



KELDERHOF

Country Village

**Kelderhof Country Village
Owners' Association**

*A statutory body established in terms of Section 29(1) as read with Section 42
of the Land Use Planning Ordinance, 15 of 1985*

Code of Conduct

February 2026

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1. Preliminary

1. (1) These Conduct Rules have been established in accordance with the Constitution and enforced by the Trustees, the Estate Management and/or the managing agent of the Kelderhof Country Village Owners' Association ("the Association" and/or "the Village"), to provide for the use and enjoyment of the common areas, to promote the harmonious co-existence of all owners and/or occupiers of erven within the Village, to advance and protect the Village, and to manage the collective interests common to all members.

(2) These Conduct Rules may be further amended from time to time, subject to the provisions of the Constitution, by the trustees.

(3) The Estate Manager and Trustees manage the application and enforcement of this rule exclusively. The association encourages friendly community engagement with an offending neighbour if it is impeding the resident and/or owner from peaceful enjoyment of their property. However, the Association does not encourage resident-to-resident enforcement, and owners may report persistent violations in nature, despite friendly engagement, that materially affects their ability to enjoy and use their property. Tenants are requested to direct any such concerns to their landlords, who remain responsible for ensuring their tenants' compliance with estate rules.

2. Binding nature

2. (1) These Conduct Rules shall be binding on all owners and/or occupiers including their visitors, contractors, and staff, and it shall be the duty of the owner/s to ensure compliance with these Conduct Rules by their occupiers.

(2) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular erf will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the Association.

(3) It is noted that these rules are binding on any delivery and/or courier persons entering and or exiting the Estate for the purpose of making a delivery to an erf/erven, in accordance with Rule 18 below.

3. Definitions and interpretation

3. (1) In these Conduct Rules, unless inconsistent with the context and the provisions of the Constitution, the following words and expressions shall have the meanings hereby assigned to them:

(a) "**Association**" means the Kelderhof Country Village Owners' Association, "**owners Association**," "**estate management**" and "**Village**" have a corresponding meaning;

(b) "**children**" means any person under the age of 10 (ten) years of age;

(c) “**common area/s**” means the common areas within the Village, including, but not limited to the roads, lifestyle center, HOA verges, parks, and facilities;

(d) “**Community Schemes Ombud Service Act**” means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;

(e) “**Constitution**” means the Constitution of the Association;

(f) “**contractor**” means any artisan, builder, electrician, plumber, or other person appointed by an owner, occupier, or tenant to perform minor alterations, renovations, or structural alterations in terms of these rules, including the workers, employees, sub-contractors, suppliers, and other service providers of the contractor;

(g) “**delivery person**” means any person entering and/or exiting the Estate for the purpose of making a delivery, of whatever nature, to an erf/erven within the Estate;

(h) “**Estate Rules**” means these rules which govern the Village as contained in this document, amended from time to time subject to the Constitution and “**code of conduct**” have a corresponding meaning;

(i) “**motor vehicle**” includes any vehicle, truck, motorcycle, or motorised scooter;

(j) “**occupiers**” means any person/s occupying an erf, other than the owner, including a family member/s, tenant/s, visitor/s, and guest/s;

(k) “**ombud**” means a person contemplated in the Community Schemes Ombud Service Act;

(l) “**owner**” means the person/s in whose name the erf is registered at a deeds registry, or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “**owned**” and “**ownership**” have a corresponding meaning;

(m) “**pets**” means pets in the traditional sense, including but not limited to dogs, cats, birds, and reptiles, but specifically excludes any exotic species of animals, i.e., animals that are not bred for domestic purposes, and

(n) “**visitor**” means any person/s visiting an erf, other than those person/s defined under occupier, including guests, employee/s, and contractor/s, but excludes any delivery person/s.

(2) In the interpretation of these Conduct Rules, unless the context otherwise indicates:

- (a) the headings to these Conduct Rules are for reference purposes;
- (b) where numbers are expressed in words and in numerals, the words shall prevail should there be any conflict;
- (c) words and expressions used herein shall have the meaning assigned to it in the Constitution;
- (d) words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons and vice versa;
- (e) when any number of days is prescribed in these Conduct Rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;
- (f) Should any of these Conduct Rules be in conflict with a provision of the Constitution, the provision of the Constitution shall take precedence, and
- (g) reference to natural persons includes legal persons and the converse shall apply.

4. Indemnity

- 4. (1) Any person/s on the common areas of the Village, or using any of its facilities or services, do so entirely at their own risk, and no person/s will have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.
- (2) The Association will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their property directly or indirectly, in or about the common areas or its amenities, nor for any act done or for any neglect on the part of the Association, the Trustees, or any of the Association's employees, agents and/or contractors.

5. Written consent

- 5. (1) Whenever the written consent of the Trustees is required in terms of these Conduct Rules, application for such consent must be made in writing, and the applicant owner must furnish the Trustees and/or estate manager with all the details and documents as may be required by the Trustees and/or estate manager.
- (2) The written consent of the Trustees in terms of these Conduct Rules, or the withdrawal thereof, shall be in such format as decided upon by the Trustees from time to time.

(3) The Trustees may attach reasonable conditions to their consent.

(4) The Trustees may, by written notice, notify the applicant owner concerned, if any condition imposed is not complied with, including a warning that the consent will be withdrawn if such conditions are not complied with.

(5) If non-compliance with the conditions persists for a period of 14 (fourteen) days after the Trustees' notice, the Trustees may withdraw their consent, by written notice to the applicant owner.

6. Safety and Security

6. (1) Owners and/or occupiers must ensure that the security and safety of others, as well as their properties are preserved and protected, and in particular must ensure compliance with the Village's security system rules below and those that may be put in place from time to time:

(a) all occupiers must provide their contact details, including their official identity or passport document/s, to the estate management and/or managing agent, for the purpose of access control and/or registration;

(b) all owners and occupiers must ensure that their visitors adhere to the access control procedure;

(c) non-owners and/or non-occupiers are not permitted uncontrolled access to the Village;

(d) any security incident and/or suspicious persons and/or behaviour must be promptly reported to the Trustees and/or management as soon as reasonably possible;

(e) the Association, including any security or estate staff, will not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter, or any other property. All owners and occupiers are responsible for ensuring that all delivery persons entering the Village via their authorised access, their behaviour whilst in the village and/or delivering goods to their erven, have exited the property, and ensured that all gates are securely shut;

(f) no 'on show' realty days will be permitted, and viewings are only permitted by appointment with and accompanied by the Estate Agent with the express permission of the owner, and

(g) only 1 (one) 'on show' or 'for sale' sign will be permitted on any part of an erf, common areas, or outside the entrance gates.

(2) No burglar alarm fitted with a response capability may be operated on the Village unless it is linked to the approved armed response service provider. Such an alarm system must have the ability to reset itself.

(3) All visitors whether walking or driving into the Village will be required to positively identify themselves either by showing a valid Driver's License, Identification Document, Passport,

Temporary Driver's License, Temporary Identification Document, Temporary Passport or an affidavit or certified copy relating to any of the aforementioned. If they are unable to produce any of the above, then the resident may collect and escort them from the main entrance on signing a document which will be provided, accepting full responsibility for the actions of that person whilst on the Village.

(4) Long-term contractors, workers, delivery men, employees, including domestic workers, and anybody who visits the estate in the course of their work will be pre-registered by the guard and required to enter and exit the Village using a biometric system.

7. Behaviour within the Village

7. (1) No owner and/or occupier may make use of any part of the common areas to the exclusion of others, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner and/or occupier must not, without the prior written consent of the Trustees:

(a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common areas;

(b) place, store, leave any object on any part of the common areas, or allow or permit it to be so placed or stored;

(c) erect any tent or similar structure of a temporary or permanent nature on the common areas;

(d) mark, paint, drive nails, screws, or other objects into, or otherwise damage or deface a structure that forms part of the common areas, and promptly report damage to the common areas to the estate manager in writing, and

(e) place any sign, notice, billboard, or advertisements of whatsoever type on any part of their erf that will be visible when viewed from outside their erf.

(3) No person/s may smoke any tobacco product, including electronic or similar smoking devices, except in the areas designated for such use.

(4) The smoking of legalized marijuana is strictly prohibited on the common areas.

(5) An owner and/or occupier must ensure that no intoxicating or illegal substances are consumed on the common areas.

(6) The slaughtering of animals or poultry for cultural and/or religious reasons, will only be permissible in a section and/or exclusive use area, under exceptional circumstances and with the prior written consent of the trustees, which consent will not be unreasonably withheld.

- (a) An owner and/or occupier may not slaughter any animal or poultry on the common areas. The slaughtering of animals or poultry for religious reasons will only be permissible provided that:
- (b) the owner and/or occupier has/have obtained the prior written consent of the Trustees, which consent will not unreasonably be withheld;
- (c) such written request must specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
- (d) the slaughtering ritual must be carried out in accordance with the terms and conditions of the Trustees' approval granted after consideration of the written application referred to above;
- (e) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;
- (f) as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;
- (g) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that a SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering, and
- (h) upon receipt of written proof that all affected owners and occupiers within the Village have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.
- (7) No owner and/or occupier may cure or hang up to dry any meat, fish, skin, or the like on any part of the common areas.
- (8) No owner and/or occupier may hold or allow any auction, exhibition/s, or jumble sale/s on any part/s of the common areas.
- (9) No advertisements or publicity material may be displayed or distributed on the common areas without the prior written consent of management.
- (10) An owner and/or occupier must not place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the common areas, without the prior written consent of the Trustees.

(11) No drones may be operated within the common areas, except in the instance of an estate agent, who would be permitted to fly a drone, provided that the written consent of the Trustees as well as the Stellenbosch airfield is sought at least 5 (five) days prior to the intended date, insofar as the scheme is within a 5 (five) km (kilometer) radius of the airfield, and they must be appropriately licensed to fly said drone.

(12) An owner and/or occupier must be cognisant of the proximity of the erven to one another and must not allow any persistent and unreasonable noise levels to disturb peaceful enjoyment of others.

(13) Excessive noise must at all times be reasonably avoided within the Village.

(14) Noisy machinery—including chainsaws, lathes, power tools, lawnmowers, bush cutters, weed eaters, and similar equipment—may only be operated during the following hours:

(a) **Monday to Friday:** 07:00 to 20:00;

(b) **Saturday:** 09:00 to 16:00, and

(c) **Sunday and Public Holidays:** Use is generally not permitted, except under the following conditions:

(i) Limited Use Window: Operation is allowed between 09:00 and 12:00, provided it does not cause undue disturbance, and

(ii) Emergency Work: In cases of emergency requiring contractors to work outside the permitted hours, only non-power tools may be used. The estate manager must be notified immediately in such instances.

(15) Owners and/or occupiers must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to others.

(16) No outside lights, which shine directly into the neighboring erf or are otherwise intrusive or reasonably likely to be intrusive to any other resident, shall be permitted.

(17) An owner and/or occupier must not use the property or permit it to be used for any purpose which is injurious to the reputation of the Association.

(18) No explosives, crackers, fireworks, or items of similar nature may at any time be lit and/or set off within the common areas.

(19) No firearms may be discharged throughout the Village, except under such circumstances, which would reasonably justify the use of a firearm for private defense, as set out in the Firearms Control Act 60 of 2000.

(20) Owners and/or occupiers must not cause or permit the striking, throwing, propelling, or bouncing of balls, stones, and/or other objects within the common areas, except in areas designated for such use, such as the park.

(21) Bicycles, tricycles, and the like may be used on designated access paths and roads in the common areas for recreational purposes.

(22) Motorcycles, quad bikes, and other similar objects may not be used on the common areas, other than on roads designated for use, nor may they be left, parked and/or stored on any part of the common areas where they may cause an obstruction, nuisance and/or danger to any other owner or occupier, for a period exceeding 2 (two) days except with the permission of the estate manager.

(23) Motorised vehicles such as motorcycles, quad bikes and any other engine-driven vehicles may not be used in such a way as to cause excessive noise when entering and exiting the common areas.

(24) No person/s may burn any garden refuse and/or waste, and/or light any fire, at any place upon the common areas and/or perform any action that may increase the risk of veld and/or wildfire/s.

(25) Children under the age of twelve (12) are permitted to play within the common areas of the Village, provided that they are at all times supervised by an adult.

(26) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.

(27) In the event of damage of whatsoever nature being caused to the common areas, by an owner and/or occupier or any of their visitors, the owner will be responsible for the costs of such repair.

(28) Owners and/or occupiers must not keep or do anything on the common areas after receipt of a notice to desist has been received from the estate management.

(29) No fires of any kind are permitted anywhere on the common property within the Village except at an indoor fireplace or outside braai area located within an erf.

(30) Owners and/or occupiers must ensure that the relevant Municipal Regulations are adhered to in regard to the storage of flammable substance. It is strongly recommended that owners and/or occupiers ensure that flammable items are appropriately stored in the correct container and may be held liable for incorrect storage that causes a fire and/or damage to persons or property.

(31) Owners and/or occupiers with PV panels or battery backup systems should ensure that they have suitable fire extinguishers on hand, specifically rated for fires involving the flammable materials associated with these installations.

(32) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations located within erven must have a Certificate of Compliance, which states that the installation has been properly inspected and is determined to be safe and leak free. As of 1 May 2023, all gas installation Certificates of Compliance must be in the prescribed form, as per SAQCC Gas Regulations, and gas compliance agencies are not permitted to make use of any other form. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(33) Caution must be exercised in regard to flora and/or fauna, noting that no flora may be damaged and/or removed from the common areas, except for declared noxious flora, which is not permitted. Fauna, if applicable, may not be chased, trapped, and/or harmed in any manner, and the feeding of any fauna is prohibited.

(34) Owners and/or occupiers must ensure that the relevant Municipal Regulations are adhered to in regard to the use of their erven, including overcrowding, by not allowing the number of occupants to exceed the maximum of 2 (two) adult persons per bedroom.

(35) No owner and/or occupier may install any appliance and/or equipment and/or apparatus to the exterior of their property without the prior written consent of the trustees, such consent may include the imposition of reasonable conditions.

(36) Any washing lines erected within an erf must be obscured from view of other residents within the Village.

(37) No person/s may sleep in a vehicle that is parked overnight on the common area.

(28) No habitation of any mobile home or caravan on the estate will be permitted on a temporary or permanent basis.

(39) Common facilities are for residents and their accompanied guests only. Access codes or keys may not be shared with non-residents.

(40) Owners and/or occupiers must maintain the road verge, i.e. the (road reserve directly alongside the boundaries of their erf) in a neat and tidy state at all times so as not to devalue their properties or those around them.

(41) An owner is solely responsible for the maintenance, repair, replacement and servicing of their erf and property, including, but not limited to, maintaining the external paint of the property, broken windows, drainpipes, roofs, etc.

(42) In the event that an owner fails to maintain, repair or replace their property, aesthetically or structurally, the Association will provide the owner with a written demand to attend to the necessary works upon their property within a reasonable timeframe.

(43) Should the owner fail to attend to the necessary maintenance, repair or replacement works after the above written demand has been provided by the Association, the Association reserves the right to enter into the owner's property and attend to the relevant maintenance, repair or replacement works through its chosen service provider, and to recover the relevant costs from the owner throughout this process.

8. Littering, refuse, waste disposal and pest control

8. (1) The owner or occupier of erf must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles or any litter whatsoever on the common area, in a way or place likely to interfere with the enjoyment of the common area by another owner or occupier.
- (2) The owner or occupier of erf must ensure that all refuse and/or recycling bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped in newspaper to prevent accidents. Recycling bags must be weighted down to ensure they do not blow around in the common property.
- (3) The owner or occupier of erf must keep a receptacle for refuse in a clean and dry condition and adequately covered within the erf, not visible when viewed from outside the erf.
- (4) Except where and when designated, no receptacles, refuse or refuse bags, builders' rubble, or any other kind of waste, may be left on the common area.
- (5) The owner or occupier of an erf must ensure that in disposing of refuse, they must not adversely affect the health, hygiene or comfort of the owners or occupiers of other erven.
- (6) Owners and occupiers are responsible for removing all other kinds of refuse, including builder's rubble, packing material, furniture and similar from their own erfs and from the Village.
- (7) Garden refuse and recycling must be kept separate from the household refuse, for disposal by the owners and/or occupiers, or as per the collection services of the Village,
- (8) The owner of an erf must keep the erf free of wood-destroying insects, including white ants and borer beetles, as well as other pests in general, i.e., cockroaches, wasps, etc.
- (9) No owner or occupier may feed any animal, bird, or reptile on any part of the common areas or from their erf, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches, or stray animals anywhere within the Village.

9. Keeping of pets

9. (1) Dogs and cats may be kept on any erf within the estate provided that:

- (a) no pets may be brought into the Village without first being registered with the estate management;
- (b) no more than three dogs and two cats may be kept;
- (c) dogs and cats shall not be allowed to roam in the common area of the estate;
- (d) pet owners shall be permitted to erect pet-specific electrical fencing to ensure that pets remain inside the member's/resident's erf, subject to the Design Review Guidelines and the approval of the Design Review Committee. Any pet-specific electrical fencing must be compliant with the relevant SABS standard.
- (e) members/residents may walk their dogs in the common area provided they are under leash and effective personal control;
- (f) no member/residents shall permit their dogs to foul the common area unless the excrement is immediately removed by the person accompanying the dogs;
- (g) members/residents shall not allow barking by their dogs at any time which results, or which may result in a nuisance or disturbance to any other resident;
- (h) screening or other adequate preventative measures must be taken to ensure that dogs do not bark at passers-by, and
- (i) pets are to be kept indoors between the hours of 20:00 and 06:00 and as such must sleep inside the house. Limited access to the private enclosure of the property is allowed through methods like e.g., a pet door.

(2) Dogs and cats must be identifiable with a collar or chip so that they can be traced back to the owner.

(3) An owner, occupier, and/or tenant suffering from a disability, and who reasonably requires a guide, hearing, or assistance pet, will be considered to have the trustees' consent to keep such pet within their erf, and to accompany such person on the common property.

(4) Visitors are not permitted to bring their pets into the Village, unless in the instance of a guide, hearing, or assistance animal.

(7) The owner of any pet permitted into the Village will be solely liable for the conduct of the pet, and the Association will not be held responsible for same.

(8) No animals, for any reason whatsoever, requiring permits are allowed within the Village.

10. Letting

10 (1) An owner may not let or part with their erf, including, but not limited to, purposes of short-term or “AirBNB” letting, for a period less than 6 (six) consecutive months.

(2) An owner must, prior to occupancy being taken by a tenant:

(a) furnish them with a copy of the conduct rules and lodge a written acknowledgement of receipt thereof by the tenant with the Owners Association;

(b) inform them of their obligation to observe the estate rules and register with the Association, and

(c) obtain a written undertaking from the tenant to comply fully and in all respects with the requirements of the estate rules for the period of their occupancy and submit this written undertaking to the trustees.

(3) All tenants and other persons granted rights of occupancy by any owner are obliged to register with the Association, comply with the estate rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(4) Owners must not lease their erf or otherwise grant rights of occupancy to any person if by so doing they contravene the law or any Act or By-Law.

(5) No lease agreement will in any way release owners from any of their obligations in terms of the Constitution, or the estate rules.

(6) The estate rules in relation to the use and occupation of erven and common property are binding on owners, their occupiers and tenants, and it is the duty of an owner to ensure that their occupiers and tenants, including their employees, guests and family members comply with the estate rules.

11. Vehicles

11. (1) Any person/s entering the Village must obey all signs and road markings containing directions for the use and parking of vehicles on the common areas. All provisions of the National Road Traffic Act no. 93 of 1996 are applicable when driving within the Village notwithstanding Par 11 (4)(a) which supersedes this.

(2) No person may drive any vehicle on the property except on the roadways and driveways constructed for the purpose, except patrol vehicles of the Village’s security company, contracted by the Association, any other official Estate vehicle in the execution of its duties and any emergency vehicles, in the event of an emergency.

(3) No unlicensed person may drive any vehicle into the Village or on the common areas, and no unlicensed and/or unroadworthy vehicles are allowed to be driven, parked or stood within the Village.

(4) While on the common areas, the following is not permitted:

- (a) driving in excess of 30 km (thirty kilometers) per hour;
- (b) sounding the hooter, other than in the case of an emergency;
- (c) slamming of door/s;
- (d) excessive revving of engines;
- (e) radio and/or sound systems set at a volume audible outside the vehicle;
- (f) driving recklessly or in such a manner as could adversely affect the safety of others, or to create a nuisance;
- (g) quad bikes or off-road motorcycles;
- (h) tailgating through the entrance and/or exit;
- (i) leaving, parking, and/or storing motorcycles, quad bikes and similar, where they may cause an obstruction, nuisance, and/or danger to any others, and
- (j) vehicles dripping oil, petrol, or brake fluid, or in any way defacing the common areas. Should any vehicle have leaked fluid of any kind on the common areas, the owner of the erf owning or granting access to the vehicle is solely responsible for the immediate cleaning and repair of any mess and damage caused to the satisfaction of the Trustees. In the event of a stain occurring, the owner or occupier will be given 3 (three) days' written notice in which to clean the area to the satisfaction of the Trustees. Should the owner or occupier not comply with the terms of the notice, the Trustees will be entitled to have the area cleaned and all costs incurred to remove such stains will be for the owner's account.

12. Parking and vehicles

12. (1) Parking within the Estate is only allowed in the demarcated parking bays subject to Par 12(3)(a), and/or within the owner or occupier's erf and only for vehicles which have been registered with the Association.

(2) No vehicle may be parked, so as to obstruct the movement of pedestrians, or other vehicles on the common areas, or from other erfs, or as to impede the use of any parking bay, or to protrude beyond the designated parking bay of an erf.

(3) Without the permission of the Trustees or estate manager, no owner and/or occupier may, on the common areas:

(a) park any vehicle, or permit any of their visitors' vehicles to be parked in areas not demarcated as parking bays and not for any period longer than a single day visit;

(b) park trailers, caravans or watercraft, or permit any of their visitors to park trailers, caravans or watercraft, except that caravans may be parked in the designated parking bay of an erf to be removed by the end of the day, and when stored these items must be placed out of view and/or screened from sight of the street and/or neighbouring erven;

(c) dismantle or effect major repairs to any vehicle and/or watercraft.

(4) No commercial vehicle or truck (except for the purpose of effecting deliveries), caravan, trailer or boat may be parked in the common area or empty erf at any time.

(5) Any vehicle parked upon the common areas is subject to the express condition that every vehicle is parked at the owner of the vehicle's risk and responsibility, and that no liability will attach to the Association, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common areas.

(6) An owner and/or occupier may only use the common areas for parking for short periods, including for the purpose of loading and unloading items from their vehicles as well as the collection and drop off of persons.

(7) No person/s may park on the walkways, pathways and/or verges not designated and created for such use.

(8) The Trustees may cause any vehicle to be wheel-clamped, at the risk and expense of the owner or occupier, including payment of a fine to be determined by the Trustees from time to time, should any vehicle be parked, standing, or abandoned on the common areas without the prior written consent of the Trustees. The fine and/or cost must be paid before the vehicle is released. A release fee, the amount of which will be determined in accordance with Trustees' discretion, will be payable prior to the release of a wheel clamp. In the event that an owner of a vehicle wishes to remove a clamp during hours in which no one is available, the Trustees will place a notice on the vehicle, which provides the contact details of the party in charge of releasing the clamp.

(9) Garage doors shall be kept closed, unless when access to a garage is required.

(10) The running of a business or any electrical appliances from a garage is strictly prohibited unless the prior written consent of the Local Authority and/or insurance provider is obtained.

(11) Should a garage be used for storage purposes, it should still be capable of fully parking a vehicle.

13. Employees and contractors

13. (1) An owner and/or occupier may not request the employee/s and contractors of the Association to perform personal tasks for them during their working hours.

(2) Owners and/or occupiers may not interfere with the employee/s or contractors of the Association in the performance of their duties or instruct them in regard to the common areas.

(3) Owners and/or occupiers are responsible for the conduct of their own employees or contractors on the common areas and must ensure that they:

(a) are registered with the estate manager and/or the Trustees, based on the prevailing security access method that may be operational;

(b) are removed from the access control register when no longer employed by such owner and/or occupier;

(c) are permitted to only enter and exit the Village via the designated entrance gate;

(d) do not cause a nuisance, and

(e) comply with the applicable security procedures in terms of these estate rules.

(4) All required contractor work must be pre-scheduled with the estate manager and/or trustees, including the scope and duration of the work to be carried out, and contractors must abide by the builder's code of conduct.

(5) Contractors may only be permitted to enter the estate as visitors with a pin entry code, where pre-scheduled work is completed on the same working day of entry into the scheme or as registrants with the builder's code of conduct.

14. Conducting business

14. (1) No owner and/or occupier may run a business on any part of the common areas.

(2) People working from their properties are allowed, provided such work is confined to the inside of the sections. No commercial professions that require regular clients to come and go, or noisy manufacturing or altering activities are allowed.

(3) No member shall conduct any business on an erf, or use such erf for a purpose other than residential, unless the Trustees have, in writing, approved the use to which the erf is to be put and the Local Authority has, to the extent that it may be necessary, granted approval authorising such

use in terms of the applicable laws and regulations, and there has been compliance with the following:

(a) such applicant owner submits an application containing a full description of the proposed business or usage, including, but not limited to:

- (i) the type of business;
- (ii) the number of full and/or part-time employees;
- (iii) operating times;
- (iv) the projected growth of the business operation;
- (v) the estimated number of non-residents, per week, resulting from the business operation;
- (vi) the estimated number of deliveries necessitated by the business operation;
- (vii) what provision is to be made for parking, and
- (viii) the likely impact of the business operation on neighbouring properties and the Association in general.

(4) The Trustees shall not approve any such application unless they are satisfied that the application complies with the following:

- (a) the business operation will not detrimentally alter the character of the Association or affect the privacy and rights of others in the Association;
- (b) the dwelling on the erf, must still be used for the purpose of occupation;
- (c) members who are affected by the application are in agreement therewith;
- (d) non-residents will not be afforded uncontrolled access into the Village, and
- (e) no signage will be erected.

(4) Should any aspect of the business operation change, the applicant owner will be required to make a new application.

15. Architectural Design Guidelines (“ADG”)

15. (1) In order to maintain high standards and to ensure an attractive and harmonious Estate, the Trustees are empowered to impose the ADG in respect of all building works taking place within the boundary of the Association.

(2) No building or structure, including the altering of its external appearance or addition of any habitable rooms, i.e. a conversion of a garage, may be erected or undertaken within or upon an erf, unless the architectural design plans and specifications (including materials) of such building, structure or alteration have been approved, in writing, by the Trustees and the Design Review Committee (“DRC”).

(3) No member shall install or fix burglar bars to any external windows or doors of the buildings within or upon their erf without the prior written consent of the Trustees.

(4) No member shall erect or construct any pergolas, patio awnings, shade ports, car ports, washing lines, Wendy houses, walls or any other structures which may, in the sole opinion of the Trustees, affect the external appearance or the improvements upon or within their erf without the prior written consent of the Trustees.

(5) Any dwelling or improvements to be erected upon or within an erf must comply with the ADG and other specifications as set out therein. In respect of the dwellings, the member must mandate an architectural firm to design and supervise the construction of the dwelling and other improvements to be erected upon or within the erf. Plans for any such dwelling or improvements must be submitted to and be approved by the Trustees, prior to submission thereof to the Local Authority.

(6) An architectural scrutiny fee shall be borne and paid by the member to the Association, as the case may be, together with the submission of the plans as aforesaid. The Trustees shall have absolute discretion in approving or refusing to approve such plans and specifications, but approval shall not be unreasonably withheld.

(7) Prior to any building works being undertaken, a member may need to pay to the Association a deposit in respect of the building works to be undertaken. The Trustees will determine the amount of the deposit that is to be paid by the member, such determination will take into account the scope of the building works to be undertaken, duration of building works, and other reasonable factors.

16. Complaints

16. (1) All complaints are to be submitted, as per the prescribed communication policy, in writing to the relevant estate manager, after attempting to solve the dispute privately where possible. Where tenants are concerned, the complaint must first be reported to the owner, who will report the complaint to the estate office.

(2) The estate manager must investigate the matter and notify the alleged contravening owner and/or occupier in writing of the complaint.

(3) The Trustee/s shall ensure that action is taken against the person/s, who are allegedly in contravention, including the issuing of a warning and/or fine.

17. Dispute resolution

17. (1) In the event of any internal dispute arising, the parties to the dispute must engage each other in good faith, through internal dispute resolution mechanisms with a view to resolving the dispute within a reasonable timeframe.

(2) In order to notify the relevant parties against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the estate manager

(3) In the event of the dispute not being resolved through the internal dispute resolution mechanism, a party to the dispute may make an application for relief to the Community Scheme Ombud Service.

18. Contravention of these Estate Rules and imposition of penalties

18. (1) It must be highlighted that sub-clauses (2) to (7) specifically regulate speeding contraventions within the Estate, and sub-clauses (8) to (16) regulate all other contraventions within the Estate.

(2) Due to the severity of speeding contraventions within the Estate, no written warnings shall be issued prior to the implementation of penalties, and the following penalty schedule applies with regard to speeding contraventions:

(a) Speeding between 35 to 44km/h (thirty-five to forty-four kilometers per hour): Immediate R400.00 (Four Hundred Rand) penalty, and

(b) Excessive speeding between 45km/h (forty-five kilometers per hour) and above: Immediate R800.00 (Eight Hundred Rand) penalty.

(3) The estate manager shall have the final decision with the implementation of penalties for speeding contraventions within the Estate.

(4) However, in the event that an owner and/or occupier can provide a valid and reasonable explanation behind their contravention, e.g. medical emergency, the estate manager is granted the discretion to waive the imposition of the penalty, but the owner shall still be required to cover the costs of the administration fees. The estate manager's decision in this regard shall be final.

(5) With specific reference to delivery and/or courier drivers entering and exiting the Estate, an automated speeding ticket system has been implemented, and in the event of a speeding contravention being committed by a delivery and/or courier driver, the owner of the property who accepted the delivery shall be fined in accordance with sub-rule (2) above.

(6) Should an owner wish to dispute a penalty raised against a delivery and/or courier driver, they may contact the estate manager to request and reversal of the penalty with valid reasons. Should the estate manager, in discussion with the trustees, agree to reverse the penalty, the result shall be

that specific delivery and/or courier company shall be blocked from entering the Estate, and will have to report to the Estate Office to request unblocking.

(7) The above allows the Estate to hold delivery drivers and/or courier companies directly accountable for these speeding contraventions, and to effect necessary behavioural changes, including reporting the driver to their employer.

(8) The Association shall pay any administration fees relating to the nullification of delivery and/or courier penalties.

(9) In the event of an owner and/or occupier being reported of causing a nuisance and/or committing an indisputable contravention of any of these estate rules i.e., reasonable and sufficient physical proof, like photographs, of the contravention has been provided to the estate manager, the estate manager will furnish the owner with a written warning, which will be circulated by email, setting out the contravention, including a demand to cease such breach, a timeline for adherence to the estate rules, the process of implementation of a fine and the amount of the fine.

(10) It is noted that in the event that any formal correspondence and/or communiqués are circulated by the Association and/or estate manager to all residents within the Estate, regarding compliance with the estate rules, this shall be considered as a written warning for purposes of the above rule.

(11) Should the contravening owner request a meeting with the trustees to discuss the penalty, the said meeting will be held remotely and with a person duly authorised by the trustees to attend to the matter.

(12) In the event of an owner and/or occupier being reported of causing a nuisance and/or committing a disputable contravention of any of these estate rules i.e., where no sufficient proof of the contravention has been provided to the estate manager, the estate manager will furnish the owner with a written warning, which may in the discretion of the estate manager, be delivered by email, setting out the contravention and invite the alleged offender/s to meet to resolve such dispute.

(13) In the warning, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be informed that if the conduct or contravention persists, a fine may be imposed on the owner of the erf.

(14) If the owner, occupier, or their visitor nevertheless persists in that particular contravention, the estate manager may convene a meeting to discuss the matter.

(15) A written notice, by which the alleged offender, is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 14 (fourteen) days before the meeting is held. At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.

(16) After the owner has been given the opportunity to present their case, the estate manager may agree that a provision of these estate rules have been contravened, the estate manager and/or trustees may, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of 25% (twenty-five percent) of the levy for the first offence, 50% (fifty percent) of the levy for the second offence, and between 75% (seventy five) and 99% (ninety nine percent) of the levy for the third or further offence/s, as will be determined by the estate manager and/or the trustees. The aforementioned fine/s will be added to the owner's levy account if not settled within a period of 14 (fourteen) days after the fine/s has been raised.

(17) In determining the fine amount, the estate manager and/or trustees will consider the:

- (a) seriousness of the contravention;
- (b) costs and/or damages incurred by the Association;
- (c) inconvenience and/or disturbance caused, and
- (d) number of previous breaches of the same matter as well as seriousness of other contraventions.

19. Relaxation of rules

19. (1) No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or prevent the enforcement thereof by the estate manager/Trustees at any time.

Undertaking

I/we the owner/s and/or occupier/s, do hereby confirm and validate that by signing this page, that I/we have read and understand each conduct rule.

Signature