

Rules for Residents of Admiral Island and in Pelican Bay



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Rules for Residents of Admiral Island and in Pelican Bay



1. PREAMBLE

- 1.1 Living in the Estate means being part of a community which shares a secure and high-quality lifestyle through an acceptable set of Rules by which occupiers of property in the Estate may live together, reasonably and harmoniously, without interfering with one another's enjoyment, to the benefit of all.
- 1.2 Genuine respect and consideration by all occupiers for each other will obviously assure agreeable accord and contented association in the Estate.
- 1.3 In the event of differences or annoyances, the occupiers involved should attempt to, as far as possible, settle the matter between themselves, exercising respect, tolerance and consideration.
- 1.4 The Rules are required to be reasonable, binding on and to apply equally to all Members. Based upon this rationale, the Rules should be seen to be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction.
- 1.5 Where the term "trustees" is used this will mean a member of the Excom committee.

2. MEMBER'S OBLIGATION

- 2.1 Ultimately each Member is responsible for and obliged to ensure that all family members, tenants, visitors, friends and employees, their family and friends, and any other invitees are made aware of and abide by these Rules. In case of tenants renting a property, these rules and regulations shall form part of the lease agreement.

3. GENERAL

- 3.1 These Rules replace and supersede all previous Rules issued and approved by the Association; in this respect, the following applies:
 - 3.1.1 Subject to the provisions of the Rules on and after the commencement date, anything which was done under a provision of the Rules in effect on the day immediately preceding the day on which the Rules come into effect and which could be done under a corresponding provision of the Rules, is deemed to have been done under that corresponding provision.

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- 3.1.2 The coming into effect of the Rules does not affect any rights, debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.
- 3.2 No extension of time, waiver, relaxation or indulgence granted or shown by the Trustees in respect of any provision of these Rules shall operate as an estoppel against the Trustees in respect of the enforcement and interpretation of these Rules, nor shall it operate as to preclude the Trustees thereafter from exercising and/or enforcing any of their rights, and the obligations of any Member, strictly in accordance with these Rules

4. RULES

4.1 GENERAL

- 4.1.1 No rubble or refuse may be dumped or discarded anywhere in the Estate. Rubble refuse must be stored in a skip which must be emptied in accordance with the Rules. No littering is allowed.
- 4.1.2 Members, residents and their guests are urged to leave any natural or communal open space visited at least as clean as it was found. Residents are urged to pick up and dispose of any litter encountered in such open spaces.
- 4.1.3 The consumption of alcohol is prohibited in any communal area.
- 4.1.4 No fires may be lit in any such natural or communal area.
- 4.1.5 Fishing shall only be permitted at designated areas.
- 4.1.6 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.
- 4.1.7 Fauna of any nature shall not be chased, trapped, harmed or interfered with in anyway whatsoever.
- 4.1.8 The scheme can allow slaughter (slaughtering of animals for ritual purposes which is a traditional ceremony) subject to compliance to By-Laws and Meat Safety Act and two weeks written notice to the Home Owner's Association. Slaughtering is allowed in sections and not in the common property.
- 4.1.9 Residents shall maintain a high standard of garden, water frontage and sidewalk maintenance.

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- 4.1.10 Residents shall ensure that declared noxious flora are not planted or allowed to grow in their gardens, and in the event of any uncertainty, are requested to confirm the status of any plant with the Association
- 4.1.11 Swimming pool, Jacuzzi, hot tub, fishpond or fountain water may not be emptied in any communal areas, neighbouring properties or into the municipal sewer system but shall be appropriately channelled into the storm water drainage system.
- 4.1.12 The use, in any manner whatsoever, of fireworks is strictly prohibited within the Estate at all times.
- 4.1.13 Garden and other floodlights shall be adequately screened so as not to cause a discomfort or any nuisance to neighbouring and/or other Members/residents.
- 4.1.14 Residents' use of any open spaces is entirely at their own risk at all times. The HOA shall entertain no claims for damages of whatsoever nature or from whatsoever cause arising.
- 4.1.15 Swimming pool pumps, swimming pool heating apparatus, cold storage rooms, power generators, water features and any motorised equipment shall be placed and installed in such a way that it will not cause any noise or nuisance to neighbouring and/or other Members/residents. Where such noise or nuisance is caused the Association shall have the right to do whatever it deems fit to rectify the situation.
- 4.1.16 Where a dwelling on a stand has been completed, and such dwelling remains unoccupied for more than one month, the Member concerned shall ensure that the dwelling is properly locked, ensure pool safety and maintenance, properly control and maintain electrical and water services and properly maintain the garden and pavement. Failure to comply with the foregoing may at the discretion of the Association lead to the assessment of the situation on the property concerned by the Association, and the appointment by the Association of a contractor to remedy any failure 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.
- 4.1.17 In the case of dwellings on properties which have not been completed, the Association may at any time assess the situation on the property from a safety, security, maintenance and aesthetics point of view, and at its discretion appoint a contractor to remedy any discrepancy 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.

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- 4.1.18 No unauthorised advertising by external service providers, visitors and residents will be allowed in the Estate and at its entrances.
- 4.1.19 No power generators will be allowed on properties without the prior approval of the Association and in compliance with the procedures and specifications as laid down by the Association.
- 4.1.20 No unauthorised burning of rubbish in the Estate is permitted.
- 4.1.21 No vandalism of whatsoever nature shall be tolerated.
- 4.2 GOOD NEIGHBOURLINESS
- 4.2.1 Any activity by residents and their employees which shall cause aggravation or nuisance to fellow residents shall not be permitted.
- 4.2.2 Any noise levels from parties etc. shall be reduced to a level so as not to be a disturbance, and from 23:00 so as not to be heard by the neighbours.
- 4.2.3 Refuse, refuse bins (except on official refuse collection days), garden refuse and refuse bags shall not be placed on the sidewalk and garden refuse shall be removed on the same day.
- 4.2.4 Members shall ensure that their employees (Including but not limited to domestic workers, gardeners and au-pairs) do not loiter in the Estate, particularly at the gates, road circles, in the streets, on pavements and in the parks etc.
- 4.3 USE OF THE STREETS
- 4.3.1 The streets of the Estate are for the use of all residents, whether it be on foot, roller skate, bicycle, motorcycle, trucks, delivery vans, motor vehicles or the like. Please note that motor vehicles are considered to be part of the street environment, but not necessarily the dominating factor.
- 4.3.2 All roads on the Estate are subject to the relevant road traffic ordinances and bylaws.
- 4.3.3 The speed limit is restricted to 30 kilometres per hour.
- 4.3.4 Save for the above, the Road Traffic Ordinance regarding road and street usage shall apply.
- 4.3.5 Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

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- 4.3.6 Engine-powered vehicles, motor vehicles, motorcycles, bicycles and scooters are permitted to drive on the demarcated roads of the Estate only. Parks, sidewalks, service roads and garden areas are off limits.
- 4.3.7 Only licensed drivers may operate and drive engine-powered licensed vehicles that are licensed in terms of road traffic ordinances and bylaws.
- 4.3.8 Unlicensed drivers will not be allowed to drive any engine-powered vehicles, motor vehicles, motorcycles and scooters in the Estate under any circumstances.
- 4.3.9 No quad bikes are permitted to be driven anywhere in the Estate.
- 4.3.10 The use of vehicles with noisy exhaust systems is prohibited.
- 4.3.11 Parking In streets or Private Open Spaces and obstructing traffic flow is prohibited.
- 4.4 ENSURING A PLEASING STREETScape
- 4.4.1 The participation and contribution of every resident will help create a neat and pleasing streetscape. In order to contribute, the Association may plant indigenous trees on the sidewalks.
- 4.4.2 Each Member is responsible for maintaining the area between the kerb and the boundary of their property in a clean and pleasing condition. The Association may compel the Member and/or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the Member.
- 4.4.3 No sidewalk trees, plants or lawn may be damaged or removed without the permission of the Association.
- 4.4.4 Garden fences and/or walls and outbuildings forming part of the streetscape shall be regularly repaired, maintained and painted where necessary.
- 4.4.5 The Association has the right to affect any repairs, maintenance and upkeep of the Member's property at the cost of the Member, should it be considered necessary.
- 4.4.6 No advertising signboards or the like shall be placed, affixed or attached on or near a property or in any other visible area.
- 4.4.7 Washing lines must be suitably screened from any street and neighbouring properties.

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- 4.4.8 Building material may only be stored on the sidewalks under special circumstances, as may be approved by the Association. The Member will be liable should there be any damages in this regard. Building rubble shall be removed regularly as set out in the Builders Regulation Contract.
- 4.4.9 Caravans, equipment, tools, engine and vehicle parts and the like, as well as any accommodation for pets, shall be located out of view and totally screened from any street.
- 4.4.10 No industrial and/or commercial vehicles may be parked and/or stored in the Estate unless completely screened on own property.
- 4.4.11 No Member may allow vegetation or any other objects to be planted, erected or placed, as the case maybe, in the area between the edge of the kerb bordering the road surface and the boundary of his property which is likely to interfere with or obstruct pedestrian traffic and/or obscure the vision of vehicular traffic.
- 4.5 PETS
- 4.5.1 Local authority bylaws relating to any pets shall be strictly enforced.
- 4.5.2 Racing pigeons, wild animals, livestock or the like shall not be permitted in the Estate.
- 4.5.3 Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 4.5.4 The Association shall have the right to demand that a resident remove a pet (whether or not permission has previously been granted in respect thereof) should such pet become a nuisance or a danger in the Estate. In the event of a resident failing to comply with a demand in this regard, the Association may make arrangements to remove the pet at the cost of the resident. Residents shall be responsible for ensuring that their pets are properly kept within the boundaries of their property.
- 4.5.5 The Association shall only consider complaints concerning pets (and any other circumstances which constitute a nuisance, danger or potential hazard) If submitted in writing.
- 4.6 TENANTS/OCCUPIERS
- 4.6.1 Members shall be responsible for ensuring that any tenants and/or occupiers of their property shall be provided with a copy of the Rules (receipt of which shall be acknowledged in writing and copy provided to the Association by the Member) and shall furthermore ensure and be responsible for compliance therewith.

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- 4.6.2 Should a Member let his property or let any person occupy his property, he shall notify the Association in writing, in advance of such letting and/or occupation, as the case may be, and provide details of the tenant and/or occupant and the period of the lease or occupation, as the case may be. A form for this purpose is attached to these rules.
- 4.6.3 The Member shall ensure that any tenant or occupier as aforementioned acknowledges in writing, and provides the Association with a copy, that he and his family, visitors, contractors and employees shall be bound by and comply with these Rules.
- 4.6.4 In the event of breaches of these Rules by any tenant and/or occupant, the Member shall be held liable for such breach(es), and any action imposed by the Trustees in terms of the disciplinary Rules set out hereunder.
- 4.6.5 No property may be sublet or utilised for the purposes of a commune and no property may be sublet in part.
- 4.7 PROPERTY TRANSACTIONS AND ESTATE AGENTS
- 4.7.1 Estate agents must personally accompany prospective purchasers and/or lessees who are not Members at all times whilst on the Estate.
- 4.7.2 No private and/or estate agent "for sale", "to let", "sold" or the like boards shall be erected anywhere on the Estate.
- 4.8 CONDITIONS WITH REGARD TO HOME OFFICES
- 4.8.1 No business or any part thereof shall be conducted from a property without the prior written consent of the Association and provided further that all conditions of the relevant town planning scheme and/or title deed have been complied with.
- 4.8.2 The application process for home businesses is described in the document The Rules for Home Businesses Admiral Island and Pelican Bay.
- 4.8.3 Home business ownership vests with the property owner not the property.
- 4.8.4 In the event of failure to comply with the above provisions and, in particular any criteria and condition specified by the Association, the Association will instruct the Member and/or tenant concerned to cease the business operations from home.

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5. SECURITY RULES

- 5.1 Security guards shall not under any circumstances be abused.
- 5.2 Security protocol at the gatehouses shall be adhered to at all times. Under no circumstances shall residents or any person other than security personnel, Trustees or authorised personnel be allowed into the gatehouse.
- 5.3 The access control system for permanent workers, temporary workers, contractors and subcontractor representatives must be diligently enforced by every Member of the Association with respect to his employees, contractors and subcontractors. No resident, visitor and any category of employee may enter the Estate without being issued with the requisite authorisation.
- 5.4 All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.
- 5.5 Residents are requested to always treat the security personnel in a cooperative manner.
- 5.6 All Members must ensure that contractors and/or subcontractors in their employ adhere specifically to all the security stipulations.
- 5.7 Security related incidents must be reported to the security control room immediately.
- 5.8 Except for the estate manager or his appointed representative, no other person or security officer shall authorise a deviation from the blue print rules (which covers all operational aspects for access/egress and movement on the Estate).
- 5.9 No electric fences may be erected Inside the Estate boundary.
- 5.10 No resident may issue instructions to or countermand the standing instructions issued to security personnel.
- 5.11 Visitors to the Estate must be able to produce either a valid original driving licence, or valid original South African identity book or passport for access to the Estate, failing which such visitors may be refused entry.
- 5.12 Contractors, subcontractors, visitors and employees shall be requested to produce valid identification documentation by the security and/or the Association.
- 5.13 The Estate will be manned by security twenty-four hours a day, seven days a week.
- 5.14 Residents are requested where possible to advise security in advance especially of large groups (of visitors) by contacting the control room with the relevant particulars.

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- 5.15 New residents are requested to contact the Island Manager's offices with their contact information.
- 5.16 Members shall comply with the security protocols and other directives as published from time to time relating to security issues (including but not limited to access to and/or egress from the Estate), monitoring and supervision of staff, safety precautions (including with respect to children, pets, vehicles, etc., fire prevention and control). Without limiting the meaning of the foregoing, such measures are necessary from a security and security related perspective to implement the orderly management and control of the Estate and the safety and security of persons and property. These security protocols which shall be delivered to the Members shall be considered, to the extent that same contain any obligations and/or restrictions to be part of these Rules.
- 5.17 No resident shall make or be party to the making of any false alarm.

6. DISCIPLINARY RULES

- 6.1 In the event of any breach of the Rules by a Member, resident, visitor, occupants, contractor, subcontractor and/or estate agent or any other person bound by these Rules (the "defaulting party"), the Trustees shall be entitled to:
- 6.2 request the defaulting party to provide an explanation, or apology in writing; and/or
- 6.3 issue a reprimand (orally or in writing) and request such defaulting party to cure such breach; and/or
- 6.4 withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or
- 6.5 take such further action, including legal action, as the Trustees may deem fit in order to enforce the Rules.
- 6.6 The decision of the Trustees regarding the enforcement of the Rules and the imposition of any sanctions in terms of these disciplinary Rules shall be binding.
- 6.7 Should a defaulting party dispute that he has committed a breach of any obligation in terms of the Rules, he shall be entitled to deliver a submission, in writing, to the Trustees within a period of not more than 7 (seven) days from the date of expiry of the period of demand contained in a notice delivered to the affected defaulting party.
- 6.8 Against receipt of such notice, the Trustees shall convene a meeting as soon as reasonably possible after receipt of such notice.

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- 6.9 The proceedings of such a meeting of Trustees shall comply with the principles of natural justice.
- 6.10 The decision of the Trustees shall be binding upon the Association and the defaulting party.
- 6.11 However, the provisions of this clause shall not preclude any party from seeking any urgent or interim relief from a competent court.
- 6.12 Members acknowledge that they are responsible, as provided in the Rules, for the acts and omissions of their family, employees, contractors (and subcontractors), visitors and invitees, in respect of any of the aforementioned, and that the exercising by the Trustees of any rights insofar as an offending party (who is not a Member) is concerned shall not relieve the affected Member from his obligations, nor abrogate from the rights of the Trustees to exercise any right or enforce any remedies against such Member arising from the offending breach of the Rules.

7. DISPUTE RESOLUTION

- 7.1 The following shall apply in respect of disputes between Members (including tenants and/or occupants):
- 7.1.1 should a dispute arise between Members (which shall include any tenant and/or occupant) the parties involved shall endeavour in the first instance to settle such dispute (whether relating to any nuisance, disturbance or other complaint) and shall in such circumstances exhibit due tolerance and shall act reasonably in accordance with the principles of good neighbourliness;
- 7.1.2 where such dispute cannot be resolved, should the disputant parties mutually agree, the dispute shall be referred to the Trustees, who shall act as mediators (and not arbitrators) should the Trustees have so resolved;
- 7.1.3 in the event of the matter being resolved to the satisfaction of the disputant parties as a result of the mediation of the Trustees, such settlement shall be binding upon the disputant parties;
- 7.1.4 where the disputant parties have elected to submit their dispute for mediation to the Trustees,
- 7.1.5 the disputant parties shall, in equal shares, pay the reasonable costs which shall be incurred by the Trustees in regard to mediation, and shall have been previously advised to the disputant parties; and

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- 7.1.6 should the Trustees elect not to mediate with respect to the dispute the disputant parties shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of legal proceedings or arbitration, it being expressly agreed that the Trustees shall not be a party to any such proceedings or arbitration and shall bear no responsibility in respect thereof.
- 7.1.7 Should a dispute arise between any Member and the Association which cannot be resolved, the Trustees, on behalf of the Association, and the affected Member shall be entitled to declare a formal dispute, which shall fall to be dealt with in accordance with the provisions of Article 15 of the Constitution.
- 7.1.8 Should the Member not be satisfied with the outcome of a dispute, the Member will be entitled to contact the Community Schemes Ombud Service (CSOS) to assist in this matter.

8. MISCELLANEOUS

- 8.1 No advertisements by way of leaflets, pamphlets etc. may be exhibited or distributed at the gatehouses or within the Estate without the approval of the Association.

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9. ADDENDUM FOR TENTANTS

| Property Owner details: | |
|-------------------------|--|
| Name | |
| Address | |
| Town and Code | |
| Telephone | |
| Cell Phone | |
| E-mail | |

| Tenant details: | |
|------------------------|--|
| Name | |
| Address | |
| Town and Code | |
| Telephone | |
| Cell Phone | |
| E-mail | |
| ID number | |
| Number of occupants | |
| Vehicle reg. number(s) | |

Rental period start Rental period end

The rules of the AI&PB HOA has been received by tenant in writing Yes / No

| PROPERTY OWNER SIGNATURE: |
|--|
| SIGNED at _____ on this ____ day of _____ 20__ |
| in the presence of the undersigned witnesses: |
| 1 _____ 2 _____ |

| TENANT SIGNATURE: |
|--|
| SIGNED at _____ on this ____ day of _____ 20__ |
| in the presence of the undersigned witnesses: |
| 1 _____ 2 _____ |