

## HOUSE RULES | ANNEXURE B

### BLUE BAY VILLAGE OWNERS' ASSOCIATION

#### 1. INTERPRETATION

1.1. In these rules, unless inconsistent with or otherwise indicated by the context —

1.1.1. “The association” means Blue Bay Village Owners’ Association

1.1.2. “The constitution” means the Constitution of Blue Bay Village Owners’ Association

1.1.3. “The exco” means the Executive Committee for the time being of the association or their alternates, as the case may be;

1.1.4. “The Village” means the whole of the land comprising Blue Bay Village situated on Portion 13 (a Portion of Portion 5) of the farm Pienaars Poort and which comprises a township area, sectional title and common areas;

1.1.5. “Village manager” means the person appointed to that office by the association;

1.1.6. “Member” means a member of the association;

1.1.7. “Owner” means the owner of an erf or sectional title unit forming part of the Village;

1.1.8. “Resident” means any person who is resident at the Village and includes owners and members of their family, their guests and tenants;

1.1.9. “Rules” means the rules as contained in this document;

1.1.10. “Vehicle” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;

1.1.11. Any reference to the singular includes the plural and *vice versa*;

1.1.12. Any reference to natural persons includes legal persons and *vice versa*;

1.1.13. Any reference to gender includes the other genders;

- 1.1.14. Words and phrases defined in the constitution bear corresponding meanings herein;
- 1.2. The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these rules, notwithstanding that it is only contained in the interpretation clause.
- 1.5. If any period is referred to in this agreement by way of reference to a number of days, the days shall be calculated **exclusively of the first** and **inclusively of the last day** unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.6. These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

## 2. INTRODUCTION

The Village has been developed to provide a gracious, comfortable and secure lifestyle for its residents. These rules have been adopted in accordance with the Constitution in order to ensure and promote such lifestyle. These rules are not intended to limit the lifestyle and/or investment of own residents, but rather to protect them and are binding equally on all residents. Accordingly, residents are not only bound by these rules but they are also protected by them. These rules are administered and enforced by the exco. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants) abide by these rules.

### 3. DOMESTIC REFUSE

- 3.1. All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road, except when placed in suitable plastic bags for purposes of collection by the local authority or waste collection contractors.
- 3.2. All of the requirements of the local authority with regard to the collection of refuse shall be complied with.

### 4. DOMESTIC ANIMALS

- 4.1. Unless written authority has been given by the association to any member only domestic animals posing no danger may be kept; which shall be limited to 2 (two) dogs per erf, provided that such domestic animals may be kept only by owners and not by tenants or guests.
- 4.2. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf. All domestic animals shall at all times bear a tag which shall reflect the name, telephone number and erf number of the relevant owner.
- 4.3. Only domestic animals, which in the sole opinion of the association pose no danger to residents, may be kept.
  - 4.3.1. The Village comprises a bird sanctuary and as such no cats may be kept.
- 4.4. No wild animals, reptiles, cattle or the like may be kept.
- 4.5. If animals are brought onto or found upon the Village contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either —
  - 4.5.1. Require the relevant owner to remove the animal from the Village; and thereafter, if another contravention described above occurs;
  - 4.5.2. Itself remove the relevant animal from the Village and to claim all costs so incurred from the relevant owner.

- 4.6. Dogs shall not be allowed on common property unless under strict control and on a leash. If any dog digs holes and/or otherwise damages common property or defecates on common property, the relevant owner shall be required to repair the damage and/or remove the faeces.

## 5. SECURITY

- 5.1. No vehicles or persons shall enter or leave the Village at any point except at the entrance gate other than in extraordinary circumstances and with the prior written consent of the association.
- 5.2. Visitors to the Village who are not members shall be required to sign the prescribed entry document stating that they will abide by both these rules and the Constitution
- 5.3. All vehicles entering and/or leaving the Village shall stop at the vehicle entrance.
- 5.4. No vehicle shall enter the Village 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. Such devices are issued for the personal use of the person to whom it is issued and shall not be shared with or used by or transferred to any other person.
- 5.5. All residents shall advise the guard on duty at the security gate of the identity and approximate time of arrival of any person to be admitted to the Village as an invitee of the resident concerned.
  - 5.5.1. If the security guard has not been advised of the arrival of any person in accordance with the provisions of this clause, the security guard may (but will not be obliged) endeavour to obtain authority from the relevant resident to admit the person concerned to the Village. If such authority is not obtained, the security guard will be entitled to refuse the person concerned access to the Village.
- 5.6. The right of admission to the Village shall be under the control of the association that may on any reasonable grounds deny any person access to the Village.

5.7. Other than those contained herein, the Village manager may from time to time furnish further rules in respect of security.

## 6. DOMESTIC AIDS

6.1. Residents' domestic aids are obliged to abide by these rules and the constitution. Residents are obliged to supply their domestic aids with copies of these rules and the constitution.

6.2. Residents are required to notify the association and provide full details of any domestic aids who reside on the Village.

6.3. Domestic aids not residing on the Village shall be required to sign the prescribed entry document with the security guard on duty at the security gate.

6.3.1. All residents shall advise security of the identity and approximate time of arrival of any domestic aid to be admitted to the Village.

6.3.2. If the security guard on duty has no record of the arrival of any domestic aid in accordance with the provisions of this rule, the security guard may (but will not be obliged) endeavour to obtain authority from the relevant resident to admit the person concerned to the Village.

6.3.3. If such authority is not obtained the security guard will be entitled to refuse the person concerned access to the Village.

## 7. TRAFFIC

7.1. The movement and control of traffic and pedestrians are subject to these rules and such further directives as may be made by the association with regard thereto.

7.2. Heavy deliveries are not permitted without the consent of the association on Sundays or public holidays nor before 07:00 and after 18:00 on weekdays nor before 07:00 and after 15:00 on Saturdays.

- 7.3. Motorized vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licenses.
- 7.4. A maximum speed limit of 40 (forty) km/ph shall apply provided that lower speed limits may be imposed by the association where it deems fit.
- 7.5. Animals and birds shall at all times have the right of way on and about the Village. Vehicles shall be brought to a stop whenever necessary.
- 7.6. The association may by means of appropriate signage designed give directions as to the use of roads or any portion of roads, common areas. Failure by any person to obey such signage shall constitute a contravention of these rules.
- 7.7. No person shall drive or ride any vehicle within the Village in such a manner that would constitute an offence under any traffic ordinance.
  - 7.7.1. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise and/or smoke are prohibited.
- 7.8. All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on any roads, vacant erven or other common areas and **may only be parked within those designated areas on the Village.**
  - 7.8.1. If any vehicle is found to be parked in contravention of this rule the Association will give notice to the relevant owner by way of the assigned preferred method and provide said owner twenty-four (24) hours to remove the contravening vehicle.
    - 7.8.1.1. If there is further non-compliance, the vehicle may be removed from the Village by the association. The relevant owner shall be responsible for all costs so incurred.
- 7.9. Notwithstanding the provisions of 7.8, day guests may park their cars on a temporary basis on the common ground in front of the erven visited by them, provided that they do not park in the street and that in so doing they do not cause any disturbance or obstruction to the flow of traffic. **Permanent parking in these areas is strictly prohibited.**

- 7.10. No helicopters or any means of aerial conveyance may be landed at the helicopter pad or any other part of the Village without the prior written consent of the association.
- 7.11. The driving of vehicles is confined to roads and driveways, provided that non-motorized vehicles may be used on those areas (if any) specifically designated by the association for that purpose.
- 7.12. The exco reserve the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps and pedestrian-crossings, that they in their discretion deem necessary.

## 8. OPEN SPACES AND ENVIRONMENTAL ASPECTS

- 8.1. The association shall be entitled to control all aspects of the environment on or about the Village including but not limited to the management and control of fauna and flora.
- 8.2. No person shall do anything or omit to do anything that may in the opinion of the association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by residents and their invitees.
- 8.3. Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 8.4. Camping and picnicking are prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Fires may not be lit on private erven other than in properly constructed braai/fireplaces designed for that purpose.
- 8.5. No person shall conduct any gardening and/or landscaping on common areas. No person shall (without the prior written authority of the association) pick or plant any flowers or plants on or about the common areas.

- 8.6. The association shall be entitled to prohibit or restrict access to any part of the Village in order to preserve the natural fauna and flora.
- 8.7. No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Village other than in self-defence. Hunting and trapping in any manner are strictly prohibited.
- 8.8. In order to effectively manage water resources, no borehole may be sunk on or about the Village without the prior written consent of the association. Notwithstanding the foregoing, the association may require residents to limit and/or cease the extraction of water from boreholes.
  - 8.8.1. For this purpose, the association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any resident fail to comply with any directive of the association pursuant to this clause, the association shall be entitled to seal the relevant borehole.

## 9. DAMS

- 9.1. No person shall launch any boat or craft of any description on any dam at the Village.
- 9.2. No water sport (including but not limited to scuba diving, fishing, spear fishing, windsurfing and the like) is permitted on or in any dam at the Village and no person shall enter any dam within the Village without the prior written consent of the association or, the Village manager.
- 9.3. No domestic animal shall be allowed to enter any dam.
- 9.4. No persons shall pollute or permit the pollution of any dam and/or lagoon and/or stream on or about the Village by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be unsightly.



## 10. LETTING AND RESALE

- 10.1. These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall —
- 10.1.1. furnish his tenant with a copy of these rules; and
  - 10.1.2. furnish the association with a copy off the relevant signed lease which shall be for a minimum period of 6 (six) months and which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.
  - 10.1.3. Members or their agents shall give the association prior written notice of any tenants or guests who are to occupy the member's residence in the absence of that member. Every tenant shall be required to register at the offices of the Village manager within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these rules and acknowledges that these rules are binding on him.
  - 10.1.4. If any tenant, guest, employee or other invitee of any member fails to comply with any of the provisions of these rules, the association shall be entitled to deny that tenant, guest, employee or other invitee access to the Village.
  - 10.1.5. Erven may be re-sold by owners only through the agency of Village agents approved of by the association, which Village agents shall be required to abide by such rules and directives relating to advertising, access to the Village, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Village. Erven may also be re-sold by owners through the association's approved agent who may not necessarily be a Village agent.

## 11. CONDUCT

- 11.1. No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designated for that

purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.

- 11.2. Fireworks are strictly prohibited.
- 11.3. No unauthorized persons are allowed on any erf where building operations are under progress.
- 11.4. No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the foregoing —
  - 11.4.1. burglar alarms must comply with any regulations which the association may make with regard thereto from time to time;
  - 11.4.2. all vehicles (including in particular but not limited to motorcycles and boats) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
  - 11.4.3. the use of noisy machinery power tools and the starting of boat engines in the open outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances. The starting of boat engines is allowed at designated launching site;
  - 11.4.4. all building work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the association from time to time for building contractors, unless written approval is given by the association for building operations to take place outside such hours;
  - 11.4.5. loud music and other undue noise must cease between 22:00 and 07:30.
- 11.5. In order to maintain the low density residential nature of the Village, no member or tenant shall accommodate or allow the accommodation of more persons in any residence than the maximum number determined in accordance with the following schedule:
  - 11.5.1. 2 (two) bedrooms - 6 (six) persons

- 11.5.2. 3 (three) bedrooms - 8 (eight) persons
- 11.5.3. 4 (four) bedrooms - 10 (ten) persons
- 11.5.4. 5 (five) bedrooms - 12 (twelve) persons

## 12. SYNDICATION OWNERSHIP

Syndication ownership of an erf forming part of the Village is limited to 10 (ten) natural persons, irrespective of whether the natural persons —

- 12.1. are registered co-owners of the erf; or
- 12.2. hold an interest in any legal entity which is the registered owner of the erf.

## 13. COMMERCIAL ACTIVITIES

- 13.1. The association is entitled to regulate all commercial activity on or about the Village. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Village without the prior written consent of the association, which consent shall not be unreasonably withheld.
- 13.2. Notwithstanding rule 13.1, the operation of a guesthouse is strictly prohibited.
- 13.3. No advertising board or signs, including business signage of any nature, may be displayed on or about the Village.
- 13.4. No door-to-door canvassing and/or selling is permitted.

## 14. BUILDING REQUIREMENTS AND CONSTRUCTION

- 14.1. The provisions of the constitution relating to the construction of buildings shall be strictly complied with.
- 14.2. Without limiting the generality of 14.1, no building or structure shall be erected on the Village unless the sketch plan submission requirements as set out in

architectural guidelines have been met and the plans, specifications and construction thereof comply with the architectural guidelines;

- 14.3. If the architectural guidelines are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of the architectural guidelines, the matter shall be determined by In-Line Architects (acting through any of its exco whose authority and/or appointment it shall not be necessary to prove) and failing them for any reason, by such other architects as may be nominated by the exco.
- 14.4. The association shall be entitled to direct the relevant owner to effect maintenance work on his home should the association deem such maintenance necessary.
- 14.5. The appointment of building contractors is subject to the prior written approval of the association, which approval shall not be unreasonably withheld.
- 14.6. Every building contractor shall be required to abide by such rules and regulations as may be made by the association controlling construction activities and to sign such prescribed undertaking as may be determined by the association with regard thereto. A building contractor will not be allowed to undertake any building work on the Village until such time as the undertakings referred to in this rule have been given.
- 14.7. Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the Village.
- 14.8. **Members shall be obliged to have completed the building of their houses within a period of 1 (one) year after the date on which the property was purchased.**

## 15. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 15.1. No person shall bring or permit any person to bring any substances onto the Village or permit the storage of any substances on the Village which may

constitute a fire hazard or a threat to the health of any of the residents or other person or which may result in the contamination of the Village.

## 16. LANDSCAPING AND POOL

- 16.1. All gardens and pools must be maintained by members to the standards required by the association. Should these standards not be adhered to, the association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the member therefore.

## 17. ELECTRICITY SUPPLY

- 17.1. The association shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity, but do not guarantee that same will always be maintained, and shall not be liable for damages, expenses or costs caused to members, tenants or guests for any interruption in supply, variation of voltage, variation of frequency, any failure to supply a balance three phase current or failure to supply electricity.
- 17.2. In no case shall the association be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lock out be on or outside the Village. The association shall further not be liable for any failure, variation or interruption of supply to members due to any failure, variation or interruption of the supply to it from ESKOM.
- 17.3. Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 17.4. The association does not undertake to attend to a failure of supply due to a fault in the electrical installation. When any failure of supply is found to be due to a

fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the association shall have the right to charge the member the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty reparation as aforesaid.

- 17.5. No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 17.6. No person, other than a person specifically authorized thereto by the association or Village manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 17.7. The association or Village manager may, with the required notice provided, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
  - 17.7.1. Notice in terms of Clause 17.7 must be provided to the Owner as follows:
    - 17.7.1.1. In writing, to his/her/they preferred method of contact;
    - 17.7.1.2. providing five (5) business days' notice of the above.
- 17.8. The association shall further not be held liable for any fluctuations in voltage caused by variations in municipal supply over which it has no control.
- 17.9. The members shall pay for the usage of electricity on a pay as you use basis. Electrical units will therefore be installed in each residential home at a charge determined from time to time by the association. Procedures, costs and all other aspects relating to the electrical system utilized on the Village shall be determined from time to time by the association and communicated to members by the Village manager.

## 18. FINES AND PENALTIES

18.1. The association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons on or about the Village and shall take such steps with regard thereto as it may deem fit.

18.1.1. The association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.

18.2. If any person contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the association in terms of these rules, the exco shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the association forthwith on demand.

18.3. The provisions of this rule are without prejudice to any other rights that the association may have in terms of the Constitution or at law.

## 19. ENFORCEMENT OF THE RULES

19.1. For purposes of the enforcement of any of the rules, the exco may –

19.1.1. take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the association;

19.1.2. take such other action, including court proceedings, as they may deem fit.

- 19.2. In the event of any breach of the rules by any member's tenants, or his guests, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the exco may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 19.3. In the event of any member disputing the fact that he has committed a breach of any of the rules aforesaid, a committee of 3 (three) members appointed by the Chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct.
- 19.4. Notwithstanding the foregoing, the exco may in the name of the association enforce the provisions of any rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

## 20. GUEST HOUSES

- 20.1. No owner in the Village shall be allowed to carry out the business of a guest house or related activity on his premises.
- 20.2. Nor shall any other person carry out aforesaid business in the Village, save for and except the following: Blue Bay (Pty) Ltd, the owner of Blue Bay Lodge or their successors in title will however, have the sole right to perform such functions.
- 20.3. Any owner who wishes to lease his premises for a period shorter than six (6) months has to enter into a contract with Blue Bay Lodge Pty Ltd, who will then administer the letting process through Blue Bay Lodge Guest House.

## 21. GENERAL RULES



21.1. The association shall have control of the use of all recreational and entertainment facilities and all other amenities on the Village and the exco shall have the right to levy charges for the use thereof.

21.2. **The use of the hotel's amenities, entertainment and recreation areas are reserved for the exclusive use of the hotel's guests.**

21.3. In general, where no specific rules have applicability, the exco reserves the right for the Village manager to make rules from time to time that he deems necessary. These rules to be approved by exco.

21.4. The exco reserve the right for the Village manager to amend these rules from time to time in such manner as he deems necessary.

#### RULES BLUE BAY VILLAGE

I certify that these Rules were adopted at a meeting of exco of Blue Bay Village Owners' Association held at \_\_\_\_\_ on

\_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

DATE: \_\_\_\_\_