

# **EKUBO COASTAL ESTATE**

## **RULES**

### **1. PROMULGATION OF RULES**

- 1.1 As from the date of promulgation of these Rules they shall apply forthwith and all owners / residents shall be required to abide thereby.
- 1.2 For the purposes of these Rules "Owner" means a Purchaser, Member, Co-Owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee, Contractor, Sub-Contractor and Service Provider.

### **2. CONTRAVENTION OF RULES**

- 2.1 Any contravention of the Rules by any person who gains access to the Estate under the authorisation of a member shall be deemed to be a contravention by the member.
- 2.2 Contravention of the Rules by Contractors, Sub-Contractors or any Service Provider will also make them liable to fines and may jeopardise that company's / individual's continuance of business activities on the Estate.

### **3. SECURITY**

- 3.1 All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.
- 3.2 Each owner shall be responsible for the safekeeping and proper use of his individual remote / access card / disc and shall not permit the use thereof by unauthorised persons. Access to the residential areas of the Estate is limited to residents, registered domestic workers and to other authorised and security cleared persons.

### **4. CONTROL OF VEHICLES AND USE OF ROADS**

- 4.1 The roads within the perimeter fence of the Estate are deemed to be private roads for all practical purposes but are deemed public roads in terms of the Natal Road Traffic Act No. 29 of 1989, as amended.
- 4.2 No person shall operate any vehicle on any road within the Estate at a speed in excess of 25 kilometres per hour unless a higher or lower speed limit is indicated by an appropriate sign.
- 4.3 The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to above upon such roads or portions of roads as it may deem fit, either temporarily or permanently.
- 4.4 No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid drivers licence issued under the provisions of the Road Traffic Act No. 29 of 1989, as amended.
- 4.5 All vehicles shall keep to the left hand side of the road.
- 4.6 No person shall operate any vehicle upon any place within the Estate other than a road or driveway.

- 4.7 No person shall operate any kind of vehicle on the Estate whilst under the influence of alcohol or drugs which may in any way impede their ability to control the vehicle.
- 4.8 Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited. Unnecessary sounding of hooters / horns is prohibited.
- 4.9 Right of Way within the Estate shall be given to pedestrians and wildlife at all places and at all times.
- 4.10 No person shall ride a bicycle, tricycle or any other form of unpowered transport within the Estate where the Association has expressly indicated that the same is prohibited.
- 4.11 No person shall ride a skateboard or any other similar device on any road within the Estate.
- 4.12 No person shall store, park or leave unattended any vehicle at any place in the Estate except in a structure designed for use as a garage or carport.
- 4.13 No vehicle having a gross weight in excess of 3000 kilograms shall be permitted to enter the Estate except with the prior approval of the Association who may grant approval on such conditions as it may see fit.
- 4.14 No member shall park or store any caravan boat or trailer anywhere on his property or within the Estate except with the prior written consent unless it is in the properties garage or at a place designated for such purpose by the Association.
- 4.15 A member shall be entitled to park a maximum number of 3 vehicles on his property. Permission to exceed this number must be obtained in writing from the Association.
- 4.16 No helicopter or any other means of aerial conveyance may be landed at any place within the Estate except with the written consent of and on such conditions as may be laid down by the Association.

5. **OPEN SPACE / COMMON PROPERTY**

- 5.1 No person shall anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile, bird or any other animal whatsoever.
- 5.2 No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association, save further that the provisions of this rule shall not apply with respect to the exercise by any person of any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes, saved for protected trees and other flora.
- 5.3 No person shall:
  - 5.3.1 light any fire at any place upon the Estate ;
  - 5.3.2 camp or picnic upon any place in the Estate other than at a place which has been designated for such purpose by the Association.
  - 5.3.3 discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and in such places as may be set aside for such purpose and designated as such by the Association.

- 5.3.4 use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other person within the Estate or behave in such a way as to create a nuisance to any other persons in the Estate.
- 5.3.5 use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon or the environment and conservation principles within the Estate.
- 5.3.6 plant any plants, shrubs, bushes or trees within the Estate's common property, unless the same has been approved by the Association.
- 5.4 The Association shall be entitled to prohibit access to any part of the Open Space / Common Areas if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
- 5.5 All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.
- 5.6 The Association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
- 5.7 No person shall within the area of the Estate discharge any fireworks or fire-arms as defined in the Arms and Ammunitions Act No. 75 of 1969, as amended, or any dangerous weapon as defined in terms of the Dangerous Weapons Act No. 71 of 1968, as amended, except in self-defence or within an area specifically approved for such purpose by the Association.
- 5.8 No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environmental policy determined for the Estate.
- 5.9 All persons must ensure that gates within the common property are kept closed at all times.
- 5.10 No person shall launch upon any dam, lake, pond, wetland or stream within the Estate any craft of any description (powered or otherwise). No person shall enter or swim in any lake, dam, pond or stream in the Estate.
- 5.11 No person shall take any fish, live bait or crustaceans from any dam, pond or stream in the Estate. Fishing within the Estate is prohibited.
- 5.12 No person shall litter, pollute or permit the pollution of any lake, dam, pond, stream or wetland in the Estate.
- 5.13 No trees or vegetation within the Estate may be damaged, cut down or removed without the prior written consent of the Association.
- 5.14 Gate houses, gates and perimeter fences are all maintained by the Association and such costs is included in the levy payable by an owner.

## 6. **DOMESTIC REFUSE**

- 6.1 The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned.

- 6.1.1 lay down the type and size of refuse containers to be used;

- 6.1.2 give directions in regard to the placing of such refuse for collection;
- 6.1.3 require the payment of a reasonable charge for the provisions of such containers;
- 6.2 It shall be the duty of every owner or occupier of a dwelling to ensure that such directions give by the Association are fully observed and implemented.
- 6.3 No person shall keep any refuse within or outside his dwelling except in the containers aforesaid.
- 6.4 Containers shall not be kept in any place outside any dwelling except in such places 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 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 the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.
- 6.6 In the event of any person having to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass may be arranged by the Association who shall dispose of the same in such a manner as it may deem fit and at the cost of the owner so requesting removal, which costs shall be added to this levy payment for the month in which such removal takes place.
- 6.7 Under no circumstances may domestic or garden refuse be put out and left overnight or over weekends.

## 7. **ANIMALS, BIRDS AND REPTILES**

- 7.1 No animals, birds or reptiles shall be permitted to be kept on any part of any property or any other place within the Estate.
- 7.2 No person shall slaughter any animal, bird or reptile or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the Estate.

## 8. **VISITORS AND SECURITY**

- 8.1 Visitors shall be the responsibility of the home owner / member / occupier who invites them.
- 8.2 The visitor will have to call up the owner on the gate intercom.
- 8.3 The estate will be surrounded by an electric fence.

## 9. **OCCUPATION OF DWELLING UNITS**

- 9.1 The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
- 9.2 Notwithstanding Rule 9.1 the Association may after written application allow more than the maximum number of persons to be accommodated in such dwelling or access to the Estate.
- 9.3 Everybody in the Estate must observe the "quiet hours" curfew from 22:00 hours to 06:00 hours, save with the permission of the Association.

- 9.4 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose. Any such items placed in any other place may be impounded by the Home Owners Association and may be reclaimed by the owner from the Home Owners Association who may invoke a penalty as set out more fully hereunder.
- 9.5 No person shall keep anywhere in the Estate any flammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
- 9.6 Where any erf or dwelling is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for the dwelling concerned and shall notify the Association of the name and address of such Liaison Officer.
- 9.7 Every person who occupies a dwelling within the Estate, either as a member, tenant, or occupier, shall be obliged to have a telephone installed within such dwelling, such requirement arising from the Association's general security controls and the control of persons entering and leaving the Estate.
- 9.8 Satellite dishes, television aerials and airconditioning units may be installed by an owner or occupier of a dwelling provided that they are positioned in such a place so as not to be visible from the roads within the Estate and provided that approval therefor has been obtained from the Association.
- 9.9 The owner of a dwelling shall be obliged to maintain the exterior of his dwelling to the standard set by the Association from time to time for the entire Estate. Should an owner fail to do so after reasonable notice from the Association, the Association shall be entitled to appoint a contractor of its choice to attend thereto and the costs thereof shall be borne by and claimable from the owner concerned.
- 9.10 Free standing sheds for the storage of tools and gardening equipment and the like may not be installed on any property without the prior written consent of the Association and may not be placed in an area that is visible from the road or any neighbouring property.
- 9.11 Free standing dolls houses, children's playhouses and jungle gyms may not be installed without the prior written consent of the Association and may not be placed in an area that is visible from the road or any neighbouring property.
- 9.12 No fences, including fences around swimming pools may be installed by the owner of a dwelling without the prior written consent of the Association.
- 9.13 No posters or promotional material of any nature may be erected outside or within the boundaries of any owners property and no private religious or commercial notices or brochures are permitted to be displayed or distributed within the Estate.
- 9.14 Any form of public auction or sale of any goods whatsoever with the Estate is strictly prohibited.
- 9.15 Verandah, garden furniture or any external appurtenances, decorations, external lights, umbrellas and signs which in the opinion of the Association are aesthetically unpleasing or disturbs the general ambience of the Estate may not be displayed in view in any part of the Estate.
10. **LETTING**
- 10.1 No member shall let or otherwise part with occupation of his property, whether temporary or otherwise, unless:-

- 10.1.1 he enters into a written Lease Agreement with such prospective tenant or occupier on such terms and conditions as might be found in any standard Lease Agreement relating to the letting of a dwelling or house or Sectional Title unit.
  - 10.1.2 he has agreed with the prospective tenant or occupier as a stipulation alteri in favour of the Association, that such tenant or occupier shall in all ways be bound by the terms and conditions of these Rules, any amendments thereto and of the Articles of Association where applicable.
  - 10.1.3 he has included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to himself, where his tenant or occupier has committed a breach either thereunder or in terms of these Rules or the Articles, and after being given due notice by the Association to remedy such breach, has neglected, refused or ignored such notice.
  - 10.1.4 he has obtained the Association's prior written consent to conclude such Lease Agreement with his prospective tenant or occupier.
- 10.2 No member shall part with occupation of his property unless, prior to giving such occupation the member submits to the Association a draft copy of his proposed Lease Agreement, together with any other information in respect thereof which might be required by the Association, and has obtained the written consent of the Association to conclude such Lease Agreement, provided :-
- 10.2.1 the Association's consent will be withheld if it is not satisfied that:
    - 10.2.1.1 the provisions of this Rule have not been fully complied with;
    - 10.2.1.2 the terms and conditions of such Lease Agreement do not adequately cover the Association's rights to terminate such Agreement in terms of the provisions of Rule 10.1.3;
    - 10.2.1.3 a signed copy of the House Rules has been attached to the Lease.
- 10.3 The Association shall be entitled to withdraw any consent granted hereunder if:
- 10.3.1 the member neglects or refuses to furnish the Association with a copy of the signed and stamped Lease Agreement entered into between the members and his tenant or occupier; or
  - 10.3.2 the member has timeously provided the Association with a copy of the duly signed and stamped Lease Agreement and the same materially differs from that submitted to the Association for its approval under this Rule.

## 11. **MAINTENANCE OF PROPERTY**

- 11.1 Every member who is the owner of a dwelling shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the Estate being an up-market housing development.
- 11.2 Every member shall ensure that at all times his lawn and garden area are well maintained due regard being had as to the aesthetic requirements and standards imposed by the Association from time to time.
- 11.3 A member who contravenes the provisions of this Rule and who after due notice has been given to him by the Association to remedy such fault or omission, fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying,

repairing or remedying such fault of omission. In giving effect to this Rule the member may not refuse the Home Owners Association or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.

- 11.4 No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.
- 11.5 No flags, flag poles or radio aerials on poles may be erected on private residential erven within the Estate.
- 11.6 The maintenance of a freehold house internally and externally is the responsibility of an owner and is therefore not taken into account in the levy. Owners are expected to maintain the exteriors of their dwellings to the standard expected in the Estate. In the case of default, the Association at its discretion, may order a contractor to carry out suitable maintenance work at the expense of the owner if the owner fails to do so after reasonable notice has been given.
- 11.7 The maintenance of the interior of a sectional title unit is the responsibility of the owner and the maintenance of the exterior of the unit is the responsibility of the respective Body Corporate and the cost thereof forms part of the Body Corporate levy.

## 12. **DOMESTIC SERVANTS**

- 12.1 No member shall be entitled to employ a domestic servant without the prior written consent of the Association.
- 12.2 Such member wishing to employ a domestic servant shall submit to the Association such person's full names, current physical address, copy of ID book and 2 (two) passport size photos, whether the domestic is to live in or out, duration of employment if currently employed by the member, confirmation of employment contract, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the Association might deem necessary in order for it to grant its approval. Each owner will supply the Home Owners Association with written confirmation that the House Rules have been explained and accepted by their domestic servant and that the domestic is willing to sign acceptance of these rules.
- 12.3 The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would prove a security risk if employed within the Estate.
- 12.4 In granting its consent, the Association may in addition impose certain terms and conditions relating to the domestic servant's employment where it deems such imposition necessary.
- 12.5 The Association shall at any stage approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such domestic servant.
- 12.6 A member who is the registered owner of a dwelling, shall not be entitled to employ a "live-in" domestic servant without the consent of the Association.
- 12.7 A member owning a dwelling may employ more than 1 (one) domestic servant, provided only 1 (one) such domestic servant shall be entitled to "live-in" on the property. A member may only be allowed a "live-in" domestic servant if suitable accommodation is provided on his property and approved as acceptable by the Association. No relative or friend of the domestic servant shall be allowed co-habitation without the prior approval of the Association.

- 12.8 A member owning a dwelling, shall be obliged to provide such ablution facilities as may be required by a domestic servant employed by such member.
- 12.9 Any member employing a domestic servant shall be liable to the Association for such domestic's conduct and behaviour within the Estate.
- 12.10 For the purposes of this Rule, a member shall include any person who occupies or lets a dwelling under the provisions of these Rules.
- 12.11 Ablution facilities shall be provided for domestic servants not living in.

13. **OPERATION OF BUSINESS WITHIN THE ESTATE**

No person may operate a business from the confines of his dwelling, without prior consent from the Home Owners Association.

14. **POST**

A physical street address of such erf will not be a valid postal address and as such no postal deliveries will be made. It is therefore essential that a post office box address is maintained outside the Estate.

15. **FENCES**

The general aesthetic and planning of the Estate does not include fencing of any erf or boundary, however, the Association is aware that in certain instances fencing may be required (i.e. around a swimming pool). Where this is required the owner shall obtain the prior written consent of the Association who may, in its discretion, prescribe the area to be fenced and the type of fencing to be used.

16. **LEVIES**

- 16.1 Owners must pay levies in full and in advance by the first day of such month.
- 16.2 Owners will be considered in arrears of such payment if such payment is not received by the 7<sup>th</sup> day of the month or seven days after a request is made, whichever is the later.
- 16.3 Arrear levies attract a penalty in the sum of 30% above prevailing prime overdraft rate from time to time on the total amount outstanding from the due date for payment to the actual date of payment both days inclusive.
- 16.4 Any proceedings taken for the recovery of any outstanding amount shall be charged to the owner on an attorney and own client scale and shall be debited to such owners account.
- 16.5 Levies may not be reduced or offset against any real or perceived non provision of service by the Association.

17. **CONSTRUCTION**

- 17.1 All building work is required to be completed in accordance with the Architectural Guidelines, the Environmental Management Plan and in accordance with rules laid down by the Association and the Environmental Control Officer from time to time.



17.2 All building work, including improvements, additions or alterations to a building may only be done with the prior written consent of the Association.

17.3 All contractors must be approved by the Association in writing prior to the commencement of construction.

18. **APPROVAL OF DESIGN TEAM**

Only architects registered with the South African Council of Architects may submit drawings for development within the Estate and all engineers must be registered with the Engineering Council of South Africa.

19. **ARCHITECTURAL AND LANDSCAPING REVIEW COMMITTEE**

19.1 **Initial meeting**

The review committee is to be attended by both the architect and purchaser / owner prior to the preparation of any designs to discuss the owners concept and the check receipt of:

- site information
- access clearance
- erf clearing procedure (footprint to be set out by surveyor and certified in writing to the Association)
- footprint vegetation analysis
- existing services
- architectural guidelines
- landscaping guidelines
- stormwater guidelines
- development manuals

19.2 **Submission of sketch plans**

Drawings shall be in sufficient detail for the committee to understand the overall and detailed concepts. Drawings must be submitted by the architect and shall include the following:

- eaves details
- balustrades
- plumbing
- stormwater management during and after construction
- windows and doors
- external columns
- screen walls
- roof support details (if applicable)
- colour schedules (external)
- materials specification (external)
- roof height details
- external lighting
- position of airconditioning units / plants
- position of satellite dishes
- cut off drains at boundary of driveways
- all signboards to be erected of whatsoever nature
- landscaping plan certified by the engineer
- fire hose reel position

At this meeting the committee will check receipt of:

- appointment of contractors
- contractors protocol
- site management manual
- tender list information

19.3 **Submission of final working drawings**

- 19.3.1 Drawings shall be submitted to the Association for stamping and approval prior to the submission of the local authority for approval.
- 19.3.2 A plan inspection fee in the amount determined by the Association from time to time shall be paid to the Association on submission of the plans to it for approval.
- 19.3.3 A landscape plan shall be submitted to the Association for approval simultaneously with the submission of the plan.

19.4 **Commencement of work on site**

- 19.4.1 The architect shall be responsible for and accountable to the Association for the management of work on site where appointment includes supervision. If the architect is not the principal agent then he must notify the Association in writing and confirm that the person appointed is acceptable to him as the design architect.
- 19.4.2 The architect must arrange:
- clearing of footprint as permitted by the Association and the Environmental Control Officer. No clearing shall be permitted without the footprint being properly marked out and certified by a surveyor
  - issue of site access discs to contractors
  - signature of contractors protocol
  - water connection for construction purposes

19.5 **Occupation**

- 19.5.1 The Association requires the architect to certify all as built drawing which shall include all external works and stormwater controls.
- 19.5.2 No occupation shall take place until:
- an occupation certificate has been issued by the local authority
  - the local authority has confirmed connection of electricity and water and payment of deposits
  - removal of construction board from property
  - the engineer has certified that all storm water controls are in compliance with the design approved drawing.

20. **GENERAL**

- 20.1 The Association under the Articles of Association disclaims generally any responsibility for any injury to any person, damage, loss or theft of any property belonging to any person, which occurs or arises within the Estate, irrespective of the cause thereof. However, the Home Owners Association reserves the right to search any persons entering or leaving the Estate or believe to be acting in a suspicious manner.
- 20.2 No member, his family, guests, invitees or any other person who has entered the Estate, either with or without the permission or consent of the Association, may make any claim or institute any action of whatsoever nature against the Association for payment of damages, loss or otherwise.

21. **BREACH OF RULES**

- 21.1 In the event of any breach of these Rules by the members of any member's household, his guests, or lessees, such breach shall be deemed to have been committed by the member himself.
- 21.2 Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following information:
- 21.2.1 the nature of the breach;
- 21.2.2 the time period, if applicable, in which the breach is to be remedied;
- 21.2.3 the fine imposed by the Association on the member for committing such breach;
- 21.2.4 the time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach, if the member wishes to implement Rule 19.3;
- 21.2.5 any other information the Association might deem necessary.
- 21.3 Notice will be deemed to have been duly given if such breach notice is hand delivered to the member's address stated in Rule 19.2 by either affixing such notice to a prominent fixture on the property or by placing the notice in the member's appointed post / letter box.
- 21.4 In the event of any member disputing the fact that he has committed a breach of these Rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 21.5 In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these Rules or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 (twenty four) hours or part of such period during which such offence continues and shall be liable as set out in Rule 20 in respect of such offence.

22. **FINES**

- 22.1 Any person who contravenes or fails to comply with any provision of these Rules, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R1 000,00 (ONE THOUSAND RAND) which penalty shall be decided upon by a fining committee.
- 22.2 In the event of a member failing to pay a fine imposed within the period stipulated by the fining committee until such time as the said fine has been paid:-
- 22.2.1 no transfer of member's property shall be registered;
- 22.2.2 such member shall not be entitled to the use of the Estate Amenities.
- 22.3 Any fine imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

23. **CONSENT TO TRANSFER**

No transfer of an erf shall be registered unless a certificate has been issued by the Home Owners Association that all levies and other amounts due to it by the owner of the erf have been paid or secured and the owner of the erf is not in breach of any of the provisions of these Rules or the Constitution of the Association from time to time.

24. **PARTIES AND FUNCTIONS ON PROPERTIES WITHIN THE ESTATE**

24.1 Any large social gatherings held by any owner of a property within the Estate shall be notified to security within 24 hours of such event to enable adequate access arrangements to be made.

24.2 Should any owner wish to hold a social gathering of 25 persons or more he shall obtain the prior approval of the Association to enable the Association to assess the effect thereof in relation to the gate entrance, neighbours, parking availability, requirements for security and possible additional guards, effect of noise or music on neighbours and any other matters that it deems necessary to take into account.