ANNEXURE F

THE COVES

NATURALLY PERFECT

ASSOCIATION INCORPORATED UNDER SECTION 21 COMPANY REGISTRATION NUMBER: 2003/010909/08

CODE OF CONDUCT

THE COVES GOVERNING BODY NPC

Contents

1. PRELIMINARY 3
2. BINDING NATURE 3
3. DEFINITIONS AND INTERPRETATION 3
4. INDEMNITY 4
5. WRITTEN CONSENT 5
6. SAFETY AND SECURITY 6
7. BEHAVIOR WITHIN THE ESTATE 7
8. ADVERTISING, PAMPHLET DISTRIBUTION OR CANVASSING 7
9. NEIGHBOUR RELATIONS 7
10. FACILITIES AT THE COVES 10
11. LITTERING, REFUSE, WASTE DISPOSAL AND PEST CONTROL 11
12. KEEPING OF PETS 12
13. LETTING 13
14. SALES AGREEMENT 14
15. BUSINESSES AT THE COVES 15
16. VEHICLE AND ROAD USAGE 15
17. SERVICES AND INFRASTRUCTURE AT THE COVES 16
18. THE COVES AERO CLUB 17
19. BOATING AND WATER USE 19
20. ESTATE MANAGEMENT EMPLOYEES 21
21. STORAGE OF FLAIMABLE MATERIALS 21
22. GENERATORS 22
23. CONDITIONS RELATING TO THE INSTALLATION OF PHOTOVOLTAIC PANELS 22
24. COMPLAINTS 23
25. MEDIATION AND ARBITRATION 23
26. BUILDERS CODE OF CONDUCT 24
27. NOTICE OF BREACH 24
28. PENALTY IMPOSITION 24

Undertaking 25

ANNEXURE A – PENALTY STRUCTURE 25

Undertaking 27

The Coves Rules and Code of Conduct Proposed Amendment/s

Code of Conduct as approved at AGM 23 November 2024

The following amendments are proposed to The Coves Rules and Code of Conduct:

1. **PRELIMINARY**

1.1. These Estate Rules have been established in accordance with the Memorandum of Incorporation and enforced by the Board of Directors and the management team of The Coves Governing Body NPC ("the Association"), to provide for the use and enjoyment of the common areas, to promote the harmonious co-existence of all members and/or occupiers of erven within the Estate, to advance and protect the Estate, and to manage the collective interests common to all members.

2. **BINDING NATURE**

2.1. These Estate Rules shall be binding on all members and/or occupiers, including their visitors, and it shall be the duty of the member/s to ensure compliance with these Estate Rules by their occupiers, tenants, visitors, and/or employees.

2.2. Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the member of the portion will be strictly liable to pay for the damages incurred, and/or to pay the penalties imposed by the Governing Body.

2.3. The members concerned may further be held liable for damages, penalties, expenses, and charges incurred by the Governing Body in enforcing compliance with the Estate Rules.

3. **DEFINITIONS AND INTERPRETATION**

3.1. In these Management estate rules, the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

(a). "**Association**" means The Coves Governing Body NPC, and "Estate" has a corresponding meaning;

(b). "**Breach**" means any kind of contravention of the rules contained in this document by any member, occupier, tenant, their visitors or employees;

(c). "**common area/s**" means the common areas within the Estate;

(d). "**Community Schemes Ombud Service Act**" means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;

(e). "**disturbing noise**" means a noise level which exceeds the zone sound level or, if no zone sound level has been designated, a noise level which exceeds the ambient sound level at the same measuring point by 70 dBA or more;

(f). "**Erf**" means an erf situated within the Estate, and "erven" and "property" shall have a corresponding meaning;

(g). "**Estate Rules**" means these rules which govern the Estate as contained in this document, amended from time to time, subject to the Memorandum of Incorporation;

(h). "**Memorandum of Incorporation**" means the Memorandum of Incorporation of the Association;

(i). "**motor vehicle**" includes any vehicle, truck, motorcycle, or motorised scooter;

(j). "**occupiers**" means any person/s occupying a portion, other than the member, including a family member/s, tenant/s, visitor/s, and guest/s;

(k). "**ombud**" means a person contemplated in the Community Schemes Ombud Service Act;

(l). "**member**" means the person/s in whose name the erf is registered at a deeds registry, or in whom membership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is a member, the executor of a member who is deceased, or the representative of a member who is a minor, or of unsound mind, recognised by law, and "owned" and "**membership**" have a corresponding meaning, and

(m). "**pets**" means all animals as referred to in clause 12 herein.

(n). "**tenant**" means a person or entity who occupies and pays rent for a property owned by someone else, typically a landlord or a property management company. The property may be a residential house, boat locker, hangar, or any other type of real estate. The Tenant has a legal agreement with the Landlord, known as a lease or rental agreement, which outlines the terms and conditions of their tenancy, including the duration of the lease, the rent amount, and any restrictions related to the use of the property. The Tenant is responsible for paying rent on time, maintaining the property in good condition, and complying with all the applicable laws and regulations, including The Coves' Estate Rules.

3.2. In the interpretation of these Estate Rules:

(a). The singular number will include the plural, and the converse will apply;

(b). The masculine gender will include the feminine and neuter genders, and the converse will apply, and

(c). A reference to natural persons includes legal persons, and the converse will apply.

4. **INDEMNITY**

4.1. Any person/s on the common areas of the Estate, or using any of its facilities or services, do so entirely at their own risk, no person/s will have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

4.2. The Association will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their property directly or indirectly, in or about the common areas or its amenities, nor for any act done or for any neglect on the part of the Association, the Directors, or any of the Association's employees, agents and/or contractors.

5. **WRITTEN CONSENT**

5.1. Whenever the written consent of the Directors is required in terms of these Estate Rules, an application for such consent must be made in writing, and the applicant member must furnish the management team, on behalf of the Directors, with all the details and documents as may be required by the Directors, in accordance with these Estate Rules.

5.2. The written consent of the Directors in terms of these Estate Rules, or the withdrawal thereof, shall be in such format as decided upon by the Directors from time to time.

5.3. The Directors may attach reasonable conditions to their consent.

5.4. The management team, on behalf of the Directors, may, by written notice, notify the applicant member concerned, if any condition imposed is not complied with, including a warning that the consent will be withdrawn if such conditions are not complied with.

5.5. If non-compliance with the conditions persists for a period of 14 (fourteen) days after the Directors' notice, the Directors may withdraw their consent, by written notice to the applicant member.

6. **LEVIES AND ADMINISTRATION**

6.1 The Coves Governing Body has the authority to collect levies from its members to cover expenses paid by the governing body or anticipated future costs. These expenses include maintenance, repairs, improvements, and upkeep of common property, such as the boundary wall, entrance gate, open areas, fencing, roads, and stormwater systems, as well as salaries and other necessary costs related to managing the estate.

6.2 The Financial Committee of the Board shall, in accordance with the MOI, budget for an amount required by the Coves Governing Body to cover expenses during the upcoming financial year and include a reserve fund to address future maintenance and development costs.

6.3 All levies are due and payable in advance on the first day of each month

6.4 Member agrees and undertakes to pay interest on any outstanding amount(s) at a rate set by the Board of Directors of the Coves Governing Body from time to time, which rate shall not exceed the maximum current prescribed rate as determined by the National Credit Act (NCA), Act 34 of 2005.

6.5 Further penalties or legal action, to be decided periodically, will be imposed on owners with accounts that are in arrears for 30 days or more. The Coves Governing Body shall have the right to recover all legal costs incurred, based on the attorney's and its own client scales.

6.6 No building work and/or additions will be approved or evaluated by The Coves Architectural and Aesthetic Committee (ARAC) if a member's levy account is in arrears.

6.7 A member shall ensure that the purchaser of a Residence is made aware of the fact that the purchaser shall pay the Coves Governing Body a "buy in levy" calculated as follows:

Freehold Stands: **R10,000.00**

Sectional units: **R4,000.00**

7. **SAFETY AND SECURITY**

7.1. All members, occupiers, and/or tenants must comply with the access control procedures. An up-to-date copy of the procedures is available from the management office or helpdesk at the main gate.

7.2. All employees, including permanent staff, temporary workers, and contractors, must be registered on the security system and adhere to the relevant access control procedures. Only individuals holding a valid identity document or a valid work permit will be permitted to work on the estate.

7.3. All employees are to disembark and be processed through the pedestrian turnstile.

7.4. If an employee leaves the employ of a resident, the resident must inform security to deregister the employee from the security system.

7.4.1. Only members, occupiers, tenants, their immediate family, and employees may be registered on The Coves' database.

(a). A maximum of 5 (five) residents will be allowed to be loaded per property for biometric/card access (excluding household employees).

(b). Written approval from the Management will be needed to allow more than 5 (five) residents to be loaded per property.

7.5. Access may be given by members, occupiers, and tenants to their visitors and guests via the security system. Visitors and contractors must have a valid driver's license, and the visitor's or contractor's vehicle must be duly licensed. If visitors or contractors cannot produce a valid driver's license or if the visitor's or contractor's vehicle is not duly licensed, the visitor or contractor will need to be collected from the main gate or the contractor's gate by the resident.

7.6. Every member, occupier, and/or tenant must ensure that their visitors and contractors adhere to the security access control protocol procedures.

7.7. Residents are requested to always treat the security personnel in a cooperative and courteous manner. Visitors or contractors who treat security staff discourteously shall be denied entry to the Estate.

7.8. Members, occupiers, and/or tenants are not allowed to use their biometric access to bring visitors into the Estate unless the visitors also follow the access control procedures, provided the visitor is accompanied by the owner in the same vehicle or on foot. Members, occupiers, and/or tenants cannot open the gates for visitors using facial access, if applicable, or drive the visitor's vehicle through the gates and then leave in their own vehicle.

7.9. The Association, including any security or estate staff, may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter, or any other property.

7.10. All members, occupiers, and/or tenants are responsible for ensuring that all delivery persons entering the Estate via their authorised access, and/or delivering goods to their erf or unit, have exited the Estate.

7.11. Only light delivery and/or removal vehicles, not weighing more than 3.5 (three-point-five) tonnes, will be permitted to enter the Estate at the main entrance gates, and all large delivery and/or removal vehicles must utilise the contractor's gate.

7.12. Any breach of access control or tailgating into or out of the Estate to permit a visitor or contractor to enter or exit the Estate is strictly prohibited.

8. **BEHAVIOR WITHIN THE ESTATE**

8.1. No member, occupier, and/or tenant may make use of any part of the common areas to the exclusion of others, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

8.2. No person/s may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited within the common areas outside designated smoking areas.

8.3. A member, occupier, and/or tenant must ensure that no illegal substances are permitted on the common areas.

8.4. A member, occupier, and/or tenant must ensure that no alcohol is consumed in the common areas, except within areas such as the waterfront and clubhouse where the responsible use of alcohol is permitted.

8.5. No member, occupier, and/or tenant may cure or hang up to dry any meat, fish, skin, or the like on any part of the common areas.

8.6. No member, occupier, and/or tenant may hold or allow any auction, exhibition/s, or jumble sale/s on any part/s of the common areas without obtaining approval from management.

9. **ADVERTISING, PAMPHLET DISTRIBUTION, OR CANVASSING**

9.1. No advertisements or publicity material may be displayed or distributed on the common areas without the prior written consent of management.

9.2. A member, occupier, and/or tenant must not place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the common areas without the prior written consent of the Directors.

9.3. A member, occupier, and/or tenant must not cause or permit any disorderly conduct of whatsoever nature upon any part of the common areas or do or permit any act, matter, or thing in or about the same which may constitute or cause a nuisance or disturbance or any inconvenience to any others.

10. **NEIGHBOUR RELATIONS**

10.1. Member, occupier, and/or tenant must be aware of how close the erven/units are to each other and must not permit any persistent, unreasonable, and disruptive noise levels to disturb others' peaceful enjoyment within the Estate.

10.2. In case of complaints, the parties involved should try as much as possible to resolve matters between themselves, displaying tolerance, fairness, and consideration.

10.3. Excessive and/or disturbing noise must be avoided in the common area before 08:00 and after 22:00 daily.

10.4. A member, occupier, and/or tenant must not create disturbing noise likely to interfere with the peaceful enjoyment of another erf or another person's peaceful enjoyment of the common areas.

10.5. Power tools, lawnmowers, bush cutters, weed eaters, and similar, may only be used between the hours of 07:00 and 18:00 on Mondays to Fridays, and between the hours of 07:00 and 13h00 on Saturdays and public holidays. Use of the aforementioned tools and/or mechanical equipment is permitted on Sundays between the hours of 08:00 and 13:00.

10.6. Members, occupiers, and/or tenants must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to others.

10.7. A member, occupier, and/or tenant must not use their erf and/or property/unit or permit it to be used for any purpose that is injurious to the reputation of the Association.

10.8. A member, occupier, and/or tenant must take reasonable steps to ensure that their visitors and/or contractors do not behave in a way likely to interfere with the peaceful enjoyment of the Estate.

10.9. No explosives, crackers, fireworks, or items of a similar nature may at any time be lit and/or set off within the Estate.

10.10. No firearms may be displayed upon the common areas nor discharged within the Estate, except under such circumstances which would reasonably justify the use of a firearm for private defence, as set out in the Firearms Control Act 60 of 2000.

10.11. Bicycles, tricycles, and the like may be used on designated access paths in the common areas for recreational purposes.

10.12. Motorised vehicles, such as motorcycles and other engine-driven vehicles, may not be used in a manner that causes excessive or disturbing noise when entering or exiting the common areas.

10.13. No person/s may burn garden refuse and/or waste, and/or light any fire, at any place upon the common areas and/or perform any action that may increase the risk of veld and/or wildfire/s, except in the braai areas that have been designated for this purpose.

10.14. With the dams, streams, water features, and pools openly accessible, residents must take responsibility for their children on both common property and privately owned stands.

10.15. No person/s may jump or climb over walls, perimeter walls, security gates, or fencing.

10.16. In the event of damage of whatsoever nature being caused to the common areas by a member, occupier, and/or tenant or any of their visitors and/or contractors, the member will be responsible for the costs of such repair/replacement.

10.17. Members, occupiers, and/or tenants must not keep or do anything in the common areas after receiving a notice to desist from the management team on behalf of the Directors.

10.18. No persons is permitted to store any flammable, hazardous, dangerous and/or harmful substance/s or a substance/s, which contravenes the environmental management plan or environmental impact assessment, within their erf/unit, exceptions are provided that certain products or substances, such as lawnmower petrol mixtures, paint, cleaning, solvents, fertilizers, as reasonably required for domestic use, may be kept in small quantities, and be stored as per the manufacturer's instructions.

10.19. Should any person be storing ammunition, reloading equipment, and components, these must be stored

in accordance with applicable legislation.

10.20. Members, occupiers, and/or tenants must ensure that the relevant National Regulations regarding the use of their erven, including overcrowding, are adhered to by not allowing the number of occupants to exceed the maximum of 2 (two) adult persons per bedroom.

10.21. Any washing lines erected within an erf/unit must be obscured from the view of other residents within the Estate.

10.22. No person/s may sleep or stay overnight in the common areas unless approved by management.

10.23. Personal belongings, including but not limited to canoes, trampolines, bicycles, children's toys, prams and pushchairs, sporting equipment, water skis, life jackets, and ropes, are to be stored within the boundaries of the resident's property. If the member cannot be identified, the property will be collected by The Coves and donated to our favourite charity.

10.24. No fires or braais are permitted in common areas except where braai areas are provided at the waterfront and clubhouse.

10.25. The Estate has a varied selection of small wildlife and invertebrates, jackals, monkeys, bush babies, leguaans, snakes, birds, and various small creatures like hares and mongoose, in addition to our resident game.

(a). No attempt must be made to feed or engage with these animals, as this can negatively affect them. No food or water may be provided to the wildlife, feral cats, or stray cats.

(b). Residents, Members, Occupiers, and/or tenants must ensure that their dogs and other domestic pets do not attack or approach the wildlife on the Estate.

10.26. The Coves encourage waterwise and indigenous plants. Consult the management office if in doubt. Members, occupiers, and/or tenants will be asked to remove non-compliant vegetation.

10.27. Controlled/timed water sprinklers may be used, but the watering schedules must be adhered to. Uncontrolled sprinklers may not be left unattended. Watering schedules are available from the management office.

10.28. The treatment and control of alien invasive species (AIS) on an erf is the responsibility of the member, occupier, and/or tenant. If the treatment and control of AIS is not attended to upon notice from the Estate, the Estate will arrange for treatment and charge any expenses incurred to the member's levy account.

10.29. Pools must be protected by fences, safety nets, or covers as required by the National Building Regulations.

10.30. Filling or refilling of swimming pools must be approved by the management office before commencement to ensure optimum water management.

10.31. Plans for swimming pools must be submitted and approved by ARAC and the Local Council, as per any other external building works, before work may commence.

10.32. Members, occupiers, and/or tenants who are moving heavy furniture or large household items in and out of the Estate must use the contractor's entrance gate.

11.**FACILITIES AT THE COVES**

(a). Use of the facilities by guests without the owner/tenant being present is not permitted.

(b). Young children must be supervised by their parents when using these facilities.

(c). No animals are allowed inside the facilities.

(d). Should an owner wish to hold a function (20 people or more) on The Coves' common property, permission must be obtained from the management office, 48 hours before the function takes place. Be considerate of other residents' right to use the facilities.

(e). If the Company believes that extra security is required for any function hosted by a member/resident, such extra security at the discretion of the Company will be employed, and the costs associated will be billed to the levy account of the member concerned.

(f). The communal area, as well as the ablution facilities, must be left clean and tidy. Additional costs for the cleaning of these areas will be charged to the levy account of the member concerned.

11.1. Squash Court

(a). The squash courts have no time limits applicable for usage.

(b). Booking systems might be introduced by the management office.

(c). Non-marking shoes are to be used when playing.

(d). No glasses or glass bottles are to be taken into the squash courts.

(e). The squash courts are to be used for playing and practising the game. They are not to be used for any other purpose.

(f). No more than 4 players will be permitted on the court.

(g). No loud music or skateboards, roller-skates, bikes, or similar items are permitted in the squash courts.

11.2. Tennis Courts

(a). The tennis courts may not be used between 22:00 and sunrise / 06:00.

(b). No glasses or glass bottles are to be taken onto the tennis courts.

(c). The tennis courts are to be used for playing and practising the game. They are not to be used for any other purpose.

(d). Skateboards, roller-skates, bikes, or similar items are not permitted on the tennis courts.

11.3. Swimming Pools

(a). All minor children and non-swimmers using the pools must always be under the control and supervision of a responsible adult.

(b). The swimming pools may not be used between 22:00 and sunrise / 06:00. Swimming costumes are to be worn at the pools.

(c). No glasses or glass bottles are to be taken into the swimming pool areas.

11.4. Trampolines and Other Play Apparatus

(a). Objects may not be taken onto the trampolines (such as bikes, pogo sticks, and other toys).

(b). No glasses or glass bottles are to be taken onto the trampolines.

(c). Shoes may not be worn whilst utilising trampolines.

(d). Other play equipment may be subject to restrictions and will be communicated accordingly.

11.5. Restaurant Facilities

(a). The usage of the restaurant is subject to The Coves Rules, as well as the appointed service provider's rules.

(b). The appointed service provider reserves the right of admission.

(c). The allocated areas are for the appointed service provider and their patrons' exclusive use.

12. LITTERING, REFUSE, WASTE DISPOSAL, AND PEST CONTROL

12.1. The member, occupier, and/or tenant of an erf/unit must not leave refuse or other materials, including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles or any litter whatsoever on the common area, in a way or place likely to interfere with the enjoyment of the common area by another member or occupier.

12.2. The member, occupier, and/or tenant of an erf/unit must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped in newspaper to prevent accidents.

12.3. The member, occupier, and/or tenant of an erf/unit must keep a receptacle for refuse in a clean and dry condition and adequately covered within the erf, not visible when viewed from outside the erf. See 9.9

12.4. Except where and when designated, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste may be left on the common area.

12.5. The member, occupier, and/or tenant of an erf/unit must ensure that, in disposing of refuse, they must not adversely affect the health, hygiene, or comfort of the members or occupiers of other erven.

12.6. Members, occupiers and/or tenants are responsible for removing all other kinds of refuse, including builder's rubble, packing material, furniture, and similar from their own erven and from the Estate.

12.7. Garden refuse and recycling must be kept separate from the household refuse, for disposal by the members, occupiers, and/or tenants, or as per the collection services of the Estate, if any.

12.8. The member of an erf/unit must keep the erf free of wood-destroying insects, including white ants and borer beetles, and report it to the HOA.

12.9. Refuse must be stored in wheelie bins out of sight, except on collection days. On collection days, refuse must be placed on sidewalks. A maximum of 10 (ten) bags will be collected. Large items, e.g., furniture, electronics, must be taken off-site by the member, occupier, and/or tenant.

12.10. The Coves supports recycling. Items must be placed in separate bags on the pavement on collection day.

12.11. Green waste initiatives may be introduced by Directors, and enforced by the management team, and members, occupiers, and/or tenants will be required to support the initiatives. A maximum of ten bags of grass cuttings, leaves, and flower bed pruning will be collected. No branches and tree stumps will be removed.

13. **KEEPING OF PETS**

13.1. No animal or animals (including cloven hoofed species) may be introduced to The Coves without permission from the management of The Coves (which shall not be unreasonably withheld).

13.2. Application must be made to the management offices at least 2 (two) weeks before the member, occupier, and/or tenant plans to bring the animal into the Estate. Should the application be approved, the signed application, along with the necessary documentation, must be presented at the gate before the animal can enter the Estate.

13.3. Pets must have:

(a). A current vaccination certificate.
(b). Be microchipped and/or have an identification tag.
(c). Have a veterinary certificate of health, and
(d). Cats (male and female) must be sterilised, and a certificate of sterilisation must accompany the vaccination certificate.

13.4. The Coves permits a maximum of 2 (two) dogs and 2 (two) cats per erf.

13.5. Should any member, occupier and/or tenant be keeping more than the maximum allowable amount of pets, as approved by the Directors, at the time of the amendment to these rules, the additional pet/s will be allowed to remain, until its passing or the member, occupier and/or tenant vacates the unit, on condition that the said pet is not replaced by the member, occupier and/or tenant or any successor in title.

13.6. Other animals (including but not limited to) cloven-hoofed species and small ruminants must have:

(a). A health certificate signed by a veterinarian;
(b). Permanent legal identification in line with movement and transport legislation;
(c). The district of origin must be clearly stated on the application;
(d). All animals must be free of external parasites;
(e). In the case of small ruminants, the health certificate must indicate when the compulsory sheep scab treatment was carried out and is currently valid, and
(f). A vendor declaration must accompany the application stating the disease status of the farm of origin and that it is free from several diseases (list obtainable from the management office – but including things like Foot and Mouth, Anthrax, TB, Rabies, Brucellosis).

13.7. Quarantine

(a). Where the above conditions are not met, the animal must be kept in quarantine for 1 (one) month in a recognised facility where all the necessary health checks are carried out, and a signed veterinary certificate of health is provided, at the owner's expense.

13.8. Purpose of the application process

(a). A member, occupier, and/or tenant must ensure that if the animal is approved, it will not create a threat or nuisance to neighbours or our existing wildlife and species, and

(b). The Coves management must inspect the facilities available on the applicant member's erf before the approval of the application, and the proposed housing of the animal must comply with national legislation and Municipal By-Laws.

13.9. Members, occupiers, and/or tenants who acquire a stray/feral cat must immediately register the animal with management and have the cat tested for FeLV and FIV. Only cats that are negative for FeLV and FIV can return to the Estate with a health certificate, vaccination certificate, and sterilisation certificate.

13.10. Every cat or dog must be microchipped and/or wear an identification tag. Failure to wear a tag may result in the pet being considered a stray or feral.

13.11. Dogs are to be restricted to the property of the member, occupier, and/or tenant. Dogs must always be kept on a leash when off-leash in common areas. Dogs must always be under the control of their owner.

13.12. Regular or nuisance barking, at any time of the day or night, is not permitted and must be managed by the member, occupier, and/or tenant.

13.13. Any excrement on roads, paths, and sidewalks, and the dog run must be collected immediately by the member, occupier, and/or tenant, bagged, and placed in the bins provided.

13.14. May not be a nuisance to other members, occupiers, and/or tenants.

13.15. Feral and stray cats may not be fed.

13.16. A dog run has been created at the clubhouse. Ensure that your dog is appropriately socialised before using this area.

14. **LETTING**

14.1. All tenants of erven/units and other persons granted rights of occupancy by any member of the relevant erf/unit are obliged to comply with these Estate Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

14.2. It is necessary for all members to be aware of the possibility of criminal elements wishing to lease their property. Members are required to conduct adequate screening of their prospective tenants. Please contact the management office for guidance on the process to be followed.

14.3. The member must furnish a copy of these rules to the tenant.

14.4. The member must enter into a written lease agreement with the tenant.

14.5. The member must ensure that prior to a tenant taking occupation, the member has completed the prescribed application form and will undertake to abide by and ensure compliance with the conditions as set out in the Tenant Registration Policy, which is available from the management office.

14.6. The member must furnish a copy of the relevant signed lease to the management office prior to the tenant taking occupation of the property and being granted access to the Estate.

14.7. No lease may be for a period of less than 3 (three) months.

14.8. Any form of short-term letting or advertising for short-term letting is strictly prohibited, regardless of such consent being in writing or verbal.

14.9. The following exceptions may be allowed, subject to permission from the Estate Manager:

(a). A short-term lease may be entered into as part of a sales agreement (occupational rental), or

(b). A short-term lease may be entered into with a future resident when delays in building are experienced.

14.10. To ensure that prospective purchasers are correctly informed about The Coves, and to avoid the proliferation of unsightly signage, the member is encouraged to appoint an estate agent registered with The Coves management office for re-sales and letting. A list of the registered Estate Agencies may be obtained from the management office.

14.11. Property Practitioners is registered after signing an agreement with The Coves Governing Body. Such agencies and their agents will abide by the stipulated procedures applicable to the sale and/or lease of the property in The Coves, and will be inducted with respect to the rules and conditions under which a buyer and/or lessee purchases and/or leases the property in The Coves.

14.12. Rules and the registration process may be obtained from the management office.

14.13. Registration of Property Practitioners and Agents may be reviewed from time to time, as per the Association's policy on the registration of property practitioners.

14.14. Should an owner wish to sell or let their unit/property, and if a show house is required, the owner must ensure that their chosen property practitioner is registered in accordance with the Association's policy and complies with the rules and policies.

14.15. "For Sale" or "To Let" signs may only be displayed for Sunday afternoon show house purposes and only on the street side of the property concerned. No pointers or other advertising boards are permitted.

15. **SALES AGREEMENT**

15.1. Any sales agreement must include the following obligation upon the purchaser:

"The purchaser acknowledges that he is required, upon registration of the property into his/her name, to become a member of The Coves Governing Body NPC and will be bound by its Memorandum of Incorporation, rules and regulations and the individual Body Corporate, ifapplicable, and agrees to abide thereby and to remain a member for so long as he/she is the registered owner of the property."

15.2. In the case where the beneficial shares or membership and the control of a company, close corporation, trust or other corporate body which owns an erf or unit in The Coves is changed or transferred, the transferor must notify the management office forthwith of the change or transfer and with the full names, identity number and address of the new shareholder(s) / member(s) or trustee(s).

16.**BUSINESSES AT THE COVES**

16.1. No business activity may be conducted at The Coves unless the written consent of the Directors has first been obtained, which consent shall not be unreasonably withheld. The Directors will take into consideration such facts and/or circumstances as they deem appropriate, which may include whether such activity will cause aggravation or nuisance to other residents. Residents and neighbours' input will be taken into consideration in granting permission. In the event of a business requiring a license from any statutory authority, such license shall be obtained by the owner

16.2. An application form is available from the management office and must be completed and approved before commencing business.

17.**VEHICLE AND ROAD USAGE**

17.1. Notwithstanding that the road on the Estate are "private" and not "public" roads, the provision of the Road Traffic Act, 93 of 1996 (expect as amended by these Rules hereunder) may apply to any persons using the roads within the Estate.

17.2. The speed limit is 30 (thirty) km/h on all the Estate roads and 20 (twenty) km/h on all dirt roads used for contractors and deliveries.

17.3. No vehicles other than contractor's vehicles, delivery vehicles, and members', occupiers', and/or tenants' vehicles escorting delivery vehicles are allowed on the dirt roads and tracks.

17.4. Access to the Boat Lockers via the Contractor's Road is allowed.

17.5. Forest and walking trails are to be used by bicycles, pedestrians, push chairs, and prams only, i.e., no motorised or off-road vehicles are permitted.

17.6. Quad bikes and pipe cars may not be ridden on the Estate and must be transported off the Estate.

17.7. An off-road bike (2-wheeler) may be driven at a maximum speed of 20 (twenty) km/h and with minimum noise levels to and from the gate for access and egress only.

17.8. Golf carts, all-terrain vehicles, and any motorised vehicles must be registered by the member at the management office and must display The Coves registration number (costs for the member, occupier, and/or tenant's account)

(a). Owners of Golf Carts are responsible for the control and safe use of their golf carts at all times;

(b). Carts must be quiet, non-polluting, maintained, and in general good condition;

(c). No children under the age of 16 (sixteen) may drive a golf cart. Parents will be held responsible for their children driving the golf carts, all-terrain vehicles, and motorised vehicles on the Estate. No reckless or aggressive driving will be tolerated, and

(d). Golf carts, all-terrain vehicles, and motorised vehicles must not be driven with more occupants than they are designed for.

17.9. All persons must wear protective gear when riding bicycles, kids' scooters, or ride-ons on the road and paths. Parents must ensure that their children know the rules of the road and that they ride or walk on the

side of the road.

17.10. No riders will be allowed on the pump track at the clubhouse without a helmet.

17.11. Vehicles must be parked on the member, occupier, and/or tenant's property or in their carport.

17.12. Members', occupiers', and/or tenants' cars must be parked on their property or in a designated area, where applicable. They may not be parked on roads where they restrict traffic flow.

17.13. No vehicles may be parked on grassed common areas, pivots, or contractor's roads, except where stated (e.g., waterfront).

17.14. No form of reckless driving will be tolerated on the Estate. Reckless driving includes but is not limited to speeding, driving under the influence of alcohol or illegal substances, driving without headlights on at night, intentionally failing to yield the right of way to pedestrians, animals, or aircraft, or wilfully driving aggressively with disregard for the safety of persons or property.

17.15. Any driver appearing to be under the influence of alcohol or illegal substances will not be permitted to drive on the Estate.

17.16. Aircraft, pedestrians, cyclists, and animals shall always have the right of way within the Estate.

17.17. Aircraft have the right of way at taxiway crossings.

17.18. When a driver approaches the taxiway crossings, the driver must come to a complete stop, look both ways, and listen for aircraft landing or taking off. Vehicle windows should be open to do this properly.

17.19. People driving motor vehicles on the Estate must have a valid driver's license for the type of motor vehicle being driven as stipulated in the National Road Traffic Act of 1996, as amended, and its regulations. Motor vehicles include motorbikes and scooters.

17.20. Road traffic signs must always be obeyed.

18. **SERVICES AND INFRASTRUCTURE AT THE COVES**

18.1. The Coves has two onsite sewerage plants, managed and maintained by the Estate Management.

(a). No newspapers, feminine products, condoms, nappies, paint, chemicals, storm water, swimming pool discharge, oils or fats, or any food may be disposed of into the internal sewerage system;

(b). The Estate is only responsible for the repair of leakages and blockages outside of the boundaries of individual properties and on the common areas.

(c). Members are responsible for the maintenance of their own sewer reticulation, including the repair of blockages as from the boundary of their properties;

(d). Stormwater must not be discharged into the sewerage system (ensure that there is adequate clearance between ground and drains), and

(e). Swimming pool discharge may not be released into the drains.

18.2. Water on the Estate

(a). Water originates from boreholes on the Estate and is processed at the water processing plant. Members, occupiers, and/or tenants are to treat it as a scarce resource and adhere to the watering

schedules available from the administration office. Water is invoiced on a sliding scale

(b). The Estate is only responsible for the repair of leakages before the water meter, i.e., when the Coves water supply enters the meter.

(c). Members are responsible for the maintenance of their own water installations, including the repair of leakages from the water meter.

(d). Members, occupiers, and/or tenants are not allowed to tamper with water meters or any other water installation of whatsoever nature on the common areas or cause such to be tampered with under any circumstances, and

(e). No boreholes may be drilled/constructed on any individual erven.

18.3. Electricity

(a). Members, occupiers, and/or tenants are supplied with electricity from Eskom via the Estate's internal network;

(b). The Estate shall not be liable for any death, injury, loss, damages, expenses, or costs caused to residents due to any failure, variation, or interruption of the electricity supply caused by Eskom;

(c). Members, occupiers, and/or tenants are not allowed to tamper with electricity meters or any other electrical apparatus or installation of whatsoever nature on the common areas or cause such to be tampered with under any circumstances;

(d). No person, other than a duly qualified person specifically authorised thereto by the Estate, shall directly or indirectly connect or disconnect or cause to be connected or disconnected any electrical installation or part thereof to the electricity mains supply or service connection.

(e). The Estate is only responsible for the repair of electrical installations before the electrical meter linked to the property and in the common areas. Members are responsible for the maintenance of their own electricity installations from the electrical meter, and

(f). The Estate has the option to either outsource the metering of electricity or to provide the service in-house.

19.**THE COVES AERO CLUB**

19.1. The airfield is a private, unlicensed, unmanned airfield, and all South African Civil Aviation Regulations apply.

19.2. Any pilot using the airfield shall be Licensed, Rated, and Current and accept personal responsibility for compliance with the SACAA CATS and CARS.

19.3. Any aircraft pilot using the airfield must complete the relevant aviation visitor registration, rules, and indemnity form, which is available from the management office. Registration and indemnity shall be valid for a period of 1 (one) calendar year; therefore, the pilot must renew them annually to continue using the airfield.

19.4. Any aircraft using the airfield shall be airworthy and have a valid authority to fly or Certificate of

Airworthiness and a valid Release to Service in the case of Type Certified Aircraft.

19.5. The Coves Estate runway use is limited to general aviation activities, including commuting (in and out), recreational use, and other non-commercial use.

19.6. Aviation training may not be conducted from The Coves runway or used for circuit and other repetitive training flying due to the associated noise linked with these activities. Resident aviators may request special approval from The Coves Aero Club to carry out such an activity on a limited, one-off basis. Each request will be considered on its individual merits.

19.7. All aircraft to join overhead The Coves airfield at 5,300 ft and to fly the circuit to the west of the field. The frequency in use is 125.80 and contact The Coves.

19.8. The preferred runway for take-off is runway 36, and the preferred runway for landing is runway 18, due to gradient, obstacles, environmental, and safe emergency landing considerations. If and when, in the sole discretion of the pilot, it is safe, suitable, and possible to use runway 18 for take-off, it may be used to assist with noise and airfield load reduction.

19.9. The airfield is for the sole use of the members, occupiers, and/or tenants of The Coves and their invited visitors. All visitors will be required to complete and submit the Aviation Visitor Information Registration Indemnity form before landing. This Aviation Visitor Information Registration Indemnity Form must be approved by either The Coves Aviation Club or The Coves Management before arrival; without such approval, landing at The Coves is not approved. By the Memorandum of Incorporation, all aviation matters are deferred to The Coves Aero Club for approvals, advice, or input by management.

19.10. The Aviation Visitor Information Registration Indemnity form may be requested from the administration office and is available on www.thecoves.co.za under the aviation section.

19.11. All persons actively participating in aviation activities must be paid-up members of The Coves Aero Club. The Coves Governing Body will look to the Aero Club to advise the Board of Directors on all aviation-related matters due to the general complexity and air law restrictions of managing this activity at the Estate.

19.12. Consideration for other members, occupiers, and/or tenants must be given at all times when using the airfield. Engine runs should also be done with consideration to other members, occupiers and/or tenants.

19.13. Flying will only be permitted during civil daylight hours. Officially, this is from 15 (fifteen) minutes before sunrise to 15 (fifteen) minutes after sunset, except on Sundays when no take-offs will be allowed before 07:00.

19.14. All flying is to be done in accordance with the SACAA rules and regulations, or as formally agreed, whether temporarily or permanently, by The Coves Aero Club for purposes of internal safety or other arrangements.

19.15. No low-level flying (lower than 1,000 ft) is allowed over The Coves.

19.16. No vehicles other than aircraft and vehicles belonging to airfield users and management are permitted in the airfield area. Airfield users may access the airfield only via the gate at the second taxiway. Remotes can be obtained from the management office.

19.17. The gate must be kept closed unless being used for access and exit.

19.18. Jogging, walking, or biking is not allowed within the airfield boundaries.

19.19. Any person using or entering the airfield area undertakes not to make any claim against and indemnifies and holds harmless the Association, its directors, its officers, servants, or agents, against any claims, costs, or expenses whatsoever arising from the materialising in any manner whatever of any of the risks.

19.20. Radio Control (RC) Flying

(a). The Coves Estate is a SAMAA-registered site, and all RC flyers must be members.

(b). All adults doing RC & Drone flying should also be members of The Coves Aero Club;

(c). Only electrically powered aircraft are permitted to fly within the boundaries of The Coves;

(d). The designated areas at this stage are the northernmost pivot, specifically the area in front of the mound adjacent to the effluent plant and the waterfront from the slipway to the west to Oyster Cove;

All other rules should be observed and adhered to. No mechanical noise on a Sunday will be permitted;

(e). No overflying of any buildings will be allowed. Special care and consideration should be taken concerning flying too close to properties and causing any safety hazards, and

(f). The privacy and safety of all persons in the Estate must be observed and considered when flying over buildings within the Estate, which includes but is not limited to erven and the common areas, such as the clubhouse.

19.21. Drone flying

(a). Use of Drones for commercial purposes is subject to the SACAA Regulations. Recreational drone flying is subject to the rules reflected in Radio Control Flying and may only be used in the designated areas. Using an unlicensed pilot is in breach of the Civil Aviation Regulations.

(b). Overflying buildings and public areas is an invasion of privacy and is not permitted.

(c). The drone cannot weigh more than 7kg, and

(d). Drones may not be flown at night.

20. BOATING AND WATER USE

20.1. members, occupiers and/or tenants and their visitors are permitted to bring boats into The Coves and launch those boats from The Coves' designated launching site, but only with written permission from the Estate Manager, except where a visitor's boat that gains access to The Coves jetty area, from the dam, must be received by the member, occupier and/or tenant at the waterfront at time of arrival. At least 3 (three) working days must be given to the management office (in writing) as to the visitor's arrival time and date.

20.2. The Coves Governing Body and its appointed agents reserve the right to deny access to any boat/skipper to the dam, based on the following reasons:

(a). to any skipper who is obviously intoxicated or in breach of the SAMSA rules. SAPS/NSRI, the appointed authority, will be called upon to assist, should it be deemed necessary.

(b). to any boat not having proof of the necessary COF and Buoyancy certificates;

(c). to any skipper not in possession (proof) of a legal COC;

(d). Unfavourable weather or water conditions;

(e). No boating activities will be allowed outside the stipulated hours as per SAMSA and the Department of Water Affairs;

(f). Failing any "spot-check" that management or its certified representative may carry out.

20.3. All motorised watercraft with an engine capacity greater than 15 (fifteen) horsepower (HP) must be registered with The Coves Management. Registered crafts are to display The Coves identification token, the cost of which will be for the member's account.

20.4. Access to the water from the slipway will not be permitted until proof of SAMSA requirements of licenses or certificates, such as COF (boat safety certification), COC (skipper's competency), and Buoyancy certificate, has been furnished to Management. Where applicable, these must be renewed annually (or as per the certification's due date) and submitted to the management office.

20.5. The designated "no wake zone" must always be adhered to protect our Waterfront environment and to reduce noise.

20.6. Excessive revving and testing of engines, especially inside the no-wake zone, must be avoided.

20.7. All skippers/watercraft used must respect the booms and gate systems installed at our jetties, waterfront, and at the main bridge crossing the dam.

20.8. When entering or exiting via a boom gate system, the skipper applicable must ensure that the gate is closed to minimise the impact of the aquatic weeds

20.9. Damages to any of the booms, gate systems, or any other equipment installed will be for the member's account.

20.10. Spillage of fuel from boats is extremely harmful to the ecosystem of the waterways. When filling boats, a spill-proof system only is allowed.

20.11. Boats may be left in the parking area adjacent to the slipway over weekends, public holidays, and during the April and December school holidays. The condition is that no parked boat or vehicle may hinder any other boat/vehicle from launching activities. At all other times, boats are to be returned to storage.

20.12. A storage area has been created for kayaks, canoes, and rowing skiffs. Residents can apply to use these at the management office at a nominal charge.

20.13. Only residents, members, occupiers, and/or tenants who have registered their canoe with The Coves are permitted to store their canoes/kayaks on the racks provided. They must ensure that these vessels are stored on the rack allocated.

20.14. No swimming or boating, boards, canoes, radio control boats, or any other crafts are permitted on the Bass or Fish Eagle dams.

20.15. Fishing is permitted at Bass Dam on a catch-and-release basis only, except for Barbel, Carp, and Bass, which should be removed.

20.16. Fishing is permitted along the shore of Hartbeespoort at the jetties and slipway when not in use for launching boats.

20.17. Remove all gut, hooks, and litter from the area.

20.18. No fishing is permitted in Fish Eagle Dams.

20.19. Heron Cove properties are for the use of the Heron Cove property owners.

21. **ESTATE MANAGEMENT EMPLOYEES**

21.1. A member, occupier, and/or tenant may not request the employee/s of the Estate to perform personal tasks for them during their working hours.

21.2. Members, occupiers and/or tenants may not interfere with the employee/s of the Estate in the performance of their duties or instruct them concerning the common areas.

22. **STORAGE OF FLAMMABLE MATERIALS**

22.1. A member, occupier, and/or tenant must not, without the prior written consent of the Directors, store a flammable substance on an erf or in a property or upon the common areas, unless the substance is used or intended for the use of domestic purposes. This rule does not apply to the storage of fuel or gas in:

(a) the fuel tank of a vehicle, boat, generator, or engine, and

(b) a fuel tank or gas cylinder kept for domestic purposes.

22.2. No member, occupier, tenant, or their visitors are permitted to tamper with any firefighting equipment or use the said fire equipment other than for the purpose of extinguishing a fire.

22.3. Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. Under these Regulations, all gas installations must have a Certificate of Compliance confirming that the installation has been properly inspected and is safe and free of leaks. As of 1 May 2023, all gas installation Certificates of Compliance must be in the prescribed form, as per the SAQCC Gas Regulations, and gas compliance agencies are not permitted to use any other form. The certificate must be issued by an authorised person who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

22.4. A member, occupier, and/or tenant must not store any material or do or permit or allow to be done any other dangerous act upon the common areas which will or may increase the rate of the premium payable by the Association on any insurance policy.

22.5. Should fire sprinklers and/or any other fire prevention and/or protection methods or equipment be required by the Association's current insurers, potential future insurers or local authorities, in any part of the Association due to the use to which an erf is put, the member of such erf will be held responsible for any cost of ensuring compliance with any such requirements.

22.6. The member must ensure that the applicable fire regulations have been complied with, concerning any occupancy and floor size of their property.

23.**GENERATORS**

23.1. Members, occupiers, and or tenants may install or utilise a fuel-powered generator on their erf subject to the Director's prior written approval, which approval can be made subject to the type, model of generator, method of installation, and use. Refer to the Architectural Rules for further requirements.

23.2. Both backup and standby generators utilised by members, occupiers, and or tenants need to comply with South African National Standard (SANS 10142-1:2003) regulations and with the ISO SANS 8528 series of standards or ISO 8528.

23.3. Fuel storage should be positioned and secured in a place that reduces the risk of fire.

23.4. The fumes from a generator should not enter the doors or windows of a neighbouring property. Vertical exhausts can direct fumes upward to avoid this.

23.5. The generator must not create a disturbing noise likely to interfere with another person's peaceful enjoyment of their property or of the common areas, which noise will be considered excessive and disturbing where the generator causes a noise level which exceeds the zone sound level or if no zone sound level has been designated, a noise level which exceeds the ambient sound level at the same measuring point by 70 dBA (seventy decibels) or more.

24.**CONDITIONS RELATING TO THE INSTALLATION OF PHOTOVOLTAIC PANELS**

Any owner wishing to install photovoltaic panels (solar panels) on their roof and a subsequent inverter system is permitted to do so, provided that a written application for the installation of the solar panels is submitted to the Management for their approval.

24.1. Compliance:

(a) Supporting plans and photographs to introduce a degree of aesthetic similarity concerning these kinds of installations;

(b) Confirmation that the proposed installation will have all the relevant signage and labelling in place;

(c) Confirmation that the contractor undertaking the proposed installation is certified and a registered solar panel installer, with a certificate of compliance, and adheres to the relevant energy By-Laws,

24.2. Coves Estate Grid Connection:

Should an owner wish to connect their Solar Installation to "The Coves Grid", then they will be required to comply with the following:

(a) Complete the "The Coves Estate Solar Taking Power from Homes Application and Indemnity" form and apply to the HOA. The HOA will then schedule the electricity managing agent to upgrade the meter software to enable bi-directional feeds.

(b) A Certificate of Compliance (COC) for the solar installation is to be submitted with the connection request.

(c) An earthing certificate (included in the COC) is to be supplied confirming that the panels have been earthed.

(d) The tariff for the electricity returned to The Coves Grid will be determined by the Board of Directors (from time to time.

(e) The home solar system must not return power to the grid when there is a mains failure for safety purposes (solar inverter setting).

(f) The Coves has the right to limit or revoke this facility at any time.

(g) The Coves HOA does not accept any liability for the home solar installations.

25.**COMPLAINTS**

25.1. All complaints are to be submitted, in writing, to Management

25.2. Management must investigate the matter and notify the alleged contravening member, occupier, and/or tenant in writing of the complaint.

25.3. Management shall ensure that action is taken against the person/s who are allegedly in breach, including the issuing of a warning and/or fine.

26.**MEDIATION AND ARBITRATION**

26.1. Should any dispute of whatsoever nature arise at any time between the members, or between the members and the Company, then either party:

26.1.1 may declare a dispute by delivering the details thereof to the other party and the Company; and

26.1.2 Request that such dispute be referred without legal representation to mediation by a single mediator at a place and time to be determined by the mediator.

26.2. Within 14 (fourteen) days of the delivery of the declaration of a dispute and request that such dispute be referred to mediation in the absence of the parties agreeing to a mediator, the chairperson of the Company, failing him, any director of the Company, shall nominate the mediator, who shall not be a member of the Company.

26.3. The mediator will convene and conduct the mediation process at such venue, date, and process as he, in his sole discretion, may determine.

26.4. The costs of mediation shall be determined by the mediator and shall comprise:

26.4.1. the mediator's expenses; and

26.4.2. any fee which shall have been previously paid by the parties.

26.5. The said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account.

26.6. If, within 14 (fourteen) days of the appointment of a mediator or such extension as the parties may agree, the dispute remains unresolved, or despite mediation, the dispute has not been resolved, then the dispute shall be determined by arbitration as hereinafter prescribed.

26.7. The arbitrator shall be selected by agreement between the parties or, failing such agreement, nominated

on the application of either party by the Chairperson for the time being of the Johannesburg Society of Advocates or his nominee within 14 (fourteen) days of the failure of mediation.

26.8. The arbitrator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations and/or such other procedure or rules providing that, in making this determination, he shall consult the disputing parties and be guided by their desires of the form in which the said representations are to be made.

26.9. The Arbitrator shall have the power to open up, review, and revise any certificate, opinion, decision, requisition, or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition, or notice had been issued.

26.10. Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct same to be taxed as between Attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

26.11. The arbitrator shall, within a reasonable period thereafter, hand down in writing an award and shall include in his award detailed reasons leading to the award.

26.12. The arbitrator shall deliver a copy of his award to each party.

26.13. The award of the Arbitrator shall be final and binding on the parties hereto unless the parties have agreed to a right to appeal.

26.14. The arbitration clause contained herein does not preclude the owners from seeking relief from a Court.

26.15. Members of the Company will first exhaust the internal dispute remedies in paragraph 24 of this Memorandum of Incorporation before approaching CSOS for intervention.

27. **BUILDERS' CODE OF CONDUCT**

The owner is responsible for ensuring that builders and subcontractors perform work on his property. The builder's code of conduct is available from the management office, and both the builder and the owner must sign it.

28. **NOTICE OF BREACH**

A penalty imposed on the member shall be deemed to be a debt owing by the member concerned to the Association, which amount shall be paid by the member together with their monthly levies. Should a member not pay the penalty imposed, the Directors may resolve to recover the debt and debit the cost of so doing to the member’s account, which amount shall be deemed to be a debt owing by the member concerned to the Association.

29. **PENALTY IMPOSITION**

Please see penalties for rule transgressions in the attached Annexure A.

Undertaking

I/we, the member/s, occupier/s and/or tenant/s, do hereby confirm and validate that by signing this page, I/we have read and understand each rule and sub-rule.

_____

Signature

ANNEXURE A – PENALTY STRUCTURE

The Coves Table of Fees and Penalties

House Rule Annexture: **"A"**

R4 620,00 **Levy 01/07/2026**

Penalties for Transgression of House rules					**Rand Value Levy R 4620**		
Example: Monthly levy of R4,620,00. First offense on rule 7.1 = 25% of R4,620,00 = R1,155,00	**Clause**	**1st Offence**	**2nd Offence**	**3rd and further Offence**	**1st Offence**	**2nd Offence**	**3rd and further Offence**
7. Safety and Security							
Not following access procedures	7.1	50%	75%	100%	R 2 310,00	R 3 465,00	R 4 620,00
Employees not registered (per person)	7.2	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Employees not following access procedures	7.3	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Not deregistering employees	7.4	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Visitors or contractors who treat security staff discourteously	7.7	50%	80%	100%	R 2 310,00	R 3 696,00	R 4 620,00
8. Behaviour Within The Estate							
Behaviour within the estate	8.1 - 8.6	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
9. Advertising, Pamphlet Distribution or Canvassing							
Advertising	9.1 - 9.2	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
10. Neighbourly Relations							
Neighbourly relations	10.1 - 10.15	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Damage to property	10.16	100%	150%	200% and court order	R 4 620,00	R 6 930,00	R 9 240,00
Neighbourly relations	10.17 - 10.32	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
11. Facilities at The Coves							
Misuse of Facilities	11.1 - 11.5	Waring	25%	100%	Warning	R 1 155,00	R 4 620,00
12. Littering, Refuse, Waste Disposal, and Pest Control							
Littering, Refuse, Waste Disposal, and Pest Control	12.1 - 12.11	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
13. Keeping of Pets							
Introducing pets without permission	13.1 - 13.3	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Exceeding maximum pets allowed	13.4 - 13.5	Warning	100%	Removal order	Warning	R 4 620,00	Removal order
Introducing other animals without health checks	13.6 - 13.7	Warning	100%	Removal order	Warning	R 4 620,00	Removal order
Pet registration process	13.8 - 13.10	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
A dangerous animal attacking a person or another dog without provocation.		100%	200%	Removal order	R 4 620,00	R 9 240,00	Removal order
Pet nuisance	13.11 - 13.16	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
16. Businesses at The Coves							
Business activities	16.1	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
17. Vehicles and road usage							
Exceeding speed limit							
36km/h - 40km/h	17.2	Warning	10%	50%	Warning	R 462,00	R 2 310,00
41km/h - 45 km/h	17.2	15%	20%	25%	R 693,00	R 924,00	R 1 155,00
46km/h - 50km/h	17.2	20%	25%	30%	R 924,00	R 1 155,00	R 1 386,00
51km/h - 55km/h	17.2	30%	35%	100%	R 1 386,00	R 1 617,00	R 4 620,00
56km/h - 60km/h	17.2	100%	150%	200%	R 4 620,00	R 6 930,00	R 9 240,00

Above 60km/h	17.2	150%	Court Interdict	Court Interdict	R 6 930,00	R -	R -
Motorised or off-road in forest	17.5	Warning	30%	50%	Warning	R 1 386,00	R 2 310,00
Quad bikes, pipe cars and off bikes	17.6 - 17.7	Warning	15%	25%	Warning	R 693,00	R 1 155,00
Golf cart, all-terrain vehicle and any motorised vehicles	17.8	Warning	15%	25%	Warning	R 693,00	R 1 155,00
Parents not overseeing the safety of their minor children on the streets	17.8.C	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
Vehicle parking	17.11 - 17.13	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
Reckless driving	17.14 - 17.15	Warning	100%	150%	Warning	R 4 620,00	R 6 930,00
Aviation crossing	17.16 - 17.18	70%	100%	150%	R3 234,00	R 4 620,00	R 6 930,00
Driving without a valid license	17.19	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
Disregard of traffic signs	17.20	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
18. Services and Infrastructure at The Coves							
Incorrect disposal into sewerage system	18.1	Warning	100%	150%	Warning	R 4 620,00	R 6 930,00
Non-compliance with water schedule on the Estate	18.2	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
19. Aviation							
Aviation visitors	19.3 - 19.4 and 19.9 - 19.10	50%	100%	150%	R 2 310,00	R 4 620,00	R 6 930,00
Aviation rules	19.13 - 19.16	Warning	100%	150%	Warning	R 4 620,00	R 6 930,00
Radio control flying	19.20	Warning	10%	25%	Warning	R 462,00	R 1 155,00
Drone flying	19.21	Warning	10%	25%	Warning	R 462,00	R 1 155,00
20. Boating							
Non compliance with SAMSA	20.2	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Misuse of water boom	20.7 - 20.8	Warning	10%	25%	Warning	R 462,00	R 1 155,00
Boat and kayaks/canoe storage	20.9 - 20.11	Warning	10%	25%	Warning	R 462,00	R 1 155,00
Swimming in Bass and Fish Eagle dams	20.12	Warning	25%	50%	Warning	R 1 155,00	R 2 310,00
Fishing inside The Coves	20.13 - 20.16	Warning	10%	25%	Warning	R 462,00	R 1 155,00
22. Storage of flammable materials							
Store flammable material without permission	22.1	Warning	50%	100%	Warning	R 2 310,00	R 4 620,00
Tamper with firefighting equipment	22.2	50%	100%	150%	R 2 310,00	R 4 620,00	R 6 930,00
Obstructing fire equipment	22.5	50%	100%	150%	R 2 310,00	R 4 620,00	R 6 930,00
23. Generators							
Generator position	23.4	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
Generator noise	23.5	Warning	25%	100%	Warning	R 1 155,00	R 4 620,00
10,1 Use of Firearms and Trapping Devices							
Causing property damage		100%	150%	200%	R4 620,00	R 6 930,00	R 9 240,00
Injuring wildlife/ domesticated animals/people		100%	150%	200%	R4 620,00	R 6 930,00	R 9 240,00
Killing wildlife/ domesticated animals		100%	150%	200%	R4 620,00	R 6 930,00	R 9 240,00

Undertaking

I/we, the member/s, occupier/s and/or tenant/s, do hereby confirm and validate that by signing this page, I/we have read and understand each rule and sub-rule.

_____

Signature