

PEBBLE ROCK GOLF VILLAGE HOME OWNER'S ASSOCIATION'S

HOUSE RULES

1. Whenever the Directors consider that the appearance of any land or building vested in a member or members is such as to be unsightly or injurious to the amenities of the surrounding area, the Directors may serve notice on such member or members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition.
2. Every member/occupant shall maintain and keep the garden within his property in a neat, tidy and manicured condition, and in the event of such member failing to do so to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary to rectify the situation and to charge the member concerned.
3. Every member/occupant is obliged to maintain, trim and keep clean and tidy and manicure the area between the street and the boundary of his property.
4. Garden fences/walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.
5. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
6. Members shall ensure that declared noxious flora are not planted and do not grow in their gardens.
7. General refuse, garden refuse and refuse bags may not be placed on the pavement except if they will be removed within a period of 12 hours.
8. Members/Occupants are responsible to remove rubble dumped on their properties even if dumped by others.
- 9.1 Vacant stands must be kept clean, free of rubble and free of excessive weeds and/or vegetation or growth to the satisfaction of the Association.

- 9.2 Should Members fail to cut the grass on their vacant stand when requested to do so by the Association, then the Association/Directors may at its/their own discretion, take the necessary steps to clean the vacant stand and charge a fee of 50c per square metre, which amount shall be levied to the Members' account and shall be deemed to be a liquid amount owing to the Association.
10. Caravans, trailers, boats, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, are to be sited out of view and screened from neighbouring properties and streets.
11. Washing may only be hung on lines screened from the street and from neighbouring properties.
12. No business activity or hobby which cause aggravation or nuisance to fellow occupants and/or members may be conducted.
13. The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should take place in such manner as not to be heard on adjoining properties or any properties on the estate. Should you plan a party/function advise your neighbours and consider them.
14. The use of power saws, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between the following hours on Mondays to Saturdays: 07h30 – 18h00.
15. Parents are obliged to ensure that their children do not play on the Golf Course, in any dams, lakes, streams or any place which is not part of the estate. Please use caution with children in the streets.
16. Member's properties may only be used for residential purposes, no business of whatsoever nature may be conducted from any property. We accept that professional people use their residences as a part time office. No permanent office will be allowed.
17. The local authority bylaws relating to pets will be strictly enforced and applicable to all pets.
18. No person shall be allowed to keep more than two dogs and two cats on a property without the written approval of the Association. No poultry, pigeons, aviaries, wild animals or livestock shall be kept on a property.

19. Pets are not allowed to roam the streets.
20. Pets must be walked on a leash at all times.
21. Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
22. Every pet must wear a collar with a tag indicating the name, telephone number of its owner.
23. Stray pets without identifications tags will be apprehended and handed to the Municipal Pound.
24. The Association reserves the right to have a pet removed should it become a nuisance within the estate. The Association has an unfettered discretion in this regard, but will not exercise the said rights without first having directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.
25. No member shall be entitled to erect more than one residence on a stand.
26. No subdivision of any property shall be allowed. Consolidation will be allowed if approved in writing by the Board of Directors of Association.
27. It is a specific rule that full levies and charges shall be payable for each stand and if two stands are to be consolidated after the 1st of December 2008, which may not be done without the express written permission of the Association, two levies are payable provided that the consolidated levy shall only represent and entitle the registered owner of the consolidated erven to one vote.
28. Security rules and protocol at the gates and elsewhere in the township shall be adhered to at all times.
29. Any ID card system to be introduced by the Association and/or Pebble Rock Management for permanent workers, temporary workers and contractors must be conscientiously enforced and adhered to.
30. It will be a breach of these rules to abuse security personnel at the gatehouse and/or in the estate under any circumstances.

31. The security centre at the gatehouse should be advised in advance of the pending arrival of visitors. Contact numbers (012) 808 5070 / 079 369 0088
32. Members are obliged to request visitors to adhere to security protocol at the gatehouse and owners are requested to treat the security personnel in a co-operative and courteous manner.
33. Only permanent domestic workers and gardeners registered at the security office and/or Association will be allowed to enter and exit on foot.
34. Members are obliged to ensure that contractors in their employment adhere to and are informed of these rules, the security protocol at the gatehouse, security stipulations, the Contractors Code of Conduct and the terms and conditions set out in the Association's standard building agreements;
35. Members' contractors and any employee working in the estate shall be submitted to a security clearance at the discretion of the Association at any stage and all entrances shall be security controlled if necessary.
36. It is preferred that burglar alarm systems acquired by residences be compatible with the electronics of the estate's security system.
37. The streets of the Estate are intended for vehicle and pedestrian traffic by all occupants. Drivers of motor vehicles do not have a preferential right of use, and are obliged to afford all other users of streets an equal right of use.
38. The speed limit is restricted to 40 km per hour.
39. **SHOULD A MEMBER WISH TO SELL OR LEASE HIS PROPERTY, ONLY AN ACCREDITED ESTATE AGENT MAY BE SELECTED TO PROCURE THE SALE OR LEASE. THE MEMBER IS OBLIGED TO ENSURE THAT THE AGENT IS IN POSSESSION OF A COPY OF THESE RULES AND ALSO BINDS HIMSELF THERETO. THE ACCREDITED AGENT MUST ALSO ENSURE THAT THE PURCHASER / LESSEE IS INFORMED ABOUT AND RECEIVES A COPY OF THE ARTICLES OF ASSOCIATION AND THESE RULES OR ANY OTHER ADMINISTRATIVE REGULATIONS APPLICABLE AT THE TIME. THE AFOREMENTIONED OBLIGATIONS ALSO APPLIES TO A MEMBER ATTENDING TO THE PRIVATE SALE OR PRIVATE LEASE OF HIS PROPERTY.**

40. Accredited estate agencies and estate agents shall be liable to pay a yearly accreditation fee to the Association which fee shall be determined by the Association or its directors from time to time.
41. Agents may only visit the property by appointment with an owner and must personally accompany a prospective purchaser or lessee.
42. The Association shall be responsible for maintenance of all internal streets, streetlights, water reticulation, water reservoir, security network, sewerage network and sewerage works as well as for refuse removal.
43. The Association may enter into an agreement with a managing agent or any member for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.
44. The Directors may delegate such of their powers to a managing agent as they may determine.
45. The managing agent may delegate any of its powers so delegated to him, or any power accorded to him, to any person nominated by him for the purpose, and any reference to the managing agent shall be deemed to include a reference to any such nominee subject thereto that the Board of Directors consent thereto.
46. All building plans shall comply with the Architectural Guidelines applicable to the Estate.
47. All building plans must be approved by the appointed architect of the Association before any building operations may commence, including any additions and alterations.
48. No building activities or site cleaning may commence without the written consent of the managing agent on behalf of the Association.
49. Contractor's activity is only allowed during the following hours:

between 06h00 – 17h00 on normal weekdays, and

between 07h00 – 14h00 on Saturdays.

These times are called "public times"

NOTE: No contractor activity is permitted on Sundays and public holidays without special prior written permission from the Association, as these days are viewed as private time.

50. All the contractor's workers and/or the contractor's sub-contractor workers must enter and exit the estate in a permitted vehicle.
51. It is incumbent on the contractor to provide proper toilet facilities for workers before any building or cleaning of the building site may commence.
52. No watchmen shall be allowed on any building site.
53. Building material may under no circumstances be dumped on the sidewalks or other open spaces in the estate. Every property owner shall ensure that his appointed building contractor furnish rubbish containers and, at all times, shall keep the premises free from accumulation of rubbish and building refuse caused by construction. The Association shall charge the property owner for any clean-up of a contractor's building area.
54. The contractor shall ensure that the workers use the rubbish containers and remove the rubble on a weekly basis. Rubble shall not be burned on site.
55. Each Member shall ensure that his building site is reasonably tidy and free from rubble and other building material, which may be unsightly, during the construction phase of the dwelling. Failure to adhere to a written notice from the Association and to comply therewith may result in the Directors imposing a fine of R2000.00 per month for each month, or part thereof, in which the Member does not adhere to the notice.
56. Where materials are offloaded by a supplier, on or partly encroaching, onto the pavement or roadway, the materials must be moved onto the site by the contractor as soon as possible. No material must be allowed to remain on the roadway or pavement and it is the contractor and owner's responsibility to clear the pavement and/or roadway of any such materials. The same applies to sand and/or rubble that have been washed or moved onto the road during building operations.
57. Deliveries from suppliers must be scheduled in public times only.
58. The owner and the contractor shall be responsible for any damage to streets and/or kerbs within the estate and/or any other damages caused within the estate.

59. Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the Association may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.
- 60.1 Members shall commence construction on their Properties within 3 (three) years after registration of first transfer of the Property from the Developer or by no later than 30 June 2009, whichever occurs last.
- 60.2 Notwithstanding the provisions of rule 60.1 above, Members who took transfer of their Properties from an owner other than the Developer, shall commence construction thereon within 1 (one) year after registration of the said transfer or by no later than 30 June 2009, whichever occurs last.
- 60.3 Should any Member fail to comply with the provisions of rules 60.1 or 60.2, as the case may be, the Association shall impose for the first six (6) months after 30 June 2009 one and a half (1 ½) of the amount of levies due by such Member for each month for which the Member is in breach of the provisions of the aforementioned rules. Thereafter, in other words from 1 January 2010 the Association will impose double the amount of levies until such time as the Members commence with building construction.
61. The construction of dwellings shall be completed within 12 (TWELVE) months from date of commencement, failing which the Association shall impose double the amount of levies due by such member.
62. Members shall not be entitled to erect a residence of which the square meters of the house and any outbuildings are smaller than stipulated in the Architectural Guidelines.
63. Building plans pertaining to any additions and alterations to existing structures must be approved by the appointed architect of the Association or its directors.
64. Chemical toilet facilities must also be provided before any amendments or improvements commences.
65. No member ceasing to be a member of the Company for any reason shall (nor shall such member's executors, curators, trustees or liquidators) have

any claim upon or interest in or right to the funds or any other property of the Association.

66. The Association may claim from any member or his estate any arrear levies and interest thereon or any other sums due by him to the Association at the time of him ceasing to be a member.
67. Every member of the Association hereby waives any right he may obtain against the Association to claim any damages incurred by virtue of damage to or loss of property or from personal injury of the member occasioned while anywhere in the Estate. Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest, building contractor or invitee.
68. No member shall let or otherwise part with his property without the written consent of the Association.
- 69.1 Members shall on request furnish to the Association details of their:
 - Residential address (which shall be a member's chosen *domicilium citandi et executandi* for the service of all processes)
 - Postal address
 - Home and work telephone numbers and fax numbers
 - Cellular phone numbers
 - E-mail addresses

which addresses and contact details shall be noted in the membership register.

- 69.2 Should Members fail to furnish the Association with an address as set out in House Rule 69.1, such Members shall be deemed to have accepted their *domicilium* at the address:
 - 69.2.1 of the property or any one of the properties the Members own in the Estate; alternatively
 - 69.2.2 the Association will appoint a tracing company to trace the Members residential and/or work address, the costs for which the Member will be held liable and which traced address shall then be deemed to be the Members *domicilium* address;

The addresses as referred to in 69.2.1 or 69.2.2 will be noted in the register of members.

- 69.3 The Association and/or its directors may use any of the addresses set out in rule 69 (1) and 69 (2) to send correspondence and notices to Members.
- 69.4 It is the responsibility of Members to ascertain from the Homeowners' Association, the levy amount payable should Members not receive their levy account on or before the 5th of the month to enable Members to effect payment thereof timeously.
70. The Association shall be entitled to levy as a liquid amount to Members levy accounts the charges, costs and/or expenses pertaining to but not limited to refuse removal, sewage, rendering of water services, levies, penalties, fines, cutting of grass on vacant stands and the removal thereof and any other charges deemed necessary.
71. Levy accounts shall be paid in advance on or before the 7th day of each and every month.
72. The Association shall be entitled, at its sole discretion, to allocate any payments received from Members in respect of their levy accounts, towards either accounts handed over for collection (arrears) or current accounts outstanding as, they deem fit.
73. It is the responsibility of Members to furnish the Homeowners' Association with their addresses and contact details should their details change or should the Association request same. Failure to do so, may at the discretion of the Directors, result in a fine being imposed on such defaulting Members.
74. The provision of these rules shall be binding upon all members, lessees of properties and their families, visitors and servants and on all persons occupying any property, through or under any member, whatever the nature of such occupation.
75. Should a member or occupant or any of the persons mentioned in rule 74 fail to comply with any of the above rules, the Association shall be entitled to carry out the necessary work (or have it done) and to claim payment of its expenditure as a liquid amount from the owner.

Signed at _____ on this the _____ day of _____ 2009

(Purchaser)

