



# PRINCE'S GRANT HOMEOWNERS' ASSOCIATION RULES (September 2022)

## INDEX

No.	Description	Page No.
1	Introduction to Estate Rules	3
2	Definitions	3
3	Disciplinary Committee	4
4	Penalties	4
5	Traffic	4– 7
6	Open Space	7– 8
7	Lagoons, Rivers, Streams and Dams	8– 9
8	Sporting & Recreational Facilities	9–10
9	Domestic Refuse	10– 11
10	Domestic Animals	11
11	Estate Agents	11– 12
12	Access Control	12-14
13	General	14– 15
14	Debtor's Policy	15
15	Operating a Business on the Estate	15– 16
16	Long-term Rental	17
17	Short-term Rental	17

## 1. INTRODUCTION TO ESTATE RULES

Prince's Grant endeavors to provide a harmonious, safe, and secure lifestyle for its owners and their guests. To promote, protect and enhance this desired lifestyle, the following Estate rules have been established.

The Board of Directors is authorized in terms of section 74 of the Memorandum of Incorporation of the Prince's Grant Homeowners' Association to make, modify, enforce, or repeal these rules. These sections provide, inter alia, that the Association shall be entitled to make rules and ensure compliance with those rules by way of a system of imposing penalties for any transgression and that the provisions of these rules are binding on all members.

The owner of each property is responsible for ensuring compliance with the rules by his or her guests, which includes family members, tenants, visitors, invitees, employees, contractors, sub-contractors, delivery persons and the like. Tenants have the same responsibility with respect to their households, guests and employees.

There will be NO tolerance of abuse (verbal or physical) of security employees and/ or any other employee.

## 2. DEFINITIONS

2.1 In these "Estate rules", unless the context indicates otherwise;

- 2.1.1 "**accommodate**" shall mean any person remaining on the Estate after midnight.
- 2.1.2 "**Association**" shall mean the Prince's Grant Homeowners' Association (NPC) Registration No.1994/000721/08.
- 2.1.3 "**GM**" shall mean the General Manager of the Prince's Grant Homeowners' Association.
- 2.1.4 "**Committee**" shall mean the Disciplinary Committee consisting of at least 2 persons appointed by the Board of Directors in terms of these rules.
- 2.1.5 "**Common property**" shall mean all property in ownership of the Association
- 2.1.6 "**Estate**" shall mean the Prince's Grant Coastal Golf Estate.
- 2.1.7 "**Long-term Rental**" shall mean a term which subsists for more than one month and for which there is a formal lease agreement between the Homeowner and the tenant.
- 2.1.8 "**MOI**" shall mean the Memorandum of Incorporation of the Prince's Grant Homeowners' Association.
- 2.1.9 "**Motor vehicle**" shall mean a motor vehicle as defined in Section 1 of the National Road Traffic Act, 93 of 1996.
- 2.1.10 "**Open space**" shall mean all areas on the Estate, owned by the Prince's Grant Homeowners' Association, which are not covered by a building or within an exclusive use area.
- 2.1.11 "**penalties**" shall mean the list of penalties as approved at the Prince's Grant Homeowners' Association Annual General Meeting from time to time.
- 2.1.12 "**permit**" shall mean a permit authorizing any person to drive a golf cart on the Estate and will be provided at the discretion of the Homeowners' Association, which discretion shall not be unreasonably withheld.
- 2.1.13 "**roads**" shall mean private roads on which a motor vehicle defined in 2.1.9 above may be driven within the Estate and the use of any motor vehicle shall be subject to all sections, provisions, regulations and rules as if they were public roads in terms of

National Road Traffic Act, 93 of 1996, and further governed by the sections, provisions, regulations and rules of any future road traffic legislation governing public roads.

2.1.14 “**rules**” shall mean these Estate rules.

2.1.15 “**Short-term Rental**” shall mean a term which subsists for less than one month and for which there is no formal lease agreement between Homeowner and tenant. The owner of the property is not in residence.

2.1.16 “**tenant**” shall be any person occupying a property who is not the registered owner of that property.

2.1.17 “**The Board**” shall mean the Prince’s Grant Homeowners’ Association Board of Directors.

2.1.18 “**visitor**” shall mean any guest, contractor, delivery personnel, service provider, employee or any other person who is not the owner of the respective property.

### **3. DISCIPLINARY COMMITTEE**

3.1 The Board shall appoint a disciplinary committee to hear representations from any member who disputes that he or she is guilty of being in breach of any Estate rule.

3.2 The disciplinary committee shall comprise at least one member of the Board and one other person appointed by the Board (who need not necessarily be a member of the company). The Board shall appoint the chairperson of the disciplinary committee.

3.3 The disciplinary committee shall adjudicate upon the issue at such time and in such manner and according to such procedure [provided that natural justice shall be observed] as the chairperson may direct.

3.4 It shall be the duty of the GM, or such other person or body as may be empowered by the directors, to ensure compliance by homeowners, their guests, lessees, and all other persons within the Estate, with the Estate rules and to this end, to issue such notices, impose such penalties or do such things as may be necessary or requisite.

### **4. PENALTIES**

4.1 Any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof, shall be deemed to have breached these rules and could be liable for a penalty. Applicable penalties are recorded under the respective sections.

4.2 The transgressor is entitled to lodge an appeal against the penalty with details of any mitigating circumstances. Such objection and/ or mitigation shall be received at the Association within 7 calendar days of receipt of notice of the penalty. If no appeal is lodged, within the aforesaid 7 days, then the penalty becomes final and binding on the recipient of the fine.

4.3 The Board shall be required to consider the appeal within 21 calendar days of receipt of such appeal and give a decision as to whether the penalty stands or should be amended. Such decision shall then be final and binding on the recipient.

4.4 The penalty shall be payable within 7 calendar days of the appeal decision or the initial notification in the absence of any appeal. Any penalty imposed shall constitute a debt due and shall be payable to Association by the member, or guest.

4.5 In the event of a continuing and/ or repeated offence, the severity of the penalty will increase.

4.6 In the event of a member failing to pay a penalty imposed within the period stipulated by the Committee then the normal debtor's policy will be implemented.

## 5. **TRAFFIC**

### 5.1 **VEHICLES**

- 5.1.1 No person shall drive any vehicle on any road within the Estate at a speed in excess of 40kph on a tarred road or 30kph on a brick paved road.
- 5.1.2 No person shall drive any vehicle at any place within the Estate except: -
  - 5.1.2.1 upon the brick paved portions or otherwise constructed portions of the roads as indicated on the general plan of the Estate and described in The Town Planning Scheme as lots for use as private roads; or
  - 5.1.2.2 upon any other road or track not referred to in Section 5.1.2.1 above, specially designated by the Association as being for vehicular use as indicated on a plan of the Estate to be posted in the office of the Association for general information, and by means of appropriate signs.
- 5.1.3 Wildlife, pedestrians, cyclists, and golf carts shall always have the right of way at all places and within the Estate and vehicles shall be brought to a stop whenever necessary to enable such wildlife, pedestrians, cyclists, or golf cart drivers to enjoy such right of way.
- 5.1.4 No person shall drive or permit to be driven any two, three or four wheeled motorcycles within the Estate, except for purposes of Estate safety and security. Any such vehicle will only be driven by an Estate or security employee or at the discretion of the GM.
- 5.1.5 No person shall drive **any** vehicle, including golf carts described below, within the Estate unless they hold a valid driver's license referred to in Section 12 of the National Road Traffic Act, No. 93 of 1996, subject to the specific provisions as set out as part of section 5.3.
- 5.1.6 No person shall use any road within the Estate in such a manner as to constitute a danger or a nuisance to any other person, property, or wildlife within the Estate.
- 5.1.7 No person shall use or drive on any road within the Estate in such a manner that would, if such road were a public road within the Republic of South Africa, constitute a contravention of the Road Traffic Act, No. 93 of 1996.
- 5.1.8 No person shall park his/ her vehicle in such a way that it will obstruct traffic, or the use of any road, it being acknowledged that the Estate has narrow roads, and no vehicle shall park on the road or allow any part of a vehicle to protrude onto the road.
- 5.1.9 Parking at all properties is limited to the number of parking spaces available within the boundaries of the respective property i.e. garages and carports. In addition to this, a maximum of 2 vehicles may be parked on the verge directly in front of the respective property. Additional vehicles may not be parked on the verge of another property. All vehicles that cannot be accommodated as provided for above must be parked at an area designated for overflow parking.

- 5.1.10 No person shall within the Estate, park or store any caravan, boat, trailer, or truck, except in an enclosed garage or a designated parking area.
- 5.1.11 No helicopter or any other means of aerial conveyance may be landed at any place within the Estate except on the area provided for this purpose and with prior consent of and subject to such conditions as may be laid down by the Association.
- 5.1.12 No unmanned aerial vehicle (UAV), commonly known as a drone, shall be flown within the estate without the prior written consent from the Association. This consent will be subject to such conditions as may be laid down by the Association as well as any relevant laws and/or regulations.
- 5.1.13 No vehicle should carry more than the permitted number of persons for that vehicle.

## **5.2 DELIVERIES**

- 5.2.1 No delivery vehicles carrying furniture, household appliances, building material, etc. shall be allowed on weekends, public holidays and/ or any time other than between 07h00 and 18h00 from Monday to Friday.
- 5.2.2 Permission for small deliveries less than 3 tons may be requested from and approved by the GM or his duly appointed representative.

## **5.3 GOLF CARTS**

The Estate is committed to ensure the safety of owners and their guests and has developed the following rules for golf carts.

- 5.3.1 Unless a driver is in possession of a valid driver's license, golf carts may only be driven by persons who have obtained a valid permit.
- 5.3.2 On the golf course, golf carts must be driven on the cart paths provided, and only proceed onto the fairway or the semi rough where there is no cart path.
- 5.3.3 Golf carts may not pass the temporary boundary line at the front of the greens.
- 5.3.4 Golf carts may not be driven through bunkers, over tees, greens or fairway areas surrounding the greens or through any streams and/ or marshy areas.
- 5.3.5 Golf carts may not be driven on severe slopes where they are likely to cause damage to the vegetation or injury to persons.
- 5.3.6 In wet weather, where play is permissible, the starter may request the "90°" rule to be applied. In this case carts should be driven in the semi rough and proceed onto the fairway at 90° to where the ball is and return to semi- rough.
- 5.3.7 It is mandatory for all members and/ or guests to have their existing and/ or new golf carts registered at the offices of the Association. Golf carts may only be driven on the Estate when all permits have been granted and are fully displayed. Cart numbers must be displayed at the front of the cart and on the driver's side.

5.3.8 The number of persons will be limited to no more than 3 persons per “2-seater golf cart” and no more than 5 persons per “4-seater golf cart”. Any number exceeding this will be considered as overloading.

5.3.9 Carts that are driven at nighttime must have front and rear lights fitted for night usage.

## Penalties

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Speeding	500	1000	2000
Parking illegally / obstructing traffic flow/ parking on golf course	500	750	1000
<b>GOLF CARTS</b>			
Driving golf carts without a driving license or permit	250	500	1000
Driving Golf Carts without the necessary trail fee being paid	500	-	-
Overloading of Golf Carts	250	500	1000
Breaking any rule	300	500	1000
Damage to the Golf Course (minimum)	3000	-	-
Reckless Driving	500	1000	Banned
Driving on areas which are prohibited	300	500	1000

## 6. OPEN SPACE AND BEACH RESERVE

6.1 No person shall anywhere in the Estate disturb, harm, or destroy any wild animal, including reptiles and/or birds, except if such action is taken on behalf of and on instruction of the Association.

6.2 Feeding of monkeys, wildlife or feral animals on the Estate is prohibited.

6.3 Prince’s Grant is an Eco-Estate and consequently supports all legislation which aims at protecting the environment. Any person infringing such legislation will be held responsible for the costs of re-instating the damaged environment (such as replanting, etc.). In addition, the infringement will carry the maximum fine as allowed in the Memorandum of Association. Prince’s Grant will also furnish details of any member who willfully damages the environment to the respective authorities to facilitate successful prosecution.

No person shall anywhere on the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent or on the instructions of the Association. No person may undertake any planting, landscaping, or gardening activities on any estate common property, or make any alterations to the existing landscaping or vegetation, except with the written consent of the General Manager, which consent shall specify-

6.3.1 the area in which landscaping, or gardening is permitted.

6.3.2 the nature of the landscaping or gardening activities which are permitted; and

6.3.3 the plant materials and types which may be used in that area and the locations in which they may be planted.

6.4 No fires shall be lit anywhere on the Estate except at such place as may be designated for the purpose by the Association, and in a properly constructed and approved fireplace.

- 6.5 No camping or picnicking shall be permitted except at a place which has been specially designated for the purpose by the Association.
- 6.6 No person shall discard any litter or any item of any nature whatsoever at any place on the Estate except in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 6.7 No person shall use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons in the Estate except with prior consent of and subject to such conditions as may be laid down by the Association.
- 6.8 No person shall use any open space within the Estate in such manner as may detrimentally affect the open space or any of the amenities contained thereon.
- 6.9 The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by the Association by suitable stakes and signage.
- 6.10 No trail or path in the open space shall be used except by pedestrians and cyclists unless specially designated for some other use by the Association.
- 6.11 Where the Association has entered into any agreement with any member granting that member the exclusive use and occupation of any area in the Estate, no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
- 6.12 No person shall anywhere in the Estate discharge any fireworks or firearm as defined in terms of the Arms and Ammunitions Act, No. 75 of 1969, or any dangerous weapon, as defined in terms of the Dangerous Weapons Act, No. 71 of 1968, except in self-defense, or where specifically approved by the Association.
- 6.13 No person shall enter the beach from the Estate except by way of a path so designated by the Association and no access to the beach by any vehicle whatsoever will be permitted except in cases of emergency when the Association may allow access to the beach for such vehicle.
- 6.14 No person may entertain more than ten people, including children, in any public area of the Estate without prior written authority from the Homeowners' Association.
- 6.15 Homeowners must utilize a suitable venue e.g., the Jeremy Stubbs Conference Centre, Lodge, etc. for any functions/ parties which may continue beyond 22h00 unless prior consent is given by the Association to host such functions/ parties at their home on the Estate.



## Penalties

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Feeding of Monkeys, wildlife or feral animals	1000	1500	2000
Unauthorised removal of any trees and/ or vegetation	10000	-	-
Infringing environmental legislation/ Cutting down Milkwood Trees/ Shrubs	10000	-	-
Non-compliance with the Landscaping Code – per month	1000	-	-
Littering	500	1000	2000
Discharge of fireworks or firearm	500	1000	2000

### 7. LAGOON, RIVERS, STREAMS AND DAMS

7.1 No person shall launch upon the lagoon, any dam, river, or stream on the Estate any craft of any description powered by a motor of any nature, save if such craft is required in connection with any work to be carried out on the instructions of or in connection with the affairs of the Association, provided further that such craft shall have been approved by the Association.

7.2 No person shall without the consent of the Association launch upon the lagoon, any dam, river or stream any craft of any description other than boats owned by the Association; provided however that the Association at its discretion may permit the launching of any other craft either generally or in relation to a specific craft, subject to such conditions as the Association may deem fit to impose.

7.3 No person using any boat upon the lagoon, any dam, river, or stream may embark thereon or disembark therefrom except at such points as may be designated by the Association for the purpose, or at a jetty provided by the Association.

7.4 No person shall take any fish, live bait or crustaceans from the lagoon, any dam, river or stream within the Estate unless in possession of a permit issued by Ezemvelo KZN Wildlife, which permit can be obtained from any Post Office. Please report any contravention to the District Environmental Officer.

7.5 No person shall pollute or permit the pollution of the lagoon, any dam, river or stream within the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.

7.6 No person shall discard any litter or any article of any nature whatsoever in the lagoon, any dam, river or stream in the Estate.

### 8. SPORTING & RECREATIONAL

#### FACILITIES 8.1 GOLF COURSE

The rules for golf shall be determined by the Golf Club from time to time and the use of all other sporting facilities shall be regulated by rules imposed by the Association from time to time.

8.1.1 No persons are permitted to practice golf on the golf course at any time. A driving range is available for this purpose.

- 8.1.2 The golf course and golf driving range are used strictly at own risk.
- 8.1.3 No persons are permitted to tee off on the golf course without prior payment and registration at the Prince's Grant Pro Shop.
- 8.1.4 For the safety of all, only golfers engaged in play may be on the golf course between 06h00 and 18h00. No walking on the course, or along paths, is permitted during this time.

**8.2 OTHER AMENITIES**

Use of the Estate swimming pool/s and use of all other sporting facilities/ areas are strictly at own risk. Parents are reminded that it is their responsibility to ensure that any children under the age of 12 should be always supervised.

- 8.2.1 Appropriate swimwear must be always worn at the pools.
- 8.2.2 No glass containers are allowed within the pool areas.

8.3 The usage of any canoe, boat or raft is only permitted upon said user registering with the Pro shop and wearing the appropriate safety equipment.

- 8.3.1 All private boats/ canoes and other rafts must be registered with the Association and shall only be kept and stored in the designated area and shall be locked.

**Penalties**

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Practicing on the golf course	250	500	750
Playing rounds without paying	500	500	500
Usage of a canoe, boat or raft without registration and/or use of appropriate safety gear	200	-	-
Boats, canoes and other rafts which are not registered with Association and are stored and/or locked in designated area	Impounded (R200 payable for release)		

**9. DOMESTIC REFUSE**

9.1 The removal of domestic, garden, and other refuse shall be under the control of the Association. Please refer to the Association's Refuse and Recycling document for detailed information.

9.2 No person shall leave any refuse and/ or bin on the verge or in any place visible to public.

9.3 No building rubble or hazardous material of any kind may be included as part of domestic refuse.

9.4 All refuse is collected daily from Monday to Saturday save for holiday periods when it is collected on every day of the week.

9.5 Where, in the opinion of the Association, any item of refuse is of such a size or nature that it

cannot be conveniently removed by the Refuse Removal Services provided or arranged by the Association, the Association may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.

- 9.6 In the event of any person having to dispose of any animal carcass he or she shall notify the Association. The disposal of any animal carcass shall be arranged by the Association who shall dispose of same in such manner as it may deem fit.

**Penalty**

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Refuse and/ or bin left visible to public/ on verge/building rubble or hazardous waste	500	1000	1500

**10. DOMESTIC ANIMALS**

10.1 No dogs or cats shall be permitted in the Estate save for guard dogs kept by the Association for security purposes. Small pets, for example caged birds, may be introduced with the specific consent of the Association. A written application for such consent can be made to the GM.

10.2 In the event of any domestic animal being introduced into the Estate without consent, the Association will require the owner to immediately remove such animal, and in the event of the owner failing to do so, the Association can at its discretion facilitate its removal from the Estate by such means as it may deem fit, and recover the costs incurred by them in doing so from the member concerned without prejudice to its right to recover any penalty imposed in terms of these rules.

**Penalty**

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Bringing a pet on the Estate, feeding or being in possession of a pet - per day	1000	2000	5000

**11. ESTATE AGENTS**

11.1 Only Estate agents inducted and approved by the company, and whose names appear on a list of accredited Estate agents published by the company from time to time may sell property on the Estate.

11.1.1 Estate agents may apply to become approved to sell properties on the Estate, subject to the successful completion of the company’s induction course and such other requirements as may be required by the company.

11.1.2 Every approved Estate agent shall be obliged to pay to the company an annual accreditation fee, which fee shall be determined by the finance committee and which fee shall be divided into a fixed annual fee as determined from time to time and an amount equal to 0.25% of the purchase price on any unit sold by that agent.

- 11.2 No person shall be permitted to appoint and/or use the services of any Estate agent, in connection with the sale, letting, or any other purpose, of any property on the Estate, unless such Estate agent has been appointed as an accredited Estate agent of the Association by concluding an Accreditation Agreement with the Association.
- 11.3 In the event that any person contracts with or uses the services of any Estate agent, in respect of property on the Estate, who is not an Estate agent that has been accredited by the Association, the member shall be in breach of the rules and the Association shall be entitled to withhold their consent to the transfer or letting of the said property until such time that the Estate agent has followed the entire accreditation process through to completion.
- 11.4 No signage of any kind may be displayed by any member and/ or tenant at any given time on the Estate.

## 12 ACCESS CONTROL

### 12.1 INDEMNITY AND ENROLLMENT

- 12.1.1 All persons entering this Estate or making use of its facilities do so entirely at their own risk. The Association, its employees and agents, the Homeowners and any persons occupying premises will not be liable to compensate any person for any loss or damage howsoever suffered because of any act or omission occurring anywhere on this Estate.
- 12.1.2 All Prince's Grant home/ property owners are required to be enrolled on the Estate's biometric access control system to enable them access via all access and exit points on the Estate.
- 12.1.3 It is mandatory for all overnight guests/ visitors to complete the full registration process upon entering the Estate which includes filling out a registration form, signing an indemnity and enrolling on the Estate's biometric access control system. All persons being enrolled will be required to present any valid form of identification i.e. identity document, passport or valid driver's license. Children under the age of 18 require consent from their parents to be enrolled with access that is enabled. Enrollment fees are charged directly to the respective owner. These fees are applicable only in the event that the respective homeowner is not present at their home for the duration of their guests stay (*i.e. per vehicle: R100 for the driver and R25 for every person thereafter in that particular vehicle*).*Subject to annual increases.*
- 12.1.4 The above enrollment procedure will be applicable to the following persons:

Categories	Access level	Duration	Cost
Lodge guests	Main + beach gates	Duration of stay	incorporated into room fee
Contractors	Main gates only	Temporary: 3 months Duration of contract or period of employment on the Estate	Temporary: R50 More than 3 months: R100
Sub- Contractors	Main gates only	Same as contractors	Same as contractors
Casual Workers	Main gates only	5 working days per month	Same as contractors

Domestic workers	Main gates only	Duration of contract with employer	R100 per person
Prince's Grant Staff	Main gates only	Duration of contract with employer	N/A

## 12.2 ACCESS

12.2.1 An integral part of overall security the Association shall be responsible for regulating access to the Estate. There is a significant cost attached to operating and maintaining a secure access control system and for this an access control fee for guests is applied.

12.2.2 The Association reserves the right to limit the operation of a member's or tenant's access should that member or tenant be in arrears with the Association levies or any other monies owing, including unpaid penalties.

12.2.3 The Association shall be entitled to restrict access to visitors, agents, or contractors; such restriction shall not be unreasonable.

12.2.4 Visitors to the Estate shall not be given access unless their host has made prior arrangements with the security staff at the gate for their admittance or their host approves their admittance by means of a telephone call.

Such guest information shall contain:

12.2.4.1 the names of the person to be admitted.

12.2.4.2 the number of persons.

12.2.4.3 the registration number of the vehicle, if known.

12.2.4.4 the date and approximate time of arrival and departure.

12.2.4.5 confirmation that any keys in possession by Security may be handed over.

12.2.5 No vehicle shall enter or leave the Estate at any point except at the main entrance gate of the Estate except in special circumstances and then only with the consent of the GM.

12.2.6 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said entrance gate, provided however that the Association may register and activate biometric fingerprint access to its members and overnight guests enabling such members to operate the vehicle entrance gate themselves, in which event such provisions shall not apply.

12.2.7 Any delivery to the Estate must have a confirmed destination. Should a member/ tenant/ guest expect a delivery such member/ tenant/ guest will inform the gate that the delivery is to be expected and the address at which the delivery must be made. In the event of no confirmation being received by the gate, the security personnel at the gate will attempt once only to contact the respective person and/ or destination and confirm the delivery. In the event of no confirmation being possible such delivery will not be permitted to access Prince's Grant.

12.2.8 No person will be admitted through any beach gate unless such person had also left the Estate through a beach gate.

12.2.9 All contractors, sub-contractors, staff, casuals and domestic workers are required to be in clearly identifiable uniforms when entering the Estate or whilst on the Estate. A “PG bib” will be issued by the Association at a cost of R10 per day per bib. Failure to wear a clearly identifiable uniform or bib will result in access being refused onto the Estate unless otherwise authorized by the Association. The bibs must be worn at all times by the contractors, sub-contractors, staff, casuals and domestic workers whilst on the Estate.

### 12.3 OCCUPATION OF PROPERTIES

12.3.1 The Board shall be empowered to make such rules and regulations relating to the overpopulation of dwellings as it and the Association may determine from time to time. No homeowner shall accommodate or allow to be accommodated more than the numbers of persons reflected below in such house:

**Families:** In the event of families being accommodated in a particular house, 2 persons plus 1 child under the age of 6 per bedroom will be allowed.

**Adults Only:** In the event of adults only being accommodated in a particular house, the number of persons will be limited to 2 adults per bedroom.

12.3.2 Notwithstanding the above, written application may be made to the GM to allow more than the maximum number of persons to be accommodated in such house or access to the Estate under extraordinary circumstances and only for the duration of the commission.

#### Penalties

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Overcrowding of home - per day	4000	8000	12000

### 13. GENERAL

13.1. No person shall cause a nuisance or public disturbance of any nature on the Estate and lagoon.

13.2. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such other area designated for the purpose. Any such items placed in any other place may be impounded by the Association and may be reclaimed by the owner from the Association.

13.3. No person shall keep anywhere in the Estate 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 normal domestic use.

13.4. Homeowners shall ensure that their external lights do not cause a nuisance to other homeowners and shall keep such lights switched off when not in residence and/ or when they retire for the night unless they are required to provide lighting for outdoor activities and/or lighting for residents returning home. All external lighting must comply with the Prince’s Grant Building Code. Day/ night switches are prohibited.

- 13.5. No construction/ maintenance work shall be allowed during weekends, public holidays and/ or any time other than between 07h00 and 18h00 from Monday to Friday, save with the written consent from the Association.
- 13.6. BUILDING/ MAINTENANCE OF PROPERTY (To be read in conjunction with the Prince's Grant Building Code)
- 13.6.1 Any contractor proceeding with any building work at a specific property on the Estate where no building plans have been submitted and approved by the Association and other relevant authorities will be permanently suspended with immediate effect from further work on the Estate.
- 13.6.2 All building work undertaken by a contractor must be done during the hours stipulated by the Association from time to time for building contractors unless written approval for an exception is given by the Association.
- 13.6.3 Members shall always maintain the exterior of their houses and boundary wall of their property to the satisfaction of the Association. This rule will be enforced by the building committee in terms of section 66.3 and 66.4 of the Memorandum of Incorporation.

## Penalties

Transgression	SA Rand		
	First Offence	Second Offence	Third Offence
Public disturbance	2000	5000	10000
External lighting not compliant with Building Code or Rules – per day	200	200	200
Illegal signage	1000	1500	2000
Occupation before occupation certificate is issued - per day	1000	1500	2000
Home in disrepair/not maintained to standard – per month	1500	-	-
Air conditioning units visible to neighbours/ public – per month	1500	-	-
Illegal Dumping	1000	2000	Banned
Untidy Building site	500	1000	2000
Building Site left open (Shade cloth)	500	1000	2000
Working after hours without authorization	750	1500	Banned
Noise (Contractors)	500	1000	2000
Staff wandering off site	500	1000	2000
Burning of building rubble	1000	Banned	-
Deviation from approved building plans	Correction of deviation to original building plans plus fine to be determined by the Building Committee		
Bad safety procedures	500	1000	2000
Damage to roads and verges	2000	3000	Banned
Building incomplete by due date - per month	Triple levy	Triple levy	Triple levy
Any transgression of building code not referred to above	500	1000	2000

Damage to PG property	Full Cost +15%		
Verbal abuse of PGHOA or security staff	500	1000	2000
Non-compliance with any House Rule or specific instruction from Board of Directors	1000	-	-

#### 14. DEBTOR'S POLICY

14.1 Every levy shall be payable monthly in advance on the first day of each month. Levies are exclusive of VAT (i.e., VAT is to be added).

14.2 Should a levy account not be settled by the 14<sup>th</sup> the respective homeowner's services i.e., golf, access and water will be restricted without any further notice.

#### 15. OPERATING A BUSINESS ON THE ESTATE

15.1. The Board will not unreasonably withhold written consent in terms of a person operating a business on the Estate (unless specifically prohibited by any law or regulation) and will be guided by *inter alia* the considerations:

15.1.1. Any nuisance caused by the business in or about the unit and/or the Estate.

15.1.2. The business be strictly conducted within the confines of the unit and will not infringe on any exclusive use area or common property in or about the Estate.

15.1.3. Any infringement on sanitary and/or environmental conditions in or about the unit and/or the Estate, including but not limited to keeping the unit and/or the Estate free of debris, anything of a dangerous, noxious, or offensive nature, or which would create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat, or noise.

15.1.4. The usage of sound equipment (such as loudspeakers, broadcasts, and telecasts) which will be strictly conducted within the confines of the unit and in a manner so as not to be seen or heard outside the unit.

15.1.5. The placing or keeping of any merchandise, equipment, or product strictly inside the confines of unit, unless written consent expressly provides so.

15.1.6. Daily vehicle and foot traffic that the business creates in or about the unit and/or the Estate.

15.1.7. Any other consideration which the board of directors may consider relevant in their decision to provide written consent.



## **16. LONG-TERM RENTAL**

- 16.1. Long-term Rental shall be subject to the same Estate Rules as Homeowners.
- 16.2. The owner of each property shall be responsible for ensuring compliance with the rules by his or her tenant(s).
- 16.3. The tenant(s) of each property shall be responsible for ensuring compliance with the rules by his or her guests, which includes family members, visitors, invitees, employees, contractors, sub-contractors, delivery persons and the like.
- 16.4. The owner of each property shall appoint a representative or agent within the Estate who will oversee the Homeowner's Long-term Rental, which agent shall act as an intermediary between the Board, the Homeowner and the tenant(s) in all matters relating to compliance with the Estate Rules.
- 16.5. The name of the Homeowner's representative or agent as well as independent confirmation of the said representative or agent that they are willing and able to act as intermediary will be submitted to the Board.
- 16.6. It will be the sole obligation of the owner of each property to ensure that his or her tenant(s) receives and signs a copy of the Estate Rules.
- 16.7. Any contravention of the of the Estate Rules will result in joint and several liability of the tenant(s) and Homeowner.
- 16.8. A mandated lease agreement as provided by the HOA must be signed by both tenant and homeowner. Tenant access will be revoked as soon as the agreement has terminated. Any extension to an existing lease agreement need to be provided to the HOA administration offices at least 30 (thirty) days, prior to termination date
- 16.9. The Board shall impose sanctions at their discretion in respect of contraventions by a tenant or tenants as the case may be, which sanctions shall include, but not be limited to imposing fines, restricting access within the Estate and in instances of severe contraventions, revoking the tenant(s) access permit to the Estate.

## **17. SHORT-TERM RENTAL**

- 17.1. No Homeowner will be allowed to accept a Short-term Rental without the property being registered with the Board as a Short-term Rental.

- 17.2. The registration will be applied for and renewed by the Homeowner on an annual basis and accepted at the Board's discretion.
- 17.3. The costs of the annual registration will include all costs associated with such registration and will be determined by the Board on an annual basis.
- 17.4. In addition to the costs of annual registration, each Homeowner registered as a Short-term Rental will provide a deposit to be held in trust by the Board as security for any fines incurred by the Short-term Rental.
- 17.5. Fines that are not paid timeously will immediately result in the suspension or termination of registration.
- 17.6. The minimum requirements for annual registrations are as follows:
  - 17.6.1. The property is maintained at an appropriate standard and in possession of an Electrical Compliance Certificate as well as certification in respect of the septic system and stormwater management.
  - 17.6.2. Confirmation by the Building Control Committee on the maximum number of occupants to be allowed at the property, including parking availability at the property. The numbers provided here will serve as the maximum number of occupants that will be allowed access to the Estate.
  - 17.6.3. The name of the Homeowner's representative as well as independent confirmation of the said representative or agent that they are willing and able to act as intermediary will be submitted to the Homeowners Association.
  - 17.6.4. The representative or agent must furthermore confirm their availability to resolve any issues throughout the Short-term Rental.
  - 17.6.5. No Short-term Rental will be allowed without a representative or agent confirming their attendance.
- 17.7. No Short-term Rental will be entitled to receive any day visitors without the written authorisation of the representative or agent.
- 17.8. Short-term Rentals shall be subject to the same Estate Rules as Homeowners.
- 17.9. The owner and representative or agent of each property shall be responsible for ensuring compliance with the rules by his or her Short-term Rental.

- 17.10. The owner and representative or agent shall be responsible for ensuring compliance with the rules by the Short-term Rental's guests, which includes family members, visitors, invitees, and the like.
- 17.11. In addition to the Estate Rules referred to in clause 17.8 above, all Short-term Rental occupants and guests will be biometrically registered on arrival and required to sign a set of Rules governing their behaviour and conduct whilst at Prince's Grant.
- 17.12. The Board shall impose sanctions at their discretion in respect of contraventions by a Short-term Rental's occupants and guests, which sanctions shall include, but not be limited to imposing fines, restricting access within the Estate and in instances of severe contraventions, revoking access to the Estate or evicting the Short-term Rental occupants and/or guests from the Estate..

## 18. CONSENT OF ASSOCIATION TO LONG-TERM RENTAL AND SALES

- 18.1. The consent to sell/Long-Term Rental of any property within the Estate as well as to renew or extend a lease must first be obtained by the Homeowner in writing from the HOA by way of a clearance certificate. Such consent shall be subject, inter alia, to all dues having been fully paid and all other conditions of the HOA and, where applicable, the Prince's Grant Golf Club having been satisfactorily discharged and, in respect of sales of property, the purchaser or the purchaser's nominee having been accepted for membership of the HOA.
- 18.2. Consent, as above, shall also not be given unless and until the HOA is satisfied that the purchaser or tenant and all persons who will be occupying the property are of good standing befitting the Estate and, where applicable, the Prince's Grant Golf Club and the purchaser or the purchaser's nominee has been accepted for Membership of the Prince's Grant Golf Club or is already a Full Member of the Club and is in good standing as defined in the Club's Constitution.
- 18.3. Without limiting the generality of sub-rules 18.1 and 18.2, and in the interests of preserving the amenity and security enjoyed by persons within the Estate, the HOA shall have the right to withhold or refuse to grant its consent to transfer or rental of any property to a particular purchaser or tenant in circumstances where the purchaser or tenant or that purchaser or tenant's spouse or family member/s or any other person/s who will be occupying the property (or where the purchaser or tenant is a legal entity, any of its directors, shareholders, members, trustees, beneficiaries and/or other persons directly or indirectly connected to it and/or who will be occupying the property) have been suspended or had his/her/their membership terminated by the Prince's Grant Golf Club and/or where in the sole discretion of the Board the presence of any of the aforesaid persons on the Estate will constitute a threat to the security of the Estate, any of its residents or the management or staff of the HOA and/or in circumstances where any of the aforesaid persons have been responsible for repeated non-compliance of the Rules.
- 18.4. Homeowners shall not have any claim of whatsoever nature against the HOA or the Prince's Grant Golf Club in the event of consent to sell or Long-Term Rental being refused or withheld on any of the aforesaid grounds.