

STADSIG ESTATE WELLINGTON

CONDUCT RULES

**STADSIG ESTATE HOMEOWNERS' ASSOCIATION
CONDUCT RULES**

A. AIM:

TO ASSIST BOTH NEW AND EXISTING RESIDENTS TO APPRECIATE AND ENJOY THE LIFESTYLE THAT STADSIG ESTATE OFFERS AND TO ENCOURAGE EVERYONE TO RESPECT THE INTERESTS AND WELFARE OF ALL WHO LIVE HERE.

B. INTENTION OF THE CONDUCT RULES

To ensure that all residents have a basic understanding of the Estate Constitution, which will lead to a harmonious co-existence with one another. To ensure that high standards of security, safety, and housekeeping are achieved, which will preserve and enhance the value of our properties.

It is trusted that the information provided by the appointed Trustees herein will assist all owners/occupiers to appreciate and enjoy all that Stadsig Estate has to offer and to encourage everyone to respect the interest and welfare of all who live here.

1. BUILDING, ARCHITECTURAL AND DESIGN REQUIREMENTS

The following is aimed at preventing deviated from the overall design manual and maintaining the existing ambiance of the buildings.

- 1.1. No owner/occupier may construct, build or in any way erect any new buildings or structures of any form and nature whatsoever, (including swimming pools) before:
 - 1.1.1. Submitting properly drafted professional plans and a written motivation for approval to the Trustees;
 - 1.1.2. Having received the written approval of the Trustees;
 - 1.1.3. Having received the written approval of the Council for the duly submitted plan;
- 1.2. It is recognized that the Trustees of Stadsig Estate Homeowners' Association may:
 - 1.2.1. Enforce any condition to harmonize the architectural style and design criteria of and the materials and colours to be used in all buildings or structures erected;
 - 1.2.2. Appoint such advisors as may be necessary to scrutinize any proposed plans;
 - 1.2.3. Impose a scrutiny fee, payable by the owner/occupier, to cover the costs of the services mentioned in paragraph 1.2.2 hereinabove.
- 1.3. The owner/occupier shall prior to the commencement of any building work (if plans were approved by the Trustees) pay to the Trustees a building deposit in an amount to be determined from time to time by the Trustees. The aforesaid building deposit will be deposited in the banking account of the Homeowners' Association.
- 1.4. On completion of the building work the Trustees shall, if they are satisfied that no damage has been affected to the landscaped area or common property, refund the building deposit to the owner/occupier.
- 1.5. In the event that the landscaped area and/or common area have been damaged as a result of the aforementioned building work, the owner/occupier shall have fifteen (15) days from date of notice by the Trustees to remedy the damage. Should the owner/occupier fail to remedy the damage to the satisfaction of the Trustees, the Trustees shall be entitled to call upon an independent contractor to repair such damage at the costs of the owner/occupier.
- 1.6. Should the costs of repair and as referred to in paragraph 1.5 herein above, not be covered by the building deposit paid by the owner/occupier, the shortfall will immediately become due and payable by the owner/occupier to the Trustees.
- 1.7. No owner/occupier may make any changes to the external colour scheme of the unit.

2. LEVIES/WATER ACCOUNT PAYABLE BY THE OWNERS

- 2.1. Levies are due in advance, payable on the first day of each month. All levies outstanding for more than 7 (seven) days, will accrue interest at a rate to be determined by the Trustees from time to time. Accounts in arrears may be handed over to a firm of attorneys for collection. All levy account queries should be in writing and addressed to the Management Agents appointed by the Trustees.
- 2.2. Changes to contact/address details are to be timeously advised to the Management Agents and/or Trustees.
- 2.3. No change to ownership on a levy statement will be noted until the owner selling his/her property has obtained a levy clearance to affect transfer to the new owner.

3. USE OF STADSIG ESTATE AND COMMON PROPERTY

No owner/occupier of a dwelling may, without the prior written consent of the Trustees:

- 3.1. Use the dwelling for any purpose other than residential purposes.
- 3.2. Place or display any object, sign, notice, billboard or advertisement on the common property, or dwelling so as to be visible from outside the building.
- 3.3. Remove any shrub, tree or plant, or plant any additional shrub, tree or plant on the common property.
- 3.4. Washing lines may not be visible from the street or any part of the common property. The hanging of washing or any other times, or the erecting of washing lines on any part of any dwelling or the driveway, is not permitted.
- 3.5. No rubbish, litter, or garden refuse may be deposited on the common property.
- 3.6. An owner/occupier may not mark or otherwise damage or alter any part of the common property.

4. SECURITY

- 4.1. Anybody found tampering with any security device, will be responsible for the cost of any damage and/or repairs, including:
- 4.2. The security boom, security gates, the electrical fence and security booth.
- 4.3. Street Lighting within the Estate, which are strategically placed.
- 4.4. Hawkers/beggars/job seekers, are not permitted entry to Stadsig Estate.
- 4.5. All owners/occupiers/visitors enter the Estate at their own risk.

5. DISTURBANCE, NOISE, GAMES ETC

- 5.1. No owner/occupier shall permit anything to be done on a property or on common property which constitutes a nuisance or an unreasonable invasion of the privacy of others or permit or make any disturbance or allow children, guests, or other persons for whom they are responsible, to make any disturbance or noise which in the opinion of the Trustees, in their sole and absolute discretion, would constitute an invasion of the Right of Privacy of others.
- 5.2. Machinery Hours (lawn mowers, power tools, other noisy machinery) are limited to match construction hours, namely weekdays 07H00 to 18H00, Saturdays 08H00 – 15H00)
- 5.3. Children must be warned to observe road rules and the undue invasion of the privacy of others or their properties is prohibited.
- 5.4. Pets – Noisy pets at properties or the wandering of pets in the common areas are not permitted. Dogs shall be leashed at all times whilst in the common area. Should a pet foul the common property

or any exclusive use area, the owner of the pet concerned is required to remove the excrement and dispose of it hygienically.

5.5. The keeping of pets will be a privilege and not a right. Should a pet become a nuisance to fellow residents, the Trustees have the right to instruct the owner of such pet(s), to remove same from the Estate.

5.6. Only standard-size dog kennels will be allowed and must be kept at the back of the premises, not visible from the front.

6. MAINTENANCE

6.1. An owner/occupier shall be obliged to maintain all existing buildings and approved alterations, additions, and/or decorations in a state of good order and take all reasonable steps to keep it clean, hygienic, neat, and in an attractive condition.

6.2. Maintenance of Front Lawns – A garden and landscape company has been employed to cut, trim, and maintain the road verge of each property (the portion of landscaping between the ERF boundary and the road), as well as the communal public open spaces. Owners are to maintain their own front and back gardens.

7. HEALTH ASPECTS

7.1. Household and Garden Refuse – Owners/occupiers are responsible for the placement of their refuse bins on the pavement of the property for collection by the Council. Such placement will be done only on the day of refuse collection and not any day prior thereto. All owners/occupiers are to ensure that household and small items of garden refuse are placed in black bags inside the bins.

7.2. The bins are to be removed from the pavement of each property on the same day the refuse has been collected, and thereafter to be placed with the boundary walls of each property. (This includes recycle refuse bins).

7.3. Clause 7.1 and 7.2 will similarly apply should the Trustees and/or the Local Authority require that the owner/occupier place the bins in another designated area other than the pavement.

7.4. The storing of dangerous and inflammable materials in bulk quantities is strictly prohibited. The storage of such material could invalidate building insurance and could result in a substantial loss at the Estate for which the responsible owner/occupier shall be liable.

8. TRAFFIC AND PARKING

8.1. Road Vehicles – Road signs shall at all times be strictly observed by motorists, pedestrians, and cyclists. All owners/occupiers shall ensure that their vehicles, and that of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner/occupier concerned. No major repairs to any vehicle on any portion of the common property or the driveway of any property will be allowed.

8.2. No vehicle may exceed a speed of 20 km per hour and should be driven in a safe manner and with due regard to other road users/pedestrians and owners/occupiers.

8.3. Parking Areas – Owners/occupiers should not park in a manner that obstructs the flow of traffic, i.e. Roadways, obstructing entry/exit of other owners/occupiers, nor park on grass verges or in front of fire hydrants. Vehicles may not be parked on the wrong side of the road and thereby facing oncoming traffic.

8.4. Boats, caravans and trailers may not be parked on the driveway of any property for any length of time and should be parked behind a closed gate inside the property.

9. INSURANCE

Stadsig Estate Homeowners' Association have no responsibility whatsoever for the insurances of the contents or structure of any particular property, which is the sole responsibility of the owner/occupier.

The owner/occupier shall not do or permit to be done on his/her property or on common property, anything which will or may increase the rate of premium payable by the Association on any insurance policy or which may tend to invalidate any such insurance policy.

10. STORAGE

No storage item, including vehicles, boats, caravans and trailers, may be placed on the common areas, without the written consent of the Trustees.

11. LETTING OR OCCUPATION OF PROPERTIES

11.1. All tenants/occupiers/visitors and other persons granted rights of occupancy by an owner are obliged to comply with all the relevant Rules and the Constitution of the Stadsig Estate Homeowners' Association. The Rules and Constitution will be referred to in all lease agreements and copies thereof will be furnished to the tenants/occupiers.

11.2. It is a requirement that the owner or his/her agent must furnish the tenant (and subsequent tenant(s) with a copy of the Rules to form an integral part of any lease agreement entered into.

11.3. Owners will remain liable for the conduct of their tenants/occupiers and or visitors. The Trustees or Managing Agents may engage the owner on the issue regarding a tenant/occupier without first having to discuss the matter with the tenant/occupier.

11.4. Short-term letting (e.g. Air B&B), herein defined as a letting period shorter than 3 calendar months, are only allowed for the entire dwelling (i.e. not single rooms or parts of a house), or fully authorized (local authority & HOA) second dwelling on a property (i.e. Not a garage or outbuilding converted to a habitable space).

12. BUSINESS RIGHTS

12.1. No activity may be conducted that conflicts with the prevailing (Drakenstein) Town Planning legislation regarding residential erven or current Town Planning Regulations.

12.2. No business may be conducted from properties within the Estate without the prior written permission of the HOA board.

12.3. A member wishing to conduct business from his/her property must apply via the Managing Agents to the board of the HOA. The board's decision in this regard will be final and binding and not subject to appeal. Re-application by the same Member for materially the same right will only be entertained in the event of additional information being submitted and/or circumstances have changed materially.

12.4. Without binding the HOA it is recorded that amongst others they will consider the following criteria in considering an application, namely:

12.4.1. whether the business will probably cause an undue increase in the number of vehicles in the Estate;

12.4.2. whether the business will generate undue noise;

12.4.3. whether the business will have an adverse effect on neighbouring properties;

12.4.4. whether the business will compromise security or increase the risk of criminal activities;

12.4.5. whether the business will be beneficial to the general character and nature of the Estate;

12.4.6. whether the business will require additional construction work to be carried out on the property and what the effect of this will be on neighbours;

12.4.7. whether the owners of neighbouring properties favour the application or not;

- 12.4.8 whether adequate parking will be available;
- 12.4.9 such other matters as the Board may consider relevant

13. ERADICATION OF PESTS

An owner/resident shall keep his/her unit free of white ants, borer, and other wood-destroying insects.

14. DOMESTIC WORKERS

Domestic employees employed by owners/ occupiers are allowed on the Estate.

15. WENDY HOUSES

No Wendy house will be allowed.

16. SOLAR PV ARRAYS

The design, positioning, and installation of Solar PV Arrays must be submitted to the HOA for approval before installation. The normal submission process applies.

17. GENERATOR USE

Given the risk of power failures, and to assist Residents, generators may be operated, under the following conditions.

- 17.1 Not allowed between the hours of 23H00 and 05H00
- 17.2 An application for the use of a generator must be completed and submitted to the HOA and the positioning thereof must be approved by the HOA.
- 17.3 A residential silencer must be fitted to all generators. If a generator is placed external to the building, the generator must be housed in an aesthetically acceptable acoustic enclosure to reduce the noise level to 75 dBA.
- 17.4 The placement of the generator must be of such a nature that it does not create an unsightly image or inconvenience to your neighbours. It must be visibly screened and indicated on plans approved by the HOA.

12. INFRINGEMENT OF RULES

The Trustees or its Managing Agents may impose fines against owners for any infringement of these Rules by them or their tenants, occupiers or visitors. Such fines will be determined by the Trustees or its Managing Agents from time to time. Fines are payable forthwith and will be added to the monthly levies.