



HOUSE RULES

May 2018

Happy and mutually satisfying community living is achieved when Residents use and enjoy their private property as well as the public areas of the Estate, in such a manner that they show respect for the rights of other owners and people lawfully on the Estate to also use and enjoy all our facilities.

Compliance with these House Rules and the general consideration of all Residents for each other will greatly assist in achieving a happy and cohesive community on a secure Estate.

The main business of the Association is to promote, advance and protect the common interest of its members and property in the township in order to ensure that its members achieve the optimum enjoyment, peace and quiet of their own individual houses, the river, and the natural surrounds. Optimum enjoyment can only be ensured by effective administration and control. It was, therefore, necessary that a set of rules and regulations be prescribed and adopted by the Association. What follows are the rules and regulations which have been adopted and which, in terms of the Memorandum of Incorporation, are binding on all members of the Association. (Link: [Memorandum of Incorporation](#))

1. INTERPRETATION

1.1 Clause headings are for convenience and shall not be used in the interpretation of the rules and regulations.

1.1 Unless the context clearly indicates a contrary intention – any expression denoting any gender includes the other genders; a natural person includes an artificial or juristic person; the singular includes the plural, and vice versa.

1.2 The following expressions bear the meanings assigned to them below:-

“Association”	the White River Country Estate Home Owners Association NPC (Non-Profit Company)
“Golf course”	the White River Country Club Golf Course
“Country Club”	the White River Country Club
“River”	the White River and its tributaries, which flows through the property
“Estate”	the development formally known as White River Extensions 26, 27, 28, 29, 30, 31, 32, 33, 36, 44, 50, 51, 52, 53, 54, 55, 56, 58 and 59, also known as White River Country Estate, including, but not limited to all occupied stands, all vacant stands, houses, public properties, HOA properties and roadways between and adjacent to the properties.
“Estate Manager”	the person appointed by the HOA to act, execute and manage the business on behalf of the Association as directed by the Board of Directors

“HOA”	Means the same as Association
“Homeowner”	Means the owner (s) of an individual stand (s) of property within the Estate, which person is a member of the Association
“Mol”	Memorandum of Incorporation as adopted by the HOA and in force in terms of the Companies Act of 2008
“Open spaces”	All areas on the Estate, including the golf course according to the Country Club Rules, but excluding private property.
“Person”	Means the same as Resident and includes any person lawfully on the Estate, including contractors, employees and the like
“Resident”	Means the same as Homeowner and may also include a Tenant and/or Visitor to a property
“Stand”	Means a property reflected on the General Plan of the township development described under “Estate” above and includes a dwelling or building on the stand
“Tenant”	Means any person (s) and / or legal entity that is not the registered owner of a stand and occupies that stand for any duration of time.

2. **ARCHITECTURAL REQUIREMENTS**

The architectural requirements for the Estate are contained in the **BUILDING REGULATIONS** compiled for White River Country Estate Homeowners’ Association and published under separate cover. (Link: [Building Regulations](#))

3. **TRAFFIC**

- 3.1 The Estate is a residential neighbourhood and golfing estate and therefore pedestrians, animals and golfers shall have the right of way at all places and roads at all times within the Estate. Vehicles shall be brought to a stop whenever necessary to enable such pedestrians, animals or golfers to enjoy right of way. Equally pedestrians should be sensitive to traffic, and shall be responsible for their own safety. No person shall drive any vehicle on any side road within the Estate at a speed in excess of 25 (twenty-five) kilometres per hour and no person shall drive any vehicle on Bay Hill Drive and Pine Hurst Drive, from its intersection with Bay Hill Drive to its intersection with St Andrews Close, at a speed in excess of 35 (thirty five) kilometres per hour.
- 3.2 The Association may, if it considers it necessary or desirable so to do, impose a speed limit lower than that referred to in Section 3.1 above on such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 3.3 No person shall ride or drive any vehicle at any place within the Estate, except-

- 3.3.1 Upon any driveway within a residential stand.
- 3.3.2 Upon any other road or track, not referred to in section 3.3.1 above, specially designated by the Association as being for vehicular use on a plan of the Estate to be posted in the Estate Office for general information, and by means of appropriate signs.

3.4 No person shall:

- 3.4.1 drive any vehicle (including but not limited to any motorised bicycle, tricycle or quadricycle) at any place within the Estate unless that vehicle is licensed for use on public roads in accordance with the Road Traffic Act, with the exception of those types of vehicle for which an exemption has been granted by The Mpumalanga Provincial Government, Department of Local Government and Traffic and the exemption has been notified to Home owners by the Association in writing;

(For the purposes of 3.4.1 it is noted that exemption has been granted by the Mpumalanga Provincial Government for Golf Carts to be driven on the public roads inside the Estate, subject to the following conditions:

- *Only persons who are in possession of a valid driver's licence be allowed to operate the Golf Carts.*
- *Only Golf Carts be exempted from the registration and licensing requirements*
- *The exemption only be valid while the Golf Carts are used on the Estate.)*

- 3.4.2 drive any vehicle at any place within the Estate unless he is the holder of a valid current licence, which would permit him to drive such vehicle upon a public road within the Republic of South Africa.

- 3.5 No person shall drive or ride any vehicle in the Estate while he is under the influence of alcohol or any drug which may, in any way, affect his ability to control such vehicle.

- 3.6 The conditions and stipulations of the National Road Traffic Act of 1996 as amended and / or any other legislation applicable to public roads and traffic are applicable to all roads within the Estate and shall be adhered to. Enforcement of such laws will be attended by the official body tasked therewith. The Association may impose contractual rules which are more onerous than the laws applicable, and can enforce such rules in accordance herewith.

- 3.7 The Association may refuse entry to the Estate of any vehicle which emits engine noise considered by the Association or the Estate Manager to constitute a nuisance to Home owners.
- 3.8 No caravans shall be brought into the Estate except with consent of and subject to such conditions as may be laid down by the Association.
- 3.9 Parking of caravans, boats, trailers, busses, trucks or lorries at the Country Club's storage parking facilities is encouraged and no person shall, within the Estate, park or store any caravan, boat, trailer, bus, truck or lorry, except with the consent of the Association.
- 3.10 No vehicle with a logo / brand name or any form of advertising sign displaying on it may be parked so as to be visible to the street and / or no open or closed safari vehicle or minibus may be parked so as to be visible within sight of the street.
- 3.11 No helicopters or any other means of aerial conveyance may be landed at any place in the Estate, except with the consent of and subject to such conditions as may be laid down by the Association. All conditions of the Civil Aviation Act, including flying over built-up areas shall be observed at all times.
- 3.12 For purposes of these House Rules, "vehicle" shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.
- 3.13 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in section 3, he shall be liable to a penalty as the directors of the Association may from time to time decide.
- 3.14 All residents, visitors, deliveries and/or contractors shall park their vehicles on the property they visit or attend to. Subject to the obtaining of permission prior to an event, the Association may allow the parking of a maximum of 5 (five) vehicles outside a property for a limited duration of time, provided the normal flow of traffic is not affected.
- 3.15 No bulldozer, vehicles on tracks, drills, cranes or similar heavy duty vehicles, including trucks in excess of a gross mass of 20 tons, may enter the Estate without the permission of the Association.
- 3.16 Cyclists shall ride in single file behind each other and not alongside each other on the Estate and shall follow access control procedures when entering or exit the Estate.

- 3.17 All Residents and road users will be expected to co-operate with any and all traffic calming measures which the Association may institute with the approval of the authorities if required, on the Estate.

4. OPEN SPACES

- 4.1 No person shall anywhere in the open spaces, remove, capture, disturb, harm, destroy, or permit to be disturbed, harmed, or destroyed, any wild animal, insect, reptile, or bird.
- 4.2 No person shall, anywhere in the open spaces, disturb, 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 section shall not apply with respect to the exercise by any person of any right granted to him by virtue of any agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
- 4.3 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the Association, and in a properly constructed fireplace.
- 4.4 No camping shall be permitted in the open spaces or private property, except if prior written permission is granted by the Association for a specific event.
- 4.5 No person shall discard any litter at any place in the open spaces, except in such receptacles and in such places as may be set aside for the purpose and designated by the Association.
- 4.6 No person shall use any open space within the Estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons in the Estate.
- 4.7 No person shall use or conduct himself upon any open space within the Estate in such a manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 4.8 Where the Association has entered into any agreement with any member granting that member the exclusive use and occupation of any area in the Estate, no person shall, in any manner whatsoever, disturb or interfere with such member in the enjoyment of his rights / of exclusive use and occupation.
- 4.9 No person shall, anywhere in the Estate, discharge any firearm, or any air gun or pistol or paintball gun, except in self-defence.

- 4.10 Access to the river from the Estate shall be by way of the paths, specifically designated by the Association, and no person shall gain access to the river from the Estate except by way of a path so designated.
- 4.11 No person shall feed or tease game or birds, save and except by the use of approved bird feeding trays. No person shall fish in the streams or dams without prior permission of the Association.
- 4.12 No person shall swim in the streams or dams.
- 4.13 No person may capture, kill or release any bird, animal or reptile in the open space or Estate without permission of the Association.

5. RIVERS AND DAMS

- 5.1 No person shall launch upon any dam or river in the Estate any craft of any description whatsoever.
- 5.2 No person shall pollute or permit the pollution of the dam, stream, canal or river within 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.
- 5.3 No water may be subtracted, withdrawn or diverted from the river, canal, streams or dams for whatever use or reason without the written approval from the Association and / or authorities.
- 5.4 No Resident may plant any flora in or nearby any dam, stream, canal or river or in any open space.
- 5.5 Residents living next to any canal or any Homeowner on whose property a canal cross will allow from time to time the un-disturbed maintenance or upgrade work to such canal and shall adhere to all requests and / or directives given by the Association or authorities in this regard.
- 5.6 For your own safety the Association will not allow any person to play, walk or swim in the streams or river.

6. DOMESTIC & GARDEN REFUSE

- 6.1 The removal of domestic and other refuse shall be under the control of the Mbombela Local Municipality and / or the Association, who may, in exercising their functions in this regard from time to time, by notice in writing to all persons concerned:
 - 6.1.1 Lay down the type and size of refuse containers to be obtained,

- 6.1.2 Give directions in regard to the placing of such refuse containers for collection,
- 6.1.3 Require the payment of reasonable charge for the provision of such containers and the refuse removal services.
- 6.2 It shall be the duty of every Resident of a property to ensure that such directions given by the Mbombela Local Municipality or Association are fully observed and implemented.
- 6.3 No person shall keep any refuse within or outside his property except in the containers aforesaid and no person shall place any refuse outside a property on non-collection days.
- 6.4 Containers shall not be kept in any place outside any property except in such places and at such times as may be specifically set aside therefore or as may be approved by the Association from time to time.
- 6.5 Where, in the opinion of the Association, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided by Mbombela Local Municipality or the Association, the Association may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.
- 6.6 The Association may provide an additional service for the removal of garden refuse and the Homeowner shall adhere to the conditions stipulated from time to time by the Association for this service and shall pay the charges levied therefore promptly.

7. ANIMALS and PETS

- 7.1 All Municipal by-laws relating to pets must be complied with.
- 7.2 In addition, the following conditions must be met prior to bringing a pet onto the Estate:-
 - 7.2.1 No Resident may keep any pet on a stand without the prior written approval of the Association.
 - 7.2.2 No animal that may cause a disturbance or danger and no pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are allowed to be kept on the Estate.
 - 7.2.3 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others.

- 7.2.4 In the spirit of reasonableness and respect for all Residents, pet owners are requested to take special care to ensure their pets don't become a nuisance to other Residents. In the event that a Resident has a complaint regarding a pet disturbance, the Complainant shall at first inform Security at the Security Office on the Estate, who in turn will in the first instance attempt to solve the immediate problem. Should the problem continue for a longer period of time the Resident will have to submit a signed written complaint to the Association. Such complaint would then be formally addressed by the Association.
- 7.2.5 Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from the Association. Any costs incurred will be for the account of the Homeowner.
- 7.2.6 No more than two cats will be permitted per household, provided prior approval in writing is obtained from the Association. Such approval may be granted subject to conditions, and may be withdrawn at any time.
- 7.2.7 Each cat must at all times wear a collar with a name tag indicating the Resident's name and telephone number.
- 7.3 The following conditions shall apply to dog owners:
- 7.3.1 Tenants are discouraged from bringing any dogs onto the Estate. Should they wish to do so, prior approval in writing from the Association is required.
- 7.3.2 No more than two dogs are permitted per household.
- 7.3.3 Each dog must at all times wear a collar with a name tag indicating the Resident's name and telephone number.
- 7.3.4 Dogs must be kept in an adequately contained area within the Resident's property and, when outside the Resident's property, must at all times be on a leash under the control of a responsible person.
- 7.3.5 Fouling by dogs must be removed immediately by the responsible Resident. (For this purpose Residents are advised to carry a scooper or plastic bags whenever walking their pets outside their own property).
- 7.3.6 Dogs may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, etc. and no dog may be left alone on a stand for an extended period of more than a few hours. Any continuous contraventions of the above of the same nature, and / or repetitive complaints received from fellow affected Residents regarding the failure by a Resident to comply with any provisions as

stipulated may result in the withdrawal of the Association's permission for the keeping of a specific dog (s).

- 7.3.7 The provisions of 7.2.4 hereof apply to any complaints about dogs.
- 7.3.8 Dogs may not be left overnight unattended on a stand, and suitable arrangements of engaging a friend or house sitter must be made, or the dogs must be taken to a kennel off the Estate.
- 7.3.9 Any dog found out of its Resident's property, and/or not on a leash and with or without a collar and name tag, will be taken by Security and may be taken to the SPCA if the Resident is not identified or could not be immediately contacted. A fine will be payable by the Homeowner as well as any SPCA costs. Any subsequent similar offences may result in the Association withdrawing its permission to a specific Homeowner to keep a dog (s) on the Estate.
- 7.3.10 Should the Association in its sole discretion be of the opinion that a specific dog (s) poses a danger or nuisance to Residents, Visitors or Golfers, the Association reserves the right to withdraw its permission for the keeping of that dog (s) in terms of these Rules.
- 7.4 All pet owners shall produce annually on or before 1st April, a rabies vaccination certificate for each pet in his / her care. Failure to submit a valid rabies vaccination certificate would result in the suspension of the HOA permission to keep a pet.

8. GOLF COURSE

- 8.1 The golf course is administered and controlled by the Country Club. Residents will at all times respect the privacy of players and not constitute a nuisance to their game in any way whatsoever, and shall at all times abide by the rules of the Country Club.(Link: [Country Club Constitution](#))
- 8.2 Using the golf course while play is in progress is dangerous. Access to the golf course from the Estate shall be by way of the paths, specifically designated by the Country Club, and no person shall enter the golf course from the Estate except by way of a path so designated. No motorbike / scooter or motorised vehicle may be used on the path ways through the golf course or course itself.
- 8.3 No dogs or pets shall be allowed on the golf course.
- 8.4 No children under the age of 12 (twelve) years shall be allowed on the golf course, unless accompanied by an adult.

- 8.5 A Homeowner shall be obliged to become a “Homeowner member” of the Country Club, irrespective of such Homeowner taking up any other category of membership of the Country Club, which obligation came into effect from 01st November 2012. The aggregate membership fee shall be recovered from the levy account of each Homeowner and paid to the Country Club by the Association in terms of the agreement between the HOA and Country Club.
- 8.6 The following **CODE OF CONDUCT** shall apply to all Homeowners, Residents and /or their Visitors;

The golf course is generally for the use of fee paying golfers, and unless you have paid the appropriate fee you may not practise or play on the golf course. Walking is discouraged whilst golf is underway. In other words, whilst active golfers are visible or during hours when play is to be expected.

You may cross the course using the path from the Clubhouse to the 10th tee that leads to Pebble Beach Close.

Please note that no jogging, cycling, roller blading or the use of any motorised vehicle, other than a golf cart is permitted on the course. No pets are permitted on the Golf Course.

Please remember that golfers have the right of way on the course at all times and you are requested not to disturb play. Should you come in the way of golfers playing, their balls could constitute an extreme source of danger to you. Neither the Country Club, nor the Association nor any official, director, committee member, employee, agent or servant of either body, nor any of their members shall be liable for any loss, damage, death or injury arising from any person being present on or near the Golf Course. All persons using, traversing or being near the Golf Course do so entirely at their own risk.

9. SECURITY

- 9.1 Whilst all security pre-cautions will be taken on the Estate, it is recommended that all Residents install house alarms and link such alarms with the Security Office for monitoring. It is also recommended that Residents take precautionary security measures at home, including the closing and locking of doors and windows when not at home, illumination of vulnerable outside areas during night time, informing Security when you would not be at home for extended periods of time and the reporting of all actions contravening security protocol and procedures, as well as the immediate reporting of any suspicious movement to security.

- 9.2 Security is one of the main pillars on which the Estate is built and all Residents shall adhere at all times to security protocol in place. Failure to adhere to the security protocol will be an offence and the Association reserves the right to act in terms of these Rules and the Memorandum of Incorporation against any and all Residents contravening and / or jeopardising the security protocol.
- 9.3 Security procedures at the gates are prescribed and stipulated in the Access Control Policy of the Association, which policy as amended from time-to-time forms an integral part of these Rules. (**Link: [Access Control Policy](#)**)
- 9.4 The perimeter fence and its accessories (solar panels / energizers / cameras, etc.) around the Estate form part of the security system and may not be touched or tampered with.
- 9.5 Our security guards are doing a difficult job and may not be abused under any circumstances. Residents may make a complaint to the Estate Manager against the misbehaviour of any security officer and security officers in return may make a complaint against any Resident or Visitor for abuse. The Association shall deal with any such charge in terms of its Mol / Rules and Policies.
- 9.6 Security incidents will be investigated by the Association, and the principle responsibility to report an incident remains with the Resident and the principle responsibility to investigate an incident remains with the SA Police Services.
- 9.7 In terms of the security service agreement, the security service provider is compelled to render a response service to all house alarms monitored, which service cost is already included in the levy charged. Residents are encouraged to install house alarms and to link such alarm with the 24 hour manned Security office on the Estate.
- 9.8 Residents with house alarms must nominate a key holder who can be contacted in times of absence of the Resident. Failure to nominate a key holder and / or failure to service an alarm after the receipt of more than 3 (three) false alarms per stand per month, may result in the raising of an individual charge for the continuous monitoring and / or response to a specific alarm.
- 9.9 It is recommended that no outdoor siren be installed or connected to an alarm and instead a strobe light is recommended, bearing in mind your house alarm is received loud and clear at the Security office, provided you have applied to be linked. Should a Resident however choose to connect an alarm to an outdoor siren, such siren may not sound more than 3 (three)

cycles of a maximum of 1 (one) minute each after activation. Constant non adherence to this Rule, read in conjunction with Rule 9.8 may result in the denial by the Association to connect a specific alarm to an outside siren.

- 9.10 Residents who choose to make use of an outside security company (a company other than the company providing the Estate security at the time) to monitor his / her house alarm, needs to take note that such outside security monitoring company would be escorted by the Estate security company to the property on response to an alarm.
- 9.11 Residents choosing to provide additional security to that provided by the Association may do so subject to the conditions of the Private Security Protection Policy adopted by the Association and which policy shall be read in conjunction with these Rules and shall form an integral part of these Rules. (Link: [Private Security Protection Policy](#))
- 9.12 Whilst every effort is made to secure the Estate and to prevent crime, no warrantee is given or to be implied that the Estate will be crime or incident free.

10. NOISE DISTURBANCE

- 10.1 Residents should bear their neighbours in mind at all times and the sound volume of music and / or electronic instruments shall be maintained at a level so as not to be heard on adjoining properties and no Homeowner may allow the noise levels on their property to be a nuisance to adjoining or surrounding Residents.
- 10.2 In the spirit of good neighbourliness any music and / or noise from a party or social gathering should cease at midnight. Please remind your visitors and guests that hooting good-bye, especially at midnight is not a good idea or neighbourly friendly.
- 10.3 The by-laws of the municipality will be adhered to and noisy electric tools may only be used by Residents between Monday and Friday and then only between the hours 08h00 and 17h00 and Saturdays between 08h00 to 13h00. Homeowners choosing to undertake their own lawn mowing may only do so during the same hours.
- 10.4 Generators used for the provision of electricity must be installed in specific designed ventilated soundproof buildings or housings approved by the Association and may not be heard on adjoining properties.
- 10.5 In the spirit of reasonableness and respect for your fellow Residents, you are requested to ensure that the noise levels on your property don't become a nuisance to other Residents. In the event that a Resident have a complaint

regarding a noise level or sound disturbance, the Complainant shall at first inform Security at the Security Office on the Estate, who in return will in the first instance attempt to solve the immediate problem. Should the problem continue for a longer period of time the Resident have to submit a signed written complaint to the Association. Such complaint would then be formally addressed by the Association. The Complainant may at will also lay a charge for noise disturbance with the SA Police and / or may seek alternative relief.

11. GENERAL

- 11.1 No washing of any nature may be hung out or placed anywhere to dry except in the drying yard or such other area designated for the purpose.
- 11.2 Whenever the Association is of the opinion that the behaviour of any person constitutes a nuisance to any other person, or may be detrimental to the amenities of the Estate generally, it may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of these House Rules.
- 11.3 No person shall keep anywhere in the Estate any inflammable substances, provided however, that this rule shall not apply to keeping of such substances and in such quantities as may be reasonably required for normal domestic use.
- 11.4 No animals may be slaughtered on the Estate.
- 11.5 No business activity, profession, industry, trading, hobby or other activity which could or would cause aggravation or nuisance to fellow Residents may be conducted on the Estate without the prior written approval of the Association, which will consider any application in conjunction with the Policy on Economic Activity approved in terms of the Mol which shall form an integral part and read in conjunction with these Rules. (Link: [Economic Activity Policy](#))
- 11.6 A Homeowner may not apply to the Local Town Council or equivalent authority for any change in land use rights without first obtaining the consent of the Association.
- 11.7 A Resident may not display any advertisement or signage on or in front of his property, with the exception of a house number and / or a house name, which signage may not exceed 30 cm x 100 cm and need to be approved by the Association before erection.

- 11.8 No more than 2 (two) posts for the hoisting of flags may be erected on a stand, provided that written authority be obtained from the Association for the erection of such posts.
- 11.9 No fireworks may be discharged on the Estate.
- 11.10 No advertisements, flyers or notices may be distributed at the gates and no door-to-door distribution of any material or selling of any goods may be undertaken without the prior written approval of the Association.
- 11.11 Open or exposed carports may not be used as storage space and a built-in cupboard shall be erected in open carports if used for storage.
- 11.12 Written approval must be obtained from the Association to cover a patio / veranda / port cache with canvas or any other similar material.
- 11.13 The labour force of the Association may not be temporarily employed during the week or during breaks to undertake private work on a stand.
- 11.14 A Resident and not the Association, is responsible for having his exact stand and boundary pegs demarcated by a professional person, before commencement of any building work and / or erection of any boundary fence or planting of any flora.
- 11.15 A Resident who chooses not to make use of the grass cutting service provided by the Association must inform the Association in writing of his decision and will not be entitled to any rebate on the levy payable. The conditions of the Garden Service Policy shall apply for the rendering of a grass cutting service to all Residents. (Link: [Garden Service Policy](#))
- 11.16 In the event of annoyances or complaints between two neighbours or parties, the involved parties should first attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems cannot be resolved, the matter should be brought to the attention of the Association. Furthermore, it is the position of the Association not to become involved in neighbourly disputes or domestic issues.
- 11.17 In order to safeguard our Homeowners and following best practise procedures, our Homeowners may only make use of the services of Estate Agents registered with the Association for any property transaction. All property transactions on the Estate need to comply with the Estate Agents Registration Policy. (Link: [Estate Agents Registration Policy](#))
- 11.18 The Association recognises that the Estate is a sought after holiday destination. The provision of holiday accommodation for short term

periods is therefore regulated in terms of the Holiday Home Policy and all Homeowners who make their properties available for short term stays at a monetary value, need to comply with the mentioned Policy. (Link: [Holiday Home Policy](#))

- 11.19 The Homeowner and Resident shall ensure that only 1 (one) family occupy a house at a time. The definition of a family and house shall be the same as contained in terms of the Local Municipal Town Planning Scheme Regulations.
- 11.20 No exotic and / or invader plants should be cultivated / allowed to invade in private gardens.
- 11.21 The launching or flying of drones and / or remote-controlled aircrafts from any private – or - public property on White River Country Estate is not allowed, except for professional reasons, in which event the permission of the HOA would be required.

12. OFFENCES AND PENALTIES

- 12.1 Any person who contravenes or fails to comply with or is deemed to have contravened or failed to comply with any provisions of the House Rules contained herein, or any order or direction given in terms hereof, shall be liable to a fine or penalty not exceeding such amount as the Directors may, from time to time, decide and which fine or penalty must be reviewed and confirmed at each Annual General Meeting of the Association in terms of Section 7.1.4 of the Mol.
- 12.2 In these House Rules, unless it appears to the contrary either expressly or by necessary implication, the words and expressions as are defined in the Memorandum of Incorporation of the White River Country Estate Homeowners Association shall bear the same meaning in these House Rules as in the said Memorandum of Incorporation read in conjunction with the Rules and Policies adopted in terms of the Mol.
- 12.3 Any person who contravenes or fails to comply with any provision of these House Rules, or any conditions imposed or directions given in terms thereof, shall be deemed to have breached these House Rules and will be liable for payment of the penalties laid down in terms thereof.
- 12.4 The Estate Manager may delegate any of the powers so delegated to him, or any power accorded to him in terms of these House Rules to any person nominated by him for the purpose, and any reference to the Estate Manager shall be deemed to include a reference to such nominee. The Estate Manager shall apply all the Rules equitably without fear or favour.

- 12.5 The Estate Manager shall for the purpose of the interpretation of these rules mean the person duly nominated, in writing, by the Association to implement all or any of the rules and regulations contained herein, or to exercise any of the Association's powers in terms of these House Rules.
- 12.6 Any fine or penalty imposed by the Directors in terms of these rules shall be added to the Homeowner's levy.
- 12.7 The imposition of any fines and penalties imposed by the Association in accordance with these House Rules in no way limits the rights of the Country Club or the Association to pursue such claims as it may consider necessary against trespass, damage or any other consequence arising from a breach of these House Rules in respect of the facilities of the Country Club.

13. INDEMNITY

All Homeowners have accepted the following indemnities, by virtue of acceptance and signature of the Membership Acknowledgement of White River Country Estate Homeowners' Association, the contents of which are as follows:

- 13.1 "I the undersigned, do hereby indemnify the Association against all loss, liability, damage, death or expense which I or any member of my family, my friends, visitors, and / or servants, may suffer as a result of or which may be attributable to any negligence of whatsoever nature on the part of the Association in the administration and maintenance of the Estate, including the access to rivers, dams and the control of any source of danger on the Estate".
- 13.2 "I do hereby acknowledge that the Memorandum of Incorporation entrusts the Board of Directors' with the overall management of the White River Country Estate without stipulating the details of such function and the Board of Directors' resolved to provide a security service to the Estate. I do hereby acknowledge that such security service is not a personal service for each property, but a general security service for the Estate and is no guarantee of the absence of crime and I hereby irrevocably indemnify and hold the Association and/or Board of Directors and/or any of its agents, servants, appointees or representatives free from liability against all claims, losses, liabilities, demands, damages, costs, charges or expenses arising out of the security service hereby provided."

14. Coverage and Enforcement

- 14.1 These House Rules have been established by the Board of Directors of your Association in terms of the Memorandum of Incorporation (MoI) of the White

River Country Estate. They are binding on all Homeowners, Residents, Visitors and Contractors. Homeowners are responsible for ensuring that members of their families, tenants, visitors, employees and Contractors comply with these House Rules at all times.

- 14.2 Should any uncertainty exist with the interpretation and / or enforcement of these House Rules, the conditions and / or interpretations as contained in the Memorandum of Incorporation for White River Country Estate Homeowners Association (Non Profit Company) as registered on 22nd November 2012 with CPIC, shall apply.
- 14.3 Any Homeowner or Resident may call upon or request for arbitration procedures to be followed as provided for under Section 22 of the Memorandum of Incorporation, should a dispute arisen relating to the interpretation of any of these House Rules.
- 14.4 Any Homeowner or Resident may notify the Association within 7 (seven) days of notice of a fine or penalty or suspension of his / her disagreement with a ruling / fine or penalty. A Dispute Committee in terms of the Memorandum of Incorporation would then meet with the Complainant in an attempt to resolve the complaint. Failure to resolve the complaint would move into arbitration.
- 14.5 All Homeowners rent out their property for short or long term periods, must ensure that the Tenant (s) is made aware and acknowledge the contents and existence of these House Rules.
- 14.6 The Domicilium citandi et executandi for the Association is:
The Estate Office
11 Pinehurst Drive (Adjacent to Main Gate)
White River Country Estate
P.O. Box 2729
White River, 1240
Fax: 086 295 4498
E-Mail: estate@wrce.co.za
- 14.7 The Domicilium citandi et executandi for the Homeowner / Resident is:

The stand of the Homeowner (Section 21.2: Mol)
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