



ESTATE RULES
OF
THE OUBAAI HOMEOWNERS ASSOCIATION
IN RESPECT OF OUBAAI GOLF ESTATE

INTRODUCTION

OUBAAI GOLF ESTATE has been designed to provide a gracious and secure lifestyle for its residents and members of the Golf Club. To protect and enhance this way of life, Estate Rules have been established regarding the Constitution of the Association. They are binding on all persons and resident at or visiting OUBAAI GOLF ESTATE, and shall be administered by the Trustees. The registered owners of erven or units are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of, and abide by the Estate Rules. Tenants have the same responsibility in their households, visitors, invitees and employees. The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the OUBAAI GOLF ESTATE HOMEOWNERS ASSOCIATION.

The prime objective of the Rules is to preserve and enhance the security, aesthetics and environment at Oubaai. In choosing to live in an estate such as Oubaai, a resident will enjoy all the benefits of communal living, such as security and access to shared facilities. However, communal living inevitably brings responsibilities along with its benefits. Levies must be paid, and rules must be obeyed to ensure the smooth running of the community in the interests of all concerned.

The Rules have been established regarding the Constitution. Should any rule contained herein conflict with any provision of the Constitution, the order of preference shall be that the Constitution shall prevail over the Rules.

The decision of the Trustees is final and binding in respect of the interpretation of the Rules. The Rules are subject to change from time to time.

No party and resident shall have any claim of whatsoever nature for damages against the HOA as a result of a decision taken by the HOA regarding the interpretation of the Rules.

DEFINITIONS AND INTERPRETATION

- a. In these Rules, the followings words and/or expressions shall have the following meanings assigned to them hereunder, and cognate expressions shall bear corresponding meanings:
- b. Home Owners **Association**: See definition in Constitution
- c. **Common Property**: See constitution
- d. **Golf Course**: See definition in Constitution
- e. **Member**: A Member of the HOA
- f. **Oubaai Development**: See definition in Constitution
- g. **Rules**: The Rules set out hereunder.
- h. **Trustees**: The Trustees for the time being of the HOA.
- i. **Vehicle**: Any form of conveyance, whether self- propelled, or drawn by machine, animal, human agency or any other means
- j. **Village**: The Oubaai Village Units - Village Falls, Village Terrace and Village Heights
- k. **DRC**: Design Review Committee
- l. **Lifestyle Centre**: The Lifestyle Centre comprising of the gymnasium, coffee shop, driving range and Pro Shop
- m. The singular shall include the plural and vice versa.
- n. The male gender shall include the female and neuter genders and vice versa.
- o. When reference is made to a period of days, it shall be a reference to a continuous period including the first day and excluding the last day.
- p. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Estate Rules. In the event of any breach of the Estate Rules by the Member, members of his household, employees, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

1. ADMINISTRATION:

1.1 FINANCIAL POLICIES:

- 1.2 All levies and other debts payable by members shall be payable as provided for in the Constitution.
- 1.3 The Trustees have the right to fine transgressors where any of the Rules has been broken or infringed upon. Such fines shall form part of the levy and shall become due and payable on the due date of payment of the levy.
- 1.4 In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence. For every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 1.5 The HOA reserves the right to publish the name and stand some Members who have defaulted on their levies.

2. TENANTS:

- 2.1 The responsibility for enforcing the Rules rests with the Member. Accordingly:
- 2.2 Should a Member let his property, he shall notify the HOA in writing, in advance of occupation, the details of the tenant and the period of the lease. The onus is on the Member to inform the tenant of the Rules.
- 2.3 The tenant shall in writing acknowledge that upon occupation of the leased premises, he and his family, his visitors, contractors and employees shall adhere to all Rules. The tenant is liable for the conduct of those above.
- 2.4 Where tenants continuously breach the Rules, the Member shall be held responsible and shall be fined on an escalating basis until the residents comply with the Rules. This clause shall be written into the lease agreement.

3. PROPERTY TRANSACTIONS:

- 3.1 Only an estate or property agent accredited by the HOA may be employed in the sale or letting of any property at OUBAAI GOLF ESTATE, which the HOA may withdraw accreditation in its discretion.
- 3.2 Accredited 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. Arrangements must be made in advance with Security to visit Oubaai Golf Estate.

- 3.3 An estate agent is accredited after signing an agreement with the HOA to the effect that such agency shall abide by the stipulated procedures applicable to the sale and lease of the property on the Estate. After having been inducted in respect of the concepts, rules and conditions under which a purchaser and/or tenant acquires and/or leases the property in OUBAAI.
- 3.4 An accredited estate agent will, in particular, make any buyer aware of the Rules, architectural and development guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the HOA may require from time to time to ensure compliance with the matters envisaged herein.
- 3.5 The authorised agent and the Member shall ensure that the purchaser and/or tenant is informed of and receives a copy of the Rules. Before access is permitted, the resident shall sign for receipt of the Rules.
- 3.6 If a member is in default as regards payment of a levy or any other debt due to the Association, then the HOA shall be entitled to refuse to issue a Clearance Certificate, which is required to effect the transfer of an erf or unit.

4. **CONDITIONS OF TITLE:**

- 4.1 The seller is obliged to procure that, in addition to all other terms of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the purchaser takes title to the property:
- 4.2 "every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereof, as defined in the Sectional Title Act, shall become and shall remain a Member of the HOA and be subject to its Constitution, until he ceases to be an owner as aforesaid.
- 4.3 Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the HOA to become a Member of the HOA."
- 4.4 "The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereof as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon, without a clearance certificate from the HOA which certifies that the provisions of the Constitution of the HOA have been complied with. "
- 4.5 In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner to effect registration of an erf, the purchaser at this moment agrees to such change.
- 4.6 Where the Member himself sells or lets his property, the provisions of this Clause 3.3 will still apply to the owner.

- 4.7 Members or their agents are required to give the HOA prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member.
- 4.8 This shall be done in writing or by telephoning the office of the HOA and giving the name of the tenants or guests and the dates of their occupancy.
- 4.9 In the case of tenants, the tenants shall be obliged to register at the offices of the HOA within 1 (one) day of arrival; provide a photocopy of their ID for security reasons; and to sign a declaration that they are acquainted with the Rules and Constitution of the HOA and agree to abide by them.

5. **SECURITY:**

- 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.
- 5.3 Under no circumstances shall residents or any person other than security personnel, Trustees or management of HOA be allowed into the gate houses.
- 5.4 The ID card system for permanent workers, temporary workers, golf caddies, Golf Course staff and contractor representatives must be conscientiously enforced by every Member on people in his employment.
- 5.5 All residents must request visitors to adhere to a security protocol, and residents are always required to treat the security personnel in a cooperative manner.
- 5.6 Members must ensure that contractors in their employ adhere precisely to the security stipulations of the Contractors Registration Form and Builders Agreement.
- 5.7 Security related incidents must be reported to a member of the security office security manager or Estate Manager of the HOA immediately.
- 5.8 Except for the Estate Manager or his appointed representative, no other person/security officer shall authorise a deviation from the Rules in respect of access and egress to and from the property and movement on the Estate.
- 5.9 Should Members install a burglar alarm systems for their residences, it may be linked to armed response.
- 5.10 No external audible alarms shall be installed.
- 5.11 No property shall be secured with any externally added security or fencing during or after construction without the written permission of the HOA. All fencing must be approved of by the DRC before the erection thereof.

- 5.12 Members on the perimeter wall are responsible for keeping any overgrowth at least 500 mm clear of the barrier.
- 5.13 No Member may issue instructions to security personnel.
- 5.14 No golf caddies will be permitted access to the estate unless by prior written arrangement with the HOA.

6. **ARCHITECTURAL GUIDELINES**

- 6.1 The Architectural Guidelines as determined by the Trustees from time to time are applicable and shall prevail over any additional clauses hereunder.

7. **GENERAL:**

- 7.1 A building according to approved standards obviates the necessity of making costly changes at a later stage.
- 7.2 All building plans shall be in accordance with the architectural rules applicable to the Estate and shall be approved by the Design Review Committee (DRC) before the commencement of any building work. This requirement is also applicable to any additions and alterations to existing structures and dwellings.
- 7.3 Building lines shall not be relaxed.
- 7.4 No subdivision of any property shall be allowed.
- 7.5 No property may be let or utilised for the purpose of a commune.

8. **PLANS:**

- 8.1 See Architectural Guidelines for requirements.
- 8.2 Construction shall be completed within 15 months of the commencement date of foundations being laid, failing which the Member shall double levy as per the constitution.
- 8.3 Prior to construction, a "Search and Rescue" certificate shall be obtained by the HOA. Owners are subject to and shall comply with, the certificate in respect of plants that must be taken out and preserved.
- 8.4 Where houses and alterations have not commenced within 1 (one) year of the date of approval of the plans by the DRC, such initial approval shall lapse, and the plans shall be resubmitted for re-approval by the DRC.
- 8.5 Design and layout of the entire stand shall be considered from the outset. Special consideration shall be given to existing natural features on the site, i.e. existing flora and topography. Should be in DRC document

- 8.6 Site plans are required for all swimming pools. Particular attention shall be given to privacy, water drainage, the positioning of pool pump and safety fencing. Fencing must comply with national building act regulations.
- 8.7 Man-made outdoor elements shall be indicated on plan and handed to the HOA for scrutiny. Outdoor elements shall compliment the design of the house. Privacy and aesthetics shall be considered when evaluating the above.

9. **ARCHITECTURAL REQUIREMENTS:**

- 9.1 All building activities shall be subject to the Architectural and Design Guidelines provided for in the Constitution.
- 9.2 Elevation treatment of all buildings shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.
- 9.3 Special aesthetic consideration shall be given to the design of parapets, fascias, copings, eaves, roof trim, concealed guttering and roofing materials in general as well as the design and layout of paving.
- 9.4 No solar panels, air conditioners or geysers may be visible from the street or the Golf Course. Screening shall be done architecturally.
- 9.5 Outbuildings and additions shall match original design and style, both in elevation consideration as well as materials and finish.
- 9.6 All fencing is to be approved by the DRC before erection or installation. All building requirements must be strictly adhered to as set out in the current Architectural Guidelines.
- 9.7 The treatment of sidewalks and gardens is considered to be of paramount importance as they have a direct influence on the aesthetic quality of the neighbourhood.
- 9.8 The diverse nature of neighbourhoods should give rise to a various treatment of street boundaries. To create a degree of visual integrity, street boundary walling designs shall be strictly controlled.
- 9.9 Lean-tos and temporary carports are not permitted. Carports are to be designed to form an integral part of the house layout.
- 9.10 *The position, size and placing of TV antennae and satellite dishes must not be unsightly.*
- 9.11 No Wendy houses or tool sheds may be erected.

10. APPROVAL OF PLANS:

- 10.1 Perspective views and photographs may be requested for final approval.
- 10.2 Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the DRC, based on aesthetics, which approval shall not be withheld unreasonably.
- 10.3 Nothing in the Rules shall be construed as permitting the contravention of the Conditions of Title to any erf or any by-laws or regulations of the Local Authority.
- 10.4 The HOA reserves the right to prevent Members and/or their contractors from commencing construction without prior approval from both the HOA and the Local Authority.
- 10.5 Should any deviation be contemplated or become necessary after plan approval, the DRC is to be notified forthwith and deviation plans, clearly setting out the nature of the difference, shall be submitted for approval before the deviation being constructed.
- 10.6 Upon completion of all construction and before the release of deposits, the Member shall complete the necessary forms and arrange for a final inspection of the site. After the inspection, the HOA will deliver to the Member a copy of the duly issued certificate of compliance from the HOA for submission to the Local Authority. The Local Authority will not issue any Occupation Certificate before the issuing of same from the HOA.

11. CONDITIONS About HOME OFFICES:

- 11.1 No business shall be conducted at home without the written consent of the HOA. All Members and tenants wishing to conduct businesses from home shall complete the standard HOA form for such approval. Such business operations shall adhere to the criteria and conditions as specified by the HOA and to local Municipal by-laws and regulations.
- 11.2 The home offices shall not exceed 60 (sixty) square metres in total.
- 11.3 Only the resident and two assistants may work from the home office. The home office shall at all times accommodate on the premises the vehicles of both workers and visitors. No parking shall be allowed on the pavements.
- 11.4 No business signage may be displayed whatsoever. If the display of an advertising board in respect of commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the HOA.
- 11.5 A special levy, as determined by the Trustees from time to time, shall be payable in respect of home offices.

12. SPECIAL DESIGN CRITERIA FOR STANDS:

- 12.1 Golf ball safety nets are not permitted.
- 12.2 Only approved plant material based on the landscape plan shall be planted. Landscape plans for this area must be submitted to the HOA for approval.
- 12.3 The position of boundary walls shall be determined in consultation with the DRC.
- 12.4 Regarding the Rules, no dwelling may be occupied unless all work is complete or a Temporary Compliance Certificate, valid for three months has been obtained. Completion of work shall include painting, garden, driveway and the full installation of plumbing, electrical fittings and all items as per the approved plans.
- 12.5 No portable pools are permitted.
- 12.6 Swimming pool backwash must be connected to the sewer system and not to storm water draining pipes or discharged directly onto the roadways.
- 12.7 All swimming pools must be fenced in or covered by Local Authority regulations.
- 12.8 No boreholes may be drilled on any erf.

13. NATURAL ENVIRONMENT AND COMMUNAL AREAS:**13.1 GENERAL:**

- 13.2 The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.
- 13.3 No person shall do anything that detrimentally affects the amenities, flora or fauna of OUBAAI GOLF ESTATE, or unreasonably interfere with the use and enjoyment of the Common Property and the Golf Course by others.
- 13.4 No person shall discard any litter or any item of any nature whatsoever in OUBAAI GOLF ESTATE, except in receptacles set aside for this purpose by the Association.
- 13.5 No camping and or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.
- 13.6 No fire shall be lit at OUBAAI GOLF ESTATE, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.

- 13.7 No person shall do any gardening or landscaping on the Common Property or Golf Course without the express prior written agreement of the Association regarding the nature and extent of such gardening or landscaping activity. No person shall unless authorised by the Association to do so, pick or plant any flowers or plants on the Common Property or Golf Course.
- 13.8 Subject to any Environmental or Planning Law or regulation made regarding such laws, the Association shall be entitled to prohibit access to any part of the open space to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 13.9 No person shall display or discharge a firearm, air rifle, crossbow or any similar weapon anywhere on OUBAAI GOLF ESTATE.
- 13.10 Hunting is prohibited on OUBAAI GOLF ESTATE, and the trapping of birds and animals and setting of snares are expressly prohibited.
- 13.11 No rubble or refuse may be stored, dumped or discarded in any public and/or private area.
- 13.12 Residents and their guests are urged to leave any open space visited in a cleaner condition than that in which it was found. Residents must pick up and dispose of any litter encountered in open spaces.
- 13.13 Flora, as well as any natural features such as rocks and items of archaeological significance, shall not be damaged or removed from any open space.
- 13.14 Fauna of any nature shall not be chased, trapped or harmed in any way.
- 13.15 No animal, bird or reptile may be slaughtered within the Estate.
- 13.16 Residents shall maintain a high standard of the Garden, Golf Course frontage and pavement maintenance.
- 13.17 Residents shall ensure that declared noxious flora are not planted or allowed to grow in their gardens.
- 13.18 Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, failing which, the HOA reserves the right to clean the stand at the owner's expense.
- 13.19 Resident's use of any open space areas, including the Golf Course, is entirely at their risk at all times. The HOA shall not entertain any claims for damages of whatsoever nature or from whatsoever cause arising.
- No bathing, fishing or boating in the dams shall be allowed; nor shall dogs be permitted to swim therein.
- 13.20 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam at OUBAAI GOLF ESTATE.

- 13.21 No bathing in any public water feature.
- 13.22 No water sport is permitted on dams at OUBAAI GOLF ESTATE, and no person shall enter any dam within ESTATE.
- 13.23 No person shall pollute or allow the pollution of the dams or streams within the ESTATE by any substance that may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.
- 13.24 No person shall discard any litter or any article of any nature whatsoever in the dams and streams in the ESTATE.
- 13.25 No fishing is permitted without the prior written consent of the Association and subject to the terms and conditions imposed by the Association.
- 13.26 Garden encroachment onto the Golf Course shall not be permitted.
- 13.27 The lighting or letting off of fireworks within the Estate is strictly prohibited at all times.
- 13.28 Garden and other floodlights shall be adequately screened so as not to cause discomfort to neighbours.

14. **GOOD NEIGHBOURLINESS:**

- 14.1 Any business activity or hobby that shall cause aggravation or nuisance to fellow residents shall not be conducted on any property. This includes auctions, jumble sales and garage sales.
- 14.2 Noise from electronic instruments, partying and the like shall cease at 23h00 and kept at a level so as not to create a nuisance to neighbours.
- 14.3 Mechanical maintenance and the use of power saws, lawn mowers and the like shall only be undertaken between the following hours:
- | | | |
|--------|------------------|---------------|
| 14.3.1 | Monday to Friday | 07h30 – 18h00 |
| 14.3.2 | Saturday | 08h00 – 13h00 |
| 14.3.3 | Sunday | None |
- 14.4 Excluded from these hours is the necessary maintenance of the golf course.
- 14.5 No gardening by non-residents shall be allowed on Sundays.
- 14.6 Refuse, refuse bins (except on official collection days), garden waste and refuse bags shall not be placed on the pavement and must be stored out of sight of the road and/or golf course. Garden waste must be removed on the same day. Where any item of rubbish is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such waste must be disposed of.

- 14.7 Members shall ensure that their employees do not loiter on the Estate, specifically not at any prominent place such as the gates, road circles, streets, etc.
- 14.8 Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or any other person or driver in the ESTATE. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.
- 14.9 Whenever the Association receives a written complaint from a Member relating to the behaviour of any persons at OUBAAI GOLF ESTATE, the Association shall investigate appropriately and take any steps required within the scope of the Estate Rules and the Constitution. The Association is not prevented by this clause from taking action on its initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.
- 14.10 Should any Home Owner wish to install an own generator on their erf/unit, it will be subject to the following provisions:
- 14.11 It must be quiet
- 14.12 It must not impact on the surrounding neighbours
- 14.13 No noise is permitted after 22h00 and before 06h00

15. **DISPUTE RESOLUTION:**

- 15.1 In the event of annoyances or complaints, the parties involved shall attend as far as possible to settle the matter between them, exercising good tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and, in particular, a dispute between neighbours, the procedure shall be as follows:
- 15.2 Written submissions shall be made by the parties involved in the dispute to the Trustees.
- 15.3 The Trustees may, in their sole discretion, decide as to whether the Trustees shall arbitrate on the matter or not.
- 15.4 If the Trustees are of the view that they are entitled to intervene on the matter, the decision of the Trustees shall be final and binding in respect of the resolution of the dispute.
- 15.5 If the Trustees are of the view that they are not prepared to arbitrate on the matter, the Trustees may either:
- 15.6 inform the parties involved that the Trustees are not willing to intervene in the case, and the parties shall resolve the dispute themselves and by legal action and/or arbitration.

- 15.7 The Trustees may refer the case to an independent arbitrator, in the discretion of the Trustees, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute. The arbitrator's decision shall be final and binding, and the arbitrator shall be entitled to make an award as regards legal costs.

16. USE OF THE STREETS:

- 16.1 The streets are for the utilisation of all residents; whether it is on foot, roller skate, bicycle, motorcycle, golf carts, trucks, delivery vans, buses, cars or the like.
- 16.2 All roads on the Estate are public roads and are subject to the relevant road traffic ordinances or by-laws.
- 16.3 The speed limit is 40 km per hour in the Estate.
- 16.4 Save for the above, the road traffic ordinance regarding road and street usage shall apply.
- 16.5 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.
- 16.6 Only vehicles registered by the HOA and licensed by a local authority are permitted to drive on the streets of the estate. Parks, pavements and the Golf Course are off-limits.
- 16.7 Motorbikes are only permitted by prior arrangement and approval by the HOA.
- 16.8 Only licensed drivers may operate and drive vehicles on the estate, including golf cart.
- 16.9 All privately owned golf carts shall be registered with the HOA and have permanent identification plates. All conditions of the HOA agreement, battery powered carts colour scheme, cream or off-white only, and the entire road traffic ordinance regarding road and street usage shall apply and adhered to.
- 16.10 The use of vehicles with noisy exhaust systems, save for entering into or exiting from the Estate, is prohibited.
- 16.11 Parking in streets and obstructing traffic flow is prevented.
- 16.12 Golfers and other pedestrians will frequently cross streets at designated crossings on the Estate. They have the right of way. Motorists are always reminded to approach intersections with caution.

17. ENSURING A PLEASING STREETScape AND PROPERTY BUILDING MAINTENANCE:

- 17.1 The participation and contribution of every resident will help create a neat and pleasant streetscape.
- 17.2 Owners shall at all times maintain the exterior of their houses, their garden, boundary walling or fencing, and the sidewalk between the kerb and the road boundaries of their property to the satisfaction of the HOA.
- 17.3 Freehold Houses on the Estate– The maintenance of a freehold house internally and externally including all railings, gardens, stone cladding, fencing and roof are the responsibility of the owner and is therefore not taken into account in the Base Levy.
- 17.4 Owners are required to maintain the interior and exteriors of their houses and gardens to the high standard expected in the Estate.
- 17.5 The HOA may from time to time request the Owner to undertake property maintenance to comply within a stipulated reasonable period.
- 17.6 If this maintenance is not carried out by the member within the deadline stipulated by the HOA, the HOA shall be entitled to perform the maintenance on the property and recover the costs from the Owner or fine the member as set out in the "SCHEDULE OF TRANSGRESSIONS AND PENALTIES.
- 17.7 Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the DRC guidelines.
- 17.8 Prior approval must be obtained from the Estate Manager regarding colour BEFORE painting commences.
- 17.9 Garden fences and/or walls and outbuildings forming part of the streetscape shall be regularly maintained and painted.
- 17.10 The HOA has the right to effect repairs at the cost of the Member should it be considered necessary.
- 17.11 No advertising sign boards shall be placed in street or other areas. Only accredited agents, the golf club and clubhouse, may erect particular HOA approved signage.
- 17.12 Building erf boards, as specified by the HOA, are only permitted during the construction period.
- 17.13 Washing lines must be suitably screened from the street and neighbouring properties. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose.
- 17.14 Washing lines, twirly dry's, etc. must be below the level of the yard walls.

- 17.15 Building material may only under exceptional circumstances be stored on the pavements. Authorization in writing must be received in advance from the HOA. Building rubble shall be regularly removed.
- 17.16 Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.
- 17.17 Caravans, trailers, boats, equipment, tools, engine and vehicle parts and the like, as well as accommodation for pets, shall be located out of view and screened from the Golf Course and the street.

18. **PETS:**

- 18.1 Let your pet not be a bone of contention between you and your neighbours.
- 18.2 The Local Authority by-laws relating to pets shall be strictly enforced.
- 18.3 Residents may not keep more than two dogs on their property without the written permission of the HOA. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property. All enclosures must conform to the Architectural Guidelines regulations.
- 18.4 Poultry, pigeons, aviaries, wild animals, livestock or the like shall not be kept on the Estate.
- 18.5 Pets are not permitted to roam the streets and dogs shall be kept on a leash in all areas of the Estate at all times.
- 18.6 Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 18.7 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Pets roaming the streets shall be removed to a pet facility at the Member's cost.
- 18.8 The HOA reserves the right to request a resident to remove a pet should it become a nuisance on the Estate. 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 or procure its removal from the estate and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.
- 18.9 No animals of whatever nature shall be allowed in the Village.
- 18.10 In all cases, whether on the Common Properties or on the Golf Course, should dogs cause a mess or dig holes, the dog's owner shall immediately remove the mess or repair the holes as the case may be.

- 18.11 Animals, birds and wildlife shall have the right of way at all times within the ESTATE and vehicles shall be brought to a stop whenever necessary.
- 18.12 No animal may be slaughtered on the Estate not even for religious reasons.

19. GOLF COURSE CODE OF CONDUCT:

- 19.1 All members must abide by the Golf Club and Lifestyle Centre Rules.
- 19.2 The Golf Course is an inherent part of the Estate. It is incumbent on architects and Members to situate their property in positions that would avoid any possible damage to their property or person by golf balls as a result of a badly hit golf shot. Members shall insure their property against this type of damage. It is also incumbent on the owner of the property to disclose this hazard when selling or letting the property.
- 19.3 Residents have the right of access to the Golf Course only when the Golf Course is not being utilised for golfing activities, and may only be used for the purpose of recreation such as walking and jogging. Residents shall be responsible for their safety, including that of guests and children, when using the Golf Course, and liability for injuries sustained on or near the Golf Course and any consequences thereof shall rest with these persons.
- 19.4 Non-golf playing persons shall not use the Golf Course as a short cut.
- 19.5 Golfers shall have priority to use the Golf Course during such times as the Golf Club may determine.
- 19.6 Golf Course staff working on the course take precedence at all times and shall not be hindered in the execution of their duties.
- 19.7 No person may remove any course hardware, e.g. flags, signage, etc. and all lost golf balls are the property of the Pro Shop.
- 19.8 Practice driving range balls are private property, and unauthorised removal from the driving range constitutes theft.
- 19.9 The playing of games or sports or any other pastime other than golf is prohibited on the Golf Course.
- 19.10 The tees, greens and sand bunkers of the Golf Course are out of bounds to all non-golf playing persons.
- 19.11 The practice green and tee are for the use of golfers only. Young children are to be supervised at all times.
- 19.12 Dogs are to be exercised on a lead only and are to be restricted to cart paths and walkways.
- 19.13 No water may be tapped from the water and/or dam system which is used for Golf Course purposes.

- 19.14 Motorcycles, scramblers, quad bikes, powered scooters, skateboards and the like are not allowed on the cart paths or any part of the Golf Course including the clubhouse area.
- 19.15 In the event of rain, the previous night, no early morning players or residents may use golf carts on the course until the Pro Shop has made a decision regarding the state of the course and the use of carts.
- 19.16 No contractor, other than those in the employ of the Golf Course, may go onto Golf Course property. No dumping or driving across Golf Course property allowed.
- 19.17 Should a Member or his contractor damage a cart path, then the path shall be restored to its previous condition by the defaulting party.

20. **RULES REGARDING BUILDING CONTRACTOR ACTIVITY:**

- 20.1 See Construction Agreement

21. **INTRODUCTION:**

- 21.1 The HOA has adopted certain rules relating to building contractor activity on the Estate. The primary intention of this regulation is to ensure that all building activity is conducted with the minimum of inconvenience and disruption to residents.

22. **LEGAL STATUS:**

- 22.1 The rules governing building activity as set out in this document are binding on all Members and residents, their contractors and sub-contractors. Furthermore, all Members and residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Members and residents are required to include these rules in their entirety in any building contracts concluded in respect of any property on the Estate. The HOA has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.
- 22.2 All Members or residents and their contractors who undertake any building activity are required to read and complete a contractor's registration form (available from the HOA) and sign such form before proceeding with any alterations or commencing with any building activity. The clauses of the contract are not necessarily limited to the clauses detailed below.

23. **GENERAL:**

- 23.1 Unless otherwise agreed by the HOA contractor activity is restricted to the following times:
- 23.1.1 06h00 – 18h00 Normal weekdays

- 23.1.2 08h00 – 13h00 Saturdays.
- 23.2 Contractor personnel are not permitted to remain on site between the hours of 18h00 and 06h00.
- 23.3 All the contractor's workers and/or the contractor's sub-contractor workers must enter the Estate in an approved vehicle with the proper access card.
- 23.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the service provided. Rubbish/rubble shall be removed every three days and not burnt or disposed of on the Estate. No debris dumping on adjacent stands or the pavement is allowed.
- 23.5 The contract site is to be kept clean and properly screened as prescribed. If the contractor fails to maintain the site clean and tidy (within reason), then such a contractor may be prohibited from entering the Estate until such a time as the site is properly cleaned.
- 23.6 Materials off-loaded by a supplier that encroach onto the sidewalk or roadway must be moved onto the site by the contractor. Material and/or rubble must not be allowed to remain on the road or sidewalk, and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.
- 23.7 Deliveries from suppliers must be scheduled regarding paragraph 8.3.1 above.
- 23.8 Building boards must be erected, and boards must comply with the HOA's specifications, details of which are available from the HOA. Such boards are to be erected on the site and not on the sidewalks. Sub-contractor's boards are not permitted. All boards must be removed after issuing of the Occupation Certificate.
- 23.9 The Member and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property.
- 23.10 Should the HOA have any reservations concerning the conduct of the contractor and/or subcontractor, the HOA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owner and/or contractor.
- 23.11 This document must be fully understood and accepted by the contractor, Member and/or any sub-contractor, and they must undertake to comply with these Rules in addition to any new rules and regulations that may be introduced by the HOA from time to time.
- 23.12 Only approved contractors and/or contractor's employees who are in possession of official South African identity documents will be allowed access to the Estate. In the event that illegal workers are apprehended on the Estate, that contractor's employees in totality will be denied access to the Estate.

23.13 The HOA shall be entitled to levy fines against Members or their contractors and/or sub-contractors concerning any contravention of the above.

23.14 No unauthorised persons are allowed to building sites under construction.

24. **TRAFFIC:**

24.1 No vehicles shall enter or leave the ESTATE at any point other than at the entrance gates.

24.2 Non-Members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Constitution of the ESTATE.

24.3 All vehicles entering the ESTATE shall stop at the vehicle entrance.

24.4 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of OUBAAI GOLF ESTATE.

24.5 All Members and tenants are required to advise Security at the entrance gate to admit any person (including a member of his family) to OUBAAI GOLF ESTATE, giving the name of the individual to be admitted and the approximate time of arrival. Failing this, the Security Officer will when approached by any person for entry to the ESTATE, telephone the destination point for instructions. Entry will be refused if the above process cannot be concluded satisfactorily.

24.6 The Association may, using appropriate signage designed specifically for OUBAAI GOLF ESTATE, give direction as to the use of roads or any portion of the roads and Common Property, and failure by any person to obey this signage shall be a contravention of these Estate Rules.

24.7 Notwithstanding 9.6 and subject to the provisions of 6.4.4 and 6.4.6, vehicles such as motorised ride-on mowers, "carry-all" carts for the development and maintenance of OUBAAI GOLF ESTATE, as well as motorised golf carts may be driven on OUBAAI GOLF ESTATE's roads, provided:

24.8 the vehicles are in sound mechanical condition;

24.9 the vehicles have adequate front and rear lights when driven after dark; and

24.10 No helicopters or any means of aerial conveyance may be landed at any place on OUBAAI GOLF ESTATE without the authority of the Estate manager.

24.11 No vehicle may at any time block the thoroughfare of other vehicles on any road.

24.12 Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated

outside any erf or unit boundary

- 24.13 All vehicles, but particularly motorcycles, must have efficient silencer systems.
- 24.14 To guarantee exclusivity, no members of the public will be permitted into the residential area of Oubaai unless accompanied by a Member of the Home Owners Association or a golf club member. This will not apply to golfers visiting Oubaai on corporate golf days when they will be allowed to travel the direct route from the entrance to the Clubhouse.

25. **COMMERCIAL ACTIVITY:**

- 25.1 The Association shall regulate business on OUBAAI GOLF ESTATE. Applications to conduct business (including home offices) shall be lodged with the HOA before the commencement of such activities.
- 25.2 No advertising board may be displayed anywhere on OUBAAI GOLF ESTATE. If the display of an advertising board in respect of commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the HOA.
- 25.3 No door-to-door canvassing or selling is permitted at OUBAAI GOLF ESTATE.
- 25.4 Use of the Association's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the Association's mailing list.
- 25.5 No auctions of any manner, other than regarding an Order of Court, are permitted on the estate.

26. **FAILURE TO COMPLY WITH THE RULES:**

- 26.1 Failure by a Member to comply with any provisions of any Rules may result in:
- 26.2 a call for explanation and/or apology and/or a reprimand and a request to comply; and/or
- 26.3 the imposition of a fine; and/or
- 26.4 the withdrawal of any previously given consent applicable to the particular matter; and/or
- 26.5 an order to pay for damages resulting from non-compliance with any rule; and/or
- 26.6 Application to Court for the enforcement of the Rule; and/or disciplinary steps.
- 26.7 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules mentioned in this document of in the

transgression schedule shall be entirely at the discretion of the Trustees and may be revised from time to time. See Schedule for Transgressions and Fines.

27. MISCELLANEOUS REGULATIONS:

- 27.1 A breach of the Associations' Architectural and Development Guidelines or any other Regulation made in terms of the Associations' Constitution shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in Clause 11 of these Estate Rules.
- 27.2 All members of the Association, members of their households, tenants, visitors and invitees shall adhere to the rules relating to booking procedures, tariffs, dress and behaviour about any sporting, the recreational or other facility provided by the township.
- 27.3 The responsibilities of members in respect of the provision of services in the township shall be regulated in a Services Supply Agreement to be entered into between the Association and each member as a pre-condition to the supply of the relevant services to the Members