



Village on Sea Homeowners' Association

# House Rules

June 2025

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## **1 INTRODUCTION**

- 1.1 All Village on Sea properties and residents are subject to the Constitution, of which the House Rules are part. The House Rules are intended to ensure and promote a secure, gracious, and comfortable lifestyle for all residents. The Rules are not intended to limit the lifestyle and/or investment of residents, but rather to protect them and are equally binding on all residents. Accordingly, residents are not only bound, but also protected by the Rules.

- 1.2 Every owner is responsible to ensure that their guests and workers abide by the Rules.
- 1.3 The Rules are administered and enforced by the VoS Homeowners' Association.
- 1.4 Any person, who contravenes or fails to comply with any provision of the Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached the Rules and will be liable for payment of penalties laid down in terms thereof.
- 1.5 All communication with the HOA, including applications, complaints, requests, notices, or any other form of communication in terms of the Rules or otherwise, are to be submitted
  - 1.5.1 in writing to Status-Mark Property Management, 11 Meyer Street, Mossel Bay or P.O. Box 567, Mossel Bay 6500, for the HOA or the Managing Agents to attend to; or
  - 1.5.2 sent by email to the Managing Agents or the HOA to attend to.

## 2 INTERPRETATION

- 2.1 In these Rules, unless inconsistent with or otherwise indicated by the context, these words will have the following meaning:
  - "the HOA"** - The Village on Sea Home Owners' Association (HOA).
  - "the Constitution"** - The Constitution of Village on Sea.
  - "the Management"** - The Trustee committee of the HOA.
  - "Owner"** - The person holding legal title of a plot (erf) on the Estate.
  - "Resident"** - Any person who resides at the Estate (owners, their families, and tenants).
  - "the Rules"** - House Rules as contained in this document.
  - "Vehicle"** - Any form of conveyance.
  - "the Estate"** - Village on Sea Eco Estate, Mossel Bay.
- 2.2 Any reference to the singular includes the plural and vice versa.
- 2.3 Any reference to natural persons includes legal persons and vice versa.
- 2.4 Any reference to gender includes the other gender.
- 2.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it was a substantive clause in the Rules, notwithstanding that it is only contained in the interpretation clause.
- 2.6 If any period is referred to in this agreement by way of reference to several days, the days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day is not a business day, in which case the day shall be the next business day.
- 2.10 The Rules shall be governed by, and construed and interpreted in accordance with, the law of the Republic of South Africa.

## 3 ESTATE SECURITY

- 3.1 Since June 8, 2023, the Blombosch gate is being monitored by a security officer and camera equipment 24 hours per day, 7 days per week. All visitors, domestic staff, deliveries, contractors, and any other workers must enter and leave the Estate via the Blombosch gate. Everyone must strictly adhere to the following security procedures:

3.1.1 **Visitors, Friends, and Family:** When they arrive at the gate, the guard will phone the resident to get permission for them to enter. They do not require ID cards.

3.1.2 **Casual Service Providers:** These are entities who provide once-off services, such as couriers, food- and pharmaceutical deliveries, a painter, a DSTV installer, a dog groomer, someone from whom you requested a quote for a service or product, etc. When they arrive at the gate, the guard will phone you to get permission for them to enter. They will be issued a *numbered White Day Permit*.

3.1.3 **Regular Service Providers:** These are entities who provide regular services to residents inside the Estate, such as garden services, the Estate electrician, the Estate plumber, people who do road construction, etc. Each person will be issued a **Blue ID Tag** with their photo when they enter VoS.

3.1.4 **Domestic and Garden Assistants:** Each one will be issued a **Yellow ID Tag** with their photo when they enter the Estate.

3.1.5 **Building Contractors:** The contractors and their staff will be working on a building site inside the Estate for months, so each such individual must first be cleared by the police. Each worker will be issued a **Red ID Tag** with a photo when they enter.

Each tag must be handed in at the gate when the individual leaves.

The intention of the colour-coded ID tags is to enable residents and security staff to identify anyone who is not on file and/or who should not be in the Estate. If someone is seen in the Estate without an ID tag, they should be reported to Security or the Estate Supervisor.

3.2 Since June 8, 2023 the Schoeman street gate is no longer monitored by a security officer. Remote controls have been issued **only** to residents, so that they can enter and leave the Estate via the Schoeman street gate.

**The procedure is:** Use your remote to open the gate, drive through, and wait until the gate is fully closed before proceeding. Residents may not hand remotes to friends or staff.

3.3 Security cameras record the entry and exit of all vehicles and individuals at the Schoeman Street gate. The images are displayed in the Blombosch guardhouse in real time.

3.4 Security staff at the Blombosch gate may deny access to visitors, contractors, workers, or anyone else (excluding owners, residents, and tenants) when:

3.4.1 The correct procedures have not been followed, or

3.4.2 The residents are not home; or

3.4.3 The residents are not contactable by phone; or

3.4.4 If the security staff are of the opinion that an individual may pose a threat to the security of the Estate or any resident.

Please note that the security staff report to the contracted security company, not to the HOA. Any physical abuse, abusive language, engaging in arguments and/or verbally or physically threatening or intimidating security staff is prohibited and will carry the heaviest fine allowed under the Rules.

## 4 ESTATE EMPLOYEES

4.1 Certain functions and services will be performed by employees of the HOA under instruction from and supervision of the Estate Supervisor.

- 4.2 Owners, residents, tenants, workers, or anyone else may not issue instructions to, or interfere with, Estate employees in any way.
- 4.3 Any abusive language and/or engaging in arguments and/or verbally or physically threatening or intimidating Estate employees is strictly prohibited and will automatically carry the heaviest fine allowed under the Rules.

## **5 DOMESTIC ANIMALS**

- 5.1 Unless written authority has been given by the HOA, only domestic animals posing no danger to residents and wildlife may be kept. No wild animals, reptiles, cattle, chickens, pigeons, and the like may be kept on the Estate.
- 5.2 All dogs and cats shall bear a tag, which shall reflect the name, phone number and street address of the relevant owner.
- 5.3 No more than two dogs per owner, resident or tenant are allowed.
  - 5.3.1 Dogs are not allowed to roam free on the Estate and shall always be on a leash and under supervision of a responsible person. Dogs found roaming on the Estate may be removed by the S.P.C.A. on request by the HOA.
  - 5.3.2 Should a dog damage, spoil, or defecate on common property, the owner must return the common property to its former status.
  - 5.3.3 Dog owners, who go away, are required to leave their contact information or that of another responsible person with a neighbour.
- 5.4 Because of the threat they pose to bird life, cats are no longer allowed on the Estate since 2018. Residents, who had cats before 2018, may keep them, provided they are registered. In such cases, please contact the Estate Supervisor for details.
- 5.5 Cats and dogs, that roam unsupervised or that cannot be readily identified, will be removed by the HOA, the SPCA or any other competent person or organization.
- 5.6 Owners and other residents must ensure that their dogs and cats do not represent a nuisance in general or to other residents.
- 5.7 In case of non-compliance with the provisions of the Rules, or if complaints attributable to pets or other animals are received, the owner will be contacted by the HOA to rectify the transgression. Failure to do so, may result in the HOA issuing a fine to the owner.

## **6 DOMESTIC WORKERS AND CONTRACTORS**

- 6.1 Residents must inform their domestic workers, contractors and other workers about the Rules and the Constitution - they are required to abide by the Rules and the Constitution.
- 6.2 Owners are responsible for the actions and omissions of ...
  - 6.2.1 their residents and tenants.
  - 6.2.2 their domestic and garden workers, other workers and contractors of their tenants and residents, whether working for the owner or anyone else.
  - 6.2.3 all family or people connected with workers, whether residing, or visiting.
- 6.3 Residents must notify the HOA of any domestic workers who plan to reside inside the Estate and then follow the procedures as stipulated by the HOA.

- 6.4 Residents must register their domestic and garden workers with the HOA within twentyfour hours of such workers commencing employment.

## **7 OWNER'S VEHICLES**

- 7.1 To gain entry to the Estate, each owner's vehicle requires a security disc that is displayed on the windscreen of his vehicle. Discs are available from the Estate Supervisor.
- 7.2 A maximum of four security discs per household will be issued.

## **8 OTHER VEHICLES AND SPEED LIMITS**

- 8.1 No vehicle shall enter the Estate unless admitted by the guard on duty.
- 8.2 Pedestrians shall always have right of way on all internal roads.
- 8.3 Vehicles having a gross weight of more than ten tons, shall not be permitted.
- 8.4 No person shall drive a vehicle in a manner that would constitute an offence under the Western Cape Traffic Ordinance. The speed limit is 40 km/hour for private vehicles and 25 km/hour for commercial vehicles, except where indicated as 20 km/hour.
- 8.5 No person shall store, park, or leave a vehicle unattended inside the Estate, except on a private erf that belongs to the owner of the vehicle or on any other erf with prior written approval by the registered owner of such an erf.
- 8.6 No person shall park or store any caravan, boat, truck, lorry, or canopy unless it is kept inside a closed garage or under an approved carport.
- 8.7 No helicopter, drone or any means of aerial conveyance may be flown or landed anywhere on the Estate without the authority of the HOA. Also refer to 13.1.10.
- 8.8 No quad bikes are allowed within the Estate.
- 8.9 The HOA has the right to move or remove any vehicle that is parked dangerously or that inconveniences other persons or that contravenes these Rules or the HOA's regulations.

## **9 THE ENVIRONMENT**

- 9.1 The HOA controls all aspects of the Estate's fauna and flora. All residents, guests, tenants, domestic and other workers, shall adhere to and respect the Estate's environment plan.
- 9.2 No person shall do anything that may have a detrimental effect on the environment or that may interfere with the use and enjoyment of common areas by residents and their guests.
- 9.3 Camping, picnicking and the lighting of fires anywhere on the common area or on empty private erven is strictly prohibited.
- 9.5 No person shall conduct gardening and/or landscaping on common areas or street reserves in front of erven, except with prior written approval of the HOA.
- 9.6 No person shall pick or plant any flowers or plants on the common areas of the Estate.
- 9.7 No person shall discharge a firearm, air-rifle, crossbow or similar weapon or device on the Estate, other than in self-defence.

- 9.8 Hunting and trapping of birds and animals in any manner is strictly prohibited.
- 9.9 No litter, building refuse, building rubble, or any such material may be stored or dumped on common property and/or vacant plots.

## **10 GENERATORS AND SOLAR SYSTEMS**

The following minimum requirements apply to generators and solar systems:

- 10.1 Generators must be built into aesthetic acoustic enclosures and fitted with silencers to reduce the noise level to a maximum of 65 decibels, measured at 7 meters.
- 10.2 Fuel storage facilities must be approved by the HOA prior to installation.
- 10.3 Upon receipt of a generator application, the HOA will investigate and inspect the location before granting or denying permission.
- 10.4 Placement of generators and solar panels must not be unsightly or cause any inconvenience or disturbance to other residents.
- 10.5 For generators and solar systems, a Certificate of Compliance for electrical installation must be obtained and a copy delivered to the HOA after installation.

## **11 LETTING**

- 11.1 These Rules apply to, and are binding upon, all tenants. Owners shall be held responsible for their tenant's actions and must therefore ensure that the Rules and the Constitution form part of any lease agreements.
- 11.2 An Owner, who intends to let property (lessor), shall notify the HOA in writing prior to signing any lease agreement.
- 11.2.1 Upon receipt of such notice, the HOA shall inform the prospective lessor of the procedures that apply with regards to letting of property on the Estate.
- 11.2.2 Once all relevant procedures have been adhered to, the HOA will grant written approval for letting.
- 11.2.3 No letting will be allowed without prior written approval by the HOA, which will not be unreasonably be withheld.
- 11.2.4 Once a lease agreement has been finalised and within seven days after signature, the owner (lessor) shall furnish the HOA with a copy of the signed lease.
- 11.2.5 Any lease agreement must be in writing and shall be valid for a minimum period of six months. No shorter-term leases are allowed, except occupancy leases in conjunction with a transfer of property.
- 11.2.6 Any lease agreement shall contain a clause in which the tenant acknowledges that the Rules are binding upon him and that the Rules are enforceable against him by the HOA.
- 11.3 Every tenant shall be required to register at the offices of the Managing Agent within two working days prior to arrival and to sign a declaration that he is acquainted with the Rules and acknowledges that the Rules are binding on him.
- 11.4 Entrance to the Estate at the security gates shall be denied to unidentified tenants and their guests that have not registered with the Managing Agent ...

Status-Mark Property Management (Pty) Ltd.

Physical Address: 11 Meyer Street, Mossel Bay.

Postal Address: P.O. Box 567, Mossel Bay. Telephone:  
044 691-3054.

- 11.5 If any tenant, guest, employee, or other invitee of any owner fails to comply with any provision of the Rules, the HOA shall be entitled to deny that party access to the Estate.
- 11.6 The same access provisions apply to tenants that apply to residents. See clause 8.
- 11.7 Tenants are limited to one family of no more than six persons per plot.
- 11.8 Complaints regarding tenants shall be directly addressed to the relevant owner.

## **12 ESTATE AGENTS**

- 12.1 Estate agents may not sell properties in the Estate without a signed mandate by the owner.
- 12.2 Estate agents shall be allowed entry to the Estate after presentation of the mandate.
- 12.3 No advertising boards or 'For Sale' signs may be displayed within the Estate.
- 12.4 Prospective buyers must be accompanied by an estate agent when viewing marketed properties and must enter the Estate in one vehicle.

## **13 CONDUCT**

- 13.1 No persons shall make or cause to make any undue disturbance or noise or allow anything to be done that may constitute a nuisance to other residents. Any action, which causes nuisance to other residents, whether visual, auditory, or odorous, is prohibited.  
These include, but are not limited to, the following ...
  - 13.1.1 Burglar alarms must comply with regulations, which the HOA may make with regard thereto and may not cause a nuisance to other residents.
  - 13.1.2 All vehicles must have efficient silencer systems to maintain their noise levels below the legal maximum level. The noise emitted by vehicles, as well as how they are driven, may not cause a nuisance to other residents.
  - 13.1.3 The use of machines and power tools should be avoided outside working hours.
  - 13.1.4 Fireworks are strictly prohibited.
  - 13.1.5 All building work, whether by a contractor or a resident, must be done during the stipulated hours, unless the HOA gives approval for work outside such hours.
  - 13.1.6 Playing loud music or a musical instrument or operating a radio or television set loudly is not allowed.
  - 13.1.7 Frequent shouting and talking excessively loudly to impinge on the enjoyment of their properties by other residents is not allowed.
  - 13.1.8 Kept animals (pets) may not be a nuisance to other residents, such as causing noise, or entering neighbouring houses.
  - 13.1.9 External lights must preferably be warm-white and face downwards so that they do not cause discomfort to neighbours and the wild life on the Estate.



13.1.10 Flying of drones is subject to specific regulations as may apply and as may be amended from time to time. The operation of recreational drones in Village on Sea is allowed, but should always be done in a safe and responsible manner and with due consideration to the privacy of home owners. To view the regulations that apply to drones, click on this link:

<https://villageonseaco.za/wp-content/uploads/2025/05/Hobbyist-Drones.pdf>

13.2 No unauthorized persons are allowed on erven where building operations are underway.

13.3 No washing of any nature may be placed to dry in areas not specifically designated for that purpose. Such designated washing areas must be clearly indicated on a property's building plans and must be approved as acceptable by the HOA.

13.4 Washing lines and similar structures must be placed below the level of garden/yard walls so that they are not readily visible from any road and/or other properties.

## **14 COMMERCIAL ACTIVITIES**

14.1 The HOA is entitled to regulate all commercial activities on the Estate.

14.2 No trading, business or any commercial activity of any nature may be conducted by an owner or tenant without prior written consent from the HOA. Application for permission to conduct trading, business or any commercial activity must:

14.2.1 Be in writing by the owner of the property on which such activity is intended.

14.2.2 Be specific as to the activities intended.

14.2.3 Provide an estimate of the number of clients, customers, associates, and others that will be attending the property of that owner.

14.2.4 Provide an estimate of the number of vehicles that will be entering the Estate.

14.2.5 Provide details regarding any potential nuisance or inconvenience that may result from such activities, including any visual, auditory, or odorous effects on the Estate in general or any residents.

14.3 After review of such an application, the HOA may grant permission in writing, with or without conditions it considers reasonable OR decline the application in writing, with reasons and with the understanding that permission will not be unreasonably withheld.

14.4 Notwithstanding the above, the operation of a guesthouse or any other form of holiday or short-term accommodation is strictly prohibited.

14.5 No advertising board or signs, including business signage of any nature, may be displayed.

14.6 No door-to-door canvassing and/or selling is permitted.

## **15 BUILDING AND CONSTRUCTION**

15.1 The provisions of the Constitution relating to the construction of buildings shall apply.

15.2 No building, alterations and/or additions shall take place, unless the conditions as set out in the *Architectural and Aesthetic Rules and Guidelines* have been met and the plans, specifications and construction comply with those guidelines.

- 15.3 The appointment of a building contractor is subject to the prior written approval of the HOA, which may be granted with any conditions the HOA in its sole but reasonable discretion deems appropriate. Approval will not be unreasonably withheld.
- 15.4 Wendy houses and any similar sheds or storage facilities or constructions are subject to approval by the HOA.
- 15.5 If the *Architectural and Aesthetic Rules and Guidelines* are vague and/or incomplete and/or if any dispute arises about the interpretation thereof, the matter shall be referred to the supervisory architect or his nominated stand-in.
- 15.6 The HOA shall be entitled to direct an owner to affect maintenance work on his home, should the HOA deem such maintenance necessary.
- 15.7 Approval for building or construction may be withheld if ...
  - 15.7.1 The building contractor is a non-rehabilitated insolvent.
  - 15.7.2 The building contractor failed to fully complete an earlier building project to the satisfaction of the owner and/or the HOA.
  - 15.7.3 The building contractor failed to adhere to any rules of the Estate and/or the HOA during an earlier building project on the Estate.
  - 15.7.4 The building contractor failed to comply with all financial obligations imposed by the HOA during, or after, an earlier building project on the Estate.
- 15.8 A building contractor is required to sign a *Building Contractor's Conduct Agreement*. No building contractor will be allowed to undertake any building work on the Estate until such an Agreement has been signed.
- 15.9 When repainting the exterior of a home, the colour scheme must be approved by the HOA beforehand. Repainting the outside of a home must be done within one month.

## **16 POOLS AND GARDENS**

- 16.1 Swimming pools must meet all requirements as prescribed by the HOA.
- 16.2 Pool waste water may not be dumped onto surrounding properties.
- 16.3 Only indigenous plants may be planted or grown on private properties and these should, where available, only be plants endemic to the region.
- 16.4 Non-indigenous plants are not allowed in gardens or on private properties outside houses and the planting or growing of invasive plants is strictly prohibited.

## **17 FIRE AND HAZARDOUS MATERIALS**

No person shall bring, or permit anyone to bring, any substances onto the Estate or allow the storage of any substances, which may constitute a fire hazard or a threat to the health of any resident or other person or which may result in contamination of the Estate.

## 18 DOMESTIC WASTE AND WASTE DISPOSAL

18.1 All domestic, recyclable, and garden refuse shall be kept in separate suitable containers, which must not be visible from any road or public area.

18.2 In summary: The municipal requirements regarding refuse are as follows:

18.2.1 **Domestic refuse** must be placed in the *black bags* next to the road opposite your residence by 07:00 on Mondays, from where the municipality will collect it.

18.2.2 **Recyclable refuse** must be placed in the *blue bags* and taken to one of the recycle areas located next to the gates, from where a private contractor will collect it.  
Please note: **Nothing else** may be dumped in these two areas.

18.2.3 **Garden refuse** must be placed in the *green bags* next to the road opposite your residence by 12:00 on Mondays, from where a private contractor will collect it.

18.2.4 **Composting, bulky-, and hazardous waste** are dealt with in the last two columns.

If a Monday is a public holiday, the refuse will be collected the following day or on a day specified by the municipality. This diagram outlines the classification of refuse.



## WASTE SEPARATION AT SOURCE

The Mossel Bay Municipality introduced a three-bag system from 1 July 2018 to encourage the sorting waste at source in order to reduce landfill waste. Refuse bags are distributed once a quarter and each household receives 39 bags per distribution, namely 13 black, 13 blue and 13 green bags. All three bags must be placed out on the morning of the collection before 07:00. Black bags containing general waste are collected by the municipal refuse truck, while blue and green bags are collected by municipal service providers. The community is encouraged to use the bags as stated below. We also pledge the community to consider composting of green and organic waste as well as to dispose bulky and household hazardous waste at the transfer stations at KwaNonqaba and Sonskynvallei.

BLACK	BLUE	GREEN	HOUSEHOLD COMPOSTING	BULKY WASTE AND HOUSEHOLD HAZARDOUS WASTE
All non-recyclable waste	Recyclable waste	Garden refuse	Composting	Transfer Station
				
Content	Content	Content	Content	Types of waste
<ul style="list-style-type: none"> <li>✓ Domestic waste not recyclable</li> </ul>	<ul style="list-style-type: none"> <li>✓ Cardboard</li> <li>✓ Glass</li> <li>✓ Paper</li> <li>✓ Tins and metal</li> <li>✓ Plastic</li> <li>✓ Empty aerosol cans</li> <li>✓ Paper packaging that contained liquid (e.g. milk cartons)</li> </ul>	<ul style="list-style-type: none"> <li>✓ Grass</li> <li>✓ Leaves</li> <li>✓ Branches to be broken into smaller pieces</li> <li>✓ Bundled branches will also be removed</li> </ul>	<ul style="list-style-type: none"> <li>✓ Hair and fur</li> <li>✓ Shredded paper</li> <li>✓ Straw and hay</li> <li>✓ Animal bedding and sawdust</li> <li>✓ Crushed egg shells</li> <li>✓ Grass and plant cuttings</li> <li>✓ Raw fruit and vegetable trimmings</li> <li>✓ Teabags and coffee granules</li> <li>✓ Horse manure</li> </ul>	<ul style="list-style-type: none"> <li>✓ Motor oil, oil filters, brake fluid</li> <li>✓ Used antifreeze</li> <li>✓ Paint, paint thinner, turpentine</li> <li>✓ Pesticides or herbicides</li> <li>✓ Household batteries</li> <li>✓ CRTs, old TVs, miscellaneous electronics</li> <li>✓ Tyres</li> <li>✓ Fluorescent tubes and globes</li> <li>✓ Printer cartridges</li> </ul>

## 19 APPLICATION AND ENFORCEMENT OF RULES

19.1 In general, where no specific clauses of the Rules are applicable, the HOA reserves the right to make new rules, as they reasonably may deem necessary.

19.2 For purposes of the enforcement of any of the Rules, the HOA may:

19.2.1 Take or arrange to take such steps as they may consider necessary to remedy the breach of the Rules of which an owner may be guilty, and debit the cost of so doing to the owner concerned, which shall then be deemed to be a debt owing by that owner to the HOA;

19.2.2 Take such other action, including court proceedings, as it may deem fit.

19.3 In the event of breach of any Rules by any owner's tenants or guests, such breach shall be deemed to have been committed by the owner. The HOA may take such steps against the person committing the breach as they may deem fit.

- 19.4 If an owner disputes the fact that he has committed a breach of any Rule aforesaid, a committee of three owners, appointed by the chairman of the Trustee Committee, shall adjudicate upon the issue as the chairman may direct.
- 19.5 The HOA Management may enforce the provisions of the Rules in a court of jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

## **20 FINES AND PENALTIES**

- 20.1 The HOA shall investigate written complaints from owners relating to the behaviour and/or conduct of other residents and persons on the Estate and shall take such steps with regard thereto as it may deem fit.
- 20.2 When complaints are received, the HOA shall be entitled to investigate the conduct of any person or persons and to take such action as it may deem fit.
- 20.3 If any person contravenes any of the provisions of the Rules or any conditions imposed by, or directives given by, the HOA in terms of the Rules, the HOA shall be entitled to impose fines up to twenty thousand rand (R20 000) per contravention.
- 20.4 If the person that contravened the Rules is a guest, tenant or other invitee or resident of an owner, the owner will be held liable for payment of the fine.
- 20.5 Any fine imposed on an owner or his tenant, guest, other invitee or resident of an owner, shall be deemed to be a debt due and payable on demand to the HOA by that owner.

## **21 INDEMNITY**

- 21.1 All vehicles in the Estate are driven or parked at the risk of the vehicle's owner or driver.
- 21.2 All persons entering the Estate do so entirely at their own risk. Such persons agree and acknowledge that they waive and abandon any claims whatsoever and however arising against the Estate, the HOA, its Trustees, employees, agents, and/or contractors arising out of their presence on the Estate.
- 21.3 Anyone that enters the Estate, indemnify and hold the Estate, HOA, Trustees, employees, agents, and/or contractors harmless from all liability against any claim that may arise from the custody of, or damage to, any property on the Estate OR as result of the death of, or any injury or loss, to any person entering the Estate.