



ESTATE RULES

**MADE IN TERMS OF THE MEMORANDUM OF
INCORPORATION**

OF THE

HARBOUR ISLAND MASTER HOMEOWNERS ASSOCIATION NPC

(Reg.No.1993/001682/08)

Agreed to on 20 November 2019, and compiled jointly by the HARBOUR ISLAND MASTER HOMEOWNERS ASSOCIATION NPC, the HARBOUR ISLAND MOORING OWNERS ASSOCIATION NPC, all BODIES CORPORATE and HOMEOWNERS ASSOCIATIONS pertaining to the various structures and developments existing within the demarcated boundaries known as HARBOUR ISLAND, and accordingly attested to by the signatories as appended below.

These Rules are subordinate to, but are to be read in conjunction with the Memorandum of Incorporation of HIMHOA, as well as with the Sectional Title Act of 1986 (as amended) and Sectional Titles Scheme Management Act of 2011 (as amended) insofar as these are applicable.

These Rules replace all previously issued information guides and House Rules issued by HIMHOA and takes precedence over all other Rules issued and enforced by the various Bodies Corporate and Homeowners Associations pertaining to the various structures and developments existing within the demarcated boundaries known as HARBOUR ISLAND.

TABLE OF CONTENTS

Clause Number and Description	Page
1. INTERPRETATION	3
2. INTRODUCTION	4
3. SECURITY	4
4. CONTRACTORS / DELIVERIES	5
5. EMPLOYEES AND LABOURERS	5
6. AESTHETICS	6
7. PETS	7
8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY, EXTERIORS OF DWELLINGS AND SECTIONAL TITLE SCHEMES	8
9. LANDSCAPING AND BOREHOLES	9
10. TENANTS	9
11. LITTERING	10
12. MOTOR VEHICLES, USE OF DRIVEWAYS, ROADS, PARKING AREAS, BOARDWALKS AND PASSAGES	10
13. NOISE	11
14. REFUSE DISPOSAL	12
15. COMMERCIAL ACTIVITIES	12
16. STORAGES OF GOODS OR INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS	13
17. LAUNDRY	13
18. SWIMMING POOLS IN SECTIONAL TITLE SCHEMES	13
19. OVERCROWDING	13
20. CHILDREN USING COMMON PROPERTY	14
21. NEW BUILDINGS, STRUCTURES AND ALTERATIONS TO BUILDINGS	14
22. LETTING, RESALE, AUCTION OF PROPERTIES	14
23. WATERWAYS	16
24. MOORINGS, BOATS, JET SKIS AND CRAFT	17
25. WATERWAYS – GENERAL RULES	16
26. CHARTER VESSELS	19
27. FINES AND PENALTIES	19
28. EFFECTIVE DATE AND PRIOR INFRINGEMENTS	20
29. INDEMNITIES	20

SCHEDULE A – FINES AND PENALTIES

ANNEXURE A – DEVELOPMENT PLAN

1. INTERPRETATION

In these Rules, unless inconsistent with or otherwise indicated by the context:

- 1.1 “Archcom” means the committee appointed by HIMHOA to set architectural guidelines, approve building plans and enforce adherence to the guidelines.
- 1.2 “Architectural Design Guidelines” means the building and design guidelines in respect of the development, dwellings and/or all other improvements thereon, as amended from time to time, a copy of which is available for inspection at the offices of the Estate.
- 1.3 “Board” means the Board of directors of HIMHOA.
- 1.4 “Chairperson” means the chairperson of the Board.
- 1.5 “Chief Operating Officer” means the person appointed by the Directors to manage the day to day operations of HIMHOA, or a person duly authorised by him/her and “Management” has the equivalent meaning.
- 1.6 “Common property” means land registered in the name of the HIMHOA and includes all services (whether municipal or otherwise) installed on or within the Common Property.
- 1.7 “Company” means the Harbour Island Master Homeowners Association NPC, registration number 1993/001682/08 and “HIMHOA” has the equivalent meaning.
- 1.8 “Directors” means the Directors appointed by the Company in accordance with the MOI.
- 1.9 “Dwelling” means any dwelling in the Estate including a Unit.
- 1.10 “Development” means the residential property development known as “Harbour Island” comprising erven 6847 and 3848, Gordon’s Bay and any subdivisions thereof plus areas held in terms of lease agreement with the Western Cape Province and Cape Nature including waterways as set out in Annexure “A”. “Harbour Island” and “Estate” have the equivalent meaning.
- 1.11 “Maintenance Manager” means the person appointed by the Directors to manage the day to day maintenance operations of the Estate, or a person duly authorised by him/her.
- 1.12 “Member” means a member of the Company as contemplated in clause 12 of the MOI.
- 1.13 “MOA” means the Harbour Island Mooring Owners Association NPC, registration number 1997/015162/08.
- 1.14 “MOI” means the Memorandum of Incorporation of the Company.
- 1.15 “Mooring” means a construction erected or place designated for the purposes of securing, boats and/or other water- going vessels, within the waterways of the Development.
- 1.16 “Mooring Owner” means the person to whom the right/title in interest in a designated mooring is granted.
- 1.17 “Owner” means the registered owner/s of a freehold property or Unit.
- 1.18 “Pet” means a dog, cat or bird.

- 1.19 “Roads” means any roads including, bridges, common property driveways and parking areas.
- 1.20 “Resident” means any person who is resident in the Estate and includes owners, members of their family and tenants.
- 1.21 “Sectional Titles Scheme” means a development scheme established in terms of the Sectional Titles Act.
- 1.22 “STSM Act” means the Sectional Titles Scheme Management Act No. 8 of 2011, as amended, or any legislation which replaces it.
- 1.23 “ST Act” means the Sectional Titles Act No. 94 of 1986, as amended, or any legislation which replaces it.
- 1.24 “Unit” means a sectional title unit within the Development.
- 1.25 “Vehicle” includes motor cars, “bakkies”, trucks, motor bikes, scooters and any other form of transport that is propelled by an engine or motor.

2. INTRODUCTION

- 2.1 Harbour Island is a marine residential estate designed to provide members with a unique aesthetically pleasing architecture within which members, tenants and visitors may enjoy a safe, secure and friendly lifestyle.
- 2.2 These rules are intended to provide a reasonable code by which all members, tenants and visitors may live together in harmony.
- 2.3 Members are obliged to ensure that members of their household, tenants, visitors, employees, contractors and any other person to whom they allow access abides by these rules.
- 2.4 These rules may be amended from time to time in accordance with the provisions of the MOI.
- 2.5 The Board is responsible for imposing fines for non-compliance with these rules. The Board may authorise the Chief Operating Officer to impose these fines.
- 2.6 Entry to and onto the grounds of the Estate is at the risk of the individual who so enters, and who indemnifies HIMHOA, its Directors and employees against any claim for any damages it may suffer for any reason.

3. SECURITY

- 3.1 Security procedures must be followed at all times. Residents and visitors are required to treat security staff with courtesy and respect.
- 3.2 Details of the current security access control procedures and system are set out in the Regulations. The Board may revise the Regulations from time to time. These procedures shall be strictly adhered to by all those entering the Development.
- 3.3 The Main Gate is for the exclusive use of Residents, their visitors and contractors other than Building Contractors.
- 3.4 The Secondary Gate is for the exclusive use of Residents and Building Contractors.

- 3.5 The presence of strangers / suspicious persons / activities in the Estate must be reported to the security staff at the Main Gate.
- 3.6 System defects must be reported to the security staff at the Main Gate as soon as discovered.
- 3.7 All electronic gates / doors are to be closed after having passed through there.
- 3.8 Staff are prohibited from providing any information to anyone in respect of Residents, staff or employees of HIMHOA e.g. telephone numbers, addresses, etc.
- 3.9 Security staff are not allowed to help Residents move, carry items, do repairs, (unless in an emergency). The relevant emergency resources are to be contacted immediately.
- 3.10 Security or maintenance staff are not allowed to keep / store / receive keys or deliveries from any Resident or other person.
- 3.11 Security staff may not get involved in any altercation between Residents and/or other persons and will call the police if the situation appears to be out of control.
- 3.12 Security staff have the right to apprehend any unauthorised person found in the Estate and have the right to use whatever force is required, provided it is reasonable and within limits.
- 3.13 Residents should advise security staff of expected visitors, deliveries and contractors.
- 3.14 In the event of multiple visitors being expected due to a function / party, it is required that prior notice is given to the security staff with particulars of each visitor. Residents are required to ensure that ample parking is arranged so as not to inconvenience other residents.
- 3.15 No person may discharge a firearm, air rifle, crossbow or any similar weapon anywhere within the Estate except in self-defence.

4. CONTRACTORS / DELIVERIES

- 4.1 All contractors except building contractors are to report to the Main Security Gate. Security staff must be advised of their expected arrival and duration of visit. Contractors and their employees will be required to show identification at the Security Gate and Identity Numbers will be registered. Contractors are subject to security checks when leaving the premises.
- 4.2 All building contractors may only enter or exit the Estate at the secondary gate. They may not use the main gate or any other entrance.
- 4.3 A contractor must obtain a permit from the Maintenance Manager before being allowed to enter the Estate.
- 4.4 A plumber or electrician or other service provider attending to an emergency will be granted access without a permit.

5. EMPLOYEES AND LABOURERS

- 5.1 Residents are obliged to notify the Chief Operating Officer of and provide details, including a copy of the identity document or passport, of any employee who resides or works on the Estate for more than one day per week. Entry and exit of casual (one day) workers will be processed in the same way as visitors of residents.

- 5.2 The owner or occupier of a section must ensure that employees do not loiter or cause undue noise within the boundaries of the Estate.
- 5.3 Residents shall ensure that all employees wear clean and presentable clothing in the Estate.
- 5.4 The Resident must notify Management when the service of an employee is terminated for whatever reason.
- 5.5 Private vehicles owned or driven by employees shall not be parked on the pavements, Estate roads and common property. Residents must provide adequate parking on their premises if needed.
- 5.6 No employee or labourer may have or use an access disc unless resident on the Estate. Any disk found in the possession of the worker who is not resident on the Estate will be cancelled.

6. AESTHETICS

- 6.1 The owner or occupier of a Dwelling shall not place or do anything on any part of the common property, including balconies, patios, steps, and gardens which, at the discretion of Archcom, is aesthetically displeasing or undesirable when viewed from the outside of the Dwelling, inter alia:
 - 6.1.1 Enclosed balconies and patios of Sectional Title units may only be used for the purpose of a balcony and patio and may not be converted into a room.
 - 6.1.2 No curtains or blinds will be allowed on enclosed balconies of sectional title units unless stated otherwise in their specific Conduct Rules.
 - 6.1.3 Only white, green, black or wooden garden furniture may be placed on patios or balconies;
 - 6.1.4 Only “Weber”, gas or electric braai’s are permitted for Sectional Title Units. Any other braai apparatus must be stored inside the unit. Only the use of charcoal is allowed.
 - 6.1.5 Plain white or light cream lining should be used on the reverse of all curtains and blinds should be plain white, light cream or natural timber to create a uniform appearance from the outside. Similarly, only plain white or light cream netting may be used.
 - 6.1.6 The colours of window tinting shall comply with Archcom’s schedule of approved colours. Reflective window-tinting / foil is not permitted. No window-tinting / foil will be allowed for sectional title units unless stated otherwise in their specific Conduct Rules.
 - 6.1.7 The colour of awnings and tarpaulins must be pre-approved by Archcom in writing. Archcom may prescribe acceptable colours that are available for inspection at the HIMHOA offices.
 - 6.1.8 No commercial advertising umbrellas are allowed. Cream coloured umbrellas are recommended to blend in with Harbour Island autumn colours.
 - 6.1.9 Paint colours used on the exterior of buildings and roof tile colours shall comply with the colours specified by Archcom.
- 6.2 External antennae, etc. are not permitted on Sectional Title units without the prior written approval of Archcom.

6.3 The placement of external antennae etc. on Dwellings must be positioned as directed by Archcom. Antennae may not be erected on chimneys of Dwellings.

6.4 Burglar bars and blinds must comply with Archcom guidelines.

7. PETS

7.1 Animals other than Pets may not be housed or kept on the Estate.

7.2 The Local Authority by-laws are applicable unless amended by these Rules and Regulations.

7.3 Requests to house pets within any property by an owner or tenant must be made in writing to Management. The Chief Operating Officer will consider each such request on its own merits and with due regard to any municipal by-laws and interests of other owners. Permission to house a pet will only be granted by the Chief Operating Officer in writing. The application form to house pets is on the HIMHOA website or can be obtained from the HIMHOA offices.

7.4 Only ground floor units with an enclosed exclusive use garden area in the sectional title schemes may apply to keep a dog.

7.5 Permission will not be given to tenants to keep pets unless written consent is given by the owner of the Dwelling.

7.6 Guidelines for approving the keeping of pets are detailed in the Regulations. These may be amended by the Board from time to time.

7.7 Dogs and cats must wear identification collars with the contact details and address of the owner.

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

7.9 Residents shall be responsible for the removal of their animals' excrement within the individual sections, enclosed exclusive use areas and all common property. All owners of cats are required to have litter boxes.

7.10 No animal may be brought into the estate by any visitor without prior arrangement (special conditions only). If any animal is brought into the estate by a visitor the Chief Operating Officer may:

7.10.1 call on the visitor or the Resident who is visited to remove the animal immediately; and

7.10.2 if the visitor or the Resident who is visited fails or refuses to do so, procure the animal's removal and recover the costs from the resident, without prejudice to the authority of HIMHOA to impose and recover any penalty in terms of these rules.

7.11 The owners of pets must ensure that their animals do not cause a nuisance to other Residents. Should any animal prove to be a nuisance to other residents, the Chief Operating Officer may call on the owner of the pet to stop the nuisance or remove the animal immediately and if such owner refuses to do so, procure the removal of the animal from the Estate and recover any costs from the owner concerned without prejudice to its rights to recover any penalty in terms of these Rules.

7.12 Pets are prohibited from entering the pool areas.

7.12.1 Any unidentified pet found on the common property or otherwise in contravention of these rules will be removed to an animal shelter. Costs incurred as a result of such

removal, such as capture and pound fees, shall be borne by the owner of the pet and/or of the unit where the pet was accommodated. The Company, its Directors and employees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier or any other person.

- 7.12.2 The owner of any pet permitted on the Estate shall be solely liable for the conduct of the animal and the Company, its Directors and employees shall not be held responsible for the same.
- 7.12.3 If a pet dies, it cannot be automatically replaced. The owner must re-apply for keeping the new pet.
- 7.12.4 The owner of the premises will at all times be responsible for pets being kept either by him/her or his/her tenant and ipso facto will be liable for any costs that may be incurred by HIMHOA related to the enforcing of these Rules and any penalties that the HIMHOA may charge in terms of these Rules.

8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY, EXTERIORS OF DWELLINGS AND SECTIONAL TITLE SCHEMES

- 8.1 A Resident shall not mark, paint, drive nails or screws or the like, or otherwise damage or alter any part of the common property without first obtaining the written consent from Management.
- 8.2 No alternations, additions or decorations to the exterior of dwellings, the exclusive areas of Sectional Title Schemes or to any other portion of the common property, for example the installation of an air-conditioning unit or solar panel, may not be made without the prior written consent of Management and then only upon the terms and conditions in such consent.
- 8.3 Requests for consent in terms of rule 8.1 and 8.2 shall be made in writing to the Chief Operating Officer and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.
- 8.4 The Owner of a Dwelling shall be obliged to maintain all buildings and/ or decorations in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition. The Trustees of Sectional Title schemes will be responsible to keep the buildings forming part of the scheme in a state of good repair and will maintain these areas.
- 8.5 If the Owner of a Dwelling or the Trustees of a Sectional Title Scheme fails to comply with the provision of rule 8.4 and such failure persists for a period of 30 days after written notice to that effect, the Chief Operating Officer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the costs of so doing from such owner or occupier.
- 8.6 Notwithstanding any approval granted by Management, no alteration, addition or decoration to the exterior of a Dwelling may be undertaken until a permit or approval required by any other authority has been obtained. It is the duty and responsibility of the Owner of the Dwelling concerned to obtain all such necessary permits or approvals.
- 8.7 Should any alteration, addition or decoration obstruct any employee or contractor of HIMHOA to perform any work on the common property or to perform common services, the Owner and/or Resident concerned shall be liable for any additional costs incurred by HIMHOA in order to enable its employees or contractors to perform such work.

9. LANDSCAPING AND BOREHOLES

9.1 COMMON AREAS

- 9.1.1 A Resident shall not be permitted to remove any shrub, tree or plant on the common property.
- 9.1.2 A Resident shall not alter, re-locate or discontinue any section of an irrigation system or attachments thereto. Should the irrigation equipment require adjustment this must be reported to Management.

9.2 RESIDENTS

- 9.2.1 Owners shall keep their garden areas and exclusive use areas in a neat and clean condition. This includes but is not limited to regularly cutting grass and maintaining gardens.
- 9.2.2 Plants and trees must be maintained so as not to block the views of the neighbours.
- 9.2.3 Owners shall maintain their vacant erven, cut the grass and keep it clear of overgrowth.

9.3 BOREHOLES

- 9.3.1 No borehole or well points may be sunk in the Estate without the prior written consent of the Board.

10. TENANTS

- 10.1 All tenants of Dwellings and other persons granted rights of occupancy by an owner of a Dwelling are obliged to abide by these Rules, notwithstanding any provision to the contrary contained in any lease or any grant of right occupancy.
- 10.2 Owners who lease their units or Estate/Letting Agents having a mandate from an Owner to lease their property to other parties shall register the lease with Management and:
 - 10.2.1 advise Management in advance of a tenant taking occupation;
 - 10.2.2 advise Management of the identification number of the Dwelling/s to be let;
 - 10.2.3 advise Management of the name of the tenant;
 - 10.2.4 advise Management of the term of the lease and the date when the tenant will take occupation of the unit;
 - 10.2.5 provide Management with a copy of the full lease agreement.
 - 10.2.6 provide Management with a written instruction from the owner – no registration will be done without the owner's consent.
 - 10.2.7 advise tenants in advance of these Rules and of the legal requirements which are applicable to Dwellings and the common property in terms of the Memorandum of Incorporation of the Company and these Rules.
- 10.3 Tenants shall register at the offices before taking occupation.

- 10.4 Tenants shall sign a declaration that they are acquainted with the MOI and these Rules and with the legal requirements which are applicable to Dwellings and the Common Property in the Estate.
- 10.5 Lease/rental contracts must be in writing and provide inter alia;
 - 10.5.1 that tenants and occupiers shall be subject to and obey all rules, regulations and legal requirements applicable to owners of the Dwelling and to the common property in the Estate.
 - 10.5.2 that no pets shall be kept by tenants in the rented Dwelling unless they have applied for permission according to paragraph 7 of these Rules.
- 10.6 Owners will themselves be subject to the imposition of Fines and Penalties should any of these Rules be transgressed by their tenants;
- 10.7 In the event of invitees, employees or tenants' visitors being in persistent or flagrant breach of these Rules or the MOI of the Company, the Chief Operating Officer shall have the right to deny access to the Estate to such persons.
- 10.8 Notwithstanding the provisions of paragraph 10.2.7 above, owners shall be held fully responsible for the conduct and behaviour of their tenants. Owners or letting agents shall obtain positive verifiable references for their tenants and Management shall have the right to remove unfit tenants from Harbour Island through due processes of the law.
- 10.9 No Dwelling or any part thereof in the Estate may be let for a period of less than three consecutive months.
- 10.10 The registration of a tenant will not be allowed should an owner's levies and or any other outstanding debt due to HIMHOA be in arrears.

11. LITTERING

An owner or occupier of a Dwelling shall not deposit, throw, or permit or allow depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps, garden refuse or any other litter whatsoever.

12. MOTOR VEHICLES, USE OF DRIVEWAYS, ROADS, PARKING AREAS, BOARDWALKS AND PASSAGES

- 12.1 All legislation applicable to public roads in the Western Cape Province, including the Road Traffic Act, 1996 (Act 93 of 1996) as amended, and the regulations made under that Act, apply to all roads in the Estate.
- 12.2 No person may drive any vehicle within the Estate in a manner that would constitute a nuisance/inconvenience to anyone or an offence in terms of any legislation. Without limiting the generality of the foregoing, no vehicle may be used in the Estate that is not in a roadworthy condition or emits excessive smoke, noise or oil.
- 12.3 Every person who enters the Estate shall observe all road signs and a speed limit of 20km;
- 12.4 Vehicles may not be driven within the Estate in any manner which creates a risk to anyone or is considered by Management not to be in the interest of safety.
- 12.5 An unlicensed person shall not drive any Vehicle within the Estate.

- 12.6 Skateboards, roller-skates, scooters / electric scooters and bicycles shall not be used on the boardwalks, passages, walkways and parking areas.
- 12.7 Hooters shall not be sounded within the Estate other than in emergencies.
- 12.8 Vehicles shall be parked in designated areas on the Estate as are specifically indicated or approved by Management for that purpose. Residents may not utilise parking bays demarcated for visitors.
- 12.9 Parked vehicles shall not impede on the flow of traffic nor obstruct access to and from garages or parking bays. One vehicle shall not occupy more than one parking bay.
- 12.10 Damaged vehicles, vehicles with oil or brake fluid leaks and unroadworthy vehicles shall not be parked on the common property.
- 12.11 Trucks, caravans, trailers, boats or other heavy vehicles shall not be parked on the common property without the prior written consent of Management.
- 12.12 HIMHOA reserves the right to deny any offending vehicles access to the Estate should the driver and/or Resident fail to respond to a written warning of a contravention of these rules.
- 12.13 HIMHOA may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing on the Estate in contravention of these rules.
- 12.14 HIMHOA may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle abandoned on the common property. A vehicle will be considered to have been abandoned after 14 days.
- 12.15 Vehicles parked on the Common property are parked at the owner's risk and responsibility. The Company, its Directors and employees accept no liability for any loss or damage of whatever nature which the owner, or any person claiming through or under him / her, may suffer in consequence of his / her vehicle having been parked on the common property or having been dealt with in any way in terms of these rules.

13. NOISE

- 13.1 The Board may vary any hours listed in the Regulations by amending and publishing a revised regulation.
- 13.2 Any conduct that disturbs or tends to disturb the peace and tranquillity of the Estate and Residents is not permitted.
- 13.3 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of Management to other residents. In particular and without limiting the generality of the foregoing:
 - 13.3.1 burglar alarms must be silent and comply with any regulations which the Association may make with regard thereto from time to time.
 - 13.3.2 the use of noisy machinery and power tools outside of normal working hours is not permitted. In exceptional circumstances, this will only be permitted with prior approval of Management.

- 13.3.3 all building work, whether undertaken by a contractor or by the Resident, must be done during contractors working hours set out in the Regulations unless prior written approval is given by Management for building operations to take place outside such hours;
- 13.3.4 The use of radio, television, sound equipment, recording equipment or the playing of musical instruments to the extent that other occupants are disturbed is prohibited.
- 13.4 Private lawns may only be mowed during Mowing times detailed as per Regulations.
- 13.5 No excessive noise or disturbance to neighbours will be allowed. The playing of games, the throwing of balls or other objects is strictly forbidden in basements, in parking areas and against communal walls or in other areas within the Estate, as well as any other conduct and / or activity which could constitute a nuisance and / or a danger to other users.
- 13.6 Drones, radio-controlled aircraft or similar devices shall not be launched or flown within the Estate.
- 13.7 Only electric generators with a sound output of lower than 60Db will be permitted to be operated within the estate, provided it complies with the Archom guidelines.
- 13.8 Ordinary dinner parties and other social gatherings of reasonable proportions are acceptable. However, the holding of large celebratory functions at dwellings within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of, and inconvenience to other Residents.
- 13.9 Special permission for a function as referred to in 13.8, must be obtained prior to the proposed date of such function.
- 13.10 In the event of permission being granted, cognizance shall be taken of the position of the Residents in relation to gates and to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by Management. Restrictions imposed on any function shall be strictly adhered to and will be deemed to be incorporated in, and form part of these Rules.
- 13.11 No slaughtering of any kind is allowed.

14. REFUSE DISPOSAL

- 14.1 No Cooking Oil is to be disposed of in kitchen sinks, drains or toilets as this causes blockages within the sewerage system. Residents violating this rule will be held liable for all repairs costs.
- 14.2 Non-biodegradable products such as kitchen / sanitary towels and nappies are prohibited from being flushed down the sewerage system. Damages caused by such items can be traced back to the Owner who will be held responsible for the costs of removal and/or necessary repairs.

15. COMMERCIAL ACTIVITIES

- 15.1 No Resident may conduct any business of whatsoever manner that requires customer or employee traffic in or out of the Estate, without the prior written consent of Management.
- 15.2 No Resident shall place any sign, notice billboard or advertisement of any kind whatsoever on any part of the Common Property or on a Dwelling, so as to be visible from outside the Dwelling, without the prior written consent of Management.

15.3 No door to door canvassing is allowed.

15.4 The Board may prohibit the conduct of a business which in its sole discretion is detrimental to HIMHOA, the Estate and/or Residents.

16. STORAGE OF GOODS OR INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

16.1 A Resident of a Sectional Title Unit shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or in the common property which will or may increase the rate of premiums payable by the body corporate on any insurance policy.

16.2 The lighting of fires is prohibited on the Common Property.

16.4 A Sectional Title Unit shall not light a fire on balconies and patio's other than a Weber type braai.

16.5 The use of fireworks is prohibited.

16.6 Storage of petrol, thinners or other volatile substances is not permitted in the basement or other parking bays (regardless whether storage of volatiles is carried out in custom made containers). This will include fuel for pleasure craft or volatile paint combinations;

16.7 Similarly, storage of newspaper or magazine stacks, furniture or flammable items other than vehicles, is prohibited;

16.8 "Hot work" is strictly not permitted i.e. no flame cutting, open flame or welding, metal particle grinding or soldering;

16.9 A "No Smoking" rule applies to all Basement Parking Areas;

17. LAUNDRY

A Resident of a Dwelling shall not:

17.1 Hang washing or laundry or any other items on any part of the buildings, balconies, patios or the common properties, that is visible from outside or any other Dwellings.

17.2 Hang towels / swim-wear on balcony railings, patio's, garden furniture, windows, etc.

18. SWIMMING POOLS IN SECTIONAL TITLE SCHEMES

Swimming pools are for the use of Residents (and their living-in house guests) of Units forming part of the Sectional Title Scheme. Residents will be responsible for their guests complying with their rules and must ensure that their number at any one time is not such as to prejudice the comfort, enjoyment or convenience of other Residents.

19. OVERCROWDING

19.1 An Owner of a Dwelling whether or not he/she personally occupies that Dwelling, shall at all times ensure that the number of persons, including children, who permanently reside in that Dwelling does not exceed the number stipulated as follows:

Number of Bedrooms	Number of PERSONS (Children included)
One	Two
Two	Four
Three	Six
Four	Eight
Five	Ten

- 19.2 “Bedrooms” exclude kitchen, bathroom, toilet, entrance hall, passage, dining and living room, enclosed balcony, garage or patio, and its occupancy is determined by its size i.e. be it a single bedroom or a double bedroom.

20. CHILDREN USING COMMON PROPERTY

Parents are responsible for the safety and behaviour of their children.

21. NEW BUILDINGS, STRUCTURES AND ALTERATIONS TO BUILDINGS

- 21.1 All improvements within the Estate, including private dwellings shall conform to the Architectural rules which are contained in Clause 10 of the MOI and the Architectural Design Guidelines as well as any rulings by Archcom.
- 21.2 The Board will impose fines for any contraventions of the provisions of Clause 10 of the MOI and the Architectural Design Guidelines as well as any rulings by Archcom.
- 21.3 Said fines will be imposed and calculated as from the day on which the contravention actually occurred and will be imposed and payable monthly for as long as the contravention exists.
- 21.4 Building contractors shall comply with the Rules and Regulations.

22. LETTING, RESALE, AUCTION OF PROPERTIES

- 22.1 Estate/Letting Agents or Auctioneers shall not be allowed to market for rent or for sale in the Estate unless:
- 22.1.1 They are registered with the South African Estate Agency Affairs Board or its successors.
 - 22.1.2 Annually, by no later than 30 April, submit a current registration and fidelity certificate to the Chief Operations Manager.
 - 22.1.3 Sign an agreement with the HIMHOA subjecting themselves to the provisions of the Memorandum of Incorporation and the Rules contained herein.
- 22.2 HIMHOA may withdraw the right of an Estate Agent or Auctioneer to access the Estate if they do not comply with the terms of the Memorandum of Incorporation and/or these Rules.
- 22.3 The Estate Agency/Owner/Auctioneer shall present the following documentation to prospective purchasers in regard to the sale of a property and/or the cession of a mooring in Harbour Island:

- 22.3.1 Standard Purchase Agreement Addendum.
- 22.3.2 Standard MOA cession agreement, where applicable.
- 22.3.3 Copy of the MOI.
- 22.3.4 Copy of the Bodies Corporate Rules, where applicable.
- 22.3.5 Copy of these Rules.
- 22.3.6 The standard HIMHOA purchase agreement shall form part of any sale agreement concluded for a Dwelling.
- 22.4 The Letting Agent/Estate Agent/Owner shall present the following documentation to a prospective tenant in regard to the letting of a property in Harbour Island:
 - 22.4.1 Copy of the Body Corporate Rules if applicable.
 - 22.4.2 Copy of these Rules.
 - 22.4.3 Copy of the MOI.
- 22.5 All information and prescribed forms can be obtained from Management and / or the formal HIMHOA Website.
- 22.6 Estate/Letting Agents shall not give Dwelling house keys and access discs to contractors / workers to work at these Dwellings.
- 22.7 Estate/Letting Agents and Owners shall not give access discs or keys to prospective purchasers or tenants. The access disc so given will be automatically cancelled by HIMHOA security staff. The Estate/Letting Agent must escort the prospective purchaser/tenant at all times within the Estate.
- 22.8 Agents/Letting Agents not residing in the Estate must sign in at security when entering or exiting Harbour Island. A list of all the registered agencies and their agents will be at the Estate security entrance gate. Unauthorised agents will not be permitted to enter the Estate. Non-resident agents shall not be allowed to use access discs. Contravention of these rules will result in these discs being immediately cancelled.
- 22.9 Show houses are prohibited in the Estate.
- 22.10 FOR SALE/TO LET/AUCTION signs may not be placed in or on a property or outside the entrances to the Estate.
- 22.11 The Management office shall be advised at least 2 working days prior to an auction of a property in the Estate.
- 23.12 Prospective purchasers should arrange directly with the Auctioneer or his agent to visit the property and the prospective purchasers are to be escorted to the house, subject to Management being notified prior to the visit.
- 22.13 Prospective purchasers are not permitted to wander around the Estate on their own and once the property has been viewed they must be escorted out again.

23. WATERWAYS

23.1 Harbour Island Waterways are zoned into three areas, namely Municipal Lease Waterway Area (Public), Private Leased Waterway Area and Private Owned Waterway Area. Access into each area is controlled.

23.1.1 Municipal Lease Waterway Area (Public)

The waterway area from the slipway in the Harbour Island commercial sector next to the Gordon's Bay Boat Angling Club and in front of the Eastern Breakwater, with a line drawn across to the intersection of the boundaries of erven 4907 and 5540 on the residential side of Harbour Island, plus the sea entrance to Harbour Island.

23.1.2 Private Lease Waterway Area

The waterway area from the slipway at the Gordon's Bay Boat Angling Club, the waters around St Tropez Island and in front of the San Marco Development to a line taken from the erven boundary between the Andros Development and the Harbour Edge Development proceeding midway through the Antigua Island to the road access bridge to Antigua Island. Mooring Blocks (and rights) A, B, C, D, portion of E, J, K, L and M fall within the Private Lease Waterway Area. The timber decking in front of the Krystal Beach Hotel (Erf 4600), Berties mooring (Erven 4601, 4709 and 4710) and the Gordon's Bay Boat Angling Club (Erf 4919) are encroachments into the Private Lease Waterway Area and provide pedestrian access to the Municipal Lease Area. All boardwalks and maintenance buffer zones are encroachments and in certain areas are exclusive use areas. These areas are the responsibility of a particular Body Corporate or Homeowners Association including the maintenance. An annual levy for the encroachment will be charged by the Mooring Owners Association. Only owners of moorings in the Private (Lease and owned) Waterway areas are permitted access to this portion of waterway.

23.1.3 Private Owned Waterway Area

Canals and inner basins in front of the Andros, Bonaire, Il Ponte, Monserrat, Montego Bay and San Antonio Developments encompassing Mooring Blocks (and rights) portion of E, F, G, HB, HA, I, N, O, P, Q and R. All boardwalks and maintenance buffer zones are encroachments and in certain areas are exclusive use areas. These areas are the responsibility of a particular Body Corporate / Homeowners Association or Property Owners including the maintenance. Only owners of moorings in the Private (Lease and owned) Waterway areas are permitted access to this portion of waterway.

The rights to mooring bay(s) in mooring blocks E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S may only be sold to an Owner in the Estate or forming part of a deed of sale for the acquisition of a Dwelling in the Estate.

The mooring bay(s) in mooring blocks E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S may only be used by residents of Harbour Island.

23.2 The general public may not access the private waterway areas within Harbour Island.

23.3 Mooring Owners and/or his successors in title must be a member of the MOA.

23.4 The MOA is subject to and affiliated to HIMHOA.

23.5 The Harbour Island Private Lease and Owned Waterways constitute a private marina and the owners of moorings in these waterways, parties benefiting directly and indirectly from the waterways, and users of lease land including maintenance buffer strips and water related space like

timber platforms and boardwalks are all required to contribute in the form of a levy or other payment to the expenses of MOA. Levies are payable annually in advance.

- 23.6 The mooring bay(s) may not be rented or used by any third party, without the prior written consent of Management. The use of a mooring not belonging to the boat owner is not allowed without the written permission of the mooring owner provided to MOA together with the registration form. The mooring owners shall inform Management if visitors will be using their mooring and the Harbour Island Waterways. Visitors boats/jet skis may not be moored for a period of longer than 2 weeks.
- 23.7 The MOA, HIMHOA or any Body Corporate will not be held responsible or liable for any damage or injury caused to any boats, moorings or persons, from whatsoever nature. Boat owners will be held liable for damage caused to property under the control of MOA, other boats and moorings.
- 23.8 HIMHOA Security staff are responsible for enforcing the Waterway Rules. All warnings and instructions given by the Security personnel must be immediately responded to and adhered to. HIMHOA Security staff, when circumstances require, have the right to board and inspect any boat operating in the Harbour Island Waterways.
- 23.9 MOA has the right to enforce the Waterway Rules and to levy fines for non-observance of these Rules, and to restrict or ban boat operators from using the Private Lease or Owned Waterways in Harbour Island.

24. MOORINGS, BOATS, JET SKIS AND CRAFT

- 24.1 Boats/jet skis and craft using Harbour Island Waterways are required to conform to all legislative requirements, including municipal, provincial and government laws.
- 24.2 International waterway rules apply - for example vessels must pass port to port.
- 24.3 All boats / jet skis / craft moored at the Mooring Blocks within the Private Lease and Owned Waterway Area within Harbour Island must be registered with MOA and prominently display a sticker as issued by the MOA on the boat/jet ski/craft.
- 24.4 The maximum allowable berth area and total length of the total vessel (boat lift, jet ski float, etc) moored in the mooring bay will be according to the size table provided. Two or more moorings cannot be combined to accommodate larger craft, vessels, etc.
- 25.5 All boats using the Harbour Island waterways must be seaworthy, equipped with the requisite mandatory safety equipment and must be a holder of a current seaworthy certificate relevant to the vessel. All trailers must display the owners contact details. All craft moored or used within Harbour Island Waterways are to be maintained in such a condition as not to become unsightly or reflect unfavourably upon the reputation and appearance of the marine premises or facilities within Harbour Island. Craft not meeting these requirements will not be permitted to stay for indefinite periods. MOA has the right to arrange, at the boat owner's cost and risk, for the removal of such craft from Harbour Island.
- 24.6 Pilots of boats in Harbour Island must have a valid Skippers license
- 24.7 Boats using the Harbour Island Waterways do so entirely at their own risk.
- 24.8 All Harbour Island Waterways are no wake areas (DEAD SLOW areas) and boats and jet skis may not be handled in a manner which is in contravention of this stipulation.

- 24.9 Boats must be operated in such a way that the minimum disturbance is caused to residents of Harbour Island.
- 24.10 In the event of necessity or emergency MOA reserves the right to move any boat or mooring without referral to the owner of the boat or mooring. MOA shall be indemnified for any damage that might occur to said boat or mooring, whether caused by its interference or its failure to interfere.
- 24.11 No vessel, craft, boat, water ski etc, of any description, shall be used for any type of commercial purpose in the Private Lease or Owned Waterways areas in Harbour Island nor shall a business be conducted from any mooring in these waterways.
- 24.12 Any craft or vessel must be properly moored and tied to the moorings in order to avoid damage to other craft, vessels or moorings. Craft or vessels cannot be tied over another mooring area, unless permission is granted by the specific mooring owner and MOA. Kayaks, etc. must be properly secured and must not obstruct the common walkway.
- 24.13 Diving in the waterways is not allowed unless cleaning boat hulls or underwater repairs, in which event a warning flag or another person above water should be present.
- 24.14 All boats / water craft have right of way at all times.
- 24.15 No major repairs shall be made to a boat without written permission from the MOA. All safety rules shall be followed and no fuel spills.

25. WATERWAYS – GENERAL RULES

- 25.1 No owner of a mooring shall place any sign, notice billboard or advertisement of any kind whatsoever of any part of the mooring or boat without the prior written consent of Management.
- 25.2 Swimming in the Waterways is prohibited.
- 25.3 Disturbance of marine life including fishing in the waterways or from any revetments in Harbour Island.
 - 25.3.1 No casting is allowed in the Harbour area.
 - 25.3.2 Fishing is allowed by owners off their own personal moorings or from their own properties where there is no boardwalk and in designated areas. The privacy and propriety rights of all residents are to be respected and no trespassing will be allowed.
 - 25.3.3 All fishing should be done with utmost care and consideration to the person and property of residents, visitors and the public in general.
 - 25.3.4 No fishing is allowed from any boardwalk or revetment unless in designated areas.
- 25.4 Parents are responsible for the safety and behaviour of their children.
- 25.5 Sleeping Aboard is strictly prohibited.
- 25.6 Emptying of sewerage is not allowed in the Harbour area.

- 25.7 Fishing and other equipment must be stored in boxes on the owner's mooring or out of sight on the boat or in designated storage areas. The size and design of boxes must be approved by Management.
- 25.8 Fire on moorings: All moorings and boats are to be equipped with fire extinguishers that they comply with the relevant legislation.

26. CHARTER VESSELS

- 26.1 The right to operate a charter in Harbour Island must be approved in writing by the MOA and must be renewed on an annual basis.
- 26.2 The general public may only access registered charter vessels from moorings on D-Block.
- 26.3 Annual charter fees will be charged.

27. FINES AND PENALTIES

- 27.1 Members are advised that the staff of the HIMHOA, including security staff are there to serve and protect all occupants (i.e. owners, tenants, visitors), as well as their property, and to ensure that whatever rules and regulations apply, are enforced. It will therefore not be acceptable for anyone to use abusive language towards said personnel and transgression of any of said rules will be met with a fine (or harsher consequences).
- 27.2 The Board may from time to time, with the approval of the Members and in accordance with clause 9 of the MOI, make or amend Estate Rules.
- 27.3 Dwellings within the Estate may not be used for business or commercial purposes, subject to clause 15 above;
- 27.4 It is forbidden to feed (which includes providing water to), any wild bird or wild animal within the demarcated boundaries of the Estate.
- 27.5 Residents are responsible for the behaviour and conduct of their guests / visitors and to ensure adherence to all rules and requirements. For the enforcement of any of these Rules, the HIMHOA may:
 - 27.5.1 Take or cause to be taken such steps as it may consider necessary to remedy the breach of Rules of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to HIMHOA and / or
 - 27.5.2 Impose a system of fines or other penalties as per the MOI and these Rules. The amount of such fines shall be reviewed and confirmed at each annual general meeting of HIMHOA and / or
 - 27.5.3 Take such other action including proceedings in court as they may deem fit. However, in light of the sui generis character and contents of Community Development Schemes, all attempts will be made to resolve all disputes in an amicable manner through appropriate Mediation or any other Alternative Dispute Resolution method as approved by the Board.
- 27.6 In the event of any breach of these Rules by Members, the member's household, guests, lessees or Contractors, such breach is deemed to have been committed by the Member himself. Without

prejudice to the foregoing the Board may take or cause to be taken such steps against the person actually committing the breach as they in their sole discretion may deem fit.

- 27.7 In the event of any member disputing the fact that he has committed a breach of any of these Rules aforesaid, and should a process of Mediation and/or Alternative Dispute Resolution prove fruitless, a committee of three Directors appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct, provided that natural justice shall be observed. Any fine imposed upon any member shall be deemed to be a debt due by the member to HIMHOA and shall be recoverable by ordinary civil process.
- 27.8 Notwithstanding the foregoing, the Board may in the name of HIMHOA enforce the provisions of any Rule by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorney and counsel as they may deem fit.
- 27.9 Notwithstanding the above, in the event of any member being in persistent or flagrant breach of the MOI or any Rules, or being in breach thereof and failing to remedy such breach, HIMHOA may after not less than seven (7) days' notice in writing to the member concerned, discontinue any service provided to the member by HIMHOA for such period as HIMHOA may deem fit.
- 27.10 It shall be the duty of the administration officials of HIMHOA, or such other person or body as may be mandated by HIMHOA to ensure compliance by the members, their guests, their lessees and all other persons within the Estate with these Rules and to this end to issue such notices, impose such fines and do such things as may be necessary or requisite.
- 27.11 Each member undertakes towards HIMHOA that he/she shall comply with all Rules issued in terms of the MOI and under such authority.

28. EFFECTIVE DATE and PRIOR INFRINGEMENTS

- 28.1 These Rules shall become effective as from the date on which it was passed by the HIMHOA Board. It is specifically ruled that failure by any Director to sign this document, does not invalidate the legality of these Rules.
- 28.2 Furthermore, it is agreed that past infringements shall remain infringements and all penalties and/or rulings shall be required to be accounted for.
- 28.3 However, in instances where these Rules are in contradiction with previous rulings, such rulings will stand, except in cases where complaints are lodged. In such cases, the previous rulings will be reversed and the new Estate Rules shall prevail.

29. INDEMNITIES

- 29.1 HIMHOA and MOA will not be responsible for any injury or loss caused on walkways and passageways as the result of environmental conditions, nor for any other cause or reason.
- 29.2 The member, tenants, their family, employees, guests, contractors and sub-contractors shall indemnify, defend and hold harmless the Company, its Directors and employees, the Board of HIMHOA and MOA, from all claims, demands, suits, actions, proceedings, loss, cost and damages of every and any kind and description including any reasonable attorney fees and/or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault or mistake or negligence of the Board, employees, agents, representatives or contractors in connection with or pursuant to these Rules. The duly elected Board members shall under no circumstances be held personally liable while performing their duties unless found to be grossly negligent.

SCHEDULE A – FINES AND PENALTIES

Description of Transgression	Rule Ref:	1 st Offence	2 nd Offence	Further Offences per event
Security	3.1	R750	R1 000	R1 500
Aesthetics				
Sectional Title balcony converted to a room	6.1	R1 000 per month until rectified		
Curtains and or blinds installed on Sectional Title balcony	6.1.1	R500 per month until rectified		
Incorrect garden furniture	6.1.2	R250 per month until rectified		
Use of incorrect braai or storage of braais'	6.1.3	R250 per month until rectified		
Incorrect curtain linings / blinds	6.1.4	R250 per month until rectified		
Reflective window tinting/foil installed	6.1.5	R250 per month until rectified		
Incorrect colour of awnings and railings	6.1.6	R250 per month until rectified		
Umbrellas with advertising	6.1.9	R250 per month until rectified		
External Antennae	6.1.9 & 6.2	R250 per month until rectified		
Pets	7	R500	R750	R1 000
Damage, alterations or additions to the common property and exteriors of dwellings				
Damage, alterations or additions to the common property	8.1	R500	R750	R1 000
Unauthorised alterations to dwellings	8.2	R500 per month until rectified		
Failure to maintain Buildings and decorations	8.4	R500 per month until rectified		
Landscaping				
Common Areas	9.1	R250	R500	R1 000
Residents	9.2	R250	R500	R1 000
Tenants				
Lease/rental contracts do not comply with Homeowner requirements	10.2	R500 per day	R1 000 per day	R1 500 per day
Dwelling rented out for a period of less than 3 months	10.9	R1 000	R1 500	R2 000

Littering	11	R250	R500	R750
Motor Vehicle, use of driveways, roads, parking areas boardwalks and passages				
Exceed speed limit	12.3	R500	R750	R1 000
Use of hooters	12.7	R150	R250	R500
Skateboards, roller skates, scooters, electrical scooters	12.6	R100	R150	R200
Vehicles parked on common property	12.8, 12.9	R250	R500	R750
Noise	13	R250	R500	R750
Refuse disposal	14	R150	R250	R500
Commercial Activities				
Conducting a business that requires traffic	15.1, 15.4	R500 per day until rectified		
Placing of signs, billboards etc. and door to door canvassing	15.2, 15.3	R250 per day until rectified		
Storage of goods or inflammatory material and other dangerous acts	16	R500 per day until rectified		
Laundry	17	R100	R250	R500
Swimming pool	18	R250	R500	R750
Overcrowding	19	R500 per day until rectified		
Letting, resale and auction of properties				
Failure to comply with documentation for sale of property	22.3	R1 000	R1 500	R2 000
Any offence not detailed in schedule		R250	R500	R750
Waterway offences				
Mooring bay rented or used by third party without permission	23.6	R250 per day until rectified		
Unauthorised use of mooring	23.6	R150	R250	R400
Unregistered boat moored within the Estate	24.3	R250 per day until rectified		
Vessel exceeds berth area	24.4	R250 per day until rectified		
Causing a wake	0	R500	R750	R1 000
Disturbing residents	24.9	R500	R750	R1 000

Unauthorised repairs to boats	24.15	R500	R750	R1 000
Sign, notices, billboards	25.1	R200 per day until rectified		
Swimming in waterways	25.2	R100	R150	R200
Disturbing marine life	25.3,25.4,25.5,25.6	R250	R500	R1 000
Sleeping on board	25.9	R1 000	R1 500	R2 000
Emptying of sewerage	25.10	R500	R750	R1 000
Using craft for commercial purposes	26.	R500	R750	R1 000
Architectural and Environmental				
Uncovered sand heaps		R400 per day		
Deviation from Archcom approved building plans		R5 000 each		
Deviation from Archcom approved building plans until deviation is rectified		R1 000 per month		
Utilizing adjoining erven		R1 000 per day		
Not removing rubble		R400 per day		
Any other offence		R1 000 each and/or per month		
Transgression of building rules				
Unbuilt erf built directly from developer (refer notes 8 – 10)		3 (three) times normal monthly levy per month		
Unbuilt erf built directly from party other than developer (refer notes 8 – 10)		6 (six) times normal monthly levy per month		
Building Contractors		R1 000 per offence		

NOTES

1. The Member has 14 days to formally object. The decision of the Board is binding.
2. These fines do not replace any right to claim damages from the Member and are levied over and above any other action taken.
3. Members are liable for the transgressions of their guests, workers, contractors, builders and tenants.
4. Any fine imposed on a member shall be a debt and payable to HIMHOA by the Member upon demand and / or be added to the monthly levy account, to be paid within 7 (seven) days from the date thereof.
5. Mora interest on outstanding fines will be charged at the legal rate and all legal costs will be charged to the member.

6. The imposition of penalties will be in terms of, and in accordance with the relevant provision of the Memorandum of Incorporation.
7. Should a member fail or refuse to comply with these Rules, HIMHOA may take whatever action it may deem necessary and appropriate in the circumstances, to recover from the member any cost incurred in taking such action without prejudice to its rights in recovering any fines or other penalties imposed.
8. Penalties related to building operations and/or contravention of the Architectural Design Guidelines will only be halted once the Archcom Committee is satisfied that building operations to the property are being finalised in accordance with the approved plans and the Buildings Guidelines prescribed and upon receipt of a Municipal Certificate of Occupancy. No Partial Completion certificates will be accepted.
9. A penalty will be reinstituted whenever it is found that a property has not been fully completed as per approved plans.
10. These fines / penalties are levied over and above the normal monthly levies and are to be paid within 7 (seven) days from the date of issue thereof.

ANNEXURE A - DEVELOPMENT PLAN

