



Village on Sea Homeowners' Association

House Rules

May 2026

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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 of our Eco Estate. 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, visitors and contractors. Accordingly, residents are not only bound, but also protected by the Rules.
- 1.2 Every owner is responsible to ensure that all their invitees (including, but not limited to, guests and tenants) are fully aware of and abide by the Rules.
- 1.3 The Rules are administered and enforced by the Management on behalf of the HOA.
- 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 in breach of these Rules and will be liable for payment of fines or penalties as provided for in Section 21 hereof read with the Constitution, as may be determined and imposed by the Trustees in their discretion.
- 1.5 [Duplicated 23]
These Rules are additional to and not intended to amend applicable Bylaws and Regulations of the Municipality of Mossel Bay.

2. INTERPRETATION

- 2.1 In these Rules, unless inconsistent with or otherwise indicated by the context, these words will have the following meaning:
 - "the Association"** - The Village on Sea Home Owners' Association (HOA).
 - "the Constitution"** - The Constitution of the Village on Sea HOA.
 - "the Management"** - The Trustee committee of the HOA.
 - "Owner"** - The person holding legal title of a plot (erf) forming part of the Estate and by extension a member of the HOA.
 - "Resident"** - Any person who resides at the Estate, which includes owners and their families, guests, and tenants.
 - "the Rules"** - House Rules as contained in this document.
 - "Vehicle"** - Any form of conveyance, whether self-propelled or drawn by mechanical, animal, or human means.
 - "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 genders.
- 2.5 The words and phrases defined in the Constitution bear corresponding meanings therein.
- 2.6 The clause headings in the Rules have been inserted for convenience only.
- 2.7 Words and expressions defined in any sub-clause shall bear the meaning assigned to such words and expressions in that sub-clause.

- 2.8 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.
- 2.9 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 Constitution and the laws 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 day and night, 7 days a week, as well as with camera equipment. 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** will enter and leave the Estate as before. 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** 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** are entities who provide regular services to residents inside the estate, such as garden services, the estate electrician and -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** will each be issued a **Yellow ID Tag** with their photo when they enter the estate.
 - 3.1.5 **Building 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 security ID tags is to enable residents and security staff to identify anyone who is not on file and/or who should not be inside the estate. If someone is seen anywhere 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 no longer has a security officer to monitor the entry and exit of vehicles. 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 for the gate to fully close 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 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 Where the security staff are of the opinion that allowing access 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 Village on Sea or 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, the 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 to any owner, 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/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 repair the damage and return the common property to its former status.
 - 5.3.3 Dog owners are required to leave their contact information or that of another responsible person with a neighbour, should they go away.
- 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. The following details must be provided for each cat:
 - 5.4.1 The name, ID number, address, phone number and e-mail address of the owner.
 - 5.4.2 The name to which the cat reacts.
 - 5.4.3 A written description and colour photo of the cat.
 - 5.4.4 The cat must be easily identifiable by collar and name tag.

- 5.4.5 Proof of vaccination of the cat where such vaccination is legally required.
- 5.4.6 A picture or description of the tag by which the cat can be identified.
- 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 of nuisance attributable to pets or other animals are received, but subject to and without prejudice of the resident's effort to resolve the matter internally ...
 - 5.7.1 The HOA may send a letter to the offending owner, informing him/her of the non-compliance and/or complaint and ask such owner to comply with the Rules.
 - 5.7.2 If the purported non-compliance persists, the HOA will investigate the matter further and, if *prima facie* evidence of non-compliance with the Rules is found, the HOA will inform the owner to appear at a disciplinary hearing.
 - 5.7.3 If the offending owner is found guilty, the HOA may require the owner to pay a fine; and/or to remove the animal from the Estate; and/or itself remove the animal from the Estate; and/or use the services of the S.P.C.A. in any regard it sees fit; and to claim all costs so incurred from the offending owner.

6. DOMESTIC WORKERS AND CONTRACTORS

- 6.1 Domestic workers and contractors must abide by the Rules and the Constitution. Residents must inform their domestic workers, contractors and any other workers about 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 twenty-four hours of such workers commencing employment.

7. VEHICLES AND SPEED LIMITS

- 7.1 No vehicle shall enter the Estate unless admitted by the guard on duty.
- 7.2 Pedestrians, runners, cyclists and wild life shall always have right of way and vehicles must slow down or stop whenever applicable to give them right of way.
- 7.3 Appropriate signage gives direction about the use of internal roads. Failure by anyone to obey the signage and give effect thereto, shall constitute a contravention of the Rules.
- 7.4 Vehicles having a gross weight of more than ten (10) tons, shall not be permitted.
- 7.5 Driving a vehicle inside the Estate should always be in a safe, careful and responsible manner, taking cognisance of the road conditions as well as other road users. No person shall

drive or ride any vehicle in a manner that would constitute an offence under the Western Cape Traffic Ordinance.

- 7.6 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.
- 7.7 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.
- 7.8 No helicopter, drone or any means of aerial conveyance may be landed anywhere on the Estate without the authority of the HOA.
- 7.9 No quad bikes are allowed within the Estate.
- 7.10 The HOA has the right to move or remove any vehicle parked dangerously or that inconveniences other persons or that contravenes these Rules or the HOA's regulations.
- 7.11 Operating a cell phone and/or exceeding the speed limits on the internal roads is strictly prohibited. Since our roads do not have pavements, everyone else, such as pedestrians, cyclists, runners and wild life, share the roads and must be considered at all times.
- 7.12 The maximum speed limit on all roads in the Estate is 40 km/hour for all private vehicles and 25 km/hour for all commercial vehicles, except where the speed is indicated as 20 km/hour around the sharp bend in Bitou street. The Trustees shall from time to time arrange for speed tests. Anyone, who exceeds the speed limit, will be liable for a fine.

8. OWNER'S VEHICLES

- 8.1 Owners will gain entry to the Estate with security discs presented on the windscreens of their vehicles.
- 8.2 Security discs will only be issued to an owner after receipt of the application form.
- 8.3 The following owner and vehicle information must be submitted with each application:
 - 8.3.1 Owner's full names, identity number, telephone number and e-mail address.
 - 8.3.2 Vehicle manufacturer, model, colour, registration number and year of manufacture.
- 8.4 A maximum of four (4) security discs per plot shall be issued.

9. THE ENVIRONMENT

- 9.1 The HOA, through the Trustee Committee, is responsible to protect and control all aspects of the environment on or about the Common Areas and the Estate as a whole, including but not limited to the management and control of fauna and flora.
- 9.2 All residents, workers, tenants, and visitors shall adhere to the Estate's Environmental Management Plan.
- 9.3 No person shall do, or omit to do, anything that may have a detrimental effect on the environment or that may unreasonably interfere with the use and enjoyment of common areas by residents and their guests.
- 9.4 No person may disturb the natural habitat of the bird life, buck or any fauna and flora.
- 9.5 Camping and picnicking anywhere on the common area of the Estate is strictly prohibited.

- 9.6 Fires may not be lit on common areas and private erven, other than in properly constructed braai/fireplaces designed for that purpose.
- 9.7 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.
- 9.8 No person shall pick or plant any flowers or plants on the common areas of the Estate.
- 9.9 The HOA shall be entitled to prohibit or restrict access to any part of the Estate to preserve the natural fauna and flora or for any other reasonable reason.
- 9.10 No person shall discharge a firearm, air-rifle, crossbow or similar weapon or device on the Estate, other than in self-defence.
- 9.11 Hunting and trapping of birds and animals in any manner is strictly prohibited.
- 9.12 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 create an unsightly image or 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.
- 11.2 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.
- 11.3 Since 2026, the municipality regards sub-letting of properties as a change in the original ownership. If an owner intends to sub-let a property, the property must be re-classified as a rental property, to which different rules and tax rates apply.
- 11.4 An Owner, who intends to let property (lessor), shall notify the HOA in writing prior to signing any lease agreement.
 - 11.4.1 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.
 - 11.4.2 Once all relevant procedures have been adhered to, the HOA will grant written approval for letting.
 - 11.4.3 No letting will be allowed under any circumstances without prior written approval by the HOA, which will not be unreasonably withheld.

- 11.4.4 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.
- 11.4.5 Any lease agreement must be in writing and shall be for a minimum period of six months. No shorter-term leases are allowed, except occupancy leases in conjunction with a transfer of property.
- 11.4.6 Any lease agreement shall contain a clause in which the tenant acknowledges and agrees that the Rules are binding upon him/her and that the Rules are enforceable against him/her by the HOA.
- 11.5 Owners shall give the HOA prior written notice of any tenants or guests that are to occupy the owner's residence in the absence of that owner.
- 11.6 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/she is acquainted with the Rules and acknowledges that the Rules are binding on him/her.
- 11.7 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, whose details are on the last page of this document.
- 11.8 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 tenant, guest, employee, or other invitee access to the Estate.
- 11.9 For a tenant to be issued with vehicle security discs, the owner of the property must provide the following information of the tenant:
 - 11.9.1 Owner's name, identity number, contact details and postal address.
 - 11.9.2 Tenant's name, identity number, contact details and physical address.
 - 11.9.3 Vehicle type, model, year of manufacture, colour, and registration number.
- 11.10 Tenants are limited to one family of no more than six persons per plot.
- 11.11 Complaints regarding tenants shall not be addressed to tenants, but instead the relevant owner will be contacted directly.

12. ESTATE AGENTS

- 12.1 No estate agent may market a property within the Estate without a signed mandate by the owner. The mandate must show all the owner's particulars.
- 12.2 Estate agents shall be allowed entry to the Estate after presentation of the mandate and completing the visitors access procedure.
- 12.3 Estate agents shall provide the security officer with their personal business cards.
- 12.4 No advertising boards or 'For Sale' signs may be displayed within the Estate.
- 12.5 Prospective buyers must be accompanied by an estate agent when viewing marketed properties and must enter the Estate in one vehicle.
- 12.6 If a specific property is being marketed by Estate Agents, the Agents may only take pictures of that property if they have obtained prior written approval from the HOA. Drones may only be used by registered, approved drone operators, who must undertake in writing to respect the privacy of all residents and properties when taking pictures and otherwise comply with the applicable regulations on drones, as referred to below in Section 13.1.10.

- 12.7 Estate Agents must be made aware of the fact that, pursuant to the Constitution, no home owner will be entitled to sell and transfer his property in the Estate, without the written approval and clearance of the HOA.

13. CONDUCT

- 13.1 No persons shall make or cause to make any undue disturbance or noise or do 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 or otherwise used, 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 undertaken by a contractor or a resident, must be done during the hours stipulated by the HOA for building contractors, unless the HOA gives written 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 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://villageonsea.co.za/wp-content/uploads/2024/08/Hobbyist-Drones.pdf>

- 13.2 No unauthorized persons are allowed on plots where building operations are underway.
- 13.3 No washing of any nature may be placed to dry except in areas 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.

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.

- 13.4 If a resident has a disagreement with, or a complaint regarding the conduct of a neighbour or other resident, that resident must use reasonable efforts to resolve the issue face-to-face. Experience has shown that this is the most effective way to address and resolve neighbourly issues. Only if the issue cannot be resolved amicably, despite actual internal

efforts, should the matter be escalated in writing to the trustees via Status-Mark, whose contact details are on the last page.

14. COMMERCIAL ACTIVITIES

- 14.1 Village on Sea is an eco-residential estate and 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.
- 14.3 Application for permission to conduct trading, business or any commercial activity must:
 - 14.3.1 Be done in writing by the owner of the property on which such activity is intended, and not on behalf of a tenant.
 - 14.3.2 Be specific as to the activities intended.
 - 14.3.3 Provide an estimate of the number of clients, customers, associates, and others that will be visiting the property of the owner applying for permission to conduct trading, business, or commercial activity.
 - 14.3.4 Provide an estimate of the number of vehicles that will be entering the Estate and the frequency of such entering.
 - 14.3.5 Provide details regarding any potential nuisance or inconvenience that may result from such trading, business, or commercial activities, including any visual, auditory, or odorous effects on the Estate in general or any residents.
- 14.4 After review of such an application, the HOA may:
 - 14.4.1 Grant permission in writing, with or without the addition of any conditions it considers to be reasonable.
 - 14.4.2 Decline the application in writing, with reasons why the application was denied and with the understanding that permission will not be unreasonably withheld.
- 14.5 Notwithstanding the above, the operation of a guesthouse or any other form of holiday or short-term accommodation is strictly prohibited.
- 14.6 No advertising board or signs, including business signage of any nature, may be displayed.
- 14.7 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, read with the Architectural and Aesthetic Rules and Guidelines (as may be amended from time to time).
- 15.2 No building, alterations and/or additions shall be erected on the Estate unless the sketch plan submission requirements as set out in the Architectural Guidelines have been met and the plans, specifications and construction comply with the Architectural 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 Guidelines are vague and/or incomplete and/or if any dispute arises about the interpretation of the Architectural Guidelines, the matter shall be determined by the supervisory architect (acting through the Management and, failing this for any reason, by such other architects as may be nominated by the HOA.
- 15.6 The HOA shall be entitled to direct a relevant owner to affect maintenance work on his/her home, should the HOA deem such maintenance necessary.
- 15.7 Approval in terms of clause 14.3. may be withheld when:
 - 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.
 - 15.7.5 The HOA is of the opinion that the building contractor is or will not be able or willing to fully complete the building or any associated obligations.
- 15.8 Every building contractor is required to abide by the rules and regulations of the HOA controlling construction activities and to sign the prescribed Contractors Conduct Agreement and other undertaking as may be determined by the HOA. A building contractor will not be allowed to undertake any building work on the Estate until the undertakings have been given.
- 15.9 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof, will be denied access to the Estate.
- 15.10 When repainting the exterior of a home, the colour scheme must be approved by the HOA prior to commencement of any paint work. Repainting the exterior of a home must be concluded within one month.

16. GARDENS AND POOLS

- 16.1 All gardens and pools must be maintained to the standards required by the HOA. Should these standards not be adhered to, the HOA shall take such steps as it may deem necessary to ensure that the required standards are adhered to.
- 16.2 Only indigenous plants may be planted or grown on private properties in the Estate and these should, where available, only be plants endemic to the region.
- 16.3 Non-indigenous plants are not allowed in gardens or on private properties outside houses and the planting or growing of invasive plants are strictly prohibited.
- 16.4 Swimming pools must meet all requirements as prescribed by the HOA.
- 16.5 Waste water from swimming pools may not be dumped onto surrounding properties, whether private or community property of the Estate.

17. FIRE AND HAZARDOUS MATERIALS

The Estate, with its large fynbos common area is highly sensitive, especially during dry and hot seasons. As part of the HOA safety measures and contingency plans, the Estate is a member of the Southern Cape Fire Prevention Association (<https://scfpa.co.za/>), who assists the Estate with

specialized advice and guidance. All Residents must familiarize themselves with the Disaster and Emergency Preparedness Guidelines and Response Plans (which you can find here:

<https://villageonseaco.za/wp-content/uploads/2024/01/VoS-Disaster-and-Response-Plan-January-2024.pdf>).

Without prejudice to residents' responsibilities, 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. Furthermore, residents must adhere to specific "no fire" directions as the Trustees may issue from time to time, if needed and advisable.

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 Every three months the municipality delivers a package, containing 13 black, 13 blue, and 13 green bags to each household. Residents must comply with the municipal rules regarding the disposal and collection of refuse, which is 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.

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

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.

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.

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

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

The outline on the next page, issued by the Municipality, shows the classification of waste.



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

19. APPLICATION OF RULES

- 19.1 In general, where no specific clauses of the Rules are applicable, the HOA reserves the right to enhance, amend or make new rules, as they reasonably deem necessary in the interests of residents.
- 19.2 All references in the Rules to the HOA will mean the Homeowners' Association of Village on Sea or, where applicable, the Management acting on behalf of the HOA.

20. ENFORCEMENT OF RULES

- 20.1 For purposes of the enforcement of any of the Rules, the Management may:
- 20.1.1 Take or arrange to take such steps as they may consider necessary to remedy the breach of the Rules of which the owner may be guilty, and debit the cost of so doing to the owner concerned levy account, which amount shall then be deemed to be a debt owing by that owner to the HOA;

- 20.1.2 Take such other action, including court proceedings, as it may deem fit.
- 20.2 In the event of any breach of the Rules by any owner's tenants or guests, such breach shall be deemed to have been committed by the owner, but without prejudice to the foregoing, the HOA may take or cause to be taken such steps against the person committing the breach as they may deem fit.
- 20.3 If any owner disputes the fact that he has committed a breach of any of the Rules aforesaid, a committee of three owners, appointed by the chairman of the Trustee Committee, shall adjudicate upon the issue as the chairman may direct.
- 20.4 Notwithstanding the foregoing, the Management may in the name of the HOA enforce the provisions of the Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

21. FINES AND PENALTIES

- 21.1 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.
- 21.2 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.
- 21.3 If any person contravenes or fails to comply with 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.
- 21.4 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.
- 21.5 Any fine imposed on an owner and/or his tenant, guest or other invitee or resident of an owner, shall be deemed to be a debt due and payable on demand to the HOA by the owner concerned.
- 21.6 These provisions of section 21 are without prejudice to any other rights or remedies that the HOA may have in terms of the Constitution and/or at law.

22. INDEMNITY

- 22.1 All vehicles, driven or parked in the Estate, are at the risk of the vehicle's owner or driver.
- 22.2 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.
- 22.3 All persons, that enter the Estate, indemnify and hold the Estate, the HOA, its Trustees, employees, agents, and/or contractors harmless from all liability against any claim that may arise
- 22.3.1 from the custody of, or damage to, any property on the Estate.
- 22.3.2 as result of the death of, or any injury or loss, to any person entering the Estate.
- 22.3.3 by third parties or their dependents arising from the death of, or any injury to, such persons.

This waiver and indemnity include death, injury, damage to or loss of any property whatsoever and is effective whether caused directly or indirectly, wholly or in part by any negligent act or any negligent omission on the part of the Estate, the HOA, its Trustees, employees, agents, and/or contractors.

23. COMMUNICATION

All communication with the HOA, Trustees, and Estate, which include applications, complaints, requests, notices, or any other form of communication in terms of the Rules or otherwise, are to be sent if so prescribed or allowed, to the Managing Agent, Status-Mark at ...

- Physical Address: 11 Meyer Street, Mossel Bay
- Postal Address: P.O. Box 567, Mossel Bay 6500
- Telephone: 044 691-3054.
- Email address: status11@status-mark.co.za
lize@status-mark.co.za

for the Managing Agent, HOA Trustees, or Estate Supervisor to attend to.