

**CARIBBEAN BEACH CLUB HOMEOWNERS ASSOCIATION (CBCHOA)**  
**RULES AND REGULATIONS, ENFORCEMENT PROCEDURES, SCHEDULE OF**  
**FINES AND ANNEXURES PROMULGATED BY THE DIRECTORS AND APPROVED**  
**AND RATIFIED**  
**AT AN ANNUAL GENERAL MEETING IN TERMS OF SECTION 15(4) (c) (ii)**  
**OF ACT 71 of 2008**

## **1. INTRODUCTION**

- 1.1 Caribbean Beach Club's vision is to enhance a sound investment within a secure lifestyle, achieved through structured management, sound corporate governance and clear communication delivered to residents, guests, staff and service providers.
- 1.2 In order to ensure a harmonious, secure and peaceful small-community lifestyle (structured around an excellent gated suburb including golf course, private marina and clubhouse (the "**Estate**")) for both residents and visitors, the Directors of the Caribbean Beach Club Home Owners Association ("**CBCHOA**") in developing the rules and regulations of the Estate will be guided by the CBCHOA Memorandum of Incorporation ("**MOI**") and all laws of the Republic of South Africa as well as community values and needs.
- 1.3 These Estate Rules ("**Rules**"), which may change from time to time, have been established in terms of the MOI and are binding on all residents on the Estate, including without limitation thereto, owners, their tenants, guests, family members, contractors, as well as any invitee onto the estate (collectively referred to in these Rules as "**Resident(s)**") including all categories of persons on the Estate who may not be residents in the usual sense). The registered owner of a property in the Estate shall accordingly be responsible and liable for the misconduct of any person entering the Estate under his authority. These Rules must be read and will be applied as binding the registered owner to make good the misdemeanours of, and control the behaviour of, any person entering the Estate at his invitation or under his authority. Any decision taken by Management and the Directors in interpreting these Rules is also final and binding on all Residents.
- 1.4 In the quest for a happy and harmonious community, Residents are free to use and enjoy the properties they own and/or occupy as well as the public areas and open spaces in accordance with their own rights, but as curtailed by the rights of other persons on the Estate, as well as by these Rules.

- 1.5 Rules create fairness and equality and an expectation of predictable and appropriate conduct and, given the social milieu in which we live, are necessary to ensure the protection and reinforcement of the desired lifestyle and your capital investment.
- 1.6 It is unreasonable to expect the Directors to adjudicate individual transgressions and sacrifice even more of their voluntary time. The CBCHOA, through its elected Board of Directors, and management, will ensure that these Rules are applied and managed with due care, circumspection and discretion in the best interests of the CBC community, and are enforced with due process when required. Such enforcement shall be effected fairly by various means, from notices to residents and/or owners, to verbal and/or written warnings, fines and, if necessary, legal proceedings and interdicts.

## 2. STRUCTURE OF THE RULES AND REGULATIONS

The Rules, enforcement procedures, schedule of fines, indemnity and applicable annexures are presented in this document and should be read in conjunction with clause 2.5.1 Definitions in Annexure “A”: Caribbean Beach Club and St James Club Governance Documents.

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## **2.1 Legal Status**

- 2.1.1 Caribbean Beach Club Home Owners Association NPC is a non-profit company as defined in the Companies Act 71 of 2008. The company's Memorandum of Incorporation contains provisions, which enable the enforcement of and the right to change or supplement these rules from time to time.
- 2.1.2 Should any Rule contained herein conflict with any provision of the CBCHOA's MOI, the MOI shall prevail over these Rules.
- 2.1.3 Should any Resolution of the Trustees of the CBCHOA or a meeting of the members of the CBCHOA (whether a general or special meeting) conflict with these Rules, the Resolution will take preference.
- 2.1.4 Should any Rule contained herein conflict with any provision of any Title Deed of a property on the Estate, such provision in such Title Deed shall prevail.

## **2.2 GENERAL CONDUCT RULES**

### **2.2.1 Security Rules**

- 2.2.1.1 The Estate will be manned 24 hours a day by such security personnel as the CBCHOA may determine necessary and the Estate will be patrolled on a random basis by security guards in accordance with strategies determined by Management.
- 2.2.1.2 Residents are obliged to treat the security personnel in a co-operative and courteous manner and to request their visitors to do the same. Management and the Board will adopt a zero tolerance approach to uncouth or abusive behaviour towards security personnel. No Resident may abuse Estate security personnel nor may security personnel abuse Residents. Any such incidents must be reported immediately and followed up in writing to Management or the Security Manager.
- 2.2.1.3 As successful security depends on community involvement and attitude, security rules and protocol, as approved by the Board from time to time, shall be adhered to at all times.
- 2.2.1.4 All burglary attempts, instances of fence jumping or breach of any security protocol should be reported immediately to Management or a member of the security staff and/or the Security committee of the CBCHOA.
- 2.2.1.5 Any ID card, tag or biometric identification, security apron or identification system of any kind that the Board may prescribe for permanent workers, temporary workers and contractor representatives

must be conscientiously enforced by every Resident in respect of people in his/her employment or contracted to him/her.

- 2.2.1.6 Residents are obliged to ensure that contractors in their employment adhere to the security stipulations of the Contractors Code of Conduct, Copies of which are available from the Estate Office.
- 2.2.1.7 Residents are to note that the perimeter fence serves as a deterrent and early detection function and is not guaranteed to prevent a determined attempt at intrusion into the Estate.
- 2.2.1.8 No person may tamper with any security equipment or installation in any way, and Members shall report any such attempts and/or observed malfunction to security.
- 2.2.1.9 Residents shall grant security and maintenance personnel reasonable access to their property to do required maintenance and installations.
- 2.2.1.10 Members are obliged to familiarise themselves with the security protocols and procedures of the Estate and are advised to attend all meetings called by the Estate to inform residents about security matters.
- 2.2.1.11 Specific security measures and rules apply to visitors to the Golf Course, Club House Restaurant and Estate Agents and Long term contractors i.e. garden services, building contractors and must be read under the relevant headings.
- 2.2.1.12 No movable property (including for example boats, golf carts, trailers or furniture) may be removed from the Estate without the written authorisation of either the owner or the CBCHOA office.
- 2.2.1.13 Any boat or other water craft entering the Estate must be legally registered and authorised by the CBCHOA office in accordance with the CBCHOA policies before being allowed entry onto the Estate . Stickers will be provided for each vessel.

## **2.2.2 Environmental Aspects and Open Spaces Rules**

- 2.2.2.1 The CBCHOA controls all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora.
- 2.2.2.2 No person shall do anything or omit to do anything that may in the opinion of the CBCHOA be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas and / or the golf course by Residents.
- 2.2.2.3 No trees or flora may be planted so as to interfere or be reasonably expected to interfere with another Resident's' view of the dam. The

General Manager shall be the final arbiter in any dispute regarding any obstruction.

- 2.2.2.4 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose. A particular appeal is made to Residents to leave open spaces they visit in a cleaner condition than they were found in and are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and streets.
- 2.2.2.5 Sleep over camping on CBCHOA nominated evenings and picnicking is restricted to authorised areas only. Fires may not be lit on or about common areas except in places specifically designated by the CBCHOA for that purpose. Fires may not be lit on private erven other than in properly constructed braai / fireplaces designed for that purpose.
- 2.2.2.6 No person shall conduct any gardening and / or landscaping on common areas and / or the golf course without the prior written authority of the CBCHOA or pick any flowers or plants on or about the common areas.
- 2.2.2.7 The CBCHOA shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.
- 2.2.2.8 No rubble, refuse, or grass cuttings may be dumped or discarded in any public area, including the parks, streets, dams, the Estate boatyard and workshop area and golf course.
- 2.2.2.9 Flora may not be damaged or removed from any public area. Under no circumstances may any trees be cut down without authorisation from the General Manager. Members will be fined and will be liable for the replacement cost and planting of a new equivalent sized tree.
- 2.2.2.10 Fauna may not be chased or trapped, by any means. The shooting of any birds or animals by any means is strictly prohibited and carries an immediate fine. Should problem animals need to be culled this will be done under strict control of Management.
- 2.2.2.11 No fishing is allowed in the streams and golf course dams on the Estate.
- 2.2.2.12 No instructions to any staff to cut grass or reeds or attempts at handling any pumps in the waterways will be tolerated. Should there be any damage a fine and penalty to remedy the changes will be levied.
- 2.2.2.13 Residents are responsible for maintaining trees and watering and manicuring plants and shrubs planted on their pavements by the CBCHOA and/or the Local Authority.
- 2.2.2.14 Residents are obliged to keep their gardens neat, clean and manicured.
- 2.2.2.15 Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.

2.2.2.16 In order to effectively manage water resources, no borehole may be sunk on or about the Estate without the prior written consent of the CBCHOA and the water authorities. Notwithstanding the foregoing, the CBCHOA may require residents to limit or cease the extraction of water from boreholes. For this purpose the CBCHOA may require Members to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any Resident fail to comply with any directive of the CBCHOA pursuant to this rule, the CBCHOA shall be entitled to fine such Resident.

2.2.2.17 Swimming pool water must be channelled into the storm water system.

2.2.2.18 Vacant stands must be kept clean and Residents are responsible for removing rubble dumped on their erven, even if dumped there by others.

2.2.2.19 should a Resident fail to comply with any of the above rules, the CBCHOA is entitled to do the necessary work and to claim payment of the expenditure from the Member, together with interest at a rate which is equal to the prime rate of interest charged by Standard Bank plus 5%.

### **2.2.3 Streetscape-Sidewalks, Property Appearance, Landscaping and Pools Rules**

2.2.3.1 The planning concept for CBCHOA is one of openness and visual transparency. Garden areas of any house are therefore open for viewing and should be kept clean and uncluttered at all times.

2.2.3.2 Every Resident is obliged to maintain, trim and keep clean, tidy and manicured the area between the road curb and the boundary of his property. Strict adherence to the Local Authority's by-laws, regulations, servitudes and other regulatory measures, as well as these Rules is mandatory.

2.2.3.3 Garden fences / walls and outbuildings that form part of the streetscape shall be maintained, kept neat and clean and painted where necessary.

2.2.3.4 Members shall ensure that all caravans, wendy houses, tents, jungle gyms, trailers, boats, equipment, tools, engine and vehicle parts, accommodation for pets and any other loose or movable property shall be kept out of view and screened from neighbouring properties and the street.

2.2.3.5 Building materials may not be stored or dumped on the sidewalks or other open spaces and shall be placed in suitable garbage containers or skips or be screened in terms of the building contractor's rules.

- 2.2.3.6 No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the CBCHOA. Plants, ornaments and other fixtures may not interfere with pedestrian or vehicular traffic or obscure the vision of motorists.
- 2.2.3.7 No cement balls, wooden poles, stakes or any other structures or obstructions on the sidewalks are allowed. A monthly fine will be levied until such time as the obstructions are removed.
- 2.2.3.8 No structures or other objects may be erected or placed permanently or temporarily on any servitude or public area within the Estate unless prior written approval has been given by the General Manager or the Chairperson and one other member of the Building and Aesthetics committee in the absence of the General Manager. Application for such approval may take 8 weeks or more to be considered. Any such structure, vehicle or object may be removed by an Estate official and the offending party fined in terms of these Rules.
- 2.2.3.9 All swimming pools must be maintained by members to the standards required by the CBCHOA.
- 2.2.3.10 All swimming pools must conform to the National Building Regulations with regard to pool fences (must be a permanent fixture) and no person shall have access to a pool from any street, public place or any adjoining site other than through a self-closing or self-latching gate.
- 2.2.3.11 Should a Member fail to comply with any of the above rules, the CBCHOA shall be entitled to carry out the necessary work and to claim payment thereof from the owner.

## **2.2.4 Traffic Rules**

- 2.2.4.1 Driving any vehicle in contravention of National, Provincial and/or Municipal laws, Bylaws, Regulations and Ordinances is strictly forbidden. Over and above the restrictions in these Rules, offenders face prosecution by the authorities.
- 2.2.4.2 The streets of the Estate are intended for vehicular and pedestrian traffic by all Residents. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other road users equal rights.
- 2.2.4.3 The speed limit is restricted to 30km per hour. Apart from this, the North West Provincial Road Traffic Ordinance shall remain in force.
- 2.2.4.4 Parents are obliged to ensure that their children do not play in the streets. Despite this provision, drivers of any motorised vehicle are obliged to take special care while driving so as to allow for the possible presence of people in the streets. Pedestrians shall always enjoy a right of way.

- 2.2.4.5 Engine-powered vehicles are not allowed to drive anywhere except on the streets of the Estate. Vehicles are not allowed in common area spaces or parks.
- 2.2.4.6 Resident's cars should generally be parked in their garages and visitors cars should be confined to a Resident's property and shall not obstruct traffic. Parking in the streets opposite or in front of road signs is not allowed.
- 2.2.4.7 The use of motorcycles or other noisy vehicles on the Estate is prohibited.
- 2.2.4.8 Unroadworthy vehicles are not allowed on the Estate.
- 2.2.4.9 No quad bikes are allowed on the Estate. Riding a registered street legal motorcycle or four wheel drive motorcycle is prohibited if the driver and passenger are not properly dressed and wearing helmets, as prescribed by the Road Traffic Legislation.
- 2.2.4.10 Racing, violent acceleration, excessive revving or trick riding with scramblers, motor bikes or cars is strictly prohibited.
- 2.2.4.11 Golf carts must be registered with CBCHOA and carry an official sticker, and must be driven responsibly and in control of a licensed and learner driver or licensed driver at all times with no more occupants than that designed for the vehicle. Normal traffic regulations and considerations are applied but golf carts are confined to traversing the Golf Course, or the sidewalks and/or walkways in the Estate.
- 2.2.4.12 No underage or unlicensed drivers may drive anywhere on the Estate in a golf cart or motorised vehicle or on a motorcycle.
- 2.2.4.13 Privately owned golf carts that are used to commute around the Estate are encouraged and must be registered with the CBCHOA office and the registration number (your stand or sectional title unit number) must be displayed on the golf cart. Failure to register the golf cart carries a substantial fine.
- 2.2.4.14 No Golf carts are permitted on the golf course at any time unless being officially used for playing golf. Golf carts on the course after 19:00 (April to September) or 20:00 (October to March) attract an immediate fine.
- 2.2.4.15 Golf carts used at night shall be appropriately lit both front and back.
- 2.2.4.16 Vehicles not recognised by the North West Provincial Road Traffic Ordinance Gauteng Road Traffic Ordinance will not be allowed on the roads, the common property, the golf course or golf cart paths. Battery



operated Children's toys excepted. However, all airborne radio controlled toys or devices are prohibited.

2.2.4.17 Heavy deliveries on Sundays or public holidays are not permitted, nor before 07:00 and after 18:00 on weekdays, nor before 07:00 and after 15:00 on Saturdays.

2.2.4.18 No articulated vehicles or vehicles with a GVM of more than 6 tons are allowed on the Estate. In the event of delivery or removal vehicles exceeding the maximum allowed mass, Residents shall engage the services of a shuttle or lighter truck to transport materials or remove household effects from their homes.

2.2.4.19 The CBCHOA may by means of appropriately designed signage give directions as to the use of roads or any portion of roads, common areas and / or the golf course. Failure by any person to obey such signage shall constitute a contravention of these Rules.

2.2.4.20 No helicopters or any means of aerial conveyance may be landed at the Estate without the prior written consent of CBC Management and compliance with all prescribed regulatory requirements. Any person entering the Estate by helicopter is compelled to register immediately upon landing with the Estate security biometric system.

## **2.2.5 Conduct and Good Neighbourliness**

2.2.5.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.

2.2.5.2 Fireworks are strictly prohibited. Their use anywhere on the Estate will incur a substantial fine from CBCHOA and/or prosecution by the relevant authority.

2.2.5.3 No unauthorised persons are allowed on any erf where building operations are under progress.

2.2.5.4 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Residents. In particular and without limiting the generality of the foregoing –

2.2.5.4.1 Burglar alarms must comply with any regulations which the CBCHOA may make with regard thereto;

- 2.2.5.4.2 All vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 2.2.5.4.3 All building work must be done during the hours stipulated by the CBCHOA from time to time for building contractors in Annexure "B" and "C";
- 2.2.5.5. In order to maintain the low density residential nature of the Estate, no Resident shall accommodate or allow the accommodation of more persons in any residence than the maximum number determined in accordance with the following schedule:
- 2 (two) bedrooms 6 (six) persons
  - 3 (three) bedrooms 8 (eight) persons
  - 4 (four) bedrooms 10 (ten) persons
  - 5 (five) bedrooms 12 (twelve) persons
- 2.2.5.6 Residents shall be required to obtain prior written permission from the CBCHOA's office if the number of guests invited to the estate by them exceeds 20 persons or 5 motor vehicles at any one time. Security will only allow access to the Estate to those guests who have been identified by prearranged disclosure to the Estate Office of car registration numbers and visitors' name.
- 2.2.5.7 In the interests of security and parking availability within the Estate, the CBCHOA office shall have the right to limit the number of guests any Resident may invite to their home. Security will deny admission to the Estate of large numbers of visitors.
- 2.2.5.8 The following behaviour or misconduct will not be tolerated:
- 2.2.5.8.1 Malicious damage to property;
  - 2.2.5.8.2 Driving any form of vehicle whilst under the influence of alcohol;
  - 2.2.5.8.3 Unlawful possession of Estate property;
  - 2.2.5.8.4 Reckless endangerment of lives or animals/birds on the Estate;
  - 2.2.5.8.5 The pointing or discharging of any toy or replica firearm;
  - 2.2.5.8.6 Assault and attempt thereof, intimidation or threats of violence;
  - 2.2.5.8.7 Abusive or uncouth behaviour
  - 2.2.5.8.8 Public indecency;
  - 2.2.5.8.9 Illegal trespassing.
- 2.2.5.9 The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic staff shall be restricted to a noise level in such manner so as not to be heard on adjoining properties. Loud music and undue noise must cease between 23:00 and 07:30.

2.2. 5.10 The use of power tools, saws, lawn mowers, and the like (electric lawn mowers are included), should only be undertaken from 07h30 to 18h00 on Mondays to Saturdays and such activity is prohibited on Sundays.

## **2.2.6 Commercial Activities**

2.2.6.1 The CBCHOA is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the CBCHOA.

2.2.6.2 No business activity or hobby which causes or could cause aggravation or nuisance to Residents may be conducted, including but not limited to auctions and jumble sales.

2.2.6.3 The operation of guesthouses, time share weeks or weekend stays for paying guests and the like is strictly prohibited and liable to a substantial fine and other penalties. Failure to inform the office that guests/tenants are paying and or are staying for shorter periods of time than 3 months will render the member liable to a punitive fine until their stay is complete or they vacate the premises earlier.

2.2.6.4 No rentals of any property may be shorter than 3 (three) months in duration.

2.2.6.5 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate, without the approval of the CBCHOA.

2.2.6.6 No door to door canvassing, pamphlet drops and / or selling is permitted.

## **2.2.7 Electricity Supply**

2.2.7.1 The CBCHOA shall take all reasonable measures to procure and maintain a suitable plant for the distribution electricity to Residents, but does not guarantee that the supply of electricity will always be maintained, and shall not be liable for any death, injury, loss, damages, expenses or costs caused to Residents arising from any cause related thereto, including (without limitation thereto):-

2.2.7.1.1 any interruption in supply, variation of voltage, variation of frequency, any failure to supply a balanced three phase current or failure to supply electricity; or

2.2.7.1.2 any damage or destruction of the buildings or plant belonging to it by storm or fire or any other cause; or

2.2.7.1.3 through or during a time of riot, or civil commotion or due to strikes of workmen or lock-out by employers, whether such strikes or lock-out be on or outside the Estate; or

2.2.7.1.4 any interruption of electricity supply to Residents due to any failure, variation or interruption of the supply to it from ESKOM.

2.2.7.2 Under no circumstances shall any rebate be allowed to Residents on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.

2.2.7.3 The CBCHOA does not undertake to attend to a failure of supply due to a fault in the Resident's electrical installation. When any failure of supply is found to be due to a fault in the Resident's electrical installation, or to the faulty operation or apparatus used in the connection therewith, the CBCHOA shall have the right to charge the Resident 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 electricity mains supply.

2.2.7.4 No person shall in any manner for any reason whatsoever tamper or interfere with any of the CBCHOA electrical meters, apparatus or infrastructure.

2.2.7.5 No person, other than a person specifically authorised thereto in writing by the CBCHOA or the General Manager, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the electricity mains supply or service connection.

2.2.7.6 The CBCHOA or General Manager may, after giving notice to a Resident, disconnect any premises from electricity temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.

2.2.7.8 Residents shall pay for the usage of electricity on a pay as you use basis. Electrical meters will therefore be installed in each Resident's home at a charge determined from time to time by the CBCHOA.

2.2.7.9 Procedures, costs and all other aspects relating to the electrical system and the metering of electricity utilised on the Estate shall be determined from time to time by the CBCHOA and communicated to Residents by the General Manager.

**2.2.8 External Apparatus, Satellite Services, aerials or other communication devices, Solar Heaters/Geysers, Water Tanks, Generators, Inverters, Air Conditioners and any other equipment, fixture or item (collectively referred to as**

## **“Appurtenances”, which term is not limited to those items enumerated herein)**

- 2.2.8.1 Installation of any appurtenances for any purpose must be according to the procedure and installation requirements prescribed by the CBCHOA from time to time.
- 2.2.8.2 All applications must be approved by the Architectural and Aesthetics Committee.
- 2.2.8.3 The appurtenance must be positioned in such a way so that it is not visible from the golf course, neighbours or from the street. The Aesthetics Committee has the right to instruct the removal and repositioning of any appurtenance installed contrary to such procedure and installation requirements after giving notice to such Resident.

## **2.2.9 Pets’ Rules**

- 2.2.9.1 The Madibeng By-laws (Government Gazette No. 13785 as amended from time to time) relating to pets will be strictly enforced.
- 2.2.9.2 The CBCHOA reserves the right to request to have a pet removed should it become a nuisance and/or danger to any Resident at the cost of the Resident. The CBCHOA has an unfettered discretion in this regard. However, should the resident not comply with the request, nor take steps to ensure compliance with such a request, then the CBCHOA shall levy a penalty against the owner befitting the offence which penalty shall be incremental upon each occasion such or similar offence occurs. The HOA will not exercise the right without first having directed a notice to the Resident, furnishing details of the complaint and affording the Resident a reasonable opportunity to eliminate the cause of the complaint.
- 2.2.9.3 All Residents must ensure that their pet(s) at all times wear a collar with a tag indicating the unit or home to which they belong. Pets roaming the Estate without identification will be apprehended and handed over to the local NSPCA.
- 2.2.9.4 Residents shall with immediate effect register their dogs or cats with the CBCHOA office. The breed, age and proof of Rabies inoculation certificates must be provided. Should no certificate be provided the CBCHOA shall have the right to contract a local veterinarian to inoculate the animals at the cost of the Resident, which will be added to the Resident’s levy statement.
- 2.2.9.5 Given the size of the erven of the Estate, large breeds of animals are not recommended as being suitable for this Estate. Large breeds are depicted in the following website [www.justdogbreeds.com/large-dog-breeds.html](http://www.justdogbreeds.com/large-dog-breeds.html).

- 2.2.9.6 Should any animal be deemed vicious or dangerous in the sole opinion of CBCHOA Management or where the animal is not kept under proper control, the pet owner shall be required to remove such animal from the Estate, failing which, the NSPCA shall be called upon to attend thereto.
- 2.2.9.7 No pets are allowed to roam the streets or common property unless under strict control and on a leash.
- 2.2.9.8 Animals must be kept in suitable enclosures and prevented from straying off the erf. Other animals are not to be interfered with. Joggers and walkers are not to be harassed
2. 2.9.9 Pets are to be housed indoors wherever possible once the Residents have retired for the night
- 2.2.9.10 Residents shall ensure that barking or other noises of pets is controlled or managed to levels acceptable to neighbours at all times.
- 2.2.9.11 Visitor's pets are not allowed on the Estate.
- 2.2.9.12 Should any animal dig holes and/or damage common property or defecate in a street or public area, the Resident owning the pet shall immediately remove the defecated matter and or repair any holes or damage. Failure to do so renders the Resident liable for a fine.
- 2.2.9.13 Residents shall not feed any wild animals or feral cats. Anyone found breaching this rule will be fined and may become liable for the capture and removal of such animals from the Estate.

## **2.2.10 Fire Prevention and Hazardous Substances**

- 2.2.10.1 No person shall bring or permit any person to bring any substances into the Estate or permit the storage of any substances on the Estate or in their homes, garages or boat lockers which may constitute a fire hazard or a threat to the health and safety of any of the Residents or which may cause contamination of the Estate.

## **2.2.11 Refuse**

- 2.2.11.1 All refuse (whether domestic or garden refuse) shall be kept in separate suitable containers which shall not be visible from any road or the golf course, except when placed on driveways (loose bags are not permitted) for purposes of collection by the local authority or waste collection contractors. All of the requirements of the local authority with regard to the collection of refuse shall be complied with.

2.2.11.2 All residents shall deal with their refuse in terms of the Waste Management Protocol of CBCHOA.

## **2.2.12 Domestic Staff**

2.2.12.1 Residents' domestic staff are obliged to abide by these Rules and the MOI. Residents are obliged to supply their domestic staff with a copy of these Rules and ensure that they understand them.

2.2.12.2 Residents shall be required to register all domestic staff whether short or long term, according to the security Procedures and Protocols prescribed by CBCHOA from time to time.

2.2.12.5 After registration of the domestic staff by the relevant Resident, the security Protocols attached hereto shall be observed at all times.

## **2.3 Enforcement Procedures**

2.3.1 In the event of any breach of these Rules by any Resident, such breach shall be deemed to be committed by the Member himself, but without prejudice to the foregoing, the Directors may take such steps against the person actually committing the breach as they in their discretion may deem fit.

2.3.2 The CBCHOA shall investigate (in such manner as it deems fit) written complaints received from Residents and/or staff relating to the behaviour and/or conduct of other Residents and persons on or about the Estate and may take such steps with regard thereto as it may deem fit. The CBCHOA shall be entitled on its own initiative to investigate the conduct of any person or persons and take such action as it may deem fit, whether or not complaints are received. A Director, the General Manager, the Security Manager, the Office Administrators working as Managers on Duty, or any security officer or guard employed by or contracted to the CBCHOA shall, in the case of a transgression of these Rules, be entitled to:

- a) Call for and record any relevant name and address (including in the case of minors or unlicensed drivers, the names and addresses of their parents and/or guardians);
- b) Ascertain whether a driver is licensed;
- c) Stop any vehicle (provided it is safe to do so and at own risk) where it is necessary for the aforesaid purposes;
- d) Report suspected transgressions of the rules and regulations to the General Manager.

2.3.3 The General Manager shall notify the suspected transgressor in writing of the details of the breach, and the penalty proposed. The person or persons to whom such notice has been given may respond in writing within 7 (seven) working days of receiving the notice. Such response may include representations as to mitigating circumstances. If no such representation is received the transgressor's lack of response will be deemed an admission of guilt and the proposed fine shall be payable.

- 2.3.4 Such penalties shall be imposed in accordance with the Schedule of Fines and Penalties as set out in Annexure "A" as approved at each Annual General Meeting. Cases not dealt with in the Schedule shall carry a penalty determined by the Board or General Manager in terms of the schedule trends. Any wilful or negligent transgression of these Rules and any other regulations shall be punishable by a fine of not more than Five Thousand Rands (R5000 .00) per transgression. The penalty will be payable in the month the transgression occurred. Failure to pay within the month will incur an interest charge charged monthly at annual rate of five (5%) percent above the Prime rate of Standard Bank.
- 2.3.5 On receipt of a representation, a hearing may be conducted before a committee of at least three members of the Board of Directors, appointed by the Board, one of whom will be appointed Chairperson of such committee. The procedure, to be fixed by the Chairperson, shall as far as possible be informal, but shall at least provide for the presenting of Management's case, cross-examination of witnesses, presentation of the alleged transgressors case, cross-examination of witnesses and argument. The Chairperson shall ensure appropriate conditions to determine the matter fairly and quickly, but will deal with the substantive merits of the case with the minimum legal formalities.
- 2.3.6 A voice recording shall be kept of the proceedings and reasons shall be provided for the verdict of the committee, such verdict to be determined by a majority vote. No legal representation shall be allowed.
- 2.3.7 If the alleged transgressor is absent at the hearing, without a reasonable explanation, the hearing shall proceed in his/her absence and any written representation by the alleged transgressor will be admitted on his/her behalf and taken into account.
- 2.3.8 There shall be no appeal from the findings and verdict of the committee, which shall be final and binding on the parties.
- 2.3.9 In the Directors' sole discretion, an external Arbitrator may be appointed to conduct a hearing, the cost of which will be awarded as the Arbitrator sees fit.

## **2.4 Schedule of Fines and Penalties**

The Schedule of fines and penalties will be updated and tabled for Members approval at every Annual General Meeting in terms of Article 11.8, 15.1.5 and 15.1.6 and as set out in Annexure "A".

- 2.4.1 If any person damages any property on the Estate (including inter alia the Golf Course) or contravenes or fails to comply with any of the provisions of these Rules or any conditions imposed by or directives given by the CBCHOA, the Directors or Management shall be entitled (without limiting any other rights afforded to them in terms of these Rules or any law) to impose a fine on the person concerned.
- 2.4.2 If the person concerned is a guest, tenant or other invitee of a Member, that Member will be liable for payment of such fine. Any fine imposed on a Resident



shall be deemed to be a debt due and payable by the Member concerned to the CBCHOA forthwith on demand. Should the fine not be settled within the month, interest of 5% over the ruling prime rate offered by Standard Bank will be charged to the Members levy account.

2.4.3 In all instances, except speeding, penalties may be applied to both the transgressor and the Member who shall take responsibility for the activities of his/her spouse/partner, children, guests, visitors, employees, workers and or contractors and pets.

2.4.4 The provisions of this rule are without prejudice to any other rights that the CBCHOA may have in terms of Law.

2.4.5 Ultimately the Member shall be responsible for the payment of all fines should the perpetrator not pay.

2.4.6 If a transgression occurs that is not included in this schedule, a suitable penalty not exceeding Five thousand Rand (R5000.00) per transgression may be imposed as per either a Board decision or a decision by the General Manager.

## **2.5. Indemnities**

2.5.1 Members acknowledge that they are conversant with these Rules and confirm that they themselves and all who occupy through them, will be bound to these Rules. Each Member undertakes to ensure that all who occupy and/or use and/or traverse their property or the public spaces, open spaces and/or any part of the golf course, golf club facilities, and/or adjacent areas and/or any other property forming part of the Estate, including for these purposes public and private roads, will abide by these Rules. It is incumbent upon a Member to timeously inform all such persons of and to enforce these Rules against such person(s).

2.5.2 Residents are aware that the facilities on the Estate hold inherent risks and hazards.

2.5.3 Each Resident, by entering the Estate, assumes the risks and hazards of entry and hereby waives and abandons any and all claims of whatever nature (including consequent to death, injury, loss or damage) that may arise from the use and/or occupancy and/or traversing of any Estate Property as against the CBCHOA, its directors, employees, contractors, agents, successors, assigns and affiliated organizations, when acting on behalf of the CBCHOA, (collectively "indemnities") whether such claims arise from the default, negligence or any other act or omission or any other cause whatsoever on the part of any or all of the indemnities, hereby releasing and forever discharging the indemnities from any claims, damages, actions, suits, or judgments resulting from the aforesaid causes and that may result in any death, injury or damage being suffered by a Resident and all other occupants who occupy Estate Property through such Resident.

2.5.4 Save where legislation dictates otherwise, if for any reason in law the above indemnity is ineffectual, or voidable – this paragraph will be a severable and

separate agreement – and any successful claim from the causes aforementioned against the indemnities will by agreement be limited to direct loss, excluding indirect and incidental loss, loss of profit, special damages, consequential loss, loss of use and any other damages.

2.5.5 A Resident shall immediately pay all damages caused to the CBCHOA arising as a result of such Resident's non-compliance with these Rules and or use or abuse of any CBCHOA property, whether movable or immovable.

## **2.6 Use of Stand / Living Unit**

2.6.1 A stand may be used solely for residential purposes by the Member him/herself, his/her family and domestic workers, and or tenants.

2.6.2 No Owner/Member is allowed to change the utilization of his stand or residential unit.

2.6.3 No business activity may be conducted on any stand or unit unless they comply with the Local Authority by-laws on home office business; and obtain prior written approval from CBCHOA in terms of any of its rules or policies then in force.

2.6.4 No property may be utilized as a commune.

2.6.6 No property may be subdivided, notarially tied or consolidated without the CBCHOA's prior written consent, which consent shall be given in the sole and absolute discretion of the Board of CBCHOA and may be given subject to conditions.

## **2.7 Levies and Administration**

2.7.1 The CBCHOA has the authority to collect levies from its Members; to be used in general for the payment of all expenses reasonably, or by necessity, incurred in terms of the management of the CBCHOA, and/or pursuant to its main objective as set out in the MOI.

2.7.2 In terms of the MOI, Members are obliged to pay levies as determined by the Board of Directors and ratified at a Members meeting.

2.7.3 All levies are due and payable in advance on or before the first day of each and every month.

2.7.4 New members must initiate a debit order in favour of CBCHOA, in order to ensure payment of levies. Any member who defaults on payment of money owed to the Association will be asked to initiate a debit order to cover future levies, before Member access to the Estate (access cards etc.) is restored to the Member.

2.7.5 Further penalties or legal action, to be determined from time to time as set out in the MOI and these Rules will be imposed on Members with accounts in arrears for

30 days or longer. The CBCHOA is entitled to recover all legal costs incurred on the attorney and own client scale.

- 2.7.6 Money paid to CBCHOA will be allocated first to any outstanding fines, interest or other charges owed to CBCHOA by the Member, and then to levies.
- 2.7.7 Every Member nominates their property as *domicilium citandi et executandi* for the purpose of service of any notice, document or process necessary for the enforcement of these Rules, unless he/she shall have notified the CBCHOA in writing of another address for such service, alternatively at the telefax or email address of the member in the records of CBCHOA. No Member's change of address is valid unless the member receives written acknowledgement of the change from CBCHOA. Members may change contact details electronically via e-mail only, but should attend at the Estate Office in order to ensure that the change is correctly reflected.

## 2.8 Security

- 2.8.1 Security is an "Attitude", be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying formal ID cards.
- 2.8.2 We advise all Members to install and use a home security system which must be linked to the Security Control Room as soon as possible after installation.
- 2.8.3 Security protocols must be followed at all times. No-one other than the security personnel, Directors or maintenance personnel are allowed to enter the Gate Houses.
- 2.8.4 New occupants (Members/tenants/sub-tenants) must advise the CBCHOA of their home telephone/cellular phone numbers, stand number and address to enable security to make telephone contact for permission to allow visitors to the residents.
- 2.8.5 No property may be secured with razor wire or similar fencing during or after the construction period.
- 2.8.6 Members on the perimeter wall or fence must keep plant overgrowth on their side of the perimeter at least 1 meter clear of the electrified fence.
- 2.8.7 No person may issue instructions to security personnel; they will only take instructions from CBCHOA authorized persons. Conversely, all persons entering the Estate must follow all directions or instructions of the security personnel.
- 2.8.8 Whilst every effort is made to secure the Estate, neither the CBCHOA nor the Directors, employees, agents, appointees and functionaries, nor any other person or persons connected with CBCHOA (collectively "CBCHOA functionaries") are liable for any claim arising from any death, injury, loss or damage to any person or property arising from any cause whatsoever, including without limitation from the

negligence of any of the security personnel, the failure of any security measures or the intentional acts of any CBCHOA functionaries.

## **2.9 General**

2.9.1 Parents, guardians and people *in loco parentis* have the particular responsibility to ensure, as far as it is reasonably within their ability, that their children, children subject to their control and their visitor(s) adhere to these rules and regulations and may not allow them to act in breach thereof.

2.9.2 In particular, the responsible Member who is a parent, guardian or person *in loco parentis* will be progressively fined for repeat offences by minors after due notice has been given.