 PINNACLE POINT ESTATE BEACH GOLF HERITAGE	Author:	PPHOA	Effective Date:	01/10/2010
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HOUSE RULES

MADE IN TERMS OF THE ARTICLES OF THE HOME OWNERS ASSOCIATION



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HOUSE RULES

MADE IN TERMS OF THE ARTICLES OF THE PINNACLE POINT HOME OWNERS ASSOCIATION

1. DEFINITIONS


- 1.1 In these House Rules, unless it appears to the contrary, either expressly or by necessary implication the words and expressions as defined in the Articles of Association of the Homeowners Association, shall bear the same meaning in these House Rules as in the said Articles of Association. The Home Owners Association will hereafter be referred to as the PPHOA.
- 1.2 Any person who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached those House Rules and will be liable for payment of the penalties laid down in terms thereof.
- 1.3 The Association may delegate any of its powers in terms of the aforesaid House Rules to a PPHOA, upon such terms and conditions as it may deem fit.
- 1.4 The PPHOA may delegate any of its powers so delegated to him, or any power accorded to him in terms of these House Rules, to any person nominated by him for the purpose, and any reference to the PPHOA shall be deemed to include a reference to any such nominee.

2. DOMESTIC REFUSE

- 2.1 The refuse removal will be co-ordinated by the Association and will be as follows:-
 - 2.1.1 Refuse to be left outside in wheelie bin by 8h30 on day of collection.
 - 2.1.2 Residential & Fynbos refuse will be collected on a Monday and Friday.
 - 2.1.3 Villas and Lodges will be collected on a Monday, Wednesday and Friday. Villas - please place refuse in the wheelie bins distributed near your Block
- 2.2 No person shall keep any refuse within or outside his unit, except in specified containers and in such places as may be specifically set aside therefore, of as may be approved by the PPHOA from time to time.
- 2.3 Where, in the opinion of the PPHOA, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the PPHOA may give the person wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 2.4 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 2 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty not exceeding R500.00 (Five Hundred Rand).

3. DOMESTIC ANIMALS

- 3.1 Domestic animals or house pets (dogs not cats) may be kept at Fynbos and Residential subject to the Rules and Regulations imposed by the Association from time to time, provided that no domestic animals will be allowed on the course and beaches.
- 3.2 Walking of dogs on the estate will be allowed, however the dogs are to be kept on leashes and at all other times, animals are to be confined to the boundaries of the erf.
- 3.3 Owners who walk their dogs are to clean up any feces that the animals leave behind.

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3.4 Slaughtering of animals for religious and cultural purposes will not be permitted.

4. SPECIFIC RULES

4.1 No member may make any alterations, additions or extensions to the exterior or any unit without prior written consent of the Board of the Association.

4.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purpose. Any such items placed in any other place may be impounded by the PPHOA who may invoke the penalty set out in clause 4.13 hereunder.

4.3 Whenever the PPHOA is of the view that the behavior of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behavior. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules. No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 22h00 on any particular day.

4.4 Keeping of inflammable substances will be limited for domestic use only and in such quantities as may be reasonably required.

4.5 The statutory records and books of account of the Association shall be open for inspection at the offices of the PPHOA during working hours

4.6 A Member may introduce a guest to his residence, provided that no such guest may be present in such residence – unaccompanied by his host – for a longer period than 30 (thirty) consecutive days in a calendar year, including the days of arrival and departure and provided further that such guest shall be bound by the Articles of Association of the Association, these House Rules, the rules and regulations of the Golf Club and any by-laws made thereunder, which the member shall be obliged to bring to the attention of his guest.

Should the member require a deviation from this Rule, the permission of the Association should be sought, which permission will not be unreasonably withheld if the following conditions have been adhered to:

- a lease agreement has been submitted to the Association for approval prior to taking occupancy of the house;
- the member will remain accountable for the behaviour of his guests;

4.7 Any guest in a Member's home is entitled to Member's guest privileges on the development.


4.8 No house may accommodate more than two people per bedroom at any given time (i.e. more than 4 people per 2-bedroomed house, no more than 6 people per 3-bedroomed house, no more than 8 people per 4-bedroomed house, etc). A bedroom shall mean a room indicated as a bedroom on the plan of the house approved by the Association.

4.9 No home on the development may be used for any purpose other than a residential property, i.e. no home may be used for business purposes.

4.10 No person shall let, alternatively advertise, his unit for occupation or otherwise part with occupation of his unit, whether temporarily or otherwise, unless:

4.10.1 The Association has consented in writing to the letting of the unit, which consent shall not be unreasonably withheld;

4.10.2 A written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;

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4.10.3 It is a condition of such lease that the tenant binds himself to observe the rules of the Association;

4.10.4 The tenant acknowledges in such lease that he does not acquire the privileges of membership of the golf club. The tenant will be allowed to make use of the facilities as an unaccompanied member's guest and will pay the relevant rates applicable thereto.

4.11 No member shall operate or conduct a timeshare scheme as contemplated in the Time-Sharing Act No. 75 of 1983 in respect of any units owned by him, save where such scheme arises from co-ownership or syndication approved by the PPHOA.

4.12 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 4 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty up to R10 000.00 (Ten Thousand Rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.

5. SPORTING FACILITIES OF THE GOLF CLUB

Rules relating to booking procedures, tariffs, dress, behaviour, relative to various sporting / recreation facilities, being the golf club, golf course, tennis courts, swimming pools, gym and other recreational / sporting facilities, are set out in the golf club rules and regulations, which will be available from the PPHOA's offices and shall form an integral part of these House Rules.

6. TRAFFIC

6.1 No vehicles shall enter or leave the development at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the PPHOA.

6.2 All vehicles entering the development shall stop at the said vehicles entrance.

6.3 No vehicle shall enter the development unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such members to operate the vehicle entrance gate themselves.


6.4 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.

6.5 Golf carts shall be driven only by persons who are in possession of a valid drivers license.

6.6 Golf carts shall not be driven closer than ten meters to greens or tees and shall be driven in and upon drier areas of the course only. Golf carts are to be driven straight up and down slopes and not laterally across slopes.


6.7 No privately owned golf carts are allowed on the development without prior approval and registration with the Association.

6.8 No person shall drive any golf cart or vehicle on any road within the development at a speed in excess of 10km per hour on golf cart driveways and 30 km per hour on roads.

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If considered necessary or desirable to do so, the Association may impose temporary or permanent speed limits lower than referred to above upon such golf cart driveways and roads or portion thereof as it may deem fit.


- 6.9 In the event of the Association imposing a speed limit upon any golf cart driveway or road, or portion thereof, it shall erect at the commencement of such area of road, a sign setting up such lower speed limit and such lower speed limit shall apply upon that road for the length thereof, until a further sign erected by the Association removes such lower speed limit.
- 6.10 No person shall drive any golf cart at any place within the development, except:
- 6.10.1 upon any golf cart driveway in the development;
 - 6.10.2 upon any driveway within a residential erf;
 - 6.10.3 upon the golf course itself and upon any road or track not referred to above, especially designated by the Association as being for vehicular use, on a plan of the development to be posted in the office of the PPHOA for general information, and by means of appropriate signs.
- 6.11 Drivers of golf carts shall at all times give fair consideration to each other and utilize the lay-byes provided for purposes of passing other golf carts using the golf cart driveways in the development.
- 6.12 Pedestrians shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 6.13 The Association may, by means of appropriate signage, designed specifically for the development, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit and any failure by any person to obey the same and give effect thereto, shall constitute a contravention of these House Rules.
- 6.14 Vehicles having a gross vehicle weight in excess of ten (10) tons, shall not be permitted to enter the development, except with the consent of the PPHOA who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 6.15 No person shall drive or ride any vehicle in the development in such a manner that would constitute a contravention of these House Rules.
- 6.16 No person shall store, park or leave unattended by such person competent to drive such golf cart or vehicle in any place in the development, except:-
- 6.16.1 in a structure designed for the use of a golf cart barn or golf cart garage or carport;
 - 6.16.2 in any area designated for the purpose by the Association by means of any appropriate sign or lay-bye designated as such by means of any appropriate sign;
 - 6.16.3 Where lines are marked on the surface of any parking area demarcating parking spaces within that area, no golf cart or vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
 - 6.16.4 No person shall, within the development, park or store any caravan, boat, truck or lorry, except with the consent of the Association in a place designated for the purpose;
 - 6.16.5 No helicopter or any means of aerial conveyance may be landed at any place without the authority of the Association.

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- 6.17 For the purposes of these House Rules, 'vehicle' shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.
- 6.18 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in Section 6, in the sole discretion of the Association he shall be liable to a penalty up to R10 000 (Ten Thousand Rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.

7. OPEN SPACES

- 7.1 No person shall use or conduct himself upon such open space within the development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 7.2 No persons shall use any open space within the development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the development.
- 7.3 No persons shall discard any litter or any nature whatsoever at any place in the development other than in such receptacles and in such places as may be set aside for the purpose designated as such by the Association.
- 7.4 No camping shall be permitted.
- 7.5 No fire shall be lit anywhere in the development, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 7.6 No person shall anywhere in the development disturb, harm, destroy or permit to be disturbed, harmed or destroyed, any wild animal, reptile or bird.
- 7.7 No person shall anywhere in the development, disturb, harm, destroy, or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association. No person shall indulge in gardening or landscaping upon property in the development, without the express prior agreement of the Association or PPHOA in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorized thereto by the PPHOA or the Association, pick or plant any flowers or plants in the development and, in particular, around the various properties.
- 7.8 Subject to any law including. Without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No. 73 of 1989, or any permit granted under or in terms of the said Act or the Environment Conservation Act No. 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the PPHOA.
- 7.9 No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the Association.
- 7.10 For purposes of section 7.1 to 7.8 above, 'open spaces' shall mean any area in the development not covered by a building.
- 7.11 Except insofar as the discharge of firearms might be linked to some authorized sporting activity within the development, no person shall anywhere in this development discharge any airgun or pistol.
- 7.12 In the event of person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in section 7, in the sole discretion of the Association, he shall be liable to a penalty up to R10.000 (Ten Thousand Rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.


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8. ELECTRICITY SUPPLY

- 8.1 The Association or the PPHOA shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to its consumers a constant supply of electricity, but do not guarantee that the same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply, variation of voltage, variation of frequency, any failure to apply a balanced three phase current or failure to supply electricity, unless the said interruption or failure is due to the negligence of the Association and the PPHOA failing to carry out its obligations aforesaid.
- 8.2 In no case shall the association and the PPHOA be liable for any failure, variation or interruption that may be due to the injury or destruction of the building or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes or workmen or lockout by employers, whether such strikes or lockout be on the premises of the PPHOA or on the premises of any agents of the PPHOA, or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for the PPHOA or its agents. The PPHOA or the Association shall further not be liable of any failure, variation or interruption of supply to the consumer due to any failure, variation or interruption of the supply to it from the supply authority or Eskom.
- 8.3 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.
- 8.4 The Association and the PPHOA do not undertake to attend to a failure of supply due to a fault in the electrical installation, except when such failure is due to the operation of the service protective device. 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 or the PPHOA shall have the right to charge the consumer 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 and charge for such fault or faulty reparation as aforesaid.
- 8.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protective device or mains supply.
- 8.6 No person, other than the person specifically authorized thereto by the Association or PPHOA 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.
- 8.7 The PPHOA may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes.
- 8.8 The PPHOA shall further not be held liable for any fluctuations in voltage caused by variations in the municipal supply over which it has no control.
- 8.9 The meter(s) shall be read on a monthly basis by the Association, and this account rendered to the owner as part of the monthly charges.

9. LANDSCAPING

- 9.1 The garden service for communal areas on the Estate is included in the levies. A garden service through one of the approved Landscapers is available for Residential and Fynbos, which cost will be for the members' account.
- 9.2 All gardens must be maintained to the standards required on the development. Should it not be adhered to, the Association will employ the above garden service and charge the homeowner therefore.

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10. ACCOUNTS

- 10.1 Members' accounts will be submitted for settlement via direct debit or at the end of each and every month.
- 10.2 Interest will be charged on all outstanding accounts after 30 days. Any account in arrears by 60 days will be handed over for legal action, which cost will be for the member's account. The Association has the right to suspend all services and member privileges as provided in the Articles of Association.

11. SECURITY

- 11.1 No person shall do anything which is, or might be, prejudicial to the security of other members/residents within the development and members are to report incidents affecting security to the PPHOA.
- 11.2 In order to facilitate security measures within the development, all persons shall report their arrival and departures to the Association.
- 11.3 Access to the residential properties will be controlled at the entrance gate by Security. Security should be kept informed of the arrival and departure of all guests who will visit residents.
- 11.4 Security will have the right not to grant access to visitors if the resident is not aware of the arrival of such visitor.