

CONDUCT RULES

OF

**THE NEWLANDS ESTATE OWNERS' ASSOCIATION**

**1. INTRODUCTION**

- 1.1. These Rules are made in terms of the Constitution of the Newlands Estate Owners' Association.
- 1.2. The purpose of these Rules is to ensure good order among the Members on the Development. These Rules are specifically aimed at ensuring harmonious living amongst those that reside in the Development.
- 1.3. The following Rules will bind all Members of the Newlands Estate Owners' Association. Any breach of these Rules by any Member or a Member's household, his guests or lessees, shall be deemed to be a breach by that Member.

**2. DEFINITIONS**

- 2.1. Unless it appears to the contrary either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Newlands Estate Owners' Association, shall bear the same meaning in these Rules as in the said Constitution. The Newlands Estate Owners' Association will hereafter be referred to as "the Association".
- 2.2. Any person who contravenes or fails to comply with any provision of these Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached these Rules and will be liable for payment of the penalties laid down in terms hereof.
- 2.3. The Association may delegate any of its powers in terms of these Rules to a Managing Agent, upon such terms and conditions as it deems fit.
- 2.4. The Managing Agent may delegate any of its powers so delegated to him, or any power afforded to him in terms of these Rules, to any person nominated by him for the purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

### 3. **DESIGN GUIDELINES AND RULES**

- 3.1. The Design Guidelines and these Rules shall bind every Member of the Association.
- 3.2. The Controlling Architect, to be appointed by the Developer, shall have the power to approve or reject plans submitted to it. No building work shall commence in the absence of a commencement certificate issued by the Controlling Architect. The procedure to be followed for obtaining approval of plans is contained in the attached Design Guidelines and these Rules.
- 3.3. All gardens must be maintained to the standards required on the Development. Should these standards not be adhered to, the Association will employ a garden service and debit the account of the Member with the costs incurred.

### 4. **PRESERVATION OF FAUNA AND FLORA ON OPEN SPACES**

- 4.1. 'Open spaces' shall mean any area on the Development not covered by a building.
- 4.2. Subject to any law, including, without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No 73 of 1989, or any permit granted under or in terms of the said Act and/or any subsequent similar act, the Association shall, from time to time, be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the Managing Agent.
- 4.3. No person shall use or conduct himself upon such open space on the Development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 4.4. No persons shall use any open space on the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other person on the Development.
- 4.5. No persons shall discard any litter or any item of any nature whatsoever at any place on the Development other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 4.6. No camping shall be permitted.
- 4.7. No fire shall be lit anywhere on the Development, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 4.8. No person shall harm, destroy or disturb any wild animal, reptile or bird anywhere on the Development.

- 4.9. All paths in the open space shall be used only by pedestrians, unless specifically designated for some other use by the Association.
- 4.10. No advertising boards for sales of property or any other purpose may be erected on any part of the Development. It is also not allowed on empty erven or on, or in front of houses that are for sale.

## 5. **DOMESTIC RULES**

- 5.1. The weekly collection of refuse from the refuse storm room will be undertaken by the municipality and the costs will be included in Members' monthly municipal accounts.
- 5.2. It shall be the duty of every owner or occupier of an erf to ensure that any directions given by the Managing Agent regarding refuse are observed and implemented.
- 5.3. No person shall keep any refuse on or outside his erf, except in suitable containers, and in such places as may be specifically set aside for this purpose, or as may be approved by the Managing Agent from time to time.
- 5.4. Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the municipality or the Association, the Managing Agent may give the person wishing to dispose of such refuse, such directions for its disposal as he may deem fit.
- 5.5. In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of clause 5 of these Rules, in the sole discretion of the Association, he shall be liable to a penalty not exceeding an amount determined by Exco from time to time.

## 6. **DOMESTIC ANIMALS**

All domestic animals or house pets may only be brought onto the Development with the prior approval of Exco. Such animals or pets shall be confined to their owners' erf, unless they are on a leash and fully controlled by their owners.

## 7. **GENERAL**

- 7.1. No Member may make any alterations, additions or extensions to the exterior or any dwelling without the prior written consent of the Controlling Architect.
- 7.2. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purposes. Any such items placed in any other place may be impounded by the Managing Agent who may invoke the penalty set out below.

- 7.3. All curtaining in Members' residences shall be lined in a light colour. Blinds and garden furniture will be constructed with materials that will blend into the environment and shall be of a design and colour as approved by the Controlling Architect.
- 7.4. Whenever the Managing Agent is of the view that the behaviour of any person may be detrimental to the amenities or the Members of the Development generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this clause 7 of these Rules.
- 7.5. No person shall make or cause any excessive or undue noise which constitutes a nuisance to other owners, in particular between 22:00 and 08:00 daily.
- 7.6. No person shall keep any inflammable substances anywhere on the Development, provided however that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 7.7. No fireworks may be discharged on the Development.
- 7.8. A Member may introduce a guest to his home, provided that no such guest may be present in such residence unaccompanied by his host for more than 30 (thirty) consecutive days in a calendar year, including the days of arrival and departure, and provided further that such guest shall be bound by the Constitution of the Association and these Rules, which the Member shall be obliged to bring to the attention of his guest. Should the Member require a deviation from this rule, the permission of the Association should be sought, which permission will not be unreasonably withheld.
- 7.9. No home on the Development may be used for any purpose other than a residential property.
- 7.10. No hobby or other activity is permitted which will create a nuisance or disturbance (whether through noise or otherwise) to other Members.
- 7.11. The slaughtering of animals on the Development whether for religious, sacrificial, cultural or other purposes, is expressly prohibited.
- 7.12. No public auction may be held on the Development without the prior written approval of the Association.
- 7.13. No person shall let his home, or part thereof, or otherwise part with occupation thereof, whether temporarily or otherwise, unless:
  - 7.13.1. the Association has consented thereto, which consent shall not be unreasonably withheld, and
  - 7.13.2. a written lease agreement has been entered into between the Member and the tenant, which contains a condition that the tenant binds himself to observe the rules of the Association, a copy of which lease has been supplied to the Association;

- 7.14. In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of clause 7 of these Rules, in the sole discretion of the Association, he shall be liable to a penalty up to an amount as determined by Excom from time to time, depending on the seriousness of the offence.

## 8. **TRAFFIC**

- 8.1. No vehicles shall enter or leave the Development at any point except at the entrance gates, except in special circumstances and then only with the consent of and at the discretion of the Managing Agent.
- 8.2. All vehicles entering the Development shall stop at the said entrance.
- 8.3. No vehicle or person shall enter the Development unless admitted thereto by a Member.
- 8.4. Where the Association has issued a device or the Member has a method enabling a Member to operate the entrance gate, no Member shall permit the use of such device or method for operating the said entrance gate by any person other than another Member, or the guests or lessees of such Member.
- 8.5. In the event of the Association imposing a speed limit upon any road, or portion thereof, it shall erect at the start of such area or road, a sign setting up such speed limit, and such speed limit shall apply upon that road for the length thereof until a further sign erected by the Association removes or changes such speed limit.
- 8.6. Pedestrians and cyclists shall at all times have the right of way on the Development and vehicles shall be brought to a stop whenever necessary to enable pedestrians or cyclists to enjoy such right of way.
- 8.7. The Association may, by means of appropriate signage, designed specifically for the Development, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey such direction, shall constitute a contravention of these Rules.
- 8.8. Vehicles having a gross vehicle weight of more than 8 ton, shall not be permitted to enter the Development, except with the consent of the Managing Agent who may, in his discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 8.9. No person shall drive or ride any vehicle on the Development in such a manner that would constitute an offence under a traffic ordinance or law applicable to the jurisdiction of the Stellenbosch Municipality.
- 8.10. No person shall store, park or leave a vehicle unattended in any place on the Development, except:

- 8.10.1. in an area designated for the purpose by the Association by means of any appropriate sign, or
- 8.10.2. within the lines of a parking bay where lines are marked on the surface of any parking area demarcating parking spaces;
- 8.11 No person shall park or store any caravan, boat, trailer or vehicle within the Development, except with the consent of the Association in a place designated for such purpose.
- 8.12 No caravans shall be brought into the Development, except with the consent of, and subject to, such conditions as may be laid down by the Association.
- 8.13 All trailers, caravans and boats shall be parked on the Member's property out of site. No storing of vehicles is allowed in front of the house, on driveways or lawns.
- 8.14 For purposes of these Rules, 'vehicle' shall mean any form of conveyance of people or property.
- 8.15 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the Rules contained in section 8, in the sole discretion of the Association, he shall be liable to a penalty up to an amount determined by Excom from time to time, depending on the seriousness of the offence.

## 9 FIRE-ARMS

- 9.1 No person shall discharge any air or gas gun or fire-arm anywhere in the Development.
- 9.2 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the Rules contained in clause 9, in the sole discretion of the Association, he shall be liable to a penalty up to an amount determined by Excom from time to time, depending on the seriousness of the offence.

## 10 ACCOUNTS

Levies are payable by each Member monthly in advance before the 1<sup>st</sup> day of each month. Payments are to be made directly into the current bank account of the Association, preferably by way of a standing stop order with the Member's bank. Levy accounts may also be paid by way of internet transfers or direct deposits to the Association's bank account.

## 11 SECURITY

- 11.1 No person shall do anything which is, or might be, prejudicial to the security of other Members or residents on the Development.

- 11.2 Members are to report incidents affecting security to the Managing Agent as soon as possible following such incident.

**12 TIME LIMIT ON CONSTRUCTION OF DWELLINGS**

- 12.1 If the registered owner of a residential erf fails to construct and complete a dwelling in accordance with building plans approved by the Newlands Estate Owners' Association and the Stellenbosch Municipality, within 5 (Five) years from the date of first registration of the Property, the Association may impose penalty levies in respect of the Property from the expiry of the 5-year period until the completion of a dwelling, as aforesaid.
- 12.2 The Association may refuse to consent to the transfer of the Property until such time as:
- 12.2.1 The owner has paid all levies, including the penalty levies referred to in clause 12.1 above, and
- 12.2.2 The purchaser has confirmed that he is aware that the Property is subject to penalty levies until the dwelling has been constructed.