuse may not be put out on any day other than the appointed one nor

overnight nor weekends. Garden maintenance services should be contracted to remove garden refuse as part of the contract. Garden refuse must not be dumped on common ground.

### **5.6 Failure to Comply**

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

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

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

### **6.1 Municipal Byelaws**

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

### **6.2 Estate Parameters**

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

- 6.2.1 Written permission must be obtained from the MHOA. This permission will not be unreasonably withheld provided compliance with the rules is satisfied.
- 6.2.2 No more than a total of Two (2) pets (dogs and/or cats) are permitted per household, i.e. two dogs or two cats, or one of each.
- 6.2.3 Estate Management may grant temporary relief in respect of this rule based on circumstances and a written motivation. Such temporary relief shall be solely at Management's discretion.

- 6.2.4 Dogs must be kept and remain within an adequately contained area within the Owner's property and, when outside the Owner's property, must at all times be on a leash and under the control of a responsible person.
- 6.2.5 The MHOA reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wild life. At this stage PITBULLS, ROTTWEILERS and BOEREBULLS are banned. (Including mixed breeds of above).
- 6.2.6 All pets must be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep a pet.
- 6.2.7 The MHOA has the right to ask owners to produce veterinary certificates, and proof of registration with the MHOA in respect of any pets found on their premises.
- 6.2.8 Each pet must at all times wear a collar with a name-tag indicating the Owner's name and cell phone number.
- 6.2.9 Any dog found out of its owner's property not on a leash and without a collar, and name tag, or any cat without a collar, and name tag, will be taken to Security, and may be taken to the SPCA if the owner is not identified. A penalty levy will be payable by the owner. Any subsequent offences will attract a greater penalty levy.
- 6.2.10 Caged birds, reptiles and aviaries are not permitted.
- 6.2.11 In the event that a pet fouls on property belonging to the Estate, or on another Resident's property, the animal's mess must be removed immediately by the responsible Owner, (For this purpose Owners are advised to carry a scooper or plastic bags whenever walking their pets outside their own property).
- 6.2.12 Pets may not be permitted to be a nuisance or cause a disturbance or annoyance to others through barking, howling or other noises, or by straying into other resident's properties or houses.
- 6.2.13 Any animal being on the Estate in contravention of these rules shall be removed forthwith on notice from the MHOA. Any costs incurred will be for the account of the property owner.
- 6.2.14 The owner of any pet found to have been responsible for injuring or threatening any humans or wild life on the Estate will be held accountable for any costs or claims arising there from, and will be obliged to remove such pet from the Estate immediately.

- 6.2.15 Pets may not be left overnight unattended in a residence, and suitable arrangements of engaging a friend or house sitter must be made, alternatively the pets must be taken to a kennel off the Estate.
- 6.2.16 Pets must be cared for appropriately. Cruelty to pets will be reported to the SPCA
- 6.2.17 Sectional Title developments (Body Corporates) may, in their own rules, ban the keeping of dogs, cats or other pets within their body corporate area. They may not allow more than the number permitted by the MHOA.

### **6.3 Pet Policy and Violation**

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

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

## **7 SECURITY**

### **7.1 General Security Procedures**

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

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

### **7.2 Messenger of Court, Sheriff of the Court and Police Officers**

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

### 7.3 Vacant Houses

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

### 7.4 Emergencies

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

#### 7.4.1 Emergency Assembly Points

- Inside the Estate at the Gate House – in the parking area to the left of the road;
- At the turning circle adjacent to plots 6,7,8,9 & 24

#### 7.4.2 Medical Emergencies

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

Netcare 911 & IPSS are both based in Ballito and can be contacted on the following numbers:

- Alberlito Hospital: 032 946 6711/2
- Netcare 911: Control Room: 082 911
- IPSS 911: 082 391 1911

#### 7.4.3 Fire Procedures

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

- Ballito Fire Brigade 032 946 2711

## **7.5 Reporting to Security**

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

## **7.6 Access Control**

For the time being access to the estate may be gained by using a remote control. Going forward our access control will be upgraded to provide a more secure system that is not compromised if a remote control is lost or stolen.

Only property owners, their immediate family members and tenants will be issued a remote control by Security, and are individually responsible for the safe keeping and proper use of their individual remote control. Remote Controls may not be handed over to extended family, friends or others with the intention of allowing them free entry to the Estate. Only one Remote Control unit may be issued per person.

If a resident loses their remote control, it must be reported to Security immediately, who will take the necessary steps to recalibrate the system and issue a new remote control. All costs associated with rectifying Security after a remote control is lost or stolen will be for that resident's account and will be deducted as an addition to their monthly levies and charges.

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

## **7.7 Security – Gate House and Boom**

All residents shall use their remote control to activate the boom for entry and exit to the estate. Should a member not be in possession of a remote control unit, or should the automatic system not be operating, the member may only proceed on being allowed to do so by the guard on duty.

## **7.8 Pedestrian Access**

All pedestrians going through the gates must be registered in advance with Security and must proceed through the pedestrian turnstiles.

## **7.9 Access & egress to and from the Estate**

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

## **7.10 Visitor Procedures**

### **7.10.1 Day Visitors:**

Are defined as any visitor entering and exiting the Estate during the course of one calendar day. All visitors must be confirmed prior to their arrival at Montcalm. Security has been given instructions only to allow visitors' entry after confirmation has been made with the resident. All visitors must produce a visitor's access code, which will be electronically logged in the Security Database System upon arrival and exit.

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

### **7.10.2 Overnight Visitors:**

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

### **7.10.3 Extended Stay Visitors**

Are defined as visitors who will be staying over on the Estate between 2 to 30 days. Owners must accompany their visitors to register them with Security. The visitor will be issued with a temporary visitor access disc, which will be dated accordingly and must be displayed on their vehicle dashboard, so that Security can recognize them and allow them access to and from the Estate for the duration of their visit. Please note the registered resident must be in occupation of the premises over this period. If this is not the case please refer to leases.

## **7.11 Contractor Procedures**

Contractors are defined as any person or company appointed to construct buildings, do alterations to houses or property, landscapers, garden maintenance, and installations of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs",

plumbers or electricians called out for an emergency, or any other person/s who will do work of any kind on the Estate.

All contractors must register with Security and obtain a work permit before entry is allowed. A work permit will only be issued if the person requesting entry is in possession of a valid identity document, which will be copied and kept on file for Security records.

Work permits will be valid for a period of 6-months, after the person requesting access to the estate will need to renew their work permit.

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

### **7.12 Gatehouse**

The Gatehouse is strictly out of bounds, other than to security personnel and other authorized persons.

Abuse of Guards (who have a very specific job to do), is strictly prohibited.

Under no circumstances are guards permitted to open the access or exit booms for any individual without such persons using a remote control or a valid work permit or a valid visitor's access code, as this defeats the whole basis of managing the security of the Estate.

Tailgating (i.e. proceeding through the gate or boom closely behind the vehicle in front of you) is prohibited. This also defeats the whole basis of managing the security of the Estate.

### **7.13 Domestic Alarm Systems**

Residents are encouraged to install an intruder detection system.

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

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



All costs relating to the ICASA license and other network fees for the individual radio transmitter used on the Estate will be for the homeowners account.

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

A Security company has been contracted by the Estate to man and operate the Control Centre and provide response services to both fence and domestic alarms. For all security matters please contact: 032 946 2400 / 086 132 4777

### **7.14 Cyclists & Runners**

If you are cycling or running and wish to exit or access the Estate, you will be required to sign residents access register, both on your way out and on your way back in.

If you are cycling or running with visitors, you will be required to sign them out and in of the Estate, in person.

Always adhere to the above protocol and co-operate with the Gate Security Officer.

## **8 USE OF ROADS / LICENCES**

All the roads within the Estate are on land owned by MHOA. MHOA has reserved its right to allow parties to make use of the roads provided that such parties agree to be bound by the rules of MHOA. The Kwa Dukuza Traffic Department has unrestricted access into the Estate to enforce traffic laws. Roads are for the use of all, whether on foot, cycles, motor cycles, golf carts, cars, buses or trucks.

Since we benefit from an exclusive environment, we need to ensure shared responsibility and extra awareness over all who use these roads; especially parents who need to educate and control their children. No reckless driving will be tolerated on the Estate roads.

### **8.1 Speed Limit**

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

## **8.2 Pedestrians and Cyclists**

Pedestrians and Cyclists must be given the right of way.

## **8.3 Operating Restrictions for Vehicles**

No person shall operate any motor vehicle upon any road within the Estate unless he or she is the holder of a valid driver's licence for such vehicle. Engine powered vehicles; cars and motorcycles may be operated only on roads. Sidewalks and open lawn are 'out of bounds' to vehicles.

Any person found driving a motor vehicle on any road on the Estate, in a manner in conflict with the rules as set out, will be subject to a penalty in terms of the rules of the MHOA. Any subsequent offence of the same nature will attract a greater penalty.

## **8.4 Golf Carts**

Golf Carts are not permitted on the Estate.

## **8.5 Dune Buggies / Quad Bikes / Motorcycles / Motor Scooters**

All drivers of Dune buggies, Quad Bikes and Motorcycles must be in possession of a valid driver's license. Such motor vehicles may only be used on recognized roads. Under no circumstances may they leave recognized roads or be used off-road on the Estate. All these vehicles must be roadworthy, specifically with respect to the correct levels noise and air pollution, and must be registered with the relevant traffic authorities. Motorcycle and Quad Bike riders must wear helmets when driving on the Estate Roads.

## **8.6 Condition of drivers**

The operating or driving of any type of vehicle on the Estate whilst under the influence of alcohol or drugs, which may impede the ability to control such vehicle, is prohibited.

MHOA reserves the right to stop any person suspected of being under the influence of alcohol or drugs whilst driving a vehicle, and preventing such person from driving whilst in that condition. Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

## **8.7 Parking**

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

## **8.8 Caravans and Boats**

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

## **8.9 Scooters, Skate Boards, etc.**

Scooters, skate boards, roller skates and other wheeled devices are allowed to be used on Estate roads, and parking areas.

Both Riders and Drivers of vehicles are requested to be extra vigilant at all times in order to avoid an accident.

## **8.10 Removal Vehicles**

Furniture removals and / or deliveries should be done during working hours Monday to Friday between 8am and 5pm and Saturdays 8am to 2pm only, excluding public holidays.

No articulated vehicles may enter the Estate. This includes removal vehicles with trailers. Persons moving household furniture should be aware of this when arranging their removals and should liaise with security when a problem is foreseen.

It is encouraged that the owner or the owner's representative escorts the furniture delivery vehicles to and from the Estate's gates to ensure there is no damage to Estate roads.

### **8.10.1 Sectional Title Properties**

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

### 8.10.2 Freehold Properties

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

## 9 GENERAL

### 9.1 General Conduct

Respect and general consideration by all owners and residents for all other owners and all users of the Estate should be exercised at all times. Unreasonable disturbance, inconvenience, annoyance, being a nuisance to, or interference with any other owner or resident, or their rights, in any manner deemed by the MHOA to be unacceptable to harmonious living, is strictly prohibited.

### 9.2 Vandalism Policy

The Estate will have a zero tolerance approach towards vandalism. Should an instance of vandalism be reported, Security will attend the scene and investigate. If the perpetrators are identified, and depending on the seriousness of the damage/incident, the Estate may take any of the following steps.

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

### 9.3 Helicopters

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

### 9.4 Domestic and Garden Refuse

All domestic refuse shall be put in black plastic bags supplied by the Municipality and kept in a green wheelie bin purchased by the Owner, in a

suitable place within his property and screened from public or neighbours view.

On prescribed days and times, the bins must be placed by the resident on the sidewalk outside the residence, ready for collection. Bins may not be placed on the sidewalk on any other day. The use of recognised Municipal green wheelie bins are mandatory. Once the bins are emptied by the Municipality services, they should be removed from the sidewalk before 8pm on the same day.

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

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

The disposal of any domestic animal carcass shall be the responsibility of the owner through private arrangements with the local authority, and costs thereof shall be for the owner's account. No domestic animal carcass may be buried on the Estate.

#### **9.5 Recycling**

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

#### **9.6 Slaughtering**

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

#### **9.7 Curing of Meat or Skin**

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

#### **9.8 Signs**

No signs may be displayed on the Estate (giving names of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, for sale, and the like).

This rule shall not apply to the regulation construction notice board required by the Guidelines for the erection of new buildings, nor to Security signs depicting zones on the perimeter fence.

All house name boards must conform to the template indicated in the Architectural Guidelines.

No flags, flag-poles, or radio aerials on poles may be erected on private residential units on the Estate.

This rule shall not apply to the Montcalm Gatehouse, where flags may be flown.

### **9.9 Satellite Dishes**

TV aerials and satellite dishes at individual residences are permitted. Every effort must be taken to conceal the satellite dish from the road and from neighbours. Should this not be possible, the dish should be screened using a hardwood timber screen.

No such devices may be installed without prior approval of Estate Management.

### **9.10 Shade Cloth**

The use of any kind of shade cloth, if visible to residents and neighbours is prohibited, other than on building sites.

### **9.11 Awnings**

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

### **9.12 Advertisements & Publicity Material**

No private, religious or commercial advertising notices or brochures may be distributed around the Estate. This does not include letters or notices to owners from MHOA.

### **9.13 Hooting**

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

#### **9.14 Auctions / Jumble Sales / Garage Sales**

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

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

The lighting of fires in any open space on the Estate is prohibited.

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

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

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

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

#### **9.16 Firearms and Weapons**

Discharging of any firearm, air gun, bow & arrow, catty or other weapon on the Estate is strictly prohibited.

#### **9.17 Fireworks**

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

#### **9.18 Domestic Employees:**

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

All domestic employees must be approved and registered with Estate Security. They must be registered by their employer as and when they are employed. The registration will last for one year, whereupon it will need to be renewed. Each resident must register his or her domestic employees

regardless of whether they are employed by more than one resident and have already been registered.

Non-resident domestic employee access will only be validated for the specific days they are working for the resident.

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

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

### **9.19 Resident Employees and Staff**

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

### **9.20 Au-pairs and Nurses**

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

### **9.21 Parties and Functions on the Estate**

Dinner parties and other social gatherings of reasonable proportions are permitted on the estate.

Functions to be held within the Estate, where more than 30 people may be attending, require the prior approval of the MHOA. An email requesting permission should be sent to the Chairman of the MHOA at least a month prior to the event taking place. Such permission will not be lightly given and, in the unlikely event of permission being granted, cognizance will be taken by the MHOA of the position of the residence in relation to gates and neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as any other matters of importance to the situation, all of which may result in the



possible imposition of restrictions and/or special conditions as may be deemed fit by the Board.

Restrictions imposed on any function shall be strictly adhered to. For the purpose of these clauses “functions” shall mean any celebratory function, party, ceremony, reception, event, or gathering etc. where more than 30 people may be attending.

### **9.22 Decoration and General Aesthetics**

Sculptures, veranda / garden furniture or any other external accessories, decorations, decorative lights, drapes, buntings, umbrellas, signs symbols or whatever which, in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.

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

### **9.23 Drones**

Drones for recreational purposes have been banned on the Estate.

## **10 LEVY PAYMENTS**

The Estate annual levy is collected in 12 equal monthly payments.

### **10.1 Timing of Payments**

Owners must pay levies in full and in advance by the 7th day of each and every month. The MHOA will allow a period of grace of seven days.

### **10.2 Levies in Arrears**

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

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

10.2.3 Owners in arrears after 60 days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings, and all additional interest up to the date of final settlement shall be for the Owner's account. Any balance of the annual levy shall immediately become payable.

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

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

### **10.3 Deductions**

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

### **10.4 Absent from the Estate**

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

### **10.5 Access to the Estate**

In the event of any owner's account being in arrears, the MHOA reserves the right to cancel access to the Estate. (i.e. owner, tenant or visitor access).

### **10.6 Access during a Lease**

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

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

## **11 THE LEASE OF A UNIT**

A “Unit” means: land, stand, dwelling or apartment.

Montcalm is a residential Estate not a resort. Most of the owners at Montcalm are owner-occupiers. By entering into a sale agreement the owners have all agreed to abide by the Rules of the Estate, on the basis that this leads to the improvement of the quality of life on the Estate. Likewise tenants are expected to abide by the Rules.

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

### **11.1 Long Term Leases**

Estate owners must use an Agent to lease their property. Only an agent accredited by the MHOA may be used by any owner. These accredited agents have all attended induction courses, and have passed an accreditation exam whereby they demonstrate their knowledge of the requirements of living at Montcalm as well as the facilities offered by Montcalm.

An owner attempting to lease their home directly, or who has entered into a direct lease, will be fined by the MHOA. Access to the estate for the person or persons leasing the property will be denied until the fine has been paid.

### **11.2 Short Term Leases**

Short-term leases are defined as leases shorter than 1 (one) month. All short-term leases must be done through the sole accredited agent for short term leases. The appointed agent will abide by the protocols set by the Estate.

### **11.3 Time Sharing**

Time Sharing arrangements are not permitted. Units cannot be placed into a “Rental Pool”

#### **11.4 All Leases**

All leases must be done on the standard original MHOA lease agreement and signed by the Lessor & Lessee. The Agent must also sign the lease.

#### **11.5 General Rules of Leasing**

11.5.1 In the event of any Owner entering into a lease agreement, any contravention of the Rules by any Lessee or guest of the Lessee shall be deemed to be a contravention by the Owner and any financial penalty shall be charged to the Owner.

11.5.2 All Lessees are required to abide by the Rules of the MHOA and are liable for the imposition of sanctions including financial penalties, and in the case of any serious breach, eviction, in the event of any breach of the Rules.

11.5.3 Tenants may use the Estate facilities whilst in residence on the Estate, but are subject to all Conduct Rules.

11.5.4 No subletting by a tenant of any property or portion of a property is allowed.

11.5.5 All completed lease agreements must be delivered to the MHOA offices at least 5 working days before commencement of the lease.

11.5.6 In the event of early termination of the lease, MHOA must be notified at least 5 days before the date of termination of the lease.

## **12 SALE OF A UNIT**

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

#### **12.1 General Rules of Selling**

12.1.1 An Owner who wishes to dispose of his property shall, if he requires the services of an Estate Agent, do so exclusively through an Estate Agency accredited by the MHOA.

12.1.2 If the property being sold is a sectional title unit, the body corporate's consent must be obtained & delivered to the MHOA. Final transfer of the property will be subject to MHOA releasing an

Estate Clearance Certificate, which will not be unreasonably withheld, provided all Estate levies are settled in full.

12.1.3 The transferee must agree to become a member of the MHOA.

12.1.4 An Owner will be required to use the MHOA's prescribed documents (including the Contract of Sale), when alienating or otherwise transferring their property on the Estate, which are available from the MHOA offices.

12.1.5 The original signed contract of sale must be sent to the MHOA office to be authorised.

12.1.6 Where an owner wishes to sell a unit privately and does not wish to use the services of an Estate Agency, this may be done, but the final sale document must be forwarded to the MHOA nominated Attorney via the MHOA offices for checking. This arrangement is necessary to ensure all requirements and obligations to the MHOA are complied with prior to the actual sale. The standard MHOA Sale Agreement is to be used.

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

12.1.8 Where an owner sells his unit by auction or through circumstances leading to auction. Viewing is by arrangement through the MHOA, but the auction itself may not take place on the Estate. The standard MHOA Sale Agreement is to be used.

### **13 FAILURE TO COMPLY WITH THE RULES**

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

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

The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of MHOA.

Should any owner or tenant be aggrieved by any decision made by MHOA, they may, within 7 days of such decision, lodge an appeal in writing to the Board, who shall

take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance, giving their reasons for such an appeal.

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

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