



THE HOUSE RULES

AS REVISED AND RATIFIED AT THE ANNUAL GENERAL MEETING HELD ON

28 SEPTEMBER 2023

The House Rules of the
Mataffin Macadamia Homeowners Association RF NPC
Registration Number: 2013/043517/08

INDEX

Preamble	3
1. Definitions	3
2. Interpretation	5
 <u>SECTION A: PROCEDURAL AND ADMINISTRATIVE MATTERS</u>	
3. Village Layout	6
4. Board Process	6
5. Disputes / Complaints / Suggestions	7
6. Indemnity and Waiver	7
 <u>SECTION B: RESIDENT'S RESPONSIBILITIES</u>	
7. General	8
8. Aesthetic Rules	10
9. Pets	11
10. Security	11
11. Vehicles and Use of Streets	12
12. Refuse Removal / Recycling	13
13. Garden and Landscaping	13
14. Selling or Letting of Property	15
15. Swimming Centre	16
16. Legality and Penalty	17

Preamble

Living in the village means being part of a community which shares a secure and high-quality lifestyle through an acceptable set of rules by which residents in the village may live together, reasonably and harmoniously, without interfering with one another's enjoyment, to the benefit of all.

The rules are required to be reasonable, binding on and to apply equally to all residents. Based upon this rationale, the rules should be seen to be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction.

The primary aims and objectives of the house rules include:

- ensuring the village is and remains safe, peaceful and tranquil;
- preparing, preserving and enhancing the historic, environmental and architectural aesthetics in the village;
- caring for the communal interests of all residents;
- ensuring the effective administration of the village;
- ensuring compliance with the house rules as it will assist in enhancing harmonious relations between residents in the village; and
- assisting to protect and grow the owners' investments within the village.

1. Definitions

In the house rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 1.1. **"association"** means the Mataffin Macadamia Homeowners' Association RF NPC registration number 2013/046517/08 being a non-profit company with voting members incorporated in terms of the Companies Act;
- 1.2. **"board"** means the board of directors of the association as elected;
- 1.3. **"building and landscaping regulations"** means the prescriptive building, architectural, gardening, landscaping and visual aesthetic provisions that residents have to comply with when *inter alia* erecting a fence, wall, building, and/or structure and such a document shall form part of the house rules and is annexed as Schedules 1 and 2;
- 1.4. **"Companies Act"** means the Companies Act No. 71 of 2008, as amended, read with the regulations promulgated in terms thereof;
- 1.5. **"body corporate"** means a sectional title body corporate as defined in the MOI;

- 1.6. **"business days"** has the meaning determined in accordance with section 5(3) of the Companies Act, which states as follows:
- 1.6.1. When, in this Act, a particular number of 'business days' is provided for between the happening of one event and another, the number of days must be calculated by—
- (a) excluding the day on which the first such event occurs;
 - (b) including the day on or by which the second event is to occur;
 - (c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b), respectively.
- 1.7. **"care centre"** means the care centre facility as operated by a care service provider appointed by the board;
- 1.8. **"common property"** as defined in the MOI;
- 1.9. **"council"** means the City of Mbombela Local Municipality;
- 1.10. **"employee"** means a person who receives remuneration for any work conducted, whether it is on a full-time, part time, contract, piece job or project basis, for a resident;
- 1.11. **"heritage properties"** means as defined in the MOI;
- 1.12. **"house rules"** means these rules, as adopted by members, governing conduct in the village;
- 1.13. **"in writing"** means as defined in the MOI;
- 1.14. **"management"** means the individual, support personnel, service providers and/or outsourced entity, including the managing agent, as defined in the MOI that may be appointed by the board to manage the day-to-day operations of the association;
- 1.15. **"member"** means a body corporate established in terms of the Sectional Titles Act on a stand or a registered owner of a stand as defined in the MOI including the member's successors in title, or assignee;
- 1.16. **"notice"** means notification to a person in writing that provides the person with at least 7 (seven) business days' notice prior to an event. Any notice in relation to board and members' meetings will be given as stated in the MOI;
- 1.17. **"MOI"** means the memorandum of incorporation in respect of the association, as amended from time to time;
- 1.18. **"owner"** means any person, company, closed corporation or trust reflected in the records of the Registrar of Deeds as the registered owner of a stand or a unit owner as defined in the MOI;

- 1.19. **"property"** means any unit, being a sectional title unit in a scheme, or a free holding stand including the structures erected on such a stand;
- 1.20. **"representative"** means any person nominated to represent a member as defined in the MOI;
- 1.21. **"resident"** includes a person residing in the village irrespective of whether the person is an owner, tenant or occupant of a property and for the purposes of the house rules "resident" shall also include to mean members;
- 1.22. **"Sectional Title Act"** means the Sectional Titles Act 95 of 1986, amended;
- 1.23. **"visitor"** means any person who has been granted authorization / access to the village by an owner or resident;
- 1.24. **"village"** means the Mataffin Macadamia village as defined in the MOI as the "association area";
- 1.25. **"village green"** means the private open space as defined in the MOI.

2. Interpretation

- 2.1. The house rules shall be read with the MOI and article 1 of the MOI pertaining to the interpretation shall apply mutatis mutandis to the house rules unless specifically altered in the house rules.
- 2.2. In case of a conflict of interpretation or an unclear provision in the house rules, the MOI shall prevail.
- 2.3. In the event of a dispute as to the interpretation of the house rules, the interpretation thereof by the board shall be final and binding.
- 2.4. All days shall be calendar days unless stated otherwise.

SECTION A: PROCEDURAL AND ADMINISTRATIVE MATTERS

3. Village layout

The village comprises various sections as depicted in the updated layout plan (SDP v47 attached as Schedule 3), and includes:

- 3.1. an “assisted living and “senior lifestyle” section that includes those sectional title and freehold units located in the immediate vicinity of the premises of the care centre with the purpose of allowing for a calmer and more serene environment in line with that of a retirement home for these residents. It is required that:
 - 3.1.1. at least one of the occupants of an assisted living or senior lifestyle sectional title unit must be a minimum of 49 (forty-nine) years of age.
 - 3.1.2. at least one of the occupants of a **freehold unit in Phase 5** (situated on Portions 340 to 361 of Erf 2) of the village development must be a minimum of 45 (forty-five) years of age
 - 3.1.3. No minor person i.e. younger than 21 (twenty-one) years of age may reside in the senior lifestyle freehold units permanently.
 - 3.1.4. no more than two permanent occupants per unit within the assisted living section will be permitted unless prior written approval has been obtained from the board.
- 3.2. a “lifestyle” section that includes all those freehold and sectional title units located outside the assisted living section; and
- 3.3. a “heritage” section consisting of the heritage properties and the village green. It is recorded that there are special conditions relating to the heritage properties as recorded in the MOI.

4. Board process

- 4.1. Any matter whereof noting, consideration and/or written approval by the board is required shall be conducted in accordance with the following board process unless the board has decided otherwise:
 - 4.1.1. The resident shall provide the duly completed documentation, as each case may require, to the board at least 10 (ten) days prior to the next scheduled board meeting to ensure the matter is recorded as an agenda item, failing which the matter shall be tabled at the following board meeting;
 - 4.1.2. No anonymous or unidentified submissions shall be considered;

- 4.1.3. The board may request more detail, information or further documentation and/or call upon any person to submit verbal and/or written submission as the case may be;
- 4.1.4. The board shall inform the resident of the board's decision, which decision shall be final and binding unless the resident follows the board appeal process as detailed below;
- 4.1.5. A resident may appeal against a board decision within 10 (ten) days after such a decision has been made by providing the chairman of the board with a written submission of reasons for reconsideration. The chairman shall consider the submission and should new and/or any other relevant information be made available that the chairman deems to be material, the matter shall be tabled for review at the next scheduled board meeting. Once the board has deliberated on the appeal the resident will be informed of the board's decision that shall be final and binding;
- 4.1.6. The board shall not unreasonably withhold its written approval; however, it shall ensure that the MOI and house rules are upheld.

5. Disputes / Complaints / Suggestions

- 5.1. In the event of a dispute, the parties involved should attempt to settle the matter by exercising due tolerance, reasonableness, and consideration, failing which, the board process as in clause 5 may be initiated by any party.
- 5.2. If the board is of the view that the dispute cannot be resolved by the board, it may in its sole discretion either:
 - 5.2.1. Inform the parties involved that the board is not prepared to facilitate the matter and/or make a decision;
 - 5.2.2. Refer the matter to an independent arbitrator as set out in article 35 of the MOI, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;
 - 5.2.3. In this regard, the arbitrator's decision shall be final, and binding and the arbitrator shall be entitled to make an award as regards to legal costs.

6. Indemnity and waiver

- 6.1. The board shall not accept any responsibility for any accident, loss, or damage to any persons and/or property and all persons entering the village do so at their own risk.
- 6.2. No resident shall have any claim of whatsoever nature for damages against the board, the individual directors and/or the association as a direct or indirect result of a decision taken by the board, the individual directors and/or the association.

SECTION B: RESIDENT'S RESPONSIBILITIES

7. General

- 7.1. It is the duty and responsibility of each resident to ensure that he/she obtains a copy of the most recently approved house rules and all schedules annexed thereto. Any changes to the house rules as per clause 16.5 will be communicated to the residents by the board.
- 7.2. All residents shall conduct themselves and/or oversee the conduct of their visitors or employees to uphold and enhance the aims and objectives as contained in clause 1 and to be considerate to their fellow residents.
- 7.3. The house rules have been formulated in alignment with the MOI and are binding on all residents, visitors, and employees. Where an eventuality has not been specifically addressed residents shall be expected to act with good judgement, as the reasonable village resident would act, and uphold the aims and objectives of the house rules.
- 7.4. It is the responsibility of residents to read, understand and comply with the house rules. Residents must further ensure that any visitors or employees adhere to the house rules.
- 7.5. Should a resident be a body corporate it will ensure compliance with the house rules by the residents of its units.
- 7.6. Residents shall prevent any actions or omissions impacting negatively on the aims and objectives as contained in the preamble.
- 7.7. Noise levels must be always kept to a minimum.
- 7.8. It is understood that residents will from time-to-time host events where numbers and noise levels are anticipated to exceed the norm. In such cases the residents are required to inform the adjoining neighbours at least 48 (forty-eight) hours prior to the event. Should a serious objection be raised by any neighbour, the parties should try and resolve the matter between themselves. In the event they are unable to, the matter will be referred to Management for their consideration. Any noise levels from parties etc. shall be reduced to a level so as not to be a disturbance, and from 22h00 so as not to be heard by neighbours.
- 7.9. Electric power tools, lawnmowers, grass trimmers and the like shall only be used between:

Monday to Saturday 08:00 to 18:00
Sundays and Public holidays 10:00 to 13:00
- 7.10. Residents and their guests are urged to leave any natural or communal open space visited as clean as it was found. Residents are urged to pick up and dispose of any litter encountered in such open spaces.
- 7.11. The consumption of alcohol is prohibited in any communal area, unless in designated areas.

- 7.12. No fires may be lit in any communal area, unless in designated areas
- 7.13. Flora as well as any natural features such as dead wood, rocks and items of archaeological significance may not be damaged and/or removed from any open space.
- 7.14. No slaughtering of animals and butchery activities may be carried out in the village.
- 7.15. Residents shall ensure that a high standard of garden and sidewalk maintenance is carried out.
- 7.16. Where a property has been completed, and such dwelling remains unoccupied for more than one month, the member concerned shall ensure that the dwelling is properly locked and properly controlled. The member shall furthermore be responsible to maintain electrical and water services and properly maintain the garden and pavement. Failure to comply may, at the discretion of the board, lead to a penalty being imposed and/or the assessment of the situation on the property concerned by the board and the appointment by the board of a contractor to remedy any failure identified in terms of the assessed situation to ensure compliance with the rules. The resident concerned will be responsible for all costs in this regard.
- 7.17. Where a property has not been completed, the board may at any time assess the situation on the property from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any discrepancy identified in terms of the assessed situation to ensure compliance with the rules. The member concerned will be responsible for all costs in this regard.
- 7.18. No advertising by external service providers, visitors and residents will be allowed in the village and/or around its entrances.
- 7.19. No burning of rubbish in the village is permitted.
- 7.20. No vandalism of whatsoever nature shall be tolerated.
- 7.21. The lighting or discharging of fireworks within the village is strictly prohibited.
- 7.22. No unauthorised business activity or trading that may negatively impact security or cause a disturbance of the peace will be allowed.
- 7.23. Residents shall comply with all applicable laws and regulations as well as municipal by-laws.
- 7.24. No generators will be permitted in the village. Owners and residents who wish to have back up power are to install solar and/or battery-operated systems subject to the scheme architect approving any external fixtures and fittings.

8. Aesthetic rules

- 8.1. Residents should participate to enhance the aesthetics of the village by ensuring their own property complies with the standards as set by the board including but not limited to the building and landscaping regulations.
- 8.2. Residents shall not place or alter anything, which is displeasing or undesirable on the outside of their property or to the community property.
- 8.3. All new fences, walling, external finishes, buildings and/or structures must be in line with the village building and landscaping regulations (refer to Schedules 1 and 2);
- 8.4. All residents must submit plans to and obtain prior written approval by the board, who shall take into account the impact on neighbours, when intending to erect any fencing, walling, buildings and/or structures that specifically include but is not limited to carports, lean-to's, garages, employees' quarters, storerooms, pergolas, wendy-houses and/or tool sheds;
- 8.5. Despite any provisions contained in the building and landscaping regulations no resident may;
 - 8.5.1. Erect any pre-cast garden walls on their property.
 - 8.5.2. Install and/or position external fixtures including but not limited to television, radio aerials or solar heating panels, which according to the board, are unsightly, inconsistent with the aesthetic appearance of the village and/or in contravention of the building and landscaping regulations.
 - 8.5.3. Relax the building lines without the prior written approval of the board, which approval must be obtained prior to the submission to and approval by the council.
 - 8.5.4. Utilise shade cloth as a barrier, fence or roof, with the exception of the sectional title units in the assisted living section, who have shade cloth car ports;
 - 8.5.5. Allow washing lines to be visible from the streets.
- 8.6. Residents wishing to install rainwater harvesting tanks to conserve water are required to follow and adhere to the policy for the installation of tanks for rainwater harvesting attached hereto as Schedule 5.

9. **Pets**

- 9.1. Local authority bylaws relating to any pets shall be strictly enforced. A copy of the latest bylaws can be obtained from the City of Mbombela Local Municipality's website and the onus rests on individuals to be aware of the bylaws and ensure compliance.
- 9.2. There may be a maximum of 2 (two) dogs and 2 (two) cats per freehold stand in the lifestyle section of the village and all dogs and/or cats shall be registered with the security officer.
- 9.3. The keeping of chickens, hens, ducklings and duck hens, is permitted, strictly in accordance with the municipal by-laws. No cockerels, drakes, or other poultry, or other livestock is permitted.
- 9.4. No pigeons, parrots and/or aviaries will be allowed in the village.
- 9.5. Each individual body corporate, where applicable, may determine the provisions regarding pets but such provisions shall be equal to or more strenuous than the house rules considering the size of the units.
- 9.6. Pets are not allowed to cause any nuisance or inconvenience in any way to other residents. Residents' pets with a predisposition to bark or howl will not be allowed in the village.
- 9.7. **All** pets must be kept on an resident's property, within an enclosed area or on a leash always with the understanding that a dog owner will be obliged to erect a fence on or within the property. For the keeping of chickens, hens, ducklings and duck hens, strict adherence to municipal by-laws is emphasised and any built structures will require the approval of the village architect.
- 9.8. Dog owners must ensure that their animals are on leashes when off their property and may, under no circumstances, foul other residents', or community property.
- 9.9. Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 9.10. Every pet must wear a collar with a tag indicating the name, address, and telephone number of its owner. Cats shall be required to wear a collar with a bell. Stray dogs, without identification tags or cats without bell collars, will be apprehended and handed to the SPCA or any other relevant authority. Chickens, hens, ducklings, or duck hens found outside of a resident's property will be removed and handed to the SPCA.
- 9.11. Pet owners shall accept full responsibility for any injuries or damage to any person property or common property in the village caused by the pet.
- 9.12. The board reserves the right to notify any pet owner to take steps should a pet become a nuisance or a danger. Should the situation not improve the board may instruct the pet owner to remove the pet from the village within a specific period.

- 9.13. The association shall only consider formal complaints concerning pets (and any other circumstances which constitute a nuisance, danger or potential hazard) when presented to the board in writing.

10. **Security**

- 10.1. The board will approve and communicate the security protocol that will contain amongst other things the access control policy and procedures. The current access control policy and procedures are attached hereto as Schedule 6.
- 10.2. Residents, visitors, and employees shall at all times adhere to the security protocol.
- 10.3. While the board undertakes to ensure the best possible security services to the village, it is emphasised that all residents are ultimately responsible for their own security.
- 10.4. Residents are to be aware at all times of the need to enforce and apply security. Any suspicious activity, including unknown persons not displaying village identity cards, should be reported to the security officer immediately.
- 10.5. No interference with the security protocol will be allowed. Any transgressions and/or incidents shall be reported to the security officer and may be escalated to the board.
- 10.6. All security personnel must be treated in a co-operative and respectful manner. Should any person be found to abuse security personnel or fail to adhere to the security protocol they shall be refused entrance or exit, and the matter may be escalated to the security officer and ultimately the board.
- 10.7. Residents will be obliged to purchase a gate remote control and/or access card to obtain access to the village and must report to the security officer if such gate remote control and/or access card is lost, stolen or mislaid. Any additional gate remote controls and/or access cards must be acquired from the security officer.
- 10.8. Gate remote controls and/or access cards may not be utilised by anyone other than residents or their authorised representatives. Improper use thereof can lead to confiscation and/or appropriate action being taken by the board.
- 10.9. Upon permanently vacating a property for any reason whatsoever the resident must ensure that all gate remote controls and/ or access cards are returned to the security officer.
- 10.10. Residents undertake to maintain any external security lights on their respective properties in good working order. Such lights must be adequately screened so as not to cause discomfort to neighbours.
- 10.11. A resident shall register each employee with the security officer and such employee shall be issued with a village identity card and written permission to work in the village. Village identity cards must be produced on entry and failure to produce a village identity card may lead to refusal of entrance. Any termination of employment must be communicated to the security officer within 48 hours and the identity card returned.

- 10.12. Employees are not allowed in the sectional title section of the assisted living area unless prior approval had been obtained by the body corporate and care centre or by the board.

11. Vehicles and use of streets

- 11.1. Pedestrians have the right of way, and motorists shall approach crossings with caution.
- 11.2. Parking of vehicles must not create an inconvenience to other residents.
- 11.3. No vehicle repairs may be done in the public areas.
- 11.4. Only licensed drivers may operate and/or drive engine powered vehicles that are licensed in terms of road traffic ordinances and bylaws. No un-roadworthy vehicles shall be permitted in the village.
- 11.5. Residents' vehicles must be parked in a garage/carport or in a designated parking bay in the sectional title areas. No vehicle may be parked outside the erf boundary in the common property areas.
- 11.6. All vehicles, caravans, boats and/or trailers or any other large containers or objects, must be housed within an enclosed garage or carport. None of the above-mentioned items may be parked in the roads or sidewalks or on other residents' properties.
- 11.7. The recreational riding of motorbikes, roller skates, skateboards, scramblers, scooters, or similar mobile equipment is not allowed within the village.
- 11.8. The use of vehicle hooters to beckon or attract attention, other than in terms of normal traffic safety, is prohibited.
- 11.9. The streets of the village are for use of all residents, whether it be on foot, roller skate, bicycle, motorcycle, trucks, delivery vans, buses, motor vehicles or the like. The motor vehicles are considered part of the street environment but are not the dominating factor.
- 11.10. No quad bikes are permitted to be driven anywhere in the village.
- 11.11. The speed limit in the village is restricted to 30 km/h. Save for the speed limit, all other house rules as passed by the board and statutory traffic rules will apply.
- 11.12. Parents are responsible for ensuring that children are made aware of the dangers relating to the use of streets and must take responsibility for children's safety.
- 11.13. To prevent any damages to roads in the village, residents should refrain from excessively discharging irrigation water or water used to wash down pavements, vehicles, etc. into the roads.

12. Refuse removal/ Recycling

- 12.1. The association embraces environmental stewardship and to this end recycling of waste is expected of residents.
- 12.2. Waste should be separated at source as determined by the association and placed in refuse containers clearly marked as recyclable waste.
- 12.3. Refuse will be collected once a week according to the municipal collection schedule. Residents who fail to comply therewith shall be responsible for the removal of such refuse.
- 12.4. Refuse containers shall not be overfilled and are to be placed at the designated areas.
- 12.5. Garden refuse must be bagged and shall be deposited on the pavement at a designated area on collection days and only until 12h00 (midday). No garden or other refuse or rubble may be visibly deposited on weekends and/or public holidays.

13. Garden/Landscaping maintenance

- 13.1. The association is responsible for the landscaping maintenance of communal areas excluding the village green, and boundary hedges. The landscaping and maintenance of the village green is the responsibility of H L Hall and Sons (Pty) Ltd as provided for in the MOI, which requires H L Hall and Sons (Pty) Ltd to maintain standards equivalent to or better than those set by the association. The cost of maintaining the perimeter hedge will be shared between the association and HL Hall and Sons (Pty) Ltd in an equal share.
- 13.2. New landscaping must be predominantly indigenous and in keeping with the landscaping and planting list in schedule 2. H L Hall and Sons (Pty) Ltd, the association and residents shall ensure that no noxious flora are planted or allowed to grow in gardens.
- 13.3. Residents are expected to maintain a neat and tidy garden of a high standard. A garden is deemed to include the road verges and hedges adjoining a property.
- 13.4. Unoccupied or vacant properties must be kept clean and tidy. Grass shall be cut on a regular basis to the satisfaction of the board, failing which the board reserves the right to cut, clean and maintain the property at the resident's expense.
- 13.5. Landscaping on common property abutting a resident's property will be permitted subject to the following requirements and understanding:
 - 13.5.1. Prior to establishing a permanent or temporary structure, facility, sign and/or garden on common property a resident is required to obtain the agreement of the neighbours in the vicinity of the property and then to apply for approval in writing from the Homeowners Association (HOA). This includes but is not limited to common property road verges outside a resident's property. The resident/owner may not proceed with the establishment until written approval, with or without conditions, is given by the HOA.

- 13.5.2. A structure, facility or garden established on road verge or common property does not in any way transfer ownership or additional rights to the resident/owner who undertakes this, notwithstanding the obligation on the resident and owner to obtain permission from the HOA for this structure, facility, or garden prior to establishment.
- 13.5.3. The structure, facility, or garden, once permission is granted by the HOA, is established at the risk of the resident and owner involved and needs to be maintained by the owner.
- 13.5.4. Reasonable access to and access through the common property concerned by residents/owners is not to be restricted.
- 13.5.5. Any damage to the installed landscaping and/or features on the common property adjoin the owner's property by other residents, visitors, contract workers, service providers, an act of God, or because of damage by trees on common property, will be for the account of the resident/owner who installed the landscaping and/or structure. This will include damage incurred during an HOA contract worker carrying out maintenance/installation activities.

14. Selling or letting of property

- 14.1. The concept of the village imposes certain restrictions in the way Estate Agents may operate therein. To ensure that the regulations contained in the MOI and the house rules are made known to prospective new residents, the following house rules relating to the sale and letting of units or property shall apply:
 - 14.1.1. Should an owner wish to sell a property and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the buyer is informed of and receives a copy of the MOI and house rules. These documents shall be attached as an annexure to any deed of sale.
 - 14.1.2. Should an owner wish to sell a property, the prospective purchaser will be required to make payment to the Association (MMHOA) of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy-in levy may be amended from time to time by the Association (MMHOA). In the event of a re-possession and resale of the property by the purchaser's bank, clause 14.1.2 will not apply.
 - 14.1.3. Should a member wish to lease property and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the tenant is informed of and receives a copy of the house rules. These documents shall be attached as an annexure to the lease agreement.

- 14.2. Agents may only operate on a “by appointment” basis and must personally accompany a prospective purchaser or lessee. Agents are not permitted to have “show houses” in the village and/or to erect any “for sale” or “to let” signage boards, without the prior written permission of the board.
- 14.3. A member may not enter into a lease agreement unless the lessee acknowledges in the lease agreement that upon occupation of the leased premises the house rules, as amended, shall be adhered to by the lessee, visitors, and employees.
- 14.4. The house rules applicable as on the date of the lease agreement shall be annexed thereto and the house rules, as amended, shall be read as part of the lease agreement.
- 14.5. Any lease agreement for a unit in the assisted living section of the village shall contain a provision to the effect that the tenants have agreed to a compulsory interview with the care centre operator before they take occupation. At this interview, the services as offered by the care centre operator and the terms and conditions for the use thereof will be brought to their attention and explained, should these services be required at any time during the lease agreement.
- 14.6. The board may instruct members to terminate a lease agreement if a particular tenant fails to rectify behaviour that is in contravention of the MOI and/or the house rules.
- 14.7. The board may instruct an owner who resides in the village to terminate their residence if the owner fails to rectify behaviour that is in contravention of the MOI and/or the house rules.
- 14.8. The owner and/or tenants shall be held responsible for any consequences which flow from the breach of the house rules.

15. Swimming pool and recreational area

The association owns and controls Portion 220 (a portion of Portion 1) of Erf 269 Mataffin Township ("the swimming pool area") and will make the swimming pool area available for use by members, their invitees, families, and visitors subject to the discretion of the directors from time to time otherwise as follows:

- 15.1. children under the age of 12 using and/or coming onto the swimming pool area must be accompanied by an adult;
- 15.2. whilst the association will take all reasonable steps to ensure that the swimming pool area complies with all regulations pertaining to safety, persons making use thereof shall do so entirely at their own risk;
- 15.3. the association shall not be under any obligation to provide lifeguard or similar services;
- 15.4. no excessive noise, including but not limited to the use of musical instruments or any equipment for the amplification of sound shall be permitted at the swimming pool area other than within buildings or structures provided by the association for that purpose;

- 15.5. members shall ensure that their guests, family members, invitees and any other persons using the swimming pool area through that member comply with these rules and do not, prejudice or harm other persons in their use and enjoyment of the swimming pool area;
- 15.6. no glass or breakable objects may be brought within 3 metres of the edge of the swimming pool;
- 15.7. no alcohol shall be permitted at the swimming pool area other than within buildings or structures provided by the association for that purpose;
- 15.8. the directors may prescribe such further rules from time to time as they deem necessary, including limiting the hours when the swimming pool area will be available for use.

16. **Legality and penalty**

- 16.1. The board at its sole discretion, reserves the right to take appropriate action against any resident who does not comply in full of the house rules.
- 16.2. Should a resident refuse to comply with the house rules, the security protocol, a policy, or procedure approved by the board, a board decision or an instruction from the board despite having received proper notice, the board may take any such steps as it deems to be fair and reasonable.
- 16.3. Any contravention of the house rules by a tenant, employee or a visitor shall be deemed to be a contravention by the relevant resident and the resident may be subject to a penalty as decided by the board.
- 16.4. Should there be any cost implications arising out of any steps taken to enforce the house rules such costs will be for the resident's account and any legal fees will be raised on a client and attorney scale.
- 16.5. The board may propose the amendment of the house rules, as may be deemed necessary to enhance the aims and objectives as in the preamble, for approval by members at a general meeting.
- 16.6. Penalties shall be determined at the first annual general meeting of the association and may be amended and/or varied at subsequent general meetings from time to time. A schedule of penalties has been approved by the board and the penalty schedule, annexed hereto as Schedule 4, is deemed to form part of the house rules. The board may review the penalty schedule, from time to time.
- 16.7. Any resident who contravenes any provision of the house rules shall be guilty of an offence and subject to a penalty in terms of the house rules.
- 16.8. The offender will receive a notice detailing the contravention and he/she will be given an opportunity to remedy the breach thereof within 7 (seven) days of the delivery of such notice or such time given to remedy the breach.

- 16.9. The board may, by unanimous decision, determine to impose a penalty should an offence not be remedied in line with the instructions contained in the notice and notice of the penalty shall be delivered to the offender.
- 16.10. Should the penalty be in the form of a fine, payment shall be made within 21 (twenty-one) days, failing which the board may impose further penalties and/or interest.
- 16.11. The board may take further legal action should the offence not be remedied after 21 (twenty-one) days have lapsed and/or failure of payment of a fine.
- 16.12. A person who is aggrieved by a fine and/or penalty may within 7 working days of the date upon which the fine was issued lodge a grievance by following the board process in clause 4.

Schedules:

Schedule 1: Architectural Specifications and Guidelines

Schedule 2: Landscaping and planting list

Schedule 3: Village Layout

Schedule 4: Penalty Schedule

Schedule 5: Policy for the Installation of Rainwater Harvesting Tanks

Schedule 6: Access Control Policy and Procedures

I/We, the
resident(s) to be residing at
in the village acknowledge that I/we have received a copy of the house rules and all schedules thereto.

Signature: _____

Date: _____

Schedule 1: Architectural Specifications and Guidelines

Schedule 2: Landscaping and Planting list

Schedule 3: Village Layout (SDP v47)

Schedule 4: Penalty Schedule

Schedule 5: Policy for the Installation of Rainwater Harvesting Tanks

Schedule 6: Access Control Policy and Procedures

