

HOUSE RULES

OF

DIEPKLOOF

HOMEOWNERS' ASSOCIATION

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1. INTRODUCTION

DIEPKLOOF has been designed with a specific aesthetic look and feel, to provide a gracious and secure lifestyle for its Members and Residents. To protect and enhance this lifestyle and in terms of the Constitution of the Association, the Committee have been empowered to the making, amending and rescission of the House Rules, as may be necessary from time to time, for realizing the objectives of the Association.

These House Rules, whether spoken or unspoken, are not all-inclusive, but rather attempts to set a clear and concise guideline that are binding on all Members, Residents and Visitors of the Estate and shall be administered by the Committee. Where there is a conflict between the House Rules and the Constitution of the Association, the Constitution of the Association shall prevail.

Members are responsible for ensuring compliance and informing Residents and Visitors of their Property of these House Rules. In the event of any breach of the House Rules, by any Resident or Visitor of a Member's Property, such breach shall be deemed to have been committed by the Member himself.

It is incumbent on Members and Residents, who may already find themselves to be in contravention of the House Rules or who foresee that they might contravene these House Rules in future, due to special or unforeseen circumstances, to discuss and inform the Committee beforehand, so as to obtain written permission and/or a grace period for compliance with the House Rules from the Committee.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Association, shall bear the same meaning in these House Rules as in the Constitution.

Unless the context otherwise requires, any words importing the singular number only shall, include the plural number and *vice versa*, and words importing any one gender only, shall include the other gender, as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

- 2.1 "the Association" means the DIEPKLOOF Homeowners' Association, which is represented by the Committee for purposes of, amongst other things, making, amending and enforcing the House Rules;
- 2.2 "the Committee" means a committee comprising of 3 (Three) Developer Trustees and 2 (Two) Member Trustees as determined by the Constitution;
- 2.3 "the Common Property" means those portions of the Estate, not registered in the name of individual Members and comprising, without detracting from the generality of the a foregoing, roads, road verges (generally +- 2.5 meters on either side of the road) and other areas, including private open spaces and any buildings thereon and services for the maintenance of which the Local Authority is not responsible for;
- 2.4 "Domestic animals" means only cats and dogs ;
- 2.5 "the Estate" means the DIEPKLOOF ESTATE;
- 2.6 "Member" means an owner of a registered land unit in DIEPKLOOF as per item 2.4 of the Constitution;

- 2.7 "Members Property" means an erf in the Estate together with the residential unit erected thereon, registered in the name of the Member as registered owner thereof;
- 2.8 "Resident" means Members resident in the Estate, members of Members resident in the Estate's household, tenants of Member's Property, friends and employees, which include tradespersons, contractors and suppliers of Residents and any other occupants, whether permanent or temporary, of Member's Property;
- 2.9 "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency;
- 2.10 "Visitors" mean friends, guests, employees, which include tradespersons, contractors and/or suppliers of Members and/or Residents.

3. DOMESTIC REFUSE

The removal of domestic, garden and other refuse shall be under the control of the Committee, which may in exercising its functions in this regard, from time to time by notice in writing, lay down the type and size of refuse containers to be obtained and used and to give directions in regard to the placing of refuse containers for collection:

- 3.1 Refuse bags (only black or blue plastic bags) will be collected by the Municipality on Thursdays, unless otherwise advised;
- 3.2 All refuse bags must be kept on each Member's Property out of sight, until collection day, when it must be placed on driveways for collection;
- 3.3 A maximum of 7 (seven) refuse bags may be put out on the driveways for collection, but only after 18H00 on the day before collection or on the day of collection;
- 3.4 Where any refuse is of such a nature or size that it cannot or will not be collected by the Municipality, the Resident is responsible for the immediate and appropriate disposal of such refuse, at their own cost.

4. DOMESTIC ANIMALS

- 4.1 Unless confirmed otherwise in writing by the Committee, domestic animals, shall be limited to 2 (two) domestic animals per Member's Property. Guest's domestic animals will only be allowed for short periods.
- 4.2 No other animals or aviaries are allowed, as per the Constitution of the Association;
- 4.3 In the event of any domestic animal being introduced onto the Estate unlawfully, the Committee may call on the owner of the domestic animal to remove it immediately. In the event of the Resident failing or refusing to do so, the Committee may impose penalties or may procure its removal from the Estate and recover any costs from the Member concerned, without prejudice to its rights to recover any penalty imposed;

- 4.4 No animal excrement will be allowed on any Common Property and Residents are required to carry a plastic bag with them for the immediate removal of their animal's excrement;
- 4.5 No dog shall be allowed off the Member's Property unless under strict control and on a leash.
- 4.6 Domestic animals are to be kept and disciplined in such a way, so as not to disturb other residents at any time whatsoever, which include, but not limited to, incessant barking and howling;
- 4.7 Should any domestic animal prove to be a continual nuisance to other residents, the Committee may call on the owner of the domestic animal to remove it. If the owner fails or refuses to do so, the Committee may impose penalties or procure its removal from the Estate and recover any costs from the Member concerned, without prejudice to its rights to recover any penalty imposed;
- 4.8 Due to the nature of cats that cannot be kept inside a Member's Property, all cats must be locked indoors between 21H00 and 06H00 and a cat litter box must be provided by the owner of the cat at all times.

5. TRAFFIC / PEDESTRIANS

- 5.1 Only licensed and roadworthy vehicles, shall be driven on the Estate's roads and no unlicensed vehicles (e.g. quad bikes, off road motorcycles or vehicles which create excessive noise, etc.) will be allowed to be driven on the Estate's roads;
- 5.2 Only persons who hold a valid current driver's license, which would permit them to drive that vehicle on a public road within South Africa will be allowed to drive in the Estate;
- 5.3 The maximum speed limit in the Estate is 30km per hour and no person shall drive any vehicle on any road within the Estate exceeding this speed;
- 5.4 All persons driving within the Estate shall observe and comply with the provisions of any road traffic legislation applicable to the Western Cape Province, as fully and effectively as though the Estate's roads are public roads as defined in such legislation;
- 5.5 No vehicle shall be parked or driven on Communal Property and no vehicle may at any time block the thoroughfare of other vehicles on any road or obstruct access to any Common Property or Member's Property;
- 5.6 Heavy delivery vehicles, being in excess of a gross weight of 10 tons or articulated vehicles, are not permitted in the Estate, without the prior consent of the Committee;
- 5.7 No person shall park or store any vehicle, in the Estate, except in a structure built for this purpose. If not stored in a garage, the vehicle must be parked on a paved area inside the Member's Property. No motor vehicle shall be left overnight on any road or Communal Property;
- 5.8 No person shall store or park a caravan, boat, trailer, or the like, in any place on the Estate, except in a structure built for this purpose. If not stored in a garage, it shall be stored or parked on a paved area inside the Member's Property and behind a gate so that the boat, trailer, caravan, or the like, is as inconspicuous and out of site, as possible to neighbors and from the roadway. None of the above shall be left overnight on any road or Communal Property;

- 5.9 No motor vehicle, trailer, boat, caravan, or the like, shall be covered by a tarpaulin that is visible from the roadway or neighbors;
- 5.10 No vehicles are allowed to be parked on grass (including on grass areas inside Member's Property) or on roads in front of a Member's Property. In the event that a Resident is expecting more visitors than what paved parking is available for on the Member's Property in question, it must be discussed with the Committee prior to the event, for their consent.

6. COMMON PROPERTY, OPEN SPACES AND ENVIRONMENTAL CONTROL

Those portions of the Estate, not registered in the name of individual owners and comprising of the open areas, parks, roads, road verges (generally +- 2.5 meters on either side of the road) and other open spaces and any buildings thereon and service areas:

- 6.1 No person shall discard any litter or any item of any nature whatsoever in the Estate;
- 6.2 No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere within the Estate;
- 6.3 The lighting of fireworks is not permitted at the Estate;
- 6.4 No helicopters/ surveillance (including drones or model air planes) or any means of aerial conveyance activities, may take place in the Estate;
- 6.5 It is the responsibility of the Residents to ensure that none of the power boxes, street lights, fire hydrants, etc. is used as playing grounds by children;
- 6.6 No person shall, unless authorized by the Committee to do so, pick or plant any flowers or plants on the Common Property;

7. SECURITY

DIEPKLOOF is a Security Estate and it is the duty and obligation of the Committee to minimize the security risk as far as possible and to the best of their ability. To ensure the safety of Residents and their property, the Committee, can at their sole discretion, take the necessary steps to minimize the risk of strangers, items and any other activities they deem to pose as a security and safety risk. This may include, but are not limited to:

- 7.1 All Residents should commit themselves to take a shared responsibility for the safety of all the residents and their property and to ensure a secure environment for all concerned;
- 7.2 To minimize the security risk at the Estate, all Residents are requested to positively identify visitors, workers, deliveries and or any other person, before allowing such a person to enter, so as to prevent strangers to enter the Estate;
- 7.3 No Member, Resident, Visitor or any other unauthorized person shall interfere with the security arrangements of the Estate or give instructions to the Security Guards;
- 7.4 No Member, Resident, Visitor or any other unauthorized person are allowed inside the guardhouse;
- 7.5 Security Guards will only take instructions from the Committee, any special security requests or arrangements must be addressed to the Committee and Residents are to treat the Security Guards with necessary respect;

- 7.6 All Visitors must report to the Security Guard, who will give access to the Visitor, only after the Security Guard phoned the Resident to confirm and identify the Visitor and only after the Visitor completed the Visitor's Register;
- 7.7 All domestic workers must be registered and complete the Domestic Workers Register, before excess will be granted by the Security Guard;
- 7.8 Positive identification will be required before access will be given to the Municipality for services, inspections, maintenance, water meter reading, etc.;
- 7.9 All emergency vehicles will gain immediate access;
- 7.10 Members must ensure that Residents and Visitors do not pose a safety threat to themselves or to any other person or driver at the Estate;
- 7.11 Report any suspicious people, items, activities or circumstances, as well as lost items found in and on the Estate to any of the Trustees.

8. LETTING AND RESALE OF PROPERTIES

- 8.1 Estate agents must operate on a "by appointment" basis. They may only erect "show house" boards during weekends and only with the prior consent of the Committee. They must personally accompany prospective buyers or tenants onto the Member's Property;
- 8.2 It is further provided that consent will only be given if all levies and any other amounts owing to the ASSOCIATION of the land unit or property is paid up to date;
- 8.3 The Member or Agent, who is letting or selling a property, is obliged to supply the purchaser or tenant with a copy of the Constitution and the House Rules of the Association;

9. CONDUCT AT DIEPKLOOF

- 9.1 Neither the Association nor the Committee or Trustees in their individual capacity are responsible or liable for any injury or loss incurred at the Estate;
- 9.2 No person shall do anything or cause anything to be done which constitutes unacceptable behavior or which may affect good order at the Estate;
- 9.3 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons and all undue noise must cease between 23H00 and 07H00:
 - 9.3.1 Normal working hours is between 7am and 7pm, seven days per week, however below activities are prohibited after 13h00 on the following days: New Year's Day, Easter, Christmas and Family Day;
 - 9.3.2 All building work, whether undertaken by a contractor or by a Member, must be done during normal working hours as per par 9.3.1, unless written approval for an exception is given by the Committee;
 - 9.3.3 All vehicles, but particularly motorcycles, must have efficient silencer systems;
- 9.4 Whenever the Committee receives a written complaint from a resident, relating to the behavior of any persons at the Estate, the Committee shall investigate appropriately and take any steps required within the scope of the House Rules and the Constitution. The Committee is not prevented by this clause from taking action on its own initiative, if evidence of behavior, which in the opinion of the Committee is unacceptable, should come to its attention from a source other

than a written complaint;

10. COMMERCIAL ACTIVITY

- 10.1 No commercial or business activities are permitted within the Estate;
- 10.2 No door-to-door canvassing or selling is permitted at the Estate.

11. NON-COMPLIANCE WITH THE HOUSE RULES

- 11.1 Any person who contravenes or fails to comply with any provision of the House Rules, or any conditions imposed by, or directives given by the Committee in terms of the House Rules, shall be deemed to have breached the House Rules and will, in the sole discretion of the Committee, be subject to corrective action;
- 11.2 The Member in question shall be held liable in the event of any breach of the House Rules by any Resident and/or Visitor of the Member's Property;
- 11.3 Without detracting from the generality of the foregoing, the Committee may decide to investigate any suspected or alleged breach by any in such reasonable manner, as they shall decide in their sole discretion from time to time;
- 11.4 The Member concerned shall be invited to attend a Committee Meeting and such Member shall be given the opportunity to state its case in answer to the alleged breach of the relevant House Rule;
- 11.5 The Committee may also, in its sole discretion and without having to comply with the process as set out above, refer any matter relating to the breach of House Rules to its attorneys in order to deal therewith as it deems fit and in order, to institute corrective action against the Member. The Member shall be liable for all fees and disbursements costs incurred by the Committee, in respect of fees payable to its attorneys, on an attorney and own client scale.

12. OUTSTANDING LEVIES AND INTEREST

- 12.1 Levies payable by a Member in terms of the Constitution, or otherwise, shall be payable monthly in advance on or before the first day of each month;
- 12.2 Special levies, if any, as determined by the Committee from time to time, shall be payable on demand;
- 12.3 Should any Member fail and or refuse to make payment of any levies due to the Association on the due date, interest shall be payable on such outstanding levies at a rate of Prime plus 5% per annum, calculated from the due date to the date of payment;
- 12.4 Should any Member fail and or refuse to make payment of any levies or moneys due to the Association, the matter will be referred to the Association's attorneys in order to issue a letter of demand. The Member shall be liable for all fees and disbursements costs incurred by the Committee, in respect of fees payable to its attorneys, as well as collection costs, on an attorney and own client scale.

13. AESTHETICS

The Estate has been designed with a specific aesthetic look and feel and it is the responsibility of the Committee to make sure that all buildings, ornaments, items, landscaping, coloring, etc. fits into the existing **Architectural Development Guideline** of the Estate. The Committee, at their own discretion, can take the necessary steps and set the standard, to realize this objective and enforce these rules.

