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HOUSE RULES
MADE IN TERMS OF THE
MEMORANDUM OF INCORPORATION
OF THE
HOME OWNERS ASSOCIATION

(“The Association”)

INTRODUCTION

Pinnacle Point Estate has been designed to provide a gracious and secure lifestyle for its residents and guests as well as members of the Pinnacle Point Golf Club. To protect and enhance this lifestyle, House Rules have been established in terms of the Memorandum of Incorporation of the Association to also ensure that all residents on the Estate lives together reasonably and harmoniously without interfering with one another’s enjoyment and to the benefit of all.

These rules are deemed to be reasonable and binding on and apply equally to all person’s resident at or visiting Pinnacle Point Estate. Members shall ensure that their households, tenants, visitors, invitees and all their employees and contractors, which include tradespersons and suppliers, are aware of, and abide by, the House Rules. Tenants have the same responsibility in respect to their households, visitors, invitees and employees and contractors. To be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction to the benefit of all. The Rules are considered The House Rules may be modified, amended or repealed from time to time subject to the procedures laid down in the Memorandum of Incorporation.



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HOUSE RULES

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1. INTERPRETATION

- 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 Memorandum of Incorporation of the Homeowners Association, shall bear the same meaning in these House Rules as in the said Memorandum of Incorporation. 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.
- 1.5 Where there is a conflict between the House Rules of the Association and the Club Rules of the Golf Club, the House Rules of the Association shall prevail.
- 1.6 In the event of any conflict between the provisions of these Rules and the provisions of the MOI, the provisions of the MOI shall prevail.

2. CONDUCT RULES


Please note the fines schedule for 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.

- 2.1 Directors, managers, members and staff of the Association shall be treated courteously and with due respect.
- 2.2 Drunk or disorderly conduct in any communal area of the Estate is not allowed.
- 2.3 Slaughtering of animals for religious and cultural purposes will not be permitted.
- 2.4 Residents shall maintain a high standard of garden, golf course frontage and road reserve (sidewalk) maintenance.
- 2.5 Members may not encroach upon the cadastral boundaries of the erf of their Units with any construction and/or landscaping. Any encroachment onto common areas will be summarily removed by the Association at the cost of the offending Member.
- 2.6 The use of fireworks, in any manner whatsoever, within the Estate is strictly prohibited.
- 2.7 In accordance with the rules of the South African Aviation Authority, Remotely Piloted Aircraft Systems (RPAS) such as drones, hovercrafts or any other remote-controlled flying objects such as Model Aircraft may not be operated in the Estate. Toy Aircraft (designed and intended for use in play by children) may only be operated in the Estate for

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recreational purposes without causing a nuisance or endangering other residents, must be no more than 30 grams in weight, and may not possess photography, videography or surveillance capabilities. No aircraft may be flown or remotely operated within 50m or closer from any person or group of persons (such as sports fields, public roads, social events) or any property or any game in the nature reserve. The Association reserves the right to impose further limitations at its discretion on the use of these flying objects in terms of reasonable community-based safety guidelines. Drones for commercial use such as specialized aerial services, professional photography/videography, land surveying, game counting or other defined purpose may only be used with the prior written consent of the Association.

- 2.8 Use of any communal areas, including the clubhouse complex, golf course, play parks, swimming pools and game reserve, is entirely at own risk at all times.
- 2.9 The Association shall entertain no claims for damages of whatsoever nature or from whatsoever cause arising from golfers, golf balls or fauna.
- 2.10 Members shall ensure a vacant dwelling is properly locked, ensure pool safety and maintenance, properly control and maintain electrical and water services and properly maintain the exterior, garden, failing which, the Association reserves the right to maintain any aspect of the Unit at the Member's expense payable on demand.
- 2.11 In the case of incomplete dwellings or completed dwellings that is in a poor state of repair, the Association may at any time assess the situation on the dwelling from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any deficiency identified in terms of the assessed situation to ensure compliance with the Rules. The Member concerned will be responsible for all costs in this regard payable on demand.
- 2.12 No advertising is allowed in the Estate or at its entrances unless specifically authorised by the Association.
- 2.13 No burning of rubbish in the Estate is permitted.
- 2.14 No vandalism of whatsoever nature is permitted.
- 2.15 The refuse removal will be coordinated by the Association and will be as follows:-
 - 2.15.1 Refuse to be left outside in wheelie bin by 8h30 on day of collection.
 - 2.15.1 Residential & Fynbos refuse will be collected on a Monday and Friday.
 - 2.15.3 Villas and Lodges will be collected on a Monday, Wednesday and Friday. Villas - to place refuse in the wheelie bins distributed near your Block
- 2.16 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.
- 2.17 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.
- 2.18 Keeping of inflammable substances will be limited for domestic use only and in such quantities as may be reasonably required.
- 2.19 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.


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- 2.20 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.
- 2.21 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 been in breach of 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. Any suspected violations should be reported to the Estate's Security Department for investigation and response.
- 2.22 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 Lodges, Residential and Fynbos, which cost will be for the members' account.
- 2.23 All gardens must be maintained to the landscaping plan as approved for each residential property. All plant Planted within the Estate must comply with the approved Landscaping guidelines for the Estate. A copy which is available from the HOA offices. Should it not be adhered to, the Association will employ the above garden service and charge the homeowner therefore.

3. ANIMALS

Please note the fines schedule for 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 3 of these House Rules.

- 3.1 All domestic animals are to be kept and retained within the erf boundaries as covered in the Municipal by-law under section 156(2) of the constitution. All stray/unaccompanied domestic animals found outside residential erf boundaries will be removed from the Estate at the cost of its owner.
- a) No new, alternative, replacement or additional cats may be brought onto the Estate;
 - b) All cats kept by Residents must be registered with the Association on or before 31 March 2019;
 - c) It is the responsibility of the Owner to ensure that the cat is fitted with a bell at all times. Cats found wandering without a fitted bell will immediately be removed from the Estate;
 - d) It is also the responsibility of the Owner, on whose property the cat is kept to ensure that the cat is easily identifiable, either by collar and name tag, electronic pet tag, or other acceptable method;
 - e) In order to register a cat with the Association the following will have to be provided:
 - f) The Owner on who's property the cat is kept; full name, identity number, physical address, telephone number and e-mail address;
 - g) The name to which the cat reacts, a written detailed description of the cat and a clear full colour photograph of the cat;
 - h) written proof of vaccination of the cat where any such vaccination is legally required;
 - i) photocopy or photograph or description of the tag used by which the cat can be readily identified.
- 3.2 Domestic animals shall only be kept with the written approval of the Association. A photograph of the animal must be provided to be kept on file for identification purposes. Members must erect a suitable enclosure that conforms to the Architectural Guidelines and Controls to prevent the domestic animals from straying off the property.
- 3.3 Walking of dogs on the estate will be allowed, however the dogs are to be kept on leashes. At all other times, animals are to be confined to the boundaries of the erf. Owners who walk their dogs are to clean up any feces that the animals leave behind.


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- 3.4 All domestic animals shall be tagged and display the Member’s name and telephone number.
- 3.5 Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties on the Member concerned and/or procure its removal from the Estate and recover any costs so incurred from such Member concerned, without prejudice to its rights to recover any penalty imposed.
- 3.6 Dogs are not permitted to be walked on the Golf Course during normal playing hours as determined by the Golf Club from time to time.
- 3.7 No outside aviaries are permitted on the Estate.

4 LETTING / RESALE AND OCCUPATION RULES

Please note the fines schedule for 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 4 of these House Rules.

- 4.1 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 Memorandum of Incorporation 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.
- 4.2 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 behavior of his guests;
- 4.3 Any guest in a Member’s home is entitled to Member’s guest privileges on the development except on the Golf Course.
- 4.4 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
- 4.5 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.
- 4.6 No person shall let, alternatively advertise, his unit for occupation or otherwise part with occupation of his unit, whether temporarily or otherwise, unless:
 - 4.6.1 The Association has consented in writing to the letting of the unit, which consent shall not be unreasonably withheld;
 - 4.6.2 A written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;
 - 4.6.3 It is a condition of such lease that the tenant binds himself to observe the rules of the Association;

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4.6.4 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.

- 4.7 The tenant acknowledges that any violation of the HOA rules will automatically constitute a breach of the lease agreement. The owner of the rented property will in such a case be required to take corrective action, including eviction of the tenant if appropriate.
- 4.8 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.
- 4.9 Only an estate or property agent registered by the Association may be employed in the sale or letting of any property at Pinnacle Point Estate, which registration be withdrawn by the Association in its discretion.
- 4.10 Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever and they must personally accompany prospective buyers or tenants onto the property.

5 GOLF COURSE, RECREATIONAL AND SPORTING FACILITY USAGE RULES

Please note the fines schedule for 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 5 of these House Rules.

- 5.1 The golf course and clubhouse are there to be enjoyed by everyone, golfers and non-golfers alike. The Codes of Conduct for these facilities as published by the Association must be strictly adhered to at all times. The Association reserves the right to suspend or cancel membership of the Golf Club and/or patronage of the Clubhouse in the event of persistent breach of the Codes of Conduct.
- 5.2 The in-bounds (playing) areas of the golf course may not be used by any person while golfers are in play.
- 5.3 For safety reasons, non-golfers may not walk, jog, ride a bicycle or drive carts across the golf playing areas of the course during golfing hours.
- 5.4 Users who walk, jog and cycle on the course cart paths do so entirely at their own risk.
- 5.5 Collection of golf balls in and amongst the fynbos is totally prohibited.
- 5.6 Access to the golf course to play golf will only be granted after registering at the Pro Shop prior to play.
- 5.7 No golfer may start to play golf on any hole other than the 1st or 10th, and only after having registered at the Pro Shop for play.
- 5.8 No golfer may trespass on the private property of residents for any reason including retrieving golf balls.
- 5.10 Golf practicing is limited to the designated range and practice facilities during the designated times only. No practicing is allowed anywhere on the course at any time.
- 5.11 Playing golfers enjoy priority on the golf course at all times


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- 5.12 Occupants of Units adjacent to the golf course should exercise extreme caution when inside their gardens to avoid injury from golf balls in errant flight.
- 5.13 Instructions from marshals and security officials must be obeyed at all times.
- 5.14 After golfing hours residents are welcome to use the course for recreational activities such as walking, jogging, cycling, or exercising pets on a leash provided that no activity may be undertaken that may potentially damage the course.
- 5.15 No activity may be undertaken closer than fifteen meters to any green, tee box or sand bunker. Greens are the finely mowed and manicured areas where golfers finish every hole, indicated with flag sticks in the cups. Therefore, nobody except a golfer during official play is allowed on a green, tee box or in sand bunker.


6 TRAFFIC/PEDESTRIANS

Please note the fines schedule for 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 6 of these House Rules.

- 6.1 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.
- 6.2 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.
- 6.3 All vehicles entering the development shall stop at the said vehicles entrance.
- 6.4 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.
- 6.5 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.
- 6.6 Golf carts shall be driven only by persons who are in possession of a valid driver's license, subject to any rules that are published in this regard.
- 6.7 Golf carts shall not be driven closer than fifteen 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.
- 6.8 No privately-owned golf carts are allowed on the development without prior approval and registration with the Association.
- 6.9 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.
- 6.10 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.

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- 6.11 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.
- 6.12 No person shall drive any golf cart at any place within the development, except:
- 6.12.1 upon any golf cart driveway in the development;
 - 6.12.2 upon any driveway within a residential erf;
 - 6.12.3 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.
- 6.13 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.
- 6.14 Pedestrians, animals, birds and wildlife shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable them to enjoy such right of way.
- 6.15 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.
- 6.16 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.
- 6.17 No person shall drive or ride any vehicle in the development in such a manner that would constitute a contravention of these House Rules.
- 6.18 No Quad bikes are permitted to be driven on the Estate, unless in the case of the Security Department of the Association.
- 6.19 The use of vehicles with customized, noisy exhaust systems is prohibited.
- 6.20 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:-
- 6.20.1 in a structure designed for the use of a golf cart barn or golf cart garage or carport;
 - 6.20.2 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;
 - 6.19.3 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;
 - 6.19.4 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;

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6.19.5 No helicopter or any means of aerial conveyance may be landed at any place without the authority of the Association.

6.20 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.

7. OPEN SPACES AND ENVIRONMENTAL

Please note the fines schedule for 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 7 of these House Rules.

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 and 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 7.9 above, 'open spaces' shall mean any area in the development not covered by a building.


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- 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 air gun or pistol.
- 7.12 Flora, as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged, removed or moved from any open space.
- 7.13 Fauna shall not be chased, trapped or interfered with in any way except by the Association in the carrying out of its conservation duties
- 7.14 Residents shall ensure that declared noxious flora or weeds are not allowed to grow in their gardens.
- 7.15 Access to Heritage sites within the Estate, as well as the Pinnacle Point caves are prohibited, save for specific visits for historical or archaeological investigation/research or the like, and only with prior arrangement with the Association.

8. MANAGEMENT RULES

Please note the fines schedule for 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 8 of these House Rules.

- 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 interferes 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.


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- 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 Members' accounts will be submitted for settlement via direct debit or at the end of each and every month.
- 8.10 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 MOI.
- 8.10 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.
- 8.11 The statutory records and books of account of the Association shall be open for inspection at the offices of the PPHOA during working hours

9. SAFETY AND SECURITY

Please note the fines schedule for 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 9 of these House Rules.

- 9.1 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.
- 9.2 In order to facilitate security measures within the development, all persons shall report their arrival and departures to the Association.
- 9.3 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.
- 9.4 All Members and tenants are required to advise Security at the entrance gate in advance the name and approximate time of arrival of any non-member (including members of his family) to be admitted to Pinnacle Point as invitees or guests. Failing which, the Security Officer will, when approached by any person for entry to Pinnacle Point telephone the destination points for instructions. Entry will be refused if the above process cannot satisfactorily be concluded. It is therefore desirable that up to date contact details are provided to the HOA offices so that you may be reached under these circumstances. The same process will apply to deliveries or collections as well and the Association will not be held liable for any costs incurred by aborted services.
- 9.5 Security protocol at the gatehouses shall be strictly adhered to at all times. Under no circumstances shall residents or any person other than security personnel, Directors or un-authorized personnel be allowed into the gatehouses
- 9.6 The access control system for permanent workers, temporary workers, contractor and subcontractor, and their representatives must be diligently enforced by every Member. No visitor or any category of employee may enter the Estate without being issued with the required authorisation.
- 9.7 All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.

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- 9.8 Security related incidents must be reported to the security control room immediately.
- 9.9 No resident may issue instructions to or countermand the standing instructions issued to security personnel.
- 9.10 To facilitate entering the Estate, residents are requested where possible to advise security in advance of large groups of visitors by contacting the control room with their relevant particulars.
- 9.11 Deliberate obstruction of access and egress to/from the Estate is prohibited.


10. BUILT BY DATE

- 10.1 A purchaser of an Erf or Erven undertakes to commence construction and ensure completion thereof in accordance with the architectural guidelines referred to in the Memorandum of Incorporation (MOI) within a period of eighteen (18) months of registration of the Erf or Erven and failing to complete the building within such period will result in a fine of twice of the levy payable being imposed each month of delay. The Board may in addition thereto impose a monthly levy equivalent to quadruple of the monthly levy if such building (whether construction has commenced or not) is not fully completed within thirty (30) months of registration of transfer. Final completion will be determined by the architectural review committee as evidenced by a certificate being issued by a duly qualified architect whose decision in this regard is final and binding. Reference to building includes a cluster development, sectional title development, a residence or any construction whether completed or in the process of completion.
- 10.2 Buildings which are wholly or partially unconstructed on an erf or erven, currently registered in the name of the owner thereof must be completed by no later than 1st January 2020 failing which a penalty of twice of the monthly levy will be imposed for a period of six months and thereafter the Board may in addition thereto impose a monthly levy equivalent to quadruple of the monthly levy until such time as the building is fully completed in accordance with the provisions contained in 22.2 as per the Memorandum of Incorporation. Building plans in respect of the buildings referred to herein must be submitted and approved on or before 1st June 2019.


11. AESTHETIC AND CONSTRUCTION RULES

Please note the fines schedule for 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 11 of these House Rules.

- 11.1 The Association's Architectural Review committee will assess building plan submissions with specific regards to aesthetics and compliance with the Association's Architectural Guidelines.
- 11.2 The relevant Local Authority will ultimately remain responsible for the final approval of all building plans in terms of Local Authority and other regulations. The Association accepts no responsibility for approved plans, other than for approval of compliance with the Architectural Guidelines and aesthetic requirements.
- 11.3 All building plans (including building plans in respect of any additions and/or alterations to existing structures, dwellings or outbuildings) shall be prepared in accordance with the architectural Rules and must be approved by the Association prior to the submission to the Local Authority for approval and commencement of any construction work. Members may not seek any plan approval from the Local Authority without the prior approval of the plans by the Association with regards to compliance with the Estate Guidelines. Clearance certificates will not be issued by the Association for properties that do not comply with the Guidelines.

 <p>PINNACLE POINT ESTATE BEACH GOLF HERITAGE</p>	Author:	PPHOA	Effective Date:	1/05/2018
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- 11.4 In the event that construction in terms of any plans approved by the Association does not commence within twelve (12) months of date of the approval thereof by the Association, such approval shall lapse and the Member shall be required to resubmit plans for approval to the Association and Local Authority. If there was a change of ownership of an adjacent affected property, the written comments (signing of building plans and application forms) of the new Member shall be obtained. In the event of such resubmission, the prescribed plan scrutiny fees shall be payable.
- 11.5 Members may not commence construction work without the prior approval of the plans by both the Association and thereafter the Local Authority. Construction work may only commence once a complete site handover has been conducted by the Association and the appointed Contractor.
- 11.6 Members may not deviate from approved building plans. Should any deviation or amendment be contemplated or become necessary to any building plans after such plans have been approved, building activity must be ceased and the Association is to be notified forthwith and amended plans, clearly setting out the nature of the deviation and/or amendment shall be submitted for approval to the Association and Local Authority. Additional plan scrutiny fees shall be payable.
- 11.7 Upon completion of all construction work, and prior to the release of the contractor's deposit, the Member shall complete the prescribed form and arrange for a final inspection of the work by the Association
- 11.8 The Member shall only be entitled to a refund of the contractor's deposit once a certificate of practical completion of the works has been formally issued by the architect or an Occupation Certificate has been issued by the Local Authority.
- 11.9 Occupation is only being permitted once an Occupation Certificate has been obtained from the Local Authority and a copy must be lodged forthwith with the Association.
- 11.10 The Association has the right to suspend any building activity that is in contravention of any of the Rules, and shall not be liable for any losses, damages or claims whatsoever sustained by a Member, resident, contractor or subcontractor as a result thereof; in addition, Members agree that the Association has the right to prevent or restrict access to the Estate to contractors due to material non-compliance of the Rules.
- 11.11 The Rules governing construction activity are binding on all Members, residents, their contractors and subcontractors.
- 11.12 Members are obliged to ensure and assume responsibility that their building contractors are made aware of the Rules and that same are strictly complied with and will be held liable jointly and severally for any penalties issued.
- 11.13 All Members, residents, contractors and subcontractors who undertake any construction activity are required to complete the prescribed application and/or registration forms and submit same with payment of the relevant fees and deposits to the Association prior to commencing with any construction activity.
- 11.14 Unless otherwise agreed to by the Association or its appointed representative, construction activity is limited to the following hours:
- | | |
|------------------|----------------|
| Monday to Friday | 06:00 to 18:00 |
| Saturday | 08:00 to 13:00 |
- 11.15 The Member and the contractor shall be liable for damage to pavements, curbstones, roads, vegetation on the road reserve, and damage to private or Association property.

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- 11.16 Should the Association have any reasonable reservations with regard to the conduct of the contractor and/or subcontractor (including their employees), the Association reserves the right to suspend all building activity until such time that such conduct is rectified which it may do at any time on notice to the Member, contractor and/or subcontractor, all of whom shall have no recourse against the Association in this regard.
- 11.17 The Association shall be entitled to levy applicable penalties as per the Contractors agreement against Members, contractors and/or subcontractors with respect to contravention of any of the Rules.
- 11.18 The Association has the right to deny or limit access to the Estate to any contractor or subcontractor in breach of the Rules; each contractor and subcontractor, by the acceptance of the Rules hereby waives any right of retention that they may have over their construction work, material and the like for purposes of the Rules, insofar as the Association is concerned.
- 11.19 Furthermore, the right of the Association to restrict access to a contractor or subcontractor, as aforementioned, applies to the entire Estate, notwithstanding the fact that any such contractor and/or subcontractor is building on more than one site within the Estate and that any breach has been committed with respect to only one such site.
- 11.20 No blasting with the use of explosives may take place anywhere in the Estate.
- 11.21 The undisturbed area within a residential property as approved on the site layout plan of the property must strictly be treated as an undisturbed area and no building activities may take place within this area.