

STELLENDALE VILLAGE
OCCUPANCY & CONDUCT RULES

in terms of the Constitution of the Stellendale Home Owners Association (SHOA)

1. Normal conduct

The occupancy and conduct rules are based on what can be regarded as generally accepted norms for normal conduct of people living together in an area of common interest. Should any property owner be of the opinion that the occupancy and conduct rules do not reflect normal conduct for any reason whatsoever, he/she may commence with a process of consultation with the SHOA as determined in the Constitution of the SHOA. Such process of consultation will not affect the legitimacy of the occupancy and conduct rules.

- a. The main objective of the development of Stellendale Village is to provide a high quality lifestyle for residents, and the purpose of these rules is to protect this lifestyle.
- b. The rules have been formulated in terms of the Constitution of the Stellendale Home Owner's Association.
- c. Harmonious community living is achieved when residents use and enjoy their private property as well as the common areas of the development (e.g. parks and open lawn areas), whilst being generally considerate to all occupants of the development.
- d. In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. However, in instances where problems cannot be resolved in this manner, the matter should be brought to the attention of the Trustees for settlement.
- e. The rules are subject to change from time to time, via a majority vote at a duly convened trustees meeting.
- f. The Managing Agent has the authority to enforce these rules, and their due consequences – and such enforcement shall carry the authority of the Trustees.

2. Unacceptable conduct

2.1 Each property owner shall be responsible for the conduct of occupiers and visitors to his/her property. Should anybody be involved in the following, he or she shall be required to vacate Stellendale Village immediately:

- 2.1.1** Any criminal activity.
- 2.1.2** Creating any risk for public health and safety.
- 2.1.3** Exceeding speed limits.
- 2.1.4** Public obscenity and nudity.
- 2.1.5** Use of foul language in public.
- 2.1.6** Creating abnormal noise and/or exceeding allowable pollution levels.
- 2.1.7** Invoking race, gender or religious based prejudice.

2.2 The SHOA may add to this list any other type of behaviour that may be deemed to be anti-social and to the detriment of the community as a whole.

Maryna Dwyer

3. **Occupancy rates**

A property owner or occupier shall not, without written consent of the SHOA, allow more than one single family per house or flat (and which single family shall comprise of a maximum of two persons per bedroom), or allow the occupancy rate of any house or flat to exceed an aggregate population of one person per bedroom, with the number of bedrooms as per the latest municipally approved building plan for each individual property.

4. **Noise control**

○ **Weekdays -Monday to Friday**

A property owner or occupier shall be sensitive for the effect of noise on neighbours, especially between 19h00 and 07h00 on weekdays. He/she shall therefore ensure that all persons on his/her property shall maintain noise levels that will not cause public nuisance, especially during these hours.

○ **Saturdays**

A property owner or occupier will acknowledge the need and desire of his/her neighbours and be reasonably quiet. Noise levels shall be maintained below levels that will impede on the use of neighbouring properties.

○ **Sundays**

Noise levels shall be maintained at the average noise level of normal conversation between two persons.

5. **Animals and pets**

5.1 The local authority by-laws relating to pets will be strictly enforced.

5.2 No person may keep more than two dogs or more than two cats on their property.

5.3 No poultry, pigeons, aviaries, wild animals or livestock may be kept on any property.

5.4 No pets are permitted to roam the streets.

5.5 Pets must be walked on a leash at all times.

5.6 Should any excrement be deposited on any private or open space area, the owner of the pet is obliged to remove it immediately.

5.7 Every pet must be registered with the Managing Agent. Upon registration each pet will receive a colour coded identifying disk which will have the house number of its Owner engraved on it.

5.8 Should a pet be found without this specific identifying disk, its Owner will be fined in terms of clause 21 hereof. This will apply to all Tenants.

5.9 The cost of registration will be borne by the Owner.

5.10 The SHOA reserves the right to request an owner to remove their pet should it become a nuisance within the development. The SHOA, its Trustees or Managing Agent reserves the right to determine what constitutes a nuisance, in terms of clause 21 hereof.

5.11 Guests and visitors will not be permitted to bring pets into the Village.

6. **Refuse disposal**

6.1 A property owner or occupier of a property shall:

6.1.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his/her property or on such part of the property of the SHOA as may be authorised by the SHOA in writing;

6.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of this or other containers, completely drained;

6.1.3 For the purpose of having the refuse collected, place such receptacle within the area and times designated by the SHOA;

6.1.4 When the refuse has been collected, promptly return such receptacle to his/her property;

6.1.5 Properly divide his/her refuse into glass, paper, etc, should the SHOA require such division.

Maryna Dwyer

7. Vehicles

- 7.1** No property owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the SHOA.
- 7.2** The SHOA may order any vehicle parked, standing or abandoned on the common property without the SHOA's consent to be removed and/or towed away, at the risk and expense of the owner of the vehicle.
- 7.3** A property owner and occupier shall ensure that his/her vehicles or the vehicles of their visitors and guests do not leak oil or brake fluid on to the common property.
- 7.4** No property owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any property (including his/her own property) or on any portion of the common property.
- 7.5** A property owner or occupier or their visitors will not be allowed to either park or store unserviceable old vehicles and/or wrecks on his/her property.
- 7.6** No taxis or delivery vehicles will be permitted into the Village without the prior authorization of the Owner/Occupier:
 - 7.6.1** Only sedan taxis will be allowed access into the Village that have been specifically arranged for by an Owner/Occupier, and Security will only allow access to a taxi where the Owner/Occupier has arranged authorization for access with Security;
 - 7.6.2** No mini bus taxis or similar whatsoever will be given access to the Village;
 - 7.6.3** Owners/Occupiers are to inform Security if they are expecting any deliveries prior to the arrival of the delivery vehicle.

8. Damage, alterations and/or additions

- 8.1** A property owner or occupier shall not mark, drive nails or screws or the like into the exterior walls of his property, or otherwise alter any part of his property or the common property.
- 8.2** Notwithstanding clause 8.1 a property owner or occupier may, after having obtained the written approval of the SHOA, install:
 - 8.2.1** Locking devices, safety gates, burglar bars or other safety mechanisms for the protection of his/her property. No external burglar proofing will be permitted and internal burglar proofing must be as specified in the Stellendale Village Architectural Guidelines annexed to the Constitution.
 - 8.2.2** Boundary walls, fences, gates, screens or other devices to prevent the entry of animals or unwanted persons to the perimeter of the property, as specified in the Stellendale Village Architectural Guidelines annexed to the Constitution.

9. Appearance of improvements from the outside

- 9.1** A property owner or occupier shall not place anything on part of his/her property or the common property which, in the discretion of the SHOA is aesthetically displeasing or undesirable when viewed from the outside of his/her property. A property owner or occupier may not erect any walls on the front/side of his/her property facing the street, other than the walls erected by the developer. A property owner or occupier may not remove the indigenous tree planted on his/her property by the developer, without the written consent of the SHOA first having been obtained.
- 9.2** No external aerials/antennae other than the satellite dishes installed by the developer will be permitted and any additional aerials/antennae and/or dishes required must be installed in the roof space and must not protrude in an overly conspicuous manner.

10. Signs and notices

A property owner or occupier shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of his/her property or the common property so as to be visible from outside his/her property without the written consent of the SHOA first having been obtained.

Maryna Dwyer

11. Littering

No property owner or occupier shall deposit, throw, disband or deposit any rubbish including dirt, cigarette butts, food scraps, or any other matter whatsoever on his/her property or the common property.

12. Laundry

No property owner or occupier shall, without the written consent of the SHOA, erect his/her own washing lines, nor hang any washing or laundry or any items on any part of his/her property or the common property that has not been designated as such on the building plans.

13. Storage of flammable and other dangerous materials

No property owner or occupier shall store or permit the storage of any flammable, noxious, poisonous or any other dangerous material which will or may pose a health and/or safety hazard or increase the rate of the premium payable by the SHOA on any insurance policy, on his/her property or the common property.

14. Letting of units

14.1 All tenants, occupiers and other persons granted occupancy by a property owner are obligated to comply with the occupancy and conduct rules, notwithstanding any provision to the contrary in any grant of rights of occupancy. In the event of the transgressing of the occupancy and conduct rules, the SHOA will have the right to evict such transgressor(s) with 24 hours notice, from the occupied property and the common property.

14.2 Each property owner wanting to rent his property must ensure that a written lease agreement be entered into, and that such agreement contains at least the terms as per Annexure "A" hereto.

14.3 The property owner shall ensure that the occupancy and conduct rules are attached to the lease agreement signed by the tenant.

14.4 The property owner or its managing agent shall provide the SHOA Managing Agent with the full details of the lessee and the salient details of the lease agreement itself.

14.5 Upon occupation of the premises, the tenant acknowledges that his family, visitors and employees are compelled to comply with the Rules as contained herein.

14.6 The SHOA imposes a minimum letting period of three months.

14.7 The SHOA or its Managing Agent is entitled, at any time, to approach an owner or his / her duly appointed managing agent or occupant and obtain evidence or proof that the provisions of clause 14 have been complied with.

14.8 Letting Agents who do not adhere to and uphold these rules will, after three written warnings, no longer be able to let out property and operate in the Village.

15. Eradication of pests

A property owner or occupier shall keep his/her property free of ants, borer and other wood destroying insects and any other pests, and to this end shall permit the SHOA, the managing agent and their duly authorised agents or employees to enter upon his/her property from time to time for the purpose of inspecting his/her property as may be reasonably necessary to eradicate any such pests. The costs of the inspection and the eradicating of any such pest as may be found within his/her property, and the replacement of any wood-work or other forming part of such property which may be damaged by any such pest shall be borne by the property owner concerned.

16. Insurance Excess Payments

Where the SHOA's insurance policy includes cover for fixtures or fittings which are the responsibility of individual owners to maintain, such as hot water cylinders, the owner concerned shall pay any first deductible or excess applicable.

Maryna Dwyer

17 Services

The SHOA will provide certain services and perform other duties for and on behalf of property owners and occupiers in Stellendale Village, and will be responsible for the execution of other functions. The SHOA will require that all property owners make contributions and/or pay levies thereon, for the maintenance of the common property and for the execution of all its other services, duties and functions.

17.1 Services provided by the SHOA

17.1.1 Soft landscaping

All members of the SHOA will be entitled to the use and enjoyment of the common property of Stellendale Village.

- **Lawn**

Lawns established by the developer on parks, sidewalks, front portions of erven and common property will be managed and maintained by the SHOA.

- **Trees**

Trees established on parks, sidewalks, in the front portions of erven and common property by the developer will be managed and maintained by the SHOA.

- **Automated irrigation**

The automated irrigation system established by the developer on parks, sidewalks, the front portions of erven and common properties will be managed and maintained by the SHOA.

- **Maintenance of lawns, trees and irrigation**

The SHOA will maintain the communal property and buildings, and the parks, lawns, trees and irrigation systems as described above and/or by subcontracting the work to private contractors or the SHOA's own staff members, the costs to form part of the SHOA levies. If it is found that the irrigation system at the front portion of any erf or residential section has been forcibly damaged (whether intentional or unintentional), the cost of replacement of any parts of the irrigation system serving that erf or residential section, shall be recovered from the owner of that erf or residential section.

17.1.2 Access to the properties of property owners

All members of the SHOA herewith grant the right of access to the SHOA's private contractors and/or the SHOA's own staff members to the front/street side of his/her property for mowing of his/her lawn and/or tending to his/her front garden and/or tending to the irrigation system installed by the developer on behalf of the SHOA.

17.2 Hard landscaping and fixed assets

17.2.1 Stellendale Village offices

The SHOA offices and parking spaces at the town square built by the developer will be owned, managed and maintained by the SHOA, the costs to form part of the levies. The SHOA will have the right to rent the complex or part thereof for any period of time and at a nominal or any other rental, to one or more of the following entities:

- The Managing Agency employed by the SHOA.
- The Maintenance Agency employed by the SHOA.
- The Security Agency employed by the SHOA.
- The IT Agency employed by the SHOA.

17.2.2 Use of the Stellendale Village offices, community center (chapel) and other facilities

The Stellendale Village offices, community center (chapel) and other facilities built by the developer will be owned, managed and maintained by the SHOA, the costs to form part of the levies. The SHOA will have the right to rent the complex or part thereof for any period of time and at a nominal or any other rental.

Maryna Dwyer

The SHOA will ensure that its properties, i.e. the community center (chapel), offices and other facilities on the central main square and elsewhere in Stellendale Village, will be used solely for:

- (a) general management purposes of Stellendale Village and, within reason, such other management services as the tenants (in terms of 17.2.1 above) wish to conduct in the facilities;
- (b) for recreation purposes of property owners, occupiers and their guests;
- (c) for practicing of Bible-based Christian faith by property owners, occupiers and others; and
- (d) office facilities for the developer and others the developer may wish to house.

17.2.3 Stellendale Village entrance control gate, ring wall and electrical fence

The gate complex, control buildings at the entrance to Stellendale Village and the security wall built by the developer will be owned, managed and maintained by the SHOA, the costs to form part of the levies. The SHOA will have the right to rent the complex or part thereof for any period of time and at a nominal or any other rental, to one or more of the following entities:

- The Security Agency employed by the SHOA.
- The Managing Agency employed by the SHOA.
- The Maintenance Agency employed by the SHOA.
- The IT Agency employed by the SHOA.

17.3. Access control and electronic information services

17.3.1 Access control at the main gate

The developer will implement/install a system to control/manage access at the entrance to Stellendale Village. The equipment, if any, will become the property of the SHOA on installation thereof (unless such equipment was acquired on lease). The SHOA will be responsible for all the costs of the management and maintenance of the system, and the costs will form part of the levies.

- 17.3.1.1** The development is access-controlled 24 hours a day. All residents, visitors and contractors are required to adhere to the access control procedures as determined and communicated by the Managing Agent/Trustees every so often.
- 17.3.1.2** Residents are requested to treat security personnel with co-operation and courtesy when enforcing access control procedures.
- 17.3.1.3** Each resident is to ensure that their visitors/contractors adhere in all respects to the access control procedures to avoid unnecessary and aggravating circumstances at the entrance point.

17.3.2 Electronic information services

The SHOA will have the right to subcontract the installation, management and maintenance of the "always on" internet service to one or more IT/management agencies, and the costs thereof will form part of the levies.

18. Business activities

- 18.1** A property owner or occupier shall not, without written consent of the SHOA, conduct any form of business activities on or in his/her property.
- 18.2** When granting such approval, the SHOA may prescribe any reasonable condition.
- 18.3** The SHOA may withdraw such approval in the event of any breach of any condition prescribed in terms of clause 18.2.
- 18.4** Auctions and jumble sales (garage sales, flea markets etc) are strictly prohibited.

19. Utilisation of Roads

- 19.1** All roads within the development are for the free movement of all residents, whether by foot, bicycle, motorcycle, truck, delivery van or motor car.

A handwritten signature in black ink, reading "Maryna Dwyer".

- 19.2 The speed limit is 40km per hour.
- 19.3 All national and local traffic by-laws shall be enforced to the full extent of the law.
- 19.4 Parents are to ensure that their children do not play in the streets, unsupervised.
- 19.5 Vehicles are to be driven in the road only and not in any public/communal open space.
- 19.6 Noise levels of vehicles (e.g. noisy exhaust systems, and music systems) are to be kept at an absolute minimum and not to cause nuisance or disturbance within the development.

20. Enforcement of Rules

- 20.1 The responsibility for enforcing these rules rests with the property owner. Each property owner must make sure that their managing agents, tenants, visitors, contractors etc are provided these rules.
- 20.2 The occupants of any property on the development are liable for the conduct of their visitors, contractors etc, and must ensure that such parties abide by the rules.
- 20.3 Each owner/occupant must ensure that a contractor attending to any work at their property has signed the Contractor's Code of Conduct and adheres to the stipulations of the contract. (See Annexure "B")

21. Breach and Financial Penalties

- 21.1 The SHOA and its Trustees shall not be obliged to take action in response to any alleged breach of the occupancy and conduct rules if in their opinion such alleged breach is trivial and does not warrant their intervention.
- 21.2 When the SHOA is advised of any alleged breach of occupancy and conduct rules which appears to them to be non-trivial they shall take such practical and legal steps as they deem appropriate to remedy the breach and/ or ensure that it does not continue.
- 21.3 When the SHOA institutes any legal action, mediation proceedings, expert intervention or arbitration proceedings in consequence of a breach of the occupancy and conduct rules the owner concerned shall be liable for and pay all the SHOA's costs arising from such actions, and in the case of legal action the owner shall, in addition to party and party costs, be liable to pay the SHOA's attorney and own client fees and disbursements, including collection commission on the High Court scale.
- 21.4 The SHOA may, in addition to taking such action as they deem appropriate in response to any alleged breach of the occupancy and conduct rules, impose on the owner of the property concerned a financial penalty of R500.00 per breach or of R500.00 per day until a situation of breach is remedied by the owner or occupier concerned. Any such penalty shall be imposed by the Trustees in terms of a resolution taken at a meeting of Trustees and thereafter debited to the owner's levy account. If any owner fined in terms of this provision disputes that the rules have been breached he shall commence arbitration proceedings against the SHOA to settle the dispute.

22. Reselling Property

- 22.1 The SHOA imposes certain rules which are to be followed by owners (and their Estate Agents), in the process of selling their property. These rules are there to ensure that the new occupant/owner of a unit is informed of the Constitution and Conduct Rules.
- 22.2 Owners in the process of selling are to ensure that they follow the "Re-sale Process" and inform their designated Estate Agent of this process as well. Please refer to Annexure "C" in this regard.

Annexures hereto :

Annexure "A" – Minimum Terms for Lease Agreement
 Annexure "B" – Contractor's Code of Conduct
 Annexure "C" – Re-sale Process

---o0o---

Annexure "A" – Minimum Terms for Lease Agreement

An Owner will ensure that where his/her property is rented either directly or by a Letting Agent, that the Agreement of Lease will contain the following clauses over and above the terms and conditions imposed by the lessor:

- 1** The tenant/lessee is obligated to comply with the occupancy and conduct rules, notwithstanding any provision to the contrary in any grant of rights of occupancy. In the event of the transgressing of the occupancy and conduct rules, the SHOA will have the right to evict such transgressor(s), from the occupied property and the common property.
- 2** The tenant/lessee understands and accepts the Occupancy and Conduct Rules that form part of this Agreement of Lease.
- 3** Upon occupation of the premises, the tenant acknowledges that his family, visitors and employees are compelled to comply with the Occupancy and Conduct Rules as contained herein.
- 4** The tenant/lessee accepts that the SHOA or its Managing Agent is entitled, at any time, to approach an occupant and obtain evidence or proof that the provisions of clause 14 of the Occupancy and Conduct Rules have been complied with.
- 5** It is a condition of occupancy that the SHOA will not be held responsible for loss or damage of any property brought onto the premises, whether arising from fire, theft or from any other causes and by whomsoever caused or arising from the negligence (gross or otherwise), or wrongful act of any person in the employment of the SHOA.
- 6** The tenant/lessee is responsible for the correct and decent behavior of all occupants. Should occupants, including the tenant/lessee, behave in such a manner which is not acceptable by civilized standards, the tenant/lessee and his occupants/guests will be evicted from the property. No loud music, shouting or any anti-social behavior will be tolerated. Should the tenant/lessee or his guests/occupants not adhere to requests to control their behavior they authorize the Letting Agent or Owner to evict them from the property. Please respect the quiet times between 23h00 and 07h00.

Annexure "B" – Contractors' Code of Conduct

- 1 Owners/occupants are to inform Security that they expect the arrival of contractors. The arrival date is to be disclosed as well as the name of the company. Security has been instructed to not allow access to any unauthorized persons in order to enhance security in the Village.
- 2 Should any alternations or additions be of a nature that noise and excessive dirt or rubble will affect neighbours, the Owner is obliged to notify the SHOA's Managing Agent timeously so that due notice can be given to neighbours, as a courtesy.
- 3 The Owner will at all times ensure that the contractors keep noise and excessive dirt to a minimum. No work will take place before 08h00 and after 16h30 on weekdays. No contractors are permitted to work on Saturdays, Sundays and public holidays.
- 4 The Owner will at all times ensure that their contractors comply with industry standard safety regulations.
- 5 No rubble will be dumped on common property or so as to obstruct roads, driveways or access. All rubble is to be removed from site and not left to accumulate for longer than 48 hours. If for logistical reasons due to the nature of building works, this is not possible, permission is to be obtained from the SHOA prior to leaving rubble on site for longer than 48 hours.
- 6 Contractors will not be allowed to do any work of an external nature unless the Owner has followed due procedure and submitted relevant plans to the SHOA, for its scrutiny and approval. Written permission must be obtained from the SHOA prior to the commencement of any building works.

Annexure "C" – Re-sale Process

- 1 Owners are reminded and are to advise their Estate Agents that "For Sale" signs and boards are only allowed to be placed on the inside window of the property and are not permitted anywhere else.
- 2 Owners are to ensure that the Estate Agent includes in the Deed of Sale that a Home Owners Association exists and that its Constitution and Occupancy and Conduct Rules will become a condition of title on transfer to the purchaser.
- 3 Owners are reminded that they require consent from the SHOA in order to effect transfer of their property. The SHOA or its Managing Agent will not issue a Consent to Transfer unless all levies have been settled and any illegal improvements or installations have been removed and the property made good.