



# SERENGETI ESTATES

FORGED BY NATURE

---

## SERENGETI ESTATES PROPERTY OWNERS' ASSOCIATION

(RF) NPC

(Reg no. 2007/013033/08) ("the SEPOA")

### ESTATE RULES AND REGULATIONS

(Where an item is used herein, it shall carry the definition assigned to it in the articles of association of the SEPOA, unless a definition is accorded to it herein)

**Annexure A: Schedule of Transgressions and Penalties**

**Version 8  
Dated 05 July 2013**

## **INDEX**

**INTRODUCTION**

**AIMS, OBJECTIVES AND RESPONSIBILITIES OF SERENGETI  
PROPERTY OWNERS' ASSOCIATION, AND GENERAL  
INFORMATION**

**RULES OF THE PROPERTY OWNERS' ASSOCIATION**

**FAILURE TO COMPLY WITH THE RULES**

**CONFLICTING PROVISIONS**

## INTRODUCTION

1. Serengeti Golf and Wildlife Estate (“SERENGETI” or “the Estate”) will be a high security, gated, residential golf and wildlife estate. SERENGETI will amongst other include, in addition to the residential aspect, also parks and other open spaces, a golf course, golf corridors, conservation areas, a hotel, school, equestrian centre, various recreational facilities and a village square with various shops.
2. Living on our Estate will mean being part of a community of people who share a secure and high quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with others’ enjoyment.
3. The Estate is generally managed and controlled by the SERENGETI Property Owners’ Association (“SEPOA” or “the Association”). The Board of Directors of the Association (“the Board”), in terms of the Memorandum and Articles of Association (“the Articles”), is given the power to make rules for the management, control, administration, use and enjoyment of the Estate (“the Rules”). The Board has the power to substitute, add to, amend or repeal any rule.
4. The Board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any rule by application to the courts.

## **AIMS, OBJECTIVES AND RESPONSIBILITIES OF SERENGETI PROPERTY OWNERS' ASSOCIATION, AND GENERAL INFORMATION**

### **AIMS AND OBJECTIVES**

5. To promote the development and maintenance of all properties within SERENGETI and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit therefrom for the entire SERENGETI community.
6. To enforce the provisions relating to the development and architectural controls for SERENGETI, as set out in the Architectural and landscaping guidelines ("the Guidelines"). In particular, and in no way detracting from the generality of the aforesaid, to ensure that all buildings and other structures erected on SERENGETI, as well as any external fixtures or fitting attached thereto, comply with the aforesaid controls and generally to ensure that the external appearance of all buildings and other structures and all gardens and other areas on SERENGETI, comply with the standards set out in the aforesaid documents.
7. To promote, advance and protect the interest of members generally and to co- operate with the Local Authority, Provincial Government and all other appropriate authorities for the benefit of the Association and its members.
8. To represent the interest of members and to provide a united voice by which such interests may be expressed.
9. To collect levies and other contributions towards funds of the Association for the attainment of the objectives of the Association or any one of them.
10. To maintain open spaces, internal roads and other common areas within SERENGETI, which the Association may own or may otherwise be responsible for, and to make and enforce regulations governing the use thereof by the Members.
11. To preserve the natural environment on SERENGETI generally, and also specifically in accordance with the Environmental Management Plan ("the EMP").
12. To manage and oversee the Dolomite Risk Management Program as amended from time to time.
13. To regulate the day to day running of the Estate, including:
  - 13.1 The conduct of any person within SERENGETI and the prevention of any nuisance of any nature to any member.
  - 13.2 Imposing fines and other penalties upon members disobeying the Articles, the Guidelines or the Rules.

## **GENERAL INFORMATION**

### **14 The Development**

14.1 SERENGETI is situated between Pretoria and the Johannesburg International (Oliver Thambo) Airport, on the R21 highway. It is located within natural grasslands and valleys. The estate is planned to compose of approximately 1700 residential units spread over 500 hectares. In addition to this, there is a conservation area of approximately 350 hectares. The golf course has been designed by Jack Nicklaus, and will make best use of the natural features and beauty of the location.

### **15 The Developers**

15.1 The development company is African Kingdom Holdings (Pty) Limited.

### **16 Ekurhuleni Metropolitan Municipality**

16.1 SERENGETI falls under the Ekurhuleni Metropolitan Municipality. Rates and taxes are payable to the Municipality to cover the costs for council services, and these will be included in the levies of members.

16.2 Building and landscaping plans are required to be submitted to and passed by this authority, after being passed by the Association.

16.3 Utility services are provided in good faith and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous basis. However, as with any house in any suburb of any town in the country, no guarantee can be given that all services will operate fully throughout every 24 hour period year in and year out. Outages do occur and such temporary inconveniences do not empower members to reduce the required payments to the local authority, or to reduce levies payable to the Association.

### **17 SERENGETI Property Owners' Association**

17.1 Our office is physically situated at the Estate Management Centre, 1 Serengeti Boulevard, Witfontein Ext 37, Serengeti Golf and Wildlife Estate, Kempton Park. The Association is an association of all property owners at the Estate, and to this Association is assigned the job of managing and running the Estate to the benefit of all. It is a legally registered association not having a share capital – i.e. it is a section 21 Company not for gain – it therefore does not pay dividends and does

17.2 not distribute assets to its members. The Association and its operations are legally imposed by its registered Articles of Association together with its Rules which lays down all definitions, procedures and regulations. The full Articles of Association and Rules are available to all purchasers.

### **18 Membership**

18.1 With the purchase of a property (i.e. a stand or a dwelling) goes the obligatory membership of the Association which, in turn, confers the voting rights as set out in the Articles. Multiple ownerships (joint ownership, trusts, close corporations, companies, bodies corporate, etc) are required to nominate one

party only as 'the principal member' who will then exercise the voting rights. Owners may not resign their membership.

## 19 Management of the Association

19.1 SERENGETI is run by the Association and its members. The directors are appointed in terms of the Articles, which provide that the Developer shall have the majority of directors during the development period. The Directors are elected by the members at the annual general meeting. The main objectives of the Association, through the Board, are to control, manage and administer SERENGETI and to maintain the common property.

19.2 In furtherance of this, the Board may:

- 19.2.1 Hire, contract or assign officials or firms to carry out services.
- 19.2.2 Raise funds, to accomplish their duties, by way of levies.
- 19.2.3 Appoint individuals or committees as required for advice and assistance.
- 19.2.4 Accredite agencies or businesses to carry out work on the Estate

19.3 The Board's overall aim is to establish, nurture and maintain a culture of a co-operative, contented and unique quality life-style on the Estate, whilst efficiently running the day-to-day functions and maintaining and improving the value of the Estate as a whole.

19.4 To help achieve these objectives, the Board appoints Committees, normally with residents as members, to contemplate on matters regarding the running of the Estate and to make recommendations, suggestions or requests on any potential or perceived problems.

19.5 The Board, as such, sets the policy, and appoints staff to carry out that policy and to physically perform the day-to-day running of the Estate.

19.6 The day-to-day running of the Estate is the responsibility of the Estate Manager. As the Estate has a golf course and conservation areas as its main features, there is an obligation imposed on all owners to contribute to the maintenance of these facilities. All owners derive benefit from the maintenance of these facilities, whether they play golf or not and whether or not they access the conservation area. Accordingly, a portion of the levy goes towards the golf course corridors and conservation maintenance. Golf playing owners/members will also pay annual subscriptions and green fees.

## 20 Conservation Trust

20.1 The land owned by the Serengeti Conservation Trust will not attract any levy contribution. The Property Owners' Association will have representation on the Trust. The main objectives of the Conservation trust are to form a platform for ownership of conservation land, ownership of game, rehabilitation & maintenance programmes for the demarcated conservation area, acquiring and administering of funding for projects. The Property Owners' Association will contribute financially to the Conservation Trust.

## RULES OF THE PROPERTY OWNERS' ASSOCIATION

### 21 Regular revision and publication of Rule

- 21.1 As from the date of proclamation of the first township in the Estate these rules shall all apply and all Residents and Owners shall be required to abide thereby. Subject to any entrenched rules. The Board has the power to make, add to, amend or repeal these rules. Any such variations will become applicable to all Owners as defined.
- 21.2 These rules may be re-printed on a regular basis, and may include any changes or amendments made in the preceding period. The rules will also be available on the Estate's website, at [www.serengeti-estates.co.za](http://www.serengeti-estates.co.za) and the portal at [www.portal.serengeti.co.za](http://www.portal.serengeti.co.za)
- 21.3 For the purpose of these rules, "Owner" or "Member" means a Purchaser, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee, Employee, Customer / Client or Guest.

### 22 Conflict of existing practice with new Rules

- 22.1 Any existing practices in conflict with the new rules shall cease immediately, unless otherwise resolved as follows:
- 22.1.1 Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may be approached via the Estate Manager, requesting (or the Board in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

### 23 Contravention of Rules by "Others"

- 23.1 In the event of any breach of the rules by the members of a Member's household, his guests, lessees, clients, invitees/guests or employees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the a foregoing, the Board may take or cause to be taken such steps against the person actually committing the discretion as they in their discretion may deem fit

## SERENGETI BUDGET, BASIS OF ALLOCATION OF COSTS, AND ASSOCIATED RULES

### 24 The Budget

- 24.1 The Financial year runs from 1st July to 30th June the next year. For budget purposes the budget year is from 1st January to 31 December. Funds required to run and operate the complete Estate are estimated in advance for each year. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general and in particular of its common property, excluding the golf course and

golf course related stands and property which will be the responsibility of the entity which operates the golf club. If applicable, estimated income for the year from any other source than from property owners is deducted from the overall expenditure, resulting in a net budget – i.e. the levy.

- 24.2 The budget is not a forward invoice – it is an estimate. Any end of – year actual deficit can be collected from owners. Similarly, any excess can be used for keeping the levy increase to a minimum, or it can be transferred to the Reserve Fund (levy stabilization fund).

## 25 Payments

- 25.1 Owners must pay levies in full and in advance by the 1st day of each and every month.
- 25.2 Owners in arrears at the 7th of the month shall pay interest, (at 3% above the current prime overdraft rate of Nedbank), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- 25.3 Owners still in arrears after 30 days must pay immediately on being billed the full amount overdue, plus the next levy due, plus interest (at 3% above the current prime overdraft rate of Nedbank) on the full overdue amount up until the date of payment.
- 25.4 Owners in arrears after 60 days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account, on an attorney and client scale. Any interest on, or collection fees for overdue levies, shall be considered to be part of the levy and treated as such.
- 25.5 Levy amounts may not be reduced to offset for whatever reason against real, perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Association.
- 25.6 Owners who are "away" at month-end must make arrangements to ensure the Levies are paid by due date. (Being "on "holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of Levies).
- 25.7 Members must effect payment by way of debit orders, which can be signed for at the offices of the Association, and which are controlled by the Association and submitted to the Bank by the Association's accounting agent. In the event of a Member electing not to pay his levies by way of debit order, but by way of an electronic transfer, such transfer must be affected by the 7<sup>th</sup> of the month. Owners in the arrears at the 7<sup>th</sup> of the month shall pay interest, (at 3% above the current prime overdraft rate of Nedbank), and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up until the date of payment.
- 25.8 The final number of properties to be developed in the Estate is expected to be approximately 1700 (excluding the hotel). Property owner's levies will become payable by the owner of the property on the first registration and transfer of the property. The owner shall pay the first three months' levies in advance,



upon signature of his transfer documentation. Until such time as a sufficient number of properties have been transferred, the Developer may fund any shortfall in operational expenditure, on loan account to the SEPOA.

- 25.9 The consolidation of two residential 1 stands is allowed, subject to approval by the SEPOA and municipality, and subject thereto that the owner of such consolidated stand shall be liable to the SEPOA for levies applicable to two stands, as well as rates and taxes on the consolidated stand as determined by the municipality.

## 26 Reserves

- 26.1 In all residential community developments there is an ongoing requirement for maintenance and renewal of common property (security fences, gate houses, pools, etc) and of general utilities (roads, storm water drainage, etc.) as and when necessary.
- 26.2 The reserve fund is included in the levy to cover these future planned maintenance items and renewals, whereby an amount is collected each year towards meeting expected expenditure in the future. This is all based on a planning schedule.
- 26.3 The Levy stabilization fund is established as a reserve from the annual contributions and possibly from any excess recovery. It is specifically for the purpose of meeting any extraordinary expenditure or expenditure of a capital nature, thereby providing a buffer for the levy.

## 27 Municipal Rates

- 27.1 The Owner of each property is responsible to the Municipality for the payment of rates. The Developer and the Association **has no control over the basis of valuation** and rates payable by the property owner to the Municipality.

## 28 Internet and communication

- 28.1 In accordance with the Information Technology manual determined by the SEPOA.

## 29 Garden and Common property Maintenance

- 29.1 The Estate is laid out to a properly planned and horticulturally designed theme. All common area gardens and open spaces, around gatehouses, islands in roadways, sidewalks, water features and at community facilities, as well as the out of play areas of the golf course corridors are maintained by the Estate gardening contractor at a cost included in the Estate levy.
- 29.2 An acceptable standard of garden design and garden maintenance is required by the Association. The garden service contractor may not offer less than the minimum standard, nor may the owner accept less. Owners are to negotiate their own contract with the garden services accredited by the SEPOA, and are responsible for the conditions of payment. Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner or Body Corporate to carry out the necessary improvements within a specified time. During the development period, and due to security reasons, the Association

will appoint a garden maintenance contractor to maintain the erven of owners, and the cost is for the owner.

- 29.3 Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.
- 29.4 No trees may be cut down or removed from the common property areas on the Estate without the written permission from the SEPOA. Trees on the Golf Course corridors may not be cut down (nor may the landforms on such corridors be amended) without the permission of the golf course owner. Plant lists are available from the Estate office identifying what may or may not be planted.

### **30 Property Maintenance**

- 30.1 Common Property is maintained by the Association and the cost is part of everyone's levy.
- 30.2 Freehold Houses – The maintenance of a freehold house internally and externally including all railings, gardens, fencing and roof is the responsibility of the owner and is therefore not taken into account in the Levy. Owners are required to maintain the exteriors of their houses and gardens to the high standard expected in the Estate.
- 30.3 Sectional Title Residences – The maintenance of the interior of a sectional title unit, as well any exclusive use or sole utilization areas, is the responsibility of the owner. Maintenance and repairs of the exterior of the unit including all railings, decks, fencing and roofs are the responsibility of the body corporate of each sectional title development, through their elected Directors.
- 30.4 Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner, or Body Corporate, to carry out the necessary improvements within a specified time. Should the Owner or Body Corporate fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner or Body Corporate, which amount shall be deemed to be part of the levy due by the Owner or Body Corporate.

### **31 Household Appliance Repairs**

- 31.1 General repairs of appliances as well as plumbing and electrical installations in a house or sectional title unit are the responsibility of the resident, in accordance with the builders' code of conduct.

### **32 Post**

- 32.1 A physical street address on SERENGETI is not a valid postal address as no postal deliveries are made on the estate. It is therefore essential that a P O Box address is obtained by each member. The availability of Post Boxes at the Village Square is to be confirmed.

### 33 Recreation

33.1 There are certain recreational facilities available on the Estate, which are subject to the Rules. Residents are asked to treat these facilities with respect as they are shared by all.

### 34 Disclaimer of Responsibility

34.1 The Association shall not be liable for any injury to any person, damage to or loss of any property to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof, nor shall the Association be responsible for any theft of property occurring on the Estate. Members shall not have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them. The Members indemnify the Association against all claims in line with the above.

### 35 Damage from Golf Balls

35.1 Under no circumstances can the Association, the club, the golfer or the developer be held liable for any damage or injuries caused by golf balls hit on the Estate, save in the event of damage or injury caused by malicious or intentional hitting of golf balls not hit in the furtherance of a *bona fide* golf game, in which event the golfer or person responsible for the damage or injury shall be personally liable for such damage or injury.

### 36 Queries / Suggestions / Complaints

Management is always willing to assist with reasonable enquiries. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority. In the first instance, all complaints, problems and suggestions should be directed in writing to the Estate Manager. The Manager is charged with the responsibility to take appropriate action. In circumstances regarding perceived fears or insecurities, an interview may be requested with the Estate Manager.

### 37 The Serengeti Golf Club

37.1 The costs of operating the Golf Club are independent of the Estate, subject to 36.3 below. The Serengeti Golf Club is governed by its own Board of Directors, independent from the Estate, and the rules governing the Golf Club and its members are prescribed by the Articles of Association of that Company and its Board of Directors.

37.2 Members shall at all times abide by the Rules of the Club.

37.3 Every homeowner shall be obliged to become a Country Club member of the Serengeti Golf and Country Club, which will entitle the homeowner to the use of the Country Club facilities (excluding golf, the gym and spa). The SEPOA will pay to the owner of the Serengeti Golf and Country Club (and debit the Purchaser's levy account) with a Country Club membership fee of R200 per month, which amount will escalate annually in accordance with CPI, or by a greater percentage if so determined by the Association.

## ARCHITECTURAL GUIDELINES

### 38 Construction of dwellings

38.1 All houses/dwellings on the Estate are to be designed and built by Architects and building contractors accredited by the SEPOA, and all gardens are to be maintained by accredited garden maintenance services.

38.2 All building contractors must comply with the Contractors code of conduct determined by the SEPOA.

### 39 Designs to comply with guidelines

39.1 The design and construction of all proposed new buildings, extensions, alterations to buildings, fences, gardens and any material change, must be approved by the Association prior to any work being commenced in accordance with the architectural and landscaping guidelines ("the Guidelines"). In addition, the required Local Authority approvals must be obtained.

### 40 Plan approvals

40.1 The procedure to be followed in respect of the submission and approval of plans are included under the Architectural Guidelines.

## OCCUPATION

### 41 Certificates of Completion

41.1 No dwelling may be occupied without first having been cleared by the Association's certificate confirming that the buildings have been erected in accordance with the approved building and landscaping plans, that the building is fit for occupation, and that the requirements of the Guidelines have been met. The Local Authority's Occupation or Beneficial Occupation Certificate is also required prior to occupation.

41.2 If a member take occupation of a dwelling without complying to 41.1, he will be liable for a penalty of R2000 per day.

## SECOND DWELLING

### 42 Second dwellings

42.1 Second dwellings may only be erected in accordance with the second dwelling policy determined by the SEPOA.

## USE AND OCCUPATION OF A UNIT

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

### 43 Use of a Dwelling

- 43.1 A unit may be used for residential purposes only.
- 43.2 No Member may conduct any business on his / her property unless such Member has applied in writing to the SEPOA to conduct such business. The SEPOA will consider the application on merit, after taking into consideration the following:
- 43.2.1 Any relevant SEPOA policy
  - 43.2.2 The compliance with Municipal by-laws;
  - 43.2.3 Increased traffic;
  - 43.2.4 Parking – employees and customers;
  - 43.2.5 Signage;
  - 43.2.6 Disturbance to other residents and community as a whole;
  - 43.2.7 Number of employees;
  - 43.2.8 Hours of business;
  - 43.2.9 The consent of all neighboring and effected owners
- 43.3 The SEPOA in its absolute discretion shall determine whether a Member is conducting a business in contravention of these rules.
- 43.4 Guesthouse will only be allowed on the Eco lodges on the Eastern side of the Estate, in accordance with the Policy guidelines issued by the Directors and subject to the expressed written consent of the Directors.
- 43.5 Home offices and guest houses must furthermore comply with the applicable home office and guest house policies determined by the SEPOA.

#### **44 Occupation**

- 44.1 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.

#### **45 Drying of Washing**

- 45.1 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, the golf course, the conservation area or any of the common areas and must be reasonably screened from the direct view of neighbors.

#### **46 Storage of Harmful Substances**

- 46.1 No harmful or inflammable substances 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.

### **THE RIGHT TO KEEP AND CONTROL PETS**

- 47 The Local Authority by-laws relating to pets will be strictly enforced.
- 48 An Owner must obtain the approval of the Association prior to keeping any pets. All cats must be spayed. No breeding of any animals is allowed. No pets are allowed to

roam the streets, common property areas, golf course or neighboring properties. Pets must be walked on a leash in common property areas. Should any excrement be deposited in a common property area, the immediate removal thereof shall be the sole responsibility of the owner of the pet.

- 49 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification will be apprehended and handed to the Municipal Pound. The SEPOA reserves the right to request insist that the owner remove a pet should it become a nuisance within the Estate in the opinion of the Board.
- 50 Accommodation for pets must be sited out of public view and appropriately screened from neighboring properties.

## **SECURITY AND ACCESS CONTROL**

- 51 In accordance with the security and access control manual determined by the SEPOA.
- 52 It is specifically recorded that the Serengeti Security force may, with the consent of the Estate Manager, enter a dwelling to investigate a perceived security breach.
- 53 No burglar alarm may be operated on the Estate unless it is linked to an armed response service of the Estate, which has the capability to disarm it.

## **USE OF ROADS**

- 54 The roads on the Estate, in spite of being 'private', are in fact used by the public. Because of this, and for the safety of all Residents and road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, which places extra responsibility and awareness on all who use these roads and particularly on all adults and especially parents who need to educate and control their children.

### **55 Speed Limit**

55.1 The speed limit throughout the Estate is as designated by the traffic signs:

- 55.1.1 Serengeti Boulevard 60 kilometers per hour.
- 55.1.2 Sunset Boulevard 40 kilometers per hour.
- 55.1.3 Rest of Estate 40 kilometers per hour.

55.2 Any person found driving in excess of the prescribed speed applicable (See para 55.1) to the specific area, or in a dangerous manner, will be subject to a warning for the first offence and or penalised in terms of the schedule of penalties and transgressions (Annexure A). Subsequent offences will be referred to the Rules Committee. The modes and methods of speed measuring shall be in the sole discretion of the Directors, and such measured speed shall be conclusive proof of the speed driven by any person.

### **56 Pedestrians and Golfers**

56.1 Pedestrians must be given the right of way. Golfers at their applicable crossings also have right of way. Golf carts shall have the right of way over other vehicles within the Estate.

## **57 Operating Restrictions for Vehicles**

57.1 No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's license or, in the case of a golf cart, a valid cart permit issued by The Golf Club. Engine powered vehicles, cars and motorcycles may be operated only on surfaced roads. Sidewalks, open lawn areas and cart paths are 'out of bounds' to vehicles. Any person found driving a motor vehicle on any road on the Estate, for which they do not hold a valid driving license, will be subject to a fine of R200 for the first offence. Any subsequent offence of the same nature will attract a fine of R2, 000. Any person found to be driving a motor vehicle on one of the unsurfaced roads in the Conservation area will be subject to a fine of R2, 000 for the first offence. Any subsequent offence will attract a fine of R10, 000 and the suspension of all access privileges to the conservation area.

57.2 Clause 108.2 is relevant in the imposition of the above fines.

58 Private golf cart movement is not allowed on golf cart paths dedicated to golf envelopes. However, the use of golf carts and bicycles within the estate is promoted by setting aside dedicated cart paths and bicycle lanes on road reserves and pavements. Jogging along paths is also permitted outside of normal golfing hours.

59 Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede the driver's ability to control the vehicle, is prohibited. 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.

## **60 Parking**

60.1 Parking on sidewalks and open lawned areas, or in front of driveways to residences is prohibited, and parking may only be done in areas so designated for that purpose.

## **61 Quad Bikes/Dune Buggies/ Off-road Vehicles**

61.1 The use of quad bikes, dune buggies, go-carts, off-road vehicles etc, within the Estate is strictly prohibited.

## **62 Caravans and Boats**

62.1 Caravans, trailers, boats, etc. must be sited out of public view and appropriately screened from neighboring properties.

## **63 Golf Carts**

63.1 Only battery operated golf carts are permitted.

63.2 With the exception of golfers during golf activities, golf carts may only be driven by persons in possession of a valid driver's license.

63.3 They may not be driven across lawns, on common property or around parking areas and must stay strictly on the internal Estate roads or on cart paths or on the golf course when playing a legitimate round of golf.

63.4 It is illegal to drive golf carts on public roads outside the Estate.

- 63.5 The Club and the Association require the registration of all golf carts on a yearly basis at a fee that are determined by the Directors.
- 63.6 Golfers driving golf carts during golfing activities are subject to the rules of the Golf club.
- 63.7 The SEPOA will issue a permit to all golf carts to be used on the Estate.
- 63.8 A trail fee will be levied as determined by the Directors.
- 63.9 The colour of golf carts is limited to Estate Colors
- 63.10 The type and specifications of Private owned Golf Carts Policy to be determined at a later stage

#### **64 Skateboards, In-line Skates, Roller Skates**

- 64.1 In the cause of safety, parents are obliged to instruct their children to stop skating and get off the road as soon as any vehicle approaches.

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

#### **65 Country Club Members**

- 65.1 All owners will become County Club members of the Serengeti Golf and Country Club. This membership entitles owners, their families and guests access to certain facilities in terms of the rules laid down from time to time. Levies will include the costs of maintenance and upkeep of these facilities.

#### **66 Estate Swimming Pool**

- 66.1 In the event of an Estate swimming pool being built, swimming will be allowed only between the hours of 05h30 and 21h00 each day. An adult must continuously accompany children under the age of 10.
- 66.2 Radios and music players, if used around the pool, should only be at very soft and muted volumes. No person shall use the pool in a manner so as to interfere unreasonably with the amenity of other users.
- 66.3 No pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only the appointed persons (outside agents or specially authorized residents) may operate the equipment.
- 66.4 Surfboards, cold drink cans, glass of any nature and hard objects of any sort are prohibited in the pool.

#### **67 Community Facilities**

- 67.1 Community facilities are for the use of members and their guests only. The facilities may be booked for special communal functions or occasions for Estate residents through the Association's office. Exclusive use is not permitted, and access by other residents to the facilities will be permitted during such functions. Private use of the facilities by outsiders is not permitted.



67.2 Under no circumstances may community furniture or equipment be removed from the facility. It is the duty of whoever uses the facility to leave the place in a clean and tidy condition.

67.3 Any damage to facilities is to be reported to the Estate Manager and if any such damage is due to the actions of a resident, any repairs will be to their account.

## **68 Dams / Lakes / streams and rivers**

68.1 Lakes/streams/dams/rivers, etc where they are part of the Estate, have certain area of "common property" around them. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto the lakes/dams/rivers.

68.2 Swimming, boating, floating or sailing in any of the dams, lakes, streams or rivers is prohibited.

## **69 Camping**

69.1 Private camping is not permitted anywhere within the Estate.

## **70 Picnicking**

70.1 Picnicking is not permitted on any common property under the jurisdiction of the Association, other than in areas specifically demarcated for such use.

## **71 Fishing**

71.1 Fishing is permitted in some of the designated dams and rivers under the jurisdiction of the Association, using light dam or river rods.

71.2 The use of large rods and any form of net is prohibited.

71.3 These dams will be clearly demarcated as available for fishing.

71.4 Fishing is only allowed on a catch and release basis.

## **72 Weapons, Fireworks etc**

72.1 No firearm, pellet gun, catapult, bow and arrow or any other weapon may be used on or in the vicinity of the Estate.

72.2 No fireworks of any description may be used anywhere on or in the vicinity of the Estate

## **CONSERVATION AREA**

### **73 Conservation area**

73.1 As there is an abundance of wildlife on the Estate, members are welcome to enjoy the conservation area but no plants or animals may be killed or removed from the Estate. No items of archeological significance should be removed from the position in which they are found.

- 74 No private vehicles are allowed to traverse any roads in the conservation area. Access to the conservation area will only be permitted in designated specialized game vehicles, on horseback, bicycles or on foot.
- 75 Property owners and their guests are expressly forbidden to feed any of the wildlife on the Estate, as this has wide reaching implications.
- 76 All activities are to be undertaken in accordance with the game management plan and / or the environmental management plan in force from time to time.

## GENERAL

### 77 General Conduct

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

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

77.3 The following Rule is unanimously approved by the Board, Item 1/EM (8/05/2013), and shall be enforced in terms of paragraph 5.1.19 of the Articles of Association read with clause 13 of the Estate Rules and Regulations with immediate effect:

77.3.1.1 No member shall, through his/her/its actions or the actions of his/her/its family or representatives or through any media in any way, in writing, verbally or by any other means bring the Estate in general, the Estate brand or the SEPOA in disrepute.

77.3.1.2 In addition to paragraph 77.3.1.1 (but not in any way limiting the scope of paragraph 77.3.1.1) no member shall publicly divulge or display any information peculiar to any dispute which may exist between the member and the Board and/or any trustee of the Board and/or any other member which is subject to formal legal proceedings (*sub judice*) and/or which is not factually correct and accurate and/or which is merely the member's opinion.

77.3.1.3 In the event of breach of any of the rules stipulated in any of the Articles of Association or the Estate Rules and Regulations or any other regulatory document of the SEPOA, the Board of the SEPOA shall be entitled, notwithstanding any other fine or sanction which may be imposed in terms of the Estate Rules and Regulations or the Articles of Association or any other regulatory document of the SEPOA or any other resolution by the Board of the SEPOA, to suspend for a period as determined by the Board any one or more or all of the following privileges of a member:

77.3.1.3.1 Access to the Country Club, Recreational and Conservation facilities

77.3.1.3.2 Use of access card to the estate

77.3.1.3.3 Hospitality privileges of a member

77.3.1.3.4 Voting rights at AGM's or any other meeting where members may cast a vote

77.3.1.3.5 The right to be present at the AGM's or any other meeting where members may be present.

77.3.1.3.6 Access to minutes of meetings of members, access to financial records of the SEPOA

77.3.1.3.7 Complete membership of a member

## 78 Helicopters

78.1 No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Estate Manager. It is possible that a helipad will be established on the estate at some future time.

## 79 Domestic and garden refuse

79.1 All domestic refuse shall be put into black plastic bags purchased by the owner and kept in an animal proof bin, purchased by the Owner, in a suitable place within his property and screened from public or the neighbors' view. On prescribed days and times the bags must be placed by the resident in the animal proof collection bins ready for collection.

79.2 Garden refuse may be put out with domestic refuse but in green bags as directed under upkeep and maintenance of gardens. Garden maintenance services should be contracted to remove garden refuse as part of the contract.

79.3 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 refuse contractor or a private contractor, and all costs thereof shall be for the Owner's account.

## 80 Swimming pools

80.1 Plans for swimming pools must be submitted to and approved by the Association and any other relevant authority, as per any other external building work, before work may commence.

80.2 Swimming pool water may not be emptied into streets but must be channeled into the sewer system, or as directed by the Association or Local Authority.

## 81 Use of machinery

81.1 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbors is strongly discouraged after normal working hours unless there are exceptional circumstances. With the exception of machinery used on the golf course, use between 19h00 and 07h00, and after 13h00 on Sundays and on Public holidays, are strictly prohibited. All building work, whether undertaken by a contractor or by the property owner, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given by the Association.

## 82 Signs

82.1 No signs may be displayed on the Estate (giving the name of builders, decorators, furnishers, alarm companies, garden installers, garden maintenance contractors, and the like). This rule shall not apply to Security signs depicting zones on the perimeter fence.

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

82.3 No radio aerials may be erected on private residential units on the Estate.

### **83 Adverts/Publicity Material**

83.1 No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate without the permission of the Board. This does not include letters or notices to owners from the Association.

### **84 Hooting**

84.1 The use of car hooters within the Estate to beckon or attract the attention of residents or servants is prohibited.

### **85 Auctions/Jumble Sales/Garage Sales**

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

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

86.1 The lighting of fires in any open space on the Estate is prohibited unless for the express purpose of braaing at an authorized function, or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose at a community or picnic site.

86.2 Disturbing, collecting or destroying of plant material is prohibited except by authorization from the Estate Manager.

86.3 Disturbing, harming or destroying any wild animal or bird is prohibited.

86.4 Should wild animals become a nuisance, the problem should be brought to the attention of the Estate Manager.

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

86.6 The pollution of any river, rock pool, lake, dam, pond or stream is prohibited.

### **87 Domestic Employees**

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

- 87.2 Every domestic employee, prior to being engaged to work in the Estate, must be registered by the owner with Security via the Association's Office and issued with an Access Card.
- 87.3 The registration will last for one year or until revoked by the resident, whichever occurs first, whereupon it has to be renewed. When a domestic employee is discharged the owner must immediately inform the Association's Office to allow cancellation of the access disc and card. All discs automatically expire 12 months after issue and have to be reprogrammed by Security upon confirmation the employee is still in service.
- 87.4 Non-resident domestic employee access will only be validated for the specific days they are working for the resident. Each resident must register his or her domestic employees regardless of whether they are employed by more than one resident and have already been registered.
- 87.5 Casual workers shall be treated in the same manner as building contractor staff and shall be escorted by the owner and recorded in and out at the gates each day. Owners shall be responsible to ensure their employees /workers comply with all security requirements as well as all rules of the Estate.
- 87.6 Only two domestic employees per household may be housed on the Estate. If a domestic employee is resident within a household, Security has to be advised at the time of registration.
- 87.7 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 Manager.
- 87.8 All domestic employees, whilst on duty on the Estate, are obliged to wear the Identity Card issued to them by Security.
- 87.9 These rules are in addition to the rules set out in the security and access control manual determined by the SEPOA.

## **88 Transport**

- 88.1 Domestic employees coming from outside the Estate must utilize their employer's or public transport to and from the entrance to the Estate.
- 88.2 They must utilize their employer's or the Estate transport (if provided) to and from the entrance and their places of employment. They are not permitted to wander around the Estate. If no such transport is available, they are to use recognized paths and roads. They are not permitted to walk across the Golf Course.

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

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

## **90 Temporary domestic workers**

- 90.1 A temporary permit must be obtained through security for domestic employees working for no more than 5 days. The domestic employee must hand in a valid

Identity Document every day on entry to the Estate. This will be returned when the employee leaves. A domestic employee working for more than 5 days must obtain a temporary access disc from Security.

- 90.2 Temporary domestic employees are not permitted to use Estate Transport and may not walk on the Estate, but must be picked up and dropped off at the gatehouse by the employer.

## **91 Parties and functions on the Estate**

- 91.1 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 private residences within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of and inconvenience to other residents.
- 91.2 Special permission for a function to be held within the Estate, where more than 30 people may be attending, must be timeously sought, prior to the proposed date of such function. In the event of permission being granted, cognizance shall be taken by the Association of the position of the residence in relation to gates and to neighbors, 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 Board. Restrictions imposed on any function shall be strictly adhered to.
- 91.3 No religious activities (including funerals of any kind) may be conducted, with the exception of such activities conducted inside the dwelling and without disturbing neighbors in any way. No slaughtering of any kind is allowed.

## **92 General Aesthetics/Standards**

- 92.1 Verandah/garden furniture or any other external appurtenances, 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.

## **93 Residential Guests**

- 93.1 In accordance with the Security and Access control manual determined by the SEPOA.

## **THE LEASE / SALE OF A UNIT**

(NB: "Unit" means land, stand, dwelling, sectional title unit, residence or part thereof)

- 94 The consent in writing of the Association must be obtained prior to the renting/leasing of a unit, or a portion of a unit, which consent, subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance letter must be obtained from the Association. Every lease agreement shall contain a provision to the effect that the lessee will be bound by the memorandum

and articles and these rules, and shall have the Association as a party to the agreement to enable the Association to enforce the memorandum and articles, and the rules in such lessee.

- 95 Lessees must be of suitable standing befitting the Estate, and the names and identity numbers of such lessees must be provided to the Association along with the request for permission to lease, and a statement as to the duration of the lease. (The names are required for entering on the register of residents and for security identification and issue of access cards).
- 96 The Owner must inform the lessees of the rules of the Estate, and must be aware any contravention of the rules by any lessee shall be deemed to be a contravention by the Owner.
- 97 Any tenants of any dwelling on the Estate must be interviewed and approved by a representative of the Property Owners Association, whose approval (in the absolute and sole discretion of such representative) will be final.
- 98 The consent to sell or transfer a property within the Estate must first be obtained in writing from the Association and the selling/transferring Owner must have satisfactorily settled all his obligations to the Association prior to consent being given.
- 99 The transferee must agree to become a member of the Association.
- 100 An owner shall be required to use the Association's prescribed documents (including the Contract of Sale, SEPOA rules, the Guidelines and Builders' code of conduct) when alienating or otherwise transferring his property on the Estate;
- 101 Undeveloped stands may only be sold through Serengeti Golf and Wildlife Estate Marketing (Pty) Limited ("Serengeti Marketing"), while the Seller still has proclaimed or unproclaimed stands to be sold;
- 102 Property on the Estate for which an occupancy certificate has been issued by the Local Authority may be sold through the agency of an estate agency accredited by the Property Owners' Association, or be sold personally by the Purchaser;
- 103 If an owner fails to comply with this Rule 101, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects;
- 104 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 arranged through an accredited Association Estate Agency for which a fee is charged. (This arrangement is necessary to ensure all requirements of, and obligations to, the Association are complied with prior to the actual sale).

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

- 105 Failure by an Owner to comply with any provisions of any rules may result in:
  - 105.1 a call for an explanation and/or an apology, and/or
  - 105.2 a reprimand and a request to comply, and/or

- 105.3 the imposition of a fine (which shall be deemed to be a part of the levy due by the Owner), and/or
  - 105.4 the withdrawal of any previously given consent applicable to the particular matter, and/or
  - 105.5 refusal of access to TV antennae or connections or internet network, without the intervention of a Court and on the basis of automatic voluntary surrender of access in the event breach of the Rules; and/or
  - 105.6 an order to pay for damages resulting from non-compliance with any rule, and/or
  - 105.7 application to the Courts for the enforcement of the rule/s, including the right to obtain an interdict to remove illegal structures, obstructions or any physical object which are present in contravention of the Rules.
- 106 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be entirely at the discretion of the Rules Committee, (appointed by the Board) who shall take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.
- 107 Should any owner be aggrieved by any decision made by the Rules Committee they may, within 7 days of the finding, lodge an appeal to the Board of Directors via the Estate Manager, giving their reasons for such an appeal.
- 108 The amount of fines is subject to amendment or review by the Board at its discretion.
- 108.1 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Owner.
  - 108.2 In respect of breaches of clauses of the Resident Conduct Rules, which are those most common, those clauses have been amended to incorporate specific sanctions in terms of the Fines and Transgression Policy attached.

## **CONFLICTING PROVISIONS**

- 109 Should there be any conflict between any of the provisions contained herein and any provisions in the articles of association, the provisions of the articles shall prevail.