



Langebaan Country Estate

HOUSE RULES

Made in terms of the Constitution of the Langebaan Country Estate
Owners' Association

DATED - 28 June 2017



Langebaan Country Estate Owners' Association

Managing Agents: Status-Mark

P.O. Box 618, Langebaan, 7357

tel +27 22 772 0193 Fax +27 86 600 1888 email langebaan@status-mark.co.za



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LANGEBAAN COUNTRY ESTATE (LCE) has been developed as an environmentally sustainable estate within the acclaimed greater Cape West Coast Biosphere to provide a harmonious and secure lifestyle for all its residents. To enhance and promote this environment and lifestyle, House Rules have been established in terms of the Constitution of the Langebaan Country Estate Owners' Association.



1. HOMEOWNER AND RESIDENT CHARTER

By virtue of their home ownership or residency within LCE, Members and residents shall be entitled to the following, as agreed by the LCE Owners' Association's Trustees:

- Controlled access to LCE and security protocols that support the protection of property and the safety of families;
- A secure and well-maintained Township with a community oriented spirit, in which families and children can all enjoy the amenities and the open common public areas;
- A diligent home owners' Association that applies prudent financial and administrative controls and industry "best practice" for the Township;
- A clubhouse with a family orientation, that offers value for money and good quality food and beverage standards for both golfers and non-golfers;
- Ongoing communication to keep Members and residents informed about the Township and relevant social events;
- Fair and reasonable enforcement of the rules that govern day-to-day community-oriented living, with the emphasis on individuals taking responsibility for their own property, family, visitors and animals.

The above can only be delivered with all parties' commitment to the following code of conduct:

- Mutual respect by all Members, residents, employees and visitors;
- Compliance with all Township rules and guidelines as amended and published from time to time;
- Compliance with municipal and traffic by-laws;
- A community-minded spirit with tolerance and reasonableness being the primary principles, which underpin our social behaviour and fairness towards one another;
- A security and social awareness that supports the protection of property and family safety;
- Social and family behaviour that is consistent with the community-minded spirit and quality standards for which LCE has become recognized;
- Compliance with the due process outlined by the owners' Association for the logging of queries and complaints and their escalation to the Estate Manager. Ultimately, should this process be exhausted, the opportunity to be heard by the Trustees whose ruling will then be final and binding on all parties.



2. INTRODUCTION

These House Rules are binding on all persons resident at, or visiting LCE, as are decisions properly taken by the Trustees in administering them. The Owners of properties are responsible for ensuring that, members of their households, Tenants, Occupiers, visitors, invitees and all their employees, which include tradespersons, service providers and suppliers, are aware of, and abide by, these House Rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees. The House Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution of the Association.

3. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

If any provision of this document is in conflict or inconsistent with the Constitution, the Constitution shall prevail. In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Association shall bear the same meaning in these House Rules as in the Constitution.

Unless the context clearly indicates a contrary intention:

- the singular number only shall include the plural number and *vice versa*; and
- a reference to any one gender shall include the other gender; and
- a reference to natural persons includes legal persons and *vice versa*.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

Aesthetics and Environmental Committee (AEC) means that committee defined in clause 31(a) of the Constitution constituted to administer compliance with the Architectural Guidelines and related Township documents.

Architect means such architect or architects or their successors, as may be appointed by the Developer from time to time, or subsequent to the Development Period, by the Trustees.

Architectural Guide means the LCE Architectural Guidelines prepared for and applicable to the Township, and includes all/any amendments made thereto from time to time.

Association means the Langebaan Country Estate Owners' Association.

Building Compliance Office (BCO) means the Building Compliance Officer (and representative) responsible for ensuring building controls as per the Contractor's Code of Conduct, appointed by the Developer from time to time, or subsequent to the Development Period, by the Trustees.



Commercial Erf means Erven which are intended for commercial, administrative or other purposes, any subdivisions or consolidations thereof, and any other erven which may in future be approved for such purposes.

Common Area means the Private Open Space and all the land owned by the Association and shall include all services (whether Municipal or otherwise) constructed within the Common Area.

Constitution means the Constitution of the Langebaan Country Estate Owners' Association.

Contractor's Code of Conduct (also referred to as the Builders' Code of Conduct) means the code of conduct prepared or to be prepared by the Developer or the Trustees or a (sub) committee of the Association in compliance with the provisions / conditions of authorisation as contained in the Record of Decision (ROD) issued by the Department of Environmental Affairs and Development Planning on the 05 December 2005, for and applicable to all contractors who provide services and/or material to any owner or property in the Township, and includes all/any amendments made thereto from time to time.

Developer means Langebaan Country Estate Joint Venture or its nominees, cessionaries or successors in respect of the whole or any part of the Development.

Environmental Control Officer (ECO) means the ECO appointed by the Developer in terms of the ROD, whose task it is to monitor and report on the compliance by all parties conducting activities or living on the Estate with the requirements of the ROD, Environmental Management Plan (EMP) and other related documents.

Erf and Erven mean unless otherwise indicated, every Erf in the Township collectively, together with every GR Erf and Commercial Erf collectively and includes immovable property transferred or to be transferred in accordance with the provisions hereof to the Association.

Estate Manager means Managing Agent, as defined hereunder.

Golf Course means all the property making up the full extent of the golfing facility within the Township including all the property under the Management of the Golf and Sports Club.

GR Erf means every Erf in the Township which enjoys general residential use rights.

Improvements mean any structure of whatever nature constructed or erected or to be constructed or erected on an Erf, common property or Section.

Langebaan Country Estate Golf and Sports Club (Golf and Sports Club) means the club established within the Township for the purposes of managing all of the sporting facilities at Langebaan Country Estate including, but not limited to, golf, tennis, bowls, running and cycling.



Langebaan Country Estate Landscape Guideline Document means the document which constitutes part 3 of the Environmental, Architectural and Landscape Guidelines as referred to in Clause 31 of the Constitution including all appendixes thereto.

Local Authority means the Local Authority having jurisdiction over the Township.

Managing Agent means any person or body appointed by the Developer or the Association as an independent contractor, or as an employee, to undertake any of the functions of the Association.

Member means every owner of an Erf or a Unit in the Township, as evidenced by registration in the Cape Town Deeds Registry and, until transfer of the last Erf or Unit, the Developer.

Occupier means the lessee or other occupant of an Erf or Section.

Owner means the registered Owner of an Erf and / or Unit in the Township.

Private Open Space means all areas generally designated as Private Open Space on the site plan of the Township as may be amended from time to time, including all roads, pavements, gardens and other open areas for common usage.

Section means a Section in a Scheme as defined in the Sectional Titles Act.

Sectional Titles Act means the Sectional Titles Act, No. 95 of 1986, as amended from time to time and includes any regulations made and enforced thereunder and include any substituted legislation.

Security Manager means any person appointed by the Developer or the Association as an independent contractor, or as an employee, to undertake the coordination and management of security on the Township.

Soft landscaping, with regard to private open spaces, means the enhancement and beautification of such areas including, but not limited to, planting, rockery and ponds, and measures to manage storm water including, but not limited to, soakaways, detention ponds and wetlands.

Tenant means a lessee of an Erf and/or Unit in the Township, in terms of a lease agreement.

Township means the entire Township developed or to be developed on the land comprising the Remainder of Portion 1 (Meeuwe Klip) of the Farm Oliphants Kop No 191 in the Saldanha Bay Municipality, Division of Malmesbury, Province of the Western Cape, which is subdivided or to be subdivided into a Township to be known as Langebaan Country Estate in accordance with approval obtained from the Local Authority, generally in accordance with the Township site plan or any amendment thereof, and includes all/any extension(s) of the Township approved by the Local Authority upon application by the Developer.



Trustee means the Developer Trustees and the Member Trustees of the Association, collectively from time to time and includes alternate and co-opted Trustees.

Unit means a Unit in a Scheme as defined in the Sectional Titles Act, but excluding garages or utility units.

Vehicle means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

4. ACCESS TO LANGEBAAN COUNTRY ESTATE

4.1 It shall be the responsibility of every Member to ensure that all members of his household, employees (which include trades persons, service providers and suppliers), Tenants, Occupiers, invitees and guests, paying or otherwise, are fully aware of these House Rules. In the event of any breach of the House Rules by the Member, members of his household, employees, Tenants, Occupiers, invitees and guests, or by members of his Tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

4.2 Members must provide the Association with the full names, and a copy of the I.D. or work permit (in the case of non-residents) of any domestic staff in their employ. Members are to advise the Association, in writing, when domestic staff leave their employ. Domestic staff must be transported to and from the Erf or Unit.

4.3 Trades persons and service providers who are not currently registered with the BCO are to be escorted in and out of the Township by the Member or his appointed registered contractor (if applicable).

4.4 All home alarms are to be monitored by LCE's appointed Security Provider.

5. DOMESTIC REFUSE

5.1 The removal of domestic, garden and other refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:

5.1.1 lay down the type and size of refuse containers to be obtained and used;

5.1.2 give directions in regard to the placing of refuse for collection;

5.1.3 give directions about the recycling of waste.

5.2 All refuse, whether domestic or garden must be kept in the containers, which must be placed out of sight of both road and open areas except when put out for collection.



- 5.3 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed of.

6. DOMESTIC ANIMALS AND BIRDS (PETS)

Pets must be strictly controlled out of a concern for their potential negative impact on our extremely fragile fauna and flora.

- 6.1 The breeding of pets is not permitted.
- 6.2 Dogs and cats shall be limited to two per Member and shall not be allowed off the Member's property unless under strict control and on a leash. Dogs and cats are not permitted in, or to be walked in, the natural veld or on the Golf Course.
- 6.3 Members must tag their dogs and cats with the Member's name and telephone number and in addition, cats are required to have an audible bell attached to their collar to limit their possible impact on the Township's bird life. In the event of the Member failing or refusing to do so, the Association may impose penalties or may procure the pet's removal from the Township and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.
- 6.4 Members shall register all pets, by providing the Estate Manager with the following written details of their pets: name, species, breed, description, age and a photograph.
- 6.5 Members must ensure that they install a suitable enclosure, approved by the AEC, to prevent Domestic Animals from straying off their property.
- 6.6 Guests and visitors are not permitted to bring any pets into the Township.
- 6.7 In the event of any pet being introduced into the Township by guests, the Association may call on the owner of the pet to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from the Township and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.
- 6.8 Should any pets prove to be a continual nuisance to other Occupiers, the Association may call on the owner of the pets to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from the Township and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.



- 6.9 If the erection of structures to house pets is approved by the AEC, such structures shall be screened from public view and the Association shall, in their absolute discretion, be entitled to require the permanent removal of structures, which, in the opinion of the AEC are unsightly and/or do not comply with the Architectural Guide.
- 6.10 In all cases, when pets are in Common Areas and cause a mess or dig holes, the Member shall immediately remove the mess or repair the holes as the case may be. Specifically, Members are responsible for the removal and suitable disposal of their pets' excrement from Common Areas.
- 6.11 For the purposes of this clause 6, a Tenant, as defined in this document, shall have the same rights and obligations as a Member.

7. TRAFFIC / PEDESTRIANS

- 7.1 No Vehicles shall enter or leave the Township at any point except at the entrance gates. Non-Members are required to adhere to the entry requirements as implemented by the Township security providers from time to time.
- 7.2 All Vehicles entering the Township shall stop at the vehicle entrance point.
- 7.3 No Vehicle shall enter the Township unless admitted by the guard on duty at the gate, except where the Association has issued to the driver the means (such as a biometric finger print reader) or a device enabling the driver to operate the vehicle entrance gate himself.
- 7.4 No Member shall permit the use of such device for operating the vehicle entrance gate by any person save a member of his household.
- 7.5 The movement and control of traffic and pedestrians is subject to the security rules and regulations of the Township.
- 7.6 Heavy duty deliveries are not permitted without the consent of the Estate Manager on Sundays or public holidays, nor before 07H00 and after 18H00 on weekdays, nor before 08H00 and after 14H30 on Saturdays.
- 7.7 Motorised Vehicles shall be driven on the Township roads only by persons who hold a valid current driver's licence, which would permit them to drive that Vehicle on a public road within South Africa.
- 7.8 No person shall drive any Vehicle on any road within the Township at a speed in excess of 30Km per hour. The Association may impose a lower speed limit where appropriate.
- 7.9 Animals, birds and wildlife shall have the right of way at all times within the Township and Vehicles shall be brought to a stop whenever necessary.



- 7.10 The Association may, by means of appropriate signage designed specifically for the Township, give direction as to the use of roads or any portion of the roads or Common Areas, and failure by any person to obey this signage shall constitute a contravention of these House Rules.
- 7.11 No person may park or stand his Vehicle in such a way that the flow of traffic is obstructed.
- 7.12 No Member shall park any commercial type Vehicle, boat, caravan, motorhome or trailer, on any road reserve in the Township or in the natural Fynbos or garden. Any such commercial Vehicle, boat, caravan, motorhome or trailer shall be parked on the Member's Erf on a designated parking hard surface. Such Vehicle, boat, caravan, motorhome or trailer may not protrude beyond built structure on that site.
- 7.13 Members are to screen sides of shade cover for such commercial Vehicles, by the use of solid screening (walls or fence) or concentrated planting, all to the approval of the AEC.
- 7.14 The parking of Vehicles upon the Common Area is subject to the express condition that every Vehicle is parked at the owner's risk and responsibility and no liability shall attach to the Association or its agents or any of its employees for any loss or damage of whatsoever nature which the owner, or any person claiming through or under him, may suffer in consequence of his Vehicle having been parked on the Common Area.
- 7.15 No person shall drive or ride any Vehicle within the Township in such a manner that would constitute an offence under the relevant traffic ordinance.
- 7.16 All motorised Vehicles, and in particular motorcycles, shall be fitted with efficient silencer systems.
- 7.17 No quad bikes may be used, other than official quad bikes used by authorised persons.
- 7.18 The driving of all motorised Vehicles within the Township, with the exception of Golf and Sports Club maintenance and security contractor personnel, is confined to roads and driveways.
- 7.19 No helicopters or any means of aerial conveyance may be landed anywhere within the Township without the prior authority of the Estate Manager.
- 7.20 The Association and Trustees recognise the provisions of National, Provincial and Municipal traffic laws and ordinances including, but not limited to, the National Road Traffic Act No 93 of 1996 (NRTA) and confirm that such legislation shall apply to the use of roads in the Township (Estate).



- 7.21 The Association and Trustees recognise the authority of authorised peace officers (including traffic officers) to enforce the applicable traffic legislation in the Township.
- 7.22 The Association and Trustees do not purport to enforce the abovementioned traffic legislation or to usurp the functions of traffic officers or to impersonate traffic officers. The Association and Trustees merely enforce the provisions of the Constitution and of these Rules, which are private ones voluntarily agreed to by each owner who purchased a property in the Township.
- 7.23 The Trustees may appoint third parties, including contractors, consultants or service providers, to enforce the provisions of the Constitution and these Rules and delegate, cede and assign such powers and authority to such third parties as may be necessary.
- 7.24 Should speed measuring equipment be used to enforce the speed limits imposed in the Township, such equipment shall be calibrated, certified and operated by an operator/s who has been trained to use such equipment. The Trustees or appointed third party shall hold the relevant calibration certificates and operator's certificate/s in respect of the equipment. The operator of the equipment does not have to be a peace officer or authorised traffic officer.
- 7.25 The Owners of properties are responsible for ensuring that members of their households, Tenants, Occupiers, visitors, invitees and all their employees, which include tradespersons, service providers and suppliers, are aware of and abide by the House Rules, including the abovementioned traffic- and road use rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees. Any contravention of the rules by any person who gains access to the Township on the invitation or authorisation of an Owner or Occupier shall be deemed to be a contravention by the Owner and/or Occupier concerned.
- 7.26 The presence of children, pedestrians, golfers, golf carts as well as many undomesticated animals such as buck and wild birds demands that drivers need to exercise additional caution when using the roads. Any traffic offence committed in the Township is therefor regarded and deemed to be of a nature or extent which requires or warrants urgent intervention.
The provisions of clause 43 of the Constitution with regard to the imposition of penalties or fines shall apply. The Trustees shall therefor forthwith furnish the Owner and/or Occupier who has contravened the rules relating to traffic and road use with a notice (fine) referred to in clause 43(b) of the Constitution. The Trustees shall not be obliged to furnish a first warning referred to in clause 43(a) of the Constitution to the Owner and/or Occupier concerned.

8. GARDENS

- 8.1 Every new garden establishment on an Erf or Unit, must be installed by a landscaper accredited by the Association. Once established, the landscaper is obliged to



maintain the garden for a period of 3 months, whereupon it will be inspected by the BCO to ensure it meets the standards required. Upon the garden being signed off by the BCO, every owner is obliged to maintain the garden to a minimum standard as prescribed by the Association.

- 8.2 Members who make use of garden service contractors must ensure that the contractors are registered with the Association.
- 8.3 Members must ensure that alien vegetation be eradicated from their property.
- 8.4 Every Member shall comply with any water restrictions imposed by the Local Authority and the Association.
- 8.5 No person shall do any gardening, landscaping or any other activity on the common areas without the express prior written consent of the Trustees of the Association or the AEC in regard to the nature and extent of such gardening, landscaping or any other activity.

9. ALTERATIONS, ADDITIONS AND PROPERTY MAINTENANCE

- 9.1 Any external additions, alterations and fixtures are regulated in terms of LCE's Architectural Guide, Landscape Guideline Document and/or Contractor's Code of Conduct.
- 9.2 The exterior of all Improvements (including fences, driveways, etc.) must be continuously and at all times maintained by the Member in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.
- 9.3 Members are strongly encouraged to consult with the BCO prior to commencing with any work.
- 9.4 Bird reflectors are expressly forbidden to be installed on any property or building on LCE due to the potential negative visual impact on other residents and golfers.

10. COMMON AREA AND ENVIRONMENTAL CONTROL

- 10.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the private erven and Common Areas, and shall have the right to trim hedges and trees.
- 10.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of the Township, or unreasonably interferes with the enjoyment of the Common Areas.



- 10.3 No person shall discard any litter or any item of any nature whatsoever within the Township except in receptacles set aside for this purpose by the Association.
- 10.4 In consideration of the considerable risk of uncontrollable fire in a sensitive fynbos environment, no fire shall be lit within the Township, except in such places as may be designated for the purpose by the Association or within a private fireplace or braai area that is approved in terms of the Architectural Guide.
- 10.5 Pesticides should be applied strictly in accordance with instructions on the label of the container or enclosed pamphlet. As pesticides affect the natural balance, and are often poisonous to human beings and animals, they should be used responsibly and with care. Excess mixture should be sprayed out and never be poured down drains.
- 10.6 No person shall do any gardening, landscaping or any other activity on the Common Area without the express prior written consent of the Trustees of the Association or the AEC in regard to the nature and extent of such gardening, landscaping or any other activity. No person shall, unless authorised by the Association to do so, pick or plant any flowers or plants on the Common Area.
- 10.7 Subject to any law or regulation made in terms of an Act, or any permit granted in terms of an Act, the Association shall be entitled to prohibit access to any part of the Common Area in order to preserve the natural flora and fauna, and in such instance no person shall enter such area without the written consent of the Association.
- 10.8 No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere within the Township except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- 10.9 Hunting of any nature is prohibited within the Township and the trapping of birds and animals and setting of snares is specifically prohibited unless conducted by Estate Management, under the instruction and control of the LCE ECO.

11. GOLF AND SPORTS CLUB

- 11.1 The Langebaan Country Estate Golf & Sports Club is a private club reserved for the benefit of its paid up members and their guests.
- 11.2 Members, their Tenants, Occupiers or guests, may make use of the facilities of the Golf and Sports Club in terms of the rules and regulations of the Golf and Sports Club relating to club members, guests and visitors.



- 11.3 Only Golf and Sports Club members, guests and visitors who have signed in and paid to play golf are permitted on the Golf Course and play starts and ends at the clubhouse.
- 11.4 No person, not participating in a round of golf, shall walk or jog on the Golf Course except at his or her own risk on the designated walk ways provided,. Golfers participating in a round of golf will have the right of way and will not be responsible for injuries to non-playing individuals.
- 11.5 Practicing is not permitted on the Golf Course other than at the designated practice areas.
- 11.6 Golf carts, unless being used by golfers participating in a round of golf, are not permitted on the Golf Course, but may be driven on the paved Township roads as well as the paths that lead to and through the under pass.
- 11.7 All private golf carts must be registered on an annual basis at the Clubhouse Pro Shop.

12. STORAGE DAMS

- 12.1 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any of the dams within the Township.
- 12.2 No water sport is permitted on the dams within the Township and no person shall enter the dams unless authorised to do so for maintenance purposes.
- 12.3 Swimming in the dams is strictly prohibited.
- 12.3 No pet shall be allowed to enter the dams.
- 12.4 No person shall pollute or permit the pollution of the dams or streams within the Township by any substance, which may in any manner, be injurious to plant, animal or bird life, or which may in any way be unsightly.

13. CONDUCT AT LANGEBAAN COUNTRY ESTATE

- 13.1 No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose. Washing lines, twirl dries, etc. must be below the level of the yard walls, so as to not be visible from the street forming a boundary of such Erf, or from the Golf Course and to be out of public view.
- 13.2 No explosives, crackers, fireworks or items of similar nature may at any time be



exploded, lit or operated on any part of the Township unless authorised by the Association.

- 13.3 No unauthorised persons are allowed onto building sites during construction. Construction staff must be transported to and from site.
- 13.4 No person shall make or cause to be made any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons in particular:
 - 13.4.1 Burglar alarms must comply with any regulations, which the Association may institute from time to time.
 - 13.4.2 The mowing and or edging of lawns, and the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours, is strongly discouraged before or after normal working hours, with the exception of golf course staff.
 - 13.4.3 Excessive and undue noise must cease between 22H00 and 06H30.
- 13.5 In order to maintain the low-density residential nature of the Township, no Member, Tenant or Occupier shall, without prior written approval by the Association, accommodate or allow to be accommodated more than the maximum number of persons permitted to occupy their residence, viz:
 - 1 bedroom unit 4 persons
 - 2 bedroom unit 6 persons
 - 3 bedroom unit 8 persons
 - 4 bedroom unit 10 persons
- 13.6 Members must ensure that their children and the children of members of their households, employees, Tenants, Occupiers, invitees and guests do not pose a safety threat to themselves or to any other person or driver within the Township. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.
- 13.7 Whenever the Association receives a written complaint from a Member, or its appointed security staff relating to the behaviour of any persons within the Township, the Association shall investigate appropriately and take any steps required within the scope of the House Rules and the Constitution. The Association is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.
- 13.8 No unauthorised person shall interfere with the Township's security arrangements or the activities of its appointed security staff.



- 13.9 No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order within the Township.

14. COMMERCIAL ACTIVITY

- 14.1 No commercial activity of any nature will be permitted within the Township without the prior written approval of the Association.
- 14.2 No advertising board may be displayed anywhere within the Township other than the standard architectural building board during building construction, or unless prior written approval has been obtained from the Association.
- 14.3 No door-to-door canvassing or selling is permitted within the Township.

15. EMPLOYEES AND SECURITY

- 15.1 No Member or Occupier shall provide casual or once-off employment to any person (including, but not limited to, domestic workers and gardeners) at his/her property in the Township, not having being registered with the Estate Security Manager. Members / Occupiers are encouraged to use the services of an accredited garden services contractor and endeavour to use the services of a domestic worker who already works for another Member or Occupier in the Township and has an access card or biometric access to the Township.
- 15.2 No Member or Occupier (including a Lessee) shall provide permanent or recurring employment to any person at his/her property in the Township, unless a written employment agreement (or independent contractor's agreement) has been concluded between the Member or Occupier and the employee.
- 15.3 It shall be an express term and condition of every written employment agreement (or independent contractor's agreement) that such employment shall be subject to the (prospective) employee agreeing to a criminal records check, fingerprint test and (if necessary) a polygraph test to be conducted prior to the commencement of employment and from time to time thereafter as the Owner or Occupier may deem fit. To this end the Owner or Occupier shall appoint the Security Manager of the Association to conduct the criminal records check, fingerprint test and (if necessary) a polygraph test with regards to the employee. A precedent of the abovementioned condition of the employment agreement is available from the Security Manager on request.
- 15.4 No Member or Occupier shall employ a person whose criminal records check, fingerprint test and/or polygraph test (if applicable) reveal that such person has been convicted of or is being prosecuted for a crime that involves violence (e.g. assault or rape) or elements of dishonesty (e.g. theft or fraud) that was not fully disclosed prior to the criminal records check; it being acknowledged and agreed that a person with



such criminal records or pending prosecution shall not be suitable for employment in the Township as it poses a risk to the security of property and/or safety of persons residing on or visiting the Township.

- 15.5 If a Member or Occupier refuses, fails or neglects to comply with the abovementioned provisions the vicarious liability of such Member or Occupier for the conduct of his/her employee shall be extended beyond conduct in the scope of employment, and/or a connection between the conduct and the employment, and shall expressly and without limitation include any and all conduct of the employee of whatsoever nature in the Township, whether or not such conduct took place during the employee's hours of work.