

CONDUCT RULES

INTRODUCTION

The relevant sections of the enabling documents giving authority to make and enforce these rules, are contained in the Memorandum of Articles of Association of the Eshowe Hills Homeowners Association-

These sections, provide, inter alia, that the Association shall be entitled to make rules and ensure compliance of those rules by way of a system of fines or other penalties and that the provisions of these rules are binding on all members.

The provisions of these rules shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any unit by, through or under any member, whatever the nature of such occupation.

A. MEMBERSHIP

1. Any person reflected in the records of the Deeds Office concerned as the registered owner of any property in the Estate shall be deemed to be the registered owner of such land or unit.
2. A member shall not in any manner alienate a unit unless it is a condition of the agreement of alienation that:-
 - 2.1. The proposed transferee has bound himself to the satisfaction of the Association, (as a contract for the benefit of the Association), to become a member thereof upon transfer of the unit to him.
 - 2.2. The registration of transfer of that unit into the name of that transferee shall ipso facto constitute the transferee as a member of the Association.

3. The registered owner of a unit may not resign as a member of the Association.
4. The rights and obligations of a member are not capable of transfer or cession.
5. Every member shall observe all conduct rules made by the Association or its Directors.

B. CONTROL OF VEHICLES

1. No person shall drive any vehicle on any road within the Estate in excess of 30 (thirty) kilometers per hour on any road, unless a higher or lower speed limit is indicated by an appropriate sign.
2. The Association may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to in Rule B1 above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
3. No person shall drive any vehicle at any place within the Estate except:-
 - 3.1. Upon the tarred or brick-paved portions or otherwise constructed portions of the roads as indicated on the general plan of the Estate and described in the town planning scheme as private roads;
 - 3.2. Upon any other road or track not referred to in Rule B3.1 above, which is specifically designated on a plan of the Estate by the Association as being for vehicular use, such plan to be posted in the office of the Association for general information, and which usage shall be further indicated by means of appropriate signs;

- 3.3. Upon any driveway within any residential lot.
4. All vehicles shall keep to the left-hand side of the road.
5. The Association may by means of appropriate signage, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit, provided that such signs shall insofar as it is possible, be in accordance with the International code of road signs currently in force and failure by any person to obey the same and give effect to such menacing shall constitute a breach of these rules. The Association may, if deemed necessary or desirable, amend the signage in such manner as it may deem fit.
6. No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
7. No person shall operate any vehicle within the Estate unless he is the holder of a valid current driver's license issued under the Provisions of the Road Traffic Act No. 29 of 1989 (as amended).
8. Right of way within the Estate shall be given to:-
 - 8.1. Pedestrians and wild life at all places and at all times;
 - 8.2. Golfers and golf-carts at those crossing places demarcated for such purpose.
9. No person shall ride a bicycle, tricycle or any other form of unpowered transport within the Estate where the Association has expressly indicated by signs that the same is prohibited.

10. No vehicle shall enter or leave the Estate at any point except at the main entrance gates provided in special circumstances and with the consent of the Association, an alternative point may be arranged.
11. No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the main entrance gates, provided that the Association may issue to its members a device enabling such members themselves to operate the boom gates at the main entrance, in which event such provision shall not apply.
12. No member shall permit the use of a device for operating the boom gates at the main entrance by any person other than a family member, guest or lessee of that member.
13. Save where the aforesaid device for operating the boom gates at the main entrance is employed, no vehicle shall enter the Estate except upon the production to the guard on duty at the main entrance of an identification card, disc or device issued by the Association as evidence that the occupants of such vehicle are entitled to enter the Estate, or alternatively in the event of the occupants of such vehicle wishing to enter the Estate as the invitees of the occupant of the Estate, upon the said guard having satisfied himself by reference to the persons having issued the invitation or where a request has been made in terms of Rule G, that the occupants of the said vehicle may be admitted to the Estate.
14. No vehicle having a gross weight in excess of 4 000 kg shall be permitted to enter the Estate except with the prior written approval of the Association, who may grant approval on such conditions as it may see fit.
15. No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.

16. No person shall ride a skateboard or any other similar device on any road within the Estate.
17. No person shall store, park or leave unattended any vehicle at any place in the Estate except;
 - 17.1. In a structure designed for use as a garage or carport;
 - 17.2. In any area designated for such purpose by the Association by means of an appropriate sign, or
 - 17.3. In a lay-by or parking bay designated as such by means of an appropriate sign.
18. No member shall park or allow to be parked outside of a designated garage or carport more than one vehicle upon the Lot where the property owned by him is situated.
19. A member shall be entitled to park the following number of vehicles on his property:-
 - 19.1. In the case of a freehold lot the number shall not exceed 3 (three); or
 - 19.2. In the case of a sectional tie or share block unit, the number shall not exceed 2 (two).
20. No person shall within the Estate park, or store any caravan, boat or trailer anywhere else but on his property and provided it is concealed from view, except in the designated trailer park or with the written consent of an at a place designated for such purpose by the Association.

21. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
22. No helicopter or any other means of aerial conveyance may be landed at any place in the Estate except with the written consent of and subject to such conditions as may be laid down by the Association.
23. For the purpose of these rules "vehicle" shall mean a vehicle as defined in Section 1 of the Road Traffic Act 29 of 1989 and shall include petrol or battery drive golf carts.

C. OPEN SPACE

1. No person shall anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.
2. No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this rule shall not apply with respect to the exercise of any person of any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
3. No person shall:
 - 3.1. Light any fire at any place upon the Estate other than at a place designated for that purpose and then subject to a proper fireplace having been constructed at such place, provided however, that where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions.
 - 3.2. Camp or picnic upon any place in the Estate other than at a place which has

been specially designated for such purpose by the Association.

- 3.3. Discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and in such places as may be set aside for such purpose and designated as such by the Association.
- 3.4. Use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any person within the Estate or behave in such a way as to create a nuisance to any other persons in the Estate.
- 3.5. Use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon.
- 3.6. Plant any plants, shrubs, bushes or trees within the Estate's Open Space, unless the same has been approved by the Association.
4. The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
5. All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.
6. The association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
7. No person shall within the area of the Estate discharge any fireworks or

firearm as defined in the Arms and Ammunitions Act No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act No. 71 of 1988, except in self-defence or within an area, specifically approved for such purpose by the Association, or with the express written approval of the Association.

8. No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environmental policy determined for the Estate.

D. DAMS, PONDS, STREAMS AND WATER FEATURES

1. No person shall launch upon any dam, pond or stream in the Estate any craft of any description powered by a motor of any nature, save such craft as may be required in connection with any work to be carried out on the instruction of or in connection with the affairs of the Association, provided further that such craft shall require the approval of the Association prior to being launch.
2. No person shall without the consent of the Association launch upon any dam, pond or stream any craft of any description whatsoever other than boats owned by the Association; provided that the Association in its sole discretion may permit the launching of any other craft either generally or in relation to a specific craft,, subject to such conditions as the Association may deem fit to impose.
3. No person shall swim in any dam, pond or stream in the Estate.
4. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any dam, pond or stream in the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
5. No person shall pollute or permit the pollution of any dam, pond or stream in

the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

6. No person shall discard any litter or any article of any nature whatsoever in any dam, pond or stream in the Estate.
7. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Estate.
8. No person shall alter the flow of water within any water course, furrow, servitude, stream or water feature.

E. DOMESTIC REFUSE

1. The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
 - 1.1. Lay down the type and size of refuse containers to be used;
 - 1.2. Give directions in regard to the placing of such refuse for collection;
 - 1.3. Require the payment of a reasonable charge for the provision of such containers;
 - 1.4. It shall be the duty of every owner or occupier of a unit to ensure that such directions given by the Association are fully observed and implemented;
- 1.5. No person shall keep any refuse within or outside his unit except in the containers aforesaid;
- 1.6. Containers shall not be kept in any place outside any unit or where it may be

seen from outside the grounds of such unit except in such places as may be specifically set aside therefore or as may be approved by the Association from time to time;

- 1.7. Where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the reuse Services provided or arranged by the Association, the Association may give the person wishing to dispose of such litter such directions for its disposal as may seem fit.
- 1.8. In the event of any person wishing to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass shall be arranged by the Association who shall dispose of the same in such a manner as they may deem fit and at the cost of the owner so requesting removal, which cost shall be added to his levy payment for the month in which such removal takes place.

F. ANIMALS, BIRD AND REPTILES

1. No animals, birds or reptiles shall be permitted to be kept on any property or any other place within the estate without the prior written consent of the Association and subject to such conditions as the Association may impose. The Association shall be entitled to withdraw such consent at their discretion by giving notice to that effect. All pets shall be restricted to the grounds of the unit to which they belong. All pets are to be registered with the Association on the form specially designated for this purpose together with a clear photograph of the pet and relevant statutory inoculation certificates.
 - 1.1. The Association shall have the right to act against owners who fail to prevent persistent barking by dog or whose pets create any nuisance including uncontrolled wandering on the Estate. Persistent complaints will result in the removal of the pet from the Estate.
 - 1.2. Residents shall be permitted to bring:

- 1.2.1. No more than two dogs or;
- 1.2.2. Such other pets as may be specifically approved by the Association in writing;
- 1.2.3. Written permission must be received from the Association if any of the above animals are to be replaced subject to a maximum of two pets per household.
- 1.3. When taken outside the member's dwelling, any dog shall at all times be kept in an enclosed vehicle, unless such dog is in a specific exercise area and shall be the responsibility of the owner to abide by any further rules relating to such area.
- 1.4. No pets may be left unattended inside a member's dwelling for an extended period of more than 12 (twelve) hours.
- 1.5. All female animals must be spayed. There shall be no departure from this rule without the prior written approval of the Association.
- 1.6. In the event of any domestic animal being introduced into the Estate, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to so do, the Association may entirely at its own discretion destroy such animal or impound it and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the member concerned without prejudice to its right to recover any penalty imposed in terms of these rules.
2. No person shall slaughter any animal, bird or reptile or cure or hang up to dry any meat, fish skin or carcass or any part thereof within the Estate.

G. VISITORS

1. A member is required to timeously request the Association's appointed

Security in writing or by telephone for permission to admit any person other than a permanent resident of his household to the Estate.

2. Such request shall contain:-
 - 2.1. The name of the person to be admitted;
 - 2.2. If more than one, the number of persons;
 - 2.3. The registration number of the vehicle, if known;
 - 2.4. The date and approximate time of arrival.
3. Any Estate Agent approved by the Association, shall have the right to request permission for the admission to the Estate of such person or persons who are in the company of such Agent who shall accompany such persons for the entire time they are within the Estate. Such approved Estate Agent shall be issued with an admission card bearing the name and photograph at the Estate Agent's cost and shall produce such card each and every time they wish to enter the Estate.

H. OCCUPATION OF DWELLING UNITS

1. The maximum number of persons permitted to occupy and dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
2. Notwithstanding H.1 the Association may after written application allow more than the maximum numbers of persons to be accommodated in such unit or access to the Estate.
3. Everybody in the Estate must observe the "quite hours" curfew from 22:00 to 6:30. No golf may be played on the Estate before 07:00. At weekend lawn mowers may only be used on the Estate on Saturday from 8:00 until 14:00 and not at all on Sundays.

4. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose. Any such items placed in any other place may be impounded by the Association, and may be reclaimed by the owner from the Association who may invoke the penalty as set out herein.
5. No person shall keep anywhere in the Estate any inflammable substance provided however that this rule shall not apply to the keeping of such substance and in such quantities as may be required for domestic use.
6. Where any lot or unit is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for the unit concerned and shall notify the Association of the name and address of such Liaison Officer.
7. Every person who occupies a dwelling within the Estate either as a member, tenant or occupier, shall be obliged to have a telephone and an alarm system approved by the H.O.A. installed within such dwelling, such requirement arising from the Association's general security controls and the control of persons entering and leaving the Estate.

I. LETTING

1. No member shall let or otherwise part with occupation of his property, whether temporarily or otherwise, unless-
 - 1.1. He enters into a written lease Agreement with such prospective tenant or Occupier on such terms and conditions as might be found in any standard Lease Agreement relating to the letting of a dwelling house or Sectional Title unit.
 - 1.2. He has agreed with the prospective tenant or occupier as a stipulation alteri in favour of the Association, that such tenant or occupier shall in all ways be

bound by the terms and conditions of these Rules, any amendments thereto and of the Articles of Association where applicable.

- 1.3. He has included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to himself, when his tenant or occupier has committed a breach either thereunder or in terms of these Rules or the Articles, and after being given due notice by the Association to remedy such breach, has neglected, refused or ignored such notice.
- 1.4. He has obtained the Association's prior written consent to conclude such Lease Agreement with his prospective tenant or occupier.
2. No member shall part with occupation of his property unless, prior to giving such occupation the member submits to the Association a draft copy of his proposed Lease Agreement, together with any other information in respect thereof which might be require by the Association and has obtained the written consent of the Association to conclude such Lease Agreement, provided:-
 - 2.1. The Association's consent will be withheld if the Association is not satisfied that:-
 - 2.1.1. The provisions of Rule 1.1 have not been fully complied with;
 - 2.1.2. The terms and conditions of such Lease Agreement do not adequately cover the Association's right to terminate such Agreement in terms of the provisions of Rule 1.1.
3. The Association shall be entitled to withdraw any consent granted under Rule 2 above if:-
 - 3.1. The member neglects or refuses to furnish the Association with a copy of the signed and stamped Lease Agreement entered into between the member and

his tenant or occupier: or

- 3.2. The member has timeously provided the Association with a copy of the duly signed and stamped Lease Agreement and the same materially differs from that submitted to the Association for its approval under Rule 2 above.

J. MAINTENANCE OF PROPERTY

1. Every member who is the owner of a freehold lot shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the Estate being up-market housing development.
2. Every member shall ensure that at all times his lawn and garden area are well maintained due regard being had to as to the aesthetic requirements and standards imposed by the Association. Only plants and flowers and trees approved by the Association may be introduced.
3. A member who contravenes the provisions of this clause and who after due notice has been given to him by the Association to remedy such fault or omission fails to rectify repair and remedy the same shall be liable to pay any costs incurred by the Association in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule J.3 the member may not refuse the Association or its duly appointed agent or employees entry into his property for the purpose of carrying out the provisions hereof.
4. No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.

K. DOMESTIC SERVANTS

1. No member shall be entitled to employ a domestic servant without the written prior consent of the Association.

2. Such member wishing to employ a domestic servant shall submit to the Association which person's full names, current physical address, whether the domestic is to live in or out, duration of employment if currently employed by the member, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the Association might deem necessary in order for it to grant its approval.
3. The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would involve a security risk if employed within the Estate.
4. In granting its consent, the Association may in addition impose certain terms and conditions relating to the domestic servant's employment, where it deems such imposition necessary.
5. The Association shall at any stage after approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such domestic servant, provided:-
 - 5.1. The Association may itself give notice to any domestic servant who fails to comply with these Rules, to attend a disciplinary meeting as contemplated in the Labour Act;
 - 5.2. The Association, if having complied fully with the provisions of the Labour Act, shall be entitled to dismiss such domestic servant from the employment of the member.
6. No member who is the registered owner of a section, shall be entitled to employ a "live in" domestic servant.

7. A member owning a dwelling may employ more than 1 (one) domestic servant, provided only 1 (one) such domestic shall be entitled to "live in" on the property.
8. The Association may issue to such domestic servant an Identification Card to facilitate entry to the Estate, which card shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will commit a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
9. Any member employing a domestic servant shall be liable to the Association for such domestic's conduct and behavior within the Estate, as well as for any visitor of such domestic servant who enters the Estate, provided that such visitor shall not be entitled to enter the Estate unless the member has complied fully with the provisions of Rule (8).
10. For the purpose of this clause, a member shall include any person who occupies or lets either a dwelling or section under the provisions of Rule 1.
11. No domestic servant may have an overnight visitor on the Estate except with the express permission of the Association.

L. GOLF COURSE

1. No member, or members of his immediate family, his guests or invitees shall conduct themselves in such a way as to interfere with or disturb or in any other way cause a nuisance to any person playing golf on the golf course.
2. No child under the age of 14 (fourteen) years of age shall be permitted within the golf course area unless in the company of and supervised by an adult. This rule may be waived if such child can show to the golf committee that he or she can conduct themselves correctly when playing golf.

3. Greens, sand traps and trees are out of bounds to any person other than a person playing golf and then only through his membership and in accordance with the prevailing rules and regulations of the Eshowe Country Club.
4. No person other than a member, the duly appointed occupier of such member's property, a person playing a round of golf or the Association's duly appointed nominee employee or agent, may enter into and remain within the golf course area.
5. The Association shall in no way whatsoever be held responsible or liable for any damages caused to any person's property or for any injury suffered by any person, arising from being struck by a golf ball.
6. Should any person acting in contravention of this rule damage any green, sand trap, tee or fairway servitude area, such person shall be liable to pay any costs incurred by the Association or the Eshowe Country Club in rectifying/remedying such damage.
7. Should any person for any reason while playing golf, damage any property, such player will be fully responsible for the costs of repairing such damage.

M. SPORTING FACILITIES GENERAL

1. The Association under the Articles of Association disclaims generally any responsibility for any injury to any person, damage, loss or theft of any property belonging to any person which occurs or arises within the Estate, irrespective of the cause thereof.
2. No member, his family, guests, invitees or any other person who has entered the Estate, either with or without the permission or consent of the Association, may make any claim or institute any action of whatsoever nature against the Association for payment of damages, loss or otherwise.

3. No person may use any sporting facility provided on the Estate unless a member or a member of Eshowe Country Club is present at all times during the use of such facility.
4. Persons using any sporting or other facilities provided on the Estate do so entirely at their own risk and the Association shall not be liable for any loss or damage of whatsoever nature arising out of the use by any person of any of the aforesaid facilities.
5. Any person entering any sporting facility area does so entirely at his own risk and shall have no right to claim any damages of whatsoever nature from any person who, whilst using such facility unintentionally inflicts an injury to such a person, provided further that such injured person shall have no right to claim any damages of whatsoever nature from the Association arising out of suffering any injury whilst being within such sporting facility.
6. All sporting or other facilities provided on the Estate shall at all times be under the control of the Association and/or the Eshowe Country Club and any duly appointed employee or official authorised by it or the Eshowe Country Club, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official whose decision shall be final, that such person is guilty of:-
 - 6.1. Bad or unsportsmanlike behavior;
 - 6.2. The use of foul or bad language;
 - 6.3. The excessive use of any blasphemous language;
 - 6.4. Indecent behavior;
 - 6.5. Interfering, preventing or obstructing any person's use and enjoyment of such facility;

- 6.6. Generally behaving in an unacceptable manner according to the normal standards of behavior that the Association requires and insists upon from all members.
7. The rules for golf shall be determined by the Eshowe Country Club from time to time and the use of all the other sporting facilities including tennis and squash shall be regulated by rules imposed by the Eshowe Country Club and/or the Association.

N. USE OF CLUBHOUSE

1. The clubhouse shall be open for use on all days, but the Association reserves the right to prohibit or limit use of the whole or any part of it for any reason whatsoever. In general, clubhouse facilities are for the use of and enjoyment of members and members of the Eshowe Country Club. Nevertheless, members must reserve the facilities should they wish to use them and the clubhouse will be allocated by the Association on the basis of the earlier applications for reservation being given preference.
 - 1.1. Music in the clubhouse may only be played at a reasonable volume and after 11:00 hours, the volume must be such that it cannot be heard from outside the clubhouse. Generally, noise within the clubhouse must be limited to a reasonable volume.
 - 1.2. It is also the intention to open the facilities to non-members for quiet functions during such times that the use of the clubhouse by members is limited, normally during weekdays. In the event that a booking of this type is made, the earlier booking will take precedence over a later booking, even if such later booking is made by a member.
2. The Rotunda: the main function of the Rotunda is for larger gathering such as meetings, conferences and the like. Members wishing to hire the Rotunda Room will be required to pay the prescribed fee as laid down by the Association from time to time.

3. Other facilities: these are for use by members and their guests. As a general rule, there is no charge for the use of these facilities but the Association reserves the right to charge for the use of them or some of them.

O. PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE ASSOCIATION

1. The amount levied upon each member under the provisions of Article 14.1 shall be paid by such member to the Association monthly in advance, on the first day of each and every month, for the duration of the member's ownership of his property, subject to the terms and conditions of the Articles.
2. All other amounts payable to the Association are to be paid as soon as the account is rendered.
3. Any amount due by any member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the Association but not exceeding the rate of interest charged by the First National Bank of South Africa Limited on its prime overdraft rate plus 3% per annum calculated monthly in arrears.
4. All levies or other amounts due and payable which remain unpaid may be recovered by instituting an action in any court of competent jurisdiction against the members for the "payment of such amounts".
5. In the event of the Homeowners Association instructing an attorney to take any steps against a member as a result of such member failing to pay any amount owing by him, or failing to comply with the obligations in terms of the Articles of Association or House Rules, then such member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.

6. In the event that a member owes the Association an amount in excess of R500.00 (five hundred rand) and the amount is not in dispute, such member will lose his right as a member in the following way:-
 - 6.1. The use of the facilities such as the sporting facilities, the clubhouse etc. of Eshowe Country Club will be denied to the member;
 - 6.2. The member will have no rights at any Annual General or General Meeting of the Association.

P. BREACH OF RULES

1. In the event of any breach of these rules by the members of any member's household, his guests, or lessees, such breach shall be deemed to have been committed by the member himself.
2. Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following information:-
 - 2.1. The nature of the breach;
 - 2.2. The time period, if applicable, in which the breach is to be remedied;
 - 2.3. The fine imposed by the Association on the member for committing such breach;
 - 2.4. The time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach, if the member wishes to implement Rule 3;
 - 2.5. Any other information the Association may deem necessary.
3. Notice will be deemed to have been duly given if such breach notice is hand

delivered to the member's address stated in Rule 2, by either affixing such notice to a prominent, fixture on the property or by placing the notice in the member's appointed post/letter box or by means of a registered address sent to the address stated in Rule 2.

4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence, for every 24 (twenty four) hours or part of such period during which such offence continues.

Q. FINES

1. Any person who contravenes or fails to comply with any provision of these Clauses, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R5 000.00 (five thousand rand) which penalty shall be decided upon by a fining committee.
2. In the event of a member failing to pay a fine imposed within the period stipulated by the fining committee until such time as the fine has been paid:-
 - 2.1. No transfer of the member's property shall be registered;
 - 2.2. Such member shall not be entitled to either the use of or entrance to the Clubhouse, Sporting Facilities of any other estate Amenities.

3. Any fine imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

R. DELEGATION AND INTERPRETATION

1. In these house Rules unless it appears to the contrary either expressly or by necessary implication:-
 - 1.1. "Association" means Eshowe Hills Homeowners Association;
 - 1.2. "Chairman" means the Chairman of the Directors of Association;
 - 1.3. "Dwelling" means any dwelling house and usual outbuildings erected on any lot;
 - 1.4. "Estate" means the Eshowe Hills Estate;
 - 1.5. "Open Space" means the area within the Estate falling outside of the township lots and sectional title Schemes and which are not owned by any member;
 - 1.6. "Property" means a township lot or sectional title unit within the Estate;
 - 1.7. "Section" means any sectional title unit forming part of a sectional title Scheme established within the Estate.
 - 1.8. The Association may delegate any of its own powers in terms of these rules to an Estate Manager upon such terms and conditions as it may deem fit.
 - 1.9. The Estate manager may delegate any of the powers so delegated to him to any person nominated by him for the purpose and upon such terms and conditions as he may deem fit.
2. The powers delegated in terms of R.2 and R.3 may at any time be withdrawn or amended by the Association.

3. Notwithstanding anything contained in these rules, any consent to be obtained from the Association must be given by it in writing and signed by a duly appointed official or employee of the Association delegated with the necessary authority to sign such consent.
 - 3.1. The statutory records and books of account of the Association shall be open for inspection at the offices of the Association between 9:00 and 12:00 on all business days, save that the Association shall be entitled to refuse any member or any authorised agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7 (seven) days at which such books or records may be inspected.
 - 3.2. On payment of the Association's prescribed fee, a member shall be entitled to obtain a photo copy of these Rules and of the Articles of Association of the Association.