



ROMANSBAM

BEACH & FYNBOS ESTATE, DANGER POINT

HOUSE RULES

MADE IN TERMS OF THE ARTICLES OF THE HOME OWNERS' ASSOCIATION (RESIDENTIAL PROPERTIES)

1. DEFINITIONS

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

2. DOMESTIC REFUSE

- 2.1 The weekly collection of refuse will be done by outside contract and the fee will be included in the monthly levy.
- 2.2 The refuse removal will be co-ordinated by the Association.
- 2.3 It shall be the duty of every owner or occupier of an erf to ensure that such directions given by the Managing Agent are observed and implemented.
- 2.4 No person shall keep any refuse within or outside his erf, except in specified containers, and in such places as may be specifically set aside therefor, or as may be approved by the Managing Agent from time to time.
- 2.5 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Managing Agent may give the person wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 2.6 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 2 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty not exceeding R1 000.00 (One Thousand Rand).

3. DOMESTIC ANIMALS

Domestic animals or house pets may be kept subject to the rules and regulations imposed by the Association from time to time.

4. GENERAL

- 4.1 No member may make any alterations, additions or extensions to the exterior or any dwelling house without the prior written consent of the board of the Association.

- 4.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purpose. Any such items placed in any other place may be impounded by the Managing Agent who may invoke the penalty set out in clause 4.13 hereunder.
- 4.3 All curtaining in members' residences shall be lined in white and garden furniture shall be of uniform design and colour and approved by the Association or Managing Agent.
- 4.4 Whenever the Managing Agent is of the view that the behaviour of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules. No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 21h00 on any particular day.
- 4.5 No person shall keep anywhere on the development any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 4.6 The statutory records and books of account of the Association shall be open for inspection at the offices of the Managing Agent between 09h00 and 12h00 noon on all business days.
- 4.7 A member may introduce a guest to his residence, provided that no such guest may be present in such residence unaccompanied by his host for a longer period than 30 (thirty) consecutive days in a calendar year, including the days of arrival and departure, and provided further that such guest shall be bound by the Memorandum and Articles of Association of the Association and these House Rules, which the member shall be obliged to bring to the attention of his guest.
- Should the member require a deviation from this rule, the permission of the Association should be sought, which permission will not be unreasonably held.
- 4.8 Any guest in a member's home is entitled to member's guest privileges on the development.

- 4.9 No house may accommodate more than two people per bedroom at any given time (i.e. more than 4 people per 2-bedroomed house, no more than 6 people per 3-bedroomed house, no more than 8 people per 4-bedroomed house, etc). A bedroom shall mean a room indicated as a bedroom on the plan of the house approved by the Association.
- 4.10 No home on the development may be used for any purpose other than a residential property, i.e. no home may be used for business purposes.
- 4.11 No person shall let, alternatively advertise, his dwelling house for occupation or otherwise part with occupation of his dwelling house, whether temporarily or otherwise, unless :
- 4.11.1 the Association has consented in writing to the letting of the dwelling house, which consent shall not be unreasonably withheld;
 - 4.11.2 a written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;
 - 4.11.3 it is a condition of such lease that the tenant binds himself to observe the rules of the Association;
- 4.12 No member shall operate or conduct a timeshare scheme as contemplated in the Time-Sharing Act No. 75 of 1983 in respect of any dwelling house owned by him, save where such scheme arises from co-ownership or syndication approved by the Managing Agent.
- 4.13 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 4 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty up to R10,000 (ten thousand rands) depending on the severity of the offence.

5. TRAFFIC

- 5.1
 - 5.1.1 No vehicles shall enter or leave the development at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the Managing Agent.
 - 5.1.2 All vehicles entering the development shall stop at the said vehicles entrance.
 - 5.1.3 No vehicle shall enter the development unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such members to operate the vehicle entrance gate themselves.
 - 5.1.4 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.
- 5.2 In the event of the Association imposing a speed limit upon any road, or portion thereof, it shall erect at the commencement of such area of road, a sign setting up such lower speed limit, and such lower speed limit shall apply upon that road for the length thereof until a further sign erected by the Association removes such lower speed limit.
- 5.3 Pedestrians shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 5.4 The Association may, by means of appropriate signage designed specifically for the development, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey the same and give effect thereto, shall constitute a contravention of these House Rules.
- 5.5 Vehicles having a gross vehicle weight in excess of ten tons, shall not be permitted to enter the development, except with the consent of the Managing Agent who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.

- 5.6 No person shall drive or ride any vehicle in the development in such a manner that would constitute an offence under the Cape Traffic Ordinance aforesaid.
- 5.7 No person shall store, park or leave unattended by such person competent to drive such vehicle in any place in the development, except –
- 5.7.1 in any area designated for the purpose by the Association by means of any appropriate sign or lay-bye designated as such by means of an appropriate sign;
 - 5.7.2 where lines are marked on the surface of any parking area demarcating parking spaces within that area and no vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
 - 5.7.3 no person shall, within the development, park or store any caravan, boat, truck or lorry, except with the consent of the Association in a place designated for the purpose;
 - 5.7.4 no trailers or caravans shall be brought into the development, except with the consent of, and subject to, such conditions as may be laid down by the Association;
 - 5.7.5 helicopter(s) or any means of aerial conveyance may only be landed on a designated landing area and in accordance with the rules prescribed by the Association from time to time.
- 5.8 For purposes of these House Rules, ‘*vehicle*’ shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.
- 5.9 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in section 6, in the sole discretion of the Association he shall be liable to a penalty up to R10 000.00 (Ten Thousand Rand) depending on the severity of the offence.

6. OPEN SPACES

- 6.1 No person shall use or conduct himself upon such open space within the development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 6.2 No persons shall use any open space within the development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the development.
- 6.3 No persons shall discard any litter or any item of any nature whatsoever at any place in the development other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 6.4 No camping shall be permitted except at any place which may be specially designated for the purpose by the Association.
- 6.5 No fire shall be lit anywhere in the development, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 6.6 No person shall anywhere in the development disturb, harm, destroy or permit to be disturbed, harmed or destroyed, any wild animal, reptile or bird.
- 6.7 No person shall anywhere in the development disturb, harm, destroy, or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association. No person shall indulge in gardening or landscaping upon property in the development, without the express prior agreement of the Association or Managing Agent in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised thereto by the Managing Agent or the Association, pick or plant any flowers or plants in the development and, in particular, around the various properties.
- 6.8 Subject to any law including, without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No. 73 of 1989, or any permit granted under or in terms of the said Act and/or any

subsequent similar Act, the Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the Managing Agent.

- 6.9 No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the Association.
- 6.10 For purposes of section 7.1 to 7.8 above, '*open spaces*' shall mean any area in the development not covered by a building.
- 6.11 Except insofar as the discharge of firearms might be linked to some authorised sporting activity within the development, no person shall anywhere in this development discharge any airgun or pistol.
- 6.12 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in section 7, in the sole discretion of the Association he shall be liable to a penalty up to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

7. ELECTRICITY SUPPLY

- 7.1 The Association or the Managing Agent shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to its consumers a constant supply of electricity, but do not guarantee that the same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply, variation of voltage, variation of frequency, any failure to apply a balanced three phase current or failure to supply electricity, unless the said interruption or failure is due to the negligence of the Association and the Managing Agent failing to carry out its obligations aforesaid.
- 7.2 In no case shall the Association and the Managing Agent be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil

commotion due to strikes of workmen or lockout by employers, whether such strikes or lockout be on the premises of the Managing Agent or on the premises of any agents of the Managing Agent, or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for the Managing Agent or its agents. The Managing Agent or the Association shall further not be liable for any failure, variation or interruption of supply to the consumer due to any failure, variation or interruption of the supply to it from the supply authority or Eskom.

- 7.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 7.4 The Association and Managing Agent do not undertake to attend to a failure of supply due to a fault in the electrical installation, except when such failure is due to the operation of the service protective device. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the Association or the Managing Agent shall have the right to charge the consumer the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main and charge for such fault or faulty reparation as aforesaid.
- 7.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protective device or mains supply.
- 7.6 No person, other than a person specifically authorised thereto by the Association or Managing Agent 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.
- 7.7 The Managing Agent may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes.

7.8 The Managing Agent shall further not be held liable for any fluctuations in voltage caused by variations in the municipal supply over which it has no control.

7.9 The meter(s) shall be read on a monthly basis by the Association, and this account rendered to the owner as part of the monthly charges.

8. LANDSCAPING

8.1 A garden service will be available. The homeowner will be directly responsible for these costs, which are not included in the levy.

8.2 All gardens must be maintained to the standards required on the development. Should it not be adhered to, the Association will employ the above garden service and charge the homeowner therefor.

9. ACCOUNTS

Property owners' accounts will be submitted for settlement via direct debit or at the end of each and every month.

10. SECURITY

10.1 No person shall do anything which is, or might be, prejudicial to the security of other members / residents within the development and members are to report incidents affecting security to the Managing Agent.

10.2 Access to the residential properties will be controlled at the entrance gate by security. Security should be kept informed of the arrival and departure of all guests who will visit residents.

10.3 Security will have the right not to grant access to visitors if the resident is not aware of the arrival of such visitor.