



Dunkirk Estate Homeowners Association NPC

Registration No. 2004/028222/08

(The “**Dunkirk Estate Homeowner’s Association**” or “**DHOA**”)

DUNKIRK ESTATE RULES

(AS ADOPTED BY THE DIRECTORS OF THE DHOA IN ACCORDANCE WITH THE MEMORANDUM OF INCORPORATION [“**MOI**”])

For the purposes of these rules, “DHOA” means the Dunkirk Estate Homeowners Association NPC, “Estate” means the Dunkirk Estate, “owner” means the registered owner of any Unit (as defined) in the Estate and who is as such a member of the DHOA, the terms “Property” or “Unit” are used interchangeably and mean any freehold erf or sectional title unit on the Estate and any dwelling house and other structures situated thereon as well as any erf or erven within the Estate on which a sectional title scheme may have been established or is proposed but excludes Property owned by the DHOA, “lessee” means a lessee who lets Property from its owner and “resident” means any resident of the Estate, be they an owner or a lessee or any person residing with an owner or lessee or otherwise being a member of their household.

Any other terms not defined in this document will bear the meanings ascribed to such terms in the MOI to the extent that they are defined therein.

Where reference is made in these rules to any approval or permission being required from the DHOA or where steps or action will be taken by the DHOA, the term “DHOA” will, to the extent appropriate in the context, be deemed to include management and staff duly appointed by the DHOA for the relevant purpose in order to give effect to these rules.

In terms of the MOI, the board of directors of the DHOA are empowered to pass rules for the management, control, administration and use and enjoyment of the Estate and also to repeal, substitute add to or amend any such rules, which shall be effective on an interim basis until put to a vote at the next general meeting of the DHOA and will become permanently binding if ratified by ordinary resolution of the members. The rules applicable from time to time will also be posted on the Estate’s official website for record purposes. In the event of any conflict between any rules and the MOI, the MOI shall take precedence.

The rules are essentially designed to regulate the safety, security, and privacy of residents as well as the protection of the environment and quality of lifestyle within the Estate. They operate as a judicious framework to promote fair and sensible interaction between all residents and are binding on and shall apply equally to all residents of Property put to substantially the same use. The Directors and Management bind themselves to respect, apply and uphold these rules at all times.

Any contravention of the rules by any person who gains access to the Estate under the authorization of an owner or lessee (or any person authorized by either of the aforesaid persons) shall be deemed to be a contravention by that owner or lessee as the case may be.

The board has the right to impose fines for rules transgressions on any owner or lessee and, without prejudice to any other rights afforded to the DHOA in respect of rules transgressions, any such fines shall be deemed to be a part of the levy due by the relevant owner. The board has constituted a fines committee to deal with the imposition and review of all fines.

It is the duty of all residents to be familiar with the MOI of the DHOA as well as the rules of the Estate which may change from time to time.

(The MOI and rules may be viewed/downloaded online from the official Dunkirk Estate website – www.dunkirk.co.za under the “Documents” menu. Copies are also available from the Estate Management Offices during office hours).

In giving effect to the MOI and rules, all residents shall be required to furnish or provide a separate written consent pursuant to the provisions of the Protection of Personal Information Act (**POPI**) for the collection and processing of personal information save to the extent that such consent may have otherwise already been provided.

1. **SECURITY**

1.1. **Estate Security**

- 1.1.1. The security of the Estate is considered to be of paramount importance and residents shall at all times comply with whatever security systems and procedures relating to access control or other security aspects, are implemented by the DHOA.
- 1.1.2. It is to be noted that the perimeter security and access control system serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion into the Estate. **Accordingly, neither the DHOA nor its security contractor nor any of their agents or employees shall be liable for any loss of life, injury, damage to or loss of property suffered by any person on the Estate save where the Consumer Protection Act 68 of 2008 applies and the loss or damages are directly or indirectly attributable to the gross negligence of the DHOA or any person acting for or controlled by the DHOA.**
- 1.1.3. Whichever security company is contracted to undertake the access control and Estate security is the contracted agent of the DHOA, not of individual residents. No resident may issue an instruction to security employees other than directly through the Estate management.
- 1.1.4. There will be NO tolerance of abuse (verbal or physical) of security employees, or of a lack of co- operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the DHOA. This shall not prejudice the right of the security company to take such steps and institute such independent action to which they may be entitled.

Note: The current Security Company contracted by the DHOA is Servest Security. If you have any problems or concerns regarding the Security Company please contact Ryan Streit at the Estate Office – 032 525 4404 Or 082 958 6273.

1.2. Alarm Systems & Burglar Bars

Should a resident wish to install an alarm system on a Property they may do so subject to the following:

- 1.2.1. The alarm must be silent and may only be installed by an approved security contractor who complies with SAIDA and SAIA. DIY systems will not be accepted.
- 1.2.2. All alarms may be connected to the Estate Security Control Room for a nominal fee and no outside response services will be allowed onto the Estate. The Estate Security Control Room will provide a free monitoring service and on-site guard response at no extra charge to residents.
- 1.2.3. While the DHOA has the responsibility of securing the Estate perimeter as well as access to and egress from the Estate, it is the responsibility of each owner or lessee to secure their individual properties.
- 1.2.4. Only flat bar horizontal burglar bars or burglar gates, (charcoal in colour), are permitted on the Estate and all burglar bars are to be installed within window frames. Burglar gates may be installed on the inside of doors only. Trelli-doors are permitted.

1.3. Access Control

As an integral part of overall security the DHOA shall be responsible for regulating access to and egress from the Estate. Access and egress will be controlled through such means as may be determined by the DHOA from time to time, including but not limited to the use of remote devices and/or cards and/or biometrics and duly authorized manual security sign-off as may be permitted from time to time. Information pertaining to the identity of all persons entering and exiting the Estate will be collected by the Estate authorized security officials prior to access or egress being granted for security purposes.

- 1.3.1. Each owner or lessee of Property within the Estate shall be entitled to receive a remote access device or card (or if applicable in due course, biometric access rights) against payment of the stipulated cost. Any additional remote access devices or cards (or the processing of additional biometric rights) to residents may only be acquired by bona fide residents against proof of that person's residence to the satisfaction of the DHOA being furnished and duly authorized by an owner or lessee. The Board of Directors of the DHOA shall be entitled to limit or restrict the maximum number of remote access devices or cards to be issued per Property or Unit from time to time.
- 1.3.2. No access devices or cards (or biometric processing in due course) shall be given to non-residents of the Estate, except by special application to the DHOA and only in special circumstances such as for a caregiver attending regularly to a resident, an au pair or the like.
- 1.3.3. Residents acknowledge that the issue of access devices / cards and/or biometric access rights are privileges afforded to residents in good standing with the Estate. The DHOA reserves the right to suspend the operation of a resident's access device/cards and/or biometric access rights should a resident be in arrears with any amounts owing to the DHOA, including but not limited to unpaid levies, penalties and fines or in the event that the resident's conduct, in the sole discretion of the DHOA, jeopardizes or has jeopardized the integrity of the security system or otherwise prejudices the Estate. The DHOA will maintain a register of all access devices/cards and/or biometric access rights issued to any person.

- 1.3.4. Should a resident's access be suspended in any circumstances contemplated in clause 1.3.3 above, then such person will be allowed access to the Estate by manually signing in at the Estate gate and complying with any further requirements of the Estate's authorized security officials from time to time.
- 1.3.5. No employees including but not limited to, domestic workers, gardeners, nannies, housekeepers, drivers, agents, au pairs, staff ("**Employee**") or contractors shall be entitled to receive access devices/cards or biometric access rights to the Estate except by application to the DHOA and subject to such requirements as may be prescribed from time to time.
- 1.3.6. Should an Employee be discharged from service, the owner or lessee is obliged to immediately advise the DHOA in writing of such discharge to allow cancellation of any further access rights to the Estate by such an Employee. This is for the safety and security of all residents of the Estate.
- 1.3.7. Residents authorize the DHOA to automatically terminate their access rights (in whatever form, be they access devices/cards and/or biometric rights) to the Estate, upon them ceasing to be an owner, lessee or duly authorized resident of the Estate or upon the person through whom access rights are derived ceasing to be an owner or lessee, or upon the written request of the owner or lessee through whom such access rights are derived. In the event of any uncertainty regarding a person's status or rights as owner, lessee or resident, the DHOA may, as an alternative, be entitled to require the production of a valid court order before terminating (or reinstating where applicable) access rights already granted to any person.

1.4. Visitor Protocol

- 1.4.1. All visitors to the Estate enter at their own risk and will only be allowed entrance once they have fully complied with the Estate requirements and procedures.
- 1.4.2. Security has strict instructions not to allow any visitor entry into the Estate without direct confirmation or authorization of an owner or lessee or such other resident duly authorized by an owner or lessee to grant access to the Estate in the form of a duly issued access code issued via the security portal. On arrival of a visitor at the Gate House, security will verify the security portal access code to confirm approval for entry of the visitor. No visitor will be allowed entry into the Estate unless this process has been followed and the security portal access code has been duly verified.
- 1.4.3. Should any unexpected visitor arrive at the Estate, Security will contact the owner / resident telephonically to verify and confirm the entry of such visitor. No confirmation means no entry.

1.5. Contractor Procedures

- 1.5.1. Contractors, electricians, plumbers, landscapers, temporary labour for "odd jobs" and any other person(s) doing work of any kind on the Estate are subject to the Estate's Contractor Procedures, a copy of which is available from the DHOA on request.
- 1.5.2. All contractors must be registered with the DHOA before any entry into the Estate is permitted.
- 1.5.3. All sub-contractors who work on the Estate for a period of more than 5 (five) days must obtain an access card through the Estate Offices.
- 1.5.4. No contractors or labourers are permitted to roam on the Estate and all labourers must

be transported by the contractor to and from the work site by vehicle.

- 1.5.5. Any contravention of the abovementioned procedures and requirements by a contractor or his labourers will result in the contractor being penalized in accordance with the Contractor Procedures.

1.6. Gate House & Guards

- 1.6.1. The Gate House is strictly out of bounds except for security personnel and other authorized personnel.
- 1.6.2. Abuse of security guards is prohibited and security guards may only in emergency situations open/close the gates/boom for any resident without such person using their access device/card or biometrics, if applicable.
- 1.6.3. Tailgating (proceeding through the gate/boom when opened by a preceding vehicle) at the gate/boom is strictly prohibited.

2. DESIGN GUIDELINES

- 2.1. All homes in the Estate are to be designed and built by architects and building contractors who satisfy the approval criteria of, and have as such been approved by, the Dunkirk Architectural Review Committee (“**DARC**”).
- 2.2. All plans must be submitted to the DARC for consideration and approval but subject to ratification of any such approval by the Board of Directors of the DHOA where any relaxations or deviations from the “Design Guidelines” or “Town Planning Controls” for the Estate are sought.
- 2.3. All owners who build on the Estate, must be interviewed by the Estate Manager prior to the commencement of any building to ensure all parties are fully conversant with the Estate Rules.
- 2.4. The design and construction of all proposed new buildings, extensions, alterations, fences, gardens and any material change to all such, must be approved by the DARC and where applicable ratified by the Board of Directors of the DHOA prior to any work of any nature commencing. In addition, the required approvals from the Local Authority must be obtained for all new buildings, alterations, extensions, structure etc. prior to the commencement of construction.
- 2.5. All buildings, fences and gardens must strictly adhere to the comprehensive “Design Guidelines”, “Town Planning Controls” and “Landscaping Guidelines” for the Estate all of which are available from the Estate Office.
- 2.6. The Estate Manager or such person/s duly authorized by him may visit building sites from time to time to ensure compliance with the Estate Rules. The Estate Manager will not supervise or control the quality of any building on any Property, as this is the responsibility of the owner.
- 2.7. No construction or installation may commence prior to all Local Authority approvals being obtained.
- 2.8. No dwelling may be occupied without:
- 2.8.1. The approval by the DARC of the “as built” plans with the approved plans; and
- 2.8.2. Proof of application to the Local Authority for the Occupation or Beneficial Occupation Certificate.

3. USE AND OCCUPATION OF A UNIT

3.1. Use of Unit

- 3.1.1. Subject to the limitations contained in clause 3.1.2 the zoning and permissible use of any Unit is governed by the municipal land use planning scheme in force and applicable to the Estate from time to time and any relevant title deed restrictions.
- 3.1.2. Save for Erf 98 on which the Restaurant / Clubhouse is situated a Unit may be used for residential purposes only and no trading whatsoever will be allowed from any Unit, nor will the DHOA permit any home business operations which necessitate staff/clients visiting the Unit or accessing the Estate on a regular basis to the detriment of security or parking and/or causing a nuisance or irritation to neighbouring residents notwithstanding that same may otherwise be permissible with the special consent of the local authority.
- 3.1.3. The onus shall rest on owners to ensure that the use and occupation of any Unit is compliant with these Rules, the applicable municipal land use planning scheme, any relevant title deed restrictions and any other applicable laws, by-laws or other restrictions or obligations binding upon them at all times and owners indemnify the DHOA in respect of any failure to do so or any responsibilities or liabilities arising from such non-compliance.
- 3.1.4. The consent by the DHOA to any short term lease or ongoing short term letting conducted by any owner may not be construed as a representation by the DHOA that any short term letting activities are permissible in terms of any applicable laws, by-laws or other restrictions imposed on any owner or any Unit by any other competent authority or in terms of any other contractual (including insurance) obligations, and owners and short term lessees indemnify the DHOA in respect of all and any responsibilities or liabilities howsoever arising should such short term letting activities be non-compliant with any such laws, by-laws, restrictions or contractual obligations.

3.2. Occupation

The maximum number of persons allowed to reside at any one time in a Unit shall not exceed the number of legitimate bedrooms in the dwelling multiplied by 2 (two).

3.3. Attachments to Unit

Nothing may be placed on, or attached to, a Unit or any other structure, other than in accordance with the prior written approval from the DHOA. The request for such approval may require a description and/or a drawing/plan. All air-conditioning plants and equipment are to be positioned out of sight from any boundary or screened appropriately.

3.4. Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the Estate Environmental Management Plan and related environmental authorisations, may be kept in any Unit in the Estate. This rule does not apply to the keeping of substances and in such quantities as may reasonably be required for domestic purposes.

3.5. Fences

Where additional fencing is required (other than that approved on the original plan submissions), the style and position must be strictly in accordance with the guidelines of the Estate and no fencing may be installed until written approval of the DHOA has been obtained.

3.6. Gazebo's

All plans for gazebos must be approved by the DHOA prior to installation.

3.7. Garden / Tool Sheds

No free standing sheds for tools or gardening equipment are permitted.

3.8. Play Houses / Jungle Gyms

Free standing doll's houses, children's play houses or jungle gyms (play centres) placed in gardens require the written permission from the DHOA prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and have no possible detrimental effects on the amenities of neighbours. It is recommended that consultation with neighbours is conducted prior to any application to the DHOA.

3.9. Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area as approved by the DHOA. Items of washing must not be visible from the roads and must be reasonably screened from the direct view of neighbours. All washing lines, windy driers and laundry lines are to be positioned so that they are not visible from the boundary of any Property. Properties which are "below" road level are to receive special consideration. Screen walls of 2.1 meters are recommended in order to screen laundry yards and lines.

4. MAINTENANCE OF UNIT

- 4.1. Owners shall at all times maintain the exterior of their houses, gardens, boundary walling or fencing, in a clean, tidy, neat and befittingly repaired and painted condition to the satisfaction of the DHOA.
- 4.2. The DHOA may from time to time, by written notice, request the owner to undertake maintenance to comply with clause 4.1 above, within a reasonable time period.
- 4.3. In the event that this maintenance is not carried out within the period stipulated, the DHOA will be entitled to carry out the required maintenance and recover the reasonable costs thereof from the owner. Owners within sectional title schemes may in turn exercise a right of recourse to their relevant Body Corporate to the extent that it is vested with the responsibility for exterior maintenance in terms of the Sectional Title Schemes Management Act and Rules, alternatively in appropriate circumstances the DHOA may demand that the relevant Body Corporate takes the necessary steps to ensure compliance with the maintenance obligations in clause 4.1 above and/or join the Body Corporate in any action or application in order to secure such compliance.
- 4.4. Should any owner or the Body Corporate of any sectional title scheme within the Estate wish to repaint their Property, they must ensure that the colour selected complies with the Estate guidelines. Prior approval must be obtained from the Estate Manager regarding colour before any painting commences.
- 4.5. All vacant stands shall be kept in a clean and tidy state at all times. Should this not be done the DHOA shall be entitled to carry out the cleaning and recover the reasonable costs thereof from the Owner.
- 4.6. No seepage, leakage or discharge of any nature, including water (excluding rain water), is to be discharged onto the sidewalk or road surfaces or onto any area outside or adjoining a Property.

5. **NEW GARDENS AND UPKEEP OF GARDEN**

The general landscaping philosophy on the Estate is one of controlled landscaped areas within any Property, and the infusion of natural vegetation (plant and grassland) into the Property from outside open spaces and in certain instances encroachment up to the structure, in an attempt to create the "blurring" of Property boundaries and open spaces in the Estate.

- 5.1. The installation of new gardens must comply with the guidelines as laid down by the DHOA and the Dunkirk Environmental Management Plan ("EMP"). New garden installations must be completed by the owner or resident within 3 (three) calendar months of occupation of the Unit and an audit of the garden will be conducted by the Estate Management after approximately 9 (nine) calendar months (allowing for 6 (six) months of growth) from occupation. Once accepted, the ongoing maintenance of the garden will be the sole responsibility of the owner or Body Corporate.
- 5.2. A minimum standard of maintenance of all gardens is required by the DHOA. Where, in the opinion of the DHOA the condition of a garden is not up to the required standards of the Estate, written notice will be given to the owner and/or Body Corporate to carry out the necessary upkeep within a reasonable time period. Should this upkeep not be carried out then the DHOA shall be entitled to do so and to recover the reasonable cost thereof from the owner or Body Corporate, which cost shall be deemed to be part of the levy due.
- 5.3. The cutting down and removal of any trees and indigenous vegetation in the Estate is prohibited unless by approval of the DHOA. Any owner or Body Corporate wishing to do so must make application to the Estate Management for permission. Failure to comply with such may result in the imposition of penalties.
- 5.4. Estate Management has the right in its sole discretion to require any owner and/or Body Corporate to remove on demand any unsuitable or inappropriate plant species, for example trees whose span will be too large for the space or which may have invasive root systems or which may otherwise endanger Property or persons or underground reticulation, and replace same where appropriate with suitable plant species.

6. **GENERAL HOUSEKEEPING RULES**

6.1. **Rubbish Recycling & Garden Refuse**

- 6.1.1. The Estate operates a rubbish recycling system. Each Unit in the Estate is supplied with 2 (two) plastic bins by the DHOA for plastic and glass waste respectively. All other waste ("wet" waste) is to be placed in the black garbage bags supplied by the DHOA.
- 6.1.2. Refuse will be collected on Monday and Thursday mornings. All bins and black bags are to be placed on the verge outside each Unit for collection before 8am on these days. Failure to do so will result in no collection of bins and bags.
- 6.1.3. All bins are to be removed from the verges on the same day of collection.
- 6.1.4. Garden refuse is collected every Thursday and all garden refuse is to be placed in the municipal approved bags and left on the verge before 9 am for collection by the Local Authority.
- 6.1.5. Residents are responsible for ensuring that bags containing wet refuse and refuse liable to degradations by monkeys are in a sealed container or bin.

6.2. **Street Address Numbers**

- 6.2.1. Standard uniform signage has been designed for the Estate and such designs may be

obtained from the Estate Offices.

- 6.2.2. All street numbers and address signage must be submitted to the Estate Office for review and approval before any installation.

6.3. Reception Devices

- 6.3.1. Any reception devices, such as TV antennae, satellite dishes and the like, are to be positioned in an inconspicuous manner and are to be clearly indicated on drawings for approval by the DARC.
- 6.3.2. No devices may be installed without approval.

6.4. Outside Lighting

- 6.4.1. In general landscape lighting is recommended and is to be indicated on the landscape proposal for scrutiny by the DARC. Plans must indicate extent of surface / areas to be lit.
- 6.4.2. Down lighting is encouraged but floodlights and up-lights should be avoided. Light pollution is prohibited.

6.5. Services

- 6.5.1. All waste and soil pipes are to be concealed within walls or ducts of units and may not be exposed to the exterior.
- 6.5.2. All solar panels are to be fitted flush with the roof of units.

6.6. Swimming Pools

- 6.6.1. At all times swimming pools are to be positioned so as not to be a nuisance to neighbours and shall be suitably fenced or secured in compliance with applicable national legislation and/or municipal by-laws in order to prevent unsupervised access by small children and animals.
- 6.6.2. All pool filters and services are to be concealed in a chamber and located at a place where it will be of no nuisance to neighbours.

6.7. Car Ports / Storage of Boats and Trailers

- 6.7.1. Carports are not allowed on the Estate unless approved by the DARC.
- 6.7.2. No caravan, trailer boat, quad bike, golf cart or other like items that is stored on or about any Property and is visible from the road or within public view will be allowed. The DHOA shall have the right to instruct the owner/resident to remove or conceal any such items, failing which the DHOA reserves the right to wheel clamp or remove offending vehicles and recover the costs from the owner/resident.
- 6.7.3. All garden sheds, staff accommodation and refuse bin areas must be linked to the body of the main building through walls.

6.8. Generators

- 6.8.1. There is a generator policy in place and all installations must be in compliance as per the policy.

- 6.8.2. Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the Estate Manager.
- 6.8.3. All applications for installation will be reviewed against the criteria of location, operating times, noise levels and nuisance factor.

6.9. Neighbours / Noise Levels

- 6.9.1. Consideration for neighbours in terms of privacy and noise levels is to be shown at all times. Municipal By-laws state that party noises and loud music are to cease by 22H00 Sunday through to Thursday, and by 12 midnight on Friday and Saturday nights. Owners and tenants must abide by all applicable noise by-laws and stipulations and should any neighbour be in contravention of any applicable noise by-laws and stipulations kindly report this to security at the Gate House so that the situation can be dealt with accordingly.
- 6.9.2. The sound volume of music, TV's, video/DVD players and/or any other such device shall be maintained at a level so as not to be a nuisance to adjoining or surrounding properties.
- 6.9.3. No loud music may be played in the open/common areas and recreation facilities of the Estate, including roads and parking areas.

7. ROAD USAGE

It is the intention of the DHOA to achieve an environment that is safe for all owners and residents. Accordingly, all owners and residents are required to drive on the Estate with the utmost care at all times. Whilst the roads within the Estate are privately owned and controlled all owners and residents and their invited guests are requested to use all the Estate roads with the same level of care and consideration for road safety and use as they would any roads outside the Estate.

7.1. Speed Limit

A speed limit of 25 (twenty five) km/h shall apply on all roads within the Estate. Failure to adhere to the speed limit will result in the imposition of a penalty. There is NO GRACE LIMIT applicable. The penalties applicable for driving in excess of the limit or driving in a manner deemed to be dangerous shall be:

- 7.1.1. A warning for a first offence;
- 7.1.2. Monetary penalties in such amounts as may be determined by the Board of Directors of the DHOA from time to time for the second and third offence; and
- 7.1.3. thereafter, any offender will be referred to the Board for appropriate disciplinary action.

7.2. Operating Restrictions for Vehicles

- 7.2.1. Only registered and licensed motor vehicles in a roadworthy condition shall be permitted to use the roads within the Estate.
- 7.2.2. No unlicensed vehicle may operate on the Estate except for golf carts that have both front and rear lights fitted.
- 7.2.3. No person shall operate any vehicle (including a golf cart) at any place within the Estate unless they are the holder of a valid driver's licence. Any person found driving a vehicle on any road in the Estate without a valid driving licence will be subject to a penalty in an

amount to be determined by the Board of Directors of the DHOA from time to time and any subsequent offence/s will attract further penalties in such amount/s to be determined by the Board of Directors from time to time.

- 7.2.4. Engine powered vehicles, cars, golf carts and motorcycles may be operated only on roads in the Estate. Common areas such as sidewalks, open lawn areas and paths are strictly “out of bounds”.
- 7.2.5. **Motorcycles, quad bikes, scooters and the like – where such vehicles are driven on the Estate by children under the age of 18 (eighteen) years, the parent/guardian of the driver shall assume full responsibility for any and all claims, penalties or actions arising from the use of such vehicles on the Estate.** Appropriate protective safety equipment, including helmets must be worn at all times on the Estate.
- 7.2.6. The use of Estate roads, whether by foot or any other form or assisted locomotion, is entirety at the risk of the users. Parents are particularly cautioned to ensure that their children act responsibly and safely on Estate roads.

7.3. Condition of Drivers

The operating or driving of any vehicle in the Estate whilst under the influence of alcohol or drugs is strictly prohibited. The DHOA reserves the right to stop any person suspected of being under the influence of alcohol or drugs whilst driving a vehicle in the Estate, and to prevent such person from driving whilst in that condition. Should a driver question such prevention, they will be invited to undergo a breathalyzer or blood test to clarify the suspension (this may involve calling upon relevant medical or traffic authorities).

7.4. Removal vehicles

No double articulated trucks and trucks longer than 10m (ten metres) in length are permitted to enter the Estate. Persons moving household furniture should be aware of this when arranging their removal and should liaise with Security when a problem is foreseen.

7.5. Parking

- 7.5.1. Parking in the Clubhouse parking area is reserved for bona fide patrons of the Clubhouse and surrounding recreation facilities and residents/hotel guests.
- 7.5.2. Parking in designated parking areas and cul-de-sacs is for temporary parking of residents and their guests. No vehicles may be parked for an extended period in these areas, except with the express permission of the DHOA.
- 7.5.3. The DHOA is under no obligation to provide parking facilities for residents. Should residents possess vehicles that they are unable to park off the street in their own Unit, they are then required to make alternative arrangements for storage off the Estate.
- 7.5.4. Residents should ensure that their vehicles and those of their guests are parked neatly off the street in their driveways. Where parking has to encroach onto the road, it should be done in such a way so as not to cause an obstruction or nuisance to neighbours. Sidewalks are the property of the DHOA and may not be used for any other purpose without the prior written consent of the DHOA.
- 7.5.5. Subject to clause 11 below parking at the Dunkirk Beach Club premises is for the sole use of owners and residents but excluding short term lessees (as defined). No guest vehicles are permitted to park inside the Dunkirk Beach Club premises.

8. RECREATION AND COMMUNITY FACILITIES

8.1. General

8.1.1. The Estate currently has the following Community and Recreation facilities:

8.1.1.1. The Estate Clubhouse – which houses the following facilities:

8.1.1.1.1. Lounge

8.1.1.1.2. Restaurant

8.1.1.1.3. Gym

8.1.1.1.4. Swimming Pool

8.1.1.1.5. Sauna & Steam Room

8.1.1.2. Tennis Court

8.1.1.3. The Forest Community Centre

8.1.1.4. Dams, Ponds and Picnic Spots

8.1.1.5. Forest Walkway, Paths and Open Spaces

The Dunkirk Beach Club is also regarded as a Community Facility. For the specific rules applicable to the Dunkirk Beach Club see clause 11 below.

8.1.2. Subject to the remaining provisions of these rules and the exclusions applicable to short term lessees (as defined) and their guests, these facilities are for the use and enjoyment of owners, residents and their guests.

8.1.3. In the spirit of good neighbourliness, owners, residents and their guests are expected to leave all facilities in a clean, tidy and good condition. Any litter is to be removed and placed in the appropriate refuse bins.

8.1.4. Units bordering on dams are private residences and the privacy and avoidance of disturbances to these Properties must be considered at all times.

8.2. Estate Clubhouse

8.2.1. The Clubhouse may only be utilised by owners, residents and their guests.

8.2.2. Use of the Clubhouse facilities is subject to the following rules and regulations:

8.2.2.1. Right of admission is reserved.

8.2.2.2. Entry and use of all facilities are at own risk.

8.2.2.3. All children under the age of 12 (twelve) years using the facilities must be accompanied and supervised by an adult at all times.

8.2.2.4. No children are to be left unattended.

8.2.2.5. The DHOA does not accept any responsibility or liability whatsoever

should the above rules not be adhered to. If the Consumer Protection Act applies for the benefit of an owner, resident, their family or guests, the exclusion of liability in this clause will not apply to any loss directly or indirectly attributable to the gross negligence of the DHOA or any person acting for or controlled by either of them.

- 8.2.2.6. Any person causing damage to, or breakage of, any facility or anything contained in the Clubhouse will be held liable for the repair thereof.
- 8.2.2.7. All furniture and fittings are to be treated with care and respect.
- 8.2.2.8. Facilities are to be left clean and neat and entry doors shall be locked on exit unless still otherwise occupied.
- 8.2.2.9. No skateboards or bicycles or the like are to be used anywhere in the Clubhouse and its facilities specifically including the passageways and timber deck.
- 8.2.2.10. No pets are allowed in the Clubhouse area including the pool and gym areas.

8.2.3. The Lounge & Restaurant

- 8.2.3.1. The Lounge and Restaurant are open for use by all owners, residents and guests as well as to the general public who have reservations at the restaurant.
- 8.2.3.2. During operational times the Lounge and Restaurant cannot be booked exclusively as other owners and residents and guests are to be allowed access during those operational times.

8.2.4. Swimming Pools

- 8.2.4.1. **The use of the swimming pools and surrounding areas is strictly at a user's own risk. If the Consumer Protection Act applies for the benefit of an owner, resident, their family or guests, the exclusion of liability in this clause will not apply to any loss directly or indirectly attributable to the gross negligence of the DHOA or any person acting for or controlled by either of them.**
- 8.2.4.2. The swimming pool is available for use between the hours of 05H00 to 21H00 during summer, and between 05H00 and 20H00 during winter.
- 8.2.4.3. The pool is equipped with a heater and will be switched on in the cooler months of the year.
- 8.2.4.4. Children under the age of 12 (twelve) years wishing to use the swimming pool must be accompanied by parents and supervised at all times.
- 8.2.4.5. No jumping off the wall into the pool is allowed. Please ensure that children do not climb on the balustrading anywhere in the pool area and surrounds. Walking on the blue tiles is also be prohibited.
- 8.2.4.6. Any lost property can be claimed from the Estate Offices.
- 8.2.4.7. Short term lessees (as defined) and their guests shall not be entitled to use the Clubhouse swimming pool or its surrounds but shall be entitled to make

use of the Forest Community Centre swimming pool and facilities.

8.2.5. Sauna & Steam Room

- 8.2.5.1. The sauna and steam room are available for use between the hours of 05H00 to 21H00 during summer, and between 05H00 and 20H00 during winter.
- 8.2.5.2. The steam room and sauna cannot be used by persons under the age of 16 unless under adult supervision and may also not be used by short term lessees (as defined) or their guests.
- 8.2.5.3. Any persons using the Sauna and Steam Room must ensure that they are switched off after use and that the doors are properly closed.

8.2.6. Gym

- 8.2.6.1. The use of the gym and gym equipment is solely for owners and residents but excluding short term lessees (as defined). Short term lessees and their guests shall not be entitled to make use of the gym at all. Guests of owners and residents are entitled to use the gym but owners and residents have preference at all times.
- 8.2.6.2. The gym may be used between the hours of 05H00 and 20H00. There will be a cleaner on duty between the hours of 07H30 and 15H30 on weekdays and the toilets and showers will be open for use from 06H00 to 20H00.
- 8.2.6.3. No persons under the age of 16 (sixteen) years are allowed to use the gym equipment unless under the supervision of an adult. Children can hurt themselves on the equipment and therefore extreme care must be taken at all times.
- 8.2.6.4. It is preferable that any user of the gym and equipment have knowledge thereof or receive instruction from another qualified person, however, written instructions will be placed on the equipment to assist you. Please read the instructions before using the equipment.
- 8.2.6.5. Only safe and responsible use of the gym equipment will be allowed and no playing on or inappropriate use of the equipment will be tolerated. Disregard hereto will mean an immediate termination of the use of the equipment by the offender and expulsion from the gym.
- 8.2.6.6. Users of the gym are not to move the standing equipment around and must at all times show due consideration for other users.
- 8.2.6.7. Appropriate clothing and footwear (no bare feet or slops) are to be worn in the gym at all times and users are to shower before use of the equipment if they have been in the sun and have used sunblock creams.
- 8.2.6.8. Gym equipment is to be toweled off for safety and hygiene purposes. Spray bottles and hand towels are provided for this purpose. Do not spray directly onto the equipment due to possible electrical shorting. Spray the hand towel first and then wipe down the equipment.
- 8.2.6.9. Noise levels are to be kept down at all times as the gym is in close proximity to places of residence, and sound does travel.

- 8.2.6.10. Each user is to ensure that the gym is locked when leaving and users must turn off the lights and airconditioning unit unless the gym is still occupied on leaving.

8.3. Tennis Court

- 8.3.1. The Tennis Court is for the exclusive use of owners, residents and their guests.
- 8.3.2. There is a booking system for use of the Tennis Court and players are required to make prior bookings in the diary through the Gate House. Phone bookings are accepted. Note: prior bookings take priority at all times.
- 8.3.3. The Tennis Court will remain locked at all times when not in use and players are to collect the key and sign for it at the Gate House. After use players must lock the court and return the key to the Gate House immediately.
- 8.3.4. The Tennis Court may only be used between the hours of 06H00 and 22H00.
- 8.3.5. The Tennis Court is equipped with floodlights that can be turned on at the power box adjacent to the Tennis Court. Players must turn the lights off immediately after use.
- 8.3.6. Appropriate clothing and footwear must be worn on the Tennis Court at all times.
- 8.3.7. The Tennis Court is for the exclusive use of tennis players and no other activities, (including skateboards, bicycles, scooters, roller skates and similar) may be conducted on the court whatsoever.

8.4. Forest Community Centre

- 8.4.1. Swimming will be allowed only between the hours of 05H30 and 20H00 each day.
- 8.4.2. An adult must continuously accompany all children under the age of 10 (ten) years whilst using the swimming pool.
- 8.4.3. No running is permitted on the built structure surrounding the pool.
- 8.4.4. Pets are not allowed at the facility.
- 8.4.5. Radios and music players may not be used around the pool.
- 8.4.6. Swimming pool furniture as well as any other furniture and equipment must not be removed from the community centre.
- 8.4.7. The swimming pool must be used in such a way as to not create a nuisance or disturbance to those residents living in close proximity thereto. No person shall use the swimming pool in a manner so as to interfere unreasonably with other persons using the same amenities.
- 8.4.8. No swimming pool cleaning equipment, pumps, piping, etc. may be used or moved by residents, and only the appointed persons (outside agents or specially authorized residents) may operate the equipment.
- 8.4.9. Surfboards, cold drink cans, glass and hard objects of any sort are totally prohibited in the swimming pool.
- 8.4.10. The facilities are for the use of residents and a limited number of their guests only.

Exclusive use is not permitted and no resident may claim right of use of part of the facilities over another resident.

- 8.4.11. The only times when it is necessary for a booking to be made for the use of the facilities is in the case of regular meetings of organized clubs/classes, such as garden, bird, art, and the like. On such occasions days and times will be set, but use will not be exclusive.
- 8.4.12. Private use of the facilities by outsiders/non-residents is not permitted.
- 8.4.13. No commercial activities may be conducted at the community centre.
- 8.4.14. As the Forest Community Centre facilities are primarily for the use of residents, they are not to be considered as venues for regular entertainment of non-resident guests, which should be done at private residences. For this reason, the number of guests allowed by all of the residents of each Property or Unit on any one occasion at the Forest Community Centre is 4 (four) persons only, including children.
- 8.4.15. A cleaning levy will be charged for organised functions.
- 8.4.16. The Forest Community centre may be used for social activities laid on by the DHOA for the benefit of residents.
- 8.4.17. Residents wishing to invite outside guests must either come in person to the DHOA and provide details of the 4 (four) outsiders being invited, or email the details (names, vehicle registration numbers) to the DHOA. Access may not be arranged at the gates. If a guest name is not on the list (which may not exceed 4 (four) for all of the residents of each Property or Unit) access will be denied.
- 8.4.18. No sound systems or speakers may be used at the Forest Community Centre unless authorized by the DHOA.
- 8.4.19. It is the duty of whoever uses the facilities to clear away all rubbish, stack away the cushions and chairs, and leave the place in a clean and tidy condition.
- 8.4.20. Any damage to the facilities is to be reported to the DHOA Management and, if any such damage is due to the actions of a resident or their guests, all repairs will be for the account of such resident and/or the applicable owner. Any additional cleaning required will also be for the account of the relevant resident and/or applicable owner responsible.
- 8.4.21. The DHOA Management reserves the right to stop any function should it be considered that any of the rules are being breached in such a way as to cause a disturbance to other Estate residents, or complaints are received from other residents.
- 8.4.22. All facilities are DAY TIME facilities only. Owners need to vacate the Forest Community Centre by 20H00.

8.5. Dams and Picnic Spots

- 8.5.1. Dams and ponds that are part of the Estate have certain areas of common property around them that are accessible to residents. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto these dams/ponds.
- 8.5.2. No watersports or such activities, (in particular boating or swimming) are permitted on or in the vicinity of the dams and ponds with the exception of fishing.

- 8.5.3. Fishing is allowed in the Weaver's Nest dam only. The following rules apply to fishing:
- 8.5.3.1. A maximum of 2 (two) rods per person/Property (including guests);
 - 8.5.3.2. Guests may only fish with an owner or resident present;
 - 8.5.3.3. Only 1 (one) hook per rod of suitable size is allowed;
 - 8.5.3.4. No nets are permitted;
 - 8.5.3.5. Fishing is strictly on a catch and release basis and fish must be returned to the water as soon as possible after being caught;
 - 8.5.3.6. Fish may not be transferred to any other dam on the Estate;
 - 8.5.3.7. People fishing must at all times be aware of and respect the birds and waterfowl;
 - 8.5.3.8. Fishing line may not be discarded at the dam / surrounding area; and
 - 8.5.3.9. Any children under the age of 12 (twelve) years and fishing are to be supervised at all times. All parents have a duty to ensure that junior anglers are informed about the rules and fish in a responsible manner.
- 8.5.4. Picnicking is only permitted on common property that has been specifically identified and demarcated by the DHOA for such use. The common property around the Weaver's Nest Dam and below the Tennis Court are currently the only areas where picnicking is permitted on the Estate. No picnicking is allowed at the Forest Lane dam or anywhere else save for such areas that have been identified and demarcated by the DHOA for such use.

8.6. Forest Walkway, Paths and Open Spaces

The Estate has numerous open spaces with paths for walking, jogging and cycling as well as a Forest Walkway boardwalk for the enjoyment and pleasure of owners and residents.

The paths are cut regularly and users are asked to please take due care of the environment whilst on the paths and Forest Walkway. Fauna of any nature may not be chased, trapped or harmed in any manner.

8.7. General

- 8.7.1. Playgrounds and Jungle Gyms – The Estate has a Jungle Gym situated in the Open Space below the Tennis Court for the use of owners and residents. **Use of the Jungle Gym is strictly at own risk and parents are asked to ensure that children are supervised at all times. If the Consumer Protection Act applies for the benefit of an owner, resident, their family or guests, the exclusion of liability in this clause will not apply to any loss directly or indirectly attributable to the gross negligence of the DHOA or any person acting for or controlled by either of them.**
- 8.7.2. Camping – Camping is not permitted anywhere within the Estate.
- 8.7.3. Firearms - Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited, save in self-defence, or where authorized in special circumstances by the Estate Manager.
- 8.7.4. Fireworks - Fireworks of any form are strictly prohibited at ALL times. A penalty

according to the schedule of penalties as updated from time to time, will apply.

- 8.7.5. Pamphlets and Notices - It is expressly forbidden to stick pamphlets and personal notices at the entrance gates, or anywhere else on the Estate's common property, except for the notice boards located at the Clubhouse and then only with prior permission from the DHOA. No pamphlet(s) may be distributed within the Estate without prior permission from the DHOA. No door-to-door sales, canvassing or fund raising may be conducted within the Estate without prior permission from the DHOA.
- 8.7.6. Vandalism - The DHOA has a zero-tolerance approach to vandalism (damage) of Estate property. The following action will be taken against the perpetrators of any such acts:
- 8.7.6.1. Any damage to Estate property will attract a penalty in an amount to be determined by the Board of Directors of the DHOA from time to time.
 - 8.7.6.2. The SAPS will be called and a case of damage to property will be opened.
 - 8.7.6.3. All damages will be restored at the perpetrator or his/her lawful guardian's expense.
 - 8.7.6.4. The perpetrators will be named in the Estate newsletter.
 - 8.7.6.5. Should damage be caused to the property of an Owner within the Estate the DHOA will provide the Owner with all the information at its disposal with regards to such damage and any legal action will then be at the discretion of the Owner.
- 8.7.7. Noise - No unreasonable noise shall be created before 06H30 Mondays to Fridays and before 08H00 Saturdays and Sundays. No noise shall be created after 22H00 Sundays to Thursdays and after 24H00 Fridays and Saturdays.
- 8.7.8. The sound volume of music, TV's, Video/DVD players and/or other instruments or devices shall be maintained at a level so as not to be a nuisance to adjoining or surrounding property owners or residents.
- 8.7.9. No loud music may be played on any of the common areas of the Estate, including all of the roads as well as any accompanying parking areas, the Clubhouse, Forest Community Centre, Swimming Pool and environments, the Restaurant and its surrounding common areas.

9. **PETS**

- 9.1. Only owners may keep pets. Lessees wishing to keep pets or any other animals must obtain the prior written approval from their landlord. Lessees who are short term lessees as defined shall not be permitted to bring any animals on to the Estate.
- 9.2. Lessees are obliged to lodge such approval letter and register their pets at the DHOA office on occupation. Lessees must also sign a declaration confirming their acceptance of the pet rules and their undertaking to abide thereto.
- 9.3. The Kwadukuza Municipal by-laws relating to pets must be complied with at all times (i.e. licensing/numbers/rabies inoculations etc).
- 9.4. Prior to bringing a pet on to the Estate, and when a pet is replaced, written permission must first be obtained from the DHOA. This permission will not be unreasonably withheld provided there is compliance with the following rules:

- 9.4.1. No more than 2 (two) dogs or 2 (two) cats will be permitted per Property or Unit on the Estate.
- 9.4.2. Each dog and cat must at all times wear a collar. All dog and cat collars are to have a name tag indicating the responsible owner's name and contact details. All cat collars are to have a bell attached thereto.
- 9.4.3. Caged birds will be allowed on the Estate subject to a maximum of 2 (two) birds per cage and a maximum of 2 (two) cages per household. Aviaries are not permitted.
- 9.4.4. Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on the Estate.
- 9.4.5. Dogs must be kept in an adequate contained area within the resident's Property or Unit and, when outside the resident's Property or Unit, must at all times be on a leash under the control of a responsible and capable person.
- 9.4.6. Fouling by dogs on common areas, verges, green belt areas or other properties on the Estate must be flagged immediately by the responsible dog owner. For this purpose, dog owners are required to carry indicator flags obtainable from the Estate office.
- 9.4.7. Any resident seen to be disregarding this policy, will incur a fine of R200.00 (two hundred rand) for each incident.
- 9.5. It is the responsibility of the resident to ensure that pets are not a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking and the like. No pet may be left alone on a Property or Unit or inside a home for an extended period, of more than 8 (eight) hours.
- 9.6. Pets may not be left overnight unattended in a residence, and suitable arrangements for engaging a friend or house sitter must be made, or the pets must be taken to an off-site kennel.
- 9.7. **The owner of a pet found to have been responsible for injuring or threatening any people, other pets or wildlife on the estate will be held accountable for any costs or claims arising therefrom and will be obliged to remove such pet from the estate immediately.**
- 9.8. The DHOA reserves the right to ban any breed of dog in the best interests of Estate and/or the safety of its residents or any other animals on the Estate.
- 9.9. **As soon as a resident has been notified that their pet/s are a source of nuisance / disturbance / annoyance, the situation must be corrected immediately. Any further incidents related to this will result in a fine in an amount within the discretion of the Board, with an escalation of R200.00 (two hundred rand) per reported incident for up to two incidents, and thereafter the offending pet must be removed from the Estate.**
- 9.10. **Cat owners must ensure that their cats do not roam and enter other resident's premises or mark their territory by spraying on their property. If this occurs, clause 9.9.9 will apply against the offending cat's owner.**
- 9.11. **Any dog found outside of its owner's Property or Unit and not on a leash and without a collar and name tag, will be taken to security, and may be taken to the SPCA if the owner is not identified. A fine in an amount within the discretion of the Board will be payable by the owner including any SPCA costs. Any subsequent offences will attract fines in R200.00 (two hundred rand) increments.**

- 9.12. **If any dog with a collar and name tag is found out of its owner's Property or Unit and is not on a leash, a fine in an amount within the discretion of the Board will be levied against the owner. Any subsequent offences of the same nature will attract fines in R200.00 (two hundred rand) increments.**
- 9.13. **Any cat caught outside of its owner's Property or Unit and wearing a collar will be returned to the owner with a warning for the first offence, a fine for the second and third offence and will be taken to the SPCA if caught for a fourth time. Any cat caught outside of its owners property without a collar will immediately be taken to the SPCA.**
- 9.14. No pets are allowed unattended on the common areas of the Estate.
- 9.15. Sectional Title Developments (Bodies Corporates) may, in their own rules, regulate the keeping of any pets within their Body Corporate area. Any such Bodies Corporates' rules shall be subject to these pet rules. In the event of any conflict between the Bodies Corporates' rules and these pet rules, the provisions of these pet rules shall prevail.

10. LETTING OF HOMES (GENERAL)

- 10.1. Only letting agents approved by the DHOA may be utilised by owners;
- 10.2. All leases shall be in writing and on terms and conditions approved by the DHOA;
- 10.3. All leases shall include the following terms and conditions in favour of the DHOA:
- 10.3.1. the prospective tenant shall as a stipulatio alteri in favour of the DHOA be at all times bound by the terms and conditions of these rules, and the MOI and any amendments thereto;
- 10.3.2. the lease shall be suspensively conditional upon the DHOA's prior written consent to conclude the lease being obtained;
- 10.4. No owner shall part with occupation of any Property or Unit unless, prior to doing so, the owner submits to the DHOA the lease agreement together with any other information in respect thereof which might be required by the DHOA and has obtained the written consent of the DHOA to conclude such lease agreement;
- 10.5. The DHOA shall be entitled to withhold any consent required under clause 10.4 above if an owner neglects or refuses to furnish the DHOA with a copy of the duly signed lease agreement and all relevant supporting documentation required by the DHOA;
- 10.6. Should any lessee of any owner fail to perform any obligation incumbent upon him or otherwise breach any of the terms and conditions of the MOI or the rules the DHOA shall be entitled to do all such things and incur such expenditure as may in the opinion of the Board be necessary and/or requisite to procure such compliance and the costs so incurred and any penalties imposed by the DHOA shall be a debt due by the owner concerned who hereby indemnifies the DHOA and holds the DHOA harmless in respect of all such costs and penalties and in respect of all claims of whatsoever nature and howsoever arising by any of their lessees or any persons occupying or entering the Estate through or at the instance of any lessee;
- 10.7. The maximum occupancy that may be permitted in terms of any lease shall be 2 (two) persons per bedroom indicated on the approved plans for any Property or Unit;
- 10.8. No owner shall be entitled to let out or otherwise part with possession of any Property or Unit for any period or duration less than 5 (five) consecutive days;

10.9. **RULES APPLICABLE TO SHORT TERM LETTING:**

For purposes hereof “short term letting” shall be defined as any owner letting out or parting with occupation of any Property or Unit for any period which alone or cumulatively is for 5 (five) to 60 (sixty) days in any 12 (twelve) month period and “short term lease” and “short term lessee” shall have a corresponding meaning.

- 10.9.1. For the sake of clarity it is recorded that no owner shall be entitled to let out or otherwise part with occupation of any Property or Unit in terms of short term leases or otherwise engage in short term letting of any Property or Unit which in total exceeds 60 (sixty) days in any twelve month period following the date of registration provided for in clause 10.9.2 below;
- 10.9.2. The DHOA, or an agent duly appointed by it who shall report directly to the Estate Manager, shall administer all short term letting on the Estate and no owners may engage in short term letting unless they have registered with the DHOA for short term letting activities and furnished the DHOA with such information and paid such fees as may reasonably be required by the DHOA from time to time to administer the short term letting process;
- 10.9.3. All owners and approved estate agents who engage in short term letting will be placed on a central database maintained by the DHOA and consent to relevant information on the central database being made available by the DHOA to other owners on the Estate and agree that they will only be removed from the database when they advise the DHOA in writing that they are no longer engaging in short term letting on the Estate;
- 10.9.4. All owners and approved estate agents where applicable shall be responsible for ensuring that at all times prospective tenants, lessees and all persons occupying any Property or Unit in terms of a short term lease are aware of the terms and conditions of the MOI and rules and their obligation to comply therewith at all times;
- 10.9.5. Owners shall be required to pay a prescribed fee and prescribed security deposit to the DHOA in respect of each short term lease prior to any approval being granted by the DHOA for the short term lease or for any access to the Estate being granted to any short term lessee or the guest or invitee of any short term lessee. The prescribed fees and deposits shall be determined by the Board on an annual basis and shall be sufficient to meet the costs involved in the administration of all short term letting on the Estate. In determining the allocation of the costs, the Board shall be entitled to draw a distinction between the length of each short term lease, the number of persons who will occupy the Property or Unit and the size of the Property or Unit which is being leased by an owner in each instance. The DHOA is authorised to apply the security deposit towards any amounts due by an owner in respect of fees, damages, penalties or other amounts payable by an owner to the DHOA without prejudice to any other rights which the DHOA may have in law and shall also be entitled to require an owner to reinstate the deposit from time to time to make up any shortfall in the deposit remaining after any of the aforesaid deductions;
- 10.9.6. All short term lessees shall be obliged to undergo the DHOA prescribed orientation and to furnish the DHOA with such documentation and particulars as may be required by the DHOA prior to them being granted access to occupy any Property or Unit on the Estate;
- 10.9.7. All rights of access to the Estate shall only endure for the term of the short term lease and all rights of access including all relevant entry/exit cards that may be issued shall expire and shall be automatically terminated by the DHOA on expiry of the term of the short term lease. Short term lessees may only admit visitors to the Estate subject to

strict compliance with the Visitor Protocol and subject to prior arrangements having been made during office hours with the Estate Manager or his appointed representative for that purpose and any visitors granted access accordingly are obliged to exit the Estate by no later than midnight on the date that they enter the Estate and whilst on the Estate shall be bound to the same extent as any short term lessee to comply with the MOI and the rules;

- 10.9.8. All short term lessees shall be obliged to park all vehicles within the confines of the relevant Property or Unit which is leased and may not utilise the road verges or any other portions of the common areas of the Estate for parking purposes. Short term lessees may not use the beach club parking areas at any time;
- 10.9.9. Short term lessees shall be entitled to use Estate common areas including the Forest Community Centre swimming pool and facilities but specifically excluding the Clubhouse swimming pool, gym, sauna and steam room and the Dunkirk Beach Club which are out of bounds to short term lessees and their guests for the duration of any short term lease and any short term lessees or their guests utilising the Clubhouse swimming pool, gym, sauna and steam room and the Dunkirk Beach Club in breach of this rule shall, without prejudice to any other rights or remedies available to the DHOA, incur a penalty which shall be payable by the relevant owner within the time specified in the contravention notice to the extent that any security deposit held by the DHOA is insufficient to cover any penalty;
- 10.9.10. All owners engaging in short term letting shall ensure that they have at all times sufficient homeowners and household insurance, including public liability insurance, in place to the reasonable satisfaction of the DHOA for each Property or Unit which is leased and shall submit acceptable proof of same to the DHOA as and when required from time to time;
- 10.9.11. The provisions of clauses 10.8 to 10.9.10 shall not apply to the 18 (eighteen) apartments which constitute the original Dunkirk All Suite Hotel complex envisaged in the original Dunkirk development approval, currently included in and known as the Dash Apartments, which nevertheless still remain bound by the remaining provisions of these rules and the MOI, including the Estates security protocols applicable from time to time;
- 10.9.12. No short term lessees shall be entitled to bring any pets or other animals into the Estate.

11. DUNKIRK BEACH CLUB

The rules applicable to the Dunkirk Beach Club are set out in the Annexure hereto marked "DBC".

12. OWNERS RESPONSIBILITY

- 12.1. The owner of each Property is responsible for ensuring compliance with the MOI and these rules by his or her family, tenants, visitors, invitees, employees, contractors, sub-contractors, delivery persons and the like.
- 12.2. The owner shall be responsible for payment of any penalties levied against such persons by the DHOA, and shall be prevented from denying responsibility for any non-compliance of these rules by the aforesaid persons

13. LIMITATIONS OF DHOA LIABILITY

- 13.1. **Subject to clause 13.3 below, the DHOA, its directors, employees, servants or agents**

shall not be responsible to the owner or to any family member, resident, tenant, employee, servant, agent, customer, visitor or invitee of the owner or any other person claiming through the owner for any accident, injury (including death), damage or loss caused by or through or while using any of the roads or common property in the Estate and the facilities on or under the control of the DHOA including, but not limited to the lakes and dams and other water features, the Estate swimming pool facilities, the Dunkirk Beach Club, the Clubhouse and Forest Community Centre, the Tennis Courts, the Gym and playground, howsoever arising.

- 13.2. Subject to clause 13.3 below, all persons acknowledge that all roads, common property and facilities will be used at their sole risk and they indemnify the DHOA and its directors, employees, officers and agents against any claim in respect of any of the foregoing.
- 13.3. If the Consumer Protection Act 68 of 2008 (CPA) applies for the benefit of any of the persons described in clause 13.1 above, the exclusion of liability in this clause will not apply to any loss which is directly or indirectly attributable to the gross negligence of DHOA or any person acting for or controlled by either of them.

14. AMENDMENTS TO THE RULES

- 14.1. Subject to compliance with the MOI the Directors are entitled from time to time to amend, add to, or delete items from the rules in whatever manner they may deem necessary in order to protect the interests of the DHOA.
- 14.2. The Directors may amend these rules without incurring any liability to any person.
- 14.3. The DHOA shall communicate any changes to these rules to owners by way of notice to all members within a reasonable time and any changes to these rules will take effect on the date specified in the notice.

15. REQUESTS AND COMPLAINTS

In order to offer owners an efficient and effective method to handle requests for action within the Estate, as well as to deal with any complaints, the DHOA requires the following procedure to be adhered to:

15.1. Requests

- 15.1.1. Any request by an owner must be in writing, completed, with as much detail as possible, and delivered to the Estate Office, for the attention of the Estate Manager. This may be per email, fax, or hand delivered.
- 15.1.2. The request will be logged in the appropriate register at the Estate Office and assigned a reference number.
- 15.1.3. The DHOA is committed to acknowledging receipt of the request within 3 working days of receipt.
- 15.1.4. The DHOA further commits itself to respond to the matter and to provide the lodgees with feedback within 7 working days of receipt or such extended period as may be required in appropriate circumstances.
- 15.1.5. Owners are assured of the DHOA's commitment to administer the Estate as efficiently as possible, and that ALL requests raised will be considered and where possible, handled to the satisfaction of the owner.
- 15.1.6. Information regarding the requested action, the notes and details of action taken, will be

kept on file in the Estate Office for reference purposes.

15.2. Complaints

- 15.2.1. All complaints must be in writing and submitted by hand, electronically or via Fax, marked for the attention of the Estate Manager.
- 15.2.2. Complaints received will be recorded in the appropriate register where after they will be referred to the Estate Manager for the appropriate investigation and action.
- 15.2.3. The DHOA commits itself to acknowledging receipt of any written complaint within 3 (three) working days of receipt thereof.
- 15.2.4. Complaints will only be dealt with if residents furnish their names, addresses and telephone numbers on the written complaint.
- 15.2.5. The DHOA is committed to responding to the complaint within 7 (seven) working days of receipt or such extended period as may be required in appropriate circumstances.
- 15.2.6. The DHOA will address a formal letter to the resident against whom a complaint has been lodged, advising them that an official complaint has been received and attaching a copy of the complaint received. Such letter will invite the resident to submit written comment to the Estate Manager for consideration within 3 (three) working days of receipt of the letter.
- 15.2.7. The DHOA will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or such further instructions or action which in the opinion of the DHOA it considers appropriate.
- 15.2.8. Such ruling will then be communicated to the resident in writing with a copy to the complainant.
- 15.2.9. Information regarding the complaint, action taken and notes describing the manner in which the matter was resolved will be kept on file in the Estate Office.
- 15.2.10. The DHOA is not prevented from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint.
- 15.2.11. If a resident is dissatisfied with a ruling, they may lodge an objection with the Estate Manager. Such objection must be in writing and lodged within 3 (three) working days of receipt of the ruling referred to in clause 15.2.7 above.
- 15.2.12. A Disciplinary Committee shall be constituted by the Board on an annual basis and shall comprise at least 1 (one) member of the Board of the DHOA and 1 (one) other member appointed by the Board.
- 15.2.13. The Disciplinary Committee shall consider all objections or appeals lodged within 7 (seven) working days of receipt of such notification, together with details of any mitigating circumstances.
- 15.2.14. The ruling passed by the Disciplinary Committee shall be communicated to the residents concerned in writing. Such decision shall then be final and binding on the residents concerned and no further correspondence will be entered into.

16. **PENALTIES**

- 16.1. The DHOA is entitled to impose a financial penalty on an owner or Lessee for non-compliance with, or breach of, any of the MOI or these rules, including breaches by guests or invitees.
- 16.2. The amount of the penalty shall be at the discretion of the Board of Directors of the DHOA, but subject to the maximum per the current Schedule of Penalties approved at the most recent AGM. Exceptions to this may be permissible for contraventions not covered by the existing schedule.
- 16.3. The recipient of the penalty shall be entitled to receive written notification of the offence and the amount of the penalty.
- 16.4. The recipient is entitled to lodge a written objection to or an appeal against the penalty with details of any mitigating circumstances. Such objection shall be received at the Estate Management Offices within 3 (three) working days of receipt of notice of the penalty. If no such objection or appeal is lodged, within the aforesaid 3 (three) days, then the penalty becomes final and binding on the recipient.
- 16.5. A Disciplinary Committee constituted by the Board of Directors of the DHOA shall be required to consider the objection or appeal and give a decision as to whether or not the penalty stands or should be amended. Such decision shall then be final and binding on the recipient.
- 16.6. The penalty shall be paid within 21 (twenty one) working days of the appeal decision or the initial notification in the absence of any appeal. Any penalty imposed on an owner or lessee, shall constitute a debt due and payable to the DHOA by the owner or lessee.

17. **GENERAL INFORMATION**

The DHOA is administered via a Board of Directors elected annually at the AGM. The Board has the power to appoint sub-committees on a permanent or ad-hoc basis. These sub-committees have in some cases delegated authority, i.e. Architectural Review Committee and the Disciplinary/Dispute Resolution Committee and in other cases only advisory roles i.e the environmental, engineering and finance committee.

The Estate Office is situated at the entrance to the Estate just past the Gate House.

Ryan Streit is the Estate Manager of the Estate. Carolyn Ten-Bokum deals with all general administrative matters and accounts queries. Bernie Munks manages all matters to do with the Estate and Beach Clubhouses.

Contact details are as follows:

Office telephone number:	032-525 4404
Office fax number:	032-525 4403
Email:	admin@dunkirkestate.co.za
Website:	www.dunkirkestate.co.za

Ryan Streit (cell number): 082 958 6273 email: ryan@dunkirkestate.co.za

Carolyn Ten-Bokum (office number): 032 525 4404 email: carolyn@dunkirkestate.co.za

Bernie Munks (cell number): 072 588 9571 email: bernie@dunkirkestate.co.za



Dunkirk Beach Club Rules

NOTE THE EXCLUSIONS OF LIABILITY, WAIVERS AND INDEMNITIES IN CLAUSE 8

1. Definitions and Interpretation

- 1.1. "Access Card" means a Beach Club identification card issued by the Estate's administration office to Beach Club Members as per the Rules.
- 1.2. "Beach Club" means the beach club and facilities on Portion 297 of the Farm Salt Rock No. 1521, situated at 1 Hotel Road, Salt Rock, and which is owned by the HOA.
- 1.3. "Beach Club Members" means any persons holding a legitimate Access Card to the Beach Club.
- 1.4. "Estate" means the Dunkirk Estate which includes all the amenities built or to be built on the property, as well as the Beach Club and its amenities and which is administered by the DHOA.
- 1.5. "Estate Rules" means the rules of the Estate in force and amended by the directors of the DHOA from time to time.
- 1.6. "DHOA" means the Dunkirk Estate Homeowner's Association NPC Registration Number 2004/028222/08, referred to as the Dunkirk Estate Homeowner's Association.
- 1.7. "Member" means a member of the DHOA as per the Memorandum of Incorporation of the DHOA.
- 1.8. "Rules" shall mean the Beach Club rules in force and amended by the directors of the DHOA from time to time.

2. Membership of the Beach Club

- 2.1. The Beach Club and its facilities are for the sole use of the Members, subject to the remaining provisions of this clause 2.
- 2.2. Each Member shall be entitled to Access Cards for the number of residents living in a household on the Estate plus two, subject to a maximum of six Access Cards per household.
- 2.3. Access Cards may be used by the Beach Club Member, or guests of the Beach Club Member, provided the Beach Club Member is present with the guests.
- 2.4. In the event of a Beach Club Member leasing his property on the Estate to a tenant (who is not a short term lessee), the Beach Club Member must elect to either retain his Beach Club membership rights to use the Beach Club for himself and his family, or cede such rights to his tenant for the duration of the lease period provided that no short term lessees shall be entitled to Beach Club membership or access.
- 2.5. If the Beach Club Member elects to cede his Beach Club membership rights to the tenant, he will not receive any Access Cards and may not use the Beach Club unless as a guest of another Beach Club Member or his tenant.
- 2.6. Any tenant who has accepted cession of the Beach Club membership rights by a Beach Club Member, will receive the number of Access Cards provided for in clause 2.2 above.

- 2.7. Any Beach Club Member may take guests to the Beach Club, which guests must carry Access Cards, must accompany the Beach Club Member at all times and may only be present at the Beach Club while the Beach Club Member is so present.
- 2.8. All Beach Club Members must obtain their allotted amount of Access Cards from the Estate Administration Offices and must carry their Access Cards with them at all times whilst at the Beach Club. Beach Club Members and guests are obligated to present such Access Cards at the request of the Clubhouse Manager or Security Staff for identification purposes.
- 2.9. Beach Club Members are responsible for their guests and must ensure that all guests abide by the Estate Rules and these Rules at all times and behave in a good, orderly and proper manner.
- 2.10. Beach Club Members or their respective tenants will not be entitled to access to the Beach Club if their levy/DHOA account is in arrears.

3. Children

- 3.1. Children are welcome at the Beach Club but must be accompanied by, and be under the supervision and firm control of an adult Beach Club Member at all times while at the Beach Club.
- 3.2. The Beach Club, including the entire wooden deck area is primarily for the enjoyment of adults.
- 3.3. Beach Club Members and their guests are requested to please respect other Beach Club Members' privacy and must ensure that children's behaviour is not rowdy or offensive to other patrons using the Beach Club. Beach Club Members expect the Beach Club to be a place to relax without having the annoyance of unruly children.
- 3.4. No ball games, use of bicycles, skateboards other wheeled vehicles, toys and the like are allowed in any part of the Beach Club or wooden deck area.
- 3.5. No climbing of trees in the Beach Club grounds is permitted.
- 3.6. Young children must be closely supervised at all times.

4. Access to the Beach Club and Management

- 4.1. The Beach Club shall be open from 07H00 in Summer (08H00 in Winter) and closed at 19H00 each day. Beach Club Members may make use of the premises outside of these times but will not have access to the Beach Club clubhouse and facilities. Access will be limited to the change rooms and toilets.
- 4.2. The DHOA has appointed a permanent Beach Club Manager (Bernie Munks 072 588 9571) who will be responsible for managing all the daily affairs of the Beach Club, including access and security. The Manager will have the authority to control and deny any access to the Beach Club in accordance with these Rules.
- 4.3. The Beach Club will have a security guard stationed on the premises 24 hours a day under the control and supervision of the Beach Club Manager.
- 4.4. The Administration Office for the Beach Club is the Dunkirk Estate Offices, situated at the Estate and office hours are from 08H00 to 16H00, Monday to Friday.

5. Use of the Beach Club

- 5.1. Use of the Beach Club is principally for Members and their family and all Beach Club Members and guests must bear this in mind when utilizing the Beach Club.
- 5.2. Exclusive use of the Beach Club by any Beach Club Member is not permitted and membership of the Beach Club shall not give a Member any proprietary right, interest, claim or demand in, or to, any of the property of the Beach Club, but shall confer the rights and privileges to utilize the Beach Club and its facilities in accordance with these Rules.
- 5.3. No member may claim any right of use over any part of the Beach Club whatsoever.

- 5.4. Parking inside the Beach Club premises is for the sole use of Beach Club Member's vehicles. No guest vehicles are permitted to park inside the Beach Club premises.
- 5.5. Private use or hire of the Beach Club by outsiders is not permitted and no commercial activities may be conducted at the Beach Club.
- 5.6. As a direct result of the 2014 AGM (and a decision made by the homeowners), the Beach Club clubhouse can only be hired by Estate Owners although it cannot be hired for exclusive use.
- 5.7. The Upper deck area may be hired for the following costs:
R8 000 (On a Friday/Saturday or Sunday)
R4000 (Monday – Thursday)
Dates of the function must be agreed upon with the directors so that notice is circulated to the homeowners informing them of the fact that the Upper deck is not available on a particular date.
The Upper deck is not available for hire during holiday seasons or long weekends (governed by the KZN school holidays) and not between 15th December and 15th January. The number of people allowed must also be negotiated, however NO more than 80 pax. An indemnity must be signed by the Owner for the use of the Upper deck for the agreed date and time while any persons (other than Dunkirk Owners) are on the premises of the Beach Club.
- 5.8. As the Beach Club is primarily for the use of Members/tenants, it is not to be considered as a venue for regular entertainment of guests which should be done at private residences on the Estate.
- 5.9. The Beach Club may be used for social activities by the DHOA, provided such use is for the benefit of the Members.
- 5.10. No sound systems or speakers may be used at the Beach Club unless authorized by the DHOA.
- 5.11. Under no circumstances may any furniture, fixtures, fittings or equipment be removed from the Beach Club at any time by Beach Club Members or guests.
- 5.12. It is the duty of all Beach Club Members who use the Beach Club to clear away all rubbish, stack away the cushions and chairs, and to leave the Beach Club in a clean and tidy condition.
- 5.13. Any damage or breakages caused to the Beach Club, the clubhouse or its facilities, furniture, fixtures and fittings is to be immediately reported to the Beach Club Manager. If any such damage is caused through the actions of a Beach Club Member or guest, then any replacement or repairs to rectify same will be for the account of such Member. Any additional cleaning that may be required will also be for the account of the Member.
- 5.14. The DHOA reserves the right to stop any activities at the Beach Club should it be considered that any of the Rules are being breached or any disturbance is caused to neighbours.

6. General

- 6.1. No unlawful gambling will be permitted at the Beach Club.
- 6.2. No dogs or other pets are permitted in the Beach Club premises. Dogs may be walked on the beach with access through the Beach Club premises, provided such dogs are on a leash at all times and under the control of the Beach Club Member whilst passing through the Beach Club premises. The Beach Club Member shall at all times be responsible for the removal and cleaning up of any pet faeces deposited in the Beach Club and shall comply with the Dunkirk rules relating to pets in this regard.
- 6.3. The Directors of the DHOA reserve the right to amend and alter the Rules of the Beach Club from time to time as and when necessary on reasonable notice to the Beach Club Members.

7. Discipline

- 7.1. These Rules are published in accordance with the terms of the Memorandum of Incorporation of the DHOA. These Rules are to be strictly observed by Members, Beach Club Members, tenants, their families and guests for the benefit of all.
- 7.2. All Beach Club Members shall adhere strictly to the Rules and should any Member, Beach Club Member, tenant or their families or guests commit any breach thereof, the Member shall be liable to a reasonable fine in such amounts as may be determined by the DHOA from time to time.
- 7.3. No Beach Club Member shall introduce any person whose presence may be prejudicial to the Beach Club. No unruly behaviour or ungentlemanly conduct or conduct prejudicial to the character, interest or reputation of the Beach Club will be tolerated and the right of admission to the Beach Club is reserved.
- 7.4. Beach Club Members shall at all times abide by any reasonable instruction given by the Beach Club Manager or security staff. The Beach Club Manager's decision in the event of any dispute shall be final and binding upon Beach Club Members and their guests and the Beach Club Manager has the right to remove any persons from the Beach Club for misconduct. Failure to follow such instruction may result in a fine or suspension of membership.

8. Exclusions of Liability, Waiver and Indemnity

8.1. Members, Tenants, Beach Club Members and their families and guests:

- i) **acknowledge and agree that they enter the Beach Club and utilise the Beach Club facilities entirely at their own risk and that the DHOA, the Beach Club and their officers, employees and representatives will not be liable under any circumstances whatsoever for any injury to person or any loss or damage to any property that may occur as a consequence of any person entering upon the Beach Club premises or using the Beach Club facilities ("the excluded losses");**
- ii) **without limiting the above, waive any and all claims against the DHOA, the Beach Club and their officers, employees and representatives for any excluded losses. *this means i agree not to sue and abandon my rights to sue these persons for the excluded losses; and***
- iii) **indemnify the DHOA, the Beach Club and their officers, employees and representatives against any claim that may be made against any of them arising from or in connection with any excluded loss.**

- 8.2. **If the Consumer Protection Act 68 of 2008 (CPA) applies for the benefit of a Beach Club Member or their families or guests, the exclusion of liability, waiver and indemnity in clause 8.1 above will not apply to any loss of the Beach Club Member or their families or guests which is directly or indirectly attributable to the gross negligence of the DHOA or the Beach Club or any person acting for or controlled by either of them.**