



CONDUCT RULES & REGULATIONS

(the "Rules")

MADE IN TERMS OF THE CONSTITUTION OF THE

MARINERS VILLAGE HOME OWNER'S ASSOCIATION

(the "HOA")

Please Note: THESE CONDUCT RULES AND REGULATIONS (THE RULES)

REPLACES THE PREVIOUS RULES

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1. Introduction

Mariners Village has been established primarily as a residential estate to provide a gracious and secure lifestyle for all its residents and members. To protect and enhance this lifestyle, these Conduct Rules and Regulations have been compiled in terms of the Mariners Village Home Owner's Association's Constitution and, as such, forms part of its Constitution.

These rules are not there to limit members' lifestyle and investment in the Complex, but rather to protect and enhance them. Like any other Applicable Laws, the Rules are binding on all persons living in, visiting and/or working in the Complex. Likewise, are all properly taken decisions by the Home Owner's Associations' Exco.

2. Definitions

In these Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Mariners Village Home Owners Association shall bear the same meaning in these Rules as in the Constitution.

"Applicable Laws"	means all laws, bylaws, ordinances and regulations of the Republic of South Africa, whether national, provincial and/or local to which the HOA may be subjected to, including but not limited to: National Building Regulations and Building Standards Act 103 of 1977 (as amended); LUPO; CSOAS; STSMA; WCLUPA
"Architectural Design and Landscaping Manual" (ADLM)	the separate document, Mariners Village Architectural Design and Landscaping Manual (as may be amended from time to time) prepared for and applicable to the development of all Property build or to be built in the Complex (see MV's current web-site in this regard: www.marinersvillage.co.za);
"Building"	every building constructed or to be constructed on a Property in the Complex;
"Common Areas"	all those portions of the Complex that were transferred by the original developer to the HOA or intended and identified by the developer as common areas, to be held and maintained by the HOA for the benefit of its Members, including communal: roads; walkways; open areas; recreation facilities; security systems and perimeter walls; offices; storage areas; etc.;
"Common Services"	all bulk services, including services in respect of the provision of: water; sewerage; electricity; storm-water drainage; refuse removal; telecommunications; firefighting; security; and all such other utilities and amenities serving the Common Areas, Units and Residential Erven;
"Complex"	means Mariners Village



“Complex Manager”	the person appointed by the HOA’s Exco as Manager, alternatively the HOA’s Chairman or a designated Exco member.
“Deed of Sale”	an agreement of sale and purchase in terms of which any party has purchased a Unit in a Sectional Title Scheme or a Residential Erf in the Complex;
“DRC”	the appointed Design Review Committee with the professional assistance of a registered Architect;
“Exco”	the HOA members elected at each annual general meeting (AGM) to form the HOA Exco with the authority and obligations to manage the Complex on a day-to-day basis in compliance with the HOA Constitution and these Conduct Rules;
“HOA”	Mariners Village Home Owners Association;
“Improvements”	any structure of whatever nature constructed or erected or to be constructed or erected on a Property in the Complex;
“Member”	a Member is an Owner of a Property in the Complex;
“Owner”	the registered owner of a Property in the Complex held under a registered Deed of Transfer following a Deed of Sale;
“Property”	a Residential Erf and/or a Sectional Title Scheme Unit held by an owner through a Deed of Transfer;
“Resident or Occupant”	anybody occupying or utilising a Property in the Complex for any reason whatsoever, whether it is the Owner, a member of his family, a tenant, an employee, a visitor, a contractor, a sub-contractor of a contractor, and/or a service provider;
“Rules”	these Conduct Rules and Regulations inclusive of all separate documents issued or to be issue by the HOA’s Exco for facilitating, regulating and managing any aspect of the Complex’s day-to-day activities in compliance with the Constitution. Such documents include (if applicable), but are not limited to: <ul style="list-style-type: none">• Architectural Design and Landscaping Manual;• Contractors’ Agreement• Building Process and Information;• Gardening Standards and Maintenance;• Use of Recreational Facilities;• Fines and Penalties;• Security Rules and Regulations



- “Unit” a section (as defined in the Sectional Titles Act) in a Sectional Title Scheme with such section's undivided share in the common property of such Sectional Title Scheme;
- “Vehicle” means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency;

3. Interpretation

- 3.1 Unless the context clearly indicates a contrary intention:
- (a) the singular shall include the plural and vice versa;
 - (b) a reference to any one gender shall include the other genders; and
 - (c) a reference to natural persons includes legal entities and vice versa.
- 3.2 When any number of days is prescribed in the Rules, it refers to calendar days and shall be reckoned inclusive of the first and the last day.
- 3.3 Where figures are referred to in words and in numerals, and if there is any conflict between the two, the words shall prevail.
- 3.4 If any provision of the Rules is in conflict or inconsistent with the HOA Constitution or any Applicable Law, the invalidity of such provision shall not affect the validity of the remainder of the Rules.
- 3.5 If any provision in a definition in the Rules is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition clause of the Rules, effect shall be given to it as if it were a substantive provision in the body of the Rules.

4. Legal Status and Members’ Responsibilities

- 4.1 Every Owner automatically becomes a Member of the HOA and is subject to the HOA’s Constitution and all Annexures or separate documents incorporate therewith it. A Member can’t resign from the HOA for as long as he is a Property owner in the Complex.
- 4.2 The Rules are binding upon all Residents, as is any legal decision taken or ruling made by the Exco in interpreting the Constitution and/or any Rules and Regulations forming part of the Constitution. However, Members always have the right to appeal the Exco’s decisions and rulings as provided for in the Constitution and any Applicable Law.



- 4.3 An Owner is primarily responsible for ensuring that the Rules are strictly complied with by all Residents and visitors on his Property. This compliance responsibility cannot be transferred or renounced by the Owner for as long as he remains the registered owner of the Property, and as such, a Member of the HOA.
- 4.4 It is the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, contractors and/or service providers on his Property are aware of the Rules applicable to them. In the event of any breach of the Rules, such breach shall be deemed to have been committed by the Member himself. However, and without prejudice to the foregoing, the Exco shall take or cause to be taken such steps against the person committing the breach as they in their discretion decide it to be appropriate.
- 4.5 For the purposes of receiving any notice or process to be delivered in terms of these Rules, any person residing upon the Complex chooses as his domicilium citandi et executandi the street address of the Property in the Complex. Documents delivered by hand to such Property will be deemed to have been received on the date of delivery thereof.

5. Limitation of an Owner's Property Rights

This section (5), although the contents are also applicable to property owners in Mariners Village, is included here to show that in South African Law a property owner's rights are not absolute, regardless as to whether an owner resides in a security complex or not. In other words, apart from the HOA Constitution of a security complex, such as Mariners Village, there are also many other specific acts that limit the entitlements of an owner towards his property. The reason being to ensure that an owner uses his property within the interest of the community he lives in. The following serves as examples thereof:

- 5.1 Although the description of ownership in law defines ownership as a complete and comprehensive right, it is limited by objective law. This means that an owner of property can use his property as he wants, but only in such a way that someone else is not burdened or prejudiced thereby. Various court cases and statutory legislation describe this and point out details of the extent to which ownership could be limited in the public interest, such as a home owner's constitution with its accompanying conduct rules and regulations.
- 5.2 . These various acts, also applicable to Marines Village, regulates, amongst other, the following matters:

5.2.1 Building Encroachment.

The encroachment of buildings as well as plants, roots, leaves and branches of trees. About buildings, no part of the building may exceed the boundaries of the property, whether any part of the building above ground, or the foundations below ground. Due to buildings being such a fixed structure it is sometimes difficult to rectify the encroachment. The remedies for rectifying the situation could be summarised as follows:



- Removal of the encroachment by the defaulting owner;
- Compensation to the non-defaulting owner;
- Transfer of the encroaching section to the encroacher with compensation to the non-defaulting owner; and
- Termination of occupation of the encroaching section of the property by the defaulting owner and compensation to the non-defaulting owner.

5.2.2 Plant Encroachment.

An aggrieved property owner may request neighbouring property owners to remove the encroachment of his property by plants, leaves and branches of trees from their property. If this is not done within a reasonable time, an order to affect this can be obtained. With roots the aggrieved owner cannot request the encroacher to remove the roots, but if the roots are causing damage to structures or the nuisance caused warrants it, the owner can get an order for the encroacher to remove the trees.

5.2.3 Interference with the natural flow of water.

The interference with the natural flow of water is not allowed. The act basically determines that although a neighbour should in the normal course of events, accept natural water flowing from higher lying properties, the natural flow of water may not be disturbed to such an extent that the concentration, volume or direction of the flow could cause damage or nuisance to a neighbouring property.

5.2.4 Elimination of danger.

It is accepted in law that any owner of property may not do anything on his property that could cause a dangerous situation for any neighbour or to the public. This includes keeping of dangerous animals, or storage of explosives, flammable liquids or other dangerous substances. In the built environment this is very important when considering the use of explosives for demolition or excavation, storage of fuel for the use in plant and equipment, certain equipment that needs careful or specialised handling, etc. For these reasons there is legislation that closely regulates these items, as well as health and safety regulations to avoid dangerous situations. Although these laws are not specifically noted here, it is important to carefully investigate applicable legislation before any possible dangerous situation is created.

5.2.5 Restrictive conditions

Restrictive conditions are limitations that are registered against the title deed of properties (such as the HOA's Constitution) in a township by the original township developer at the establishment of the township (restrictive conditions in the narrow sense) or against the township in general (restrictive conditions in the wide sense).



In the case of restrictive conditions in the narrow sense, it is possible to distinguish between personal restrictive conditions and real restrictive conditions.

The aim of restrictive conditions is to limit the entitlements of a single owner to the benefit of the other owners of the township in case of a real restrictive condition, or a specific person in the case of a personal restrictive condition. This could include restricting the size of development, building lines, height, style, finishes, etc.

Legal remedies for the non-compliance of restrictive conditions include:

- An interdict; and/or
- A delictual (legal) claim for compensation of damages.

6. Amendments to the Rules

- 6.1 Particularly in a developing residential complex, such as Mariners Village, rules and regulations will need to be added to, amended, supplemented or repealed in accordance with evolving needs and requirements. These evolving Rules and Regulations are meant to clarify, add practicality, give effect to and provide the necessary tools to ensure compliance with the HOA's Constitution by all Residents.
- 6.2 Being dynamic in nature, it is expected that the Rules will need to be reviewed from time to time by the Exco with the objective to keep them relevant and in touch with the ever changing external and internal environments and conditions.

7. Management, Administration, Notices, Fines and Appeals

7.1 Management and administration

- 7.1.1 The management and administration of the Complex is solely the responsibility of the Complex's Exco, as appointed in terms of the Constitution.
- 7.1.2 The Exco is entitled to delegate certain of its managerial powers to the Complex Manager and/or an appointed independent Management Agent.
- 7.1.3 The Complex Manager or any appointed Management Agent will collect levies and all other charges (including penalties, as well as costs to rectify damage caused by owners and interest charges) on behalf of the HOA from its Members/Residents. All levies are due and payable in advance by not later than the first day of every month.
- 7.1.4 Interest at the from time-to-time applicable annual prime interest rate of the HOA's Bank plus up to three percent (3%) may be raised on all accounts in arrears, including unpaid penalties and any other charges for which an owner is liable in terms of the Constitution.



7.1.5 Any Member's unpaid account, overdue for a period exceeding 90 days, shall be handed over to the HOA's appointed attorneys and/or collection agents for recovery. All costs and expenses so incurred by the HOA shall be recoverable from the Member whose account has been handed over.

7.1.6 The HOA shall have control of the use of all current and/or future common recreational and entertainment facilities in the Complex and the Exco shall have the right to levy charges for the use thereof.

7.2 Main Objectives and Powers

For clarity purposes it is imperative that all Members must understand the powers, responsibilities and functions of their HOA's Exco and their authorised representatives.

7.2.1 In summary, the main objectives and powers of the Exco are:

- (a) to prescribe the general architectural design of new buildings, as well as any additions and/or alterations to existing buildings and the prior review and approval of such buildings to be constructed/erected in the Complex;
- (b) to ensure the proper maintenance of all buildings, including the external facades, roofs and gardens thereof, which maintenance is to be carried out by and at the expense of the Owner;
- (c) the maintenance of all Common Areas including the landscaping of same, all facilities and amenities located on such areas, which maintenance is to be carried out by and at the expense of the HOA;
- (d) the maintenance and upkeep of all common services (including. water supply, storm water control, sewerage, refuse removal, roads, electrical, and security systems) and to ensure that such services are timeously paid for as and when required.
- (e) to manage the day-to-day affairs of the Complex as efficiently, effectively and economically as possible, all within the constraints of the HOA's annual budget and to report on the same to its Members at the Annual General Meeting.
- (f) to implement and maintain adequate security measures and systems for controlled access to and living in the Complex.

7.2.2 The HOA's ancillary powers are, amongst others:

- (a) the promotion, advancement and protection of the interests of the Members generally, in all matters affecting the Complex;



- (b) to enter into service agreements with the Local Authority or any other authority or service providers;
- (c) to ensure the proper and safe use of common property/areas to the benefit of all Members
- (d) to see to it that private gardens are landscaped and maintained properly to ensure an appealing overall development of the Complex;
- (e) to manage the application and use of any recreational facilities; and
- (f) the formulation, enforcement, modification, amendment, additions and deletions of the HOA Rules and Regulations, all in terms of the Constitution.

7.3 Non-compliance with the Rules

7.3.1 In the event of any complaint that a Resident may have against another Resident relating to the non-compliance with any of the Rules, the first step is for the parties involved to try and resolve the matter peacefully and amicably between themselves by exercising tolerance and mutual respect. However, if the issue can't be resolved by them, the matter may – in writing -- be brought to the attention of the HOA Exco or the Complex Manager for their consideration and resolution based on the Rules. The Exco's ruling shall be final and binding on the parties involved. It is, however, important to know that the Exco is not obliged to arbitrate any dispute between Members.

7.3.2 For purposes of ensuring adherence to and compliance with the Rules, the Exco shall have the right to take such action against a Member/Resident as they consider appropriate, including but not limited to:

- (a) giving notice to the Member/Resident concerned requiring him to remedy such breach or see to it that such breach is remedied within a specified time as they may consider reasonable; and/or
- (b) take or cause to be taken such steps as they consider necessary to remedy the non-compliance with or breach of any Rule of which a Member is found to be guilty, and debit against debit the cost of so doing to the applicable Member's monthly levy account, amount shall then be deemed to be a debt owing by the Member concerned to the HOA; and/or
- (c) take such other action as they consider necessary and/or appropriate, which action may include the imposition of a penalty, even if such breach and penalty is not specifically referred to in the Fines and Penalties Schedule.



- 7.3.3 Notwithstanding the foregoing, the Exco is entitled to enforce the provisions of any of the Rules by proceedings in a court of competent jurisdiction and for this purpose Exco shall appoint such attorneys and counsel as they deem fit.
- 7.3.4 The Exco's instructions and/or rulings in any matter that falls within the ambit of the HOA's Constitution and the Rules shall be final and binding, but a Member always have the right to appeal under the Applicable Laws.

7.4 Notices

- 7.4.1 Notices by the Exco and/or the Complex Manager and/or via the Managing Agent are given to Members who are in breach of the Rules. The aim being to ensure compliance with the Rules and/or to rectify improper behaviour.
- 7.4.2 The first notice may be given to defaulting Members orally and/or in writing (which includes an e-mail). Such first notice may be subject to a fine, depending on the circumstances and the seriousness of the transgression (refer to the Fines and Penalties Schedule in this regard as well as clause 7.3.2 (c) above). The Member will be given a fair period to correct his behaviour and to comply with the Rules going forward.
- 7.4.3 If the Member/Resident does not comply with the first notice, a second written notice, accompanied by a fine, will be served on the Member instructing him to comply within a certain period, failing which will result in further increased penalties/fines and/or legal action.
- 7.4.4 No Member/Resident shall refuse receipt and/or delivery of any written notices from the HOA and/or the Complex Manager. Refusal will result in the placement of the notice in the normal fashion, i.e. by attachment to the gate and/or front door of the Member's residence and it will be regarded and accepted to be sufficient service of such notices and that the Member has received the same.

7.5 Fines and Penalties

- 7.5.1 The Exco is responsible for setting fines and penalties from time-to-time as they consider appropriate for penalising Members who wilfully or repeatedly transgress or breach the Rules.
- 7.5.2 The various penalties and fines in respect of first, second or repeated transgressions of the Rules are contained in a separate document under the title "Mariners Village – Fines and Penalties", that is hereby incorporated into the Rules. However, any rule not adhered to, whether indicated as carrying a fine or not, could be subject to a fine of at least R150.00. Persistent transgression of the Rules and Regulations will result in legal action being taken by the Exco to interdict an Owner/ Resident to refrain from further transgressions and/or alternative legal relief.



The fines/penalties mentioned in the “Mariners Village - Fines and Penalties” document must be regarded as a guideline and may be amended by the Exco in respect of any single event, depending on the circumstances. Fines/penalties will automatically be adjusted annually with inflation and/or such amounts deemed appropriate by the Exco, at the beginning of each new financial year.

- 7.5.3 The issuing of a fine/penalty is normally the last recourse the Exco will use to ensure compliance with the Rules. This, however, does not necessarily apply to Residents not adhering to the Complex’s Rules of the road, e.g. speed limits, stop signs, etc. In such cases the Exco, or their duly authorised representatives, have the authority to apprehend and spot-fine motorist who disregard the rules of the road.
- 7.5.4 If any person damages any common property on the Complex or contravenes or fails to comply with any of the provisions of these Rules or any conditions imposed, or directives given by the HOA in terms of these Rules, the Exco shall be entitled (without limiting any other rights afforded to them in terms of the HOA’s Constitution and these Rules) to impose suitable fines and/or penalties on the person concerned. If the person concerned is a guest, tenant, invitee or a family member of a Member (i.e. anybody for whom the Member assumes responsibility), that Member will be liable for payment of such fines or penalties.

Any fine or penalty imposed on a Member or any member of his family, and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the Member concerned to the HOA. If the person concerned is a Resident occupying a Property in terms of a purported short-term lease or short-term sub-lease, such person will be liable for payment of such a fine and/or penalty jointly and severally with the Member.

- 7.5.5 In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of its provisions, or any directions given in terms of the Rules, shall be deemed to be guilty of a separate offence for every 24 (twenty-four) hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 7.5.6 Fines/Penalties will be in writing, giving details of the offence or breach committed and the amount of the fine/penalty.
- 7.5.7 Any fine or penalty imposed on a Resident in terms of these Rules shall be a debt due and payable to the HOA by the Member within 14 (fourteen) days after being issued with such fine or penalty.
- 7.5.8 Should a Member fail or refuse to comply with rule 7.5.7, the Exco shall take whatever action may be necessary and appropriate (including legal action) to receive payment from the Member as well as to recover any costs incurred in doing so. Alternatively, unpaid penalties or fines may be debited to a Member’s monthly HOA account and is payable in full in the pursuing month. Interest will be charged on late payments.



7.5.9 Any monies received from a Member in payment of his normal HOA monthly account will first be offset against any unpaid fines/penalties and interest.

In summary, the following procedural steps will be taken against Residents that do not abide by the Rules:

- (a) Verbal or written warning for the 1st offense (however, a fine may be added);
- (b) Written warning plus the applicable 2nd offense fine/penalty;
- (c) Written warning plus the applicable "Repeated Offense" fine/penalty and an invitation to attend a special Exco meeting; and
- (d) Lastly, legal action (at the cost of the Owner and/or Resident involved).

7.6 Appeals and Complaints

7.6.1 In the event of any appeal or dispute of the facts relating to a notice of breach served, or a fine/penalty imposed by the Exco on a Member/Resident, the Member/Resident may appeal by making a written representation addressed to the HOA's Exco. The appeal will be dealt with at the first Exco meeting after receiving such written representation. The decision of the Exco is final.

7.6.2 The HOA may, but is not obliged to, investigate (in such manner as it deems fit) written complaints received from Members relating to the behaviour and/or conduct of other residents and persons on or about the Complex and shall take such steps with regard thereto as it may deem fit. The Exco shall be entitled on their own initiative to investigate the conduct of any person or persons and to take such action as they may deem appropriate.

7.6.3 In the event of annoyances or complaints, the parties involved must attempt to settle the matter between themselves. However, should the parties opt to escalate the matter to the HOA, the procedure shall be as follows:

- (a) The parties must make a written submission to the HOA's Exco;
- (b) The Exco shall at its sole discretion decide if they will arbitrate in the matter or not;
- (c) If the Exco is of the view that they could arbitrate the matter at the hand of the Rules, they will arrange for a meeting with the parties involved and decide the matter. The Exco's decision shall be final and binding;
- (d) If the Exco is of the view that they are not prepared to arbitrate the matter (for which they do not have to give reasons), they will inform the parties accordingly,



and the parties will then have to resolve the complaint/dispute themselves any way they consider appropriate.

- (e) No party or Resident shall have any claim of whatsoever nature against the HOA or its Exco for a decision taken by them regarding any matter ruled on by interpreting the Rules.

7.6.4 Notwithstanding anything contained in this clause 7.6, Members shall always have the right to appeal in terms of section 38(1) and (54(1)(d) of the Community Schemes Ombud Service Act, 2011 (CSOSA). For lodging an appeal in terms of CSOSA, members must refer to the CSOSA Act itself and follow the prescribed process as contained in the CSOSA.

8. Buying, Letting and Reselling of Property

Should any Owner wish to sell or lease/rent his property, only a registered Estate Agent approved by the Exco may be used to manage a Member's sale or lease of Property. In the event of private sales or leases, the Owner will comply *mutatis mutandis* with the conditions as set out herein where applicable.

8.1 Accreditation of Estate Agents

The following Rules apply to secure the safety of all the Owners:

- 8.1.1 A formal application form must be completed by all Estate Agents ("Agents") that wish to sell/lease Property in the Complex. To be approved as an Agent authorised to market property in the Complex, the following general rules will apply:
 - (a) Agents must be registered with the BOARD FOR ESTATE AGENTS and be able to provide proof of their registration when applying for registration as an Agent.
 - (b) If approved, the Agent shall be obliged to pay a non-refundable registration fee as determined by the Exco from time-to-time.
 - (c) Registration will be for a maximum period of 12 months after which the Agent must re-apply.
- 8.1.2 "For Sale", "Sold" or "To Let" agent boards are not permitted in the Complex.
- 8.1.3 No "Show House" is permitted. Property may only be listed and marketed via appointment arranged with the Owner.
- 8.1.4 Any prospective buyer must be escorted by a registered Agent or the Owner when entering and while in the Complex.
- 8.1.5 Agents will not be allowed to approach owners to solicit properties for sale or rent.



- 8.1.6 The Exco reserves the right to withdraw the Complex registration of an Agent who does not adhere to the rules.
- 8.1.7 The Owner must ensure that the Agent is provided with a copy of the Rules as well as any other documents applicable to Members. Prior to the signing of any sales/lease agreement, the Agent must, in turn, ensure that the potential buyer/lessee is informed and receives a copy of these Rules.
- 8.1.8 A list of accredited Estate Agents, as approved by the Exco, can be obtained from the Complex Manager.

8.2 Clearance Certificates

- 8.2.1 A Clearance Certificate, issued by the HOA, is required before any Property Sale Agreement shall be submitted to an Owner's transfer attorney. A copy of the Sale Agreement must accompany the Owner's application for a Clearance Certificate to be issued by the HOA.
- 8.2.2 A Clearance Certificate shall only be issued if the Owner's application for such certificate is accompanied with a written confirmation signed by the Buyer stating that the Seller provided him with a copy of the HOA's Constitution as well as the Conduct Rules and Regulations with all its Annexures and that the Buyer has read, understood and accepted that it shall be binding on the buyer
- 8.2.3 The certificate shall only be issued if the owner is not in arrears with his levies and other charges owing to the HOA, including but not limited to fines/penalties and/or interest.

8.3 Required Sale Agreement Clauses

The Seller of Property in the Complex shall ensure that the sale agreement contains the following clauses dealing with the following matters:

- 8.3.1 "The Purchaser acknowledges that he/she accepts and agrees that he/she shall, upon registration of the property into his/her name, automatically become a member of Mariners Village Home Owner's Association (HOA) and as such shall be subject to the HOA's Constitution as well as its Conduct Rules and Regulations as may be amended from time-to-time."
- 8.3.2 The Seller shall procure that, in addition to any other conditions of title, the following conditions of title are inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property:
 - (a) "Subject further to any conditions laid down by the Transferor in favour of Mariners Village Home Owner's Association, the transferee, his heirs, executors and successors in title are obliged to be members of the Mariners Village Home Owner's Association from the date of registration of the property into their name,



and as such shall be subject to Mariners Village Home Owner's Association's Constitution as well as its Conduct Rules and Regulations and any other applicable rules and regulations as may be amended from time-to-time."

8.4 Lease Agreement Requirements

- 8.4.1 Should any Owner let his Property, he (or his Agent) shall advise the Exco in writing accordingly in advance of the intended occupation by a Lessee. The Owner shall also supply the HOA with the name and other personal information (e.g. ID number, contact numbers, etc.) pertaining to the Lessee, as well as the period of the lease and the number of occupants.
- 8.4.2 The Owner must personally ensure that the Lessee receives a copy/copies of these Rules and any other Administrative regulations applicable at the time and contractually binds his Lessee to such rules and regulations in the Lease Agreement. In other words, the Owner must ensure that his tenants abide by all the Rules, regulations and requirements of the HOA.
- 8.4.3 Any form of short-term letting/renting (apart from those describe under Rule 14), or advertising for short-term letting, is strictly prohibited. Short term letting is defined as any form of letting in which the Owner of a Property allows a third party to occupy (at a price or not) such Property for a period of less than 3 months, irrespective of such consent being in writing or verbally. For the purposes of this rule, advertising includes but are not limited to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet.
- 8.4.4 A tenant (or his agent) shall not, without the prior consent of the HOA, sub-let or part with occupation or control of any Property occupied by him in accordance with the provisions of this sub-rule 8.4 or any part thereof. Any tenant who intends to request the HOA for written consent to sub-let the property shall:
- (a) Furnish the HOA with the Owner's written approval for the sub-letting of his Property;
 - (b) Furnish his sub-tenant with a copy of these Rules; and
 - (c) Furnish the HOA with the relevant signed sub-lease which shall be for a minimum period of 3 months and which shall contain a clause in terms of which the sub-tenant acknowledges and agrees that these Rules are binding upon him and are enforceable against him by the HOA.
- 8.4.5 A Member is required to ensure that the occupant of his Property, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of these Rules as may be applicable.



8.4.6 Without detracting from the foregoing, the Member shall remain bound by these Rules, notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling all his obligations under the Rules and Constitution.

8.5 Occupancy Restrictions

To maintain the low-density residential nature of the Complex, no Member or tenant shall accommodate or allow the accommodation of more persons on any Property than the maximum number determined in accordance with the following:

Two-bedroom Properties:	<i>6 (six) persons</i>
Three-bedroom Properties:	<i>8 (eight) persons</i>
Four-bedroom Properties:	<i>10 (ten) persons</i>
Five-bedroom Properties:	<i>12 (twelve) persons</i>

(Short-term exceptions may be allowed over holidays)

8.6 General Rules Pertaining to the Occupancy of Property

- 8.6.1 No Property unit may be used as a commune. A unit shall not be occupied permanently by more than the number of people allowed for in Rule 8.5 above.
- 8.6.2 No unit shall be used for any unlawful purpose or for any purpose that could negatively affect the reputation of the Complex.
- 8.6.3 Residents shall ensure that their visitors adhere to all security protocols and, where possible, the security guard shall be advised in advance of any pending arrival of visitors.
- 8.6.4 Access to the Complex may be denied to tenants, members of their households, invitees, employees, guests or contractors should any of such people for whom the tenant is responsible, transgress the Rules and Regulations of the Complex.

8.7 Buying a Vacant Erf.

- 8.7.1 Anyone buying a vacant erf in the Complex is obliged to start building within 24 (twenty-four) months after the erf has been registered in the buyer's name. A building project must be completed (inclusive of garden walls, paved driveways, garden layout, court yard), and the house occupied, no later than 12 (twelve) months after the building project was started for the first time. Failing to start with construction within the mentioned period will automatically result in penalties being levied and added to the Owner's monthly HOA account.



The penalty will be doubled every six months as long as the construction remains incomplete. The penalty will start off as 50% of the normal monthly levy then applicable to all other erven in the Complex.

- 8.7.2 Where vacant erven were bought prior to this rule 8.7 coming into effect, and such erven are still empty, this rule shall apply as if the erven were registered in the Owners' name on 1 October 2018.
- 8.7.3 No person shall commence with the construction of any building or structure or any additions or alterations or any construction works of whatsoever nature without the prior submission of the plans to the HOA for their review and written approval.
- 8.7.4 All construction work, whether undertaken by a contractor or the Owner himself, must be done during the hours stipulated by the HOA from time-to-time for building contractors, unless prior written approval is given by the HOA for building operations to take place outside such hours and/or working days. Home owners must ensure that all builders/contracts comply with the rules and guidelines.
- 8.7.5 All building projects are subjected to the HOA's Architectural Design Manual (the "ADLM") as amended from time to time. It is a potential buyer's duty to obtain a latest copy of the applicable document before purchasing an erf with the intention to build on it.
- 8.7.6 The purpose of the ADLM is to encourage individual creativity within a unity of designs, materials, and finishes, ensuring that the overall appearance of the Complex harmonizes and creates a special environment and lifestyle for all Residents.
- 8.7.7 It is strongly recommended that the purchaser engage the services of a qualified architect or draftsman for designing and preparing the required construction plans for the envisaged construction works. It is further advised that the chosen architect or draftsman consult with the HOA prior to designing the proposed dwelling or alterations to determine the design parameters for the project and to respect the privacy of neighbours with such design.

9. Common Property and Environmental Management

9.1 Refuse Removal

- 9.1.1 Refuse removal is provided by the local Municipality or a service provider appointed by the Exco.
- 9.1.2 The timetable and prescriptions for domestic refuse removal, as published from time to time by the local Municipality or the Complex's contracted service provider (if applicable), will apply to and be observed by all the Complex's Residents.



- 9.1.3 Refuse bins must be placed on the verge outside and removed from sight soon as possible after collection and stored by the Residents out of sight from the street and public areas. Both the bins and the refuse storage areas are to be kept clean and hygienic to prevent insects and smell.
- 9.1.4 General garden refuse may not be placed on the curb-side or sidewalk for collection for a period more than 8 hour. The disposal of such refuse is the responsibility of Residents themselves and at their own expense.
- 9.1.5 Collecting agents employed by Residents must be registered with the HOA as applicable to contractors and all access and security control protocols must be observed.
- 9.1.6 No garden refuse or building rubble may be dumped on empty stands or on any common property in the Complex. Fines may be levied in the event of unlawful dumping of garden refuse or other rubble. However, refuse or rubble so dumped, may be removed by the HOA at the cost of the perpetrator or his principal and/or the identified Owner or Resident.
- 9.1.7 Garden refuse, or other waste, may never be burnt anywhere in the Complex. Residents contravening this regulation shall be fined rather heavily.

9.2 **Common Property**

- 9.2.1 The HOA is responsible for planting and maintaining trees, plants and shrubs on the curb-sides and other common areas in the Complex. In the event of damage to same, or the demise thereof, Residents are requested to notify the HOA/Complex Manager accordingly to have it replaced or treated.
- 9.2.2 Flora and fauna may not be damaged or removed from any common property of the Complex. Fires must always be prevented, e.g. by throwing cigarette stubs in the vegetation, sparks from braai fires, etc.
- 9.2.3 The trapping of birds and animals and the setting of snares are strictly prohibited.
- 9.2.4 No person shall do anything that could detrimentally affect the amenities, flora or fauna of the Complex, or unreasonably interferes with the use and enjoyment of the Common Area by others.
- 9.2.5 No person shall do any gardening or landscaping on any common areas without the express prior written approval of the HOA/Complex Manager regarding the nature and extent of such gardening or landscaping to be undertaken. Similarly, residents may not erect any structure, walk paths, pond or whatever without prior consultation with the HOA.
- 9.2.6 Residents have the right to use all areas of the common property and are encouraged to assist the Exco in making it as pleasant as possible for all concerned.



After the use of any part of the common property, it must be left clean and in the same condition as prior to its use. The use of the common property shall always be at the Residents own risk.

9.2.7 When using the Complex's common property, Residents must ensure to keep noise within acceptable levels so as not to disturb other Residents. No objects shall be thrown around other than balls, Frisbees or other "safe" playing instruments.

9.2.8 Any damage to common property shall be repaired by the HOA at the cost of the parties involved.

9.3 **Noise**

9.3.1 The sound of music, via any device or instrument, must be kept at a level that is not intrusive to Residents of adjacent properties.

9.3.2 Occasional parties/celebrations must be conducted with a minimum of noise generation and no music or noise caused by merrymaking shall be heard beyond the boundaries of the applicable unit between the hours of 23:00 and 8:00.

9.3.3 The use of powered implements, such as power saws, lawnmowers, brush cutters, weed eaters and the like, that produce noise (regardless of by whom and what purpose it is used) shall be kept within reasonable limits and will in any event only be used between the following hours:

(a) May to August : 07:30 - 18:00; and

(b) September to April : 07:00 - 19:00

(c) On Sundays and Public Holidays noisy activities will be limited to the hours of 09:00 to 13:00.

9.3.4 Motorbikes or any other vehicles with noisy exhaust systems are prohibited, and vehicle hooters shall not be sounded within the Complex.

9.3.5 NO fireworks shall be set off within the boundaries of the Complex. Criminal charges may be brought against perpetrators and an internal fine will be levied.

9.3.6 House alarm systems must have the ability to reset itself within an acceptable time from it first started to sound.

9.4 **Domestic Animals and Pet Register**

9.4.1 A maximum of 2 {two} dogs (preferably no vicious breed) or 2 (two) cats may be kept on regular erven, subject always to an application form being completed and the written approval from the Exco first being obtained.



This permission shall not be unreasonably withheld. *Special prior permission must be obtained from Exco if a Members wishes to have more than the allowed number of pets.*

- 9.4.2 A pet register will be kept at the guard house and all residents to ensure that they register their pets.
- 9.4.3 As a general rule tenants are not allowed to keep any pets, unless the Exco grants them prior written permission to do so.
- 9.4.4 The Owner of the Premises will always be responsible for domestic animals being kept, either by him or his tenants and ipso facto for any penalties that may be incurred because of noncompliance with these Rules pertaining to domestic animals.

(Sectional Titles have different ruling about pets – ensure to obtain a copy of the rules and regulations from the Managing Agents).
- 9.4.5 Where dogs are kept, the property must have a suitable enclosure to prevent the dogs from straying off the Resident's property. Pets must always be kept and looked after in a humane and loving manner. They may not be left for a period of 24 hours without adequate human care and supervision.
- 9.4.6 Cats must be sterilized, and all pets must be immunized against rabies, etc. Certificates evidencing compliance with this rule must be submitted with the Owner's application to keep dogs and cats. The Exco may at any time request that Residents with pets present them with the required certificates.
- 9.4.7 No wild animals or poultry, pigeons or birds (other than kept in a cage indoors), which impact on and cause a nuisance for neighbouring units, may be kept in the Complex. No outside aviaries of any kind and for any purpose are permitted in the Complex
- 9.4.8 Pets are not allowed to roam the streets. Roaming unknown pets, without tags as contemplated in rule 9.4.10, will be removed immediately, without notice to the owners and be handed to the municipal pound or SPCA. In the event of the owner being known to the Complex Manager, or the owner becoming known to the Complex Manager, a fine may be levied, depending on the circumstances leading to the animal being outside of the owner's residence.
- 9.4.9 Pets must be walked on a leash in common areas. All streets, sidewalks and open areas are defined as common or public areas.
- 9.4.10 Should any excrement be deposited in a public area or on another Resident's property, it must immediately be removed and hygienically disposal of by the owner of the pet.
- 9.4.11 Every pet must wear a collar with a tag indicating its owner's name and contact number.



Cats must also have a bell attached to their collars to protect the birdlife on the Complex. Unknown untagged stray pets, or pets that are consistently allowed to roam the streets, will be apprehended and handed to the municipal pound or SPCA.

9.4.12 The owner will be responsible for any damage or injury caused to property, persons and/or other animals within the Complex by his dogs or other pets.

9.4.13 Should any domestic animal prove to be a continual nuisance to other Residents, the Complex Manager may call on the owner of the domestic animal to remove it. If the owner fails or refuses to do so, the Complex Manager may fine the owner and/or procure the animal's removal from the Complex and to recover any costs so incurred from the Resident concerned, without prejudice to the HOA's rights to also recover any penalty imposed.

9.5 **Ponds**

9.5.1 The Complex's ponds are for relaxation and general enjoyment of all Residents and must be protected and maintained as such.

9.5.2. No person may enter the ponds;

9.5.3 No domestic animal shall be allowed to enter the ponds;

9.5.4 No person shall pollute or permit the pollution of the ponds or streams by any substance that may in any manner be injurious to plant, animal or bird life, or that may in any way be unsightly.

9.5.5 No person shall discard any litter or any article of any nature whatsoever in the ponds

9.5.6 Children under the age of 10 are not allowed in the pond area without adult supervision. Parents are always responsible for supervising their children. The HOA does not take any responsibility for accidents or injury caused to anyone using the Complex's pond area.

9.6 **Fire prevention and hazardous substances**

No person shall bring or permit any person to bring any substances into the Complex or permit the storage of any substances on the Complex that may constitute a fire hazard or a threat to the health of any of the residents or other persons or that may result in the contamination of the Complex.

9.7 **Domestic Staff**

9.7.1 Owners will take full responsibility for the domestic staff employed by them. All permanent staff shall be briefed on the Conduct Rules by the resident employer and will abide by it.



- 9.7.2 All domestic staff and their visitors must be registered with the HOA at Security Offices prior to being allowed to enter the Complex on a regular basis.
- 9.7.3 No parking of private vehicles owned by staff members will be allowed on the pavements or in the streets. Owners will provide sufficient parking on their property for staff as needed.
- 9.7.4 Residents are responsible to notify Management should the services of a domestic staff member be terminated.

10. Use of Streets

- 10.1 The streets of the Complex are for the use of all Residents, whether on foot, bicycles, or any other means. Although motor vehicles are a part of the street environment, they are not necessarily the dominating factor. People, animals, birds and wild life shall always have the right of way in the Complex.
- 10.2 The HOA may, by means of appropriate signage, give direction as to the use of streets in the Complex. Failure by any person to obey the street signs shall be liable for a fine.
- 10.3 All vehicles entering the Complex shall stop at the Complex entrance and comply with the Mariners Village Security rules and regulations.
- 10.4 No vehicle shall enter the Complex unless admitted by the security guard on duty at the entrance, except where the HOA has issued the driver a device enabling the driver to operate the gates/booms himself.
- 10.5 No Resident shall permit the use of such device for operating the vehicle entrance gates/booms by any person save a member of his household, or the guests or lessees of the person to whom it was issued.
- 10.6 The speed limit in the Complex is restricted to 25 km per hour. No person shall drive or ride any vehicle in the Complex in such a manner that would constitute an offence under the relevant traffic ordinance.
- 10.7 Parents are responsible for the safety of children who play in the streets of the Complex, but motorists must approach children in or near the street with extreme caution.
- 10.8 Motor vehicles or any other self-propelled vehicle may only be driven in the Complex's streets by people with an appropriate and valid driver's licenced.
- 10.9 Only licensed and roadworthy vehicles of the kind permitted on public roads will be allowed to use the roads in the Complex.



- 10.10 Bicycles have preference over motor vehicles in the use of the Complex's roads. However, cyclists must adhere to all the rules of the road.
- 10.11 Day guests must park their cars in the driveway or on the street verge of the Property being visited by them, provided it does not obstruct the normal flow of traffic.
Permanent parking in these areas is strictly prohibited. For special occasions such as parties, arrangements must be made for parking of guest vehicles. The Estate have special parking bays outside the gate entrance and residents can consult with neighbours for the use of their driveways.

11. Electricity Supply

- 11.1 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 11.2 No person, other than a person specifically authorised thereto by the Complex Manager, 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.
- 11.3 Residents shall pay for the usage of electricity on a pre-paid basis.

12. Ensuring a Pleasant Streetscape

12.1 General

- 12.1.1 Although the HOA is responsible for the maintenance of the common areas and thus the area between the road curb and the boundary of each property, Owners, with permission from the HOA/Complex Manager, may look after that portion of the common property by incorporation it into their gardens.
- 12.1.2 Damage to curb-sides, road signs, lamp posts and road markings, will be repaired by the HOA at the expense of the offender (or the legal guardians if minors) or the principals of contractors. Repair costs shall be payable on demand. However, if the offender is an Owner, the amount for such repairs will be added to the Owner's monthly HOA account for payment to the HOA at the end of the ensuing month.
- 12.1.3 The need for repairs to curb-sides, road signs, lamp posts and road markings must be reported to the Complex Manager as soon as possible and he shall arrange for the necessary repair work to be done.
- 12.1.4 Curb-sides and sidewalks may not be used for storing sand, top-dressing, gravel, bricks etc. It is the responsibility of the Owner of the property to clear the curb-side or sidewalk within three working days to avoid fines.



- 12.1.5 It shall be the responsibility of Residents to keep the sidewalks adjoining their properties in a clean and tidy condition and to refrain from doing anything that may damage or detract from the vegetation established by the HOA.
- 12.1.6 Garden refuse, other rubbish, building rubble, rocks and the like may not be dumped on empty properties and, if so dumped, will be removed at the cost of the guilty party and added to the guilty party's next HOA monthly account, together with the applicable fine.
- 12.1.7 No trees or plants may be planted or removed from the sidewalks (i.e. common property) without the permission of the Complex Manager, whose permission shall not be unreasonably withheld.
- 12.1.8 Residents shall respect the biodiversity of the Complex and endeavour to encourage this by following good environmental practices. This includes a respect for the immediate surrounds and a positive approach to the environmental implications of their actions.
- 12.1.9 No washing of any kind may be hung or placed to dry except in areas specially meant for that purpose (not allowed over any boundary walls). All washing lines or other devices for drying washing must be placed below the level of garden/yard walls so that they are not readily visible from any street and/or other neighbouring properties.
- 12.1.10 Littering in the streets or open spaces is strictly prohibited.
- 12.1.11 No advertisements boards of any nature may be exhibited in the Complex without the prior consent of the Exco. The Complex Manager shall have the right to remove any material exhibited in contravention of this rule.
- 12.1.12 Residents are not permitted to affect any major repairs to any vehicle on any portion of the common property, nor on the Owner's private property where such activities can be seen from the street or by neighbours.
- 12.1.13 Open fires may not be lit in private properties or common areas. Fires are only allowed in properly constructed braais / fireplaces designed for that purpose and under supervision of adults.

12.2 Private Gardens

- 12.2.1 Residents are expected to maintain a high standard of garden frontage. Lawns must be kept short and edges trimmed. Paved areas must be kept free of weeds. Where this is not done, the Complex Manager shall provide the Owner with a written request in this regard and allow him 7 days to correct the matter. Should the owner not respond to the Complex Manager's first request, a follow-up letter of demand will be issued to the Owner wherein he will be granted a further 3 days to get his

garden in order, failing which the Complex Manager shall arrange that the garden be cleaned up at the expense of the Owner. The expenses and a penalty will be charged to the Owner's monthly HOA account for subsequent settlement. Should the Owner thereafter not maintaining his garden as required, the HOA shall, without any further notice, arrange for the regular maintenance of the defaulting Owner's garden at his cost and increased penalties.

- 12.2.2 Owners shall ensure that declared noxious flora are not planted or growing on their property. Residents must ensure that they adhere to the Indigenous Plants and Protection Act, Act 185 of 2000 as amended from time-to-time.
- 12.2.3 The Owners of vacant erven must keep them clean. Veldt grass and other growth must be kept short (to less than 400mm) to prevent fires as well as for security reasons. Non-compliance by Owners may result in a penalty. In addition, the Exco reserve the right to clean the stand at the Owner's expense as regularly as may be necessary and without any further notice to the Owner.

12.3 Private Buildings

- 12.3.1 Boundary walls are compulsory on erfs and Owners need to comply with the precedent set and the ADLM. All walls, buildings and other structures visible from the streets and neighbouring properties must be properly maintained and kept in a good state of repair.
- 12.3.2 Caravans, trailers, boats, kennels and the like should be sited out of view from the streets behind appropriate garden gates and screened from neighbouring properties. The same applies to cars not in daily use and for which there is no parking in a garage on the Resident's property.
- 12.3.3 Water storage tanks (low profile tanks only) will be allowed on the Property, but they must be positioned out of sight from the streets and from neighbouring Properties, and/or screened from sight by masonry walls – for which prior HOA approval must be obtained - of which the finish matches the dwelling.
- 12.3.4 Air conditioners are not to be visible from the street and should be covered in a box or moved to a lower level or removed.
- 12.3.5 If, in the opinion of Exco, a Member fails to maintain the exterior of buildings or structures on his property in keeping with high standard applicable in the Complex, the Exco shall issue the Member with a notice requesting to rectify the matter. Should the Member fail, or refuse to do so despite reasonable notice, Exco may procure that the required maintenance work be done at the cost of the Member and charge the costs, including a penalty, to the Member's monthly HOA account for settlement in terms of the Rules.



- 12.3.6 The positioning of satellite dishes must be carefully considered. The diameter of the dish shall not exceed 90 cm and the colour of the dish must be white.
- 12.3.7 No Wendy House or any other storage units, or loose standing under cover areas may be erected on a property.

13. General Good Neighbourly Conduct

- 13.1 All Residents must recognize each other's right to privacy and peace.
- 13.2 No do-it-yourself activities and/or hobbies that could cause aggravation or nuisance of the Complex's residents may be conducted.
- 13.3 Apart for self-defence purposes, no person may discharge any firearm, air-rifle, crossbow or similar weapon or any other device in the Complex. The use of paintball guns in the Complex is prohibited.
- 13.4 Residents shall refrain from doing (and prevent others from doing) anything which, in the opinion of Exco, is offensive, unsightly, injurious, objectionable or detrimental or that constitutes a public or private nuisance or a source of disturbance or cause any damage to any Resident of the Complex.
- 13.5 The following behaviour will not be tolerated:
- consumption of alcohol in public or beyond the boundaries of the Owner's private property and/or designated social areas as may be applicable;
 - malicious damage to property;
 - driving any form of vehicle whilst under the influence of alcohol;
 - being unlawfully in possession of Complex property;
 - reckless endangerment of lives or animals/birds on the estate;
 - assault, attempt there-of, intimidations or threats of violence;
 - public indecency; and
 - illegal trespassing anywhere in the Complex.
- 13.6 For privacy and safety reasons drones may not be operated within the boundaries of the Complex without the prior explicit and written approval of the Complex Manager.
- 13.7 Residents must use their best endeavours to ensure that none of their employees behave or engage in conduct unbecoming the high standard of the Complex.

14. Commercial Activities

- 14.1 The HOA is entitled to regulate all commercial activity on or about the Complex. No application for any trading or similar license may be made by a Member to any local or other authority for the conduct of any commercial activity of any nature from any Property forming part of the



Complex without the prior written consent of the HOA's Exco, which consent shall not be unreasonably withheld.

14.2 All applications, giving full details, to carry on any type of business from Premises within the Complex must be submitted in writing to the Exco/Complex Manager who will deal with the application at the next Exco Meeting. The Exco's decision is final.

14.3 Notwithstanding anything contained in these Rules, the operation of a regular B&B (or Airbnb) in the Complex shall only be allowed where:

- (a) The property is suitable for being operated as a B&B in the Complex and that it complies with any the Applicable Laws, ordinances, rules and regulations prescribe by the local or other authorities;
- (b) The Exco has approved the Owner's application to operate a B&B (the operation of a guesthouse shall, however, never be approved);
- (c) The Owner obtains the necessary local authority's licences/permits to operate as a B&B (if applicable) after first having obtained the Exco's approval to do so;
- (d) The house occupancy maximum, as set out in the Rules, may never be exceeded;
- (e) Appropriate parking for tenants' vehicles is available off street and off common property;
- (f) The owner has made the require prior arrangements with the Complex's security personnel regarding to movement of tenants;
- (g) The owner provides his/her tenants with a list of the Complex's applicable main conduct Rules to adhere to; and
- (h) The owner must ensure that his/her tenants understand that the Exco/Complex Manager has the right to deny them entry to the Complex should they repeatedly transgress the Rules and ignore the Exco's/Complex Manager's subsequent warnings.

14.4 The following factors will play a role in the Exco's decision whether to grant permission for operating a business in the Complex:

- (a) Will the business cause an unwanted influx of visiting vehicles into the Complex?
- (b) Will it have a negative impact on neighbouring properties?
- (c) Does it have the potential to attract criminal elements into the Complex?
- (d) Will it depend on onsite advertisement and high visibility?
- (e) Will it generate excessive noise?
- (f) Will it fit in with the general character of the Complex?
- (g) Will it enhance or reduce the desirability of the Complex for prospective investors?
- (h) What will the effect of the business be on the general value of property in the Complex?
- (i) Will the business require additional building construction?
- (j) How do the direct neighbours of the applicant feel about the intended business?
- (k) What impact will the business have on access control and security?
- (l) Will adequate parking be made available to prevent sidewalk parking?

14.5 The following further general rules shall apply:



- 14.5.1 Only businesses where the owners are self-employed with no staff on site will be considered.
- 14.5.2 All business applications may be approved subject to special criteria and conditions set by the Exco.
- 14.5.3 All approved business shall be subject to all the local authority's laws; bye laws and regulations as may be applicable.
- 14.5.4 Legal business activities conducted exclusively on the internet is not prohibited.
- 14.5.5 The renting/letting of a spare room in a house by the owner, who is also living in the house daily, is not prohibited, provided that the owner and his/her tenants comply with all the applicable Rules and the Exco has been given prior written notice accordingly. It is, however, a prerequisite that the owner must provide at least one parking garage per room let where the tenant is renting the room for more than a week. Tenants may not park their vehicles in the streets or on any common property.
- 14.5.6 The occasional short-term "holiday" letting or swapping of a house is allowed, provided that the owner gives the Exco prior written notice accordingly. The house occupancy maximum, as set out in the Rules, may not be exceeded. Owners must ensure that the tenants are made aware of the applicable Complex rules and that they understand that the Exco shall deny them entry to the Complex should they repeatedly transgress the Rules and ignore the Exco's/Complex Manager's subsequent warnings.
- 14.5.7 No business advertising sign boards of any kind may be attached to or displaced on the property.
- 14.6 Any approval granted by Exco to a Member to operate a business in the Complex, may at any time be withdrawn by the Exco should the Owner not comply with this Rule 14 or any special preconditions set by the Exco in its written approval letter in reply to the Member's original application to operate a business in the Complex.

15. Security

15.1 General

- 15.1.1 Security is an essential component and objective of living in the Complex. However, despite all the security measures implemented (e.g. wall, fencing, security access control, night patrols, etc.), these measures can at best be regarded as being a deterrent to criminals and do not guarantee an intrusion-free Complex. Residents will always be personally responsible for their own safety and the HOA accepts no responsibility for any criminal activity taking place in the Complex, regardless of the nature thereof.



- 15.1.2 The Complex's security systems, measure, procedures and rules must always be strictly adhered to by all Residents. However, the effectiveness of the Complex's security endeavours is only as good as its Residents makes it to be by being cooperative, vigilant, cautious and being the eyes and ears of each other's neighbour.
- 15.1.3 Access to the Estate may be denied to tenants, members of their households, invitees, employees or guests should the tenants or anyone for whom the tenants are responsible, transgress the Constitution, Rules, Security rules and regulations or any other rules, regulations or by-laws applicable to Mariners Village.
- 15.1.4 It is prohibited to interfere with security personnel in the performance of their duties. They may under no circumstances be abused by anyone. Everybody entering or in the Complex shall treat all security personnel courteously and shall co-operate in all aspects with them to ensure that they can perform their duties efficiently and effectively to the benefit of all. No "outbursts" or other forms of verbal abuse towards security personnel will be tolerated and people making themselves guilty of such behaviour could be fined.
- 15.1.5 Residents and/or their contractors are not allowed to have "night-watchmen" on their Property before, during or after building work has been completed.
- 15.1.6 Residents are requested to inform the Complex Manager and the Security Supervisor if they will be away from their Premises for a period of longer than 4 days. If applicable, full details must be provided of the person(s) that will be occupying the Premises during that time.
- 15.1.7 Residents may not refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary walls/ palisade fencing or security related equipment.
- 15.1.8 Residents must report any to damage to boundary walls/ palisade fencing or security related equipment immediately to the Complex Manager for urgent attention. Damage to, or destruction of the primary security systems poses a major security risk to all Residents in the Complex.
- 15.1.9 Residents on the perimeter walls are responsible for keeping any plant growth clear of the electric fence. False alarms caused by plant growth on a Residents property will result in fine and any costs incurred to repair damage so caused shall be for the Resident's account.
- 15.1.10 No Resident may issue instructions to any of the Complex's security personnel, other than a request for assistance in a security breach and must be brought to the attention of the HOA/Complex Manager.



- 15.1.11 Every burglary, attempted burglary, instances of fence jumping, or any other criminal activity must immediately be reported to the HOA/Complex Manager or Security Sub-Committee member and the Security Superintendent.
- 15.1.12 For proper access control and security purposes new Residents must ensure that they provide the Complex Manager and the security office with their names, address, contact numbers, e-mail address and vehicle details without delay. Residents must also ensure that their details are current and kept up to date with the Complex Manager and the security office.
- 15.1.13 No Property may be secured with razor wire or any similar fencing during or after the construction of buildings on such property.

Notwithstanding anything contained in this document, Members are reminded that fire prevention and general security are their own responsibility in the first place. Members are also advised to have hosepipes fitted on reels close to a water point against their perimeter wall or house as a fire fighting precaution.

15.2 Alarm Systems, Armed Response, Burglar Bars and Security Lights

- 15.2.1 Each Owner is encouraged to have a suitable alarm system installed to his Property.
- 15.2.2 Alarm systems may only be installed by "accredited" suppliers approved by the Exco to ensure an appropriate standard for alarm systems within the Complex. The accredited Security Companies will be able to provide Residents with good advice, products and services – as well as armed response if so requested.
- 15.2.3 Burglar alarms must be in a sound working condition and comply with any regulations that the HOA may make with regard thereto from time to time. Sirens must be equipped with an automatic re-set device.
- 15.2.4 Outside security lights ("flood-lights") may be installed, but they must be installed (e.g. i.r.o. direction and/or area to be covered) in such a way that they are not infringing or invading the privacy or comfort of other Residents. Motion triggered security lights are preferred during nights.
- 15.2.5 Burglar bars are allowed, but it must preferably be the transparent type. For the installation of any other type of burglar bars the prior written permission of the Exco must be obtained.
- 15.2.6 Outside armed response will be limited to the names on the HOA's list of preferred suppliers.



15.3 Access Control

- 15.3.1 It is common course for access control systems and protocols to change from time to time to keep pace with technology advancements. This can often lead to confusion and/or uncertainty, but Residents are requested to be patient and to comply with all current access control procedures. Remote controls may not be given to domestic staff and Residents may not bypass the gate control from a distance, be it by telephone or remote control.
- 15.3.2 Short-term, or day visitors, including contractors, workmen, delivery men, employees or anybody else who visits the Complex in the course of their work will be required to positively identify themselves either by showing a valid Driver's Licence, Identification Document, Passport, Work Permit or any other valid and acceptable document. These visitors will complete the visitors register by means of being scanned by the guards, hand in the identification document presented to the security officer who will then issue the visitor with a permit which must be available on request while they are in the Complex. Failure to be able to present the permit may result in the person being banned from the Complex.
- 15.3.3 Long-term visitors, contractors, workmen, employees, domestic workers and anybody who visits the estate on a regular or daily basis for work in the Complex, must be pre-registered by the Security personnel and issued with an ID-card to be collected and returned to the Security Office daily.
- 15.3.4 Residents must be in possession of an electronic remote access control device, or such other access device as may be applicable from time-to-time. It is available from the Complex Manager after completion of the application form and payment for the device.
- 15.3.5 Residents who enter the Complex without the approved access device may be treated as visitors.
- 15.3.6 Residents are permitted to employ their own resident assistants, butlers, au-pairs, chauffeurs, carers, and chefs (collectively referred to as "resident employees"). All resident employees must be registered with security and enrolled on the access system.
- 15.3.7 Residents are required to notify and provide the Exco or the Complex Manager with full details of any employees who reside on the Complex, as well as details of those employees who no longer work for them.
- 15.3.8 The Right of Admission to the Complex shall be under the control of the Complex Manager and/or the Security personnel. They may for any reasonable reasons deny any person access to the Complex.



- 15.3.9 If the security personnel on duty has no record of the arrival of any employee or visitor, he may (but will not be obliged to) endeavour to obtain authority from the relevant Resident to allow access to such employee or visitor concerned to the Complex. If such authority is not obtained, the security guard will be entitled to refuse such employee or visitor access to the Complex.
- 15.3.10 Vehicles are subject to be searched at any time when necessary. Vehicles entering the Complex may also from time to time be inspected by Security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter the Complex.
- 15.3.11 Security will not allow access to the Complex to any visitor under the influence of alcohol or drugs.
- 15.3.12 Prospective buyers will only be allowed into the Complex if they are accompanied by the Owner or an Agent authorised to do so in terms of the Rules.
- 15.3.13 A taxi may only enter the Complex if the Resident concerned is in the taxi or has made prior arrangements with the security to allow the taxi in for drop-off or pick-up purposes only.
- 15.3.14 No loitering will be allowed on the Complex.

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