

RIVER GOOSE ESTATE RULES

The overriding objective of these rules is to produce a harmonious and happy environment, and residents are encouraged to attempt, in the first instance to settle differences that may arise amongst themselves in the spirit of tolerance and respect. Where necessary complaints may be lodged with the Directors of the HOA (Home Owners Association).

Without limitation by interference from any other rule herein contained, the following restrictions shall apply on the Estate.

1. GENERAL CONDUCT

- 1.1. No person shall do anything that may reasonably interfere with the use and enjoyment of common property by others
- 1.2. The number of persons permitted to permanently reside in a dwelling is limited to two persons per bedroom
- 1.3. Littering is not permitted, including the disposal of garden waste onto common property.
- 1.4. Hunting and trapping of any nature is prohibited except with the prior written consent of the Estate manager, excluding humane capture
- 1.5. No unauthorised persons are permitted to enter upon building sites
- 1.6. Except for braais on personal property, open fires are not permitted
- 1.7. Flora forming part of common property may not be picked without the written consent of the Estate Manager
- 1.8. The provisions of every Law, including any environmental management plan, shall be observed at all time.
- 1.9. Where reasonably possible, outside lights must have low wattage globes. Floodlights, other than movement activated floodlights required for security purposes with the consent of the Estate Manager only.
- 1.10. No resident may interfere with or give instructions to any employee or contractor of the Estate in the performance of their duties.
- 1.11. Residents must ensure that objects that may reasonably be considered unsightly are not visible from common property and/or other properties. Washing, mats and other objects may not be draped over walls or fences and must not be visible from common property and/or other properties.
- 1.12. Pamphlets and similar material may not be distributed on or about the Estate, including the entrances, without the prior written permission of the Estate Manager.
- 1.13. No door-to-door sales, canvassing or fundraising is permitted on the Estate without the prior written permission of the Estate Manager.
- 1.14. No animals may be slaughtered on or about the Estate.
- 1.15. No flagpoles may be erected and no flags may be displayed
- 1.16. Fire hoses may not be used for washing vehicles or for any other purposes; only for fire fighting.

2. NOISE DISTURBANCE

- 1.1. Noise levels must always be kept to a minimum
- 1.2. The sound of music, video and DVD players, TV's and musical instruments shall be maintained at a level so as not to cause a disturbance to neighbouring residents
- 1.3. No fireworks of any kind are permitted on the Estate

3. GENERATORS

- 1.1. Generators are permitted but must be located and housed in such a manner as to minimise noise disturbance to others
- 1.2. Every law regarding the use and/or operation of generators and the storage of fuel must be adhered to.
- 1.3. No generator may be operated between the hours of 22h00 and 06h00.
- 1.4. Except for construction purposes, generators may only be operated during power outages.

4. ROAD TRAFFIC

- 1.1. Vehicles shall be operated with utmost care at all times. The Estate is a "child friendly" estate and children, animals and birds shall at all times have the right of way.
- 1.2. A speed limit of 30 kilometres per hour (or such lesser limit as may be imposed by the Board) shall apply on all roads.
- 1.3. Access to and egress from the Estate shall be limited to entrances and exits designated for that purpose.
- 1.4. The use of access devices is reserved for the use of owners and residents and members of their immediate families.
- 1.5. A maximum loading of 10 tons per axle is permitted in and on the Estate roads.
- 1.6. Owners' cars should be parked in garages, and visitors' cars should be confined to an owner's property.
- 1.7. Parking is not permitted on any road reserves, sidewalks or public open space and other common property except in such areas as may be specifically designated by the Board for that purpose.
- 1.8. Vehicles that have been parked contrary to these rules must be removed forthwith on request by any of the Estate's security personnel or other representatives.
- 1.9. Caravans, boats, trailers and similar vehicles must be stored in such a manner as not to cause a negative visual impact.
- 1.10. Only licensed drivers/riders are permitted to operate any vehicle on or about the Estate. The provisions of this clause do not apply to battery-powered children's mini-scooters
- 1.11. All road traffic rules and signs must be obeyed at all times.
- 1.12. Revving of engines and hooting must be restricted to the absolute minimum.
- 1.13. No repairs of vehicles are permitted on common property.

5. SPECIAL PROVISIONS RELATING TO MOTOR CYCLES, QUAD BIKES, GOLF CARTS AND SIMILAR VEHICLES

- 1.1. Motorcycles, quad-bikes, and similar Vehicles may not be operated on the Estate without the prior written permission of the Estate Manager. Such permission may be withdrawn if such vehicle is operated in an irresponsible manner or otherwise contrary to these rules.
- 1.2. Motorcycles, quad-bikes and similar vehicles may be used solely for purposes of commuting between the owner's residence and the entry/exit facilities to/from the Estate.
- 1.3. No motorcycle, quad-bike, golf cart or similar vehicle may carry more than the number of persons than that which it is designed for.

6. ANIMALS AND PETS

- 1.1. Pets are permitted at the discretion and with written consent of the HOA. Such consent may be withdrawn at any time, without reason, justification or liability. An owner of a pet shall be obliged to immediately remove such pet from the Estate in the event that such pet causes a nuisance, or displays aggressive behaviour.
- 1.2. In light of neighbour proximity and the openness of gardens, cats and dogs need to be strictly controlled by owners, both on and off their property.
 - 1.1.1. All dogs must be on leashes when being taken for a walk around the Estate
- 1.3. Every cat and dog must be registered and wear a tag displaying the owner's name and stand number. Dogs must be controlled on a leash in all public areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers or pets. Dog's excrement must be immediately removed by an owner.
- 1.4. At all times, and particularly at night, pets must not create a disturbance or a nuisance, and should not be left unattended. Cats need to be contained within the house at night.
- 1.5. Pigeons, aviaries, wild animals, reptiles, livestock and fowl may not be kept except with the prior written permission of the Board
- 1.6. The natural fauna on the Estate is to be protected and must not be chased or attacked by pets.
- 1.7. The maximum number of dogs and cats that may be kept on an ERF is 2 dogs or 2 cats
- 1.8. Notwithstanding the foregoing any animal that is currently residing on the Estate, and/or for which amnesty has been granted in accordance with a general amnesty announced by the Board and/or for which written permission has previously been granted by the Board may be kept in accordance with the conditions of such amnesty or permission.
 - 1.9. Cats are permitted onto the estate if they already reside with a family and must remain inside, when the lessee or owner of the house is away
 - 1.10. Cats, generally, are discouraged as they can disturb the natural fauna on the estate thus they need to be kept under strict supervision and preferably not replaced.

7. BUSINESS ACTIVITIES

- 1.1. No business activities may be conducted on the Estate except to the extent permitted in terms of the applicable town-planning scheme and prior written consent has been granted by the Board except to the extent permitted in terms of the applicable town planning scheme.
- 1.2. No bed and breakfast facility, guesthouse or similar establishment may be operated without the prior written consent of the Board.
- 1.3. The use of the Estate's mailing list for private commercial purposes is strictly prohibited. Such mailing lists may not be made available to others.

8. SWIMMING POOLS

- 1.1. Swimming pools present an obvious danger to young children, and it is recommended that parents take responsibility for their children and fence their property.
- 1.2. According to the National Building Regulations

“The owner of any site which contains a swimming pool or swimming bath shall ensure by means of a wall or fence that no person can have access to such pool or bath from any street or public place or any adjoining site other than through a self-closing and self-latching gate with provision for locking in such wall or fence: Provided that where any building forms part of such wall or fence, access may be through such building.

Such wall or fence and any such gate therein shall be not less than 1.2m high measured from the ground level, and shall not contain any opening which will permit the passage of a 100mm diameter ball”.
- 1.3. Plans for swimming pools must be submitted and approved by the Board of Directors of the HOA as per any other external building works, before work may commence.
- 1.4. Water may not be discharged from a swimming pool onto common property without the prior written permission of the Estate Manager, and may not be discharged onto a neighbour's property.

9. ESTATE SECURITY

- 1.1. Security is a paramount feature of the Estate and owners and their visitors must always assist and comply with the security systems and procedures implemented on the Estate, particularly about access control.
- 1.2. The perimeter security, patrols and access controls serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate.
- 1.3. Owners and their visitors and employees must adhere to security procedures and respect the security personnel's role. Security guards may under no circumstances be abused or obstructed from performing their functions.
- 1.4. Visitors must register at the entrance gate and complete the required form prior to access.

- 1.5. All domestic staff must be registered with security.
- 1.6. The use of private alarm systems is permitted subject to the following conditions:
 - 1.6.1. the alarm must not be audible from outside the dwelling concerned;
 - 1.6.2. the security company concerned must always comply with these rules including traffic rules and any instructions given to them by the Estate's security personnel;
 - 1.6.3. the Association's security personnel must be informed immediately of any security related incident;
- 1.7. None of the Estate its members, directors, employees, contractors and other representatives will be liable for any loss, damage or injury suffered by any resident and/or his invitee arising from any breach of security howsoever caused and whether such breach is caused by the negligence or other wrongful act of the Board and/or its representatives.

10. LEVY ACCOUNTS

- 1.1. Levies, and other applicable charges, are payable in advance on or by the first of each month in which they are raised. Any amounts not paid by the said date are considered "arrear" and/or "outstanding" and action will be taken against the defaulting owner. A letter of demand, SMS or email, dated the seventh, will be sent to the owner demanding immediate payment of the full outstanding amount. Should the amount still be outstanding at the end of the month, the account will be handed over for collection on the last day of the same month. Compound interest at a rate as determined by the directors from time to time will be charged for all outstanding amounts on the seventh of the month.

"In exceptional circumstances, where an owner may have a singular problem regarding payment of due, he may approach the association with a request for special consideration and/or temporary relaxation of the above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the Board"

11. WATER RESTRICTORS.

- 1.1. The directors of the HOA are permitted to implement water restrictions in the event of a national or local drought, which includes water restrictors if deemed necessary.

12. ACCESS CONTROL

- 1.1. Access control devices are limited to owners and their immediate family only and tenants leasing property for a minimum of six months
- 1.2. Access control devices may be suspended or deactivated if an owner or resident is in default of any obligation to the Estate and/or any of the provisions of these rules.

- 1.3. A person whose access control device has been suspended or de-activated will remain entitled to access to the Estate but will be required to sign in and out manually in the same manner as any other visitor.
- 1.4. The Estate's security personnel will be entitled to deny any person access to the Estate on reasonable grounds.
- 1.5. Visitors to the Estate will not be allowed access to the Estate unless the host approves admission by way of a telephone call or a written note.
- 1.6. The Estate Manager must be informed immediately an access control device is lost.
- 1.7. Upon a person ceasing to be a resident all access control devices issued to that person must be returned to the Estate Manager.

13. MAINTENANCE OF PROPERTY

- 1.1. Owners are required to maintain their properties, including the exterior of their houses, gardens, boundary walls and fences, kerbs and sidewalks in a clean, neat and tidy order and condition to a standard commensurate with a prestigious residential estate. Buildings and structures must be repainted as and when the need arises.
- 1.2. Where a building or structure is to be repainted only colours approved by the River Goose Architectural Guidelines may be used.
- 1.3. Except for the ordinary discharge of storm water, no seepage, leakage, or discharge of water and/or any other matter is permitted onto common property including sidewalks and roadways and/or onto any adjoining property.
- 1.4. An owner shall keep his house and yard free of white ants, borer and other wood destroying insects. To this end, owners shall permit the directors, the managing agent, and their duly authorized agent or employees, to enter upon their house and yard from time to time for the purpose of inspecting his house and yard and taking such actions as may be reasonably necessary to eradicate any such pests. The cost of this inspection, eradicating any such pest as may be found within the house and yard, replacement of any woodwork or other material forming part of such house and yard, which may be damaged by any such pests, shall be borne by the owner of the house concerned.

14. EXTERNAL APPEARANCE OF PROPERTY

- 1.1. The owner or occupier of a house shall not place anything on any part of the common property, including balconies, patios, verandas and gardens, which in the discretion of the directors, is aesthetically displeasing or undesirable when viewed from the outside.
- 1.2. An owner or occupier of a house may install:
 - 1.2.1. Any locking device, safety gate, burglar bars or other safety device for the protection of his property; or
 - 1.2.2. Any screen or other device to prevent the entry of animals or insects;
 - 1.2.3. Provided that the directors have first approved in writing the nature and design of the device and the manner of its installation.

1.3. House names and number must be approved by the aesthetics committee prior to being erected

1.3.1. Guidelines are available on the River Goose website

1.4. An owner or occupier of a house shall not, without the consent in writing of the directors, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property to be visible from the outside of the buildings or from any other unit.

15. DUTIES OF AN OWNER THAT LEASES OUT HIS PROPERTY

1.1. The following rules pertain to the lessor of a residential property: -

1.1.1. The lessor's lease agreement shall require that the lessee shall agree to comply with the rules of River Goose Estate.

1.1.2. The lessor shall repair and maintain his house and yard in a state of good repair and, in respect of his yard, keep it in a clean and neat condition;

1.1.3. The lessor shall notify the homeowners association forthwith of any change of ownership of his house and of any mortgage or other dealing about his house.

16. REFUSE

1.1. Each household must ensure that refuse is stored in the correct way as to minimize the attraction of pests

1.1.1. Full garbage bags need to be tied/sealed and stored in closed rubbish bins and out of sight from the road

1.1.2. All recycling needs to be washed and dried

1.2. A refuse removal service is provided on a weekly basis on a Wednesday morning at 07h30

1.1.1. Each household will need to deliver tied/sealed garbage bags every Wednesday before 07h30 to the designated drop off zone at the entrance so that UMngeni Municipality can collect.

1.1.2. No torn/open garbage bags are allowed

1.1.3. No households will be allowed to deliver garbage bags the night/day before except in exceptional circumstances, in which case the Estate manager must be notified.

1.3. No refuse, garden spoil, or rubble may be dumped on vacant stands.

1.4. Where any refuse (including garden refuse) is of a size or nature that it will not be collected by the refuse collection services then the removal of such refuse from the Estate is the responsibility of the resident concerned;

17. SALES/RENTAL

1.1. No "show houses," "open days" or similar events may be held other than with the prior written consent of the Board.

1.2. All viewing of properties must be done by prior appointment and subject always to conditions relating to the admission of visitors.

1.3. Prospective purchasers and/or tenants may not be permitted to travel or wander about the Estate unless accompanied by the owner or agent concerned.

- 1.4. Every lease of a property must contain:
 - 1.4.1. A copy of these rules;
 - 1.4.2. An acknowledgment by the tenant concerned that the tenant knows and understands the contents of these rules and agrees to be bound by them;
- 1.5. The Estate Manager must be informed within two business days of the conclusion of the lease together with:
 - 1.5.1. A copy of the lease;
 - 1.5.2. Details of the duration of the lease and the property leased;
 - 1.5.3. Details regarding the tenant concerned as the Estate Manager may require, including the tenant's full names, address, telephone numbers and e-mail address and other contact details.
- 1.6. All tenants of houses and other persons granted rights of occupation by any owner of the relevant house are obliged to comply with the official conduct rules and this should reflect in the leases

18. SEPTIC TANKS

- 1.1. Owners are responsible for the maintenance and upkeep of their septic tanks in a good and proper working order and condition.
- 1.2. Septic tanks must be purged on a regular basis, when necessary.

19. COMPLAINTS

- 1.1. Any complaints with regards to irregularities of conduct and contravening the Conduct Rules, must be given to either the directors or the managing agents in writing and signed by the person complaining. The managing agents will acknowledge receipt of the complaint and forward said complaint to the directors for action. The directors will then either act themselves or instruct the managing agent in writing as to what action should be taken. The owner, if not satisfied with the action taken can refer the matter to arbitration.

20. BINDING NATURE

- 1.1. The provisions of these rules and articles of association shall be binding on the owner of any house and any lessee or other occupant of any house, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.
- 1.2. Owners will always be responsible for the actions of their contractors, lessee or occupant, including employees, guests and any member of his/her family, who abuse the rules of the complex and or are responsible for damage to the Common property. Contractors, employees and guests who continually abuse the rules and regulations will be prohibited from re-entering the complex.
- 1.3. The Board is enabled to enforce the rules by means of a fine system. Directors of the HOA are to first warn the homeowner concerned in writing or via email that they have

transgressed the rules with the nature of the transgression and the time and date. If the same offence is committed within a six-month period then the Directors of the HOA can fine the homeowner concerned with a fine as per below. All further fines for the same offence will increase by double per offence. (i.e., first warning letter, second warning letter and a R300-00 fine, third warning letter and a R600-00 fine etc.).

- 1.4. Should the infringement be repeated, the Managing Agent will notify the owner concerned in writing of the repeated infringement and the fine that will be debited to the owner's levy account.
- 1.5. An owner, who has received notification from the Managing Agent that a penalty fine is being imposed, may appeal the fine by making representation in person or in writing to the Managing Agent within 14 days of the date of the written advice of the fine. The owner will be advised as to the date that the Directors of the HOA will meet to discuss the implementation of the fine, and the owner may present his or her case to the Directors of the HOA. The Directors of the HOA will consider the appeal whose decision will be advised within 14 days after receipt thereof.
- 1.6. Only owners can be fined as they are responsible for the behaviour of their tenant (refer Prescribed Management rule 69). Tenants may not represent an owner.
- 1.7. Owners will have a right to appeal by declaring a dispute against the Home Owners Association. The matter will be referred immediately to arbitration, with both parties agreeing to one of the following persons to stand as arbitrator, Mr RJ Trotter, Mr J Potgieter, Mrs B Shingler or a representative of the NAMA KZN Committee. Should either party not agree to the appointment of one of the abovementioned then an arbitrator will be appointed by the Registrar of Deeds after the owner has paid the fees to the Registrar for the appointment of an Arbitrator.
- 1.8. The arbitrator will award costs for the hearing and the Body Corporate will advance the costs to the arbitrator. Should an owner have to pay the costs, the cost will be placed on his or her levy account. Should the Directors of the HOA have to pay cost, then the Body Corporate will pay the costs.

By signing below, I _____ owner/tenant* of plot _____ situated in River Goose Estate acknowledge that I have read and understood all the conduct rules pertaining to River Goose Estate stipulated in the above document.

Signature: _____

Signed by the owner/tenant* at _____ on the ____ / ____ / ____

*Please delete the one that does not apply.