

Additional Instructions: Purchaser acknowledges that it is obligatory for them to become a member of the “Manorfields Country Estate Management Association” and, that the purchaser understands and agrees to abide by the Associations rules as set out in the “Handbook for Residents”. Also ensure that the purchaser is aware of the obligatory non refundable contribution to the stabilisation fund (R3000) in terms of the Estate’s Articles of Association and the monthly levy payment.

Manorfields Country Estate

MANAGEMENT ASSOCIATION

(Association incorporated under Section 21)
(Registration Number 2001/027730/08)

Handbook for Residents

Revised 2008

This Handbook is issued by the Management Association to each registered owner.

EVERY OWNER SHOULD BE THOROUGHLY FAMILIAR WITH THE INFORMATION CONTAINED IN THIS HANDBOOK IN ORDER TO UNDERSTAND THE OPERATION OF THE ESTATE.

General Information Regarding the Association

GENERAL

Manorfields Country Estate offers a secure, aesthetically attractive residential estate. The homeowners, through their Management Committee (Board of Directors), and in conjunction with the Managing Agent, control and administer the day-to-day running of the estate. The estate is a freehold area with common property consisting of open spaces, a dam, common recreational facilities (club house, squash court, gym, tennis court, and swimming pool), roads, and infrastructural services. The complex is enclosed by a palisade electrified security fence with access control through a guarded gate.

Durban Metro City (Ethekwini Municipality) provides electricity and water in our area. For their consumption of electricity owners of a property on the estate contract with and pay directly to Ethekwini Municipality. Each unit has its own water meter that is read monthly and owners are charged for their own consumption. The monthly levy statement reflects a water charge, made up of the owner's consumption and a proportionate share of the water usage on the common property.

Since the land in Manorfields is freehold, owners are assessed individually and pay assessment rates on their property directly to the local authority. Rates on the common property form part of the monthly levy payable by homeowners.

MEMBERSHIP OF THE ASSOCIATION

The homeowners Association is an association of all landowners and homeowners on the estate. With the purchase of a unit (a stand or dwelling) goes obligatory membership of the Association which in turn confers ONE voting right on the registered owner. Multiple ownerships (joint ownership, trust, close corporations, companies, etc.) are required to nominate one party only as a "member". Owners may not resign their membership.

MANAGEMENT OF THE ASSOCIATION

The Association is run by its members. At the annual general meeting of the members, a Board of Directors is elected to form a Management Committee. This committee's responsibility is to establish, nurture, a maintain a culture of co-operative, quality lifestyle on the estate, while properly and efficiently managing the day-to-day functions and maintaining and improving the value of the property as a whole. In furtherance of this the directors may, inter alia:

- Hire, contract, or assign officials and/or firms to carry out services
- Raise funds by way of levies to accomplish their duties
- Appoint individuals and/or committees as required for advice or assistance
- Make rules to regulate the conduct of members to the benefit of all, and
- Impose financial penalties for non-compliance.

RULES OF THE ASSOCIATION

Being An Association Not for Gain incorporated under Section 21 of the Companies Act, the estate is governed by the Articles of Association for an Association not having a share capital. These articles provide for the making of rules by the directors for the management, control, and administration, use, and enjoyment of the estate.

The directors have the power to substitute, add to, amend, or repeal any rule, provided these changes do not alter the Association's constitution as set out in the Articles. The rules must also be reasonable, binding on all residents, and apply equally to all Members.

The Handbook for Residents, which is to be read in conjunction with the Articles of Association, provides further information on definitions, procedures, and regulations for the management of the estate.

The directors have the right to impose fines to be paid by those members who fail to comply with the rules as set out in the Handbook for Residents. Fines, where imposed, shall be deemed to be part of the levy due by the owner. Further, the directors may enforce the provisions of any rule by application to the courts.

Constructive suggestions for additions, omissions, or amendments to these rules may at any time be submitted to the Management Committee for consideration. The Articles of Association may only be amended by way of a Special Resolution which would need to be passed by 75 percent of the members at a general meeting. Such a meeting would require a quorum of 75 percent of the members present or represented by proxy.

DEFINITIONS

- i. The term "Common Property" shall mean any property owned or controlled by the Association.
- ii. The term "Association" or "Homeowners Association" shall mean Manorfields Country Estate Management Association (Association incorporated under Section 21).

Levies

LEVY PAYMENTS

Owners must pay levies in full and in advance by the 1st day of every month. Owners in arrears at the 7th of a month shall pay interest at 3 percent above the current prime overdraft rate of the Standard Bank of S.A. Such interest shall be applied to the full amount overdue from the 1st of the month until the date of payment.

Owners in arrears after 60 days shall have their overdue account and the full interest thereon handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the owner's account.

Any interest on, or collection fees for, overdue levies shall be considered to be part of the levy and treated as such.

Levy amounts may not be reduced to offset real or perceived, partial or non-provision of services, nor for any reason, unless previously discussed and sanctioned by the Association in writing.

A certificate from the Board of Directors setting out the amount of the indebtedness by the owner to the Association for levies and the fact that the same is due for payment shall, until the contrary is proved, be sufficient and satisfactory proof for the purposes of obtaining provisional sentence, summary judgment, or default judgment.

LEVY STABILISATION FUND

The Levy Stabilisation Fund is established by an obligatory, non-refundable, lump sum contribution by each owner at the time of purchase of a property on the Estate. This capital fund is held separate from the levy operating accounts and is to meet any extraordinary capital expenditure. The Management Committee may also make provision in the annual budget for a monthly addition to this fund.

INSURANCE

Insurance for the Common Property on the Estate is arranged by the Association.

Premium costs for house insurance are not included as part of the levy. Insurance cover for buildings and household contents of each freehold unit is the responsibility of the owner.

MAINTENANCE OF COMMON PROPERTY

Common Property (gate house, perimeter fence, servants' quarters and facilities, club house, swimming pool, squash court, tennis court, gym, common grounds and roads, and infrastructure etc.) is maintained by the Association and the cost is part of every member's levy.

Building Requirements

1. APPROVAL OF PLANS

- i. The design and construction of all new buildings, extensions, structures, fences, and alterations (internal and external) to buildings and structures must be approved by the Management Committee prior to any work being commenced. In addition, the required Local Authority approval must be obtained for all new buildings, alterations, extensions, gazebos, etc.
- ii. The Local Authority requires that the Association give prior approval of all building plans. No construction or installation may commence prior to full Association and Local Authority approvals.
- iii. A dwelling may only be occupied once the Local Authority has issued a Final Clearance Certificate (Occupation Certificate). The Building Committee must be advised that the building is completed and a copy of the Occupation Certificate must be provided. The building site will then be inspected by the Building Committee.

2. BUILDING GUIDELINES AND REGULATIONS

- i. Positioning of units. When positioning proposed buildings or structures on a site, consideration should be given to the neighbouring properties so that the maximum benefit is derived and the full potential of each property is realized. For this reason the comments of neighbours on proposed plans should form part of the submission for approval before the Building Committee.

- ii. When submitting building plans for approval, architects/drafts persons must certify that the total area of the footprint and total floor area of a dwelling unit conform to the building requirements set by Manorfields.
- iii. The coverage (footprint) of a dwelling shall not exceed 35 percent of each individual stand. (Coverage is total ground area covered by the building, including covered patios, gazebos, etc.)
- iv. At no time may the total ground area exceed a maximum of 250sq. m. and the upper floor a maximum of 150sq. m. i.e. a total floor area of 400sq. m. is permissible for a dwelling on a stand. In calculating the floor area there shall be no exclusions.
- v. Each dwelling is to be a single integrated dwelling.
- vi. Regarding the side space building line requirement (viz. that each residence is to have a minimum side space of two metres on one side and one metre on the other between building and boundary), in the case of a double storey unit or where the wall exceeds three metres in height, the space between boundary and building must be increased to permit proper scaffolding to be erected without encroaching on the neighbouring property (the building line includes the roof line).
- vii. Roof tiles – Double Roman; Colour – Chrome Green; Gutters – White.
- viii. Walls: face brick Roan Ravertine or Roan Sahn.
- ix. Plaster painted in Dulux 1Dry 83 (Peach Orchard), or Dulux 20yy 68/102 (Russian White), or Dulux 30yy 79/070 (Tusk-nisk), or Dulux 20yy 61/127 (Manilla Tan).
- x. Windows/doors: White cottage pane with plaster bands 150mm around windows and doors.
- xi. Garage Doors: Meranti varnished or white; fibre glass wood finish or white.
- xii. Balustrades are to be painted White or Forest Green. The design of balustrades must be approved by the Building Committee prior to installation. (There are four designs to choose from.)
- xiii. Courtyard gates/doors: White, Green, or Meranti.
- xiv. Driveways: Tarmac or paving brick to match road inserts.

3. ATTACHMENTS TO UNITS

- i. Nothing may be placed on or attached to a dwelling or any other structure, without the written approval of the Management Committee. The Management Committee may require a description and/or plan to fully define the request. (This item applies to air conditioning units, generators, solar heating panels, solar electric panels, satellite dishes, verandah blinds/awnings, etc.) Further requirements regarding electricity-generating equipment is contained in Section 4. Generating Equipment. If any equipment attached to a building has not been specified by the Management Committee or does not comply with the approval specification, the Management Committee has the right to demand its removal.
- ii. Fences: Only lateral fencing is permitted. It is to be 1.2 metres high and constructed of green painted slatted timbers. No variation is permitted. Fencing should not rest on garden beds or verges.
- iii. Our estate is not a smokeless zone. Therefore, coal or anthracite may be burned in fireplaces. If gas bottles are installed they must be suitably housed and concealed.
- iv. Washing lines: No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying yard or

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- other designated areas. Items of washing must not be visible from the roads and must be reasonably screened from the direct view of neighbours.
- v. Gazebos: Plans for gazebos must be approved prior to installation.
 - vi. Garden/Tool sheds: Free-standing sheds for tools or gardening equipment are prohibited.
 - vii. Dolls/play houses: Free-standing dolls' houses, children's play houses or jungle gyms in gardens require written permission from the Association prior to installation and such items shall only be allowed provided they are in keeping with the style and amenity of the estate and have no detrimental effects on the neighbours.
 - viii. Burglar guards: All burglar guards shall be placed on the inside of glazed areas and shall be of a pattern approved by the Building Committee and shall be painted to match the windows/doors.
 - ix. Awnings: Awnings are not in keeping with the theme of the estate. They will only be permitted if installed with the inner courtyards of individual units and out of sight of other units and the general public. Approval from the Management Committee is necessary before installation.
 - x. Radio aerials/flagpoles: No flags, flagpoles, or radio aerials on poles may be erected on private residential units on the estate. No relaxation of this rule will be allowed.
 - xi. TV satellite dishes: The positioning of satellite dishes and any external TV aerials must be authorized by the Management Committee prior to installation.
 - xii. The use of shade cloth is prohibited.

4. GENERATING EQUIPMENT

- Generators: Generators may be installed under the following conditions:
 - i. An application is made in writing to the Management Association building sub-committee listing full details of the generator and the proposed location.
 - ii. The noise output from the generator must be no more than 55dB as measured from a distance of 7m or from the closest property boundary, whichever is closer. Noise levels will be monitored by the Management Committee and the committee's ruling is final. Any generator that does not comply with the 55dB noise standard will need to be shut down or removed until the noise output is lowered to comply.
 - iii. If the generator does not have a sound attenuation weatherproof canopy it must be housed in a garage or custom built building to muffle the noise, and the exhaust pipe must be extended to the outside of the building. The position of the exhaust extension must not interfere with the neighbours.
 - iv. Generators must not be routinely operated between 1pm and 5am.
 - v. Fuel must be stored safely under lock and key.
 - vi. A certificate from a certified electrician must be provided for the installation.
 - vii. The conditions set by the Fire Officer must be complied with, as follows:
 - Generators must be kept in a separate room.
 - Exhaust fumes to be exhausted directly outside.
 - Generator must be fixed to the floor.
 - The room must be well ventilated.
 - A 4.5kg dry powder fire extinguisher must be mounted on the wall not higher than 1.2m off the floor.
- Solar Geysers: Solar geysers may be installed under the following conditions:

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- i. An application is made in writing to the Management Association building sub-committee listing the details of the solar geyser, including its location on the roof.
 - ii. Only the solar collector panel is allowed on the roof. The geyser must be inside the roof, and must not be visible from outside the house.
 - iii. The solar collector must be installed flat on the roof. Stands on the roof to present the collector to the sun at the best angle (being due north) are not allowed.
 - iv. The solar collector frames and any exposed pipes should be painted either black or roof green.
- When photovoltaic panels become an economic option, their installation will be governed by the same rules as solar geysers.

- **Inverters:** As inverters are an internal installation, no application is necessary to the Management Committee.

- **Wind Generators:** Currently, wind power generators are not a practical option for Manorfields residents, but installation will be allowed as follows:

- i. An application is made in writing to the Management Association building sub-committee listing full details of the generator and the proposed location.
- ii. It must not protrude higher than the roof of the house.
- iii. It must not be unsightly or exposed to the internal roadways of Manorfields.

5. GENERAL HOUSE MAINTENANCE

- i. The exterior of every freehold dwelling together with its fences, driveways, etc., must be continuously and at all times maintained by the owner in a clean, tidy, and properly repaired, painted, and kept condition.
- ii. Where in the opinion of the Association the condition of a dwelling is not up to the standards acceptable to the Association, the Association shall give written notices to the Owner to carry out the necessary improvement within a specified time. Should the Owner fail to carry out such work requested, the Association shall be entitled to arrange for that work to be done. The cost thereof will be to the account of the Owner, and shall be deemed to be part of the Levy due by the Owner.

6. CONTRACT WORK

- Contract work refers to contractors, sub-contractors, and suppliers who are responsible for the construction of all new buildings, extensions, structures, fences, and alterations to buildings and structures. The owner must adhere to the following:
- i. Submit a refundable, non-interest bearing deposit as determined by the Association to the Estate Manager prior to commencing with any work. This deposit is intended to cover any damage that may occur to the common property during the construction period. The owner will be liable for any excess should this final inspection by the Building Committee.
 - ii. Notify and provide proof to the Estate Manager when approval has been received from the Municipality and the date when construction will commence, and who the contractor's responsible person on site will be.
 - iii. Commence construction within 12 (twelve) months of the date of this notification, failing which a new application for approval will have to be submitted. This work should also be completed within 12 months of commencement.
 - iv. Ensure that the contractor adheres to all building, safety, and health regulations.

- v. Ensure that the contractor makes provision for a hygienic toilet and a screened off changing area on the site for his staff.
- vi. The building site is to be screened off using a minimum of 70 percent heavy gauge green shade cloth, which is to be maintained for the duration of construction activities.
- vii. The stockpiling of rubble and new building materials is to be contained on the owner's site and within the screened off area.
- viii. The site is to be maintained in a clean and orderly state.
- ix. The contractor, sub-contractor, and suppliers are to transport their staff to and from the security gate. Their staff are restricted to the owner's property during working hours, and are not allowed to walk around the estate. The Manorfields ID cards are to be worn at all times by their staff while on the estate.
- x. Construction work may not commence before 0700 and must cease by 1700, Mondays to Fridays. No deliveries or construction work may be carried out after these hours, nor over weekends and public holidays.
- xi. An exception will be made for "quiet trades" to enable residents to carry out routine-maintenance such as painting. Only one labourer will be permitted to assist the resident under this exception and no sub-contractors are to be involved. Should any complaints be received from residents due to noise or disruptions arising from weekend maintenance work, the resident concerned will be instructed to immediately stop his work.
- xii. The contractor, sub-contractor, and suppliers must adhere to the speed limit within the complex and may not park their vehicles on the verge and obstruct the road.

Amenities

1. CLUB HOUSE AREA

- i. The club house area provides a facility to residents for meetings, functions, and social gatherings, as well as a gymnasium, squash court, swimming pool, tennis court, and jungle gym.
 - ii. These facilities are for the exclusive use by homeowners and their guests. Any visitor must be accompanied by the homeowner hosting such a visitor.
 - iii. The parking area at the club house is reserved for temporary visitors only. If the parking is full, visitors must park outside the complex and not on the forecourt. No owner or resident shall park any vehicle in this parking area overnight without permission. Under no circumstances may trailers, caravans or boats be parked in this area.
- 2. CLUB HOUSE**
- i. Use of the club house is by prior arrangement with the Estate Manager. This does not include sole use of the other amenities.
 - ii. Booking of the club house must be confirmed with the Estate Manager with at least seven days prior notice. The club house will not be available to residents for private parties over public holidays. A usage fee, as determined from time to time, is payable. In addition a deposit is required which is refundable if no damages/breakages/penalties are incurred.
 - iii. Any person using the facility is responsible for leaving it in a clean and tidy condition.

3. SWIMMING POOL

- i. Swimming will be allowed between the hours 0700 and 2200 daily.
- ii. Children under the age of 10 years once within the swimming pool enclosure must be continuously accompanied by a responsible adult.
- iii. All users of the swimming pool must ensure that the gates to the pool area are properly closed/secured for the safety of children.
- iv. Pets are not allowed around the poolside or in the pool.
- v. Radios and music players used at the poolside should only be at very soft and muted volumes.
- vi. The use of the pool must be in such a way as not to create a nuisance or disturbance to other users and/or to residents living in close proximity.
- vii. Surfboards and ball games are not permitted in the pool area.
- viii. Glass bottles, glass tumblers, or glass containers are not permitted in the swimming pool enclosure.
- ix. Residents are not to interfere with pool cleaning equipment, pump, piping, etc.
- x. Due consideration should be shown to others using the swimming pool.

4. SQUASH COURT

The use of the squash court is governed by a weekly booking schedule available at the guardhouse. The timesheet will provide for one-hour bookings to avoid congestion and to ensure fair allocation to all residents who wish to use the facility. Persons using the squash court shall ensure that the correct shoes with non-marking soles are worn to avoid damage to the special flooring. Failure to do so will result in penalties being imposed. Children under the age of 10 must be accompanied by an adult.

5. TENNIS COURT

The use of the court is governed by a weekly booking schedule available at the guardhouse. The timesheet will provide for bookings to avoid congestion and to ensure fair allocation to all residents who wish to use the facility.

- i. Children under the age of 10 must be accompanied by an adult.
- ii. Only tennis shoes must be worn on the tennis court.
- iii. Pets are not allowed on the court.
- iv. The court must be used in such a way as not to create a nuisance or disturbance to residents living in close proximity.
- v. No activities other than tennis are allowed on the court.

6. GYMNASIUM

- i. The key to the gymnasium is available from the guards at the guardhouse.
- ii. Booking for the use of the gymnasium may be done through the guards at the guardhouse.
- iii. Children under the age of 14 must be accompanied by an adult when using this facility.

7. DISCLAIMER OF RESPONSIBILITY

The Association shall not be liable for any injury to any person, damage to or loss of any property to whosoever it may belong occurring or suffered, upon the estate regardless of the cause thereof, nor shall the Association be responsible for any theft of property occurring on the estate. Members shall not have any claim or right of

action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount by them.

Vehicles

1. USE OF ROADS

Roads are for the use of all, whether on foot, on cycle, or in a vehicle. This places an extra responsibility and awareness on all who use these roads.

- i. The speed limit throughout the estate is 20kph. This limit must be strictly observed as pedestrians and children use the roadways in the absence of pavements.
- ii. Pedestrians must be given the right of way on roads with the estate.
- iii. No person shall operate a vehicle within the estate unless he/she is the holder of a valid driver's licence. Vehicles and cycles may be operated only on roads and driveways. Vehicles should be driven in such a manner as to cause the least possible noise.
- iv. Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or to property within the estate is prohibited.
- v. No vehicle may be washed in the common property area and no fire hydrants shall be used for this purpose.
- vi. No recreation shall take place on the road areas and more specifically no skate boards or similar equipment shall be used on the roadways.
- vii. Major repairs to and reconditioning of vehicles on the estate are not permitted.

2. PARKING

Parking must be in designated parking areas. Cars may be parked on grass verges for short periods and must not encroach on to the road. The visitors' parking area at the club house is reserved for temporary visitors only. No one shall park in the visitors' area overnight without permission.

3. CARAVANS, BOATS, AND TRAILERS

Caravans and boats must be parked on the owner's property with the approval of the Management Committee and should be covered, preferably with a light-coloured cover. No parking of such vehicles is permitted in the visitors' carpark.

General

1. USE AND OCCUPATION OF A DWELLING

- i. A dwelling may be used for residential purposes only, i.e., no trading whatsoever will be allowed, nor will any business operation which necessitates staff and/or clients visiting the dwelling/accessing the estate to the detriment of security and parking, and/or causing a nuisance or irritation to nearby residents be permitted. A home business may only be conducted with the special approval of the Association. Such approval must be renewed each calendar year.

- ii. The maximum number of persons allowed to reside at one time in one dwelling shall not exceed the number of legitimate bedrooms in the dwelling multiplied by two.
- iii. When letting a unit (restricted to one lessee per unit) the owner must inform the lessees of the rules of the estate. Owners must also inform the Association when leasing their unit. Any contravention of the rules by any lessee shall be deemed to be a contravention by the owner.
- iv. Sub-letting of part of a unit is restricted to one lessee only and for a maximum of two people. The lessee must also be informed of the estate rules. Owners must also inform the Association of the sub-letting. Any contravention of the rules by any lessee shall be deemed to be a contravention by the owner.
- v. Residents having visitors staying for an extended period must inform Management of the length of stay of their visitors so that appropriate arrangements may be made for their access to the estate.
- vi. The owner rests on each owner, and it will be expected of each owner, to see that his building and grounds are free of any pests whatsoever.

2. REFUSE AND REFUSE SERVICES

- i. The Outer West Local Council is responsible for domestic and garden refuse removal. Only bags with the DSW logo may be used. These bags are obtainable from the Estate Manager or the local supermarkets. All refuse is to be placed in these bags and put out on the verge for collection at times specified to homeowners from time to time.
- ii. Where refuse is of such a size or nature that it cannot be removed by the normal services, the owner shall make special arrangements with the local authority or a private contractor and all costs thereof shall be for the owner's account.
- iii. No resident shall dump, throw or leave any rubbish whatsoever, including garden refuse, on any common property or private sub-division.
- iv. The disposal of any animal carcass shall be the responsibility of the owner. No domestic animal carcass/remains may be buried on the estate.

3. SECURITY

- i. Manorfields is currently contracted to an outside security company. All matters concerning security must be directed through the guards at the main gate. The security company will deal with security emergencies, visitors' access, and notification of pending visitors, and/or service providers, and after-hour breakdowns.
- ii. For security to be maintained to the highest level possible, the co-operation of every resident is absolutely essential. All are required to comply strictly with all times. Residents should report to security any suspicious or unlawful occurrences immediately they are seen or perceived.
- iii. Contract workers and casual labour are not permitted to wander around the estate.
- iv. Only residents and vehicles displaying the appropriate disc, will be exempt from being signed in when entering the estate.
- v. Whenever possible, residents should notify security in advance of expected visitors. When visitors arrive unannounced, the guards are under instruction to

- vi. telephone the resident being visited in order to seek permission to allow the visitors access to the estate. If the resident is unavailable, the visitor will not be allowed in.
- vii. All visitors are required to report to the security checkpoint and once permissions has been obtained the guard will record their time of entrance and vehicle registration number.
- viii. When owners are away from their houses for more than 48 hours, they are encouraged to notify security of their dates of departure and return so that their property may be put under surveillance.
- ix. Abuse of guards is strictly prohibited. Furthermore, residents must assist guards in carrying out their duties and do nothing to undermine their authority.
- x. Children are not allowed in the gatehouse at any time.

4. GARDEN MAINTENANCE

- i. The common property and gardens are maintained by the Management through contracts and by the Association's own labour force. This cost is included in the levy.
- ii. A grass cutting service to individual units is provided and the cost of this service is covered by the levy.
- iii. Trees may not be cut down or removed without permission from the Management. Homeowners are encouraged to plant indigenous trees and plants.
- iv. Where in the opinion of the Garden Committee the condition of a garden is not up to the required standards of the estate, the Association shall give written notice to the owner to carry out the necessary improvements within a specified time. Should the owner fail to do so the Garden Committee will arrange for the work to be done and it will be to the account of the owner, which amount shall be deemed to be part of the levy due by the owner.

5. PETS

- i. Local authority bylaws relating to pets must be complied with (i.e. rabies inoculations, etc.).
- ii. Under no circumstances may more than two pets be permitted per household.
- iii. Prior to bringing a pet on to the estate, and when a pet is replaced, the following conditions must be met:
 - a) Written permission must be obtained from the Association.
 - b) All bitches must be spayed and tomcats neutered.
 - c) A veterinary certificate of compliance must be produced.
- iv. At its discretion, the Management Committee can withdraw permission for a resident to have a particular pet. The right to keep pets does not automatically get passed on to a new owner or occupant. A new application will be required. Dogs and cats must at all times wear a collar with a name tag indicating the owner's name and telephone number. The cat's collar must include a bell.
- v. Dogs must be kept in an adequately contained area within the owner's property and when outside the owner's property must at all times be on a leash and under the control of a responsible person.
- vi. Fouling by pets of property belonging to the estate, or to other owners must be removed immediately by the responsible owner. For this purpose owners are

advised to carry a scoop or plastic bags when walking their pets outside their own property.

- vii. Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, meowing, squawking, etc., and no pet may be left alone in a unit for an extended period of more than a few hours.
- viii. Pets may not be left overnight unattended in a residence. Either a house-sitter/friend must be engaged or the pets must be taken to a kennel off the estate.
- ix. Pigeons, poultry, peacocks, wild animals, snakes, reptiles, etc., are not allowed to be kept on the estate. Avianies are not permitted.
- x. Any animal, bird, or reptile being on the estate in contravention of these rules shall be removed forthwith on notice from the Association.
- xi. Horse riding on the estate is not permitted and no horse may be brought on to the estate. (This rule shall not apply to the use of horses by an appointed security company, should it be decided necessary to accomplish security duties.)

6. ADVERTISING

- i. Signs giving the name of builders, sub-contractors, garden installers, etc., will only be permitted during the respective construction period and should be removed when the final certificate is issued or the work completed.
- ii. No private, religious, or commercial advertising notices or brochures are permitted to be distributed on the estate except with the special permission of the Association.
- iii. Any form of public auction, or sale on any property within the estate can only take place with the prior permission of the Association.

7. DOMESTIC EMPLOYEES

- i. For the purpose of these rules, Domestic Employees shall be defined as any "assistant" paid by a resident to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking or gardening, etc.
- ii. Live-in domestic employees will only be permitted where the respective owners have approved accommodation and ablutions for the sole use of the employee.
- iii. Domestic employees are not permitted to bring their children with them to work.
- iv. Domestic employees are only allowed visitors within the complex if the employer has granted permission and personally informed the security guards of such visitors.
- v. Every domestic employee, prior to be engaged to work in the estate, must be registered by the employer with security and issued with an identity card. When a domestic employee is discharged, the owner must immediately inform security.

8. SALE OF PROPERTIES

- v. For security reasons any property on sale in the estate is restricted to View by Appointment only. No "show houses" are permitted.
To minimize the inconvenience to other residents when estate agents and potential buyers come to view a property, the seller must comply with the following guidelines:
 - i. Immediately advise the Estate Manager once the decision has been made to sell the property.
 - ii. Inform security on each occasion of the date and time that an estate agent will be visiting the property with a client.

iii. Ensure that an the estate agent is aware of the guidelines (a copy of which can be obtained from the Estate Manager) which they must adhere to when bringing a potential buyer to view the property.

- iv. Ensure that the following two clauses are included in the sale agreement:
 - The purchaser acknowledges that it is obligatory to become a member of the "Manorfields Country Estate Management Association".
 - The purchaser understands and agrees to abide by the rules of the Association as set out in the "Handbook for Residents" and circulars that cover rules that have been amended.
- v. Ensure that the purchaser is aware of the obligatory non-refundable contribution (as set by Management from time to time) to the stabilization fund in terms of the Estate's Articles of Association, and also the monthly levy payment.
- vi. Prospective buyers may drive around the estate, but must be accompanied by the seller or the agent.
- vii. The owner is responsible for the conduct on the estate of the estate agent and clients viewing the property.

ON SUCCESSFUL SALE OF A PROPERTY OR RENTING IT OUT:

- I. In the event of the purchaser taking occupation prior to the transfer date or someone renting the property the seller must inform the Estate Manager and security of the date of occupation and the name of the responsible person moving in.
- II. The Estate Manager will provide the new occupant with a questionnaire to enable the Management Committee to update the database for Manorfildes with details of domestic workers, vehicles, pets, etc.
- III. When moving out of the estate, vehicle security discs must be handed in to security and unused DSW black bags left behind for the new occupants.

9. MISCELLANEOUS

- i. The lighting of fires in any open space on the estate is prohibited unless for the express purpose of braising at an authorized function or at an ordinary residential activity, and provided the braid is in a proper receptacle/burner specifically built for that purpose.
- ii. The lighting or letting off of fireworks within the estate is strictly prohibited at all times.
- iii. Disturbing, harming, or destroying any wild animal or bird on the estate is prohibited.
- iv. Disturbing, collecting, or destroying plants is prohibited except by authorization by the Association.
- v. Littering or discarding any item whatsoever on the estate is prohibited.
- vi. Pollution of the dam is prohibited. No paddling, swimming, or fishing is allowed in the dam.
- vii. No animal, bird, or reptile may be slaughtered within the estate, neither may any meat, skin, fish, or carcass be hung up to dry or to cure within the estate.
- viii. Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.
- ix. No resident or visitor may be housed in a caravan or tent within the estate.

Failure to Comply with the Rules

Any existing practice in conflict with these rules shall forthwith cease unless resolved as follows: When a specific conflict arises between a new and existing practice of long standing and an owner legitimately feels aggrieved thereby, the Association may be approached requesting that a concession be made. Any decision resulting from such consideration shall be entirely at the Association's discretion and shall be binding on all parties.

Any contravention of the rules by any person who gains access to the estate under the authorization of a member shall be deemed to be a contravention by the member.

Failure by an owner to comply with any provision of any rule may result in:

- A call for an explanation and/or apology and/or a reprimand and a request to comply
- The imposition of a fine (which shall be deemed to be part of the levy due by the owner) And/or
- The withdrawal of any previously given consent applicable to the particular matter And/or
- An order to pay any damages resulting from non-compliance with any rule And/or
- An application to the Courts for the enforcement of the rule(s).

The actions to be taken and the penalties to be imposed for the breaches of contraventions of the rules shall be entirely at the discretion of the Association, who shall take due regard of the nature, circumstances, and severity of each misdemeanour, breach, or non-compliance.

As a guide only, the amount of the fines which might be imposed will, at the Association's discretion, vary broadly between the following general scale:

Offence	Penalty Rand per incident
Breach of rules without malice aforethought or premeditated intent or due consideration	200 - 500
Second offence, non-compliance	500 - 1,000
Blatant disregard of rules or of legitimate instructions	1,000 - 4,000

The amount of the fines is subject to amendment by the Association at its discretion.

Any dispute or difference arising out of the applications of these by-laws and regulations will be decided by an arbitrator appointed by the Managing Agent.