ESTATE RULES

OF

BREAKWATER BAY ECO ESTATE HOMEOWNERS' ASSOCIATION

("the Association")

INDEX

Section	Description	Page
1.	Introduction	
2.	Definitions, interpretations and delegations	
3.	Domestic refuse	
4.	Domestic animals	
5.	Traffic/Pedestrians	
6.	Open space and environmental control	
7.	Dams	
8.	Access to the Golf Course	
9.	Golf carts	
10.	Letting and resale and occupation by Member's guests of properties	
11.	Conduct at BREAKWATER BAY ECO ESTATE	
12.	Commercial activity	
13.	Fines and penalties	
14.	Miscellaneous Regulations	

1. INTRODUCTION

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 The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general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

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

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

Unless the context otherwise requires, any words importing the singular number only shall include the plural number and *vice versa,* and words importing any one gender only shall include the other gender as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

2.1.1 the “Association” means the BREAKWATER BAY ECO ESTATE Homeowners' Association, which is constituted and established pursuant, *inter alia*, to the provisions of Section 29 of the **Land Use Planning Ordinance No. 15 of 1985**;

2.1.2 the “Common Property” means the common property to be managed and controlled by the Association as defined in the Constitution of the Association;

2.1.3 “BREAKWATER BAY ECO ESTATE” means the Township established on the development area;

2.1.4 “Member” means a member of the Association. The term "Member" generally has the same meaning as "home owner", but is more exact and ties in with the Constitution. For this reason, "Member" is used in preference to "home owner" or "owner";

2.1.5 “Trustees” mean the Trustees for the time being which acts on behalf of the Association;

2.1.6 “Vehicle” means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

2.2 It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Estate Rules. In the event of any breach of the Estate Rules by the Member, members of his household, employees, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

2.3 Where there is a conflict between the Estate Rules and the Constitution of the Association, the Constitution of the Association shall prevail.

3. DOMESTIC REFUSE

3.1 Subject to the provisions of the services agreement entered into between the DEVELOPER of Breakwater Bay Eco Estate and the local authority, the removal of domestic, garden and other refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:

3.1.1 lay down the type and size of refuse containers to be obtained and used;

3.1.2 give directions in regard to the placing of refuse for collection;

3.2 All refuse, whether domestic or garden must be kept in the containers, which must be placed out of sight of roads, except when put out for collection by the Municipality on the predetermined days and time.

3.3 Where 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 directions as to the manner in which such refuse must be disposed of.

4. DOMESTIC ANIMALS

4.1 Domestic animals shall be limited to two dogs per erf and may be kept only by Members and not their tenants or guests. No cats are allowed at BREAKWATER BAY ECO ESTATE. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property, which enclosure must be approved by the design and review committee appointed in terms of the Constitution before any dog is introduced to BREAKWATER BAY ECO ESTATE.

4.2 Members of the Association shall be entitled to keep birds in a cage and shall be restricted to one such cage per property. No outside aviaries are permitted on BREAKWATER BAY ECO ESTATE.

4.3 Members are required to tag their animals with the Member’s name and telephone number.

4.4 In the event of any domestic animal being introduced onto BREAKWATER BAY ECO ESTATE by tenants or their guests, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties and/or may procure its removal from BREAKWATER BAY ECO ESTATE and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

4.5 Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties or procure its removal from BREAKWATER BAY ECO ESTATE and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

4.6 No dog shall be allowed off the Member's property unless under strict control and on a leash.

4.7 In all cases, whether on the Common Properties, should dogs cause a mess or dig holes, the dog's owner shall immediately remove the mess or repair the holes as the case may be.

5. TRAFFIC / PEDESTRIANS

5.1 No vehicles shall enter or leave BREAKWATER BAY ECO ESTATE at any point other than at the entrance gates, except with the consent of the Association, which consent will only be given in special circumstances. Non-Members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and Constitution of BREAKWATER BAY ECO ESTATE.

5.2 All vehicles entering BREAKWATER BAY ECO ESTATE shall stop at the vehicle entrance.

5.3 No vehicle shall enter BREAKWATER BAY ECO ESTATE unless admitted by the guard on duty at the gate, except where the Association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself.

5.4 No Member shall permit the use of such device for operating the vehicle entrance gate by any person save a member of his household, or the guests or lessees of the Member.

5.5 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of BREAKWATER BAY ECO ESTATE.

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

5.7 Heavy deliveries (being vehicles having a gross weight in excess of 10 tons) are not permitted without the consent of the Trustees for the time being of the Association.

5.8 Motorised vehicles, including golf carts, shall be driven on BREAKWATER BAY ECO ESTATE roads only by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within South Africa.

5.9 No person shall drive any vehicle on any road within BREAKWATER BAY ECO ESTATE at a speed in excess of 30 km per hour. A lower speed limit may be imposed by the Association where appropriate.

5.10 Animals, birds and wild life shall have the right of way at all times within BREAKWATER BAY ECO ESTATE and vehicles shall be brought to a stop whenever necessary.

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

5.12 All persons on BREAKWATER BAY ECO ESTATE shall observe and comply with the provisions of any road traffic legislation applicable to the Western Cape Province as fully and effectively as though BREAKWATER BAY ECO ESTATE's roads are public roads as defined in such legislation.

5.13 Notwithstanding 5.12 and subject to the provisions of 8 below, vehicles such as motorised ride-on mowers, "carryall" carts for the development and maintenance of BREAKWATER

BAY ECO ESTATE, as well as motorised golf carts may be driven on BREAKWATER BAY ECO ESTATE's roads, provided:

5.13.1 the vehicles are in sound mechanical condition;

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

5.13.3 the provisions of Rule 5.8 is observed.

5.14 No person shall store any motor vehicle, golf cart, caravan, boat or the like in any place on BREAKWATER BAY ECO ESTATE except in a structure built for this purpose approved in writing by the Design Review Committee. None of the above shall be left overnight on any road.

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

5.16 Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any erf or unit boundary.

5.17 Notwithstanding anything contained in this Clause quad bikes are strictly prohibited at BREAKWATER BAY ECO ESTATE.

6. OPEN SPACE AND ENVIRONMENTAL CONTROL

6.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.

6.2 No person shall do anything that detrimentally affects the amenities, flora or fauna of BREAKWATER BAY ECO ESTATE, or unreasonably interfere with the use and enjoyment of the Common Property.

6.3 No person shall discard any litter or any item of any nature whatsoever in BREAKWATER BAY ECO ESTATE, except in receptacles set aside for this purpose by the Association.

6.4 No camping and or picnicking shall be permitted except at any place set aside for the purpose and designated as such by the Association.

6.5 No fire shall be lit at BREAKWATER BAY ECO ESTATE, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.

6.6 No person shall do any gardening or landscaping on the Common Property without the express prior written agreement of the Association in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the Association to do so, pick or plant any flowers or plants on the Common Property.

6.7 Subject to any Environmental- or Planning Law or regulation made in terms of such laws, the Association shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.

6.8 The driving of motorised vehicles in the Common Property is confined to roads and driveways.

6.9 No person shall discharge a firearm, air rifle, bow or any similar weapon anywhere on BREAKWATER BAY ECO ESTATE except in self-defence or publicly display any such weapons.

6.10 Hunting is prohibited on BREAKWATER BAY ECO ESTATE and the trapping of birds and animals and setting of snares are specifically prohibited.

6.11 No part of the Common Property may be paved except for the portion of one driveway and one pedestrian crossing per erf which lies between the Member's property and the road. The portion of the driveway may be paved to a maximum width of 6 (six) meters and the portion of the pedestrian crossing to a maximum of 1 (one) meter.

6.12 Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member to rectify the situation, detailing what remedies are required and giving the Member a reasonable period for commencement and completion. If the Member fails to comply with the Associations' requirements within the stipulated times, the Member shall be in breach of the Estate Rules and the Association may proceed in terms of Clause 13 of these Estate Rules.

6.13 All owners of erven or units, members of their households, tenants, visitors, invitees and all their employees, which includes tradespersons and suppliers, shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of the Township.

7. DAMS AND WATER FEATURES

7.1 No water sport is permitted on dams or in any water course at BREAKWATER BAY ECO ESTATE and no person shall enter any dam or water course within BREAKWATER BAY ECO ESTATE without the written permission of the Association.

7.2 No domestic animal shall be allowed to enter any dam.

7.3 No person shall pollute or permit the pollution of the dams or streams within BREAKWATER BAY ECO ESTATE by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.

7.4 No person shall discard any litter or any article of any nature whatsoever in the dams and streams of BREAKWATER BAY ECO ESTATE.

7.5 Fishing is permitted at BREAKWATER BAY ECO ESTATE but subject to the terms and conditions imposed by the Association from time to time. Provided that the provisions of any of the Environmental Management Plans approved in respect of the Estate shall at all times be adhered to.

8. USE OF GOLF CARTS

8.1 Specification of Golf Carts

8.1.1 Golf Carts shall be electrically operated and in colour (colour specification available from Homeowners office);

8.1.2 Golf Carts shall be equipped with pneumatic tyres designed for golf course

usage, knobbly tyres or tyres emitting high noise levels shall not be permitted.

8.1.3 All golf carts shall be fitted with front lights.

8.1.4 Sun tops and all weather covers shall be white in colour and all seats in beige in colour.

8.1.5 Golf Carts are to be kept clean and in good working order.

The Homeowners Association reserves the right to prevent damaged and / or carts in poor condition from operating within the Estate.

8.2 Operation of Golf Carts

8.2.1 Golf Carts shall be operated by adults of 18 years of age and older.

8.2.2 The number of persons occupying a golf car shall not exceed the manufacturer's recommendations (2 in respect of a 2 – seater and 4 in respect of a 4 – seater).

8.2.3 The practice of standing on the rear of a golf car is strictly prohibited.

8.2.4 Golf Carts shall be operated only on Estate roads.

8.2.5 At all times pedestrians shall have the right of way and golf Carts shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.

8.2.6 Golf Carts shall adhere to any signage of a temporary or permanent nature as may be in evidence in the Township.

8.2.7 The golf car operator/owner is to ensure that the vehicle is fully charged prior to use and in so doing prevent the car from depleting its charge during use.

8.3 Registration of Golf Carts

8.3.1 Members will be liable for an annual trail fee to cover the cost of maintaining golf car paths and roadways on the terms and conditions as determined from time to time by the Association.

8.3.2 In the event that a member/homeowner's golf car is utilized by a friend or guest or family member, it is the member/homeowner's responsibility to ensure that such person is acquainted with, and adheres to, the rules and regulations as contained herein.

8.4 Storage of Golf Carts

8.4.1 Golf Carts are to be stored on the homeowner's property in a storage facility specifically designed for the purpose.

8.4.2 Storage of golf Carts or trailers on roads, pathways and or gardens is strictly forbidden.

9. LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES

9.1 The following rules, read with 2.2 above, shall apply to the letting and resale of property:

9.1.1 Only an estate or property agent accredited by the Association may be employed in the sale or letting of any property at BREAKWATER BAY ECO ESTATE, which accreditation may be withdrawn by the Association in its discretion.

9.1.2 Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever, and they must personally accompany prospective buyers or tenants onto the property.

9.2 An agent will be accredited only after signing an agreement with the Association that such agent will abide by stipulated procedures applicable to the sale or letting of property on BREAKWATER BAY ECO ESTATE, and in particular will make any buyer aware of the Estate Rules, Architectural and Development Guidelines, Constitution, building deadlines and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time.

9.3 Tenants to whom properties are let or leased are obliged to abide by all of the Estate Rules, regulations and requirements of the Constitution at BREAKWATER BAY ECO ESTATE. The agent who is letting a property is obliged to supply the tenants with copies of the Constitution and Estate Rules.

9.4 Where the Member himself sells or lets his property, the provisions of clause 9 will apply to him.

9.5 Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member. This may be done in writing or by telephoning the office of the Association and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association within one working day of arrival, and to sign a declaration that they are acquainted with the Estate Rules and Constitution of BREAKWATER BAY ECO ESTATE and agree to abide by them.

9.6 Access to the Estate may be denied to tenants, members of their households, invitees, employees or guests should the tenant or anyone for whom the tenant is responsible, transgress the Constitution, Estate Rules or any other rules, regulations or bylaws of BREAKWATER BAY ECO ESTATE (see also 12.1).

9.7 The Association shall be entitled to refuse its consent to sell, alienate or give transfer of an erf or unit or to approve any building plan for as long as any member is in breach of any provision of the Estate Rules.

10. CONDUCT AT BREAKWATER BAY ECO ESTATE

10.1 No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose. Washing lines, twirly drys etc. must be below the level of the yard walls.

10.2 The lighting of fireworks is not permitted at BREAKWATER BAY ECO ESTATE.

10.3 No unauthorised persons are allowed onto building sites under construction.

10.4 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons. In particular:

10.4.1 Burglar alarms must comply with any regulations which the Association may institute from time to time.

10.4.2 All vehicles, but particularly motorcycles, must have efficient silencer systems.

10.4.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited after 13h00 on the following days: Sundays, New Year's day, Easter, Christmas and Family Day [26 December]. All building work, whether undertaken by a contractor or by the home owner, 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.

10.4.4 All undue noise must cease between 17h00 and 08H00.

10.5 In order to maintain the low-density residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than two persons per bedroom.

10.6 Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or driver at BREAKWATER BAY ECO ESTATE. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.

10.7 Whenever the Association receives a written complaint from a Member relating to the behaviour of any persons at BREAKWATER BAY ECO ESTATE, the Association shall investigate appropriately and take any steps required within the scope of the Estate Rules and the Constitution. The Association is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.

10.8 No unauthorised person shall interfere with BREAKWATER BAY ECO ESTATE's security arrangements or the activities of its appointed security staff.

10.9 No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order at BREAKWATER BAY ECO ESTATE.

10.10 Alarm or protection systems may be installed in private dwellings subject to the following conditions:

10.10.1 no alarm system may be audible outside the dwelling;

10.10.2 flashing outside lights are permissible;

10.10.3 the system provider must inform the BREAKWATER BAY Security Service (the BBSS) forthwith upon being alerted on any problem;

10.10.4 the BBSS will use their best endeavours to investigate any such problem;

10.10.5 the Member concerned will be charged and debited with a reasonable "call-out" charge of R100, or such other amount as may be determined from time to time by the Trustees for the time being of the Association.

11. COMMERCIAL ACTIVITY

11.1 The Association may regulate commercial activity on BREAKWATER BAY ECO ESTATE and it is expressly required that any application for a trading licence receive the prior approval of the Association, such approval shall not be unreasonably withheld.

11.2 No advertising board may be displayed anywhere on BREAKWATER BAY ECO ESTATE other than the standard architectural building board during building construction, except with the written permission of the Association.

11.3 No door-to-door canvassing or selling is permitted at BREAKWATER BAY ECO ESTATE.

11.4 Use of the Association's mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the Association's mailing list.

12. FINES AND PENALTIES

12.1 Any person who contravenes or fails to comply with any provision of these Estate Rules, or any conditions imposed by or directions given in terms of the Estate Rules, shall be deemed to have breached these Estate Rules and will in the entire discretion of the Trustees for the time being of the Association be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of fines which amount shall not exceed R1 000-00 (one thousand rand) for each separate offence, adjusted for inflation from time to time and / or the temporary suspension of the member's social membership as defined in the Constitution of the Association.

12.1.1. In the event of a breach by members of the Member’s household, employees, invitees, guests and tenants, and the members of the tenant’s household and the tenant’s employees, invitees and guests, the Member shall be liable for the payment of any fines imposed;

12.1.2. In the event of a breach by a tenant, a member of the tenant’s household or employees, invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or other penalty, bar the above mentioned from access to BREAKWATER BAY ECO ESTATE.

12.2 In the event of a continuing offence, any person subject to these Estate Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

12.3 Any fine imposed on a Member, in terms of 12.1.1 or 12.1.2, shall be a debt due and payable to the Association by the Member on demand.

12.4 The imposition of penalties is subject to the relevant provisions of the Association's Constitution.

12.5 Should a Member fail or refuse to comply with these Estate Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

13. MISCELLANEOUS REGULATIONS

13.1 A breach of the Associations' Architectural and Development Guidelines or any other Regulation made in terms of the Associations' Constitution shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in Clause 12 of these Estate Rules.

13.2 All members of the Association, members of their households, tenants, visitors and invitees shall adhere to the rules relating to booking procedures, tariffs, dress and behaviour relative to any sporting, recreational or other facility provided within the township.

13.3 The responsibilities of members in respect of the provision of services in the township shall be regulated in a Services Supply Agreement to be entered into between the Association and each member as a pre-condition to the supply of the relevant services to the Members.

13.4 The duties and obligations of trustees, duly elected by the members of the Association, in the discharge of their functions are set out in the Code of Conduct of Trustees, annexed hereto as Annexure 1 to the Estate Rules. Trustees occupy a fiduciary office and are, in law, required to exercise their powers and perform their duties in the utmost good faith, with due care, diligence, and skill, and for a proper and lawful purpose.

****