EAGLE CANYON GOLF ESTATE HOMEOWNERS ASSOCIATION NPC

THE ESTATE RULES AND REGULATIONS

For Residential Dwellings on the Estate

OCTOBER 2019
(This document supersedes all previous editions)
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## 1. TERMS AND ABBREVIATIONS

In the Rules Document the following terms and abbreviations shall have the meanings assigned to them below and any reference to the male gender shall also refer to the female gender and references to singular shall also include the plural, or vice versa, unless the context dictates otherwise.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board</td>
<td>Board of Directors of the ECGEHOA</td>
</tr>
<tr>
<td>ECGE or Estate</td>
<td>Eagle Canyon Golf and Lifestyle Estate situated at Blueberry Street, Honeydew.</td>
</tr>
<tr>
<td>ECGEHOA</td>
<td>Eagle Canyon Golf and Lifestyle Estate Homeowners Association NPC</td>
</tr>
<tr>
<td>Employee</td>
<td>Any Person employed on a permanent, temporary or contractual basis by the HOA or a Resident or Tenant</td>
</tr>
<tr>
<td>CEO</td>
<td>The Chief Executive Officer of the HOA</td>
</tr>
<tr>
<td>Club/ECCC</td>
<td>Eagle Canyon Country Club (Pty) Ltd</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>The Clubhouse facilities of the ECCC</td>
</tr>
<tr>
<td>Golf Club</td>
<td>Golf Club of Eagle Canyon Country Club (Pty) Ltd</td>
</tr>
<tr>
<td>Golf Course</td>
<td>The Golf Course of Eagle Canyon</td>
</tr>
<tr>
<td>HOA</td>
<td>Homeowners Association of ECGEHOA</td>
</tr>
<tr>
<td>Levies</td>
<td>Levies imposed by the HOA on all Members of the Association in terms of its MOI</td>
</tr>
<tr>
<td>Local Authority</td>
<td>City of Johannesburg</td>
</tr>
<tr>
<td>Member</td>
<td>A Member of the Eagle Canyon Homeowners Association by virtue of his ownership of a residential erf, unit or section in the Estate as defined from time to time in the Memorandum of Incorporation of the HOA</td>
</tr>
<tr>
<td>MOI</td>
<td>The Memorandum of Incorporation of the HOA as amended from time to time</td>
</tr>
<tr>
<td>Developer</td>
<td>The owner of a Residential development site within the Estate</td>
</tr>
<tr>
<td>Penalty</td>
<td>Any Penalty levied by the HOA in terms of these Rules</td>
</tr>
<tr>
<td>Person</td>
<td>Any natural Person on the Estate, be it the Member, a Resident, a Visitor, a Family Member, Contractor, Service Provider, Employee, Tenant or any other Person entering or being inside the Estate</td>
</tr>
<tr>
<td>Resident or Tenant</td>
<td>Any Person who resides within the boundaries ECGE by virtue of Membership, or is a Tenant of a rented property, or by virtue of his status is a permanent Employee, including a Person who is employed by a commercial or service entity in the Estate, shall also be regarded as a Tenant.</td>
</tr>
<tr>
<td>Rules/Rules and Regulations</td>
<td>Estate Rules and Regulations as contained in this document as approved by the Board pursuant to the MOI.</td>
</tr>
<tr>
<td>Erf (Stand, site, or erf)</td>
<td>A Residential erf zoned for the erection of a single dwelling or larger development, including any common property erf belonging to the HOA</td>
</tr>
<tr>
<td>Visitor</td>
<td>A Person or Persons gaining approved access to the Estate on a temporary basis.</td>
</tr>
</tbody>
</table>
2. HOMEOWNER AND RESIDENT CHARTER

By virtue of their Membership or residency within Eagle Canyon Golf and Lifestyle Estate, Members and Residents shall be entitled to the following, as agreed by the Homeowners Association:

2.1. Controlled access to the Estate and security protocols that support the protection of property and the safety of families.

2.2. A secure and well-maintained Estate with a community orientated spirit, in which families and children can all enjoy the amenities and the open common public areas, in line with the Rules and Regulations.

2.3. A diligent Homeowners Association that applies prudent financial, administrative and asset management controls and industry “best practice” for the Estate.

2.4. A Clubhouse with a family orientation that offers value for money and good quality food and beverage standards for both golfers and non-golfers.

2.5. Ongoing communication to update Members and Residents about the Estate and relevant social events.

2.6. Fair and reasonable enforcement of the Rules that govern day to day community orientated living with the emphasis on individuals taking responsibility for their own property, family, staff, visitors and animals.

3. CODE OF CONDUCT

3.1. Mutual respect by all Residents, Members, Tenants, Employees and Visitors.

3.2. Compliance with Estate Rules as set out in the HOA “Rules and Regulations” and “Architectural, Building and Landscaping Rules” as amended from time to time.

3.3. Compliance with the requirements of the Local Authority and Estate traffic regulations.

3.4. A community minded spirit with tolerance and reasonableness being the primary principles, which underpin our social behavior and fairness towards one another.

3.5. The Residents Charter places responsibility for behaviour, compliance and good neighbourly relations in the hands of residents. If a resident has issues, they should first discuss this with the offending party and if it can't be resolved then it may be escalated to the HOA.

3.6. A security and social awareness that supports the protection of property and family safety.

3.7. Social and family behaviour that is consistent with the community-minded spirit and quality standards for which ECGE has become recognised.

3.8. Compliance with the due process outlined by the HOA for the logging of queries and complaints for action, failing which, it may be escalated to the CEO by the HOA business owner for review. Ultimately, should this process be exhausted, the matter may be escalated to CSOS.
4. INTRODUCTION

The main objective of the development of Eagle Canyon Golf Estate has been the provision of a high-quality lifestyle for Members and Residents. The following Rules have been established in terms of the Memorandum of Incorporation of the Eagle Canyon Golf Estate Homeowners Association NPC and are binding upon all Persons in the Estate.

Members are liable for ensuring that family members, tenants, visitors, person and employees abide by the Rules. Happy and harmonious community living is achieved when Residents use and enjoy their property as well as the public areas of the Estate in compliance with these Rules. The Member will be liable for any transgressions incurred by any Persons to whom such Member authorises access.

In respect of the interpretation of these Rules, the decision of the Board of Directors is final and binding. The Rules are subject to change from time to time, as and when it may become necessary.

5. GOOD NEIGHBOURLINESS:

5.1. No activity or hobby which would cause aggravation or nuisance to fellow Residents may be conducted, including auctions and jumble sales.

5.2. At all times a Resident or any other Person should ensure that their actions are not a nuisance to adjoining properties. No volume in excess of 65db above the ambient sound level, as measured 3.5 meters from any building, wall or sound reflecting surface may be permitted,

5.2.1. No disturbance will be allowed beyond the following hours:

- Sunday to Thursday – 22h00
- Friday and Saturday – 00h00

Noise nuisance may be anytime of the day or night and the SAPS may be contacted by the complainant should they feel the noise level is excessive.

5.3. Residents are advised, in the event of special occasions, to approach residents that may be affected by noise nuisance and obtain consent for the event in the interest of good neighbourliness.

5.4. The mechanical maintenance through the use of power saws, lawnmowers and the like (electric mowers are preferred) may only be operated between the following hours:

- May - August 07h30 - 18h00
- September - April 07h00 - 19h00
- Saturdays 08h00 - 15h30
- Sundays 09h00 - 14h00.

5.5. Washing may only be hung on lines screened from the street and neighbouring properties.

5.6. Refuse: garden refuse and refuse bins may not be placed on the pavements unless it is scheduled to be removed within a period of 12 hours.

5.7. No burning of garden refuse or other waste is permitted.

5.8. Dogs barking excessively or unnecessarily must be restrained and not be a nuisance to neighbouring properties.

6. USE OF THE STREETS

6.1. Vehicle speed on the Estate roads is restricted to a maximum of 40km per hour, and to such lower speeds as are indicated by relevant signage in certain areas on the Estate. Residents and
any other Persons or Visitors are expected to show consideration by ensuring that the maximum permissible speed is not exceeded at any time. Strict enforcement is maintained (see Penalty schedule).

6.2. No Person shall operate any vehicle in such a manner that it produces unnecessary exhaust noise, excessive music noise or any other such disturbance and may at any time be escalated to the SAPS by the complainant should it be required.

6.3. Residents are reminded that golfers, children and other pedestrians will frequently cross streets in the Estate and should approach all designated crossings with extreme caution.

6.4. The streets are intended to allow the movement of all occupants, whether by foot or mechanical means. Note that motor vehicles are considered to be part of the street environment, but not necessarily the dominant user.

6.5. The use of quad bikes, go-carts, off-road vehicles and other such non-roadworthy powered vehicles, excluding golf carts, by Residents is not permitted within the Estate.

6.6. Unlicensed drivers are not permitted to drive any vehicles or motorbikes or similar on the Estate.

6.7. Golf cart drivers without a code 1 learners’ licence and who are below the age of 16 are not permitted to drive anywhere within the Estate.

6.8. The HOA will not be held liable in any way whatsoever should unlicensed drivers operate golf carts within the Estate.

6.9. Golf carts without lights are only permitted to be driven on the Estate during daylight hours.

6.10. Privately owned golf carts must be registered with the HOA and the registration details must be displayed in a suitably prominent location on the golf cart as directed by the HOA.

6.11. Vehicles may not be parked in the streets but need to be parked on the property. Vehicles may also not park on sidewalks, paved paths, any greenbelt areas or parks. Pavement areas of properties are not to be used for regular/daily parking purposes. Stored vehicles covered by shade material must be stored out of sight from roads, common areas and the Golf Course.

6.12. Articulated vehicles of any type (including furniture removal vans) are prohibited on Estate Roads. Vehicle restrictions are 6 tons per axle and 12 meters in length. Exceptions are only for earthmoving equipment, or similar, as required by or approved by the HOA.

6.13. Residents shall adhere to all standard Rules of the road such as ‘Stop’ signs, proper use of traffic circles, etc.

6.14. Taxi’s belonging to an association or rank may not enter the Estate.

6.15. Residents are advised to contact the control room immediately should they not receive notification that their Uber, Taxi, other drop-off services or a delivery vehicle of any sort has not exited the Estate in a reasonable time.

6.16. Party buses may not enter the Estate unless they are within the Vehicle restrictions and require prior arrangement with the HOA.

7. MAINTENANCE OF PROPERTIES, GARDENS AND SIDEWALKS

All Members are responsible for:

7.1. Maintaining their properties in a manner that is consistent with the standard and image of the Estate. Special attention must be given to cracked or broken window glass, plaster condition, as applicable, and painting condition of the property exterior and boundary walls.

7.2. Maintaining the area between the road kerb and the boundary of their property even though the pavement areas are a public right-of-way for pedestrian traffic.
7.3. Ensuring that garden walls and outbuildings forming part of the streetscape should be maintained and painted where necessary.

7.4. Ensuring caravans, trailers, boats, tool sheds and similar structures, including mechanical equipment (such as air conditioners, pool pumps, geysers, and the like), or parts thereof, as well as accommodation for pets, are to be adequately sighted out of public view and appropriately screened from neighbouring properties.

7.5. Ensuring that no trees, plants or groundcover may be removed from the sidewalk without prior written permission from the HOA. Planting should not interfere with pedestrian traffic or obscure the vision of motorists. Structures such as fountains, rocks, large pots and planters may not be built or installed on sidewalks outside the Stand boundary.

7.6. Ensuring that they comply with the Architectural, Building and Landscaping Rules of the Estate.

7.7. Ensuring that they maintain trees, plants and shrubs planted on their pavement.

7.8. Ensuring that they maintain a high standard of garden and pavement maintenance.

7.9. Ensuring that declared noxious flora is not planted or growing in their gardens.

7.10. Ensuring that swimming pool water is not discharged into the streets but must be channelled into the sewer system or as directed by the HOA or Local Authority. Refer to 5.4.8 Architectural, Building and Landscaping Rules.

7.11. Ensuring that their vacant stands, including the adjacent sidewalks, are kept clean on a regular basis to the satisfaction of the HOA and if not maintained the HOA reserves the right to clean the Stand at the owner’s expense without prior notification.

7.12. Ensuring that systems designed for the irrigation of sidewalks are fit for purpose and that no water runs off nor sprays directly onto the road surfaces.

8. USE OF OPEN SPACE AND COMMON FACILITIES

8.1. No rubble or refuse may be dumped or discarded in any public area, including the parks, streets, golf course and dam environs other than in receptacles provided for this purpose.

8.2. Any Person utilising a common area must leave such open spaces visited in a clean condition. Residents are requested to pick up and dispose of any litter viewed in the open spaces.

8.3. Picnicking will only be allowed in designated areas. Open fires or braaiing in parks or any other public area is only permitted with prior written approval from the HOA.

8.4. Flora may not be damaged or removed from any public area.

8.5. Fauna of any nature may not be chased, trapped or injured in any way in any public area, be it by people, dogs or other domestic pets.

8.6. Any Person making use of the open space areas shall always do so entirely at their own risk.

8.7. The use of fireworks is strictly prohibited within the boundaries of the Estate.

8.8. The discharge of any firearm, air rifle, bow and arrow, paintball gun, cross bow, slingshot or any other potentially hazardous projectile is strictly prohibited.

8.9. The use of alcoholic beverages in the open spaces, common areas, parks, lawns, dams or any other public space is permitted only by people older than 18 years of age and in the context of HOA arranged social functions for family leisure and in a responsible manner. The use of excessive alcohol in open spaces, parks, lawns or any other public areas is prohibited.

8.10. No non-resident may be permitted to fish if not accompanied by a resident.
8.11. The erection of gazebo’s may be permitted but may not cause damage to the common area, may not be erected close to any Residents property and may not be disruption in any way or form. No tents will be permitted. Ablution is prohibited within open spaces, common properties, parks, lawns, dams or any other public space in the Estate other than where facilities are provided.

8.11.1. Fishing is permitted at dams 6 & 8 at any time of the day until 19h00.

8.11.2. Fishing is only permitted when flags are down at the following dams 2 & 5 and may extend beyond the 19h00 hours rule and requires the consent of the residents of the nearby properties. Noise disturbance and pollutions is strictly prohibited.

8.11.3. Fishing at dams 1,3, 4 & 7 will only be permitted when the flags are down and until 19h00 in the evenings.

8.12. The placement of signage not approved by the HOA and the distribution of unapproved promotional material is strictly forbidden within the confines of the Estate.

8.13. Residents are advised and prohibited from utilising water in the streams and catchment dams on the Estate as it is not safe for drinking or bathing.

8.14. The tennis courts may only be used for bona fide tennis play. Any other sporting activities or the use of bicycles, roller blades, skateboards and similar equipment on the courts or around the tennis clubhouse is strictly prohibited.

8.15. Professional photographers using photographic equipment on the Estate are to register with the HOA. The exception to the photography registration requirement would be when the professional photography is for the purposes of family photos only and may not include the homes or private spaces of Residents.

8.16. Any Person operating an unmanned aircraft or similar device anywhere on the Estate, is required to adhere to the Civil Aviation Regulations, Part 101, RPAS Regulations as published from time to time. Drones are prohibited within the Estate.

8.16.1. Only residents of Eagle Canyon Golf Estate will be permitted to operate unmanned aircraft and subject to clause 8.16.2.

8.16.2. Operators are to be members of the Eagle Canyon Radio Flyers Club as registered with SAMAA.

8.16.3. Members may only fly electric powered “foamies” weighing less than 2kgs and noisy aircraft will not be permitted.

8.16.4. Flights may only be permitted on the 14th fairway when the flags are down. Changes to the designated areas may be communicated should it be required from time to time.

8.17. Unmanned aircraft will only be permitted to operate in designated areas. Refer to 8.16.4.

8.18. No Person is permitted to place any trampoline, swing, jungle gym or similar apparatus onto any common property area or the golf course property without prior written approval from the HOA.

8.19. Vandalism or malicious damage to any property, whether owned by the HOA or other Residents, is viewed in a very serious light and is subject to stringent penalties and criminal investigation.

8.20. No helicopters or other airborne transportation vehicles will be permitted to land anywhere on the Estate without prior written approval and at the discretion of the HOA. No applications for landing rights will be entertained unless sufficient documentary proof has been provided to the HOA that all requirements under the Civil Aviation Authority Act and any other relevant Act or authority under which such activity is or may be regulated has been fully met. Bona fide emergency services, as applicable, will not be precluded from accessing the Estate under this clause.
9. ANIMALS AND PETS

9.1. The Local Authority and Municipal By-laws relating to pets are to be strictly abided by.

9.2. No pets may roam the golf course, streets, common property areas or neighbouring properties.

9.3. Pets (dogs) must always be walked on a leash.

9.4. It is a requirement that any Person walking a pet outside their own property has with them a suitable mechanism bag, device, or similar in order to be able to immediately remove such deposited excrement. Failure to comply will result in a penalty as per the Estate Rules and Regulations Penalty Schedule.

9.5. Should any excrement be deposited in any area outside the Resident’s own property, the immediate removal thereof shall be done by the owner of the pet.

9.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. A suitably implanted electronic chip is encouraged and may be used, and proof of such use is provided within a reasonable time to the HOA. Stray pets without identification will be rescued and take to the Municipal Pound or SPCA.

9.7. The HOA expects Residents to ensure that the necessary consideration towards neighbours is demonstrated in the area of excessive barking of dogs, and loud noises from any other animal i.e. parrots, etc.

9.8. Pets may not be left unattended overnight or for any longer period in a residence and suitable arrangements of engaging a friend or house sitter must be made. Alternatively, the pet must be taken to a boarding kennel.

9.9. No animals of any kind shall be raised, bred or kept for any commercial purpose on any Stand. Livestock, poultry and farm animals are prohibited on the Estate. No slaughtering of animals and butchery activities may be carried out on any Stand or on the Estate.

9.10. Residents are responsible for any personal injury or property damage caused by their pets.

9.11. The HOA retains the right to request Residents to produce veterinary certificates in respect of any pets found on their premises.

9.12. The HOA reserves the right to insist that an owner remove a pet should it become a nuisance within the Estate and notices and penalties have not had the desired results.

10. SECURITY

In the interest of providing an effective security service and systems, security protocols must always be adhered to and Residents are requested to always treat Security Personnel in a co-operative, courteous and patient manner. Security on the Estate remains a conscious collaborative effort by both the HOA and Residents alike. Any observed breaches or inconsistencies are to be reported to the HOA Security HOD.

10.1. Security protocols at the entrance gates must always be adhered to.

10.2. Access control, as implemented by the Estate is required to ensure the safety of Residents, Members and Visitors.

10.3. Access cards may only be used by the registered Person and no other individual.

10.4. A Resident park their vehicle on the outside or inside of any gate and thereafter drive a Visitor or contractors’ vehicle through the security control access or exit system. An access code or voice clearance may be used for such access.

10.5. Any person caught transgressing these Rules will be in breach of the security protocols and will be penalised.
10.6. Cyclists and motor cyclists may not gain access by tailgating whilst another vehicle enters or exits. All cyclists or motor cyclists will use the approved security control method of registered access or card to enter or exit the Estate.

10.7. Pedestrians, joggers and pet walkers will use their registered access or card at the turnstiles and may not use the booms to enter or exit.

10.8. Contractors/Service providers may not use access codes to enter via the Main Gate. Entry will be at the Service Gate.

10.9. Residents may not drive the registered domestics in or out of the Estate at any time. Domestics/Staff must use their card or registered access when entering or exiting.

10.10. No domestic driver may transport other domestic staff through the booms at any time.

10.11. Domestic staff and casual workers not registered on the Estate Access Control System may not be driven into the Estate in Resident vehicles.

10.12. No visitors may enter the Estate without providing Security Personnel with identification, whether it be a valid license, ID card or passport.

10.13. Contractors without valid identification documents will be denied access to the Estate.

10.14. All Club staff, Tenants of the Club and their staff must be registered, and background checked before entry is authorised. Unregistered persons will be denied access.

10.15. The parking of vehicles that in any way hinder access to and from the Estate will not be tolerated and will be dealt with accordingly.

10.16. No money or any other form of a gift may be given to Security Personnel without authorisation and consent of the Security Manager. Any gift must be declared and recorded in the gift register.

10.17. Residents, Visitors and Security Personnel must ensure that, when entering or exiting the Estate, noise levels are kept at an appropriate level as not to disturb other Residents situated close any gate.

10.18. Unregistered vehicles (license disk/plates) using a code, voice clearance or by telephonic means, will be denied access to the Estate unless such vehicle is new and awaiting registration.

10.19. The implementation of the new security cameras at the gates will alert possible stolen vehicles upon entry and the SAPS will be contacted for further investigation.

10.20. Any Person entering the Estate using a code, telephonic means or voice clearance, may only visit the home or unit that granted access. Should visitors require to visit more than one home, the responsibility of the initial Resident who authorised access will be responsible and remain liable for any transgressions.

10.21. All Residents, Tenants and other Persons, including domestic employees, au pairs, etc. who regularly enter the Estate must register with the HOA Security Department, complete the required access control protocols and where applicable be authorised by the Member.

10.22. Residents are required to notify the HOA Security Department should database information related to their stands, units change in respect of domestic employees, new vehicles and registration numbers, pets, etc.

10.23. Residents are to note that the perimeter wall and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.

10.24. Access controls to the Estate for any Person entering must be conscientiously adhered to and will be enforced.

10.25. Precondition to have Biometric Access, Card Access or any other means of pre-clearing for entry and exit to the estate:
10.25.1. Residents, Tenants, or Lessees whose financial liabilities towards the ECHOA have been fully met.

10.25.2. Biometric Access, Card Access and any other means of pre-clearing will be disabled for Persons who are in arrears and have failed to remedy the financial commitment within 7 days from due date and will remain in force until their accounts have been settled. Under these circumstances such Persons may gain access to the Estate by complying with the normal sign in protocols and procedures.

10.25.3. The security officers at the gate will have no discretion or influence over these conditions.

10.26. All suspicious activity, unauthorised access to the Estate, or other breach of security, are to be reported to the HOA Security Department, Control Room and SAPS immediately.

10.27. The Estate will always be manned by Security Personnel, and Residents are obligated, on request by such Personnel, to provide identification at any time.

10.28. Visitors to the Estate should be advised that Security Personnel at the access gates will scan their driver’s license prior to entry.

10.29. Physical or verbal abuse of any Security Personnel will not be tolerated.

10.30. In the event of a homeowner installing a burglar alarm system on his property, it is recommended that it be linked to the Estate Control Room via a FSK transmitter. In such event, the homeowner is responsible to ensure that such alarm system conforms to and is compatible with the Estate’s security system and control room electronic communications. Relevant details and documentation may be obtained from the HOA Security Department.

10.31. Penalties will be levied for alarms and panic buttons accidentally activated more than 3 (three) times a month.

10.32. The use of private security and/or night watchmen on a Residents’ property is subject to written authorisation from the HOA Security Department prior to deployment.

10.33. Messengers of the Court, Sheriff of the Court, SAPS officers, etc. may not be denied access to the Estate and prior confirmation with the relevant Resident will not be obtained. Security Personnel will escort such officials to the respective property.

10.34. It is the responsibility of Owners to ensure that any foliage and vegetation on the Estate Perimeter Wall is 500mm clear from the perimeter wall, thus ensuring a clear line of sight for security cameras on the perimeter wall.

11. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

11.1. Should any Member let their property, they shall in writing advise the Security Department that the property is to be leased and shall provide a copy of the signed lease to the HOA at least 5 working days prior to the intended occupation date. The MOI, Rules and Regulations and all other protocols and Rules shall form part of the lease pack and the Lessor shall bind the Lessee to adhere to such Rules. The full leasing procedure and protocols may be obtained from the HOA Administration offices on request.

11.2. The Members, as owners of property within the Estate, are liable for the conduct of their Visitors, Contractors, Employees and Tenants, Persons and must ensure that such parties adhere to the MOI together with all Estate Rules and Regulations.

11.3. Residents are required to ensure that Domestic Employees, Contractor Employees, and any other Service Provider comply fully with the Estate’s Access Control Protocols and Procedures. Right of access remains reserved and is provided at the sole discretion of the HOA.
11.4. Every Member must ensure that building contractors appointed have signed the Contractors Code of Conduct.

11.5. Members, Residents or Contractors are not permitted to bring onto the Estate any Person who is an illegal immigrant.

12. LETTING AND RESELLING OF PROPERTY

12.1. Should any Member wish to sell or lease their property the HOA encourages the appointment of an HOA Marketing Partner Estate Agent to manage the sale or lease. The requirements for an agent to be appointed as a Marketing Partner Agent are determined by the HOA from time to time.

12.2. The Member must ensure that the buyer/lessee is informed about, accepts and signs for a copy the Estate Rules and Regulations and the Estate Architectural, Building and Landscaping Rules.

12.3. Builders Code of Conduct and any other administrative regulations applicable at the time and commits to be bound thereto.

12.4. A Clearance Certificate must be obtained from the HOA prior to any transfer. A clearance certificate will only be issued if:

12.4.1. The statement account is in good standing.

12.4.2. The owner provides the HOA with a signed declaration and commitment that the home is fully compliant with the Estate Architectural, Building and Landscaping Rules.

12.4.3. As-built drawings are submitted with the approval from the HOA and City of Johannesburg.

12.4.4. An inspection of the home to be arranged with the Operations Department.

12.5. No property or part thereof will be leased to Tenants if:

12.5.1. There is an unresolved dispute between the Property Owner and neighbours.

12.5.2. The property is non-compliant according to the Estate Architectural, Building and Landscaping Rules.

12.5.3. The Statement account is not in good standing.

12.6. It is the responsibility of the Member to ensure that the Estate Agent dealing with the sale or lease adheres to the Code of Conduct for Estate Agents as laid down by the HOA from time to time and is fully aware of the HOA requirements.

12.7. Agents shall only operate on a “By Appointment” basis and must personally accompany a prospective buyer or lessee and are not permitted to erect any “For Sale” or “To Let” signage boards unless approved by the HOA.

12.8. Every agreement for the lease of a property on the Estate shall contain the following:

12.8.1. “The lessee shall take cognisance of the fact that there are a number of important documents relating to the administration and control of Eagle Canyon Golf Estate, the Homeowners Association, the Golf Club and the Rules. These documents include the following:

12.8.2. The Memorandum of Incorporation

12.8.3. The Estate Rules and Regulations

12.8.4. The Architectural, Building and Landscaping Rules

12.8.5. The Builders Code of Conduct
12.8.6. The lessee acknowledges that he/she is acquainted with the content of such documents and agrees to be bound thereby.

13. ADMINISTRATION AND OTHER

13.1. All Levies are due and payable in advance on the first day of each and every month.

13.2. Interest will be raised on all accounts in arrears at the annualised overdraft rate plus an additional 2%.

13.3. Charges, as determined by the HOA from time to time, resulting from reminders sent to levy accountholders in arrears will be added to such statement of account.

13.4. The HOA Board may amend or add to the Estate Rules and Regulations from time to time, as may be deemed necessary, to ensure the harmonious and orderly co-existence of Residents and incorporated changes required by the various legislative governing bodies.

13.5. The HOA has the right to impose penalties for transgressions where any of the Rules as stipulated by the HOA from time to time have been broken. Such penalties or any other amounts due will form part of the statement of account and be due and payable on the due date of payment of the statement of account.

13.6. The HOA reserves the right to take any action they deem fit in the instance of non-compliance of any obligation or of a continued contravention of a rule, after expiry of a written notice detailing the contravention. Such action, including any required rectification by the HOA, the cost of which will be charged to the transgressor, will result in the imposition of a Penalty and possible subsequent legal action.

13.7. Every Member is obligated to comply with the Memorandum of Incorporation, The Estate Rules and Regulations and the Architectural, Building and Landscaping Rules of the Estate including the title deed condition stipulating the completion of a dwelling on an Erf within 24 months from date of first transfer from the Developer, failing which a late building statement of account, payable monthly until completion of the dwelling to the satisfaction of the HOA, is to apply. Should the property be sold prior to the completion of a dwelling on an Erf, the building penalty shall not be transferred to the New Member and the outstanding balance is to be settled by the current Member. The New Member is obligated to complete any construction/renovation within 12 months from transfer failing which a monthly Penalty will be levied until all work is fully complete.

13.8. A Member completing renovations or extensions on any property is required to complete such work within a period not exceeding 6 months calculated from the commencement of such renovation or extension. Failure to complete work within the required period will attract an escalating monthly Penalty until all work is fully complete.

13.9. A debit order facility is in place that provides for an ease of payment of the monthly payment. For further information please contact the HOA Finance Department.

13.10. Arrear statement of account balances or any other debt owed to the HOA is subject to interest, payable with effect from the 7th day of the month.

13.11. The HOA and the Country Club do not tolerate harassment, the use of foul language or discrimination by anyone, including fellow Employees, Management, Members of the Club, Residents and Members of the Association, Suppliers, Contractors, or Guests; against Persons who work for the HOA and the Country Club.

13.12. To ensure dignified and orderly conduct at Estate meetings and General meetings of the Association is maintained, no alcoholic beverages are to be consumed by attendees prior to or during such meetings.
14. BUSINESS ACTIVITY

Any Member or Resident, wishing to operate a business on their property must apply in writing on the prescribed form to the HOA to conduct such business. The HOA will consider the application on merit after taking into consideration the following:

14.1. The requirements of and compliance with Municipal By-laws.
14.2. Increased traffic and safety implications.
14.3. Parking for employees and customers.
14.4. Number of Employees.
14.5. Hours of Operation.
14.8. Approval of the relevant Body Corporate in the event of a Sectional Title Complex to be attached.
14.10. Interparty Agreement with surrounding neighbours.
14.11. Disturbance to other Residents and the community as a whole.

The decision of the HOA is totally discretionary and will be final and binding. Operation of a business from a private residence without prior written approval from the HOA is a breach of the Estate Rules and subject to a Penalty being levied.

15. THE GOLF COURSE

15.1. It is acknowledged that the Golf Course is available for the enjoyment of:

15.1.1. All Residents of the Estate in general; and
15.1.2. Golfers on condition that:
   15.1.2.1. they have a confirmed tee-off time on the day or are in the process of playing golf.
   15.1.2.2. they have reported to the golf check-in before play commences and have attended to all formalities required to play golf on the Golf Course.
15.1.3. Non-Golfers only once the flags have been removed.
15.1.4. The Golf Course is an income generating asset. It consists of inter alia:
   15.1.4.1. Tee boxes.
   15.1.4.2. Fairways and rough areas.
   15.1.4.3. Hazards (including water hazards such as ponds, lakes, rivers and bunkers).
   15.1.4.4. Putting greens.
   15.1.4.5. Pathways.

15.2. In order to ensure the safe and orderly enjoyment of the Golf Course by Non-Golfers and Residents in general only once the flags have been removed.

15.2.1. No Person may enter the Golf Course whilst the flags on the course are in (and by necessary implication, whilst bone fide Golfers are playing golf on the Golf Course).
15.2.2. The end of play will be signalled by the removal of the flags by authorised Personnel (a register of the time upon which such flags have been removed will be kept).

15.2.2.1. If any doubt exists, Persons wishing to enter the Golf Course must communicate directly with the golf check-in to enquire whether the Golf Course is available for use by non-golfers.

15.2.2.2. Persons entering the Golf Course do so entirely at their own risk and cognisant of the Rules pertaining to:

15.2.2.2.1. disclaimers of responsibility; and

15.2.2.2.2. potential damage to property and personal injury caused by errant golf balls.

15.3. Non-Golfers will be entitled to have access to the fairways and pathways once flags have been removed with the express provision that no Person will have access to:

15.3.1. Putting greens.

15.3.2. Tee boxes.

15.3.3. Sand bunkers.

15.3.4. Ponds, dams and rivers (save for fishing or other recreational activities which is allowed in specifically designated areas and subject to the Rules and protocols as published by the HOA from time to time, which are available from the HOA Administration offices).

15.3.5. The Golf Course for the purposes of casual golf play and practice is subject to taking cognisance of the safety of pedestrians.

15.4. No activity which may cause any damage to the Golf Course in general will be permitted. This would include, but is not limited to the following:

15.4.1. Cycling is only permitted on the pathways and golf cart paths.

15.4.2. Residents walking dogs are responsible for the prompt removal of any excrement deposited by their pets.

15.4.3. Dogs are always to be walked on a leash.

15.4.4. No littering is permitted.

15.4.5. Tampering with, or vandalism of, any signage, structures or other equipment.

15.4.6. Use of golf carts or any other vehicle in such a way as to cause damage to the Golf Course.

16. EAGLE CANYON COUNTRY CLUB & CLUBHOUSE

The use of the Clubhouse facilities by Members, Residents, and Visitors are subject the Rules and Code of Conduct Protocols as communicated by the ECHOA from time to time.

16.1. Pets of any kind are not permitted within any area of the Clubhouse except for the purposes of aiding a visually impaired Person.

16.2. The Clubhouse falls within the parameters of the Tobacco Products Control Amendment Act sections (2)(1)(a), (2)(2) and Section (2)(4). Smoking of any tobacco product other than in designated areas is strictly prohibited.

16.3. The use of ‘Hubbly-Bubbly’, ‘Hookah Pipe’, or similar equipment, either smoke or vapour, is prohibited within or on any balcony area of the Clubhouse.
16.4. No own purchased liquor product may be brought to and consumed at the Clubhouse facilities during any time that the Clubhouse is open to sell or otherwise provide alcoholic beverages to patrons. The licence conditions as per the National Liquor Act, Act 59 of 2003 and the Gauteng Liquor Act, Act 2 of 2003 are to be strictly adhered to by the Clubhouse and its F&B service providers.

16.5. Patrons using the Clubhouse facilities are expected to conduct themselves in such a manner as to be conducive with the premier nature of the facilities Unbecoming behaviour will not be tolerated and the management of the Country Club together with the Clubhouse Tenants reserves the right to require transgressing patrons to be removed from the premises, and to levy a Penalty in the event of such transgression.

16.6. The Clubhouse parking areas are for the exclusive use of patrons to the Clubhouse facilities and the Golf Course, or as otherwise authorised by the Country Club Management. No recreational use of the parking areas, greater Clubhouse surrounds and Clubhouse patio or balcony areas is permitted – this includes any use of motor scooters, motorcycles, bicycles and similar types of recreational or other means of transport.

17. GOLF CARTS

Only licensed drivers are permitted to drive golf carts during play.

18. INDEMNITY – DAMAGE FROM ERRANT GOLF BALLS

18.1. Members and Residents indemnify and hold harmless the HOA, the Eagle Canyon Country Club and all bona fide golfers against liability for any damage or injury caused by golf balls hit by bona fide golfers playing golf on the golf course.

18.2. Members and Residents shall ensure that they have proper public liability at all times to protect their own interests in light of the above-mentioned indemnity as well as the interest of all Persons who may be affected by potential strikes of errant golf balls.

18.3. Members and Residents shall take appropriate measures to protect their Person and property in the eventuality of a golf ball causing a glass window or glass door panel to break. Various technologies exist to provide such protection, including, but not limited to:

18.3.1. The installation of an appropriate specification laminated safety glass.

18.3.2. The application of an appropriate safety film (‘anti smash and grab’ type).

18.3.3. The installation of a glass security barrier – e.g. Trellidor Clear Guard or similar technology.

18.3.4. The installation of a Protective Net deterrent system with the prior approval of the HOA.

19. GOLF COURSE BOUNDARY

19.1. Privacy: If for reasons of privacy (for example to screen a swimming pool) it is desired to provide an impenetrable barrier between the House and the Golf Course, such barrier shall be achieved by means of planting of vegetation or by means of a palisade fence design limited to 1,2 meter high, with the design and finish to be approved by the HOA.

19.2. Protective Netting for Golf Course frontage homes:
19.2.1. The erection of Net deterrent systems for Members whose homes are situated on the fairway is permitted under circumstances where errant golf balls may cause extensive damage to property or pose a threat of personal injury.

19.2.2. The costs of erecting such protective netting (including the costs of vegetation referred to in subparagraph (4) below shall be borne solely by the affected Member.

19.2.3. The design, finish and positioning of protective netting is to be approved by the HOA and shall be compliant with all Architectural, Building and Landscaping Rules in general.

19.2.4. Protective netting shall be erected and screened by vegetation insofar as it is possible to do so.

20. AESTHETICS AND BUILDING COMPLIANCE

The full Architectural, Building and Landscaping Rules are available from the HOA Administration office or from the web portal: www.eaglecanyongolfestate.co.za under the HOA tab and shall form part of these Rules. Members and Residents on the Estate shall be obliged to abide by all such requirements.

21. RULES UPDATES

The HOA may, subject to the requirements of the Memorandum of Incorporation, delete, amend or add to the Estate Rules at any time. Any amendments will be updated on the relevant section, which can be viewed on the official Eagle Canyon web portal www.eaglecanyongolfestate.co.za and by clicking on the HOA tab.

22. PENALTIES

The schedule of approved penalties is detailed below. The quantum of the various penalties is approved by the HOA Board and ratified at each AGM. Details are available from the HOA Administration office and on the Eagle Canyon Golf Estate web portal.
### 23. EAGLE CANYON GOLF ESTATE HOMEOWNERS ASSOCIATION PENALTY SCHEDULE

#### ESTATE RULES & REGULATIONS PENALTY SCHEDULE

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>RULE BREACH</th>
<th>1ST OFFENCE</th>
<th>2ND OFFENCE</th>
<th>3RD OFFENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Breaches under Good Neighborliness</td>
<td>R750</td>
<td>R1,500.00</td>
<td>R3,000.00</td>
</tr>
</tbody>
</table>
| 6.1    | Use of the Streets - Failure to comply with the Estate Rule of maximum 40km (and 25km in certain sections) on Estate roads First transgression penalties as follows: 25km in certain areas – R250.00  
Up to 49 km/h - R250.00  
50 to 54 km/h - R500.00  
55 to 59 km/h - R750.00  
Over 60 km/h - R1,000.00 | R500.00     | R1,000.00   | R2,000.00   |
| 6.2    | Use of the Streets - Excessive vehicle noise                                | R500.00     | R1,000.00   | R2,000.00   |
| 6.3 – 6.16 | Other breaches under use of the Streets                                   | R500.00     | R1,000.00   | R2,000.00   |
| 7      | Breaches under Maintenance of Properties, Gardens and Sidewalks            | R1,000.00   | R2,000.00   | R5,000.00   |
| 8      | Breaches under Use of Open Space and Common Facilities                     | R1,000.00   | R2,000.00   | R3,000.00   |
| 8.19   | Use of Open Space and Common Facilities: Vandalism or malicious damage to HOA property or Resident homes or property | R5 000.00 & prosecution | |
| 9      | Breaches under Animal and Pets                                             | R750.00     | R1,500.00   | R3,000.00   |
| 10     | Breaches under Security                                                    | R2,000.00   | R3,000.00   | R5,000.00   |
| 11     | Breaches under Tenants, Visitors, Contractors and Employees                 | R500.00     | R1,000.00   | R2,000.00   |
| 11.12  | Provide access to a Person without identity/license                          | R2,000.00   | R5,000.00   | R10,000.00  |
| 12     | Breaches under Letting and Reselling of Property                           | R500.00     | R1,000.00   | R2,000.00   |
| 13.7   | Failure to complete dwelling within 24 months of first transfer – per month | R6,900 per month | |
| 13.8   | Failure to complete renovations or extensions within maximum 6 months – monthly Penalty | R1 000.00 (1st Month) | R2 000.00 (2nd Month) | R3 000.00 (>2 months) |
| 13.10-13.12 | Breaches under Administration and Other                                   | R500.00     | R1,000.00   | R2,000.00   |
| 14     | Breach under Business Activity                                             | R1,000.00   | R2,000.00   | R5,000.00   |
| 15 &19 | Breaches under The Golf Course                                             | R1,000.00   | R2,000.00   | R5,000.00   |
| 16 - 18| Breaches under Eagle Canyon Country Club and Clubhouse                      | R1,000.00   | R2,000.00   | R3,000.00   |

#### ARCHITECTURAL, BUILDING & LANDSCAPING RULES – PENALTY SCHEDULE

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>RULE BREACH</th>
<th>1ST OFFENCE</th>
<th>2ND OFFENCE</th>
<th>3RD OFFENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Breaches under Architectural, Building and Landscaping Rules for all new Building and Construction Projects, Alterations and Additions</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Breaches under Town Planning Controls</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
<td>R5,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Breaches under Treatment of Stand Boundaries</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Breaches under Building Design Requirements</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Breaches under Approved Building Materials</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Breaches under Back-up Power Installations</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Breaches under Solar Heating and Solar Power Installations</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Breaches under Rainwater harvesting</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Breaches under Prohibited Building Material</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Breaches under Construction Activities, Rules for Building Contractors, Sub-Contractors and Suppliers Operating within the Estate</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
<tr>
<td>11 &amp; 17</td>
<td>Breaches under Housekeeping and Site Safety</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
<td>R5,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Breaches under Approval of Building Plans</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
<td>R5,000.00</td>
</tr>
<tr>
<td>12.4.5</td>
<td>Failure to comply within Building/construction time frame</td>
<td>R6,900 per month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 - 16</td>
<td>Breaches Landscape Requirements</td>
<td>R1,000.00</td>
<td>R2,000.00</td>
<td>R3,000.00</td>
</tr>
</tbody>
</table>

An offence is measured from when a complaint is raised with the defaulting Member/Resident in writing. A Member/Resident may object. If the objection is approved, it will not be seen as an offence.

Penalties to escalate in line with CPI and approved by the AGM 29 August 2019.

Updated Rules and Regulations approved by the ECHOA Board on 15 October 2019.