



MOQUINI BAY HOME OWNERS ASSOCIATION NPC

ESTATE RULES

the Rules as adopted by the Board of Directors.

MOQUINI BAY HOME OWNERS ASSOCIATION NPC: RULES

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ESTATE RULES

1. INTRODUCTION AND LEGAL STATUS

- 1.1. These Rules are established for Moquini Bay, a non-profit company with voting members established in terms of the provisions of the Companies Act for the purpose of managing the affairs, good governance and orderly administration of Moquini Bay and its Members and maintaining the coastal residential estate situated on a 20 hectare plot in Suiderstrand, South Africa, hereinafter the Estate as defined.
- 1.2. In terms of the MOI, the Board is empowered to adopt, amend, repeal and enforce a set of rules in respect of those aspects as set out in the MOI and as deemed necessary to protect the characteristics, promote the interests, conduct the proper administration and good governance of Moquini Bay, and the common interests of Residents and the integrity of the Estate as a whole.
- 1.3. The powers of the Board to enforce these rules against all Members, Residents and occupiers of the Estate, and any guests, contractors or any invitees of such Members, Residents, or occupiers, include imposing a system of penalties or enforcing these Rules in a Court of competent jurisdiction or in any alternative dispute resolution mechanism.
- 1.4. The Rules are established and are enforceable in accordance with the provisions of the Companies Act and the MOI.
- 1.5. These Rules bind all Members, Residents, and occupiers of the Estate, and any guests, contractor or any invitees of such Members, Residents, or occupiers.
- 1.6. The Rules acquire interim enforceability if accepted by a resolution of the Board and are binding on all Members, Residents, or occupiers, their households, visitors and invitees in terms of the provisions of the MOI and the Companies Act. Once ratified by an ordinary resolution by Members at an Annual General Meeting of Members, the rules will obtain permanent enforceability.
- 1.7. The purpose of these Rules is to protect and advance the safety and security, the tranquil and aesthetically pleasing lifestyle that Members elected to pursue by investing in Moquini Bay.
- 1.8. Through these Rules, Moquini Bay wishes among other things to ensure acceptable and considerate behaviour by all persons at Moquini Bay, the adherence to regulated architectural, building, maintenance and environmental standards, the safety and security of Members and Residents and that Members and Residents at all times act responsibly toward the Estate and each other.
- 1.9. To sustain the aforementioned, calls for regulation and certain restraints and consideration of the rights and privileges of others therefore these Rules include the enforcement measures required and possible sanctions that may be imposed should Members, Residents or occupiers be in contravention of these Rules.

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- 1.10. Members, Residents, any of their family members, tenants, bona fide occupants, visitors, employees and contractors are requested to conduct themselves within the Estate in a friendly, polite and professional manner towards the Board, members of Management, fellow Members, Residents or occupiers as well as all security personnel appointed by the Board at all times.
- 1.11. No racist, discriminatory, offensive or defamatory allegations or any foul language will be allowed or tolerated, and any such utterance will be regarded as a breach of these Rules and will carry the sanction of a penalty to be imposed on the party that uttered the allegation or language, the penalty to be resolved upon by the Board in their sole discretion or by such appropriate sanction as the Board may be advised of including civil or criminal legal intervention.
- 1.12. Any contravention of these Rules by any person who gains access to the Estate under the authorisation of the Member or Resident concerned shall be deemed to be a contravention by that Member or Resident concerned.
- 1.13. Where there is a conflict between the Rules and the MOI, the MOI shall prevail and where there is a conflict between the Rules and any of the Governing Documents, the Rules shall prevail.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In these Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the MOI bear the same meaning in these Rules as in the said Memorandum of Incorporation and all the respective annexures thereto.
- 2.2. The Rules should be seen to be neither restrictive nor punitive, but rather as a sensible framework to safeguard and promote appropriate, sensible and fair interaction between the Members and Residents.
- 2.3. Words importing natural persons shall include a reference to corporate bodies, trusts and other legal personae and vice versa as the context may require.
- 2.4. Words importing the masculine shall include a reference to the feminine and other genders.
- 2.5. Words importing the singular shall include a reference to the plural and vice versa as the context may require.
- 2.6. Any annexure hereto shall be deemed to have been incorporated herein and shall form an integral part hereof.
- 2.7. A reference to a member or a party in a document includes that party's successors and permitted assigns.

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- 2.8. Any reference to legislation in these Rules is to that legislation as at the date of acceptance of these Rules and as amended or re-enacted from time to time.
- 2.9. In these Rules the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:
- 2.9.1. “**Accredited Property Practitioner**” means a property practitioner in terms of the Property Practitioner Act and registered with Moquini Bay;
- 2.9.2. “**the Board**” means the board of Directors of Moquini Bay;
- 2.9.3. “**Companies Act**” means Companies Act, Act 71 of 2008, including its Regulations and any amendments, consolidation or re-enactment thereof, if and when such statute comes into force;
- 2.9.4. “**Common Areas**” means such parts of the Estate that is indicated as such on a general plan of the Estate or is being utilized by Moquini Bay, including but not limited to the entrance, landscaped areas, the internal road, street lights, pavements, kerbs, sidewalks, any traffic islands, security houses owned or used by Moquini Bay, a private nature estate, any conservation areas, any heritage or archaeological sites, a coastal boardwalk, any wetlands, thoroughfare, open space, recreational area, any other amenities or any servitudes in favour of all Portions on the Estate and all land other than Portions, the control and/or ownership of which is vested in Moquini Bay and to which owners of Portions have a common right;
- 2.9.5. “**Council**” means the Cape Agulhas Municipality;
- 2.9.6. “**Developer**” means Moquini Bay Developments (Pty) Ltd with registration number 2022/855392/07 a private profit company duly registered and incorporated according to the Company Laws of South Africa or any of its successors in title;
- 2.9.7. “**day**” means all weekdays including Saturdays, Sundays and public holidays;
- 2.9.8. “**Environmental Authorization**” means the environmental authorization granted in respect of the development on the Estate by the Western Cape Government: Environmental Affairs and Development Planning, contained in the Record of Decision dated 5 May 2016 under Reference EIA 16/3/1/1/E1/15/2129/14 and any consequent amendments to it;
- 2.9.9. “**Estate**” means the entirety of the Estate, comprising of Portions 1 to 16 as well as the Remainder of Erf 509 Suiderstrand, in the municipality of Cape Agulhas, Division Overberg-Bredasdorp (previously known as Portion 15 (South Downs) of the Farm Paapekuil Fountain Nr 281 Bredasdorp) as demarcated and indicated on General Plans S.G. No. 889/2021.

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- 2.9.10. “**Estate Administrator**” means the person employed and mandated by the Board of Moquini Bay to manage the Estate on a daily basis and ensure compliance with the Rules and other Governing Documents; which person shall report to the Board;
- 2.9.11. “**Governing Documents**” means these Rules, the Conduct Rules, the MOI, the Architectural Guidelines, the Environmental Management Plan/Guidelines (EMP), the Building and Building Contractors Rules, any Property Practitioners Policy and any other policy documents from time to time made and adopted by the Board in order to give effect to the MOI and the Rules; which governing documents are an integral part of the Rules and, as applicable, binding on Members and Residents and available from Moquini Bay;
- 2.9.12. “**Management**” means the management staff of Moquini Bay including the Estate Administrator and other staff as may be permanently appointed by the Board or any other person designated by the Board to act on its behalf in a management capacity;
- 2.9.13. “**Member**” means a Member of the Company as defined under paragraph 5 of the MOI;
- 2.9.14. “**MOI**” means the Memorandum of Incorporation of Moquini Bay;
- 2.9.15. “**month**” means a calendar month;
- 2.9.16. “**Moquini Bay**” means Moquini Bay Home Owners Association NPC, a non-profit company with voting members duly registered and incorporated in terms of the Company Laws of the Republic of South Africa;
- 2.9.17. “**pets**” means dogs, cats and other domestic animals and excludes livestock, poultry or pets that may be classified as “exotic” by the Board;
- 2.9.18. “**Portion**” means a Portion, and includes any subdivided Portion or consolidated Portions, situated upon the Estate registered or capable of being registered in the name of any person, including Moquini Bay in terms of a title deed.
- 2.9.19. “**Resident**” means any Member occupying his / her / its property on the Estate and will include any lawful occupier, not being a Member, who has been granted occupancy to a property of a Member, through or under a Member;
- 2.9.20. “**the Rules**” means these Rules as set out in this document and amended by the Board from time to time, and the annexures hereto, which annexures form a part of these Rules.

3. OBLIGATIONS, LIABILITIES and PENALTIES

- 3.1. All Members and Residents are responsible for ensuring that members of their households, tenants, visitors, invitees, employees, contractors which include sub-contractors and service providers, agents, trade persons, suppliers and delivery persons, are aware of and abide by the Rules.
- 3.2. In the event of a breach of a Rule by a Member, a Resident, members of their household, any tenants, visitors, invitees, employees, contractors which include sub-contractors and service providers, agents, trade persons, suppliers and delivery persons, the Board shall have the right to take such action as it deems fit against the defaulting Resident or Member as if the breach has been committed by the Resident or Member himself, including but not limited to:
 - 3.2.1. remedying the breach at the Resident's/Member's cost; and/or
 - 3.2.2. imposing a penalty deemed appropriate by the Board; and/or
 - 3.2.3. instituting legal proceedings against the Resident/ Member; and/or
 - 3.2.4. denying or restricting the Resident and/or Members of his household, tenants, visitors, invitees, employees, contractors including sub-contractors and service providers, agents, trade persons, suppliers or delivery persons or any other person related to the resident, access to the Estate.
- 3.3. A list of transgressions and suitable penalties are set out in the Schedule of Penalties attached to the Rules.
- 3.4. Due to the variability of the context, seriousness and complexity of different transgressions, the list of transgressions and penalties is a non-inclusive, non-exhaustive guideline which Moquini Bay and its Board shall in its discretion apply having regard to the circumstances of each transgression and/or repetitive transgression.
- 3.5. Management will not supervise or control the quality of any building or building operations.
- 3.6. Each Member or Resident undertakes towards Moquini Bay that he will comply with these Rules.
- 3.7. Each Member or Resident shall not contravene any law, by-law or regulation of the Council pertaining to a Portion or any of the Common Areas on the Estate.
- 3.8. The Owner shall not use his Portion and/or the Common Areas on the Estate in such a way as to cause a nuisance to or interfere with rights and use of any other Members or Residents on the Estate.

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- 3.9. A Member or Resident shall not use his Portion in contravention of the conditions of title of the Portion, the town planning scheme, or for any purpose for which it is not intended, except with the written consent of Moquini Bay, and in terms of such conditions as Moquini Bay may impose and where applicable, also the written consent of the Council.
- 3.10. A Portion owned by a Member, shall be used only for residential purposes.
- 3.11. The prior written consent of Moquini Bay and of the Council must be obtained should a Member as owner of a Portion wish to use his Portion for any other purpose. Moquini Bay reserves the right to impose such terms and conditions as it deems appropriate upon it providing its written consent.
- 3.12. As the Estate is developed, established and is operated as a residential estate, Members given approval for the use of a Portion for any other purpose than for residential purposes, may become liable to attract an increased monthly levy to accommodate for increased staff/clients visiting the dwelling /accessing the Estate, traffic flows on the Estate internal road, an increase on the essential services, increased access control administration and security requirements.

CONDUCT RULES

4. LEVIES

- 4.1. The Levies are dealt with in the MOI and are payable in advance prior to or on the 1st day of each calendar month to which it applies and interest is payable on arrears as per the Board resolution.
- 4.2. Levies may not be withheld by a Member for any reason whatsoever.
- 4.3. Members who jointly own a Portion in the Estate are jointly and severally liable for Levies.
- 4.4. In the event of default of payment of Levies, Moquini Bay shall be entitled, in addition to any other rights it has in law, to take such action against the defaulting Members as may be resolved upon.
- 4.5. Members are encouraged to arrange for Levies to be paid via a debit order or electronic transfer.

5. SECURITY

- 5.1. The safety of Members and Residents and the Estate is of paramount importance to Moquini Bay. Residents and Members shall at all times co-operate with any security personnel of the service provider employed by Moquini Bay and comply with the security protocol, procedures and processes implemented on the Estate by Moquini Bay.
- 5.2. Security personnel shall not be abused nor obstructed from performing their functions.

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5.3. The Board may continuously review the security protocol and upgrade security measures in accordance with the requirements of the Estate and security technology available. Members and all Residents are obliged to comply with any security system upgrades which Moquini Bay deems necessary.

5.4. The movement and control of both the vehicular and pedestrian traffic are subject to the security and access regulations of Moquini Bay.

6. POINT OF ACCESS

6.1. No motor vehicles, trucks, motorcycles, quad motorcycles, bicycles or persons shall enter or leave the Estate at any point other than the entrance gates or designated pedestrian gates, except with the consent of Moquini Bay, which consent will only be given in special circumstances.

7. RESIDENTS

7.1. For security reasons, only Residents of the Estate may apply for access disks/biometric access to Moquini Bay subject to the terms and conditions as well as process determined by the Board.

7.2. Residents who are not in possession of an electronic access disk or registered for biometric access shall be regarded as visitors and will also be required to comply with the Rules for visitor access and departure as set out in clause 8 of these Rules.

7.3. Residents who are in arrears with any Levies and related charges due and payable to Moquini Bay will be deactivated from whichever access control system is used and will be able to get access as visitors to the Estate.

8. VISITORS

8.1. Members or Residents will only be able to admit any person (including a member of his family) to the Estate as visitor via the intercom system employed by Moquini Bay.

8.2. The number of visitors to any Portion will be limited to twenty (20) persons at any one time.

8.3. Visitors will be required to present a valid South African identity document or valid passport or a valid driver's license to security upon entry or while on the area of the Estate.

8.4. Visitors, while on the Estate, must at all times comply with the demands, requests and instructions of the security service provider or Management of Moquini Bay.

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9. EMPLOYEES OF MEMBERS OR RESIDENTS

- 9.1. Members or Residents who wish to employ temporary or permanent staff, being domestic workers, gardeners, etc. must contact Management and follow the required application process prior to conclusion of any employment processes.
- 9.2. Moquini Bay reserves the right to do its own security or background checks of such prospective permanent employees before approval of the application and access permission are given.
- 9.3. Permanent staff must apply for an access disk or biometric access and may subject to Board approval be registered accordingly.

10. PROSPECTIVE BUYERS / TENANTS

- 10.1. Subject to prior approval by the Board, prospective buyers or tenants will only be permitted to enter the Estate if accompanied by the seller or an Accredited Property Practitioner or a marketing representative of the Developer. The visitors' protocol, as set out in clause 8 must be followed.
- 10.2. Members, Accredited Property Practitioners or any marketing representatives of the Developer are liable for the conduct of prospective buyers/tenants and must ensure that such persons abide by the Rules. Such liability includes any damage to any property on the Estate, whether it be private property or property belonging to Moquini Bay or the Developer.

11. CONTRACTORS

- 11.1. Contractors which include any sub-contractors and any other service providers who render a service or will render a service to any Member or Resident must be accredited with Moquini Bay as per its prescribed procedure to be allowed to render such service on the Estate. The disc issued by Moquini Bay must be displayed on the inside of the front window of the vehicle.

12. SCANNING DEVICES

- 12.1. Should Moquini Bay implement scanning devices to support vehicle and/or driver identification, a refusal by any person seeking access to the Estate for whatever purposes to provide such information, entitle the security service provider acting on behalf of Moquini Bay, to refuse such person entry to the Estate.
- 12.2. Any information obtained in this manner would be securely protected from access by third parties.

13. GENERAL IN RESPECT OF ACCESS CONTROL

- 13.1. Moquini Bay may refuse access to any visitor suspected to be under the influence of alcohol or any other substances.

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13.2. Moquini Bay is via its Board or Management entitled to institute additional access control measures in general or under specific circumstances, as it deems necessary to ensure the security, safety and well-being of Members, Residents and the Estate.

14. ROADS, VEHICLES AND TRAFFIC

14.1. Operators of any form of vehicles or motorcycles on the Estate must be in possession of a valid driver's license for the type of vehicle or motorcycle being operated or driven as stipulated in the National Road Traffic Act, 1996, as amended and its regulations. All vehicles and motorcycles are confined to internal roads and driveways.

14.2. Heavy delivery vehicles (i.e., vehicles with a gross vehicle mass in excess of 10 (ten) tons) are not permitted to enter the Estate without the consent of Moquini Bay.

14.3. A speed limit of 20 km/hour apply to all internal roads within the Estate to the extent that all operators of vehicles and the users of the Estate's internal roads shall at all times act as if the Estate's internal roads are public roads and similarly adhere to any road and traffic signage which Moquini Bay may install.

14.4. The number of vehicles – motorised or non-motorised and which for the purposes of this clause shall include trailers, caravans, boats, and other wheeled devices of comparable dimension – permanently or regularly housed on any Portion shall not exceed the number of garages or carports erected upon that Portion.

14.5. The use of golf carts on the Estate is not allowed.

14.6. Any claims whether personal or consequential, that may arise in relation to the operation of any vehicle, motorcycle or truck on the Estate, will be the sole responsibility of the operator and the registered owner of the vehicle, motorcycle or truck.

14.7. Pedestrians, pets and domestic animals shall at all times have the right of way within the Estate.

14.8. Members' or Residents' cars should generally be parked in their garages and visitors' cars should be confined to the parking bays or driveway on the Resident's property or use should be made of designated parking bays elsewhere on the Estate but no parking on grass or natural areas or Common Areas or the obstruction of road traffic is allowed.

14.9. No helicopters, micro-light planes, paragliders, parachutists or any means of aerial conveyance are permitted to land any place on the Estate, nor are any electrical aerial devise, such as drones, permitted to be operated without the prior approval of Moquini Bay.

COMMON AREAS AND ENVIRONMENTAL CONTROL

15. GENERAL

- 15.1. Moquini Bay has the right and obligation to control any activities taking place on or affecting the common areas and environmental control in general which shall include the erection and maintenance of walls, fences and hedges bordering common areas.
- 15.2. Moquini Bay shall be entitled to prohibit access to any part of the common areas if such is required to preserve the natural flora and fauna or for maintenance purposes and no person shall enter such prohibited area without the authorisation of Moquini Bay
- 15.3. The Environmental Management Plan (“EMP”) forms part of the establishment conditions imposed by a competent authority in respect of any area or Portion of the Estate and Members and Residents shall be obliged at all times to observe and adhere to any compliance conditions as laid down by the Council, Moquini Bay or the Developer in adherence to the EMP.
- 15.4. No person shall do anything that detrimentally impacts on the amenities, flora, fauna or water source or water features of the Estate or unreasonably interferes with the use and enjoyment of the common areas by others.
- 15.5. No petrol, diesel, or other combustion powered generators shall be permitted for domestic use unless authorised in writing by the Board of Moquini Bay.

16. PAVING AND GARDENING

- 16.1. No person shall do any gardening or landscaping on the common areas without the express prior written consent of Moquini Bay in regard to the nature and extent of such gardening or landscaping activity.
- 16.2. Garden encroachment onto the common areas is not permitted.
- 16.3. No person shall, unless authorised by Moquini Bay to do so, remove any plant, flowers or trees on the common areas.

17. POLLUTION AND REFUSE

- 17.1. No person shall pollute or permit the pollution of any water source within the Estate by any substance which may in any manner be injurious to plant, animal or bird life or which may in any way be unsightly.
- 17.2. No person shall discard any litter or any article or object of any nature whatsoever in the Estate.

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17.3. Refuse may only be placed in refuse containers approved or provided by Moquini Bay.

18. CAMPING AND PICNICKING

18.1. Camping is not allowed on the common areas of the Estate.

18.2. Picnicking is only allowed at places established and set aside for this recreational purpose and specifically designated as such by Moquini Bay.

19. FIRES AND FIREWORKS

19.1. Open fires and the burning of objects including garden refuse on the common areas of the Estate are strictly prohibited.

19.2. Fires for 'braai' purposes may only be lit in places specifically designated by Moquini Bay and equipped for this purpose or, in respect of private Portions, in properly constructed braai or fireplaces.

19.3. Fireworks of any nature or extent are strictly prohibited.

19.4. Notwithstanding the above, Moquini Bay or the Developer may prepare and maintain firebreaks if such duty exists in terms of the Estate and as contemplated in the National Veld and Forest Fire Act, 1998 or to do 'patch burning' of selected grassland areas if it will have a substantially positive impact on the restoration of the natural ecosystem processes and enhance native biodiversity provided any applicable by-laws or fire-fighting procedures of the Local Authority are complied with, the provisions of the EMP and it is executed by professional people under severely controlled circumstances to ensure it does not detrimentally impact on animal and birdlife.

20. HAZARDOUS SUBSTANCES

20.1. No member or Resident shall bring or permit any person to bring any substances into or onto the Estate or permit the storage of any substances on the Estate or on their Portions, in their houses, garages, or any other structures which may constitute a fire hazard or a threat to the health and safety of any of the Residents or which may cause a contamination of the environment.

21. USE OF FIRE-ARMS AND TRAPPING DEVICES

21.1. No person shall display or discharge any firearm, air rifle (pellet gun), bow, catapult, crossbow or any similar dangerous weapon anywhere on the Estate except in self-defence.

21.2. Residents who own firearms are obliged to follow the stipulations of the Firearms Control Act, 2000 to ensure the safe-keeping of firearms on their Portions.

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- 21.3. Any form of hunting, the trapping of birds and animals and the setting of snares are strictly prohibited anywhere on the Estate.

22. FISHING

- 22.1. No fishing is permitted on the Estate or shoreline without a valid permit being issued by the Nature Reserve or Nature Conservation Department involved and with the prior written consent of Moquini Bay being obtained and subject to such terms and conditions as Moquini Bay may impose.

23. BUILDING PROCEDURES, BUILDING PERIOD, PENALTIES AND LOCK OUT

- 23.1. The construction of building and/or permanent structures on the Estate is regulated by the Procedure for Building and Building Contractors which is a separate document obtainable from Moquini Bay.
- 23.2. All building activities on the Estate must adhere to the procedures and processes set out therein.
- 23.3. Only builders accredited with Moquini Bay may be used to build on any Portion of the Estate.
- 23.4. No construction of any building alteration, improvement and/or permanent structure shall commence unless a building contract with an accredited builder has been signed and the building plan has been approved by Moquini Bay and the Council / Local Municipality.
- 23.5. All communication instruments such as telephones and internet must be connected to the fibre-optic network made available at the boundary of each Portion and no independent, overhead, or otherwise exposed connection shall be permitted.
- 23.6. Moquini Bay shall be entitled to refuse approval of any building plan for as long as a Member is in breach of any provision of the Rules or in arrears with any amount due and payable to Moquini Bay.
- 23.7. Members must complete the erection of their residential dwellings within 12 (twelve) months from the date the building works commenced.
- 23.8. Moquini Bay has the right to refuse access to the Estate to the contractor or any of its employees where a building plan has not been submitted, been submitted but not approved, where there is a diversion from approved plans or where there has been a breach of the Rules of Moquini Bay.

24. RE-SALES AND LETTING OF PROPERTIES

- 24.1. Members are encouraged to employ a Property Practitioner that is duly approved by Moquini Bay for re-sales of Portions or the letting of dwellings.

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- 24.2. Approved Property Practitioners must be in possession of a written mandate signed by the owner or the lessor of the property he/she rents, sells or shows.
- 24.3. Properties may be shown from 11h00 to 18h00 on Saturdays, Sundays and public holidays except the 25th of December and the 1st of January and all show houses must be under the direct control of the relevant Accredited Property Practitioner or his registered representative for the duration of the show day.
- 24.4. Purchase and lease agreements must include the MOI, these Rules, the Architectural Guidelines, the Procedures for Building and Building Contractors and any other policy documents from time to time made and adopted by the Board in order to give effect to the MOI and the Rules.
- 24.5. Moquini Bay must be notified of all successful property transactions within 7 (seven) days of the conclusion of a sale transaction or a lease agreement.
- 24.6. The time period for the completion of the erection of residential dwellings on the Portions, as stipulated in clause 23.7 above, shall continue to run irrespective of the sale and transfer of a Portion. For the avoidance of doubt, the incoming Member taking transfer of a Portion shall adhere to the completion of the residential dwelling within the remainder of the 12 months period.

25. CLEARANCE CERTIFICATES

- 25.1. An owner of a Portion shall not be entitled to transfer the Portion or any interest therein or without a clearance certificate issued by Moquini Bay declaring that the provisions of the MOI, all the provisions of the Rules have been complied with.
- 25.2. Moquini Bay shall be entitled to refuse the issuing of a clearance certificate upon the sale of a Portion for as long as the Member requesting clearance is in breach of any provision of the MOI or the Rules.

26. MAINTENANCE OF PROPERTY

- 26.1. Members are responsible for landscape and garden maintenance including external garden embellishments and external structures, any water features and outside lights.
- 26.2. Members are expected to keep the exterior of their properties in a good state of repair (including regular re-painting of exterior) and keep their Portions tidy and aesthetically pleasing.
- 26.3. Management will from time to time inspect the exterior of the properties to verify if such maintenance is done adequately.
- 26.4. Should it be found that a property or garden area have fallen into a state of disrepair, or the garden has been neglected to the detriment of the estate aesthetic, Moquini Bay will notify the Member concerned in writing to rectify the situation, detailing the

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remedies required and a reasonable period for commencement and completion of the work.

- 26.5. If the Member fails to comply with Moquini Bay's requirements within the stipulated time, the Member shall be in breach of the Rules and Moquini Bay may follow such process as it is entitled to in the MOI to remedy the breach.

27. DOMESTIC AND WILD ANIMALS

- 27.1. Unless confirmed otherwise by Moquini Bay, domestic animals shall be limited to 2 (two) dogs or 2 (two) cats per Portion and may be kept only by residents.
- 27.2. Guests or visitors may not bring any animals onto the Estate.
- 27.3. All cats and dogs are to be sterilised and be registered and approved by the Board.
- 27.4. In the event of any guest or visitor bringing domestic animals onto the Estate, Moquini Bay may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, Moquini Bay may impose penalties or may procure the animal/s removal from the Estate and recover any costs from the guest or visitor or the Member concerned who allowed the guest or visitor entry onto the Estate without prejudice to its rights to recover any penalty imposed.
- 27.5. Members and/or Residents are required to tag their dogs and cats with the Resident's name, telephone number and stand number.
- 27.6. Should any domestic animal prove to be a continual nuisance to other Residents, Moquini Bay may call on the owner of the animal to remove it and, in the event of the owner failing or refusing to do so, Moquini Bay may impose penalties or may procure the animal/s removal from the Estate and recover any costs from the Resident/non-residential member concerned without prejudice to its rights to recover any penalty imposed.
- 27.7. Dogs must be kept in a suitable enclosure or strictly within the boundaries of a Resident's property.
- 27.8. No dogs may be allowed outside the Resident's property unless under strict control of its owner.
- 27.9. Dogs must be on a leash, whether being walked or transported outside the boundaries of the Portion. Roaming pets without an identification collar or tag will be removed immediately, without prior notice to the owners and be handed to the SPCA or any reputable pet shelter while an appropriate penalty will be imposed on the Resident concerned.
- 27.10. Dogs may under no circumstances chase after the game or any wild or free-roaming animals on the Estate.

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- 27.11. Except as approved by Moquini Bay by prior written notice, no poultry or wild animals or livestock of any type may be kept on the Estate. No pigeons or outside aviaries are permitted on the Estate. Residents wishing to keep exotic pets, i.e. pets requiring permits, must apply to Moquini Bay prior to obtaining such pets or bringing these onto the Estate.
- 27.12. Residents are responsible for any personal injury or property damage caused by their animals. Should dogs dig holes on the common areas, the dog's owner shall immediately repair the holes.
- 27.13. Pets' excrement must be immediately removed by the owner or handler of the pet.
- 27.14. Should any dog or any animal be deemed vicious or dangerous in the sole opinion of Moquini Bay or where the animal is not kept under proper control, the owner shall be required to remove such animal from the Estate, failing which, security will remove or call upon the SPCA or any other appropriate and reputable pet shelter establishment to remove the animal without notice to the owners while an appropriate penalty will be imposed on the resident concerned.
- 27.15. All wild animals, including but not limited to leguaan, porcupine, scrub hare, mongoose, hedgehog, duiker, jackal and birds encountered on/in the Estate must be considered to be protected species and not unreasonably interfered with.

28. **BOATING**

- 28.1. No person shall launch any boat or craft of any description, powered by a motor or otherwise, from the Estate.

29. **TOWNSHIP SERVICES: WATER, SANITATION, REFUSE REMOVAL AND ELECTRICITY**

- 29.1. Moquini Bay does not provide any water, potable water, sanitation or sewer services, refuse removal or the provision of any electricity. All these services are provided, metered (if applicable) and will be billed by the Local Council.
- 29.2. Residents are not allowed to compost garden waste without the approval of Moquini Bay.
- 29.3. Residents may not otherwise accumulate garden waste under any circumstances but must remove and dispose of it within a reasonable time.
- 29.4. No refuse, garden spoil or building rubble may be dumped on vacant stands.

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30. USE OF FACILITIES

- 30.1. Usage of the beach and waterfront facilities and any other recreational facilities which will in future be developed on the Estate is encouraged.
- 30.2. Persons using any such facilities must at all times leave it in a clean and tidy condition.

GENERAL

31. COMMERCIAL ACTIVITIES AND SIGNAGE

- 31.1. The operation of commercial or business activities in the residential areas of the Estate is not allowed unless authorised in writing by Moquini Bay prior to the application of any trading license and strictly subject to any terms and conditions stipulated by Moquini Bay.
- 31.2. No business activity or hobby which causes or could cause aggravation or nuisance to Residents may be conducted, including but not limited to auctions (excluding legally enforced property auctions) and jumble sales.
- 31.3. Except with the written permission of Moquini Bay, no advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted on or outside houses or anywhere in the Estate except the standard architectural building board during construction and as allowed for in the Estate Agency and Agents Policy.
- 31.4. No door-to-door canvassing, advertisements, flyers or similar material may be delivered to properties within the Estate.
- 31.5. Selling of any nature whatsoever is not permitted on the Estate.
- 31.6. No flyers or promotional material may be distributed at/or outside the gates to the Estate unless prior written permission has been obtained from Moquini Bay or as permitted in terms of the Estate Agency and Agents Policy.
- 31.7. Use of Moquini Bay's emailing list for commercial purposes is prohibited and members are prohibited from providing non-members with Moquini Bay's emailing list.

32. OWN SECURITY

- 32.1. Alarms and protection systems may be installed in Portions subject to the following conditions:
 - 32.1.1. the system **may not have** an audible siren attached;
 - 32.1.2. outside flashing lights are permissible;

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32.1.3. the security response company to which the alarm system is linked must inform Moquini Bay forthwith upon being alerted on any problem.

32.2. Moquini Bay security services provider will use their best endeavours to investigate any problem alerted to.

33. NEIGHBOUR RELATIONS

33.1. No Resident shall cause or make or allow anyone of his household, family, visitors, guests or employees to cause or make unacceptable or undue noise which may constitute a nuisance to other persons including noises related to motor vehicles, alarm systems, garden equipment, power tools and other machinery.

33.2. The volume of TV, music, radio's, partying and children must be moderated and the frequency, location and hours of dogs barking strictly controlled in consideration of other Residents. The Board and Management are not responsible for 'instant policing' of such challenges. Security must be notified of parties or social activities and Members and Residents should conform to moderate restraints.

33.3. Activities which may disturb neighbours are strongly discouraged after normal working hours unless there are exceptional circumstances and such activities must completely cease between 22h00 and 06h00 on any day.

34. CHILDREN

34.1. Members and Residents must ensure that their children as well as the children of members of their household, family, visitors, employees and guests do not pose a safety threat to themselves or to any other person or driver in the Estate.

35. GUEST HOUSES AND TIME SHARE ACTIVITIES

35.1. The operation of guesthouses, time share weeks or weekend stays for paying guests (Airbnb) by Members is allowed following a written application by the Member concerned to the Board and will be approved within the sole and absolute discretion of the Board prior to the operation becoming effective.

36. COMPLAINTS

36.1. If Moquini Bay receives a written complaint from a Member or Resident relating to the behaviour of any persons or any animal on the Estate, Management of Moquini Bay shall investigate the matter appropriately and take any steps required within the scope of the provisions of the MOI or the Rules.

37. DISPUTE RESOLUTION

37.1. Where a dispute arises between Members and Residents (including tenants and/or occupants) the parties involved shall endeavour in the first instance to settle such dispute between them and shall in such circumstances exhibit due tolerance and act reasonably in accordance with the principles of good neighbourliness.

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- 37.2. Where such dispute cannot be resolved and should the parties to the dispute mutually agree, the dispute shall be referred to the Board who shall designate one or more Directors to act as mediator/s (and not arbitrators).
- 37.3. In the event of the matter being resolved to the satisfaction of the parties to the dispute as a result of a mediation of the Board, such settlement shall be final and binding upon the parties.
- 37.4. Where the parties to the dispute have elected to submit their dispute for mediation to the Board, the parties shall, in equal shares, pay the reasonable costs which shall be incurred by the designated Directors in regard to mediation and shall have been previously advised to the parties.
- 37.5. Should the Board elect not to mediate with respect to the dispute, the parties to the dispute shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of legal proceedings, alternative dispute resolution via the Community Schemes Ombud Services (“CSOS”) or arbitration, it being expressly agreed that neither Moquini Bay, nor the Board nor any of its Directors shall be a party to any such proceedings or arbitration and shall bear no responsibility in respect thereof.

38. **PENALTIES**

- 38.1. The schedule of penalties is regulated and imposed as per the powers the MOI conferred on the Board.

39. **APPLICATION**

- 39.1. Management is mandated by the Board for the day-to-day management of breaches of the Rules and the imposing of penalties.
- 39.2. Management will record all the particulars relating to a breach or alleged breach. In particular the following detail will be recorded:
- 39.2.1. date, time and place of the breach;
- 39.2.2. name and address of the individual(s) committing the breach;
- 39.2.3. registration number of any vehicles that may have been used to commit the breach.
- 39.3. Moquini Bay will issue the offender with a penalty after having verified the detail regarding the breach, which penalty will be added to the Levy account of the responsible Member / Resident if not challenged as per the provisions of the MOI of Moquini Bay.

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SCHEDULE OF OFFENCES AND PENALTIES

THIS SCHEDULE IS A GUIDELINE THAT IS NOT EXHAUSTIVE OR ALL-INCLUSIVE, TO BE AMENDED FROM TIME TO TIME, WITH ADDITIONS AND DELETIONS AS DEEMED NECESSARY BY THE BOARD OF DIRECTORS

| DESCRIPTION OF OFFENCE/TRANSGRESSION | MINIMUM PENALTY AMOUNT |
|--|-------------------------------|
| VEHICLES, TRAFFIC & RELATED MATTERS | |
| Driving a vehicle on the internal road in the Estate in excess of 20km/h. | R1 000 |
| Reckless driving on the internal road in the Estate or failure to obey signage giving direction as to the use or operation of the internal road. | R1 000 |
| The operation of a vehicle by an unlicensed driver. | R500 |
| Use of a vehicle with a noisy exhaust system or playing loud music. | R500 |
| Driving a quad bike or any other prohibited vehicle on the Estate. | R1 000 |
| Driving a vehicle on common areas. | R500 |
| Storage of a caravan, boat, boat trailer or similar mobile asset in any place except in a structure built for this purpose. | R500 per day |
| Vehicle blocking the thoroughfare of traffic. | R500 |
| ANIMALS | |
| Exceeding the permitted number of pets without authorisation. | R500 per day |
| Animals brought onto the Estate by visitors or guests. | R500 per offence |
| Domestic animal proving to be a continual nuisance. | R500 per offence |
| Dogs not kept in a suitable enclosure. | R500 |
| Pets roaming the internal road or found not to be on a leash or uncontrolled outside owner's premises. | R500 per offence |
| Chasing, disturbing or injuring wildlife or any other animals. | R1 000 per offence |
| Walking of dogs on eco-sensitive areas of the Estate. | R2 000 per offence |
| SECURITY | |
| Interference with security arrangements or the activities of Management including the abuse of Management | R1 000 per offence |
| Non-compliance with the access control rules applicable to the Estate. | R1 000 per offence |
| SAFETY, HEALTH & ENVIRONMENT | |
| The display or discharging of a firearm, air rifle (pellet gun), crossbow or any similar weapon. | R10 000 |
| Lighting fires outside designated areas. | R5 000 |

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| Fireworks of any nature or extent. | R10 000 per offence |
| Picnicking outside designated areas. | R500 per offence |
| Littering of any nature or extent. | R500 per offence |
| Pollution of the environment, e.g. discharging or depositing any harmful substance in water bodies within the Estate. | R10 000 plus the fine/s imposed by a relevant authority |
| BOATS | |
| Launching of a boat or vessel. | R5 000 plus any fine/s imposed by a relevant authority |
| SERVICES | |
| Refuse placed outside of Portion other than on refuse collection day/s. | R500 per offence |
| Stormwater flowing into any sewage system. | R500 per day |
| BUILDING & CONTRACTUAL ACTIVITIES | |
| Builders failing to keep sites clean and tidy and properly screened during construction. | R1 000 per site |
| Failure to remove building or building related material off pavements or internal road or damage to internal roads, the kerbs or plants or spilling materials to and from a construction site. | R1 000 per offence |
| Taking occupation of a house without a valid occupational certificate being issued by Moquini Bay. | R5 000 per day |
| Building activities proceeding beyond the time period as stipulated in paragraph 23.7 | R5 000 per month or pro rata part thereof |
| USE OF FACILITIES & COMMON PROPERTY | |
| Damaging or vandalism of Estate amenities or Estate open areas. | R1 000 plus the cost of repairs / replacement |
| DISTURBANCE OF PEACE | |
| Any unacceptable activity including excessive or undue noise which constitutes a nuisance to or disturbs the peace of other Residents. | R1 000 per offence |
| MAINTENANCE | |
| Failure to maintain the exterior of a dwelling or gardens being untidy. | R500 per day |
| COMMERCIAL ACTIVITIES | |
| Business activities including a guest house and time share not registered with Moquini Bay. | R5000 per day |
| Unauthorised advertising including property practitioner boards placed in unauthorised positions or exceeding the number and period allowed or not complying with the size and format allowed. | R500 per board or incident |

ENVIROMENTAL MANAGEMENT PLAN / GUIDELINES (EMP)

1. The Environmental Management Plan ("EMP") is aimed to change the way in which the Members incept any construction process. Members who wish to commission inclusive of the conduct of the contractor employed by the Member in an effort to manage resources to achieve sustainability.
2. The EMP has been prepared principally in compliance with the requirements of the provisions of the National Environmental Management Act, Act 107 of 1998 ("NEM Act").
3. The Rules, together with the provisions of the NEM Act and the conditions in the Environmental Authorisation, must be adhered to by all Members and the contractors employed by them.
4. Depending on the construction schedule of each and every Portion, the Environmental Control Officer ("ECO"), must conduct an initial construction start-up site visit for each phase/house to be constructed and thereafter the ECO does site visits once a month during construction and annually during operation.
5. At the time of accepting these Rules Mr. Nicolaas Hanekom, principal at Enviro-EAP (Pty) Ltd, (Registration Number: 2019/435233/07), has been appointed the Environmental Control Officer (ECO) for Moquini Bay. His successor in title has the same authority. His contact details are available from the Board.
6. The ECO will be responsible for ensuring that all on site activities comply with the NEM Act, the conditions in the Environmental Authorisation and all other applicable legislation in respect of environmental issues.
7. The ECO has and must have extensive experience in conservation in the Cape Agulhas area.
8. The ECO is available to consult with Members regarding the EMP, and it is advised that Members contact the ECO before, or as soon thereafter as a Member has purchased a Portion at Moquini Bay.
9. Monitored onsite activities as per the EMP by the ECO include, but are not limited to:
 - 9.1. Monitor and verify that environmental impacts are kept to a minimum;
 - 9.2. Assist contractors in finding environmentally friendly solutions to problems;
 - 9.3. Ensure that activities on site comply with known legislation of relevance to the environment;
 - 9.4. Recommend the issuing of penalties via the Developer or Moquini Bay for contraventions of the EMP and/or the Environmental Authorisation;
 - 9.5. Keep a photographic record of progress on site from an environmental perspective;

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- 9.6. Undertake a continual internal review of the EMP and/or Environmental Authorisation and submit a report to the Developer or Moquini Bay;
 - 9.7. Conduct pre-construction site visit/s to Portions owned by Members to indicated demarcation of no-go areas.
10. Mitigation Measures in respect of the EMP:
- 10.1. No blanket clearing of vegetation is allowed;
 - 10.2. No removal of vegetation outside of the building zone is allowed;
 - 10.3. Existing indigenous vegetation must be retained wherever possible;
 - 10.4. Invasive alien vegetation (plants listed in CARA Regulations, schedule 1, 2 and 3) must be removed immediately (including the root ball) and taken to a registered landfill or a site indicated by the ECO or destroyed in a manner acceptable to the ECO;
 - 10.5. Any other existing exotic plants and other encroaching (colonising) vegetation are to be systematically removed;
 - 10.6. A garden terrace shall not be created within a distance less than three times the height of the terrace. A maximum terrace height of 1.2m (one meter 20 centimetres) is allowed. Height is calculated from the highest point of the terrace to the foot / lowest point.
11. Ground level at site boundary must remain natural ground level.
12. Natural vegetation must be re-established on disturbed areas after construction.
13. No litter or the dumping of building material or garden refuse in unauthorised and/or highly visible areas is permitted;
14. Dust and litter control measures must be included in the Environmental Management Plan (EMP) and implemented during the construction phase;
15. No street lighting is permitted, and any outdoor lighting must be mounted on dwellings/buildings;
16. Detailed Architectural Guidelines, which comply with the Municipal Guidelines for Suiderstrand, have been compiled and are legally binding for all proposed Portions to be developed. These guidelines are readily available from the project architects (Biru Architectural Design). Their contact details are available from Management.
17. Wherever possible natural vegetation should be re-established in preference to planted gardens.
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18. Landscaping must be limited to the residential Portions' footprint area and be sympathetic to the natural topography and vegetation in terms of line, form and plant choice.
19. Hard landscaping is discouraged and may not exceed 15% of the overall landscape area.
20. Residential and road lights should be directed away from the coastline.
21. A list of acceptable plants is available from the ECO.

ARCHITECTURAL GUIDELINES

1. GENERAL

- 1.1. No building and/or permanent structure may be constructed on any Portion in the Estate unless it conforms to the Architectural Guidelines and the Procedure for Building and Building Contractors is followed.
- 1.2. The Architectural Guidelines set out the full spectrum of the architectural and aesthetic design, construction and installation prescriptions and parameters that Members must comply with in addition to any Rules contained in this document.
- 1.3. Only Architects approved by the Board may be used for the drafting of building plans.
- 1.4. No principal building contractor may be appointed by a Member unless, and until they, the building contractor has been approved by the Board.
- 1.5. The Board may establish a Moquini Bay Aesthetics Design Committee ("MADC") which shall be responsible for maintaining the overall aesthetics of the development and assessing the site development, building, and landscaping plans submitted for approval prior to construction against the architectural guidelines and landscaping guidelines from time-to-time in force as well as monitoring compliance with approved plans during and upon completion of construction.
- 1.6. Construction works on a Portion shall not commence unless and until any conditions by MADC have been fulfilled in terms of the written approval granted by MADC subject to all relevant Council approvals.
- 1.7. During the plan approval process, Moquini Bay or MADC shall communicate solely with the architect acting as agent for the Member.
- 1.8. Any Member shall at all times be responsible for ensuring compliance by their architects and contractors with all the Moquini Bay's architectural, landscaping, and building requirements.
- 1.9. The minimum standards which shall be within the discretion of MADC in respect of the application of the architectural and landscaping guidelines shall include –

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- 1.9.1. application of the requirements of the Conditions of Establishment of the Township and the EMP;
 - 1.9.2. consideration of the views and privacy in respect of neighbouring Portions;
 - 1.9.3. prohibition upon the erection of any physical barrier on the boundary of a Portion save, at the discretion of MADC.
- 1.10. MADC shall operate under the control of the Developer until all fifteen Portions have been transferred away from the Developer, or such earlier date as the Developer may notify Moquini Bay in writing, and whereafter MADC shall operate under the control of Moquini Bay and its Board.
- 1.11. Moquini Bay and if established MADC may from time-to-time set or amend:
- 1.11.1. the architectural and landscaping guidelines;
 - 1.11.2. the processes to be followed for consideration of plans submitted to it for approval; and
 - 1.11.3. determine the fees to be paid by Members in respect of any plans submitted to it for approval.

2. EXTERNAL STRUCTURES, INSTALLATIONS AND FEATURES / EMBELLISHMENTS

- 2.1. Members and Residents may not install or erect any external embellishments, garden furniture or any structures of any nature whatsoever including landscape structures or water features, without obtaining the prior written approval of Moquini Bay or as stipulated in the Rules.
- 2.2. All exterior lights must be located in such a position as not to constitute a nuisance to neighbours or other persons on the Estate or face the shoreline.
- 2.3. Floodlights are not allowed and no motion sensor security lights or spotlighting of natural areas are permitted.
- 2.4. No air conditioning, solar geysers, solar panels, any other solar devices, TV aerials or satellite dishes may be installed without the prior approval of Moquini Bay in respect of type, location, visual position, visibility and adherence to any other terms and conditions Moquini Bay may impose.
- 2.5. Patios, decks and terraces must be designed to fit the main building structure and comply with the provisions of the EMP and Environmental Authorisation.
- 2.6. No lapas, prefabricated zozo huts, wendy houses, greenhouses or tool sheds will be permitted unless in compliance with the Architectural Guidelines of Moquini Bay.

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- 2.7. Washing lines, twirl dries, and other devices installed for the same or a similar purpose must be below the level of the yard walls and located in kitchen yards and be not visible from neighbouring Portions or the internal road.
- 2.8. No external garden screen, fence, external garden wall, verandas or pergolas or balustrading not forming part of the residential structure may be erected.
- 2.9. The design plans of swimming pools must be in compliance with the Architectural Guidelines of Moquini Bay and all plans of swimming pools must be submitted to and approved by Moquini Bay prior to construction. All backwash water must be relayed into purpose made soak-away located within the building and may not be disposed of directly into natural areas or into the storm water system.
- 2.10. Storm water may under no circumstances be allowed to flow into the internal sewage system.

3. LANDSCAPING AND GARDENS

- 3.1. Members must maintain the existing natural ground level wherever possible.
- 3.2. Terraces and other level manipulations must comply with Moquini Bay stipulations and the EMP.
- 3.3. Where necessary retaining structures in garden areas must be designed by a qualified engineer and conform to the guidelines and EMP.
- 3.4. Members and Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.
- 3.5. No boreholes or any other means of natural water extraction or any dams or other means of natural water storage may be constructed on any individual Portion.
- 3.6. Irrigation of gardens may only be done by garden hose.
- 3.7. Residents are not allowed to compost garden waste without the approval of Moquini Bay. Residents may not otherwise accumulate garden waste under any circumstances but must remove and dispose of it within a reasonable time.
- 3.8. No refuse, garden spoil or building rubble may be dumped on vacant stands.
- 3.9. Residents are encouraged to reduce and recycle waste especially glass, tin, paper and plastic. Moquini Bay is entitled to introduce measures to promote waste separation at source and will in such a case, make provision for centrally placed receptacles where residents can dispose of recyclable waste.

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4. AESTHETICAL CONDUCT

- 4.1. No washing, other garments, household linen, carpets or the like may be hung out or placed anywhere to dry or air except using the mentioned installation/s or in a place completely screened from neighbours, from the internal road sight or any other open space.
- 4.2. Dog kennels must be placed in a location where they are not visible from the internal road or open space areas.
- 4.3. The storage of refuse bins must be such that they are not visible from the internal roads or common areas. Where necessary screens should be used to conceal refuse bins.
- 4.4. No person shall be allowed to store any motor vehicle, motorcycle, caravan, trailer or boat on the Estate except in a structure built for this purpose and approved in writing by Moquini Bay.
- 4.5. No motor vehicle, motorcycle, caravan, trailer or boat may be left overnight on any internal road.
- 4.6. No commercial vehicles of any nature shall be parked or otherwise stored on any residential Portions or in view of internal road or common areas.