

Marina Village Home Owners Association Rules

**Revision 5
30th MARCH 2010**

1. INTERPRETATION

In these rules:

- 1.1 Clause headings are for convenience and shall not be used in their interpretation;
- 1.2 Unless the context clearly indicates a contrary intention an expression which denotes a natural person includes an artificial person and vice versa;
- 1.3 The following expressions shall bear the same meanings assigned to them below and cognate expressions bear corresponding meanings;
 - 1.3.1 “**Association**” means the **Marina Village Homeowners Association** (Association incorporated under Section 21) (registration number: 2003/025698/08);
 - 1.3.2 “**common property**” means those areas belonging to the association or forming part of Marina Village common areas;
 - 1.3.3 “**erf/erven**” means those individual erf/erven comprising the entire Marina Village development;
 - 1.3.4 “**Directors**” means the board of directors of the association from time to time;
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the rules;
- 1.5 When any number of days is prescribed in these rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. INTRODUCTION

- 2.1 The rules set out below are binding on all owners and all persons occupying any erf who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with them.
- 2.2 Happy and satisfying community living is achieved when owners and occupiers of erven in Marina Village use and enjoy their erven and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the Marina Village property. Compliance with the rules and general consideration by owners and occupiers and their visitors, will greatly assist in achieving a happy community.

3. MOTOR VEHICLES, USE OF DRIVEWAYS, SLIPWAY AND PARKING AREAS

- 3.1 Owners and occupiers of erven shall observe and shall ensure that their visitors and guests:
- 3.1.1 Observe any road signs on the common property;
 - 3.1.2 Do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Directors not to be in the interests of safety; and
 - 3.1.3 Do not allow any unlicensed person to drive any vehicle within the common property.
- 3.2 Hooters shall not be sounded within the common property other than in emergencies.
- 3.3 Owners or occupiers' cars and their visitors should generally be parked in their garages or in the driveway in front of their garages.
- 3.4 The use of the owners and occupiers driveways and garages is limited to the parking of light motor vehicles and bakkies / double cabs. Parking of caravans, trucks, trailers, boats and the

like is not permitted either on driveways or on the common property without the written permission of the Directors. All vehicles must at all times be parked within owners or occupiers' or within the demarcations of the respective parking areas.

- 3.5 Damaged vehicles and vehicles that are not in general use, drop oil or brake fluid onto the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Directors and then only with their prior consent.
- 3.6 No persons may dismantle or effect major repairs to any vehicles on any portion of the common property in contravention of these rules.
- 3.7 The Directors may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property in contravention of these rules.
- 3.8 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Association or its agent or any of their employees for any loss or damage of whatsoever nature which the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.
- 3.9 Owners and occupiers are obliged to use the controlled access to the common property in a manner which will not prejudice the safety of other owners or occupiers and the flow of traffic to and from the common property.
- 3.10 An owner and occupier causing damage to the controlled security gate or its mechanism shall be obliged to repair same at his cost.
- 3.11 An owner or occupier who misplaces or destroys his remote gate control to Marina Village shall be liable for the replacement cost thereof.

- 3.12 Vehicles may not travel in excess of 20 (twenty) kilometres per hour anywhere on the common property.
- 3.13 The use of quad-bikes, soap-box carts, scramblers, skateboards etc on the common property is prohibited.
- 3.14 No truck or other vehicle with a TARE KG of more than 3.5 tons will be permitted to enter Marina Village
- 3.15 Right of admission to the estate shall be limited to the members, their guests, lessees and such members of the general public as shall be determined by the board from time to time.
- 3.16 Maintenance of roads and verges:
- 3.16.1 The owners of erven will be responsible for any repairs and maintenance of their driveways, within their respective properties;
- 3.16.2 The Association will be responsible for collecting builder's deposits for any remedial work to be carried out on the roads.
- 3.17 Right of admission of the slipway shall be limited to the members, their resident guests and lessees. Any other use of the slipway shall be determined and approved by the board from time to time.

4. CANAL WALLS

- 4.1 Owners of the erven shall erect and maintain, at their own cost, canal walls on the property in accordance with the Kouga Municipality or its successors in title.
- 4.2 Canal dredging shall be for the account of the owners as determined by the Kouga Municipality specifications.

5. AESTHETIC STANDARDS

- 5.1 Owners acknowledge that the individual erven form a part of the development as a whole. To ensure the maintenance of an aesthetic standard and to effect a harmonious architectural development, all improvements shall be in accordance with the subdivision development control guidelines prescribed by the Kouga Municipality for the township of St. Francis Bay.
- 5.2 Formal plans for new dwellings, alterations or additions to any structure on any erf as well as landscaping visible from other erven or the common property shall be submitted to the Directors for prior written approval before any contractor is engaged or work is commenced. Such approval shall only be given once the applicant has fulfilled all of the pre-requisite requirements. This includes inter alia, the payment of levies in full, payment of the HOA appointed architect and payment of a builder's deposit. The pre-requisite requirements shall be given on application.
- 5.3 On all stands other than canal stands, dwellings to be constructed on an erf shall have a total floor area of at least 150m² (two hundred) as a minimum size. On all canal stands, dwellings to be constructed on the erf shall have a total floor area of at least 200m² (four hundred) as a minimum size.

5.3.1 Builders rules for Marina Village

- § Plans to be signed off by designated MV director and passed on to authorized architect for aesthetic approval before being submitted to council
- § Future duplication of designs within the MV will not be allowed.
- § All registered servitudes must be adhered to
- § A road deposit of R5000 must be paid to the managing agent prior to commencement of work. This deposit will be held until completion and refunded upon inspection of site.
- § No security fencing, spikes, razor wire or electric fencing may be erected with in the development
- § 2m high shade cloth to be erected around site prior to commencement of works.
- § Toilet to be erected on site prior to commencement of work

- § No combustion driven cement mixers to be used in MV area, only electrically driven mixers may be used
- § No materials to be unloaded on road and if unloaded on road reserve to be removed onto site immediately
- § No concrete to be mixed in road or road reserve
- § Abutting erven may only be used to store materials with prior authorization from said erf owner
- § Site to be kept neat and clean at all times. All loose refuse, cement bags, paper wrappers, etc, to be collected daily and placed in a bin or such like container
- § No construction vehicles to be parked and left on site or on the road reserve after normal working hours and over weekends
- § The operation of noisy appliances such as angle grinders and the like only to be used during normal business hours Monday to Friday and until 12 noon on Saturday
- § On completion of construction all excess materials and rubble to be removed from site immediately.
- § On issue of completion certificate all sign boards to be removed
- § All building activities to be suspended during Xmas shutdown from 15 December to 10 January.
- § A R500 fine will be issued if these rules are not adhere to and will be deducted from the building deposit or added to the levy

5.4 No Wendy Houses and tool sheds and tents shall be allowed. Children's tents erected will be permissible on a non-permanent basis.

5.5 All exterior paint work shall conform to the overall colour scheme of the development or as approved by the Directors in writing.

5.6 An owner or occupier of an erf shall not place or do anything on any part of his property, including balconies, patios, stoeps and gardens, which, in the discretion of the Directors is aesthetically displeasing or otherwise undesirable when viewed from the outside of the erf.

6. LAUNDRY

An owner or occupier of an erf shall only be allowed to hang lines for clothing on his erf in a place especially designated therefore which is suitably screened from the common property and other erven. No laundry or clothing shall be hung on exterior balustrades.

7. REFUSE DISPOSAL

An owner or occupier of an erf shall:

- 7.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his erf; and
- 7.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained; and
- 7.3 For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Directors in writing; and
- 7.4 When the refuse has been collected, promptly return such receptacle to his erf; and
- 7.5 Not allow any of his possessions whatsoever or rubbish, debris, dirt or refuse to be left in any part of the common property; and
- 7.6 At all times comply and adhere to the local council regulations regarding refuse.

8. NOISE

An owner or occupier of an erf shall;

- 8.1 Ensure that he and his visitors or guests or guests do not make or create undue noise;
- 8.2 Not cause or permit any disorderly conduct of whatsoever nature either in or on his erf and/or the common property;
- 8.3 Not do or permit any act to be done in or about his erf and/or the common property which shall constitute or cause nuisance or inconvenience to owners or occupiers of other erven or to the Association and any employee of the Association;
- 8.4 Ensure the volume of radios, musical instruments, record players, TV sets, home movies, power tools etc. is moderated in consideration of the other owners or occupiers in adjoining erven or on the common property.

9. GARDENS

- 9.1 No plant or flower may be picked from nor damage caused to the garden areas on the common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way.
- 9.2 The Association shall be responsible for the mowing of grass areas and the trimming of the edges of the common property but the responsibility for the upkeep and maintenance of the garden areas within the erven shall rest with the respective owners and occupiers.

10. ACTIVITIES ON COMMON PROPERTY

- 10.1 Occupants must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners and the common property. In particular children may not interfere with the plants, irrigation, decorations, house numbers, and the lights of such properties.
- 10.2 No hobbies or other activities may be conducted on the common property if they would cause a nuisance to the owners or occupiers.
- 10.3 No fireworks of any kind may be discharged in any erf or on the common property of the complex at any time.

11. DOMESTIC HELP

An owner or occupier of an erf:

- 11.1 Shall be responsible for the activities and conduct of his domestic help and guests and shall ensure that they understand and that they do not breach these rules, legislation or local authority by-laws which may effect owners or occupiers; and
- 11.2 Shall ensure that his domestic help and their or his visitors or guests do not loiter on the common property; and
- 11.3 Shall ensure that if his domestic help or guest consistently fails to abide by the rules may be required to remove such domestic help or guest from the property if so instructed by the Directors.
- 11.4 Shall not be entitled to request personal duties to be performed by any members of the staff employed by the Association or its agents.

12. SIGNS AND NOTICES

The owner of an erf shall not place any sign, notice, billboard or advertisement of any kind whatsoever (except for agent's boards) on any part of the common property or on his erf so as to be visible from the outside of the erf without first obtaining consent from the Marina Village aesthetic committee. Any sign or notice needs to comply with the Marina Village aesthetic guidelines and needs to be approved by the board or their designated agents.

13. LITTERING

Any owner or occupier of an erf shall not deposit, throw or permit to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

14. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

Any owner or occupier of an erf shall not store any material, or do, permit or allow to be done, any other dangerous act on any portion of the erf which will or may increase the premium payable by the Association or any owner on any insurance policy.

15. ERADICATION OF PESTS

An owner or occupier of an erf shall keep his erf free of white ants, borer and other wood destroying insects and to this end shall permit the Directors, the managing agents and their duly authorized agents or employees, to enter his erf from time to time for the purpose of inspecting the portion and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection and eradication of any such pests as may be found within the erf and

replacement of any woodwork or other material forming part of such erf which may have been damaged by any such pests, shall be borne by the owner or occupier of the erf concerned.

16. SUNDRY PROVISIONS

- 16.1 The Association or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of an erf or any member of his family, his employee or servant or relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual erven by reason of any defect in the common property, its amenities or on the individual erven or for any act done or for any neglect on the part of the Association or any of the Association employees, servants, agents or contractors.
- 16.2 The Association or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or other property.
- 16.3 Bed and Breakfast and Guest House establishments are permissible provided that the owner obtains written consent from the Directors, whose consent cannot unreasonably be withheld, for operating such and that the Directors may prescribe various conditions in granting such approval. Any requirements from the Kouga municipality must also be adhered to. Should an erf not yet be developed and it is the owner's intention to build a guest house or bed and breakfast establishment then it must be clearly indicated on the plans which he submits for the Directors approval. All current establishments must also apply to the Directors for consent.
- 16.4 No auctions or jumble sales may be held on the common property or in the portions excluding the auctioning of the fixed property itself.
- 16.5 No firearms or pellet guns may be discharged on the common property;

- 16.6 No stones or other solid objects may be thrown or propelled on the common property;
- 16.7 Should any damage of whatsoever nature be caused to the common property by an owner or occupier, his family, his tenants, his visitors, or his pets or those of his family, his tenants or his visitors, the owner or occupier shall be liable to reimburse the Association for the cost of repairing such damage.

17. PETS

- 17.1 Other than a maximum of 2 (two) dogs, cats and birds in cages which may only be kept with the written permission of the Directors, which shall not be unreasonable withheld, no pets shall be kept or harboured within an erf or anywhere on the common property. Dogs must be kept behind boundary wall and must be on a leash anywhere on the common property and excrement, shall be immediately removed by the owner.
- 17.2 The said dogs, cats and birds shall at no stage cause a disturbance at any time to any owners or occupiers of erven, and the Directors shall, upon receipt of any complaint which they consider in their sole discretion as being valid, be entitled to revoke the right to house the dogs, cats and birds and to require that such be removed forthwith. The Directors shall seek legal recourse if required.
- 17.3 Pets must be properly controlled at all times. Dogs and cats must wear a tag with the owner's name and telephone number.
- 17.4 Cats are also not permitted to freely roam over the common property areas so as to prevent any danger to the fauna that these areas are trying to attract.

18. PAYMENT OF LEVIES

- 18.1 All levies payable to the Association are due on the 7th day of the calendar month to which such levy relates.
- 18.2 Monthly levy statements will be sent to owners, or occupiers if so requested by owners, but failure to receive such statements will not absolve the owner from his responsibility to pay such levies by the due date.
- 18.3 Directors may impose penalties for failure to pay levies by due date. Any balance owing to the Association on the 7th day of any month will attract a penalty of 10% if not paid by the end of that month.
- 18.4 Should any balance on any levy account become 60 days in arrears the account will be handed over to attorneys for collection by the Directors or their appointed agents. All legal and related costs on the attorney and client scale of such collection will be for the account of the owner of the related erf.

19. GUARDS/GUARDHOUSE

The Association will plan for the construction of a 24 hour access controlled guard house in which event:

- 19.1 Security guards will be permitted to perform any personal services for owners or occupiers, subject to the approval of the Directors e.g. looking after vacant dwellings, and will not be responsible for guarding cars outside the development;
- 19.2 Security guards will not permit entry to the development if the erf owner/occupier does not respond to the intercom/telephone system, or the visitor is unable to contact the owner / occupier by cellphone. However, the security guards will try to assist the visitor where possible.

20. DISPUTE RESOLUTION

- 20.1 In the event of annoyance, aggravation or complaints occurring between owners and occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance.
- 20.2 If, however, such problems cannot be resolved between the parties, then they should be brought to the notice of the Directors in writing. The Directors may require that a complaint is submitted to them in the form of an affidavit before they consider it and the Directors' decision in this regard will be final and binding.

22. BREACHES OF RULES

The Directors shall have the right in the event of a breach of a rule by an owner, occupier his family, visitors, employees, contractors (including sub-contractors), and delivery persons (and without any notice should the Directors in their discretion deem that no notice is warranted) to take such action against the defaulting owner as they deem fit on behalf of the Association, including but not limited to:

- 22.1 remedying of the breach at the defaulting owners cost; and/or
- 22.2 the imposition of a fine, as the Directors deem appropriate.

23. AMENDMENTS

The rules are subject to change from time to time, and the Directors are entitled to add on, amend or repeal the rules as deemed necessary to protect the interests of the Association, the common interest of owners and the integrity of Marina Village as a whole.