

SECTION C - CONDUCT RULES

Wild Dog Estate is a community Estate and the following Rules for communal living have been drawn up, adopted and proclaimed by the Trustees to ensure that all Members and Associated Persons abide by an acceptable code of conduct, and to ensure that they can live harmoniously together. It is vital that every Member understands and abides by these Rules and ensures that all of their Associated Persons do the same.

Rules have been compiled by category and listed alphabetically wherever possible. Please refer to the index for ease of reference, and to the Glossary contained in Section L for the definition of various terms used in these Rules, and the interpretation thereof.

1. Recordals

The following general provisions apply in respect of these Rules:

- 1.1. The rights of the general body of Members of the Association shall take precedence over the rights of any individual Member unless specifically stated otherwise, and shall at all times take precedence over the rights of any Associated Persons.
- 1.2. WDHOA's jurisdiction encompasses the entire Property, and extends to all Owners and their Associated Persons.
- 1.3. The WDE EMP (Environmental Management Plan) is hereby incorporated by reference into these Rules, and all Members and their Associated Persons shall be bound by the provisions of the said EMP and shall ensure that no breach of the EMP is committed or permitted. All Members shall have the obligation to report any breach or contravention of the EMP as soon as it comes to their attention, such report to be furnished in writing to the Trustees as soon as practically possible in the circumstances.
- 1.4. Each Member shall ensure that all of their Associated Persons are fully aware of and complete abide by the provisions and spirit of the Rules.

2. Animals and Pets

Explanatory Note:

The general rule is that no dogs or cats will be allowed on the Estate. No person shall be entitled to keep any pets or animals on the Estate, and no exception made or indulgence shown by the Trustees or the Association shall bind or prejudice the Association or operate as a waiver or precedent in regard to the enforcement of this general principle. Exceptions may be shown for guide dogs and in other extraordinary cases, in which event the rules referred to in paragraph 2.1 below shall apply. The only animal WDHOA will allow any Owner to keep on the Estate as a general exception are horses and these have to be kept according to specific rules and conditions, including those referred to in paragraph 2.1 below.

Each Owner and Affected Person shall:

- 2.1. not keep or harbour any animals or pets on any part of the Property, without the express prior written permission of the Trustees and which permission may, once granted, be withdrawn subsequently if the animal or pet is considered by WDHOA or the Trustees in their sole and unfettered discretion to constitute a nuisance to any person, or to constitute a safety and/or health hazard to any person, animal or thing on the Property or in the area surrounding the Property.
 - 2.1.1. Where the written approval of the Association has been duly obtained by an Owner to keep any pet or animal on the Property then the Owner and any of their Associated Persons shall strictly observe any conditions set out in the permit and shall, without limiting the generality of the conditions or any of the other Rules, observe the following:
 - 2.1.2. Animals and pets are not allowed to roam the Common Property, roads or any other parts of the Estate outside a Villa unless effectively restrained at all times under the direct physical control of an adult person who shall, jointly and severally with the relevant Owner, at all times be strictly liable for any nuisance, harm or damage of any nature whatsoever caused or contributed to directly or indirectly by such pet or animal.
 - 2.1.3. Any such pet or animal may be removed by or at the behest of the Trustees without prior notice to the owner thereof and be confiscated and/or handed to the local municipal pound or the SPCA, the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose.
 - 2.1.4. Any plants, materials, equipment or other things destroyed, damaged or consumed by a pet or animal shall be replaced by the relevant Owner within 7 days from the date upon which such destruction, damage or consumption first occurred, failing which the Trustees shall be entitled (but not obliged) to replace same, the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose.
 - 2.1.5. Should any excrement be deposited or other mess be caused by a pet or animal, the owner of the pet shall immediately remove it and remedy any visible signs thereof forthwith, failing which the Trustees shall be entitled (but not obliged) to remove and/or remedy same, the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose.
 - 2.1.6. Every pet and animal must wear a tag, collar or similar suitable visible means of identification indicating the name, telephone number and address (within the Estate) of its Owner. Stray pets without identification tags will be confiscated and/or handed to the local municipal pound or the SPCA, the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose.

- 2.1.7. The Association reserves the right, through its Trustees and other authorized agents, to have a pet or other animal either tranquilised, destroyed or both should it become a danger or nuisance within the Estate, and the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose. The Trustees have an unfettered discretion in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and of the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.
- 2.1.8. All animals and pets shall be kept clean and disease free, failing which the Trustees shall be entitled (but not obliged) to have the pet or animal examined, treated and cleaned by a qualified vet, the entire cost of which shall be added to the relevant Owner's levy account, in addition to any Fine which the Trustees may deem fit to impose. In serious cases the Trustees may exercise the rights reserved in the preceding paragraph. The Trustees have an unfettered discretion to order the inspection by a vet of any pet or animal on the Estate, the entire cost of which shall be added to the relevant Owner's levy account from time to time.
- 2.2. not kill, deliberately frighten or harm in any way any animal, bird or other fauna on the Property, or shoot, deliberately frighten or harm any animal, bird or other fauna which may be outside the Property, from within the Property.
- 2.3. not bury any animal, bird or reptile carcass on the Property.
- 2.4. not hang any meat, skin or fish to dry or cure on the Property.
- 2.5. not hunt, shoot or capture or keep any animals in captivity.
- 2.6. report any sick or dead animals to the WDHOA as soon as possible.
- 2.7. not feed any wild animals on the Property or encourage or entice any animals which are outside the Property to enter the Property.

3. *Domestic Workers and Labour*

- 3.1. Owners will, subject to any terms, conditions and other requirements of the Trustees, be supplied with cleaning staff, garden services and au pair services where available. However, if any Owner insists on using their own domestic employees or gardeners, then:
- 3.1.1. such domestic employees or gardeners, and their spouses and children, must be housed inside the Villa as part of the household.
- 3.1.2. at no time may such domestic employees or gardeners, or their spouses or children, visit or fraternise with the WDE Staff in the WDE Staff quarters.
- 3.1.3. at no time may such domestic employees or gardeners, and their spouses and children, receive any visitors

- 3.1.4. spouses and children of domestic employees and gardeners shall only be allowed onto the Estate with the express prior written consent of the Trustees, which consent shall be temporary only, and subject to any conditions which the Trustees may attach thereto from time to time, A separate consent is required in respect of each spouse or child, and shall lapse automatically when the employment relationship with the relevant domestic employee or gardener is terminated for any reason. An application for consent shall be in a form decided upon by the Trustees from time to time, who may (in addition to any other information required by them for that purpose), require proof of identity, nationality, birth, marriage, employment agreement, criminal records, medical conditions and related records or certificates. The Trustees may charge an administrative fee from time to time in respect of any such application, in an amount which they deem reasonable in their sole discretion.
- 3.1.5. the Association reserves the right, through its Trustees and other authorized agents, to have any domestic employee or gardener, or any of their spouses or children physically ejected from or evicted from the Estate, should they breach any of the Rules, or refuse to leave the Estate when requested to do so by the Trustees or the Association's security personnel, or if they become a nuisance within the Estate. The entire cost including all legal and other costs, of such eviction, whether successful or unsuccessful, shall be added to the relevant Owner's levy account in addition to any Fine which the Trustees may deem fit to impose. The Trustees have an unfettered discretion in regard to the decision to evict such a person, but will not exercise the said right without first having directed a written notice to the Owner affording the owner a reasonable opportunity to remedy the situation.
- 3.2. All labour supplied by WDHOA must be approved and vetted by the WDHOA who will also determine salary scales and other conditions of service from time to time.
- 3.3. All domestic employees and gardeners, and their spouses and children, shall be required by the Association to wear identification cards or tags which must be carried at all times, failing which they will not be allowed to enter the Estate, or if already on the Estate they may be ejected by Estate security personnel. All such domestic employees and gardeners, and their spouses and children, must be registered with the Association before being allowed entrance to the Estate.
- 3.4. All domestic employees and gardeners, and their spouses and children, shall strictly observe all Conduct Rules at all times, and Owners shall be responsible for any breaches of any Rules by them.
- 3.5. Domestic employees and gardeners, and their spouses and children shall not be allowed to make use of recreation facilities, fishing and hiking facilities and other common facilities, or use and enjoy the Common Property, otherwise than as strictly necessary to gain access to the relevant Owner's Stand or exit the Estate by the shortest permissible route.

4. *External Visual Aesthetics*

Every Owner, Affected Person and their Associated Persons shall

- 4.1. not display any veranda or patio furniture or make use of any other external furniture, fixtures, fittings, equipment, improvements or other items whatsoever which in the sole and unfettered discretion of WDHOA, are aesthetically displeasing or uncomplimentary to the general ambiance of Wild Dog Estate.
- 4.2. maintain and keep clean and tidy the area immediately surrounding their Villa and their driveway.
- 4.3. ensure that all caravans, trailers, boats, machinery, equipment, tools, engine and vehicle parts and any other items or structures not compatible with the aesthetic appearance of the Estate, are to be situated out of view from the Common Property and inside the Villa buildings out of sight of adjoining Stands and properties. Such screening shall be aesthetically pleasing and if in the sole and unfettered discretion of the Trustees it is aesthetically displeasing or uncomplimentary to the general ambiance of Wild Dog Estate, the Owner shall forthwith remove such screening, any of the articles and items referred to in this paragraph.
- 4.4. not under any circumstances store or dump building material and building rubble as well as top soil, refuse, rocks and compost on Stands, roads or roadsides, or on any other part of the Common Property not specifically set aside by the Association for that purpose.
- 4.5. not plant any trees or plants, or if already existing remove any tree or plant, without the prior written permission of the Trustees. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
- 4.6. repair any damage to roads, pavements, traffic signs, lampposts and any other equipment, infrastructure or facilities, at the cost of the Owner causing or permitting it, and if the party causing the damage is one of the Owner's Associated Persons, then jointly and severally by the relevant Owner and the responsible Associated Person. Damage to any of the foregoing must be reported to the Trustees as soon as possible by any party causing it or any other party noticing it. The party causing or responsible for the cost of repair of the damage will be afforded three working days to repair the damage at their own expense, failing which the Association will carry out the work and claim the cost thereof, together with interest at the maximum interest rate permitted by law and legal costs as between Attorney and Client, from the responsible Owner and/or relevant Associated Person(s) (by adding it to the relevant Owner's monthly levy, or instituting legal proceedings directly, or both, if the Trustees so choose in their sole discretion).
- 4.7. maintain their driveways, and keep them. The Association shall be entitled to do so on the Owner's behalf and claim the cost thereof, together with interest at the maximum interest rate permitted by law, from the responsible Owner (by adding it to the relevant Owner's monthly levy, or instituting legal proceedings directly, or both, if the Trustees so choose in their sole discretion).

- 4.8. keep garage doors closed at all times other than when normal entry and exit is taking place.
- 4.9. not erect or affix any advertisement, boards or notices in or on any part of the property or allow same to be affixed.
- 4.10. not allow any of their possessions or any refuse, linen or clothing to be left or hung outside the Unit, except in the designated service yard which shall be screened by a wall.
- 4.11. ensure that satellite dishes or any form of aerial must be authorised in writing by the Trustees prior to installation. The dish should be installed within the roof space or can be mounted outside in the screened services yard area.
- 4.12. not use of any kind of shade cloth or awnings without prior written approval from the Trustees.
- 4.13. not make any alterations, extensions or additions to the exterior of the Villa without first obtaining written permission from the Trustees.
- 4.14. not display any signs on the Unit except for regulation legal notices, without prior written approval by the Trustees.
- 4.15. not use any decorative house name boards other than those supplied by the WDHOA.
- 4.16. not erect any flags, flagpoles, radio aerials or any other poles, antennae or satellite dishes without the prior written approval of the Trustees.
- 4.17. abide by all directives given by the Trustees from time to time in respect of standardised signage and/or numbering of Stands, and the naming of any Villas.

5. *Fires*

The Estate lies in a very high risk fire area and as such Owners and their Associated Persons must, at all time, be extremely vigilant, especially during the dry months (approx May-September). Wild Dog Estate is not an island in isolation but is an integral part of the greater community whose members look after each other. The Association belongs to the local Community Watch and Radio network and abides by the district's fire laws. Firebreaks may not look very aesthetically appealing but they are not negotiable and the Association will always burn the maximum size breaks required.

Each Owner and their Associated Persons who are resident on the Estate shall:

- 5.1. be obliged to help out in times of emergency when called upon to do so by the Duty Fire Warden.
- 5.2. obey the instructions of the Duty Fire Warden at all times and not obstruct or prevent the fire fighting teams from doing their jobs in any way.

- 5.3. not make any fires on the property other than in the areas specifically provided therefore.
- 5.4. not store or harbour within the Unit or anywhere else on the Property or Common Property any goods, which may negatively affect or vitiate any fire insurance policy held by the Association or the Developer, or increase the premium payable in respect of such policy. This rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic purposes.
- 5.5. not make, store or ignite any fireworks, combustible chemicals, highly flammable substances or other explosives or incendiary devices on the property.
- 5.6. not throw any cigarette stub anywhere on the Estate.
- 5.7. not do or permit anything on the Property that may in any way increase the risk of veldt fires.
- 5.8. promptly take all reasonable steps, with due regard to and subject to the safety of any person, to put out any fires started by them, or originating on or traversing their Stand, and to immediately to notify the Duty Fire Warden and Estate Security of any fires they become aware of.

6. Functions

- 6.1. For the purpose of this paragraph 6, "function" shall mean any celebratory function, party, ceremony, reception, event or similar gathering, whether religious or secular or otherwise,
- 6.2. The Association has no objection to Owners or Affected Persons entertaining a reasonable number of guests, however, large functions and parties are discouraged because of disruption caused in terms of parking and the general disturbance of and inconvenience to the other Members. Therefore no function involving a total of more than 20 persons (excluding catering personnel) may be held without the prior written consent of the Trustees. Any such function shall be conducted strictly in accordance with the Rules and any conditions imposed by the Trustees in their sole and unfettered discretion. The Trustees may invite comments from, and may take into account the views of, other Owners and neighbouring residents in deciding whether to grant such consent, but shall not be bound by such comments and views.
- 6.3. The obvious place to hold a function on Wild Dog Estate is at the Hotel (once established) which would provide plenty of parking and would be specifically equipped and geared to handle all large functions.
- 6.4. Should any Owner or Affected Person wish to hold a function where a total of more than 20 persons (excluding catering personnel) will be attending (a "large function") then the relevant Owner or Affected Person shall:

- 6.4.1. advertise the large function by written notice to all immediate neighbours on at least the four Stands nearest to the relevant Stand where the large function is to be held, and to the Trustees, such notice to be given not less than one month prior to the holding of the large function. The Trustees may, in their sole discretion, forward the notice for comment to any other interested parties;
 - 6.4.2. obtain special prior written permission from the Trustees before arranging and holding the large function. Such permission is to be sought timeously and shall be accompanied by a guest list and parking plan reflecting the names of guests and vehicle registration numbers of all guest vehicles. The Trustees may grant the special permission subject to any conditions they deem fit, taking into account any objections from the immediate neighbours and other interested parties referred to in the preceding paragraph;
 - 6.4.3. if the said special permission is granted by the Trustees, provide Estate Security not less than 7 days before the said function with a guest list and parking plan reflecting the names of guests and vehicle registration numbers of all guest vehicles, failing which all such guests and vehicles shall be refused access to the Estate.
- 6.5. WDHOA is under no obligation to automatically grant permission and any restrictions imposed on any functions shall be strictly adhered to. Owners and their Associated Persons are responsible for and indemnify the Association and the Trustees in respect of any direct or indirect loss, injury or damage arising from or in connection with any function held or arranged by them at the Estate.

7. *Gardens*

Each Owner shall;

- 7.1. use WDHOA's appointed landscaper to design the Unit's garden which is tightly restricted to the maximum building footprint of 400 m², the wooden deck around the Unit, the patios and immediate driveway and parking area near the garage. Any exception to this paragraph shall require the private written consent of the Trustees.
- 7.2. not collect or take any natural or other materials from the Property including but not limited to stones, flora, or remains of any fauna.
- 7.3. not introduce or cultivate any prohibited flora, which can be classified as harmful, alien or invasive such as American Bramble or Wattle on the Property.
- 7.4. not use any harmful chemicals, poisons, herbicides or insecticides under any circumstances unless approved by the Trustees, and then strictly subject to any conditions laid down by the Trustees and also any directions, criteria or other requirements for the use of such substances as laid down by the manufacturers or in terms of any law.

8. General

Each Owner and their Associated Persons shall:

- 8.1. display reasonable respect and consideration for other Members, their Associated Persons and the officers, agents and representatives of the Association at all times.
- 8.2. not cause or permit any noisy or disorderly conduct, of whatsoever nature, on the Estate or do or permit any act, matter or thing in or about the Unit and/or Common Property which shall constitute or cause a nuisance or inconvenience to any other person, institution or entity on the Property.
- 8.3. ensure that music and noise levels are unobtrusive and do not to create a disturbance to neighbours and other residents.
- 8.4. not distribute any private, religious, ethnic, cultural, secular, charity or commercial advertising, notices, brochures or any other advertising media in or around the Estate without the express prior written consent of the Trustees
- 8.5. not hold any form of auction, sale or similar event on the Estate, without the express prior written consent of the Trustees. Such consent may be given in the sole and unfettered discretion of the Trustees, who shall be entitled to stipulate any conditions they may deem fit, and may also levy any administrative or other charge in connection with such an event in their sole discretion.
- 8.6. not use any part of the Property or Common Property, or permit it to be used, in such a manner or for such purposes as shall be detrimental to the goodwill, good name and reputation of any share-block scheme, time-share scheme, lease-pool scheme or other similar scheme established and/or operated by the Developer and/or the Association on the Estate at any time.
- 8.7. not undertake any commercial activities of any kind on the Property, without the prior written consent of the Trustees, which consent shall be required in respect of each and every separate activity. The Trustees shall be entitled to specify any conditions in respect of such consent, and to levy an administrative or any other fee in respect of such commercial activity taking into account the nature and extent of the relevant activity and any impact it may have on the Estate or its occupants, and any burden which it may place on the Association or the Trustees, and any other factor in the sole and unfettered discretion of the Trustees. Any consent given by the Developer during the Development Period shall be deemed to be a consent issued by the Trustees in terms of this paragraph. Where any Owner or their Associated Persons wish to conduct any commercial activities, businesses or establish a home office on any part of the Estate, the following shall apply:
 - 8.7.1. No business may be conducted on the Estate without the prior written permission of the Association's Trustees decided at a duly constituted meeting of Trustees. A single Trustee does not have the authority to allow or approve any such business activities;

- 8.7.2. An Owner wishing to conduct business from his Property must submit a fully motivated and detailed application to the Trustees in writing and copies of the application must be provided to the owners of all adjoining properties. The Trustees shall be entitled to determine which Stands or other parts of the Estate constitute "adjoining properties" in their sole and unfettered discretion. The application will be heard at the next ensuing meeting of Trustees and affected Owners and other Associated Persons will be entitled to make representations to the Trustees in writing, such representations to be submitted not later than 48 hours before the relevant Trustees meeting. The Trustees' decision in this regard will be final and binding and not subject to appeal or review. Re-application by the same owner for materially the same right will only be entertained in the event of additional information being submitted and/or circumstances having changed materially;
- 8.7.3. Without binding the Association's Trustees it is recorded that, amongst other criteria, they will consider the following criteria in considering an application, namely:
- 8.7.3.1. Whether the business will probably cause an undue increase in the number of vehicles in the Estate;
 - 8.7.3.2. Whether the business will generate undue noise or any nuisance;
 - 8.7.3.3. Whether the business will have an adverse effect on neighbouring Stands or other parts of the Property;
 - 8.7.3.4. Whether the business may possibly lead to an increase in criminal activities;
 - 8.7.3.5. Whether the business will be beneficial to the general character and nature of the Estate;
 - 8.7.3.6. Whether the business will require additional construction or maintenance work to be carried out on the Estate from time to time and whether there will be any effect on the Services to be rendered in the Estate;
 - 8.7.3.7. Whether the Owners or occupants of adjoining properties favour the application or not, and the reasons for their views;
 - 8.7.3.8. Whether adequate parking will be available;
 - 8.7.3.9. Any other matters as the Trustees may consider relevant in their sole and unfettered discretion.
- 8.8. not contravene, or permit the contravention of, any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the Buildings or the Common Property, or so contravene or permit the contravention of the conditions of title applicable to the Unit or any other Unit.

- 8.9. not set up a caravan, tent or any temporary mobile accommodation on the Estate, or set up or take steps or allow or suffer to be taken to set up camp on a temporary or permanent basis anywhere on the Property.
- 8.10. utilise or operate any mechanical, motorised or electrical equipment or implements such as chainsaws, weed eaters, drills, grinders or any other equipment that makes a noise audible beyond the range of 25 metres, subject to any directions given by the Trustees from time to time, and only during working hours which are as follows:
- 08:00 – 16:00 on weekdays.
 - 08:00 – 12:00 on Saturdays.
 - not at all on Sundays and public holidays, or any other days which may be indicated from time to time by the Trustees.

9. *Helicopters/Planes*

- 9.1. No motor driven aircraft may be landed at any place on the Estate without the express and prior written permission of the Trustees. All application for permission must be in writing and given to the Trustees timeously in order for adequate security and other arrangements to be made, failing which the relevant aircraft will not be permitted to land or if it has already landed then the pilot and passengers will not be allowed to disembark, and may be restricted to the immediate area surrounding the aircraft or ejected from the Estate without further notice. Any such permission shall be subject to any requirements which may be applicable in the Estate in regard to security, safety and access.
- 9.2. This rule shall not apply to legitimate Emergency Services performing rescue operations.

10. *Occupation of Units*

Each Owner shall;

- 10.1. use a dwelling for residential purposes only.
- 10.2. ensure that no Villa accommodates more than 2 (two) people per bedroom at any given time. The Estate is restricted to having 376 people sleeping on the premises. (*This excludes WDE staff*). Of the 376 people, 40 can sleep in the Hotel and 336 in the Villas. For this reason the maximum number of beds that may be accommodated per Villa are two single beds, or one double bed per bedroom:- i.e. a maximum of two people per bedroom. No alternative bedding other than is provided for in the designated bedrooms may be utilised. (e.g. Couch beds, camping beds etc.)

- 10.3. ensure that the Unit shall be occupied and used personally only by the Owner and/or the relevant Owner's family, guests or representatives and that the number of such persons residing in a Unit at any time does not exceed the number of beds permitted in respect of the Unit, as approved in terms of the Plans or as otherwise directed by the Trustees from time to time.
- 10.4. obtain the prior written approval by the Trustees in respect of any Affected Transaction, before concluding or implementing any Affected Transaction, failing which the Trustees shall be entitled to disregard the Affected Transaction and not permit or allow any person access to the Estate who may purport to derive any right of access to, or the use and occupation of, any property forming part of the Estate from such an Affected Transaction. The Trustees shall be entitled, in addition to any other requirements or conditions which they may set in respect of any Affected Transaction, to demand that any Affected Person or any Associated Person shall first sign a written undertaking to be bound by the provisions of these Rules and the Manual in general, prior to granting any such person access to the Estate.

11. Open Spaces

Each Owner shall;

- 11.1. not light a fire, cook or prepare any food, or hold any picnic or similar event anywhere on the Estate other than areas specifically designated or approved of by the Trustees, or where provided for in the approved Plans in respect of any Unit.
- 11.2. not use open spaces in a manner or through behaviour, which unreasonably infringes with the use and enjoyment thereof by other Members or Guests, or in such a way which can be deemed by the WDHOA to be a nuisance and disturbance.
- 11.3. not litter any item whatsoever on the Estate. All rubbish must be placed in the waste bins specially provided.

12. Post

- 12.1. The Estate post will be delivered to a common PO Box/Bag at the Underberg Post Office. All post will be collected daily and distributed to each Owner's individual post box at the gate house of the Estate. Each Owner shall have the responsibility to collect their own post from their box at the gate house.
- 12.2. No courier or other delivery services will be allowed access to the Estate without the prior written consent of the Trustees in order for adequate security arrangements to be made. No general consent will be granted, and consent in respect of each and every delivery will be required.

13. Refuse

Each Owner and Affected Person shall deal with refuse in accordance with the EMP and assist the Association to dispose of and/or recycle such refuse for other waste in an efficient and environmentally friendly manner. Without limiting the generality of the foregoing, each Owner shall:

- 13.1. design the Unit's kitchen with an easy system to automate waste disposal as per WDHOA specifications.
- 13.2. supply five (5) dustbins which comply with WDHOA specifications. (WDHOA will purchase these bins in bulk and make them available for sale to all owners).
- 13.3. sort all waste material and place in the appropriate refuse bin. Waste must be sorted as follows;
 - glass
 - plastics
 - paper
 - metal
 - organic decomposable material

14. Restriction of Services

- 14.1. In the event of a drought or any problem relating to the water supply, the Owner must comply with the water restrictions laid down by the Trustees from time to time.
- 14.2. The Trustees shall be entitled to order that any of the services be restricted or temporarily suspended from time to time in the interests of health, safety, public interest, financial constraints or any other reason which is in the interest of the general body of Owners in the sole and unfettered discretion of the Trustees.

15. Sporting and Recreational Facilities

Each Owner and all Associated Persons shall:

- 15.1. use the Property only for trout fishing, hiking, game and bird watching, horse riding and other purpose incidental thereto.
- 15.2. use the sporting facilities constructed / to be constructed on the Property for the purposes for which they are intended.
- 15.3. only walk, run or ride a bicycle or horse on paths / roads which have been demarcated by WDHOA, and not make any new paths on the Property.
- 15.4. comply with all fishing regulations as laid down by the WDE EMP, which may be changed from time to time.
- 15.5. not set up any form of camp on the Estate.

- 15.6. only picnic in the designated areas.
- 15.7. exercise respect and not intrude on the privacy of other residents whose Properties front onto the rivers.
- 15.8. utilise the rivers only in the manner prescribed by the WDHOA.
- 15.9. observe swimming pool rules at all times and not allow children under the age of 10 to be in the pool area unsupervised.
- 15.10. note that any damages or breakages to communal Property will be charged to the relevant Villa.

16. *Traversing Rights*

- 16.1. If Wild Dog Estate is able to obtain traversing rights over adjoining properties, it shall be entitled at any time in the future to enter into reciprocal servitudes for the recording of such traversing rights and to grant to such adjoining properties similar rights for traversing purposes.
- 16.2. The Association and/or the Trustees and/or the Developer shall be entitled to enter into any agreements with owners of adjoining properties in respect of any reciprocal traversing rights, and shall be entitled to grant traversing rights over any Common Property on the Estate.

17. *Vehicles*

All Owners and their Associated Persons, and all vehicles entering or being operated on the Estate shall be subject to the following rules:

- 17.1. Operators of any vehicles in the Estate shall comply with the general rule that the roads on the estate are for the use of all, whether on foot, cycle, horse, car, bus or truck. In our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on all adults and especially on parents who need to educate and control their youngsters. Pedestrians and animals must be given the right of way on roads within the Estate.
- 17.2. Operators of any vehicles in the Estate shall only drive any vehicles for the purpose of commuting and not for recreational purposes.
- 17.3. Operators of any vehicles in the Estate shall only drive on roads demarcated by WDHOA, and not make any new roads on the property. Any person found driving off road on the veldt will be fined R5, 000 for the 1st offence. Any subsequent offence of the same nature will attract a fine of R10, 000.

- 17.4. Owners shall provide a golf cart for the exclusive use of the Unit, and wherever possible use the golf cart to commute on the Estate as opposed to using a motor vehicle. (WDHOA will commission a golf cart manufacturer to produce suitable bodies for golf carts which will take into account our specific area's weather conditions.)
- 17.5. Operators of any vehicles in the Estate shall not travel at a speed in excess of 25 (twenty-five) kilometres per hour when travelling in any vehicle on the Property. Should the need arise the WDHOA may impose lower speed limits in which case signs will be erected on the road in question until further notice.
- 17.6. Operators of any vehicles in the Estate shall not drive scooters, motor cycles or quad bikes on the Property nor any vehicle with a noisy exhaust (e.g. some beach or dune buggies)
- 17.7. Operators of any vehicles in the Estate shall not park on grass verges, pavements or in front of driveways to Units. Parking may only be done so in areas designated for that purpose.
- 17.8. Operators of any vehicles in the Estate shall ensure that all caravans, boats and trailers are parked only in the designated area as set aside by the WDHOA.
- 17.9. Operators of any vehicles in the Estate shall not park more than 4 (four) vehicles at any time at or around the Unit, and not park any vehicles in any areas other than those designated by the directors from time to time.
- 17.10. Operators of any vehicles in the Estate shall not use any vehicle's hooter except in an emergency. The use of hooters to beckon people is strictly prohibited.
- 17.11. Operators of any vehicles in the Estate shall not drive any vehicle on the Estate unless he has a valid driver's license.
- 17.12. Operators of any vehicles in the Estate shall not drive or operate any kind of vehicle on the Estate while under the influence of alcohol or drugs or medication which can interfere with co-ordination.
- 17.13. Operators of any vehicles in the Estate shall not operate any vehicle in such a manner which can be deemed to be a danger or a nuisance to any other person or animal on the Estate.
- 17.14. Operators of any vehicles in the Estate shall allow security the right to search any vehicles at any time in an effort to prevent theft and/or poaching on the Estate.
- 17.15. Taxis or similar vehicles will not be allowed into the Estate. Metered or chartered taxis or similar vehicles will only be permitted in the Estate with the express prior written consent of the Trustees, which consent shall be required in respect of each journey consisting of an entrance into and exit from the Estate by such a vehicle. Notwithstanding the aforesaid, the Trustees shall be entitled to enter into an agreement with any company or organisation which operates such services in order to conduct public transport within the Estate from time to time.

18. Relaxation Or Indulgence

- 18.1. No relaxation or indulgence which the Trustees or Association may show to any Owner or their Associated Persons shall in any way prejudice the Trustees' or Association's rights in terms of these Rules in particular or the Manual in general and no such relaxation or indulgence (whether on one or more occasions) shall operate as a waiver or abandonment of the Trustees' or Association's rights or preclude or stop the Trustees or Association from strictly enforcing such Rules or other provisions of this Manual, or from exercising any rights or powers enjoyed by them hereunder or performing any duties set out in this Manual.
- 18.2. No relaxation or indulgence which the Trustees or Association may show to any Owner or their Associated Persons shall constitute a precedent to be relied on by other Owners or their Associated Persons, or operate as a waiver or abandonment of the Trustees or Association's rights to act against any other Owner or their Associated Persons.