



## **DUNKIRK ESTATE – SHORT-TERM LETTING RULES:**

### **10. LETTING OF HOMES (GENERAL)**

- 10.1. Only letting agents approved by the DHOA may be utilised by owners;
- 10.2. All leases shall be in writing and on terms and conditions approved by the DHOA;
- 10.3. All leases shall include the following terms and conditions in favour of the DHOA:
  - 10.3.1. the prospective tenant shall as a stipulatio alteri in favour of the DHOA be at all times bound by the terms and conditions of these rules, and the MOI and any amendments thereto;
  - 10.3.2. the lease shall be suspensively conditional upon the DHOA's prior written consent to conclude the lease being obtained;
- 10.4. No owner shall part with occupation of any Property or Unit unless, prior to doing so, the owner submits to the DHOA the lease agreement together with any other information in respect thereof which might be required by the DHOA and has obtained the written consent of the DHOA to conclude such lease agreement;
- 10.5. The DHOA shall be entitled to withhold any consent required under 10.4 above if an owner neglects or refuses to furnish the DHOA with a copy of the duly signed lease agreement and all relevant supporting documentation required by the DHOA;
- 10.6. Should any lessee of any owner fail to perform any obligation incumbent upon him or otherwise breach any of the terms and conditions of the MOI or the rules the DHOA shall be entitled to do all such things and incur such expenditure as may in the opinion of the Board be necessary and/or requisite to procure such compliance and the costs so incurred and any penalties imposed by the DHOA

shall be a debt due by the owner concerned who hereby indemnifies the DHOA and holds the DHOA harmless in respect of all such costs and penalties and in respect of all claims of whatsoever nature and howsoever arising by any of their lessees or any persons occupying or entering the Estate through or at the instance of any lessee;

10.7. The maximum occupancy that may be permitted in terms of any lease shall be 2 (two) persons per bedroom indicated on the approved plans for any Property or Unit;

10.8. No owner shall be entitled to let out or otherwise part with possession of any Property or Unit for any period or duration less than 5 (five) consecutive days;

10.9. **RULES APPLICABLE TO SHORT TERM LETTING:**

For purposes hereof "short term letting" shall be defined as any owner letting out or parting with occupation of any Property or Unit for any period which alone or cumulatively is for 5 (five) to 60 (sixty) days in any twelve month period and "short term lease" and "short term lessee" shall have a corresponding meaning.

10.9.1. For the sake of clarity it is recorded that no owner shall be entitled to let out or otherwise part with occupation of any Property or Unit in terms of short term leases or otherwise engage in short term letting of any Property or Unit which in total exceeds 60 (sixty) days in any twelve month period following the date of registration provided for in rule 10.9.2 below;

10.9.2. The DHOA, or an agent duly appointed by it who shall report directly to the Estate Manager, shall administer all short term letting on the Estate and no owners may engage in short term letting unless they have registered with the DHOA for short term letting activities and furnished the DHOA with such information and paid such fees as may reasonably be required by the DHOA from time to time to administer the short term letting process;

10.9.3. All owners and approved estate agents who engage in short term letting will be placed on a central database maintained by the DHOA and consent to relevant information on the central database being made available by the DHOA to other owners on the Estate and agree that they will only be removed from the database when they advise the DHOA in writing that they are no longer engaging in short term letting on the Estate;

- 10.9.4. All owners and approved estate agents where applicable shall be responsible for ensuring that at all times prospective tenants, lessees and all persons occupying any Property or Unit in terms of a short term lease are aware of the terms and conditions of the MOI and rules and their obligation to comply therewith at all times;
- 10.9.5. Owners shall be required to pay a prescribed fee and prescribed security deposit to the DHOA in respect of each short term lease prior to any approval being granted by the DHOA for the short term lease or for any access to the Estate being granted to any short term lessee or the guest or invitee of any short term lessee. The prescribed fees and deposits shall be determined by the Board on an annual basis and shall be sufficient to meet the costs involved in the administration of all short term letting on the Estate. In determining the allocation of the costs, the Board shall be entitled to draw a distinction between the length of each short term lease, the number of persons who will occupy the Property or Unit and the size of the Property or Unit which is being leased by an owner in each instance. The DHOA is authorised to apply the security deposit towards any amounts due by an owner in respect of fees, damages, penalties or other amounts payable by an owner to the DHOA without prejudice to any other rights which the DHOA may have in law and shall also be entitled to require an owner to reinstate the deposit from time to time to make up any shortfall in the deposit remaining after any of the aforesaid deductions;
- 10.9.6. All short term lessees shall be obliged to undergo the DHOA prescribed orientation and to furnish the DHOA with such documentation and particulars as may be required by the DHOA prior to them being granted access to occupy any Property or Unit on the Estate;
- 10.9.7. All rights of access to the Estate shall only endure for the term of the short term lease and all rights of access including all relevant entry/exit cards that may be issued shall expire and shall be automatically terminated by the DHOA on expiry of the term of the short term lease. Short term lessees may only admit visitors to the Estate subject to strict compliance with the Visitor Protocol and subject to prior arrangements having been made during office hours with the Estate Manager or his appointed representative for that purpose and any visitors granted access accordingly are obliged to exit the Estate by no later than midnight on the date that they enter the Estate and whilst on the Estate shall be bound to the same extent as any short term lessee to comply with the MOI and the rules;
- 10.9.8. All short term lessees shall be obliged to park all vehicles within the confines of the relevant Property or Unit which is leased and may not utilise the road verges or any other portions of the common areas of the Estate for parking purposes. Short term lessees may not use the beach club parking areas at any time;

- 10.9.9. Short term lessees shall be entitled to use estate common areas including the community centre swimming pool and facilities but specifically excluding the clubhouse swimming pool, gym, sauna and steam room and the beach club which are out of bounds to short term lessees and their guests for the duration of any short term lease and any short term lessees or their guests utilising the clubhouse swimming pool, gym, sauna and steam room and the beach club in breach of this rule shall, without prejudice to any other rights or remedies available to the DHOA, incur a penalty which shall be payable by the relevant owner within the time specified in the contravention notice to the extent that any security deposit held by the DHOA is insufficient to cover any penalty;
- 10.9.10. All owners engaging in short term letting shall ensure that they have at all times sufficient homeowners and household insurance, including public liability insurance, in place to the reasonable satisfaction of the DHOA for each Property or Unit which is leased and shall submit acceptable proof of same to the DHOA as and when required from time to time;
- 10.9.11. The provisions of rules 10.8 to 10.9.10 shall not apply to the 18 (eighteen) apartments which constitute the original Dunkirk All Suite Hotel complex envisaged in the original Dunkirk development approval, currently included in and known as the Dash Apartments, which nevertheless still remain bound by the remaining provisions of these rules and the MOI, including the Estates security protocols applicable from time to time;
- 10.9.12. No short term lessees shall be entitled to bring any pets into the Estate.