

SANDALWOOD ESTATE

HOUSE RULES

18 April 2007

**Approved by the Annual General Meeting of the Sandalwood
Estate Homeowners' Association held on 18 April 2007**

CONTENTS

1.	INTRODUCTION	1
2.	MEMBERSHIP	1
3.	CONSTRUCTION OF BUILDINGS	1
4.	MAINTENANCE OF PROPERTY	2
5.	ANIMALS, REPTILES AND BIRDS	2
6.	VEHICLES AND PARKING	3
7.	OCCUPATION.....	3
8.	DOMESTIC ARRANGEMENTS	4
9.	GOOD NEIGHBOURLINESS	4
10.	DOMESTIC WORKERS.....	5
11.	COMMON AREAS	5
12.	INSURANCE	6
13.	LETTING OF PROPERTY.....	6
14.	SELLING AND PURCHASE OF PROPERTY	6
15.	LEVY	7
16.	STABILISATION FUND	7
17.	SECURITY.....	8
18.	DISPUTES	8
19.	COMPLAINTS / SUGGESTIONS.....	8

1. INTRODUCTION

- 1.1 The promulgation and enforcement of these rules are authorised by the enabling provisions of the Constitution of the Sandalwood Estate Homeowners' Association. The Association is from time to time entitled to amend, vary or add to these rules.
- 1.2 The provisions of these rules are binding on Owners, their households, guests, employees, tenants and any other occupier. No letting and/or parting with occupation will in any way release the Owner from any of her/his obligations to the Association.
- 1.3 Any existing practices on the Estate that are in conflict with newly introduced House Rules shall cease immediately, unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing, and an Owner feels legitimately aggrieved thereby, the Committee may be approached requesting that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision shall be entirely at the discretion of the Committee and shall be binding on all parties.
- 1.4 In the event of any conflict between these House Rules and the Constitution of the Association, the Constitution shall be deemed to be the first point of reference.

2. MEMBERSHIP

- 2.1 By virtue of the ownership of their property in the Estate, Owners are members of the Homeowners' Association, and may not resign, transfer or cede their membership of the Association.
- 2.2 An Owner may not alienate his property without the consent of the Association. Consent will not be unreasonably withheld, except in the case where the conditions of the alienation agreement do not include the requirement that the new owner acknowledges his future membership of the Association and agrees to be bound by the terms and conditions of these House Rules and its amendments.

3. CONSTRUCTION OF BUILDINGS

- 3.1 The Owner acknowledges that, in order to maintain uniformity in keeping with the aesthetic theme of the Estate, the Association needs to impose specific conditions relating to the construction of dwellings, additions and any other structures on the Owner's property in respect of, amongst others, the design, construction and materials to be used, and the timeframe for the commencement and completion of construction and improvement.
- 3.2 Any alterations and additions to the structures of a property, including house, outbuildings and fencing, must be in accordance with the aesthetic theme of the

Estate. The design and construction of all new buildings, and the extension, alteration or change in appearance (including attachments, colour scheme etc) to existing buildings, outbuildings, garden structures (including children's play equipment), walls and fences must be approved in writing by the Committee prior to any work commencing. Outline plans should be submitted to the Committee for approval in principal. Where required, Local Authority approval must be obtained and the officially approved plans submitted to the Committee for its final approval which will be given to the Owner in writing.

- 3.3 Further, any proposed alterations and additions (as described above) should be discussed in full with neighbours who may be affected in any way. Neighbours' comments must be taken into account in finalising plans.
- 3.4 No construction of any sort will be allowed within the 2 (two) metre building exclusion zone around the boundary of each individual property.
- 3.5 Wendy houses and other similar buildings will not be allowed.

4. MAINTENANCE OF PROPERTY

- 4.1 Owners are obliged to maintain their properties, including gardens, in a neat and tidy condition from the date of registration of transfer, regardless of whether the Owner is resident on the property or not. Should the property, including any structures on the property, not be maintained in an appropriate manner, the Association will be entitled to call upon the Owner, in writing, to restore, repair or clean up the property. In the event that the Owner fails to respond to the Association's request within 14 (fourteen) days of delivery of the notice, the Association will be entitled to undertake such repairs or damages at the expense of the Owner.
- 4.2 No caravan or any other form of temporary accommodation may be used as a permanent living area.
- 4.3 The Owner should keep his property free of ants, borer and any other wood-destroying insects.
- 4.4 The Owner should not plant, and should keep his property free of, declared alien invasive tree and plant species.

5. ANIMALS, REPTILES AND BIRDS

- 5.1 Prior written consent must be obtained by owners before any animal, reptile or bird is brought onto the Estate. Consent will not be unreasonably withheld, provided that, when granting such approval, the Association may prescribe any reasonable conditions.
- 5.2 In the event of any breach of the conditions prescribed in Clause 5.1, or of the House Rules in general, the Association may withdraw approval.

- 5.3 Owners may be entitled to keep 2 (two) animals on their properties; that is, two dogs, or two cats, or one dog and one cat.
- 5.4 Tenants may keep animals on their leased properties, provided that they have permission from the house owner and that the house owner takes full responsibility for ensuring that there is no conflict with the House Rules in regard to her/his tenant's pets. These undertakings should be in writing and lodged with the Estate Manager prior to the tenant or person being given occupation of the property.
- House Rule 5.3 will also apply to tenants' pets.
- 5.5 Details of the dogs and cats kept at each household will be entered into a pet register maintained by the Estate Manager.
- 5.6 Pet owners are obliged to ensure that their pets do not create a nuisance to other householders, nor to damage Estate or household property, nor to foul any property.

In this respect:

- a) Dogs will not be allowed out of their owner's property except on a leash. Droppings should be removed by the owner.
- b) Cats should not be allowed to stray and should be kept indoors at night.

6 VEHICLES AND PARKING

- 6.1 The speed limit within the Estate is 20 (twenty) kilometres per hour.
- 6.2 No vehicle may be driven in a manner that may be a danger or nuisance to any other person or property within the Estate.
- 6.3 Pedestrians and children have the right of way at all times.
- 6.4 No Owner or Occupier may park any vehicle on common property, or permit or allow any vehicle to be parked on common property for any extended period of time, and no more than 24 hours continuously.
- 6.5 Vehicles may not be washed on common property. Fire hydrants and fire hoses may not be used for washing vehicles.
- 6.6 Caravans, boats or trailers may be stored only within the Owner's property.
- 6.7 No vehicles, trailers, machinery or equipment weighing more than 3 (three) tonnes may be brought onto the Estate. This includes large removals vans. Any repairs to damages as a result of such action will be for the Owner's account.

7. OCCUPATION

- 7.1 The maximum number of persons permitted to occupy on a permanent basis any house on the Estate is the number of bedrooms in the house multiplied by two.

- 7.2 An Owner may not let or otherwise part with occupation of her/his property unless s/he enters into a written lease agreement with the prospective tenant or occupier. A letter of acknowledgement that this has been undertaken should be provided by the Owner to the Estate Manager.
- 7.3 The Owner acknowledges that the Association is entitled at all times, to add to, amend or vary the House Rules relating to occupancy, and any other matters relating to the convenience, comfort and general well-being of the residents of the Estate.

8. DOMESTIC ARRANGEMENTS

- 8.1 Owners must provide their own refuse containers, to be kept in an area not visible to neighbouring properties or common areas. On collection day (currently Tuesdays), black refuse bags should be placed outside houses by 07:00 for collection by the garden services staff and eThekweni Municipality (DSW).
- 8.2 Garden waste should be placed in the DSW blue plastic bags and put out for collection by the garden services staff and eThekweni Municipality (DSW) on the same day as the domestic rubbish. No other bags for garden waste will be accepted by the Municipality and will not be cleared by the Estate garden staff.
- 8.3 Garden refuse may not be put out for collection at any other time during the week. However, garden refuse can be removed at other times during the week by special arrangement with the garden services manager who will charge for this service.
- 8.4 Black refuse bags for domestic waste are provided by the eThekweni Municipality (DSW), delivered to the Estate in packs of 24 every three months. Blue garden refuse bags may be purchased from Spar and Pick 'n' Pay.
- 8.5 Laundry may only be hung for drying in an area designated for this purpose on the Owner's property and where not visible from neighbouring properties or common areas.

9. GOOD NEIGHBOURLINESS

- 9.1 Owners, tenants and occupiers should at all times be sensitive to the effects of their own day-to-day activities on other residents of the Estate. Every care should be taken in respect to:
- ≈ Visual impacts
 - ≈ Noise impacts
 - ≈ Traffic behaviour
 - ≈ Animal and pet impacts
 - ≈ Anti-social behaviour.

- 9.2 Noise. Owners, tenants and occupiers should ensure that noise, especially at social events and from music etc, is moderated at all times. Noise should be kept to a minimum on Saturdays and Sundays, public holidays, and at night after 22:00.
- 9.3 No fires may be lit on the Estate to burn garden or any other refuse.
- 9.4 No litter or rubbish of any sort may be left on the common property.
- 9.5 No firearms or fireworks may be used within the perimeter of the Estate.
- 9.6 Any contravention of the House Rules or any inconsiderate behaviour on the Estate perpetrated by an Owner's family, guests or visitors shall be deemed to be a contravention by the Owner her/himself.

10. DOMESTIC WORKERS

- 10.1 Upon the employment of a domestic worker, including gardener, the Owner/ Occupier must provide the Association with the worker's full name and identity number, and indicate whether the worker will be living in or out.
- 10.2 Owners/Occupiers will provide the Estate Manager with a copy of their employee's ID book, including photograph. This will be kept on file and at the gatehouse for management and access control purposes.
- 10.3 Should, in the opinion of the Association, the domestic worker be regarded as unsuitable or a security risk, the Association will be entitled to refuse her/him entry to the Estate.

11. COMMON AREAS

- 11.1 The Association is the Owner of all common areas on the Estate which have been developed for the use and recreational enjoyment of Owners, their households, tenants and guests. No person may use any common area in any manner that defaces the area, or creates a nuisance to any other person on the Estate.
- 11.2 Motorised vehicles may only be used on the tarred/concrete roads.
- 11.3 All trails and paths within the Estate may only be used by pedestrians and cyclists (non-motorised).
- 11.4 No craft of any description may be launched on the pond.
- 11.5 No person may remove or interfere with trees, plants, wildlife, fish, live bait or crustaceans from any part of the common area of the Estate.
- 11.6 No swimming is permitted in the dam.
- 11.7 No person may interfere in any way whatsoever with any water feature, dam, stream, water course or furrow on the Estate.
- 11.8 Persons making use of any recreational area will be responsible for tidying up and leaving the area in a clean condition.

11.9 The Association will not be responsible for any loss or damage to property, death or injury to the Owner, her/his household, guests, lessees or domestic workers that may occur on any common area, however caused and whether or not due to the negligence of the Association or its employees. The Association is indemnified against any such claim that may be made against it.

12. INSURANCE

12.1 Owners are requested to obtain Homeowner's Insurance to the replacement value of all improvements on their properties.

12.2 Owners may not claim against the Association or its agents or servants or arising out of any act or omission by any other person on the Estate, or as a result of any structure being damaged or destroyed, or as a result of theft, housebreaking, forcible entry or burglary of premises. Owners will be required to make good all damages at their own expense.

13. LETTING OF PROPERTY

13.1 All tenants and other persons granted rights of occupancy are obliged to comply with these House Rules notwithstanding any provision to the contrary contained in any lease or any grant of rights occupancy. However, the final responsibility of compliance with these House Rules rests with the Owner of the property.

13.2 The Estate Manager will provide incoming tenants and occupiers with a current copy of the House Rules and a form of acceptance. They should acknowledge in writing to the Estate Manager that they have received a copy of, and have accepted, the House Rules.

13.3 Tenancy leases should reflect that the tenant will abide by the House Rules during her/his period of tenancy.

14. SELLING AND PURCHASE OF PROPERTY

14.1 It is the Owner's responsibility to notify the Estate Manager of her/his intention to sell her/his house.

14.2 The owner is free to use an Estate Agent of her/his choice, on the understanding that the Agent complies implicitly with the Estate's rules and requirements in respect to the house sale/purchase.

14.3 An Owner who wishes to sell her/his property may not display any "For Sale" or similar notices on any common property on the Estate or in the street at or opposite the entrance of the Estate. Show house notices may only be displayed on the specific day.

14.4 Owners should notify the Estate Manager of their intention to show their houses at least 48 hours in advance.

- 14.5 The Estate Manager will provide incoming owners with a current copy of the House Rules and a form of acceptance. They should acknowledge in writing to the Estate Manager that they have received a copy of, and have accepted, the House Rules.
- 14.6 Upon the sale/purchase of a house, incoming owners and Estate Agents are required to pay a one-off levy into the Estate's Stabilisation Fund. See Section 16: Stabilisation Fund.

15. LEVY

- 15.1 From the date of registration, the Owner will be liable for and pay to the Association, a monthly levy and any special levy imposed by the Association from time to time. The monthly levy can be varied by the Association. The levy covers the cost of managing, operating, maintaining and improving the Estate.
- 15.2 Monthly levies are to be paid in advance on or before the third (3rd) day of each month by debit order or stop order without set-off or demand.
- 15.3 Levy defaulters will immediately be handed over for collection. All amounts outstanding will accrue interest at the maximum rate allowed in law and the defaulter will be liable for attorney and own client costs and for collection commission.
- 15.4 Owners are obliged to make provision for the payment of levies even if the property is in a late estate due to death, ill health or for any other cause. Where applicable, the provisions of the Administration of the Estates Act will apply.

16. STABILISATION FUND

- 16.1 The Sandalwood Estate Homeowners' Association has created a Stabilisation Fund to provide for the financing of the longer-term maintenance and renewal of the Estate's common area (walls, fences, gates, roads, gardens etc).
- 16.2 On the successful sale of a house, the appointed Estate Agent will be required to pay the following levy into the Stabilisation Fund of the Sandalwood Estate Homeowners' Association:
- In respect of a property sold for up to and including R1 million: R5 000
 - In respect of a property sold for more than R1 million: 0,5% of the selling price.
 - If no Estate Agent is involved in the sale, the seller is liable for this fee.
 - This amount is due upon registration of the transfer of the property.
- 16.3 Upon registration of the transfer of the property, the Purchaser is required to pay a contribution of R3 750 to the Stabilisation Fund of the Sandalwood Estate Homeowners' Association.

The Agent must advise the purchaser of this requirement.

17. SECURITY

- 17.1 Security is a shared responsibility. It is the duty of all homeowners and residents to assist in the overall security of the Estate by being security conscious at all times. Unusual or suspicious events should be reported immediately to the Trustee responsible for security and/or the Estate Manager and/or the security officers on duty.
- 17.2 It is the responsibility of all Owners/tenants to ensure that they have their own remote for the entrance gate. Remotes will be programmed by the responsible Trustee through the Estate Manager.
- 17.3 No domestic employee should be provided with a remote.
- 17.4 Visitors should use the intercom (house number) at the entrance gate to request access from the household they are visiting. The gate security guard is instructed not to open the entrance gate for people without remotes.
- 17.5 A copy of the ID document, including photograph, of all domestic employees will be kept at the gatehouse for access control purposes. Only those domestic workers whose ID documents are at the gatehouse will be permitted access.
- 17.6 Gate security should be advised by owners in advance if they expect outside contractors/estate agents etc. The details will be recorded in a register at the gatehouse.
- 17.7 Vendors are not permitted on the Estate.

18. DISPUTES

- 18.1 Any dispute between Owners, tenants, occupiers and staff should, in the first instance, be resolved amicably between the parties directly involved.
- 18.2 Any dispute that cannot be resolved by the parties directly involved should be referred to the Estate Manager. Should the Association be unable to resolve such dispute, the matter will be dealt with as required by the Constitution of the Association.

19. COMPLAINTS / SUGGESTIONS

- 19.1 All suggestions, concerns or complaints should be submitted in writing to the Estate Manager for consideration and, if necessary, action.

TRUSTEES OF SANDALWOOD ESTATE HOMEOWNERS' ASSOCIATION

18 April 2007