

**PEARL VALLEY SIGNATURE GOLF ESTATE AND SPA**

**ESTATE RULES  
AND REGULATIONS**

**SEPTEMBER 2007**

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## ESTATE RULES

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#### HOME OWNERS' ASSOCIATION

#### 1. INTRODUCTION

- 1.1 Owners and occupiers of properties in Pearl Valley Signature Golf Estate and Spa enjoy a unique lifestyle in an environmentally rich countryside surrounded by mountains and water.
- 1.2 Estate living does however call for certain restraints and owners and occupiers must at all times consider the rights and privileges of other owners and occupiers.
- 1.3 The Estate Rules are for the protection and reinforcement of this lifestyle and your capital investment.

#### 2. LEGAL STATUS

- 2.1 These rules have been established by the Trustees in terms of the Constitution of the Pearl Valley Signature Golf Estate and Spa Home Owners' Association ("HOA").
- 2.2 All owners, occupiers and entrants to the Estate are obliged to comply with these Estate rules.
- 2.3 The registered owner or occupier of every property within the Estate ("the owner") is responsible for ensuring that all members of his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and any person rendering a service to the Owner also comply with the Estate rules.
- 2.4 The Trustees shall have the right, in the event of a breach of a rule by an owner, his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and persons rendering a service to the Owner, to take such action against the defaulting owner as they deem fit on behalf of the HOA, including but not limited to :
  - 2.4.1 Giving notice to the owner concerned requiring him to remedy such breach within such period as the Trustees may determine; and/or
  - 2.4.2 Taking such steps as they may consider necessary to remedy the breach at the cost of the defaulting owner;; and/or
  - 2.4.3 Taking such other action as they deem necessary and which action may include the imposition of a fine, or proceedings in court.

### **3. AMENDMENTS**

- 3.1 Particularly in a developing estate, rules will need to be added to, amended or repealed in accordance with evolving needs of owners and the estate.
- 3.2 These rules are therefore subject to change from time to time, and the Trustees shall endeavour to add to, amend or repeal the rules as deemed necessary in order to protect the interests of the Developer, the HOA, the owners and the integrity of the Estate as a whole.

### **4. GENERAL CONDUCT**

In order to preserve and enhance the residential ambience and lifestyle within the Estate, all owners shall at all times behave and conduct themselves in a considerate, reasonable and civilized manner, and shall in particular avoid causing inconvenience or nuisance to other owners.

### **5. SECURITY AND PROTECTION**

- 5.1 Security is an important feature of the Estate and owners and their visitors must at all times assist and comply with the security systems and procedures implemented on the Estate, particularly with regard to access control.
- 5.2 The perimeter security, patrols and access controls serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate.
- 5.3 Owners and their visitors and employees must adhere to security procedures and respect the security personnel's role. Security guards may under no circumstances be abused or obstructed from performing their functions.
- 5.4 The guardhouse has a panic/burglar alarm receiver for those who have installed their own compatible system.
- 5.5 Visitors must register at the entrance gate and complete the required form prior to access.
- 5.6 Owners are permitted to employ their own domestic assistants, butlers, au-pairs, chauffeurs and chefs (collectively referred to as "domestic staff"). All domestic staff must be registered with security and shall carry the issued identification badge at all times while on the Estate save when they are on the property where they are employed.

### **6. ROADS AND TRAFFIC**

- 6.1 Extreme care must be taken by drivers when driving on the Estate. Golfers and pedestrians will be crossing the streets at designated points and drivers should approach these with caution. Golfers and pedestrians have the right of way. All intersections are to be regarded as being controlled by a 4-way yield sign, unless otherwise posted with stop signs.
- 6.2 The speed limit is 40km/hour, and the provisions of the National Road Traffic Act of 1996 read with the National Road Traffic Regulations of 1999 shall apply where the Trustees deem appropriate, as if the roads within the Estate were public roads.

- 6.3 A maximum loading of 6 tons per axle is permitted in and on the Estate roads.
- 6.4 Owners' cars should be parked in garages, and visitors' cars should be confined to an owner's property and sidewalk, and should not obstruct road traffic.
- 6.5 Revving of motorbikes, cars or other engines should be restricted to the absolute minimum and no repairs or reconditioning of the aforesaid is permitted on any road or in private areas.
- 6.6 All Motorbikes and quad bikes must be registered with security, whereafter their owners will receive a written concession allowing them entry onto the Estate. The Trustees reserve the right in their sole and absolute discretion to withdraw the aforementioned concession, in which event the motorcycle or quad bike in question will be denied entry onto the Estate.
- 6.7 Motorbikes and quad bikes that are duly registered and in respect of which a written concession has been issued may not drive around the Estate at any time, except for the purposes of arrival or departure to and from the Estate.
- 6.8 Golf carts must be driven responsibly and may only be driven by a person who is 16 years of age or older. At no time may a golf cart be driven carrying more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the Estate will be the sole responsibility of such driver and the registered owner of the privately owned golf cart.
- 6.9 More specific and detailed rules for roads and traffic will be established from time to time.

## **7. AIRCRAFT LANDING**

Micro-light planes are not permitted to land in the Estate or on the Golf Course. It is planned that helicopters will use a designated helipad, subject to Aviation Authority procedures, and consent by the HOA.

## **8. LANDSCAPING AND PROPERTY MAINTENANCE**

- 8.1 All horticultural and landscape aspects of the Estate including sidewalks, traffic islands and private areas will be managed by the HOA.
- 8.2 Gardens of individual properties will be maintained by the HOA. This includes grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants. There is no provision for supplementary planting or tree removal.
- 8.3 Owners are obligated to establish and complete their gardens, to the required standard, within 3 months from the time that they cease to pay the monthly builders levy. i.e within 3 months of the completion of the dwelling.
- 8.4 Owners are responsible for the maintenance and upkeep of their own garden irrigation systems.
- 8.5 Although the HOA maintains gardens, an owner is permitted to improve and supplement planting to his property within his property's boundaries (i.e. not on

the sidewalk or on the Golf Course). Such plantings must be approved by the HOA prior to them being planted.

- 8.6 In order to create the desired continuity of landscaping, all landscaping must be approved by the HOA.
- 8.7 An owner must maintain all aspects relating to the exterior of his house, including but not necessarily limited to painted surfaces, fencing, pools and paving, at a level of upkeep, neatness and tidiness to the satisfaction of the HOA.

## **9. PROPERTY APPEARANCE**

- 9.1 The planning concept for Pearl Valley is one of openness and visual transparency. Garden areas on both street and golf course sides of any house are therefore open to viewing, and must be kept clear and uncluttered.
- 9.2 The storage of materials, wendy-houses, tool sheds, boats, windsurfers, trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools and any other unsightly objects are not permitted in gardens or driveways. In particular, but without limiting the generality of the aforementioned, an owner shall not hang any flag, washing or laundry or any other items that are visible from the road or the golf course, or over any boundary fence.
- 9.3 Owners are encouraged to keep their garage doors closed whenever possible in the interests of the general appearance of the Estate.
- 9.4 Fixtures and other items such as wash lines, air-conditioning ducts and units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators, kennels, etc should be sited as discretely and out of view as possible, screened where possible, and may only be installed subject to prior written approval of HOA.
- 9.5 In the interests of all owners, each owner is required to carry sufficient building insurance cover for their house in order that any major mishap may be repaired and made good.

## **10. ESTATE APPEARANCE**

- 10.1 Owners are requested to leave the private areas in a clean and acceptable condition, and to conscientiously dispose of any litter wheresoever same may be found.
- 10.2 No trees or plants in private areas may be damaged or removed.
- 10.3 Swimming pool water must be discharged into a sewer drain, and not into any storm water pipe or drain.
- 10.4 Certain dams may be designated for fishing, from time to time. Under no circumstances may any person swim, boat or indulge in any other activity of whatsoever nature in or on any of the Estate's dams, lakes or waterways.
- 10.5 No fires, braaiing or barbecuing is permitted except on an owner's property or in designated areas.

## 11. ANIMALS AND PETS

- 11.1 Pets are permitted at the discretion and with written consent of the HOA. Such consent may be withdrawn at any time, without reason, justification or liability. An owner of a pet shall be obliged to immediately remove such pet from the Estate in the event that such pet causes a nuisance, is not controlled on a leash, or displays aggressive behaviour.
- 11.2 In light of neighbour proximity and the openness of gardens, cats and dogs need to be strictly controlled by owners, both on and off their property.
- 11.3 Every cat and dog must be registered and wear a tag displaying the owner's name and stand number. Dogs must be controlled on a leash in all private areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers or pets. Dog excrement must be immediately removed by an owner.
- 11.4 Dogs are strictly forbidden on the Golf Course and in the Estate dams.
- 11.5 At all times, and particularly at night, pets must not create a disturbance or a nuisance, and should not be left unattended.
- 11.6 The natural fauna on the Estate is to be protected and must not be chased or attacked by pets.

## 12. NEIGHBOUR RELATIONS

- 12.1 Noise levels must always be kept to a minimum.
- 12.2 The volume of TV, music, radios, partying, children and power tools, etc, must be moderated in consideration of other owners. It must also be understood that the HOA and its Trustees, the Developer and its agents, are not responsible for "instant policing" of such problems. Neighbours and security must be notified of imminent parties or social activities, and all owners must conform to moderate restraints.
- 12.3 No business activity or hobby which causes aggravation or nuisance to other owners, may be conducted at Pearl Valley. Save and except for domestic staff, no staff that require daily access to the Estate may be employed by owners.
- 12.4 No activities are permitted in the private areas if they cause unreasonable nuisance to other owners.
- 12.5 Owners are reminded that their conduct at all times is governed, in any event, by the Drakenstein Municipality by-laws which include the following :

*"21(1) No persons shall disturb the public peace in a street or public place, or on private premises by making noises or causing them to be made by shouting, quarrelling, fighting, singing or playing any type of musical or noise-creating instrument or gramophone, or by means of a radio, loud speaker or similar device, or by riotous, violent or immoral behaviour.*

*21(2) No persons shall, except with the written permission of the Assistant Chief protection Services, discharge any fireworks within the municipal boundaries of the council or allow such fireworks to be discharged".*

12.6 No fireworks of any kind are permitted on the Estate.

### **13. REFUSE**

13.1 A refuse removal service is provided on a weekly basis. Information of the times and days and method of removal will be provided.

13.2 No refuse, garden spoil, or rubble may be dumped on vacant stands.

13.3 All refuse must be stored in bins and out of sight from the road and Golf Course.

13.4 Refuse bins may only be put out on the road verge on day of collection and must be removed on the same day.

### **14. SWIMMING POOLS**

14.1 Swimming pools present an obvious danger to young children, but with many dams, lakes and water features openly accessible, it is recommended that parents take responsibility for their children and fence their property.

According to the National Building Regulations :

*"The owner of any site which contains a swimming pool or swimming bath shall ensure by means of a wall or fence that no person can have access to such pool or bath from any street or public place or any adjoining site other than through a self-closing and self-latching gate with provision for locking in such wall or fence: Provided that where any building forms part of such wall or fence, access may be through such building.*

*Such wall or fence and any such gate therein shall be not less than 1.2m high measured from the ground level, and shall not contain any opening which will permit the passage of a 100mm diameter ball".*

14.2 Plans for swimming pools must be submitted and approved by the HOA and Council, as per any other external building works, before work may commence.

14.3 More specific and detailed rules for the planning and construction of swimming pools will be incorporated within the Architectural and Building Rules to be established from time to time.

### **15. GOLF COURSE**

15.1 The Club will manage and control all aspects of golf, sport, recreation and social activities of its members, including the clubhouse and recreational facilities.

15.2 Although the Golf Course is a major added-value aspect of every owner's property, it is a separately owned, private property. Limited access is allowed to the Golf Course for those not officially playing golf, by consent of the owner of the Golf Course and the Club, confined to :

15.2.1 After hours, when play on that part of the Golf Course is completed; and

- 15.2.2 Walkers and joggers whose activities are restricted to the cart and other designated paths and the fringes of the Golf Course.
- 15.3 The owner of the Golf Course shall further be entitled to make rules relating to the recovery of golf balls from an owner's property, the driving of carts, machinery and equipment necessary for playing golf and the maintenance and irrigation of the Golf Course, including at night. All owners will be bound to observe such rules.
- 15.4 No games and sports, save for golf, are permitted on the Golf Course. No picnicking or braaiing is allowed on the Golf Course.
- 15.5 No private carts are allowed on the Golf Course unless used for the purpose of playing golf. No vehicles are allowed on the Golf Course at any time, save and except when used for authorized maintenance or sales promotional purposes. Golf carts must be registered and annual "trail fees" paid.
- 15.6 The retrieval of golf balls from any lakes and water features shall be the sole entitlement of the Club. Owners are not permitted to recover golf balls from the lakes and water features.
- 15.7 Owners shall not hinder or unreasonably disturb golfers whilst playing.
- 15.8 The owner of the Golf Course, its directors, officers, employees or contractors shall not be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part hereof arising from the flight of golf balls or from any other cause whatsoever relating to the use of the Golf Course.
- 15.9 No motorcycling or rollerblading will be allowed on the Golf Course, cart paths and other paths designated for golf carts.
- 15.10 The practicing of golf on the Golf Course is forbidden. Golf may only be practised at the areas designated for practise purposes i.e. the driving range, the practise green(s) and practise chipping area(s).

## **16. GOLF CARTS**

- 16.1 Privately owned carts that are used to commute around the Estate are encouraged, provided they remain on the roads and are in the control of a licensed driver at all times, with no more occupants than designed for. Normal traffic regulations and considerations are applied.
- 16.2 All carts must be registered with the Club, and a registration number (your stand number) must be displayed on the golf cart.
- 16.3 Unless used for playing golf, no carts are permitted on the Golf Course.
- 16.4 Certain designated paths that cross the Golf Course, but that link parts of the Estate, are permitted for cart usage after playing hours, provided due consideration is given to pedestrians, and carts remain on the path route. This situation will be reviewed on an ongoing basis by the Club and the HOA as the Estate is built out.
- 16.5 Carts must be electric, silver in colour and in good condition. Carts that are used after sunset must have lights.

**17. WALKING, JOGGING, CYCLING, BLADING ETC**

- 17.1 Walking and jogging are obviously encouraged throughout the Estate, but only after playing hours in respect of the Golf Course
- 17.2 Cycling may only take place on the roads and in areas specifically designated for cycling. Cycling may take place on the cart paths but only after playing hours in respect of the Golf Course.
- 17.3 Roller blading, skate boarding and similar activities shall be confined to designated recreation areas.

**18. THE CLUB FACILITIES**

- 18.1 As the Club Facilities (defined as the club house, driving range, pavilions, refreshment rooms and other conveniences built and/or erected on the Estate for the general functioning of the Club and any improvements thereto) are owned, operated and managed by the Developer, the Developer shall be entitled to regulate the use of and access to the Club Facilities in its sole and absolute discretion and shall accordingly be entitled to prescribe rules governing the use of and access to the Club Facilities from time to time.
- 18.2 As such, the right of admission to the Club Facilities is strictly reserved and the Developer shall be entitled to deny access to the Club Facilities to any person it so desires. Without limiting the generality of the aforesaid, the Developer may deny access to the following persons :
  - 18.2.1 persons whose attire is perceived to be inappropriate by the Developer ;
  - 18.2.2 persons who are rowdy, use foul language and generally cause a nuisance/disturbance to other persons using the Club Facilities ;
  - 18.2.3 persons who are drunk and disorderly ;
  - 18.2.4 persons who are in arrear with payments due to the Club and/or the HOA; and
  - 18.2.5 persons whose behaviour is deemed to be not becoming of the Estate or not in the best interests of the Estate.
- 18.3 No person shall have any claim of any nature whatsoever against the Developer, the Club, nor the HOA, by reason of such person being denied access to the Club Facilities.

**19. SERVICES**

- 19.1 Save and except for the water and electricity supplier, Drakenstein Municipality and Telkom, all other completed services and roads of the Estate are privately owned by the Developer and/or the HOA, and accordingly operated and maintained by the Developer or the HOA.

- 19.2 Filling or re-filling of swimming pools must be approved by the HOA before commencement.

## **20. RE-SALES AND LETTING**

- 20.1 In order to ensure that prospective purchasers are correctly advised of their rights and obligations relative to the Estate, e.g. the obligations relative to the building period, and to avoid the proliferation of unsightly signage, owners are obliged to employ an agent appointed by the Developer (during the development period and thereafter the HOA) for re-sales and letting.
- 20.2 In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns a property in the Estate is changed or transferred, the transferor must notify the HOA forthwith of the change or transfer and with the full names and addresses of the new representatives.
- 20.3 Any lease agreement in respect of a property in the Estate must be in writing and must include an undertaking by tenant to comply with the provisions of both the Pearl Valley Golf Club Constitution (where applicable) and the HOA Constitution and the rules and regulations made and determined in accordance therewith.
- 20.4 In order to protect the integrity of the permanent residential component on the Estate and ensure exclusivity on the Estate, rental of properties at Pearl Valley shall be for the following minimum periods :

20.4.1 in respect of all residential Erven (excluding Residential Lodges) : 2 (TWO) months ; and

20.4.2 in respect of all Residential Lodges : 2 (TWO) weeks ; and

20.4.3 in respect of all Sectional Title Units : daily,

Provided that the Developer during the development period, and thereafter the HOA, on notice to all members, may relax the minimum rental periods in respect of residential Erven and Residential Lodges for the duration of any major tournament hosted by the Developer and/or the Club or for such other event/function which the Developer/the HOA may decide from time to time. The extent of such relaxation as also the period during which such relaxation shall be of force and effect shall be within the sole discretion of the Developer/the HOA.

- 20.5 All tenants must register themselves and the guests who are staying with them at security on arriving at the Estate. A copy of their written agreement of lease must also be handed in to security on arrival.

## **21. LEVY PAYMENTS**

- 21.1 Levies are payable in advance, on the 1<sup>st</sup> day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and severally.
- 21.2 In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has at law, to take such action against the defaulting owner as is contemplated in rule 2.4.

- 21.3 Owners are urged to arrange a debit order for the payment of levies in order to streamline this process. Owners should contact the Pearl Valley accounts office on 021 867 8000 to arrange this.
- 21.4 Notwithstanding the Developer/HOA's rights entrenched in clause 25 of the HOA Constitution, all Owners who :
- 21.4.1 fail to commence the construction of their dwelling by the date on which they are obligated to do so as set out in clause 25.6 of the HOA Constitution ; or
- 21.4.2 fail to complete the construction of their dwelling and the establishment and completion of their gardens (both as evidenced by the issue of the requisite certificates confirming same) within a period of 15 (fifteen) months calculated from the date on which they were obliged to have commenced the construction of their dwelling,
- shall be penalized on the following basis whilst they are in breach :
- for the first year of breach, by having their monthly HOA levy doubled with effect from the month following the month in which the breach occurs ; and
  - for the second and all subsequent years of breach, by having their monthly HOA levy tripled.

## **22. DISCLAIMER**

- 22.1 Neither the HOA, its trustees, officers, employees or contractors nor their respective agents shall be liable for any loss of life, personal injury or damage to property or any other claim of any nature whatsoever suffered by any person whilst in or on the Estate or any part thereof and from any cause howsoever arising.

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