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# MOSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION

Association incorporated under section 21 of the Companies Act 1973 (as amended)

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## MOSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

### CONDUCT RULES

#### INTRODUCTION

These rules have been established in terms of the Memorandum of Incorporation of the Mosseel Bay Golf Estate Home Owners Association NPC ("the HOA").

These rules are binding on all registered members of the HOA, who are responsible for ensuring that their family members, employees, guests, tenants and occupiers (including nominated occupiers), as may be applicable, abide by and respect these conducts rules.

In respect of the interpretation of these rules the decision of the Directors of the HOA is final and binding.

#### DEFINITIONS

In these conduct rules unless the context otherwise indicates –

- a. "common area" means: the land as defined in the Memorandum of Incorporation of the HOA;
- b. "common property" means: the property as defined in the Sectional Titles Act 95 of 1986 (as amended);
- c. The meaning of "vehicle" includes: caravans, boats, trailers and golf carts.
- d. "occupier" includes "nominated occupier" in the case of legal persons.

#### 1. ANIMALS, REPTILES AND BIRDS

- 1.1 An owner or occupier of an erf or a unit shall not, without the consent in writing of the Directors, which approval may not be unreasonably withheld, keep any animal, reptile or bird in an erf, unit, or on the common property. An owner or occupier must apply for such consent on the prescribed application form, attached hereto marked Annexure "A".

- 1.2 When granting such approval, the Directors may prescribe any reasonable condition, including, but not limited to the following conditions:
- 1.2.1 Only one pet per erf will be allowed;
  - 1.2.2 Only one (1) small type of dog (of which the weight of the specific breed is not more than fifteen kilograms (15kg)) will be allowed;
  - 1.2.3 No dog will at any time be allowed within the boundary of the Conservation area;
  - 1.2.4 Any dog outside the premises of the owner must be on a leash at all times or kept in approved enclosure;
  - 1.2.5 Aggressive or vicious behavior of dogs will not be tolerated;
  - 1.2.6 Excessive barking will be regarded as a nuisance and will not be tolerated (the Local Authority by-laws relating to pets will be strictly enforced. These by-laws make provision for criminal proceedings to be instigated in instances where due consideration is not given to neighbors);
  - 1.2.7 Fouling of gardens, lawns and public area will not be tolerated and the owner of the offending pet will be responsible for the removal of any droppings;
  - 1.2.8 Kennels housing animals shall be screened from public view in such a manner that it shall not constitute a disturbance or nuisance to adjoining properties or other owners or occupiers;
  - 1.2.9 Every pet must wear a collar with a tag indicating the name and telephone number of the owner. Stray pets without identification will be apprehended and handed to the Municipal pound or RSPCA;
  - 1.2.10 The HOA Board reserves the right to insist that the owner remove a pet should it become a nuisance;
  - 1.2.11 Cats must be kept inside owner's house or premises at all times or in an approved cattery. If the cat is outside on the premises it must be under the visual supervision of the owner at all times. No cat will be allowed outside premises on common property.
- No new cats will be allowed on the Estate from 20 December 2019. Any resident who currently has a cat(s) on the Estate, approved or not, must register their cat(s) at Status Mark before 30 March 2020.
- 1.3 The Directors may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 1.2.

1.4 No visitor will be allowed to bring any animal into the Mossel Bay Golf Estate.

## **2. USE OF PROPERTIES**

2.1 Subject to the provisions of clause 18, no business activity may be conducted from any erf or unit.

2.2 Rezoning of properties and Departures will not be permitted.

2.3 Pertaining to any section or unit a maximum of three (3) persons per bedroom will be allowed.

2.4 Caravans, tents, or similar accommodation is not permitted.

2.5 Invasive alien vegetation and cosmopolitan herbaceous weeds, as defined in the Environmental Management Plan of June 2001, or any amended plan may not be planted on the Estate. These species must be systematically eradicated. A copy of the EMP is available for perusal at the office of the managing agent.

## **3. MOSSEL BAY GOLF CLUB**

3.1 The Mossel Bay Golf Club is a Municipal club reserved for its members and does not in any way comprise part of the HOA.

3.2 By agreement, owners and tenants of a unit or erf may use the club house and driving range facilities at any time under the same rules, conditions, fees and charges as would apply to any other visitor to the club.

3.3 Use of the golf course and the payment of the required fees must be arranged with/paid to officials of the club prior to the commencement of play.

3.4 An owner, tenant, their family and friends, may, entirely at their own risk and subject to the rules of the Club and the rights of its members:

3.4.1 Jog or walk on the course at quiet times. Such activity must not disturb or interfere with golfers;

3.4.2 Drive a golf cart along roads and cart paths of the Club if in possession of a valid driver's license.

3.5 An owner or occupier may not:

3.5.1 Allow children and pets onto the golf course without adult supervision;

3.5.2 Play or practice golf on the course except by arrangement with the club's officials;

- 3.5.3 Braai or picnic on the course;
- 3.5.4 Use the course frontage as access to owner's property;
- 3.5.5 Dump or stockpile building / spoil material on the course;
- 3.5.6 Cut or trim any vegetation on the course;
- 3.5.7 Fish or swim in any facility on the Golf Course;
- 3.5.8 Feed wild animals including Guinea Fowl and Franklins.

#### **4. NOISE / DISTURBANCE**

- 4.1 No drilling, grinding, hammering, sawing, etc. shall be allowed after 21:00 daily. No noise capable of disturbing neighbours shall be allowed after 22:00 daily.
- 4.2 Permanent residents must allow holiday makers to also enjoy themselves within reason.
- 4.3 The pool and braai areas are for the enjoyment of all owners, their friends and tenants and must be kept clean at all times. Rules displayed on fence/gate must be adhered to at all times.
- 4.4 No activity or hobby which would cause a nuisance to fellow occupants may be conducted within the Mossel bay Golf Estate.
- 4.5 The volume of music or electronic instruments, partying and the activities of residents, guests and domestics should be kept at a level so as not to be a nuisance to other members and occupiers.

#### **5. SUPERVISION OF CHILDREN**

- 5.1 Owners and tenants will be held responsible for any damage to property caused by their children.
- 5.2 Lawns, walkways, gardens, etc. on the common area/common property are available for recreation and enjoyment by all owners and occupiers. Strict rules regarding playing games etc. are thought unnecessary provided that parents keep reasonable control of their children's activities regarding noise, games/practices, vandalism, etc.
- 5.3 The following conduct, including but not limited to, is strictly prohibited:
  - 5.3.1 Practice golf in any area other than the official driving range belonging to the golf club;
  - 5.3.2 Throw stones in the vicinity of buildings, cars, etc;
  - 5.3.3 Play or walk in flower beds;
  - 5.3.4 Play or climb on roofs;
  - 5.3.5 Play ballgames, except on any future designated playground area;
  - 5.3.6 Allow toys (e.g. plastic motorbikes), that cause excessive noise;

- 5.3.7 Discharge fireworks;
- 5.3.8 Utilise quad bikes;
- 5.3.9 Drive golf carts without a valid driver's license;

## **6. SECURITY**

- 6.1 All owners, tenants and other persons granted rights of occupancy, are obliged to adhere to all security rules as determined by the directors.
- 6.2 Security protocol at the entrance gates must be adhered to at all times.
- 6.3 The Golf Estate at the entrance gates shall provide an access control system, which shall be manned 24 hours per day. As all stakeholders are responsible for security, residents have to ensure the safety and protection of their own private property as well. The perimeter wall and electric fencing serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Golf Estate.
- 6.4 The ID card system for permanent workers, temporary workers, and contractor representatives must be conscientiously enforced by every owner with respect to people in their employ.
- 6.5 All attempts of burglaries must be reported to a member of the security staff or the security sub-committee as soon as possible.
- 6.6 It will be considered a serious breach of security should an owner give their access card to any other person, for use by that person, for whatever reason.
- 6.7 Pedestrian visitors wishing to enter the Estate must be accompanied by the resident to be visited.
- 6.8 Building contractors and other contractors having business in the Golf Estate together with their permanent and temporary workers have to conform to the standing access procedure as determined by the Board from time to time. Building contractors shall furnish the Estate Manager with all the documentation as may be required including police clearance if and when required.
- 6.9 Residents may employ private security companies should they wish to do so. This in no way excludes them from the security regulations put in place by the HOA.
- 6.10 The entrance to the Golf Estate is equipped with a computerized access control system for the safety of residents. The co-operation of all residents is needed to ensure the successful operation of the system. Residents shall comply with the access control procedures resulting from these rules.

- 6.11 Tailgating of any vehicles at any entry/exit boom is prohibited and liable to a fine.
- 6.12 Access by non-residents to the Mossel Bay Golf Estate via the Golf Club entrance is not allowed.
- 6.13 An owner or person authorized by him, may not without prior written approval install –
  - a. a locking device, safety gate or burglar bars for the protection of his unit or erf; or
  - b. a screen or other device to prevent the entry of animals or insects;

## **7. REFUSE DISPOSAL**

- 7.1 An owner or occupier of a unit or erf shall:
  - 7.1.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his unit or erf or on such part of the common property as may be authorized by the directors/trustees in writing;
  - 7.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
  - 7.1.3 For the purpose of having the refuse collected, place such refuse outside for removal only on a Monday morning before 08:30, alternatively refuse bags must be taken to the designated area at the Church Street entrance. Refuse bags being put on sidewalks out of the normal collection time, only on Mondays before 08h30, will be removed at a rate of R100 per removal which amount will be debited to the owners levy account.
- 7.2 An owner or occupier of a unit shall not allow any refuse for the disposal, of which he is responsible, to be stored on any part of the common property or in sight from any part of the common area or the golf course.
- 7.3 An owner or occupier of a unit shall comply with such directive and not dispose or allow the disposal of any refuse, waste, or rubbish in any other manner than as provided.

## **8. VEHICLES**

- 8.1 No owner, occupier or visitor shall park or stand any vehicle upon a common area/common property, or permit or allow any vehicle to be parked or stood upon a common area/common property in a manner which creates a nuisance to the owner or occupier of another unit or erf.

- 8.2 The Directors may instruct the removal (by towing away) any vehicle parked, standing or abandoned on a common area/common property without the Directors prior written consent. The risk and expense of removal pertaining to the above will be for the owner of the vehicle,
- 8.3 Owners and occupiers of units or erven shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto a common area/common property or in any other way deface a common area/common property.
- 8.4 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of a common area/common property, their unit or erf without the written approval of the Directors/trustees.
- 8.5 Caravans, boats, and trailers may not be parked on a common area/common property.
- 8.6 An owner or occupier of a unit shall be allowed to park their caravan, trailer or boat visibly on the owner's property for a maximum of 72 hours.
- 8.7 The parking of vehicles, including boats, caravans and trailers, is done at the risk of the owner of the vehicle and no responsibility or liability shall be attached to the HOA for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the common property or roads within the estate.
- 8.8 No person may reside or sleep in a vehicle, trailer or caravan on the Estate.
- 8.9 The speed limit on the Estate is 25 km/h.
- 8.10 Residents are reminded that golfers, children and other pedestrians will frequently cross streets on the Estate and should approach all designated crossings with extreme caution.
- 8.11 The streets are intended to allow the movement of all occupants, whether by foot or mechanical means. **Pedestrians, cyclists, birds, animals and wild life shall at all times have the right of way on streets within the Estate. Vehicles shall be brought to a stop whenever necessary.**
- 8.12 Unlicensed drivers are not permitted to drive any vehicle, including golf carts, on the Estate.
- 8.13 Vehicles may not be parked in such a manner as to cause an obstruction to traffic.
- 8.14 Residents and/or occupiers shall register their golf carts with Status Mark.**

- 8.15 The golf carts mentioned in 8.14 above will clearly display the ERF/STREET NUMBER on the golf cart; and such ERF/STREET NUMBER shall at all times be visible from the outside.

## **9. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON AREAS/ COMMON PROPERTY**

- 9.1 An owner or occupier of a unit or erf shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common areas/common property.

## **10. APPEARANCE FROM OUTSIDE**

- 10.1 The owner or occupier of a unit or erf shall not, without the consent in writing of the Directors/trustees, place or do anything on any part of the common area/common property, his unit or erf including balconies, patios, stoeps, fences and gardens which is aesthetically displeasing or undesirable when viewed from the outside.
- 10.2 Application to install a satellite dish, TV antenna or air conditioning unit must be forwarded in writing for approval by the directors. Satellite dishes, TV antennas and air conditioning units are not allowed on balconies.

## **11. SIGNS AND NOTICES**

- 11.1 No owner or occupier of a section, unit or erf shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common area/common property, their unit or erf so as to be visible from outside the unit or erf without obtaining written consent from the directors/trustees.
- 11.2 Estate agent boards will not be permitted other than on "on show" days.

## **12. LITTERING**

- 12.1 An owner or occupier of a unit or erf shall not deposit, throw or permit or allow any rubbish, including dirt, cigarette butts, food scraps, builders rubble or any other litter whatsoever to be deposited or thrown on a common area/common property of the estate or designated Nature reserve.

## **13. LAUNDRY**



- 13.1 An owner or occupier of a unit or erf shall not, without the consent in writing of the directors/trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of their unit or erf or the common property so as to be visible from outside their unit or erf but than in a designated walled area identified as approved on their building plan.

#### **14. STORAGE OF INFLAMMABLE MATERIAL**

- 14.1 An owner or occupier shall not store any material, or do or permit any activity in his unit or on the common property which will or may increase the rate of the premium payable on any insurance policies as may be applicable to Sectional Title or sub-divided units.

#### **15. LETTING OF UNITS**

- 15.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 15.2 Should any owner let his property, he shall advise the HOA in writing that the property is to be leased. The Rules and Regulations shall form part of the lease pack and the Lessor shall bind the Lessee to adhere to such rules.
- 15.3 The owners or occupiers of any property within the Estate are liable for the conduct of their visitors, contractors, employees and tenants, and must ensure that such parties adhere to the Rules and Regulations.

#### **16. ERADICATION OF PESTS**

- 16.1 An owner shall keep his section, unit or erf free of white ants, borer and other wood destroying insects and to this end shall permit the directors/trustees, the managing agent, and their duly authorized agents or employees, to enter upon his unit or erf from time to time for the purpose of inspecting the unit or erf and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication of any such pests as may be found within the unit or erf, replacement of any woodwork or other material forming part of such unit or erf which may be damaged by any such pests shall be borne by the owner of the unit or erf concerned.

#### **17. BUILDINGS, STRUCTURES AND GARDENS**

- 17.1 An owner or occupier of a section, unit or erf shall maintain in a neat and tidy condition and in a state of good repair all buildings or structures erected on his section, unit or erf. Furthermore the owner shall establish where applicable and maintain a garden.

- 17.2 Properties must be maintained in a manner that is consistent with the standard and image of the Estate. Special attention must be given to cracked or broken window glass, plaster conditions and painting conditions of the property exterior, boundary walls and drive ways.
- 17.3 Garden fences/walls forming part of the streetscape should be maintained and painted where necessary.
- 17.4 No trees, plants or groundcover may be removed from the sidewalk without permission from the HOA Board. Planting should not obscure the vision of motorists. Structures such as fountains, rocks, large pots and planters may not be built or erected on sidewalks outside the stand boundary.
- 17.5 Residents are expected to maintain a high standard of garden and pavement maintenance.
- 17.6 Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, and if not maintained the HOA reserves the right to clean the stand at the owner's expense with prior notification.
- 17.7 No alien vegetation may be planted or transplanted.
- 17.8 Garden refuse may not be placed on the pavements, unless it is scheduled to be removed immediately.

## **18. CONDITIONS APPLICABLE TO SELF-CATERING ACCOMMODATION**

- 18.1 All self-catering accommodation establishments must be registered with the HOA.
- 18.2 The maximum number of bedrooms in one self- catering accommodation establishment and number of guests will be dealt with individually by the Board of Directors.
- 18.3 No facilities, eg. catering or meetings whatsoever may be provided by an establishment for guests non-residents of that establishment
- 18.4 Adequate onsite parking is to be provided: one bay per guest bedroom as well as parking for the permanent homeowner residents.
- 18.5 No parking in the street, or on other owner's property or common areas will be allowed.
- 18.6 No activities that may disturb the occupants of another dwelling will be tolerated.

- 18.7 The abovementioned conditions and any other rules of the HOA may not be contravened.
- 18.8 The Estate rules must be brought to the attention of the guests and a hard copy must be available in every guest room.
- 18.9 Tenants will not be allowed to operate a self-catering accommodation establishment.

