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August 2021



**EAGLE CANYON GOLF *ESTATE* HOMEOWNERS' ASSOCIATION NPC**

**THE *ESTATE* RULES AND REGULATIONS**

**JULY 2021**

**(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.

<i>Board</i>	Board of Directors of the Eagle Canyon Golf <i>Estate</i> Homeowners' Association NPC empowered in terms of the provisions of the MOI of ECGEHOA to make Rules and Regulations
<i>ECGE or Estate</i>	Eagle Canyon Golf <i>Estate</i> situated at Blueberry Street, Honeydew
<i>ECGEHOA</i>	Eagle Canyon Golf and Lifestyle <i>Estate</i> Homeowners' Association NPC, a non-profit company with voting <i>Members</i> duly incorporated and registered according to the Company Laws of the Republic of South Africa, governed by the provisions of the Companies Act 71 of 2008 and its MOI.
<i>CEO</i>	The Chief Executive Officer of the ECGEHOA
<i>Architectural, Building and Landscaping Requirements</i>	Means the Architectural, Building and Landscaping Requirements to be followed by <i>Members</i> in relation to all improvements to be erected on any Erf or any Unit situated within the <i>Estate</i> , which may be amended by time by time by the Board in accordance with the provisions of the Act, Municipal by-laws, and the Memorandum of Incorporation.
<i>Club/ECCC</i>	Eagle Canyon Golf and Country Club (Pty) Ltd
<i>Clubhouse</i>	The <i>Clubhouse</i> facilities of the Eagle Canyon Country Club (Pty) Ltd
<i>Common Property / Common Areas</i>	Areas of the <i>Estate</i> used for purposes of Access Erven, security, internal roads and / or private open spaces and upon which are situated servitude areas containing township engineering services.
<i>Developer</i>	The owner of a <i>Residential</i> development site within the <i>Estate</i>
<i>Employee</i>	Any <i>Person</i> employed on a permanent, temporary, or contractual basis by the ECGEHOA, Country Club, a <i>Resident</i> or <i>Tenant</i>
<i>Erf or Erven (Stand or site)</i>	Any of the freeholding properties forming part of the <i>Estate</i> whether zoned for <i>Residential</i> purposes or otherwise, developed or not.
<i>Golf Club</i>	<i>Golf Club</i> of the Eagle Canyon Golf and Country Club (Pty) Ltd
<i>Golf Course</i>	The <i>Golf Course</i> of the Eagle Canyon Golf and Country Club (Pty) Ltd
<i>HOA</i>	The Eagle Canyon Golf <i>Estate</i> Homeowners' Association Management team
<i>Levies</i>	Levies imposed by the Eagle Canyon Golf <i>Estate</i> Homeowners' Association NPC on all <i>Members</i> of the Association in terms of its Memorandum of Incorporation
<i>Local Authority</i>	City of Johannesburg
<i>Member/s</i>	A registered owner or registered owners of an Erf or Unit, and who is, as a result of such ownership, bound to become and remain a <i>Member</i> of the ECGEHOA and can be bound by the provisions of the MOI and these Rules and Regulations
<i>MOI</i>	The Memorandum of Incorporation of the ECGEHOA as amended from time to time
<i>Noise nuisance</i>	Any sound which disturbs or impairs or may disturb or impair the convenience or peace of any <i>Person</i>
<i>Penalty</i>	Any <i>Penalty</i> levied by the ECGEHOA in terms of the Rules of the <i>Estate</i>
<i>Person</i>	Any natural <i>Person</i> , <i>Member</i> , company, close corporation, trust, partnership, <i>Resident</i> , a <i>Visitor</i> , family <i>Member</i> , contractor, service provider, <i>Employee</i> , <i>Tenant</i> , or other entity, whether or not having separate legal <i>Personality</i> .
<i>Resident</i>	All <i>Members</i> and other <i>Persons</i> who reside on the <i>Estate</i> temporary or permanently including the lawful <i>Tenant</i> or <i>bona fide occupant</i> of any <i>Member</i> , irrespective of whether such <i>Person</i> is a <i>Member</i> or not.

<i>Rules/Rules and Regulations</i>	<i>Estate Rules and Regulations</i> as contained in this document as approved by the Board pursuant to the <i>Memorandum of Incorporation</i> .
<i>Tenant</i>	Any <i>Person</i> who occupies property for any period on the <i>Estate</i> rented from an owner landlord, including a <i>Person</i> who is employed by a commercial or service entity in the <i>Estate</i> . <i>Bona fide</i> occupants of any dwelling or unit will be regarded also as a tenant.
<i>Unit</i>	A sectional title unit as defined in the Sectional Titles Schemes Management Act, Act 8 of 2011 and duly demarcated on a sectional title plan approved by the Surveyor General and being capable of registration in the name of any <i>Person</i> in terms of the Deeds Registry Act 37 of 1947 and intended for <i>Residential</i> purposes located within the <i>Estate</i>
<i>Verge</i>	A paved or planted strip of land at the edge of a road.
<i>Visitor</i>	A <i>Person</i> or <i>Persons</i> gaining approved access to the <i>Estate</i> on a temporary basis.

## 2. INTRODUCTION

The main objective of the development of ECGE has been the provision of a high-quality lifestyle for *Members* and *Residents*. The following *Rules* have been established in terms of the provisions of the *MOI* of the ECGEHOA and are legally binding upon all *Persons* in the *Estate*.

*Members* are liable for ensuring that all *Persons*, including family *Members*, *Tenants*, *Visitors*, Service Providers and *Employees* abide by the *Rules*. Happy and harmonious community living is achieved when *Residents* use and enjoy their property and the common areas of the *Estate* in compliance with these *Rules*. The *Member* will be liable for any penalties attached to transgressions incurred by any *Persons* to whom the *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.

## 3. HOMEOWNER AND RESIDENT CHARTER

By virtue of their *Membership* or residency within *ECGE*, *Members* and *Residents* shall be entitled to the following, as agreed by the *ECGEHOA*:

- 3.1. Controlled access to the *Estate* and security protocols that support the protection of property and the safety of families.
- 3.2. A secure and well-maintained *Estate* with a community orientated spirit, in which families can enjoy the amenities and the open common areas, in line with the *Rules and Regulations*.
- 3.3. A diligent Homeowners Association that applies prudent financial, administrative and asset management controls and industry “best practice” for the *Estate*.
- 3.4. A *Clubhouse* with a family orientation that offers value for money and good quality food and beverage standards for both golfers and non-golfers.
- 3.5. Ongoing communication to update *Members* and *Residents* about the *Estate* and relevant social events.
- 3.6. Fair, equitable 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.

## 4. CODE OF CONDUCT

- 4.1. Mutual respect by all *Members*, *Residents*, *Tenants*, *Employees* and *Visitors*.
- 4.2. Compliance with *Estate Rules* as set out in the *ECGEHOA MOI*, *Rules and Regulations* and *Architectural, Building and Landscaping Requirements* as amended from time to time.
- 4.3. Compliance with the requirements of the Local Authority.
- 4.4. A community minded spirit with tolerance and reasonableness being the primary principles, which underpin our social behaviour and fairness towards one another.
- 4.5. In the spirit of good neighbourliness, it is desirable that issues are raised and resolved with the *Resident/s* concerned. Notwithstanding, this can then be escalated to the *HOA*.
- 4.6. A security and social awareness that supports the protection of property and family safety.
- 4.7. Social and family behaviour that is consistent with the community-minded spirit and quality standards for which *ECGE* has become recognised.
- 4.8. Compliance with the process outlined by the *ECGEHOA* for the reporting of queries and complaints, failing which, it may be escalated to the *CEO* of the *ECGEHOA*. Ultimately, should this process be exhausted, the matter may be escalated to either legal intervention or alternative dispute resolution processes such as the intervention by the Community Schemes Ombud's Service (CSOS).

## 5. GOOD NEIGHBOURLINESS:

- 5.1. No behaviour, activity or hobby which would cause aggravation or nuisance to fellow *Residents* (including, but not limited to, auctions and jumbles sales) may be conducted.
- 5.2. *Residents* or other *Persons* should ensure that their actions are not a nuisance or disturbance at any given time to adjoining properties. The SAPS (South African Police Services) may be contacted and requested to intervene by the complainant should a *Resident* feel the noise level is excessive at any hour day or night.
- 5.3. In the event of any special occasions and/or social gathering ("event") that will be held at a *Residential* dwelling or unit on the *Estate*, *Residents* are urged to approach adjoining properties that may be affected to notify *Members* of the event and the date and time of the event.
- 5.4. The use of mechanical maintenance machinery, such as power saws, lawnmowers, etc.(electric mowers are preferred) may only be operated during the following:

Monday - Friday	07h30 - 18h00
Saturdays	08h00 - 15h30
Sundays	09h00 - 14h00.
- 5.5. Washing may only be hung on lines screened from the street and from neighbouring properties.
- 5.6. Refuse may only be placed on the pavements if it is scheduled to be removed within 12 hours.
- 5.7. No burning of garden refuse or other waste is permitted.
- 5.8. Dogs barking excessively or unnecessarily must be curtailed as to not be a nuisance to neighbouring properties. Ongoing incidents to be escalated to the necessary authorities (COJ) by the *Resident* or *Member*

## 6. USE OF THE STREETS:

- 6.1. Vehicle speed on the *Estate* roads is restricted to a maximum of 40km per hour, or lower, as indicated by relevant signage and conditions prevailing. Strict enforcement is maintained (see the *Penalty* schedule).
- 6.2. No *Persons* shall operate any vehicle in such a manner that it produces excessive noise or any other disturbance. Ongoing incidents to be escalated to the necessary authorities (SAPS) by the *Resident* or *Member*.
- 6.3. The streets are intended for the use of all *Estate Residents*, whether on foot, bicycle, or Golf Cart. Motor vehicles are not necessarily the dominant users of the *Estate* roads. Extreme caution must be exercised at all times.
- 6.4. The use of quad bikes, go-carts, off-road vehicles, and other such non-roadworthy powered vehicles, is not permitted within the *Estate*.
- 6.5. Unlicensed drivers are not permitted to drive any vehicles, or motorbikes on the *Estate*.
- 6.6. A minimum of a Learner's Licence is required to drive a golf cart anywhere within the *Estate*.
- 6.7. Golf carts without lights are only permitted to be driven on the *Estate* during daylight hours.
- 6.8. 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*.
- 6.9. No vehicles may be parked in the streets, *Verges*, paved paths, any greenbelt areas, or parks. Pavement areas of properties are not to be used for regular/daily parking purposes. Should vehicles not be able to park within the boundaries of the property then *HOA* should be notified prior to parking on any common property.
- 6.10. Articulated vehicles of any type (including furniture removal vans) are prohibited on *Estate Roads*.

Transport / Delivery / Construction Vehicles are restricted to 6 tons per axle and 12 meters in length. The only exceptions are for earthmoving equipment, or similar, as required by or approved by the *HOA*.

- 6.11. Road users shall adhere to all Rules of the road.
- 6.12. Multi passenger public transport vehicles may not enter the *Estate*.
- 6.13. *Residents* are advised to immediately contact the Security control room should they not receive notification within a reasonable time that their Uber, Taxi, drop-off service or delivery vehicle has not exited the *Estate*.
- 6.14. Party buses may not enter the *Estate* unless they are within the vehicle restrictions. Prior authorisation from the *HOA* is required for entry, at *HOA*'s sole and absolute discretion.

## **7. MAINTENANCE OF PROPERTIES, GARDENS AND SIDEWALKS:**

All *Members* are responsible for:

- 7.1. Ensuring that their property complies with the *Architectural, Building and Landscaping Requirements* of the *Estate*.
- 7.2. 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.
- 7.3. 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. The area between the road kerb and the property boundary wall remains the common property of the *ECGEHOA*.
- 7.4. Ensuring that they maintain trees, plants and shrubs planted on their *Verge*.
- 7.5. 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 *Verges* outside the *Stand* boundary.
- 7.6. Ensuring that garden walls and outbuildings forming part of the streetscape should be maintained and painted where necessary.
- 7.7. Ensuring that declared noxious flora is not planted or is growing in their gardens.
- 7.8. Ensuring accommodation for pets, tool sheds and similar structures including mechanical equipment (such as air conditioners, pool pumps, geysers, and the like), or parts thereof, are adequately sighted out of public view and appropriately screened from neighbouring properties.
- 7.9. Ensuring caravans, trailers, boats are to be adequately sighted out of out of public view and appropriately screened off from neighbouring properties.
- 7.10. Ensuring that swimming pool water is not discharged into the streets. This 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 Requirements*.
- 7.11. Ensuring that their vacant stands, including the adjacent *Verges*, are kept clean on a regular basis to the satisfaction of the *HOA*. If not maintained, the *HOA* reserves the right to clean the *Stand*, without prior notification at the owner's expense.
- 7.12. Ensuring that systems designed for the irrigation of *Verges* are fit for purpose and that no water runs off nor sprays directly onto the road surfaces or into neighbouring homes.

## **8. USE OF OPEN SPACE AND COMMON FACILITIES:**

- 8.1. No rubble or refuse may be dumped or discarded in any public area, other than in receptacles provided for this purpose. This includes the parks, streets, golf course and dam environs.
- 8.2. Any *Person* utilising a common area must leave the area in a clean condition. *Residents* are requested to pick up and dispose of any litter.
- 8.3. Picnicking will only be allowed in designated areas. Open fires or braaiing in parks or any other

*common area* is only permitted with prior written approval from the *HOA*.

- 8.4. Flora may not be damaged or removed from any *common area*.
- 8.5. Fauna may not be chased, trapped, or injured in any way, be it by people, dogs, or other domestic pets.
- 8.6. Any *Persons* making use of the *common areas* does 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 a responsible manner. The use of excessive alcohol in open spaces, parks, lawns, or any other *common area* is prohibited.
- 8.10. The erection of gazebos is permitted but may not cause damage to the common area, be erected close to any *Resident's* property, or cause a disruption. No tents are permitted. Ablution is prohibited within open spaces, common areas, parks, lawns, dams, or any other *Common Area* other than where facilities are provided.
- 8.11. *Non-Residents* may be permitted to fish if accompanied by a *Resident*.
- 8.12. Fishing on the *Estate* is catch and release only, and is only permissible at the following dams:
  - 8.12.1. Dams 6 & 8 at any time of the day until 19h00
  - 8.12.2. Dam 2 when the Golf flags are down/removed. Fishing hours may extend past 19h00
  - 8.12.3. Dams 1, 2, 3, 4 & 7 when the Golf flags are down/removed and until 19h00.Noise disturbance and pollutions are strictly prohibited.
- 8.13. *Residents* are advised against utilising water in the streams and dams on the *Estate* as it is not safe for drinking or bathing.
- 8.14. No signage may be placed within the *Estate* or promotional/advertising material distributed on the *Estate* without the approval of the *HOA*.
- 8.15. Professional photographers and/or videographers are required to obtain permission from the *HOA*. No homes, *Residents*, children, or private spaces of Residences may be photographed.
- 8.16. The tennis courts may only be used for tennis. No other sporting activities or the use of bicycles, roller blades, skateboards, and similar equipment on the courts or around the tennis clubhouse is allowed.
- 8.17. Any *Persons* 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* unless the operator has a drone license and has prior written permission from the *HOA*.
  - 8.17.1. Only *Residents* of *ECGE* will be permitted to operate unmanned aircraft and subject to clause 8.17.2.
  - 8.17.2. Operators are to be *Members* of the Eagle Canyon Radio Flyers Club as registered with SAMAA.
  - 8.17.3. *Members* may only fly electric powered "foamies" weighing less than 2kgs. Noisy aircraft will not be permitted.
  - 8.17.4. Flying may only be permitted on the 1st fairway when the flags are down. Changes to the designated areas may be communicated should it be required from time to time.
- 8.18. No *Person* is permitted to place any play apparatus, such as a trampoline, swing, jungle gym or



similar onto any common property, green belts, or the Golf Course property without prior written approval from the *HOA*.

- 8.19. Vandalism or malicious damage to any property on the *Estate* is viewed in a very serious light and is subject to stringent penalties, civil action and/or criminal investigation.
- 8.20. No helicopters or other airborne transportation vehicles, with the exception of Emergency Services, will be permitted to land anywhere on the *Estate*.

## **9. ANIMALS AND PETS:**

- 9.1. Municipal By-laws relating to pets are to be strictly adhered to.
- 9.2. Dogs are to be safely confined within your property boundary. When walked on *Common Areas*, dogs must always be restrained on a leash.
- 9.3. It is a requirement that any *Person* walking a pet outside their property has a suitable bag, device, or similar, in order to be able to immediately remove deposited excrement.
- 9.4. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. An implanted electronic chip is encouraged. Stray pets without identification will be rescued and taken to the SPCA or a suitable shelter.
- 9.5. *Residents* are to ensure that the necessary consideration towards neighbours is demonstrated regarding excessive barking of dogs, or loud noises from any other pet.
- 9.6. Pets may not be left unattended overnight or longer in a residence. Suitable arrangements need to be made.
- 9.7. No animals of any kind shall be bred, raised, 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*.
- 9.8. *Residents* are responsible for any *Personal* injury or property damage caused by their pets.
- 9.9. The *HOA* reserves the right to institute the necessary processes, including and not limited to legal processes for the removal of a pet which has become a nuisance on the *Estate* when notices and penalties have not had the desired result.

## **10. SECURITY:**

Any observed breaches or inconsistencies are to be reported to the *HOA* Security HOD.

- 10.1. Security protocols must always be strictly adhered to.
- 10.2. By entering the *Estate* all *Persons* accept that the *Estate* itself and the Security *Personnel* are equipped with surveillance technology 24/7. The implementation of security cameras at the gates will flag possible stolen vehicles upon entry and the SAPS will be contacted for further investigation.
- 10.3. Access control, as implemented by the *Estate*, is required to ensure the safety of *Residents*, *Members* and *Visitors*, and should be strictly adhered to.
- 10.4. Conditions to have Wave Access, Card Access, or any other means of pre-clearing for entry and exit to the *Estate*:
  - 10.4.1. Subject to Rule 10.4.2 Wave Access or Card Access will be revoked as a privilege if *Residents* or *Tenants'* *HOA* accounts are in arrears with any amount that is due and payable to ECGEHOA.
  - 10.4.2. Wave Access, Card Access and any other means of pre-clearing will be disabled for *Persons* who are in arrears and have failed to bring their *HOA* account up to date within 7 (seven) days from due date. This 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.

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

- 10.5. Access cards may only be used by the *Person* the card is registered to.
- 10.6. All *Country Club* staff, Tenants of the *Country Club* and their staff must be registered, and background checked before entry is allowed. Unregistered *Persons* will be denied access.
- 10.7. All *Residents*, *Tenants*, and other *Persons*, including household staff, 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*.
- 10.8. *Residents* are required to notify the *HOA* Security Department should database information related to their *Stands* or *Units* change in respect of household staff, new vehicles and registration numbers, pets, contact details, etc.
- 10.9. No *Visitor* may enter the *Estate* without providing Security *Personnel* with an identification document, whether it be a valid license, ID card or passport. A valid driver's license and car registration license are required and will be scanned for entry into the *Estate*.
- 10.10. Unregistered vehicles (license disk/plates) using a code or voice clearance will be denied access to the *Estate* unless the vehicle is new and awaiting registration.
- 10.11. A *Resident* may not drive a *Visitor* or Contractor's vehicle through the security control access or exit system. An access code or voice clearance should be used. When a *Resident* issues a code or voice clears, they take responsibility of the *Person* entering the *Estate*.
- 10.12. Any *Person* entering the *Estate* using a code or voice clearance, may only visit the *Stand* or Unit that granted access. Should *Visitors* require to visit more than one *Stand*, the responsibility remains with the *Resident* who authorised entry and who will be liable for any transgressions.
- 10.13. Cyclists and motorcyclists may not gain access by tailgating whilst entering the *Estate*. All cyclists or motorcyclists are required to use the prescribed security control method of registered access
- 10.14. Pedestrians, joggers, and pet walkers are required to use their registered access or card at the pedestrian turnstiles. No pedestrians may enter or exit via the motor vehicle lanes. .
- 10.15. Contractors / Service providers are required to use the Contractors Gate only. They may not use access codes to enter via the Main Gate.
- 10.16. Contractors without valid identification documents will be denied access to the *Estate*.
- 10.17. Household and domestic staff are required to use their registered access when entering or exiting the *Estate*. *Residents* may not drive registered household or domestics in or out of the *Estate*.
- 10.18. Household and domestic drivers are not permitted to transport other household or domestic staff through the motor vehicle lanes.
- 10.19. Household staff and casual workers who are not registered on the *Estate* Access Control System may not be driven into the *Estate* in *Resident* vehicles.
- 10.20. The parking of vehicles that in any way hinders access into or exiting the *Estate* is prohibited and will be towed away at the Owner's risk of damage or loss.
- 10.21. No money or any other form of an incentive may be given to Security *Personnel* without authorisation of the Security Manager. Any gift must be declared and recorded in the gift register.
- 10.22. *Residents*, *Visitors* and Security *Personnel* must ensure that, when entering or exiting the *Estate*, noise levels are kept to an appropriate level as not to disturb other *Residents*.
- 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. All suspicious activity, unauthorised access to the *Estate*, or other breach of security, are to be reported to the Control Room, and depending on the severity, the SAPS and *HOA* Security Department.

- 10.25. The *Estate* will always be manned by Security *Personnel*, and *Residents* are obligated, on request by such *Personnel*, to provide identification at any time.
- 10.26. Physical or verbal abuse of any Security *Personnel* will not be tolerated.
- 10.27. In the event of a *Member* installing a burglar alarm system on his property, it is recommended that it be linked to the *Estate* Control Room via an FSK transmitter. The *Member* is responsible to ensure that the alarm system conforms to and is compatible with the *Estate's* security system and control room electronic communications. Relevant details and documentation can be obtained from the *HOA* Security Department.
- 10.28. Penalties will be levied for alarms and panic buttons accidentally activated more than 3 (three) times a month.
- 10.29. 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.
- 10.30. 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.
- 10.31. Messengers of the Court, Sheriff of the Court, SAPS officers, and any other COJ appointed *Person* or contractor will not be denied access to the *Estate* and prior confirmation with the relevant *Resident* will not be obtained. Security *Personnel* will escort officials to the respective property.

## **11. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES:**

- 11.1. Should any *Member* let their property, they are required to advise the Security Department in writing that the property is to be let and shall provide a copy of the signed lease to the *HOA* at least 5 (five) working days prior to the intended occupation date. The *MOI*, *Rules and Regulations*, *Architectural, Building and Landscaping Requirements* and all other protocols will form part of the lease pack and the Lessor shall bind the Lessee to adhere to such *Rules*. The full leasing procedure and protocols can be obtained from the *HOA* Administration offices on request. All *Tenants* are required to undergo a background check, which includes the AFIS Criminal Database System, which digitally scans fingerprints against and an automated national criminal database, providing the ability to conduct enquiries regarding criminal history, credit checks, South African ID verification and Driver's License validity.
- 11.2. The *Members* are liable for the conduct of their *Visitors*, *Contractors*, *Employees* and *Tenants*, all *Persons* they allow access to, and any transgressions and accompanying penalties that may arise.
- 11.3. *Residents* are required to ensure that Household *Employees*, *Contractors* and *Employees*, and any other Service Providers 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 available from the *HOA*.
- 11.5. *Members*, *Residents* or *Contractors* are not permitted to bring onto the *Estate* any *Person* who does not have the appropriate documentation, such as a valid work permit.

## **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* Registered *Estate* Agent to manage the sale or lease. The requirements for an agent to be registered are determined by the *HOA* from time to time.
- 12.2. Unregistered Agents can only operate on a "By Appointment" basis, 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*.
- 12.3. The *Member* must ensure that the lessee is informed about, accepts and signs for a copy the *Estate Rules and Regulations* and the *Architectural, Building and Landscaping Requirements*.

- 12.4. The *Member* must ensure that Builders Code of Conduct and any other administrative regulations applicable at the time are adhered to.
- 12.5. A Clearance Certificate must be obtained from the *HOA* prior to any transfer. A clearance certificate will only be issued if:
  - 12.5.1. The statement of account of the *Member* selling it stand or unit is in good standing.
  - 12.5.2. The owner provides the *HOA* with a signed declaration that the home is fully compliant with the *Estate Architectural, Building and Landscaping Rules*.
  - 12.5.3. As built plans approved by the *HOA*, and City of Johannesburg are submitted to the *HOA*.
- 12.6. Every agreement for the lease of a property on the *Estate* is required to contain the following paragraph:

*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:*

*The Memorandum of Incorporation*

*The Estate Rules and Regulations*

*Architectural, Building and Landscaping Requirements*

*The Builders Code of Conduct*

  - 12.6.1. The lessee acknowledges that he/she is acquainted with the content of such documents and agrees to be bound thereby.
- 12.7. Leases shorter than six (6) months will not be allowed. Month to month lease extensions will be permitted on expiry of the original lease. Any leisure occupancy such as Air B&B, Guesthouses or similar rentals will not be allowed.

### **13. ADMINISTRATION AND OTHER:**

- 13.1. All Levies and other payments owing 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% above the prime rate.
- 13.3. All costs incurred resulting from reminders sent to levy account holders in arrears will be charged to the account holder.
- 13.4. The *HOA Board* is empowered and may amend the *Estate Rules and Regulations* from time to time, as may necessary, to comply with the various legislative governing bodies and to ensure the harmonious and orderly co-existence of *Residents*.
- 13.5. The *HOA* has the right to impose penalties for transgressions in line with the *Rules*. Such penalties or any other amounts will be charged to the *Member's* account and payable on the first day of the month.
- 13.6. The *HOA* reserves the right to institute the necessary processes, including and not limited to the legal processes for continued transgressions of a rule, the cost of which will be for the *Member's* account.
- 13.7. Every *Member* is obligated to comply with the *Memorandum of Incorporation*, *The Estate Rules and Regulations* and the *Architectural, Building and Landscaping Requirements* of *ECGEHOA* including any title deed conditions. A late building penalty is imposed on any *Member* who has not commenced building on his erf within 24 months from date of the first transfer of the erf from the Developer, failing which a late building statement of account, payable monthly until completion of the dwelling to the satisfaction of the *ECGEHOA*, 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 available for the monthly levy payment. For further information please contact the *HOA* Finance Department.
- 13.10. The *HOA* and the Country Club will not tolerate harassment, the use of foul language or discrimination by anyone against *Persons* who work for the *HOA* and the Country Club.
- 13.11. No alcoholic beverages to be served or consumed during *Member Meetings*.

#### **14. BUSINESS ACTIVITY:**

Any *Resident*, wishing to operate a business on their property must apply in writing to the *HOA* Security on the prescribed form. The *HOA* will consider the application on its discretion after taking into consideration the following:

- 14.1. The requirements of and compliance with Municipal By-laws. Any requirements stipulated by City of Johannesburg Municipal By-Laws will always be a prerequisite and approval for business activity by a *Member* or *Resident* will be strictly subject to compliance with such Municipal By-Laws at all relevant times, failing which, any *HOA* approved application may immediately be withdrawn by way of notice, giving the *Member* or *Resident* such written notification. Any *Member* or *Resident* submitting an application to operate a business on their property shall be allowed 21 (twenty-one) business days to comply with all relevant Municipal By-Laws, following provisional approval, failing which, the application will lapse and be of no further force or effect.
- 14.2. Increased traffic and safety implications.
- 14.3. Parking for *Employees* and customers.
- 14.4. Number of *Employees*.
- 14.5. Hours of Operation.
- 14.6. Service Offering.
- 14.7. Approval by the relevant Body Corporate in the event of a Sectional Title Complex.
- 14.8. Disturbance to other *Residents* and impact on the community as a whole.

The decision of the *HOA* is 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.

#### **15. THE GOLF COURSE**

- 15.1. It is acknowledged that the *Golf Course* is available for the enjoyment of all *Residents* of the *Estate* and Golfers.
- 15.2. Golfer are required to:
  - 15.2.1. Have a confirmed tee-off time on the day or are in the process of playing golf.
  - 15.2.2. Have reported to the golf check-in before play commences and have attended to all formalities required to play golf on the *Golf Course*.
  - 15.2.3. The *Golf Course* is an income generating asset. It consists of *inter alia*:
    - 15.2.3.1. Tee boxes.
    - 15.2.3.2. Fairways and rough areas.

15.2.3.3. Hazards (including water hazards such as ponds, lakes, rivers, and bunkers).

15.2.3.4. Putting greens.

15.2.3.5. Pathways.

15.3. In order to ensure the safe and orderly enjoyment of the *Golf Course* by Non-Golfers and *Residents*:

15.3.1. No *Person* may enter the *Golf Course* whilst the flags on the *Course* are up (Golfers are playing golf).

15.3.2. 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).

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

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

15.3.4.1. Disclaimers of responsibility; and

15.3.4.2. Potential damage to property and *Personal* injury caused by errant golf balls.

15.4. Non-Golfers will be entitled to have access to the fairways and pathways once flags have been removed. The following are prohibited from accessing:

15.4.1. Putting greens.

15.4.2. Tee boxes.

15.4.3. Sand bunkers.

Ponds, dams, and rivers (save for fishing or other recreational activities which are allowed in specifically designated areas and subject to the Rules).

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

15.6. No activity which may cause any damage to the *Golf Course* is permitted:

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

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

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

15.6.4. No littering.

15.6.5. Tampering with, or vandalism of, any signage, structures or other equipment is prohibited

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

## 16. GOLF CARTS

A minimum of a Learner's Licence is required for the operator of a Golf Cart during play.

## 17. INDEMNITY – DAMAGE FROM ERRANT GOLF BALLS

17.1. *Members* and *Residents* indemnify and hold harmless the *ECGEHOA*, 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.

17.2. *Members* and *Residents* are advised to have proper public liability insurance cover in the event of a golf ball causing material damage or *Personal* injury.

17.3. *Members* and *Residents* shall take appropriate measures to protect their *Persons* and property in

the eventuality of a golf ball causing material damage. Various technologies exist to provide such protection, including, but not limited to:

- 17.3.1. The installation of an appropriate specification laminated safety glass.
- 17.3.2. The application of an appropriate safety film ('anti smash and grab' type).
- 17.3.3. The installation of a glass security barrier – e.g., Trellidor Clear Guard or similar technology.
- 17.3.4. The installation of a Protective Net deterrent system with the prior approval of the *HOA*.

## **18. GOLF COURSE BOUNDARY**

- 18.1. If for reasons of privacy (for example to screen a swimming pool), a barrier is required between the House and the *Golf Course*, such barrier shall be achieved by the planting of vegetation or installing a palisade fence limited to 1,2 meter high, subject to the approval of the *HOA*.
- 18.2. Protective Net deterrent systems for *Golf Course* frontage homes is permitted under circumstances where errant golf balls may cause extensive material damage to property or the threat of *Personal injury* :
  - 18.2.1. The costs of erecting protective technology are borne by the *Member*.
  - 18.2.2. 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.
  - 18.2.3. Protective netting shall be screened by vegetation insofar as it is possible to do so, the costs of which are borne by the *Member*.

## **19. EAGLE CANYON COUNTRY CLUB & CLUBHOUSE**

The use of the *Clubhouse* facilities by *Members*, *Residents*, and *Visitors* is subject to the Rules and Code of Conduct Protocols.

- 19.1. Pets are not permitted within the *Clubhouse* except for the purposes of aiding a visually impaired *Person*.
- 19.2. 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.
- 19.3. The use of 'Hubbly-Bubbly', 'Hookah Pipe', or similar equipment, is prohibited .
- 19.4. No own purchased liquor product may be brought to or consumed at the *Clubhouse* facilities.
- 19.5. Unbecoming behaviour will not be tolerated, and the right of admission is reserved. Penalties may be levied against *Residents* in the event of such transgressions.
- 19.6. 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.

## **20. AESTHETICS AND BUILDING COMPLIANCE**

The full Architectural, Building and Landscaping Rules shall form part of these Rules. Copies are available from the *HOA* Administration office, the *Estate* website, : [www.eaglecanyongolfEstate.co.za](http://www.eaglecanyongolfEstate.co.za) under the *Estate* tab, or under the *Member's* stand on the Financial Portal. *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 MOI of the *ECGEHOA*, make, delete, amend, suspend, or add to the *Estate* Rules at any time. The latest approved version can be viewed on the official Eagle Canyon website [www.eaglecanyongolfEstate.co.za](http://www.eaglecanyongolfEstate.co.za) under the *Estate* tab, and loaded under the *Member's* Stand on the Financial Portal.

## **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* website.

## **23. DEVIATION OR RELAXATION**

With effect from the date of adoption hereof, the *Board* may consider any application received from a *Member* for deviation from, or relaxation of, or condonation for non-compliance with any of the conditions and/or rules provided for in these *Rules*.

The *Board* may delegate its authority to the *HOA* Management, or any of its officials, to approve any deviation, relaxation, or condonation for non-compliance with any *Rules*.

The *Board* or the *HOA* Management, duly authorised, may only approve any relaxation, deviation or condone non-compliance with any of the *Rules* after receipt of a written application and after considering all relevant information.

No deviation, relaxation, or condonation for non-compliance with these *Rules* shall be valid or of any effect unless reduced to writing and signed by an official representative of the *Board* or the *HOA* Management, as the case may be.



## 24. EAGLE CANYON GOLF ESTATE HOMEOWNERS' ASSOCIATION PENALTY SCHEDULE

ESTATE RULES & REGULATIONS PENALTY SCHEDULE				
CLAUSE	RULE BREACH	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE
5	Breaches under Good Neighbourliness	R750	R1,500.00	R3,000.00
6.1	Use of the Streets - Failure to comply with the <i>Estate</i> Rule of maximum 40km/h (and 25km/h in certain sections) on <i>Estate</i> roads *Stands with repeat speeding transgressions, will be charged an additional R1 000 fine as well as the stipulated amount for that speed.	Penalty per breach *: 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		
6.2	Use of the Streets - Excessive vehicle noise	R500.00	R1,000.00	R2,000.00
6.3 – 6.14	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 <i>HOA</i> property or <i>Resident</i> 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
10.9	Provide access to a <i>Person</i> without identity/license	R2,000.00	R5,000.00	R10,000.00
11	Breaches under Tenants, <i>Visitors</i> , Contractors and <i>Employees</i>	R500.00	R1,000.00	R2,000.00
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 <i>Penalty</i>	R1 000.00 (1 <sup>st</sup> Month)	R2 000.00 (2 <sup>nd</sup> Month)	R3 000.00 (>2 months)
13.10-13.11	Breaches under Administration and Other	R500.00	R1,000.00	R2,000.00
14	Breach under Business Activity per month until rectified	R1,000.00	R2,000.00	R5,000.00
15 & 18	Breaches under The <i>Golf Course</i>	R1,000.00	R2,000.00	R5,000.00
16, 17, 19	Breaches under Eagle Canyon Country Club and <i>Clubhouse</i>	R1,000.00	R2,000.00	R3,000.00
ARCHITECTURAL, BUILDING AND LANDSCAPING RULES – PENALTY SCHEDULE				
CLAUSE	RULE BREACH	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE
1	Breaches under Architectural, Building and Landscaping Rules for all new Building and Construction Projects, Alterations and Additions	R1,000.00	R2,000.00	R3,000.00
2	Breaches under Town Planning Controls	R2,000.00	R3,000.00	R5,000.00
3	Breaches under Treatment of Stand Boundaries	R1,000.00	R2,000.00	R3,000.00
4	Breaches under Building Design Requirements	R1,000.00	R2,000.00	R3,000.00
5	Breaches under Approved Building Materials	R1,000.00	R2,000.00	R3,000.00
6	Breaches under Back-up Power Installations	R1,000.00	R2,000.00	R3,000.00
7	Breaches under Solar Heating and Solar Power Installations	R1,000.00	R2,000.00	R3,000.00
8	Breaches under Rainwater harvesting	R1,000.00	R2,000.00	R3,000.00
9	Breaches under Prohibited Building Material	R1,000.00	R2,000.00	R3,000.00
10	Breaches under Construction Activities, Rules for Building Contractors, Sub-Contractors and Suppliers Operating within the <i>Estate</i>	R1,000.00	R2,000.00	R3,000.00
11 & 17	Breaches under Housekeeping and Site Safety	R2,000.00	R3,000.00	R5,000.00
12	Breaches under Approval of Building Plans	R2,000.00	R3,000.00	R5,000.00
12.4.5	Failure to comply within Building/construction time frame	R6,900 per month		
14 – 16	Breaches Landscape Requirements	R1,000.00	R2,000.00	R3,000.00

An offence is measured from when the transgression is raised with the defaulting *Member/Resident* in writing, thereafter the *Member/Resident* may follow the objection process. If the objection is carried, it will not be seen as an offence. Penalties to escalate in line with CPI.

Updated Rules and Regulations approved by the *ECHOA Board* on 19 July 2021.

The Penalty Schedule was approved at the AGM on 19 August 2021.