

## **HONEYDEW COUNTRY ESTATE HOME OWNERS CONDUCT RULES**

### **For the Use and Enjoyment of the Unit Erven and Common Property of Honeydew Country Estate**

#### PRELIMINARY

##### A - APPLICABILITY:

1. The provisions of these Conduct Rules are binding on the Trustees of the Home Owners Association, Body Corporate and where applicable the Managing Agents, Owners and their Tenants.
2. Where there is a difference between these rules and rules incorporated by a Body Corporate or Home Owners Association in terms of the Housing Act for the Elderly Act and such rules are not sanctioned in terms of a specific Act, Ordinance or by Law, these rules shall prevail.
3. It shall be the responsibility of a Unit Erf owner as defined in the Constitution of the Home Owners Association to ensure compliance of these rules by himself, a tenant or occupier of his/her Unit Erf including his employees, contractors, visitors and family members. It is the responsibility of each owner to supply the tenants/occupiers of their Unit Erf with a copy of the Estate rules.
4. An owner shall be strictly liable for payment in respect of any damage caused by and for any additional costs incurred, penalty imposed on him or on any person referred to in Par 3.
5. Levies payable in terms of the Constitution is payable monthly in advance and the owner shall be liable to pay the additional charges incurred by the Managing Agents for reminder notices, administration costs detail ledger provided for the attorneys and any other hand-over costs to recover any outstanding debt. Any penalties issued will be added to the levy accounts of the owners and is payable within 30 days of issuing.
6. The Trustees decision regarding any matter with regards to the rules shall be final and binding. Where these rules are silent, such situation shall be governed by the Constitution of the Home Owners Association.

##### B – INTERPRETATION & DEFINITIONS

1. The clause headings are for convenient reference and shall be disregarded in construing these Rules.
2. Unless the context clearly indicates a contrary intention: -
  - 2.1. The singular shall include the plural and vice versa; and
  - 2.2. A reference to any one gender shall include the other gender; and
  - 2.3. A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
3. **Common Areas**  
All immovable property belonging to the Honeydew Home Owners Association which includes private roads, parks and any other immovable property registered in the Home Owners Association's name.
4. **Unit Erf** is an Erf and/or a Sectional Title Unit within the boundaries of the Honeydew Country Estate and zoned and used for residential purposes.
5. **Owner** is the registered owner of a Unit Erf.
6. **Developer** – Vissershok Investments (Pty) Ltd or any other natural or juristic person or Trust that purchases the remainder of Erf 29114, Paarl.
7. **Home Owners Association** herein after referred to as HOA.
8. **The Estate** – Any property within the boundaries of the Honeydew Country Estate.
9. **Domicilium address** – Means the address of the Unit Erf unless the owner in writing nominated another address and it is the address to which any correspondence in terms of these rules may be sent.

#### CONDUCT RULES

##### 1. ANIMALS, REPTILES AND BIRDS:

- 1.1. When granting such approval, the trustees may prescribe any reasonable condition, even if it means spaying/neutering of cats and dogs, and/or removing the vocal cords. In evaluating an application, the animals' size and breed will be taken into consideration.

- 1.2. No Cats that have not been spayed shall be allowed as pets.
  - 1.3. An owner or occupier of a Unit Erf shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a Unit Erf or on the common property or a Sectional Title Unit, or on the common property of the HOA.
  - 1.4. The trustees may withdraw such approval in the event of breach of any condition prescribed in terms of sub-rule 1.2
  - 1.5. An owner/occupier shall only qualify for two (2) pets as referred to in Par 1.1.
2. REFUSE DISPOSAL:
- 2.1. An owner or occupier shall place all normal domestic refuse in any plastic bag and deposit same into one of the refuse bins in a refuse bin room or if issued with a bin, in the bin. The bin must on a weekly basis be placed in the bin refuse room.
  - 2.2. No unwanted containers, packing cases, items of furniture or portions thereof or any other material of whatsoever nature that is not removed by the municipal refuse collectors may be placed in the refuse bin rooms. It is the responsibility of an owner or occupier to dispose of such items.
  - 2.3. No refuse of any description, whether in a plastic bag or other container, may be placed on any common property other than the refuse bin rooms.
3. VEHICLES:
- 3.1. No owner or occupier shall park or stand any motor vehicle upon the common property of the HOA, or permit or allow any vehicle to be parked or stood upon the common property of the HOA, without the consent of the trustees in writing. Vehicles may only be parked in designated parking areas. Motor vehicles may not be parked on the garden area in front of the property and are restricted to driveways in front of the garages or the street reserve.
    - 3.1.1. Motor vehicle is deemed to be a passenger vehicle or light delivery vehicle not exceeding 2000kg.
  - 3.2. The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, or any other vehicle parked, standing or abandoned on the common property of the HOA or on a Unit Erf owner's property in contravention with Par 3.9 without the trustees' consent.
  - 3.3. The trustees may wheel clamp at the risk and expense of the owner of the vehicle, any vehicle parked illegally on the common property without the trustees' permission. The release fee shall be determined by the trustees from time to time.
  - 3.4. Owners and occupiers of Unit Erfs shall ensure that their vehicles or those of their visitors do not drip oil or brake fluid onto the common property. The costs of removing any such stains or defacement shall be borne by the owner of the unit whose vehicle or, whose occupant's or visitor's vehicle causes such stains or defacement.
  - 3.5. No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle in the Estate or any portion of the common property unless consent was given by the Trustees to service a vehicle within the owners' garage.
  - 3.6. Motor vehicles exiting from their parking bays with obscured vision have the right of way of reversing out of their bays.
  - 3.7. No owner or occupier shall be permitted to drive a motor vehicle at more than thirty (30) kilometres per hour on the common property roadway.
  - 3.8. No owner or occupier shall drive a motor vehicle on the common property in a manner that may be dangerous, so judged by a trustee or the managing agent.
  - 3.9. No boats, caravans, trailers and or derelict vehicles are permitted to stand on the common property, or in a Unit Erf where it is visible from the road, parks or abutting properties.
4. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:
- 4.1. An owner, lessee or occupier of a Unit Erf shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees.
  - 4.2. An owner or person authorised by him or her shall not construct, attach to, fix to any part of the exterior of buildings, including patios and balconies, or place or construct on, or fix to any part of the common property or to any building built on their Unit Erf any alterations, fixtures or additions.
  - 4.3. Notwithstanding sub-rule 4.2 an owner or person authorised by him may, with the prior written consent of the trustees, who may impose reasonable conditions, install an air conditioner to his property provided that it shall not be visible when viewed from the outside.

5. APPEARANCE FROM OUTSIDE:

- 5.1. The owner or occupier of a Unit Erf used for residential purposes shall not place or do anything on any part of his property or on the common property which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Unit Erf.
- 5.2. Where an owner of a Unit Erf's property is in such a state of neglect that it affects the harmony and character of the Estates aesthetical appearance and desirability, the Trustees of the Association or the Managing Agent may act in accordance with Par 15. Should the owner not rectify the neglect after having been notified as per clause 15.6.2, the Trustees may appoint a contractor to do same and hold the owner liable for the cost incurred in accordance with Par 15.  
The above rule is incorporated into the rules to protect the value and harmonious living conditions and environment of the residents of the Estate.

6. SIGNS AND NOTICES:

- 6.1. No owner or occupier of a Unit Erf, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, or his Unit Erf or on the municipality verge, so as to be visible from outside such Unit Erf and / or the complex, without the written consent of the trustees first having being obtained.
- 6.2. Show houses are permitted on a Saturday or Sunday once the Developer has completed the Development subject to the following conditions.
- 6.2.1. Signage is allowed on show days to clearly mark the show house.
- 6.2.2. The signage of the show house may be set up on the day of the show house from 12h00.
- 6.2.3. The signage of the show house must be removed immediately after the show house ends and no later than 18h00 on the same day.
- 6.2.4. The trustees reserve the right to remove any signage that does not conform to these Conduct Rules.
- 6.2.5. Until completion of the Development, the Developer (land owner of unsold Erven) may conduct a Show house daily from 09:00 until 19:00 and no other Unit owner may hold a show house until the development has been completed.
- 6.2.6. Access to any show house shall be subject to the Estate's security rules.

7. LITTERING:

An owner or occupier of a Unit Erf shall not deposit, throw, or permit or allow to be deposited, or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. LAUNDRY:

- 8.1. An owner or occupier of a Unit Erf shall not hang any washing or laundry or any other items on any part of his Erf building or the common property so as to be visible from the road entrance.
- 8.1.1. Washing shall not be placed on the balcony / patio / walk ways / in windows and windowsill / or any part of the communal areas, including the public open space.

9. STORAGE OF IMFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS:

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in his building or on the common property, which will or may increase the rate of the premium payable by the HOA, any Body Corporate or any of his Unit erf neighbours on any insurance policy.

10. LETTING OF UNITS:

All tenants of Unit Erfs and other persons granted rights of occupancy by any owner of the relevant Unit Erf are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

11. ERADICATION OF PESTS:

An owner shall keep his Unit Erf free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, or any person authorized in writing by the HOA, at all reasonable hours on notice (except in case of emergency, when no notice shall be required) to enter his Unit Erf from time to time for the purpose of inspecting the Unit Erf and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Unit Erf, replacement of any woodwork or other material forming part of such Unit Erf, which may be damaged by any such pests, shall be borne by the owner of the Unit Erf concerned.

12. USAGE OF UNIT ERFS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

- 12.1.1 Subject to the HOA Constitution.
  - 12.1.1.1 The Unit Erf shall be used solely for residential purposes only.
  - 12.1.2. No more than two persons per bedroom may reside in any unit on a permanent basis.
  - 12.1.2.1. Permanent is determined as 48 hours or longer.
  - 12.1.3. The parking bays shall be used solely for parking motor vehicles only.
  - 12.1.4. It is also recorded that all facilities, including the pool, if applicable and all other facilities, which include the private open spaces, are used at own risk. The HOA and trustees will not be held responsible for any loss, damage, injuries or death due to the use of any facilities.
- 12.2. Except for a sale in execution of a Unit Erf, no auction, or similar sales or exhibitions, shall be held on the common property or in a Unit Erf, nor may a residential Unit Erf be used for any professional, commercial or industrial purpose whatsoever. This rule is not applicable on the Developer while he is still constructing & marketing houses in the Estate.
  - 12.3. An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall ensure that no nuisance is caused or common property damaged.
  - 12.4. No 'quad-bikes', carts, scooters or motorbikes may be used on the common property for recreational purposes.
  - 12.5. Ball games or any other games shall be played on the designated area on the common property. Ball games or any other game, including skateboarding, may not be played between vehicles.
  - 12.6. The throwing of stones or other solid objects within the Estate is prohibited.
  - 12.7. In the event of damage of whatsoever nature being caused to the common property, or to a Unit Erf property by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner in question will be responsible for the costs of such repair.
  - 12.8. All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the HOA or Body Corporate of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human, natural phenomena or otherwise. The HOA or a Body Corporate 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 common property, its amenities or a Unit Erf nor for any act done or for any neglect on the part of the HOA or a Body Corporate or any of the HOA or Body Corporate's employees, agents or contractors.
  - 12.9. Nobody may smoke in any enclosed communal area or common property.
13. NOISE AND DISTURBANCE:
- 13.1. No owner, lessee or occupier may permit anything to be done in his or her Unit Erf, or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the Estate, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
    - 13.1.1. This includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, excessive motor vehicle idling & revving, talking, stamping, and laughing.
  - 13.2. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in Unit Erfs or any part of the common property or a Unit Erf within the Estate without the written permission of the trustees.
  - 13.3. No firearms may be discharged in a Unit Erf or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.
  - 13.4. No braai or social gathering shall be allowed on common property without the written consent of the trustees.
  - 13.5. Visiting vehicles to a Unit Erf owner shall be limited to four (4) vehicles unless prior permission has been obtained from the trustees. Permission is to be requested at least seven (7) days prior to the event and owners must notify trustees of the number of vehicles expected and their Registration Numbers.
14. ACCESS CONTROL:
- 14.1. There is a security gate as access control at the entrance of Honeydew Country Estate and it remains the responsibility of the owners or occupiers to ensure that no one gains access without obtaining permission from the occupier of such unit which the visitors are visiting.
  - 14.2. The owners are liable to pay the HOA or Body Corporate for the cost of any access tag/ remotes.
  - 14.3. The Body Corporate will not be liable for such access tag/ remotes becoming faulty and the replacement thereof shall be for the owner's account.

- 14.4. Owners and / or residents must advise the Managing Agent immediately when their tag/ remotes are lost or stolen so that such tag / remote can be deactivated.
- 14.5. Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must comply with the following –
- 14.5.1. Ensure that upon entering or leaving the premises, all security doors and gates are properly closed; where applicable
  - 14.5.2. Comply with any further security measures implemented by the trustees;
  - 14.5.3. Ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.

15. PAYMENTS OF LEVIES AND OTHER CONTRAVENTIONS:

- 15.1. Owners are responsible for the payment of their monthly levy, additional costs or additional administration costs monthly in advance, by the 1 day of each month.
- 15.2. Should any owners experience any discrepancy with regards to monies indicated on their levy statement, they must provide a written explanation of the discrepancy to the managing agent by no later than the 7th of the applicable month.
- 15.3. Any owners, who choose to pay their levy by way of depositing such payments into the HOA's bank account, and such levies are not reflected on their levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip as proof of payment to the managing agent. The trustees reserve the right to exercise their right to add any bank cash deposit fees (because of this purpose), to the levy account of the owner.
- 15.4. An owner shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, admin charges/ fees, any expenses and charges incurred by the HOA in recovering arrear levies, or in enforcing compliance with these rules. This includes additional administration charges too.
- 15.5. An owner shall be liable for and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner/ tenant/ occupier/ family/ visitor or the cost to clean or reinstate the common property.
- 15.6. The trustees shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine.
- 15.6.1. When the trustees become aware of any contravention of any Management Rule or Conduct Rule, the owner of the unit in question could (but not should!) be given a written notice or, depending on the transgression, an immediate fine for such contravention. This decision is in the sole discretion of the trustees.
  - 15.6.2. A notice shall be served at the address referred to in Domicilium (Interpretations & Definitions Par 9) and shall call upon the owner to rectify the breach within a period determined by the trustees, provided that such period is not less than 14 days.
  - 15.6.3. An owner shall be given notice of any fine and be informed that it will be included as a separate item on the monthly levy statement. Payment thereof to be affected within 30 days over issuing.

16. FIRE FIGHTING EQUIPMENT:

The owner of a Unit Erf shall ensure that they, their occupants and visitors do not tamper with or use any fire hose reel or fire extinguisher other than in an emergency fire situation in terms of the fire regulations of the Drakenstein Municipality

17. COMPLAINTS:

All complaints, enquiries, requests and suggestions must be in writing and be addressed to the Managing Agents and be submitted to them.

18. RELAXATION OF RULES

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

19. BINDING NATURE:

- 19.1. The provisions of these rules and the duties of the owner in relation to the use and occupation of a Unit Erf and common property shall be binding on the owner of that Unit Erf and / or any lessee or other occupant/tenant or visitor, and it shall be the duty of the owner to ensure compliance with the rules by his lessee/ occupant, tenant or visitor, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property as a result of any parties as mentioned in 19.1
- 19.2. The trustee's decision regarding any matter with regards to these Rules shall be final and binding.