



## HOME OWNER ASSOCIATION Code of Conduct

*(Made by the Trustee Committee of the Welgegund Domaine Privé Estate  
Home Owners Association in terms of the Constitution)*

### **DISCLAIMER**

*Any person entering the Estate does so at his or her own risk.  
Welgegund Domaine Privé Estate Home Owners Association shall not be liable for any injury,  
damage or loss suffered by such person arising from any cause whatsoever while on the  
Estate.*

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## PREAMBLE

- *The Welgegund Domaine Privé Estate Home Owners Association (“Association”) has as its primary objectives:*
  - *To promote and enforce certain standards for community living for the residents of the Welgegund Domaine Privé Estate Development (hereafter 'the Estate') so that residents may derive the maximum collective benefit there from,*
  - *To maintain basic aesthetic standards to enhance property values in the Estate, and*
  - *to provide residents with a superior quality lifestyle by offering safe and harmonious community living.*
- *A Trustee Committee will be established in terms of the Constitution of the Association, which Committee will exercise certain powers in terms thereof. The Constitution authorises the Trustee Committee to make certain Rules in order to regulate the conduct of residents and other persons on the Estate.*
- *The success of the Estate depends on the extent of the contribution of every resident towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape.*

### 1. DEFINITIONS:

In the interpretation of these Rules, unless the context indicates a contrary intention –

- 1.1. **Constitution** means the **Constitution of the Welgegund Domaine Privé Estate Home Owners Association**, as amended from time to time;
- 1.2. **Estate** means the **Welgegund Domaine Privé Estate Development**;
- 1.3. **Managing Agent** means the person or Agency from time to time appointed by the Trustee Committee on its behalf *inter alia* to ensure compliance with rules and control measures regulating security, work and conduct on the Estate;
- 1.4. **Occupant** means any person who has the right to reside, or be present, in a property on the Estate in terms of a lease agreement or other arrangement, whether for consideration or not;
- 1.5. **Signage** means any sign, notice, billboard, advertisement, placard, or the like, irrespective of the material of which it is manufactured; and
- 1.6. **Vehicle** means any mode of transport, including, but not limited to, a motorcar, motorcycle, motor scooter, truck, caravan, trailer or boat.

- 1.7. **The Trustee Committee** means the committee established in terms of the Constitution to exercise certain of its powers.
- 1.8. **Welgegund Domaine Privé Estate Home Owner Association (“the Association”)** means an Association established in terms of the Common Law, by the Developer and which will come into existence when the first property in the Development is transferred to the first Purchaser.

## **2. WORDS AND EXPRESSIONS:**

### 2.1. Words importing –

- 2.1.1. a reference to the singular includes the plural, and the converse also applies;
- 2.1.2. a reference to a gender includes the other genders; and
- 2.1.3. a reference to natural persons includes legal persons, and the converse also applies.

- 2.2. Words and expressions to which a meaning is assigned in the **Constitution** shall bear the meaning so assigned to them, and in the event of any conflict between the **Constitution** and these Rules, the **Constitution** shall prevail, unless it is inconsistent with the context.

## **3. CALCULATION OF PERIODS:**

When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

## **4. BINDING NATURE OF RULES:**

- 4.1. The provisions of these Rules and any condition determined, or instruction given hereunder shall be binding on each member of the Association, and it shall be the duty of a member to ensure compliance with same by –
- 4.1.1. any member of his family, his visitor, estate agent, service provider, employee and worker; and
- 4.1.2. any occupant of his property, and any member of the occupant's family, his visitor, service provider, employee and worker.
- 4.2. The Trustee Committee may at any time apply to CSOS for an order to compel the person or persons concerned to comply with these Rules and any condition determined or instruction given hereunder.

## **5. RELAXATION OF RULES:**

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the Trustee Committee at any time.

## **6. RISK AND INDEMNITY:**

- 6.1. Any person present on the Estate is there and does so entirely at his own risk, and no person shall have any recourse or claim of whatever nature against the Association, its Trustee Committee, employee, worker, agent or contractor arising from such presence, nor for anything that may befall him or his property, in the course of such presence, whether caused by human or animal agency, natural phenomenon or otherwise.
- 6.2. The Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the streets or private open spaces, or for any act done by, or for any neglect on the part of, the Association, its Trustee Committee, worker, employee, agent or contractor.

## **7. MEMBER'S LIABILITY:**

- 7.1. All members will be liable to pay levies to the Association as provided for in the Constitution and as determined from time to time by the Trustee Committee.
- 7.2. A member may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Committee in enforcing compliance by him or her, or any other person referred to in Rule 4, with these Rules or any condition determined, or instruction given hereunder.
- 7.3. Damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Committee in enforcing compliance with these Rules and any condition determined or instruction given hereunder shall be deemed to be a levy contemplated in the **Constitution**, and may, if it is not paid immediately, be added to the member's levy statement and shall bear interest as a levy debt.

### **7.4 Water:**

- 7.4.1 Each erf shall have a municipal water supply for household use and shall be obliged to pay the municipality for such water consumed. Where the Association is billed directly by the Municipality for such water then a submeter shall be installed as per specification by the relevant registered owner at their costs and pay from time to time for such water used, in the manner determined by the Trustee Board.
- 7.4.2 All water consumed in respect of the common area shall be paid for by the Association, out of its funds or levies collected.

### **7.5 Electricity:**

- 7.5.1 Each erf shall have a municipal electricity supply for household use and shall be obliged to pay the municipality for such electricity consumed. Where the Association is billed directly by the Municipality for such electricity then a submeter shall be installed as per specification by the relevant registered owner at their costs and pay

from time to time for such electricity used, in the manner determined by the Trustee Board.

- 7.5.2 All electricity consumed in respect of the common area shall be paid for by the Association, out of its funds or levies collected.

7.6 Rates and Taxes:

Each owner of an erf shall pay such rates and taxes as are levied in respect of his erf to the relevant local authority.

**8. MEMBER'S OBLIGATIONS:**

- 8.1. When concluding an agreement of sale with a prospective purchaser or an agreement granting rights of occupancy with a prospective occupant the member must include a provision in such agreement that the person concerned is obliged to comply with these Rules and furnish him with a copy hereof.
- 8.2. A member may not use, or permit to be used, his erf or any structure erected or placed thereon, or a street or private open space, in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the ambience of the Estate.

**9. BUSINESS ACTIVITIES:**

- 9.1. No person may conduct a business or practice a trade on or from an erf in the Estate without the prior written permission of the Trustee Committee and of the Stellenbosch Municipality.
- 9.2. If the applicant is not the owner of the erf concerned, the written permission of that owner for such an application must accompany the application to the Trustee Committee and the Stellenbosch Municipality.

**10. PERSONS EMPLOYED BY THE TRUSTEE COMMITTEE**

No person referred to in Rule 4 may request a service provider, employee, worker or agent of the Trustee Committee to perform tasks for them during their work hours or interfere with such persons in the performance of their duties and must give them their full co-operation.

**11. UNBECOMING CONDUCT**

- 11.1. No person who resides on, or enters, the Estate may indulge in conduct that, in the discretion of the Trustee Committee, is unbecoming, constitutes a nuisance or creates a disturbance.
- 11.2. Any excessive noise between the hours of 23h00 and 07h00 will be considered a disturbance and the Association will have the right to enforce the peace.
- 11.3. No fireworks whatsoever are allowed in the Estate.

## **12. SECURITY MEASURES:**

Any person entering the Estate must comply with the systems and procedures relating to access control and other security measures that are from time to time implemented by the Trustee Committee, and must comply with the instructions of Estate Security and of the Managing Agent, and treat them in a co-operative and respectful manner.

## **13. TRAFFIC CONTROL:**

Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

- 13.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply on the Estate.
- 13.2. A speed limit of **20km/h** applies on the Estate.
- 13.3. A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 13.4. A vehicle must always be operated with care and may not be operated anywhere other than on the streets.
- 13.5. The operator of a vehicle may not take a short cut over a traffic circle, a private open space or an undeveloped erf.
- 13.6. A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface the Association's property, may not be operated on a street or be parked or stood on a demarcated parking bay.
- 13.7. A vehicle may not be parked or stood on a street, but must be parked or stood on the erf of the member for whose purposes the vehicle is in the Estate, on the erf of another member with that member's explicit permission, or on a demarcated parking bay.
- 13.8. A vehicle may not be left unattended in such a manner that it may cause an obstruction to other street users or impede the flow of traffic or occupies more than one demarcated parking bay.
- 13.9. Pedestrians will always have the right of way and may utilise the road as a passage.
- 13.10. No hooting allowed on the estate.
- 13.11. Occupants are not allowed to park their vehicles in the visitors parking bays, Only Visitors is allowed to park in the designated visitor parking bays.



#### **14. MAINTENANCE OF COMMUNAL FACILITY:**

- 14.1. A member who owns an erf that is on the border fence of the Estate, or on which there are any pipes, wires, cables and ducts used, or capable of being used, in connection with any communal service, must at all reasonable times allow the Managing Agent, Trustee Committee or a person authorised thereto by him, to enter the erf to carry out inspections, repairs or maintenance of same.
- 14.2. If a person is obstructed from, or hindered in, the performance of his duties contemplated herein, the member who is the owner of the erf concerned may be liable for any additional costs incurred by the Trustee Committee in the performance of such duties.

#### **15. BORDER FENCE OF THE ESTATE:**

- 15.1. A person may not damage, remove or make any attachments to any part of the border fence of the Estate, or in any way obstruct it to prevent the proper functioning of the Estate security system.
- 15.2. Trees, shrubs or plants that in the discretion of the Trustee Committee are likely to interfere with the proper functioning of the Estate security, when installed, may not be planted in the close proximity of the border fence.
- 15.3. No signage may be erected against or on top of the border fence.
- 15.4. An owner may not erect a wall, fence or any other structure from whichever material including plants/trees for security or privacy purposes, closer than 1 meter from the Estate's border fence. The purpose is to give access to Contractors for the maintenance of the border fence of the Estate.

#### **16. MAINTENANCE OF PROPERTIES AND STREETScape**

- 16.1. The external appearance of any structure erected or placed on an erf and which forms part of the streetscape must always be maintained in a state of good repair to the satisfaction of the Trustee Committee.
- 16.2. A garden and the area between the street boundary line of an erf and the kerb must always be kept in a neat and tidy state, free of rubble, refuse, litter, other material or unwanted articles.
- 16.3. Trees, shrubs or plants in a garden or in the area between the street boundary line of an erf and the kerb may not be allowed to impede traffic or to pose a safety hazard.
- 16.4. An item, fluid or material that may cause a blockage may not be disposed into the sewerage system. In the event of a blockage that is shown to be the result such disposal, the member or occupant concerned must clear the sewerage system within twenty-four (24) hours after the occurrence of the blockage, failing which the Trustee Committee may have the system cleared at the risk and for the account of the member concerned.

- 16.5. Refuse containers / bags must on the morning of the day scheduled for refuse collection be placed in such a way that traffic flow is not impeded. If refuse is not collected on the scheduled day, the container / bag must return to the erf concerned.
- 16.6. A dog kennel or a covered facility for a caravan, boat or trailer, refuse containers etc may not be erected or placed on an erf so that it is visible from a street, a private open space or another erf.
- 16.7. Signage may not without the written permission of the Trustee Committee be erected or placed on any part of an erf so that it is visible from a street, a private open space or another erf.
- 16.8. A member must always maintain his undeveloped erf in a neat and tidy state, free of rubble, refuse, litter, other material and unwanted articles. If an undeveloped erf is overgrown in the opinion of the Managing Agent or Trustee Committee, the owner will be notified to rectify the matter. Failure to do so will result in the Association cleaning the stand and the expenses will be loaded onto the owner's levy account.

## **17. STREETS, PRIVATE OPEN SPACES AND COMMON FACILITIES:**

- 17.1. A person who makes use of a street or private open space must always be considerate and exercise proper care.
- 17.2. A person may not in any way damage or deface a street or private open space or any structure or item erected or placed thereon.
- 17.3. Building rubble, refuse, litter, unwanted articles or other material may not be deposited, thrown, placed, stored or dumped, or permitted, or allowed, to be deposited, thrown, placed, stored or dumped, on a street, a private open space, the "leivoor" or an undeveloped erf.
- 17.4. Trapping, shooting, harassing or in any way harming the fauna in the Estate is prohibited.
- 17.5. Trees, shrubs or plants may not be removed from, or planted on, a private open space without the prior written permission of the Trustee Committee.
- 17.6. Open fires or braais are not permitted on a street, except in the case of a gathering of members arranged by, or with the permission of, the Trustee Committee.

## **18. PETS**

- 18.1. No more than two dogs and two cats may be kept on any one erf without the written permission of the Trustee Committee.
- 18.2. A poisonous, exotic or other undomesticated pet, poultry, pigeons, aviaries or livestock may not be kept on an erf or in any structure erected or placed thereon.
- 18.3. A pet must be neutered, spayed or similar and must be regularly inoculated.
- 18.4. The Trustee Committee may on written application in its sole discretion give written permission on such conditions as it may determine for the keeping of a pet, or a

number of pets, that would otherwise not be permitted: Provided that should such conditions not be met, the Trustee Committee may in writing withdraw their approval to keep such pet(s) and instruct the member or occupant concerned forthwith to remove the pet(s) from the Estate.

- 18.5. A pet must wear a collar fitted with a tag indicating the contact details of its owner.
- 18.6. A pet may not roam the Estate and must always be kept on leash when not on the erf of its owner.
- 18.7. A pet may not be allowed to create a nuisance or cause a disturbance to residents on the Estate.
- 18.8. A pet may not be neglected by, for example, leaving it to fend for itself or failing to provide it with enough shelter, nutrition or veterinary attention.
- 18.9. No person may inflict physical cruelty on a pet or subject it to violence.
- 18.10. The excrement of a pet deposited inside the erf on which it is kept must be removed at least once a day and must be removed immediately when it is deposited on a street, a private open space or another erf.

## **19. SERVICE PROVIDERS:**

- 19.1. A service provider may not display any signage or distribute any advertisement on the Estate.
- 19.2. A service provider may work only on days and during hours as follows:
  - Monday to Thursday: 7h30 to 17h00
  - Friday: 7h30 to 16h00
  - Saturday: 8h00 to 13h00
- 19.3. All domestic workers and gardeners to be registered with the managing agent and security.

## **20. ESTATE AGENTS:**

- 20.1. No estate agent's or private seller signage, or other type of advertisement may be displayed or distributed on the Estate, unless prior written approval has been obtained from the Trustee Committee.
- 20.2. An Estate Agent may show a property that is being marketed only by appointment with the member concerned and must personally accompany his clients.
- 20.3. "On show" signs must be removed by 17h00 the show day;
- 20.4. "For Sale" or "To Let" signs must be removed within 7 days after conclusion of a selling or letting agreement in respect of the property concerned.
- 20.5. The above rules do not apply to the marketing agents of the Developer.

## **21. COMPLAINTS:**

- 21.1. The Trustee Committee must investigate in such manner as it deems fit a written complaint received from a member relating to the behaviour and / or conduct of a resident and / or another person on the Estate, and may take such steps with regard thereto as it may deem fit.
- 21.2. The Trustee Committee may on its own initiative, and irrespective of whether a complaint has been received, investigate in such manner as it deems fit the behaviour and / or conduct of a resident and / or another person on the Estate, and may take such steps with regard thereto as it may deem fit.

## **22. CLEARANCE OR OTHER CERTIFICATES:**

- 22.1. The Managing Agent or Trustee Committee will only issue a clearance certificate, or any other certificate required for purposes of transfer of a property if –
  - 22.1.1. The offer to purchase contains a clause binding the purchaser to the provisions of the Constitution and to become a Member of the Association; and
  - 22.1.2. all moneys due to the Association, including an administration levy, have on the date of registration been paid or provision has been made to the satisfaction of the Managing Agent or Trustee Committee for the payment thereof; and
  - 22.1.3. if a breach of any of these Rules or the Rules of the Constitution by the owner or occupant of the property concerned has been remedied, or if provision has been made to the satisfaction of the Trustee Committee for the remedying thereof.

## **23. INSTALLATION OF EMERGENCY POWER EQUIPMENT:**

- 23.1. No generators will be allowed. Backup batteries as an alternative are encouraged, especially when used in conjunction with voltaic panels.

Substantial penalties will be issued in case of failure to comply with the above.

## **PART II – AESTHETIC CONTROL:**

- *The Architectural & Landscape Design Guidelines provides a framework within which the individual properties can be designed and constructed in order to promote a unique and collective architectural identity to the Estate*
- *These guidelines will be subject to periodical revision by the Trustee Committee or their duly authorised Agent, as deemed necessary from time to time.*
- *In case of conflict, the control architect (in consultation with the Developer / Trustee Committee) will make the final decision in the best interest of the development.*

**24. GENERAL:**

Building plans-

- 24.1. must be prepared in accordance with the Building Code for the area concerned;
- 24.2. must comply with the local Municipal and the South African National Building Regulations and any other applicable legislation;
- 24.3 must be submitted to the Estate Architectural Team for approval and will only be processed upon proof of payment of the applicable plan scrutiny fee.

**25. APPROVAL OF PLANS:**

- 25.1. The building plans together with an aesthetic approval letter from the Estate Architectural Team must be submitted to the Municipality for approval.
- 25.2. An application for a deviation or variation from the aesthetically approved Building Plans, must be submitted in writing to the Estate Architectural Team prior to the implementation thereof on site. The deviation or variation may be implemented only if the approval is in writing.
- 25.3. The Estate Architectural Team will ensure that regular inspection will take place to protect the architectural integrity of the development.

**26. APPROVED PLANS:**

- 26.1. A copy of the signed approved Building Plan must always be available on site for inspection. This will be the responsibility of the Building Contractor and Owner.
- 26.2. The Building Contractor must set out the foundations for inspection and approval by Municipality prior to commencing with the building operations.

**27. TOWN-PLANNING RESTRICTIONS:**

- 27.1. The restrictions that may apply to the development are in addition to any restrictions imposed in terms of the conditions of title, conditions of establishment, to any Erf, town-planning schemes or national or other building regulations.
- 27.2. Compliance with restrictions imposed by the Trustee Committee and approval of Building Plans by them do not absolve the Owner from complying with, and may not be construed as permitting any contravention of –
  - 27.2.1. the conditions of establishment and/or title to any Erf; or
  - 27.2.2. any restrictions imposed by the Municipality or any other competent authority by virtue of controlling legislation; or
  - 27.2.3. any applicable zoning, by-law or regulation of the Municipality or any other competent authority.

### **PART III – CONTROL OF BUILDING ACTIVITIES:**

- *The purpose of the rules governing building activities are to ensure that the quality of life of residents in the Estate is not unduly compromised and the impact on the environment is minimized by the activities yet allowing for efficient construction.*
- *The rules are designed to prevent damage to the common property, to reduce the unsightliness associated with building activities and to minimize inconvenience to residents.*

#### **28. GENERAL:**

- 28.1. An owner must incorporate a clause in the building contract in terms of which the Building Contractor is made aware of these Rules and a copy of the Rules handed to the Building Contractor to ensure compliance thereof by him. The Building Contractor should equip themselves with the knowledge of the existing civil and electrical services on the estate.
- 28.2. The Building Contractor must undertake to comply with these Rules and any further control measures, which may be instituted by the Trustee Committee from time to time and must ensure compliance with the Rules by all his Employees.
- 28.3. An Owner will be held responsible for any damage caused to the streets (including kerbing and sidewalks) or landscaping (including plants on the sidewalks) by his Building Contractor and the Contractor's Employees, vehicles, equipment and delivery vehicles to the building site.
- 28.4. A Building Contractor's Employees must be transported by vehicle from the Entrance to the relevant building site and back, and between the building site in the Estate for which he is registered.

#### **29. REGISTRATION OF BUILDING CONTRACTORS:**

- 29.1. The prescribed application form must be completed and signed by the Building Contractor in order to register with the Trustee Committee.
- 29.2. A Building Contractor must be registered with the NHBRC and be a member of the MBA or BIFSA and show proof thereof to the Trustee Committee, before he will qualify for registration.
- 29.3. All Building Contractors to supply the Trustee Committee with two references.

#### **30. CONDITIONS TO COMMENCE BUILDING ACTIVITIES:**

The following conditions must be fulfilled prior to commencing with building activities:

- 30.1. Approval of Building Plans by the Estate Architectural Team and the Municipality;
- 30.2. Payment of a Builder's deposit as per clause 31.2 to the Trustee Committee.

- 30.3. A dilapidation report must be provided to the Trustee Committee by the Building Contractor;
- 30.4. A water meter must be installed before the commencement of any building work on a private erf;
- 30.5. Sanitary and drinking water facilities must be provided on the building site;
- 30.6. Before construction of the dwelling can commence a boundary, wall must be constructed on the side and back boundaries of the stand.
- 30.7. Boundary walls must be plastered on both sides and an undercoat is required on the outside if shared with an empty neighbouring stand. Face brick walling will not be permitted.
- 30.8. Screening of building site with shade netting where there is no boundary wall.

**31. BUILDER'S DEPOSIT:**

- 31.1. Builder's deposit, as determined by the Trustee Committee from time to time, must be paid for each building project, before construction starts.
- 31.2. The builder's deposit consists of two components, namely:
  - 31.2.1. a refundable component of R10 000.00 which is refundable without interest after the Trustee Committee has been notified of the completion of the work and an occupational certificate has been issued by the Municipality;
  - 31.2.2. a non-refundable component of R 3 000,00 as a contribution towards the Street Reserve of the Estate.
  - 31.2.3. All fees exclude Value Added Tax.
- 31.3. The refundable component may be used by the Trustee Committee to recover the cost:
  - 31.3.1. To repair any damages to kerbing, sidewalks, street, landscaping or any other property of the Association or an Occupant, caused by the building activities;
  - 31.3.2. To remove any rubble, refuse, litter or building material, either during building operations or on completion thereof, left on the sidewalk, street, Private Open Space or any other Erf.
- 31.4. The Trustee Committee may recover only verifiable actual costs incurred by him or her. A standard cash slip, statement or receipt will serve as proof of the expenses incurred.
- 31.5. The Trustee Committee may adjust the above fees from time to time.

## **32. CONDITIONS DURING BUILDING PERIOD:**

- 32.1. All building activities must be performed in such a manner that no damage is caused to neighbouring properties and with as little disturbance and inconvenience as possible to neighbours and other Occupants.
- 32.2. The privacy of the neighbours must always be respected and especially where building activities take place adjacent to an existing dwelling.
- 32.3. The following working hours are allowed for a Building Contractor and his or her Employees, and are the only times in which they will be allowed to be present in the Estate:
- Monday to Thursday: 7h30 – 17h00
  - Friday: 7h30 – 16h00
  - Saturday: 8h00 – 13h00
- 32.4. Should it be required to perform building activities outside the normal working hours, an application for permission, must be lodged with the Managing Agent or Trustee Committee at least five (5) working days prior to the intended building activity, unless the Trustee Committee, in a particular instance, agrees to a shorter period.
- 32.5. The following days will not be normal working days, and building activities may not be carried out on these days:
- Sundays and public holidays
  - a period of 14 days from around the 16<sup>th</sup> of December until 2 January (both days included)
- A Building Contractor may in the discretion of the Trustee Committee be allowed to work on these days. The application must be lodged with the Trustee Committee at least five (5) working days prior to the intended work, unless the Trustee Committee, in an instance, agrees to a shorter period.
- 32.6. Building activities must proceed without lengthy interruptions and must be completed within twelve (12) months, or such other period as has been authorized in writing by the Trustee Committee, from the date of commencement.
- 32.7. Water points on Private Open Spaces may not be used for construction purposes.
- 32.8. Employees may only be on the building site for which they are registered and may not roam about the Estate. An on the spot fine of R500.00 per incident will be levied against the Builder.
- 32.9. The Employees may not use private open space or common facility in the Estate as a resting place. The Builder will be levied an on the spot fine of R500.00 per incident.
- 32.10. Employees may use only the sanitary and drinking water facilities on site and no other facilities. The Builder must remove sanitary waste weekly.



- 32.11. The Building Contractor must ensure that there are always sufficient fire extinguishers on site and no open fires may be lit on the building site.
- 32.12. Where building machinery, equipment or material encroaches onto the sidewalk, into the street or onto a private open space, the Building Contractor must forthwith move the item concerned onto the building site. No machinery, equipment or material may be stored or remain on the sidewalk or in the street without the written permission of the Trustee Committee and subject to such conditions as they may impose.
- 32.13. A Building Contractor must ensure that the kerb, sidewalk and street in front of the building site concerned are adequately protected from damage by the building activities and that the street is always swept clean.
- 32.14. Vehicles, machinery and equipment may not be cleaned in the Estate.
- 32.15. Sand and building rubble washed away or moved onto the sidewalk, into the street or onto a private open space must be cleaned away forthwith.
- 32.16. Excess material or building rubble may not be spoiled on private open spaces in the Estate;
- 32.17. The building site must be kept as clean as possible of refuse and litter. Refuse and litter must be removed weekly before 16h00 on a Friday and whenever the Trustee Committee instructs the Building Contractor to do so. A fine of R1 500.00 that will increment with a R1 500.00 will apply to defaulters that continue to disregard the rules.
- 32.18. A zero-tolerance attitude will prevail to ensure that chaos will not ensue as a result of non-compliance by the Building Contractor(s).

### **33. STORAGE SHEDS / HUTS:**

- 33.1. A Building Contractor may erect storage sheds/huts within the boundaries of the building site and to a maximum height of 2.4m.
- 33.2. The position of such structures must be indicated on a building site diagram, which must be submitted to the Trustee Committee for approval before erection thereof.

### **34. CONSTRUCTION VEHICLES AND DELIVERY RESTRICTIONS:**

- 34.1. The following restrictions apply to construction vehicles allowed into the Estate:
- 34.1.1. Only non-articulated vehicles without trailers of the following specifications are allowed:
- |                      |          |
|----------------------|----------|
| Maximum length:      | 9.1m     |
| Maximum width:       | 2.6m     |
| Maximum gross mass:  | 10,000kg |
| Maximum axle weight: | 8,000kg  |
- 34.1.2. Only roadworthy, licensed vehicles will be allowed into the Estate;

- 34.1.3. Drivers must use the streets and may not take a short cut over other Erven or Private Open Spaces;
- 34.1.4. Vehicles may not be left unattended in such a position that they may cause an obstruction to other road users.
- 34.1.5. Vehicles may not be parked on private open spaces or private properties without the prior written consent of the Trustee Committee or the Occupant concerned.
- 34.2. The following general conditions apply to deliveries to a building site:
  - 34.2.1. The Building Contractor must brief the drivers of delivery vehicles on the Rules governing deliveries;
  - 34.2.2. Delivery vehicles are subject to the general construction vehicle restrictions;
  - 34.2.3. The Building Contractor is always responsible for delivery vehicles and delivery personnel;
  - 34.2.4. Deliveries to building site may take place only from the street frontage of the building site;
  - 34.2.5. Deliveries may take place only during normal working hours and on normal working days, provided that a Building Contractor may on application in the discretion of the Trustee Committee be allowed to receive deliveries outside normal working hours and days.
- 34.3. The following additional specific conditions apply to concrete deliveries to a building site:
  - 34.3.1. Concrete delivery vehicles may be washed only on the building site concerned and spillage and run-off must be contained on that site;
  - 34.3.2. Concrete may not under any circumstances be spilt onto sidewalks, street, the "leivoor" or Private Open Spaces.
  - 34.3.3. Spilt concrete must immediately be removed.

#### **PART IV – APPLICATION OF RULES:**

##### **35. GENERAL:**

If a person fails to comply with a written notice from the Trustee Committee to rectify, or desist from a transgression of any of these Rules and such failure persist after expiration of the period specified in the notice:

- 35.1. The Trustee Committee may impose the prescribed fine on the person concerned; and/or

- 35.2. The Trustee Committee may remedy the failure for the account of the person concerned; or
- 35.3. The Trustee Committee may apply to CSOS for an order at that person's cost to compel him or her to comply with the notice.

**36. CONTRAVENTION OF RULES:**

- 36.1. The Trustee Committee or Managing Agent may furnish the owner or occupier with a written notice, which may be delivered by mail, hand or per email, if any of the Rules are contravened.
- 36.2. The Trustee Committee and/or Managing Agents may in their absolute discretion, immediately impose a fine without warning, in case of a serious transgression of the Rules.
- 36.3. If an owner or occupier persists with a particular conduct or if he or she remains in contravention of a rule, after a warning was given, a penalty will be imposed.
- 36.4. The amount of the penalties will be determined by the Trustee Committee from time to time;
- 36.5. The Owner of the property concerned shall on demand, pay the imposed penalty to the Home Owners Association;
- 36.6. The imposition of any penalty in terms hereof shall be without prejudice to and shall not effect and shall be in addition to any other rights available to the Association at law, and in particular it's right to apply for an order compelling any Owner and/or Tenant to comply with these rules.
- 36.7. The penalty for transgression of any rules will be R500.00 (Five hundred rand) plus any cost of action or to rectify.
- 36.8. Any penalty amount payable by an owner and/or tenant to the Association in terms of these rules of conduct shall be deemed an additional levy in respect of the Owner of the erf.

**37. FAILURE OF OWNER TO MAINTAIN PROPERTY:**

If an Owner fails to comply with a written notice from the Trustee Committee to repair or maintain his property in a state of good repair as required by these Rules and such failure persists after expiration of the period specified in the notice-

- 37.1. the Trustee Committee may impose the prescribed fine on the Owner; and/or
- 37.2. the Trustee Committee may remedy the failure for the account of the Owner; and/or
- 37.3. The Trustee Committee may apply to CSOS for an order at the Owner's cost to compel him or her to comply with the notice.

**38. VEHICLES:**

If a vehicle is parked, standing or abandoned on any private open space or visitors parking bays without the Trustee Committee consent, the Trustee Committee may –

- 38.1. impose the prescribed fine on the owner of the vehicle; and/ or
- 38.2. after having given the owner of the vehicle a written notice to remove the vehicle within the period specified on the notice, cause the vehicle to be removed or towed away at the risk and expenses of the owner of the vehicle.

**39. BUILDING ACTIVITIES:**

39.1. If a Building Contractor fails to comply with a written notice from the Trustee Committee to rectify, or desist from, a transgression of any of these Rules or to repair any damage caused by him or her buildings activities and such failure persists after expiration of the period specified in the notice –

- 39.1.1. the Trustee Committee may impose the prescribed fine on the Owner and/or the Building Contractor; and/or
- 39.1.2. the Trustee Committee may remedy the failure for the account of the Building Contractor, or
- 39.1.3. the Trustee Committee may apply to CSOS for an order at the Building Contractor's cost to compel him or her to comply with the notice.
- 39.2. If an Owner fails to submit Building Plans as required by these Rules, or if a Building Contractor commences building activities before the Trustee Committee has certified that the Building Plans, or any deviation or variation there from, comply with the prescribed Architectural& Landscape Guidelines –
  - 39.2.1. the Trustee Committee may in writing instruct the Owner within a specified time to demolish or remove any structures so erected; or
  - 39.2.2. the Trustee Committee may in writing instruct the Owner forthwith to suspend any building activities until such time as the breach has been remedied; and /or
  - 39.2.3. the Trustee Committee may impose the prescribed fine on the Owner and/or Building Contractor; and/or
  - 39.2.4. the Trustee Committee may, if the Building Contractor is not an Owner, refuse him/her entry into the Estate until such time as the breach has been remedied;
  - 39.2.5. The Trustee Committee may apply to CSOS for an order at the cost of the Owner to compel him or her to comply with these Rules;

39.3. Neither the Trustee Committee nor the Association accepts any liability whatsoever for any loss sustained by an Owner or Building Contractor as a result of any structures having had to be demolished or removed or any building activities having had to be suspended or the Building Contractor and his or her Employees having been refused entry into the Estate because of a breach of these Rules;

**40. ACTION OR DECISION OF THE MANAGING AGENT:**

- 40.1. An Owner who is dissatisfied with an action or decision of the Managing Agent may in writing request the Managing Agent to refer the matter to the Trustee Committee for a decision.
- 40.2. The Trustee Committee may in its sole discretion designate one or more of its members to meet with the Owner on the matter raised and dispose of it, or to advise the Trustee Committee on how to dispose of it.

**41. MATTERS RAISED WITH THE TRUSTEE COMMITTEE:**

- 41.1. An Owner who wishes to register a complaint with, or to bring another matter to the attention of the Trustee Committee, must do so in writing addressed to the Managing Agent or Trustee Committee and marked for the attention of the Chairperson: The Welgund Domaine Privé Estate Home Owners Association.
- 41.2. A matter so raised must be included in the agenda of the next ensuing the Trustee Committee meeting;
- 41.3. The Trustee Committee may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the detail of the matter to be able to take an informed decision on it;
- 41.4. The Trustee Committee may in its sole discretion allow the Owner concerned an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter;
- 41.5. The Trustee Committee may in its sole discretion designate one or more of its members to meet with the owner concerned on the matter raised and dispose of it or to report its finding and advise, if any, to the Trustee Committee;
- 41.6. An Owner who is dissatisfied with the procedure followed by the Trustee Committee in processing a matter raised by him or her or with its decision on the matter, may, subject to the Constitution, raise it at the next ensuing annual general meeting or an ordinary general meeting called for that purpose, or the Owner may declare a dispute.

***NOTE: costs referred to in this clause shall mean such costs as the Trustee Committee deem to be reasonable.***