



Vulintaba Country Estate Code of Conduct

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1.0 INTRODUCTION

Living on Vulintaba means being part of a community of people who share a secure and congenial lifestyle. For the community this provides a means of protecting this lifestyle through an acceptable code of conduct by which members may live together, reasonably and harmoniously, without interfering with other's use and enjoyment of the environment. Genuine respect and consideration by all residents for each other promotes a contented lifestyle on Vulintaba.

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

The Board of the Vulintaba Home Owners Association (Vulintaba HOA) is through the Articles of Association of Vulintaba Country Estate given the authority to make reasonable rules for the management, control, administration, use and enjoyment of the Estate. The Board has the power at any time to substitute, add to, amend or repeal any rule. The rules should not however be seen as either unduly restrictive or punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction amongst residents and the Vulintaba Country Estate.

The Board also has the right to impose financial penalties (fines) to be paid by those residents who fail to comply with the rules. Fines, where imposed, are deemed to be a part of the levy due by the Owner. Finally, the Board may, in extreme cases, enforce the provisions of any rule by application to the Courts.

2.0 PROMULGATION OF RULES

These rules shall apply from the date of their promulgation. All residents must, without exception, abide by the terms of these rules. For purposes of these rules:

"Resident" means a Purchaser, Owner, Member, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee and *"Unit"* means land, stand, dwelling and outbuilding.

3.0 PLANNING AND AESTHETICS DESIGN GUIDELINES

All Residents and Owners are made aware that the design and construction of all new buildings, extensions, alterations to buildings, swimming pools, fences and all gardens must be approved by the Vulintaba HOA prior to any work being commenced. In addition, the required local authority approvals must also be obtained for all new buildings, alterations, extensions, gazebo's etc. All buildings, fences and gardens must adhere strictly to the ***"Architectural Design and Development Guidelines"*** that have been approved by the Vulintaba HOA. A copy of the above document may be downloaded from the Vulintaba website at www.vulintaba.co.za.

The "Architectural Design and Development Guidelines" deals with the following issues:

1. Building alterations that must be approved the Vulintaba HOA;
2. Submission and approval of plans

3. Issue of Certificates of Completion
4. Attachment to units
5. Installation of fencing
6. Approval of gazebos
7. Installation of freestanding sheds
8. Installation of dolls and play houses
9. General maintenance of units and aesthetic standards
10. Television aerials and satellite dishes
11. Flags and signs
12. Use of shade cloth
13. External structures and fixtures
14. General aesthetics and standards

4.0 GARDEN LANDSCAPING

The installation of new gardens shall comply with the procedures and guidelines as laid down by the Vulintaba HOA. The guidelines are contained in the ***“Landscape Design Guidelines”*** that have been approved by the Vulintaba HOA. A copy of the above document may be downloaded from the Vulintaba website at www.vulintaba.co.za.

The “Landscape Design Guidelines” deals with the following landscaping issues”

1. New gardening guidelines and procedures
2. Submission of landscaping plans
3. Garden Standards
4. A suggested plant list that could be used on Vulintaba
5. Revamp of Gardens
6. Garden Refuse
7. Use of Landscapers
8. Garden Maintenance Contractors

5.0 PET CONTROL

5.1 Dogs

No dogs will be allowed on the estate due to the imminent introduction of free roaming game animals. In the case of guide dogs/special needs dogs, however, a written application must be submitted to the HOA for approval.

5.2 Cats

Under no circumstances may cats be brought onto Vulintaba. The Vulintaba HOA has an obligation to prevent loss or damage to all flora and fauna on Vulintaba and cats will inevitably damage the bird life on Vulintaba.

5.3 Other Pets

- 5.3.1 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages.
- 5.3.2 Aviaries are not permitted under any circumstances.
- 5.3.3 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like may not be kept on Vulintaba by residents.

- 5.3.5 Any animal, bird or reptile being on Vulintaba in contravention of these rules shall be removed on notice of the Vulintaba HOA.

6.0 SECURITY

6.1 General Security Procedures

All security procedures, at all times, must be strictly observed by all persons, living and working, on Vulintaba.

6.2 Messenger of the Court, Sheriff of the Court and Police Officers

Due to the nature of the above category of persons, and the judicial processes involved, the Vulintaba HOA may not obtain confirmation from residents prior to these persons entering the Vulintaba Estate, nor may we deny these persons access. However security will ensure that valid court orders and warrants are produced before they are allowed access. Security will escort such persons to the premises and ensure that all relevant laws are observed.

6.3 Reporting to Security

Security is a shared responsibility. Residents should report any suspicious or unlawful occurrence to security immediately.

6.4 Access Cards

6.4.1 Access cards identify an individual and his/her authority to freely enter/exit Vulintaba. Therefore it is imperative that access cards are not left in motor vehicles or any other place where a person may illegally use them to enter/exit Vulintaba.

6.4.2 Only persons permanently residing on Vulintaba, club members, guests or those authorized to work on Vulintaba, may be issued access cards. Each card holder shall be responsible for the safe keeping and ensure that the access card is not used by anyone other than the person it was issued to. Only one card may be issued per person. If Security determines that another person is using an access card, they may confiscate or suspend the access card.

6.4.3 Additional access cards for junior club members will only be issued on authorization from the Vulintaba HOA.

6.4.4 On application for an access card, the applicant must produce an original and a copy of his/her Identity Document, Driver's License or passport and pay a prescribed fee.

6.5 Security Gates and Booms

Every resident shall stop at all security control gates and then proceed by operating his or her access card. Should a resident not be in possession of his or her access card then the member may only proceed on being allowed to do so by the guard on duty after signing the "Residents without Access Card" register.

6.6 Pedestrian Access

6.6.1 All pedestrians entering or exiting through the gatehouse area must use their access cards and proceed through the pedestrian turnstile.

6.6.2 Visitors and resident's children wishing to enter/exit Vulintaba on foot is not permitted. The resident must collect his/her visitor/child from the gatehouse. Non-access cardholders are not permitted to walk on Vulintaba.

6.7 Visitor Procedures

- 6.7.1 Any resident who wishes a visitor to enter the Estate, must phone the Control Room to register that visitor, obtain a reference number and confirm that the visitor is listed on the Visitor Log.
- 6.7.2 Should a resident require a visitor to travel multiple times in and out of the Estate on more than one occasion, an application for a visitor's access card must be completed.
- 6.7.3 An extended stay visitor will be issued with a temporary visitor access card allowing him/her access to and from Vulintaba. This access card will only be enabled for the period of time for which the visitor has approval. The access card will remain the property of the applicant (resident) being visited. A visitor's card will only be provided for a period not longer than one month. Where a visitor stays for a period in excess of a month, it will be a requirement that the individual then be issued with an access card incorporating the holder's photograph.

6.8 Contractor Procedures

- 6.8.1 Contractors who intend to work on Vulintaba for a period of 15 days or less, must obtain a temporary work permit to allow them access to Vulintaba. Contractors, who intend to work on Vulintaba for a period longer than 15 days, must obtain an access card. Each person entering on a temporary permit must be in possession of a valid ID document which will be handed to Security at the Contractors Gate on entry to Vulintaba. This will be returned on departure of the person.
- 6.8.2 All contractors must be registered with Vulintaba HOA and/or security before entry is allowed.
- 6.8.3 Contractors are not allowed to walk off the site on which he/she is working on Vulintaba. Each contractor must be transported to and from the site where he/she is working by vehicle. Once on site, a contractor may not walk between sites. Any contravention of these rules may result in the contractor being removed from site and banned from future access to Vulintaba.
- 6.8.4 All contractors must adhere to the provisions of the Environmental Management Plan, of which they are obliged to sign acceptance.

6.9 Gate Houses and Booms

- 6.9.1 Gate houses are strictly out of bounds for anyone except security personnel and other authorized persons.
- 6.9.2 Abuse of guards, in any manner whatsoever, is strictly prohibited.
- 6.9.3 Tailgating (i.e. proceeding through the gates or booms when operated by a car in front) is strictly prohibited.

7.0 USE OF ROADS

7.1 Type of Roads

The roads are an integral part of the Estate and it must be regarded as a vital element of the community. All roads on the Estate are private roads and it is the responsibility of the Vulintaba HOA to maintain and control these roads

7.2 Speed Limits

The roads on Vulintaba are private roads and the speed limit throughout Vulintaba is 40 kph. Any person found driving in excess of 40kph, will be subject to a fine.

7.3 Pedestrians and Wild Animals

Pedestrians and wild animals must be given the right-of-way on roads within Vulintaba and golf carts must be given the right of way at the applicable crossings.

7.4 Operating Restrictions for Vehicles

7.4.1 No person shall operate any vehicle upon any place within Vulintaba unless he/she is the holder of a valid driver's license and in addition, in the case of a golf cart, a valid cart permit issued by the Club. Vehicles shall only be operated on roads.

7.4.2 Operating any vehicle in contravention of the National Road Traffic Act within Vulintaba is prohibited.

7.5 Parking

Parking on sidewalks and open-lawned areas or in front of driveways to residences is prohibited. This does however exclude the reasonable use of the sidewalks and lawns for parking for a limited period when circumstances require it such as contractor's vehicles and visitors who cannot reasonably be accommodated within the parking area of a unit. However, parking overnight on sidewalks or verges is strictly prohibited.

7.6 Motor Bikes/Dune Buggies/ Off-road Bikes/Quad Bikes

Unlicensed off road bikes and quad bikes are not permitted. Motor bikes and touring bikes will be permitted on the Estate but may only be used between the homeowner's/tenants property and the main gate house. Beach or dune buggies or any other vehicle with noisy exhausts will be discouraged on the Estate.

7.7 Caravans and Boats

All caravans, boats and trailers must be parked within the owners property and should, where reasonably possible, be concealed from the golf course where applicable and from the road.

7.8 Golf Carts

7.8.1 Golf carts may only be legally driven on Vulintaba by licensed drivers. They may not be driven across lawns and must stay on the internal Estate roads or on cart paths.

7.8.2 Golf carts shall have the right of way over other vehicles on the golf cart crossings within Vulintaba. Golf carts and bicycles may use cart paths. Jogging and walking along golf paths is also permitted but users are cautioned against injury from golf balls.

7.9 Skateboards, In-line Skates, Roller Skates Powered Scooters

Skaters are a matter of concern to drivers when encountered on roads. While no-one wishes to turn Vulintaba into a sterile "non-playing area", in the interests of safety, parents must instruct their children to keep a careful look-out for motor vehicles and to leave the road as soon as any vehicle approaches. Motorised scooters are not permitted on the roads, but are allowed on sidewalks, remembering to give way to pedestrians.

8.0 SPORTING AND RECREATION FACILITIES

8.1 The Vulintaba Golf Course

8.1.1 Residents shall not conduct themselves in such a way as to interfere with, disturb or in any other way, cause a nuisance to any person legitimately

playing golf on the golf course.

- 8.1.2 Children under the age of 10 years are not permitted on the golf course unless in the company of and under the supervision of a responsible adult.
- 8.1.3 Tees, greens and sand traps are at all times strictly out of bounds to any person other than someone legitimately playing golf.
- 8.1.4 Residents who wish to play “a few holes” early in the morning or late in the afternoon must first obtain permission from the Club Pro Shop and must commence playing at the 1st or 10th tee.

8.2 Estate Swimming Pools

Rules to confirm the use of an Estate swimming pool will only be formulated once this facility has been completed. The Conduct Rules will be amended accordingly.

8.3 Residents Facility

The rules governing the use of a Residents Facility will be formulated once it has been completed. The Conduct Rules will be amended accordingly. It is envisaged that the Sales Centre that will form part of the Activity Centre would be converted and made available as a Residents Facility

8.4 Horse Riding

Rules governing the use of an equestrian centre and horse riding in general will be formulated once the equestrian centre has been completed. The Conduct Rules will be amended accordingly.

8.5 Dams

Most of the larger dams on the property are part of the golf course and the Vulintaba HOA will regulate the use of these dams. Swimming and diving for golf balls is prohibited. Searching amongst the vegetation surrounding these dams while not participating in a round of golf is also prohibited. The ecosystem surrounding the dams is a sensitive habitat for water birds and should therefore not be unnecessarily disturbed.

8.6 Lakes/Streams

Lakes/streams/dams have certain areas of “common property” around them, and residents are required to exercise respect and not to intrude on the privacy of residents whose properties front onto the lakes.

8.7 Camping

Camping is not permitted anywhere within Vulintaba.

8.8 Picnicking

Picnicking areas will be identified by the Vulintaba HOA which can be used by Residents. Picnicking is not permitted on any common property which is situated outside designated picnicking areas.

8.9 Boating

Boating is not permitted on any dam/lake/stream on Vulintaba.

8.10 Fishing

Fishing will be allowed on certain dams under such conditions as determined by

the Vulintaba HOA.

8.11 Firearms

Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited on Vulintaba.

8.12 Crossbows/Bow & Arrows

Crossbows or bow and arrows may only be used in areas designated by the Vulintaba HOA.

9.0 DOMESTIC EMPLOYEES

9.1 Definition of Domestic Employees

9.1.1 For the purpose of these rules, Domestic Employees shall be defined as “any assistant” paid by a resident to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, or gardening, and like chores. Residents shall be responsible to ensure that their employees/workers comply with all security requirements as well as all rules of Vulintaba.

9.2 Casual Workers

Should casual workers occasionally be required, they must be recorded in and out at security where they have to leave their ID Document and be escorted by the owner to and from a security gate.

9.3 Transport of Domestic Employees

9.3.1 Transport for Domestic Employees on Vulintaba will be provided Monday to Saturday at set times in the morning and afternoon. This service is also available on public holidays, excluding Good Friday, Christmas Day and New Year’s Day. Only registered access card holders are permitted to utilize the bus service. Vulintaba does not guarantee this service or accept any responsibility for any interruption in the service.

9.3.2 All Domestic Employees must comply with instructions from Security while boarding and travelling on an official Vulintaba bus. Domestic Employees must make use of designated bus stop points throughout the Estate.

9.4 Registration of Domestic Employees

9.4.1 All domestic employees must be registered on an annual basis from the date of their first registration and are to obtain an access card for entry to Vulintaba. Access cards will be validated only for recognized normal business hours unless authorized differently by Vulintaba HOA.

9.4.2 No Domestic Employee is permitted to remain on Vulintaba overnight unless prior authority has been obtained from the Vulintaba HOA.

9.4.3 Domestic Employees may have access to Vulintaba from Mondays to Sundays but only during the hours of 06h00 and 18h00. Any variation from this must be authorized by Vulintaba HOA in writing.

9.4.4 Domestic employees are not allowed to receive visitors on Vulintaba.

9.5 Au-pairs and nurses/critical care

All au pairs and nurses must be registered with Vulintaba HOA and the appropriate security clearance given if all the required criteria related to such services are met. Such persons would be permitted to live in the same house as that of the employee and their living

quarters should be an integral part of the main house.

9.6 Temporary Domestic Employees

A temporary permit must be obtained through Security for a domestic employee who will be working for no more than 5 days. The domestic employee must hand in a valid Identity Document every day on entry to Vulintaba. This will be returned when the domestic employee leaves. The resident employing a Domestic Employee working for more than five days, must obtain an access card from Vulintaba HOA. Temporary domestic workers are not permitted to catch the bus and may not walk on Vulintaba. Therefore temporary domestic workers must be picked up and dropped off at a gatehouse by the employer.

10.0 LEVY PAYMENTS

10.1 Levy Procedures

- 10.1.1 Owners must pay levies in full and in advance by the 1st day of each and every month.
- 10.1.2 Owners whose levy payments are in arrears at the 7th of the month will be liable to pay interest at 3% above the current prime overdraft rate of the Standard Bank of South Africa and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- 10.1.3 Owners whose levy payments are still in arrears after 30 days must pay immediately on being billed, the full amount overdue, together with the next levy due, plus interest at 3% above the current prime overdraft rate of the Standard Bank of South Africa on the full overdue amount up until the date of payment.
- 10.1.4 Owners whose levy payments are 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. Access cards will be suspended, but entry into the Estate will be permitted.
- 10.1.5 Any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such.
- 10.1.6 In exceptional circumstances, where an Owner may have a particular problem regarding payment of dues, he/she may approach Vulintaba HOA with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting there from shall be entirely at the discretion of the Board.
- 10.1.7 Levy amounts may not be reduced or offset against real or perceived, partial or non-provision of services or for any other reason whatsoever unless previously discussed with and sanctioned in writing by Vulintaba HOA. Owners who are "away" at month-end must make arrangements to ensure that the Levy is 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.
- 10.1.8 Owners are encouraged to effect payment by way of debit orders which can be signed for at the offices of Vulintaba HOA and which are controlled by Vulintaba HOA and submitted to the Banks via Vulintaba HOA's monthly electronic advice.

11.0 THE LEASE / SALE OF A UNIT

11.1 Lease of a Unit

- 11.1.1 Vulintaba's HOA's written consent must be obtained prior to the renting/leasing of a unit which consent, subject to all dues being fully paid and all other conditions of Vulintaba HOA being met, will not be unreasonably withheld. A clearance certificate must however be obtained from Vulintaba HOA prior to the conclusion of any lease.
- 11.1.2 The Lessor must use Vulintaba HOA lease agreement without any alteration and Vulintaba HOA's documentation fee must be paid. Only VULINTABA HOA Accredited letting agents may be used.
- 11.1.3 Lessees must be of good standing, and the names of such lessees must be provided to Vulintaba HOA.
- 11.1.4 The owner must inform the lessee of the rules of Vulintaba and furnish the Lessee with a copy of the "*Handbook for Residents*" and the "*Conducts Rules for Residents*". Any contravention of the rules by any lessee shall, in addition to any right of recourse against the lessee, be deemed to be a contravention by the owner.
- 11.1.5 All lessees must undergo an orientation by Vulintaba HOA prior to occupation of the unit.

11.2 Sale of a Unit

- 11.2.1 Vulintaba HOA's written consent to transfer a property within Vulintaba must first be obtained. Prior to the grant of any such consent, selling/transferring owner must have satisfactorily settled all his/her obligations to Vulintaba HOA.
- 11.2.2 Any intending purchaser is obliged as part of any sale and purchase agreement, to become a member of Vulintaba HOA and the Vulintaba Sports Club.
- 11.2.3 An owner shall be required to use Vulintaba HOA's prescribed documents (including the Contract of Sale) when alienating or otherwise selling his/her property on Vulintaba. .
- 11.2.4 Should an owner wish to dispose of his/her unit, he/she shall use the services of an Accredited Vulintaba HOA Estate Agent.
- 11.2.5 Should an owner wish to dispose of a property:
 - (i) and would want to use a non-Accredited Estate agency, then the owner must first request the Vulintaba HOA to appoint the estate agency as an accredited agency on Vulintaba. Vulintaba HOA is entitled, in its sole discretion, to agree to the non-Accredited agency's appointment and prescribe the terms and conditions thereof, including that the non-Accredited agency be required accept such conditions as part of their appointment;
 - (ii) he/she must conclude a written mandate agreement stipulated by the Vulintaba HOA;

- (iii) agree that if the non-Accredited agency finds a buyer for the property, it must refer the buyer to an Accredited agency who will conclude the sale of the property on the basis of a sharing of commission between the non-Accredited and Accredited agencies as stipulated by Vulintaba HOA.
- 11.2.6 Notwithstanding any other rights which Vulintaba HOA may have in terms of these rules, if an owner fails to comply, Vulintaba HOA shall have the absolute right to withhold its consent to the owner transferring his property until the relevant rule has been complied with in all respects.
- 11.2.7 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 owner must ensure all requirements of, and obligations to, Vulintaba HOA are complied with prior to the conclusion of the sale.
- 11.2.8 In all sales, the following fees are to be paid by the Purchaser:
 - Contribution towards the Levy Stabilisation Fund
 - Club Membership Fee
- 11.2.9 The Seller is responsible for the Administration Fees.

12.0 GENERAL

12.1 General Conduct

- 12.1.1 Respect and general consideration by all residents for all other residents and all users of Vulintaba shall be exercised at all times.
- 12.1.2 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident(s), or his/her/their rights, in any manner deemed by Vulintaba HOA to be offensive and unacceptable, is strictly prohibited. This includes the beating of drums and the playing of loud music.
- 12.1.3 Abuse of Security members during the course of their duty is strictly prohibited.

12.2 Helicopters

A helicopter or other aerial conveyance may only land on landing areas approved by the Vulintaba HOA. Landing at any other areas on Vulintaba may only be done with the prior written consent of Vulintaba HOA and subject to such special conditions as they specified. *(This rule shall not apply to legitimate Emergency Services performing special duties or rescue operations).*

12.3 Burial, Slaughter and Curing of Animals

- 12.3.1 No domestic animal carcass may be buried on Vulintaba.
- 12.3.2 No animal, bird or reptile may be slaughtered within Vulintaba.
- 12.3.3 No meat, skin, fish or carcass may be hung up to dry or to cure within Vulintaba.

12.4 Adverts/Publicity Material

No private, religious or commercial advertising notices or brochures are permitted to be distributed around Vulintaba. (This rule shall not apply to legitimate notices to residents from the Vulintaba Sports Club or from Vulintaba HOA.

12.5 Hooting

The use of car hooters within Vulintaba 2 to beckon or attract residents or others is prohibited.

12.6 Auctions/Jumble Sales/Garage Sales

Any form of public auction or sale on any property within Vulintaba is prohibited unless authorised by Vulintaba HOA.

12.7 Use of and Conduct in Open Spaces

12.7.1 The lighting of fires in any open space on Vulintaba is prohibited. Braaing at an authorized function or at ordinary residential activities must take place in a proper receptacle/burner specifically built for that purpose.

12.7.2 Disturbing, collecting or destroying of plant material is prohibited except by authorization from Vulintaba HOA. .

12.7.3 Disturbing, harming or destroying any wild animal or bird is prohibited. Should wild Animals become a nuisance, the problem should be brought to the attention of Vulintaba HOA.

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

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

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

12.8 Graffiti

No person shall deface any property on the Estate by writing, drawing, spraying or any other manner whatsoever.

12.9 Private Gardeners

Private gardeners are permitted to work on weekends and public holidays.

12.10 Power Tools

Power tools may not be used after 16h00 on Saturdays and public holidays.

12.11 Post Boxes

12.11.1 Postal deliveries and any pamphlet distribution to a street address on Vulintaba is not permitted. However, Vulintaba HOA Post boxes with street addresses will be available at designated points to act as an official collection point. ***This delivery point will be deemed your official street delivery address.***

12.11.2 All Vulintaba HOA official documents will be delivered to these boxes. Every unit will be allocated one box which will remain a part of the property when transferring to a new owner.

12.11.3 Lost keys will be the owner's responsibility.

12.12 Fireworks

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

12.13 Parties and Functions on Vulintaba

12.13.1 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 Vulintaba is discouraged for reasons of disruption to security, parking problems and general inconvenience to other residents.

- 12.13.2 On Vulintaba, where possible large functions should be held at venues within the Estate where there is adequate parking and facilities. Special permission is required for a function to be held within the residential areas of Vulintaba, where more than 30 people may be attending. This permission must be timeously obtained prior to the proposed date of such function. When considering such a request, the HOA will take into account the position of the residence proposed to be used in relation to gates; proximity to neighbours; parking availability; times of function; type of music to be provided; size and position of any proposed marquee; arrangements at gates; requirements for security and additional guards; as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.
- 12.13.3 Restrictions imposed on any function shall be strictly adhered to.

13.0 FAILURE TO COMPLY WITH THE RULES

13.1 Failure to comply with Rules

If a resident fails to comply with any provisions of any rules, Vulintaba HOA may:

- 13.1.1 Call for an explanation and/or an apology from the resident; and/or
- 13.1.2 Impose a reprimand and require the resident to remedy the breach and/or comply with the relevant rule; and/or
- 13.1.3 May impose a fine which shall be deemed to be a part of the levy due by the owner; and/or
- 13.1.4 Withdraw any previously given consent applicable to a particular matter; and/or
- 13.1.5 Order the resident to pay for damages resulting from non-compliance with any rule; and/or
- 13.1.6 Make application to the Courts for the enforcement of the rule/s; and/or
- 13.1.7 Suspend the access card for the household.
- 13.1.8 Any contravention of the rules by any person who gains access to Vulintaba on the authorisation of a resident shall be deemed to be a contravention by the resident concerned.
- 13.1.9 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall from time to time be decided by the Board and applied by the Estate Manager.
- 13.1.10 Should any resident be aggrieved by any decision made by the Estate Management, he/she may, within 7 days of the finding, lodge an appeal in writing to the Board through the Estate Manager. The appeal should contain sufficient facts and /or information relating to the matter which the resident concerned believes would justify a finding by the Board which is different to that imposed by the Estate Management.
- 13.1.11 The imposition of speeding fines will be equivalent to the fine schedule of the Newcastle Municipality.
- 13.1.12 The amount of the fines, which might be imposed, will be at the Board's

discretion, and the general scales will be published from time to time.
13.1.13 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.

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- **On 7th June 2012**
- **1st amendment 24th July 2012**
- **2nd amendment 28 January 2014**