

**THE ESTATE RULES OF
COPPERLEAF COUNTRY ESTATE HOMEOWNERS ASSOCIATION NPC ADOPTED ON THE ANNUAL
GENERAL MEETING HELD ON 31 JANUARY 2023**

TABLE OF CONTENT	PAGE
1. INTRODUCTION	2
2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS	2
3. FINANCES / LEVIES	3
4. DOMESTIC REFUSE	4
5. DOMESTIC ANIMALS	4
6. TRAFFIC/PEDESTRIANS	5
7. OPEN SPACE AND ENVIRONMENTAL CONTROL	8
8. DAMS AND WATER FEATURES	9
9. ACCESS TO THE GOLF COURSE	10
10. USE OF GOLF CARTS	10
11. LETTING, RENTAL AND OCCUPATION BY MEMBER'S GUEST OF PROPERTIES	11
12. CONDUCT AT COPPERLEAF COUNTRY ESTATE	13
13. COMMERCIAL ACTIVITY	14
14. FINES AND PENALTIES	14
15. MISCELLANEOUS REGULATIONS	15
16. FINE SCHEDULE	16

1. INTRODUCTION

COPPERLEAF COUNTRY ESTATE has been designed to provide a gracious and secure lifestyle for its residents and for members of the golf club. To protect and enhance this lifestyle, Estate Rules have been established in terms of the Memorandum of Incorporation of the Association. The Estate Rules are binding on all persons resident at or visiting COPPERLEAF COUNTRY ESTATE, and shall be administered by the directors. The registered owners of erven are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons, service providers and suppliers, are aware of, and abide by the Estate Rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees. The Estate Rules may be modified, amended or repealed from time to time, subject to the procedure laid down in the Memorandum of Incorporation, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the COPPERLEAF COUNTRY ESTATE Home Owners Association.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

- 2.1 In these Estate Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Memorandum of Incorporation of the Association shall bear the same meaning in these Estate Rules as in the Memorandum of Incorporation. Unless the context otherwise requires, any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender shall include the other gender as well as juristic persons. In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:
- 2.1.1 The “**Association**” means the COPPERLEAF COUNTRY ESTATE Home Owners Association..
- 2.1.2 The “**common property**” those portions of the Estate which are not subject to the exclusive right of use by any Member including the Golf Course, walk-ways, parks, trails, green belts among others.
- 2.1.3 “**COPPERLEAF COUNTRY ESTATE**” means the township established on on part of Portion 332 of the Farm Knoppieslaagte 385-JR, located in the Centurion area of the Tshwane Metropolitan Municipality.;
- 2.1.4 The “**golf course**” means ervens 802, 807, 863, 704, 1245 and 1246;

- 2.1.5 “**member**” means every person or legal entity who are from time to time registered owners of an Erf in the Estate, and “**Membership**” shall be construed accordingly;
- 2.1.6 “**directors**” means a director of the HOA from time to time;
- 2.1.7 “**Resident**” means a person who permanently resides within COPPERLEAF COUNTRY ESTATE , whether or not that person is a Member;
- 2.1.8 “**Rules**” means these conduct rules;
- 2.1.9 “**vehicle**” means any form of conveyance, propelled, or whether drawn by machine, self, animal or human agency;
- 2.1.10 “**Visitor**” means any person entering upon COPPERLEAF COUNTRY ESTATE by invitation from a Member or a Resident, whether as a guest, contractor or other invitee.
- 2.2 In the event of any breach of the Estate Rules by the Members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Board may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.
- 2.3 Where there is a conflict between the Estate Rules and the Memorandum of Incorporation of the Association, the Memorandum of Incorporation of the Association shall prevail.

3. FINANCES / LEVIES

- 3.1 All levies owing to the Association are payable monthly in advance by not later than the seventh day of every month.
- 3.2 Levies that are not paid promptly on due date for payment will bear interest at 3 (three) percentage points above the prime rate of interest from time to time charged by the Association's bankers to its major corporate clients in respect of overdraft advances.
- 3.3 Members shall not be entitled to withhold payment of levies payable to the Association for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Association to provide any services) and shall not be entitled to apply set-off, deduction or withholding of any nature whatsoever.
- 3.4 Levy invoices shall include and not limited to penalty fines, conduct transgression fines, damages to infrastructure and other payments due to the association.

- 3.5. As part of the debt collection process, all properties, including those which are currently under construction, where the owner of the erf is in arrears with their levy account to the Association, must have the personal access restricted by removing biometric access and deferring to the visitor access control procedures via the visitor management system. Further, all contractors and their sub-contractors will be denied access to COPPERLEAF COUNTRY ESTATE until such time that the owner has settled their levy account in full with the Association. This restriction is put in place for any account that is 60 days in arrears or more than Ten Thousand Rand (R10,000.00) owing to the Association.
- 3.6. Members whose levy accounts are in arrears, may at the sole discretion of the Association, enter into a repayment arrangement agreed upon by the Association with a signed payment plan and acknowledgement of debt.
- 3.7. Non-payment of levies by Members will result in Members being blacklisted with the ITC Credit Bureau and further legal steps taken by the Association to recover the money owed to the Association.

4. DOMESTIC REFUSE

- 4.1 The domestic refuse removal service if carried out by the local municipality. Each erf owner within COPPERLEAF COUNTRY ESTATE shall have a valid contract with the local municipality and the bin should clearly indicate the name of the local municipality:
- 4.1.1 The Association may give directions in regard to the placing of refuse for collection.
- 4.2 All refuse, whether domestic or garden must be kept in a wheelie style bin, which must be placed out of sight of both road and golf course, except when put out for collection.
- 4.3 Where any item of refuse is such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed of.

5. DOMESTIC ANIMALS

- 5.1 Unless confirmed otherwise in writing by the Association, domestic animals shall be limited to two dogs and two cats per erf.
- 5.2 Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the member's erf.
- 5.3 Members are required to tag their animals with the member's telephone and erf number.

- 5.4 In the event of any domestic animal being introduced into COPPERLEAF COUNTRY ESTATE by member guests without the prior written permission from the Association, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from COPPERLEAF COUNTRY ESTATE and recover any costs from the member concerned without prejudice to its rights to recover any penalty imposed.
- 5.5 Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from COPPERLEAF COUNTRY ESTATE and recover any costs from the member concerned without prejudice to its rights to recover any penalty imposed.
- 5.6 No dog shall be allowed off a member's erf unless said dog is under strict control and on a leash. A fine shall be imposed on the member who is responsible for the dog that is not on a leash. Any dog found on COPPERLEAF COUNTRY ESTATE that is not under its owner's strict control and on a leash, shall be kept at the security main gate and shall only be released to the owner upon payment of the relevant fine. If the dog is not collected within five working days, the dog will be handed over to relevant authorities within the local municipality.
- 5.7 All members who's domestic animals have caused damaged to the common property and/or created a mess and/or defecated on the common property are responsible for the immediate repair of such damage and/or removal of such mess.
- 5.8 No permanent outside aviaries are permitted on COPPERLEAF COUNTRY ESTATE.
- 5.9 No other animals are permitted other than those specified in clause 5.1. Resident's shall not be permitted to keep any wild or dangerous animal, reptile or bird without the written consent of the board. The board shall determine the conditions from time to time under which such animals, reptiles or birds may be kept.

6. TRAFFIC/PEDESTRIANS

- 6.1 No vehicles shall enter or leave COPPERLEAF COUNTRY ESTATE at any point other than at the entrance gates, except with the consent of the Association, which consent will only be given in special circumstances. Non-members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Memorandum of Incorporation of COPPERLEAF COUNTRY ESTATE.
- 6.2 All vehicles entering COPPERLEAF COUNTRY ESTATE shall stop at the vehicle entrance.

- 6.3 No vehicle shall enter COPPERLEAF COUNTRY ESTATE unless admitted by the guard on duty at the gate, except where the Association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself.
- 6.4 No member shall permit the use of such device for operating the vehicle entrance gate by any person save a member of his household, or the guests or lessees of the member.
- 6.5 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of COPPERLEAF COUNTRY ESTATE.
- 6.6 All members and tenants are required to use the applicable approved access and exit control system (Visitor Management System). Entry to COPPERLEAF COUNTRY ESTATE will be refused if the access and exit control system process (including the Visitor Management Systems) cannot be concluded to the standard required by the board.
- 6.7 Heavy deliveries (being vehicles having a gross weight in excess of 10 tonnes) are not permitted without the consent of the directors for the time being of the Association.
- 6.8 Motorised vehicles, including golf carts, shall be driven on COPPERLEAF COUNTRY ESTATE roads only by persons who hold a valid current driver's license which would permit them to drive that vehicle on a public road within South Africa.
- 6.9 All privately owned golf carts should be registered with Association in accordance with clause 10 of these Rules.
- 6.10 No personal shall drive any vehicle on any road within COPPERLEAF COUNTRY ESTATE at a speed higher than **40 km/h**. A lower speed limit may be imposed by the board where appropriate.
- 6.11 Speed across COPPERLEAF COUNTRY ESTATE will be monitored by speed cameras and all transgressors will be fined. In the even where speeding fines are recorded against guests and/or tenants of members, such members are responsible for the payment of such fines.
- 6.12 Pedestrians, animals, birds and wild life shall have the right of way at all times within COPPERLEAF COUNTRY ESTATE and vehicles shall be brought to a stop whenever necessary.
- 6.13 The Association may, by means of appropriate signage designed specifically for COPPERLEAF COUNTRY ESTATE, give direction as to the use of roads or any portion of the roads and common property and failure by any person to obey this signage shall be a contravention of these Estate Rules.
- 6.14 All persons on COPPERLEAF COUNTRY ESTATE shall observe and comply with the provisions of any road traffic legislation applicable to the Gauteng Province as fully and effectively as though COPPERLEAF COUNTRY ESTATE's roads are public roads as defined in such legislation.

- 6.15 Subject to the provisions of clause 6 and clause 10 below, vehicles, such as motorised ride-on mowers, "carry-all" carts for the development of COPPERLEAF COUNTRY ESTATE, as well as motorised golf carts, may be driven on COPPERLEAF COUNTRY ESTATE's roads, provided:
- 6.15.1 the vehicles are in sound mechanical condition;
- 6.15.2 the vehicles have adequate front and rear lights when driven after dark; and
- 6.15.3 the provisions of clause 6.8 is observed.
- 6.16 No person shall store any motor vehicle, golf cart, caravan, boat or the like in any place on COPPERLEAF COUNTRY ESTATE except in a structure built for this purpose approved in writing by the Association. No motor vehicle, golf cart, caravan, boat or the like shall be left overnight on any road.
- 6.17 No helicopters or any means of aerial conveyance may be landed at any place on COPPERLEAF COUNTRY ESTATE without the authority of the directors of the Association.
- 6.18 No vehicle may at any time block the throughfare of other vehicles on any road.
- 6.19 Vehicles shall be parked in designed parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any erf boundary.
- 6.20 No accident damage vehicles will be allowed to be parked in driveways, gardens, any public spaces, common property or kerb side for longer than 24 hours.
- 6.21 All license disks and drivers' licenses of entrants via the visitors gate will be checked by security upon entry and exit to COPPERLEAF COUNTRY ESTATE, in line with the existing policy in place. Should the aforementioned documentation not be valid, entry into COPPERLEAF COUNTRY ESTATE will be denied via vehicle and the visitor will be required to park the vehicle outside COPPERLEAF COUNTRY ESTATE and proceed on foot.
- 6.22 The gate pass / movement form, which is available at the Association office, will be required for completion by members, residents of such member's household, employees, tenants, invitees and guests, or by resident's of such member's tenant's household, employees, guests and invitees. When large movable property (such as furniture) is required to be moved out of COPPERLEAF COUNTRY ESTATE. No person mentioned in clause 6.22 may remove large movable property (such as furniture) without a gate pass/ movement form that has been signed by such person, the Security Manager and General Manager.

7. OPEN SPACE AND ENVIRONMENTAL CONTROL

- 7.1 The Association shall have the right to control the environment, which shall include but not be limited to the vegetation on the erven and common property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.
- 7.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of COPPERLEAF COUNTRY ESTATE, or unreasonably interfere with the use and enjoyment of the common property and the golf course by others.
- 7.3 No person shall discard any litter or any item of any nature whatsoever in COPPERLEAF COUNTRY ESTATE, except in receptacles set aside for this purpose by the Association.
- 7.4 No camping and or picnicking shall be permitted on common property except at any place set aside for the purpose and designated as such by the Association.
- 7.5 No fire shall be lit at COPPERLEAF COUNTRY ESTATE on the common property, except in such places as may be designated for the purpose by the Association. Fires lit on private erven may only be done so in an approved and properly constructed fireplace or braai.
- 7.6 No person shall do any gardening or landscaping on the common property or golf course without the express written agreement of the Association in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the Association to do so, pick or plant any flowers or plants on the common property or golf course.
- 7.7 Subject to any environmental or planning waw or regulation made in terms of such laws, the Association shall be entitled to prohibit access to any part of the common property in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 7.8 The driving of motorised vehicles in the common property is confined to roads and driveways. Only golf carts and maintenance vehicles may be driven on the golf course.
- 7.9 No person shall discharge a firearm, air rifle, crossbow, or any similar weapon anywhere on COPPERLEAF COUNTRY ESTATE except in self-defence, nor publicly display any such weapons.
- 7.10 Hunting is prohibited on COPPERLEAF COUNTRY ESTATE and the trapping of birds and animals and setting of snares are specifically prohibited.
- 7.11 No part of the common property or golf course may be paved except for the portion of one driveway and one pedestrian crossing per erf which lies between the member's erf and the road. The portion of the driveway may be paved according to the requirements of the Architectural and Development Rules valid at the time.

- 7.12 Members are required to keep the exterior of their dwellings in a good state of appearance and their erven tidy. Should a dwelling fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such member to rectify the situation, detailing what remedies are required and give the member a reasonable period for commencement and completion. If the member fails to comply with the Association's requirements within the stipulated period, the members shall be in breach of the Estate Rules and the Association may proceed in terms of clause 14 of these Estate Rules.
- 7.13 All owners or erven, members of their households, tenants, visitors, invitees and all their employees, which includes tradespersons and suppliers, shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of COPPERLEAF COUNTRY ESTATE.

8. DAMS AND WATER FEATURES

- 8.1 No person shall launch any boat or craft of any description or anything of a similar nature, powered by a motor or not, on any dam at COPPERLEAF COUNTRY ESTATE.
- 8.2 No water sport is permitted on dams at COPPERLEAF COUNTRY ESTATE and no person shall enter any dam within COPPERLEAF COUNTRY ESTATE without the written permission of the Association or, in the case of retrieving of golf balls, the golf club.
- 8.3 No domestic animal shall be allowed to enter any dam.
- 8.4 No person shall pollute or permit the pollution of the dams or streams within COPPERLEAF COUNTRY ESTATE by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.
- 8.5 No person shall discard any litter or any article or any nature whatsoever in the dams and streams of COPPERLEAF COUNTRY ESTATE.
- 8.6 Fishing is permitted at COPPERLEAF COUNTRY ESTATE subject to the prior written consent of the Association and subject to the terms and conditions (fishing rules) as imposed by the Association.
- 8.6.1 Fishing may only take place on the non-golf course side of the dams and must not interfere with golfers or golf course management.
- 8.6.2 Fish may not be removed from the dam and all fish caught must be released back into the same dam from which the fish was caught.
- 8.7 Any person conducting activities around the dams do so at their own risk.

- 8.8 The drilling of boreholes in individual erf is prohibited, subject to application and approval by the HOA, provided that all municipal bylaws (City of Tshwane), relevant regulatory authorities applicable compliances, such as geotechnical have been conducted and does not pose any risk to the environment and the estate stability structures

9. ACCESS TO THE GOLF COURSE

- 9.1 Any access to the golf course during normal playing hours (as may be determined in the Articles of Association of the golf club and the Memorandum of Incorporation) shall be exercised strictly in accordance with the Articles of Association of the golf club and the Memorandum of Incorporation.
- 9.2 No one shall play golf on the golf course without due compliance with the provisions contained in the Articles of Association, the Memorandum of Incorporation and Rules of the golf club.
- 9.3 No person may and no domestic animal shall be allowed to walk on any green, tee or bunker on the golf course unless playing golf.

10. USE OF GOLF CARTS

- 10.1 Specification of golf carts:
- 10.1.1 golf carts shall be electrically operated and in a colour permitted by the board (colour specification available from the Association office).
- 10.1.2 golf carts shall be equipped with pneumatic tyres designed for golf course usage. Knobbly tyres or tyres emitting high noise levels shall not be permitted.
- 10.1.3 all golf carts shall conform to section 6.15.2 and at least one sand bottle.
- 10.1.4 golf carts are to be kept clean and in good working order. The directors reserve the right to prevent damaged and/or carts in poor condition from operating within the COPPERLEAF COUNTRY ESTATE.
- 10.2 **Operation of golf carts:**
- 10.2.1 golf carts shall be operated by persons 18 years of age or older with a valid license.
- 10.2.2 the number of persons occupying a golf cart shall not exceed the manufacturer's recommendations (2 in respect of a 2-seater and 4 in respect of a 4-seater).
- 10.2.3 the practice of standing on the rear of a golf cart is strictly prohibited.

- 10.2.4 golf carts shall be operated only on COPPERLEAF COUNTRY ESTATE roads, golf course car paths and fairways. No carts are permitted to be driven in the rough.
- 10.2.5 at all times pedestrians shall have the right of way and golf carts shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 10.2.6 golf carts shall adhere to any signage of a temporary or permanent nature as may be in evidence in COPPERLEAF COUNTRY ESTATE.
- 10.2.7 the golf cart operator/owner is to ensure that the vehicle is fully charged prior to use and in so doing prevent the cart from depleting its charge during use.
- 10.3 Registration of golf carts:
- 10.3.1 members will be liable for an annual trail fee to cover the cost of maintaining golf cart paths and roadways.
- 10.3.2 use of golf carts is only permitted with a valid annual trail fee license.
- 10.3.3 members will be required to enter into an agreement with the Association, agreeing to the terms and conditions as contained herein as well as indemnifying the Association and golf club in the event of damage or injury.
- 10.3.4 in the event that a member's/homeowner's golf cart is utilised by a friend or guest or family member, it is the member's/homeowner's responsibility to ensure that such person is acquainted with, and adhere to, the rules and regulations as contained herein.
- 10.4 Storage of golf carts:
- 10.4.1 golf carts are to be stored on the homeowner's erf in a storage facility specifically designed for the purpose.
- 10.4.2 storage of golf carts on roads, pathways and/or gardens is strictly forbidden.
- 10.4.3 the Association may provide storage for privately owned carts at some point in the future and in this regard a monthly storage fee will be levied.

11. LETTING, RENTAL AND OCCUPATION BY MEMBER'S GUEST OF PROPERTIES

- 11.1 The following rules, read with clause 2.2 above, shall apply to the letting and resale of erven:
- 11.1.1 Only an estate or property agent accredited with the EAAB or appropriate regulatory body may be employed in the sale or letting of any erf at COPPERLEAF COUNTRY ESTATE.

- 11.1.2 Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever and they must personally accompany prospective buyers or tenants onto the erf.
- 11.2 An agent will be registered with the Association only after signing an agreement with the Association that such agent shall abide by stipulated procedures applicable to the sale or letting of erven on COPPERLEAF COUNTRY ESTATE, and in particular will make any purchaser aware of the Estate Rules, Architectural and Development Guidelines, Memorandum of Incorporation, building deadlines and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time to ensure compliance with the matters envisaged in this clause 11.2.
- 11.3 Tenants to whom properties are let or leased are obliged to abide by all of the Conduct Rules, regulations and requirements of the Memorandum of Incorporation at COPPERLEAF COUNTRY ESTATE. The agent who is letting an erf is obliged to supply the tenants with copies of the Memorandum of Incorporation and Estate Rules.
- 11.4 Where the member himself sells or lets his erf, the provisions of clause 11 will apply to him.
- 11.5 Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the member's erf in the absence of the member. This may be done in writing or by telephoning the office of the Association and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association within one working day of arrival, and to sign a declaration that they are acquainted with the Estate Rules and Memorandum on Incorporation of COPPERLEAF COUNTRY ESTATE and agree to abide by them.
- 11.6 The Association shall be entitled to refuse its consent to sell, alienate or give transfer or any erf or to approve any building plan for as long as any member is in breach of any provision of the Estate Rules.
- 11.7 All prospective homeowners, residents, tenants or contractors to COPPERLEAF COUNTRY ESTATE will require approval from the Board of Directors in place from time to time prior to their initial entry to COPPERLEAF COUNTRY ESTATE. Criminal and financial background checks will be conducted on all prospective home owners, residents, tenants and contractors to the Estate in the interest of the general safety.
- 11.8 Any lease agreement in respect of an erf in the estate must include an acknowledgement by the lessee to the effect that the lessee acknowledges that he/she has acquainted himself/herself with the contents of the MOI and all rules and regulations in respect of COPPERLEAF COUNTRY ESTATE and agrees to be bound thereby.

12. CONDUCT AT COPPERLEAF COUNTRY ESTATE

- 12.1 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 other area designed for such purpose. Washing lines, twirly dryers, etcetera must be below the level of the yard walls.
- 12.2 The lighting of fireworks is not permitted at COPPERLEAF COUNTRY ESTATE.
- 12.3 No unauthorised persons are allowed onto building sites under construction.
- 12.4 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons. In particular:
- 12.4.1 Burglar alarms must comply with any regulations which the Association may institute from time to time. Members are encouraged to sign up with the COPPERLEAF COUNTRY ESTATE alarm monitoring and armed response system.
- 12.4.2 All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 12.4.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation or any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited after 13h00 on the following days: Sundays, New Year's day, Easter, Christmas and Family Day [26 December]. All building work, whether undertaken by a contractor or by the home owner, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given by the Association.
- 12.4.4 All undue noise must cease between 22h00 and 06h30.
- 12.5 In order to maintain the low-density residential nature of COPPERLEAF COUNTRY ESTATE, no member or tenant shall accommodate or allow to be accommodates more than two persons per bedroom.
- 12.6 Members must ensure that their children and children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or driver at COPPERLEAF COUNTRY ESTATE. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.
- 12.7 Whenever the Association receives a written complaint from a member relating to the behaviour of any persons at COPPERLEAF COUNTRY ESTATE, The Association shall investigate appropriately and take any steps required within the scope of the Estate Rules and the Memorandum of Incorporation. The Association is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the directors is unacceptable, should come to its attention from a source other than a written complaint.

- 12.8 No unauthorised person shall interfere with COOPERLEAF COUNTRY ESTATE security arrangements or the activities of its appointed security staff.
- 12.9 No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order at COPPERLEAF COUNTRY ESTATE.
- 12.10 Alarm or protection systems may be installed in private dwellings subject to the following conditions:
- 12.10.1 COPPERLEAF COUNTRY ESTATE supplies an internal alarm monitoring and armed response system and all residents are requested to sign up for this service.
- 12.10.2 no outside response companies will be allowed on COPPERLEAF COUNTRY ESTATE without prior approval from the Homeowners Association.
- 12.10.3 flashing outside lights are permissible and preferred to audible alarms.

13. COMMERCIAL ACTIVITY

- 13.1 The Association may regulate commercial activity on COPPERLEAF COUNTRY ESTATE and it is expressly required that any application for a trading license receive the prior approval of the Association, such approval shall not be unreasonable withheld.
- 13.2 No advertising board may be displayed anywhere on COPPERLEAF COUNTRY ESTATE other than the standard architectural building board during building construction, except with the written permission of the Association.
- 13.3 No door-to-door canvassing or selling is permitted at COPPERLEAF COUNTRY ESTATE.
- 13.4 Use of the Association's mailing list for commercial purposes is prohibited and members are prohibited from providing non-members with the Association's mailing list.
- 13.5 The conducting of any hotel, guesthouse or B&B business from any residential erf on COPPERLEAF COUNTRY ESTATE is prohibited, expect where written permission from the Association has been obtained and the specific details of such business has been clearly outlined to the Association.

14. FINES AND PENALTIES

- 14.1 Any person who contravenes or fails to comply with any provision of these Estate Rules, or any conditions imposed by or directions given in terms of the Estate Rules, shall be deemed

to have breached these Estate Rules and will in the entire discretion of the directors for the time being of the Association be subject to any penalties imposed by the directors having regard to the circumstances and which may include the imposition of fines, which amount shall not exceed R20 000,00 (twenty thousand Rand) for each separate transgression, adjusted for inflation from time to time

- 14.1.1 In the event of a breach by members of the member's household guests and tenants, and the members of the tenant's household employees, invitees and guests, the member shall be liable for the payment of any fines imposed;
- 14.1.2 In the event of a breach by a tenant, a member of the tenants' invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or other penalty, bar the above mentioned from access to COPPERLEAF COUNTRY ESTATE.
- 14.2 Any fine imposed on a member, in terms of clause 14.1.1 or 14.1.2, shall be a debt due and payable to the Association by the member on demand.
- 14.3 The imposition of penalties is subject to the relevant provisions of the Association's Memorandum of Incorporation.
- 14.4 Should a member fail or refuse to comply with these Estate Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed. Should the Association require to deal with a dispute with a member legally, the cost can be recovered from the member on an attorney and own client scale.
- 14.5 The fine schedule for the transgression of any of the estate rules is listed in section 16. The wilful transgression of any of the estate rules shall be resolved by punitive measures even if such estate rule is not listed in the fine schedule of section 16. The amount of the imposed fine is at the sole discretion of the Association and subject to section 14.1.
- 14.6 COPPERLEAF COUNTRY ESTATE shall have a fine book, which will be used by the Authorised person (Security, HOA Management) to issue the fines with appropriate amount as outlines in the fines schedule under section 16.
- 14.7 Written notice must be given to the estate rules transgressor, imposing on them any of the sanctions in circumstances where the breach is not capable of being remedied or rectified however, in circumstances where the breach is capable of being remedied and rectified and written notice calling on them to remedy or rectify such breach or failure was provided, a further written notice imposing the sanction is not required.

15. MISCELLANEOUS REGULATIONS

Copperleaf Country Estate Home Owners Association NPC Vat: 4100227257 Reg No: 2005/030514/08
Tel 012 668 8970 | Ernie Els Boulevard, Off West Street, Mnandi, Centurion 0046

- 15.1 A breach of the Association's Architectural and Development Guidelines or any other regulation made in terms of the Association's Memorandum of Incorporation or any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in clause 14 and 16 of these Estate Rules.
- 15.2 All members of the Association, members of their households, tenants, visitors and invitees shall adhere to the rules relating to booking procedures, tariffs, dress and behaviour relative to any sporting, recreational or other facility provided within COPPERLEAF COUNTRY ESTATE.
- 15.3 The responsibilities of members in respect of the provision of services in COPPERLEAF COUNTRY ESTATE shall be regulated in a services supply agreement to be entered into between the Association and each member as a pre-condition to the supply of the relevant services to the members.
- 15.4 Decisions taken by the board in interpreting or enforcing these rules is binding upon all members and residents on COPPERLEAF COUNTRY ESTATE.
- 15.5 The directors delegated authority to the association for the implementation, administration, monitoring, compliance and enforcement of the Estate Rules.
- 15.6 the operation of drones within the estate is prohibited except where written permission has been obtained from the Association and the specific use of such drone has been clearly outlined to the Association.

16. FINE SCHEDULE

The board may impose an appropriate fine in respect of an offense which has not been catered for in the fine schedule.

Paragraph reference	Offence	Penalty Value
4. Refuse		
4.2	First offence Second offence Repeat offences	Warning Penalty of R1000 Penalty equal to double the previous penalty imposed

5. Domestic animals		
5.1	First offence Second offence Repeat offences	Warning Penalty of R2500.00 per additional pet over the limit Penalty equal to double the previous penalty imposed
5.5	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
5.6	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
5.7	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
5.8	First offence Second offence Repeat offences	Warning Penalty of R2000.00 Penalty equal to double the previous penalty imposed
6. TRAFFIC/PEDESTRIANS		
6.1	First offence	Warning

	Second offence Repeat offences	Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.4	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.7	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.8	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed

6.9	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.10	45– 50 km/h 51 – 59 km/h 60 km/h and Above	R500.00 R750.00 R100.00
6.15	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.16	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.17	First offence Second offence Repeat offences	Warning Penalty of R2000.00 Penalty equal to double the previous penalty imposed
6.18	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed

6.19	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
6.20	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7. OPEN SPACE AND ENVIRONMENTAL CONTROL		
7.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7.4	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7.5	First offence Second offence	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed

	Repeat offences	
7.6	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7.8	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
7.9	First offence Second offence Repeat offences	Warning Penalty of R2500.00 Penalty equal to double the previous penalty imposed
7.10	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
8. DAMS AND WATER FEATURES		
8.1	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed

8.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
8.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
8.4	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
8.5	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
8.6	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
9. ACCESS TO THE GOLF COURSE		
9.2	First offence Second offence	Warning Penalty of R1000.00

	Repeat offences	Penalty equal to double the previous penalty imposed
9.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10. USE OF GOLF CARTS		
10.1.1	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.1.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.1.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.1	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.2	First offence	Warning

	Second offence Repeat offences	Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.4	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.5	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.6	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.2.7	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed

10.4.1	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
10.4.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
12. CONDUCT AT COPPERLEAF COUNTRY ESTATE		
12.1	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
12.2	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
12.3	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
12.4	First offence Second offence	Warning Penalty of R1000.00

	Repeat offences	Penalty equal to double the previous penalty imposed
12.5	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
12.8	First offence Second offence Repeat offences	Warning Penalty of R2000.00 Penalty equal to double the previous penalty imposed
12.9	First offence Second offence Repeat offences	Warning Penalty of R1000.00 Penalty equal to double the previous penalty imposed
13. COMMERCIAL ACTIVITY		
13.2	First offence Second offence Repeat offences	Warning Penalty of R2000.00 Penalty equal to double the previous penalty imposed
13.3	First offence Second offence Repeat offences	Warning Penalty of R2000.00 Penalty equal to double the previous penalty imposed
13.4	First offence	Warning

	Second offence Repeat offences	Penalty of R2000.00 Penalty equal to double the previous penalty imposed
--	-----------------------------------	---