

STANHAVEN

Situated on erf 1794, Stanford, Western Cape

General Rules

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1. Introduction

Stanhaven is a gated development of some 90 individually owned properties that comprise the Stanhaven Home Owners' Association (HOA). Stanhaven provides its residents the opportunity for a relaxed, country lifestyle where neighbours live harmoniously side by side in a beautiful setting with stunning views. House designs are based on Cape Vernacular architecture.

It is incumbent on any home owners' association to have rules in support of its constitution and for the common good of its members in the longer-term. These General Rules (GR) provide guidance with respect to living and, where permitted, working in Stanhaven. The rules are not meant to compromise any existing or developing spirit of camaraderie and good neighbourliness.

These rules are intended to assist the HOA/trustees in dealing with potential problems. While many of the issues outlined in the following rules may never materialise, it is important for the HOA to have available both now, as well as at any future time, a fall-back reference document that members have agreed to abide by, on matters such as property maintenance, pets, contractors' compliance, visitors, service providers etc., rather than managing issues that arise on an *ad hoc* basis.

The design and landscape guidelines (DLG) is a set of two separate documents that were drawn up at the inception of the development (then Sunrise Village) but have subsequently been revised and amended.

Acceptance of the DLG documents is integral to any purchase agreement and adherence to the DLG provisions is necessary to maintain the integrity and character of Stanhaven's built and natural environment. In this way, both a relaxed lifestyle and property values are protected.

The DLG falls under the umbrella of the Stanhaven constitution (SC) of the Stanhaven Homeowners' Association (HOA).

This document – entitled General Rules (GR) – supports the SC and the DLG by expanding and clarifying certain aspects of communal living. The GR may be considered as an annexure to the SC.

In summary, the SC, GR and DLG are all binding on the owners and residents of Stanhaven, their family members, tenants, employees, guests, visitors, clients, contractors and service providers.

2. Definitions

Unless stated otherwise, the words and expressions as defined in the Stanhaven constitution (SC) share the same meaning as the GR.

2.1. "Applicable laws" means all laws, by-laws, ordinances and regulations of the Republic of South Africa, whether national, provincial and/or local, including but not limited to: National Building Regulations and Building Standards Act 103 of 1977 (as amended); the Western Cape Land Use Planning Act, 2014; the Community Schemes Ombud Service Act 9 of 2011 (CSOSA) and any future legislation that may pertain to home owners' associations;

2.2. "Building" means every building already constructed or to be constructed on a property within the estate;

2.3. "Chairperson" means the person elected annually by the trustees in terms of the SC;

2.4. "Common or public areas" are those portions of Stanhaven that are intended and identified by the developer as common or public areas; these are to be held and maintained by the HOA for the benefit of members and include communal roads, walkways, open areas, pump house, water reticulation system, recreation facilities, security systems/perimeter walls, entrance, refuse collection point etc.;

2.5. "Common services" include all bulk services, including water, sewage, electricity, storm-water drainage, refuse removal, telecommunications, firefighting, security, and all other such utilities and amenities serving the common areas and privately owned properties;

2.6. "Constitution" means the Stanhaven constitution (SC) unless otherwise indicated;

2.7. "Deed of sale" and "deed of transfer" mean the respective documents that relate to the purchase of a property within Stanhaven – the agreement of sale/purchase and subsequent formal transfer documents registered with the Deeds Registry of the Republic of South Africa;

2.8. "Design guidelines" means the official design and building guidelines approved by the HOA to which strict adherence is required, and in this document is referenced together with the landscape guidelines as DLG;

2.9. "DRC" means the design review committee appointed by the HOA and assisted by a SACAP-registered architect (PrArch);

2.10. "GR" means the set of General Rules, inclusive of any separate documents issued or which may be issued by the HOA from time-to-time, for facilitating, regulating and managing any aspect of Stanhaven's day-to-day activities in compliance with the SC. Such documents include but are not limited to:

- The Design and landscaping rules (DLG);

2.11. "HOA" means the Stanhaven Home Owners' Association;

2.12. "MA" means managing agent (as appointed at AGM) some of whose duties may be delegated to a caretaker or estate manager;

2.13. "NBR" means National Building Regulations and Building Standards Act 103 of 1977 (as amended);

2.14. "Member and/or owner" may be used interchangeably and means all persons or juristic persons who are registered owners of a property in Stanhaven, held under a registered deed of transfer following a deed of sale;

2.15. "Property" means a residential erf, whether vacant, built or partly built and held by an owner through a deed of transfer;

2.16. "Resident/occupant/tenant" may be used interchangeably and means anybody owning, renting, occupying or using a property in Stanhaven for any reason whatsoever, whether the owner, a family member, tenant, resident employee, visitor, paying or non-paying guest etc.;

2.17. "SACAP" means the South African Council for the Architectural Profession;

2.18. "SAPS" means the South African Police Services;

2.19. "Speed limit" means the speed limit within Stanhaven which is defined as twenty five (25) kilometres per hour;

2.20. "Stanhaven" and "SH" means the development by that name situated on erf 1794, Stanford, Western Cape within the jurisdiction of the Overstrand municipality;

2.21. "Trustees" means the HOA members elected at each annual general meeting (AGM) as trustees, with the authority and obligations to manage Stanhaven on a day-to-day basis in compliance with the SC, GC, DLG and any other regulations that are approved from time-to-time;

2.22. "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency;

2.23. "Working hours" means the following:

Weekdays: 07:00 to 17:00;

Saturdays: 08:00 to 13:00;

Sundays and public holidays are not considered working days.

3. Interpretation

Unless the context clearly indicates a contrary intention, then:

3.1. The singular shall include the plural and vice versa;

3.2. A reference to any gender shall include all other genders;

3.3. Reference to natural persons includes legal entities and vice versa;

3.4. When any number of days is prescribed herein, it refers to calendar days and shall be reckoned inclusive of the first and last day;

3.5. Where figures are referred to in words and in numerals, and if there is any conflict between the two, the words shall prevail;

3.6. If any provision of the GR is in conflict or inconsistent with the SC or any applicable law, the invalidity of such provision shall not affect the validity of the remainder of the GR or any of the related documents;

3.7. If any provision in a definition in the GR is a substantive provision conferring rights or imposing obligations on any of the members, then, notwithstanding that it is only in the definitions (refer rule 2.) section of the GR, effect shall be given to it as if it were a substantive provision in the body of the GR;

3.8. The amendment of any rule in the GR is at the discretion of the HOA and should not be considered as a precedent. The relaxation of any rule in this document is at the discretion of the trustees and such relaxation should not be considered as a precedent, nor will such relaxation invalidate the rule, nor the remainder of the rules contained herein, nor the rules in any other related document.

4. Legal status and members' responsibilities

4.1. Every purchaser becomes the owner on transfer of said property and as such automatically becomes a member of the HOA and is subject to the SC, and all annexures and related documentation including the DLG and GR. A member cannot resign from the HOA while he owns property in SH;

4.2. The GR is binding upon all members and residents, as is any legal decision taken, or any ruling made by the trustees in interpreting the SC and/or any related documentation. However, members and residents always have the right to appeal the trustees' decisions and rulings as provided for under law;

4.3. Owners are responsible for ensuring that all family members, tenants, employees, guests, visitors, clients, contractors and service providers allowed to access SH are made aware of and comply with the GR and any other relevant legislation either existing or as amended or added from time-to-time. This compliance responsibility cannot be transferred or renounced by the owner while a member of the HOA;

4.4. Any breach of the GR shall be deemed to have been committed by the member. However, and without prejudice to the foregoing, the HOA/trustees may take, or cause to be taken, such steps against the person committing the breach as they decide is appropriate;

4.5. For the purposes of receiving any notice or process (other than by email) to be delivered in terms of the GR:

4.5.1. an owner residing in SH chooses the street address of his SH property as his *domicilium citandi et executandi*. Documents delivered by hand to such property will be deemed to have been received on the date of delivery thereof;

4.5.2. an owner not residing in SH chooses the street address provided to the managing agent as his *domicilium citandi et executandi*. It remains the responsibility of the member to provide contact/address details and to update these as and when they change. Documents delivered by hand to such address will be deemed to have been received on the date of delivery thereof.

5. Limitation of an owner's property rights

Ownership of property is a complete and comprehensive right but under South African law a property owner's rights are not absolute. This means that an owner's entitlements towards his property are limited by various other laws to ensure that other parties are not burdened or prejudiced by the actions or omissions of an owner, regardless of whether said property is within a development, sectional title scheme, gated estate or security estate.

Examples where an owner might need to take cognisance of other laws, and where there is usually legal precedent, include building encroachment, plant encroachment, root damage, interference with the natural flow of water, dangerous acts such as storing explosives, flammable liquids and keeping dangerous pets.

Simply put, owners are expected to use their property with the interests of the community in mind.

6. Management and administration

6.1. The management and administration of SH is the responsibility of the SH trustees, appointed by the HOA in terms of the SC at the AGM, who from among themselves should elect a chairperson;

6.2. The trustees are empowered to delegate certain of their managerial powers to an independent managing agent (MA) who shall be appointed at an AGM;

6.3. The appointed MA will collect levies and all other charges on behalf of the HOA from its members/residents. All levies and charges are due and payable in advance by the date stipulated on the account, which shall be emailed to members at the email address provided. Members are responsible for advising the HOA/MA of any changes to the email address or other contact details;

Levies represent the main revenue source for the upkeep of common areas and are mandatory. Failure to pay levies by the due date may result in penalties and interest being charged to the account of the defaulting member/resident:

6.4. Levy payments and other charges are payable by the date stipulated on the account, which is usually fourteen (14) days from the date of invoice;

6.4.1. An arrears penalty will be applied monthly on all balances outstanding beyond sixty calendar days from the date stipulated on the account, unless a written arrangement has been made with the HOA for a special payment plan (R150.00 per property as at July 2021);

6.4.2. Interest at the applicable annual prime interest rate of the HOA's bank plus three percent (3%) may be raised by the HOA on all arrear accounts, including unpaid penalties and any other charges for which an owner is liable in terms of the SC;

6.4.3. The HOA may resolve to hand over any account that is overdue for a period exceeding ninety (90) days to the HOA-appointed attorneys and/or collection agents for recovery. All costs and expenses incurred by the HOA shall be recoverable from the member/resident whose account has been handed over.

7. HOA objectives and powers

The HOA objectives and powers are for practical reasons delegated to the trustees, although broad consultation with the HOA is encouraged whenever and wherever possible, particularly on sensitive or contentious issues.

The trustees are appointed, on behalf of the HOA, to deal with all matters affecting SH and to perform the following tasks in an *impartial* manner with the aim of promoting, advancing and protecting the interests of the members generally, and without any self-interest.

The HOA/trustees powers/objectives include, but are not limited, to:

7.1. Reviewing, with a view to approval, building plans for new dwellings as well as additions and/or alterations to existing buildings in order to ensure compliance with the DLG prior to municipal submission. This function is delegated to the DRC which includes the SACAP-registered architect appointed at the preceding AGM;

7.1.2. Ensuring construction and/or site activity does not begin before municipal approval of the plans is granted and all the requirements of the relevant subclauses of rule 20 have been met;

7.2. Administering and monitoring the processes that bind the member and thereby the builder to only building what has been approved by the HOA and municipality; noting that any deviations need to be reapplied for as defined in rule 7.4.1. below. The process will include *inter alia*, ensuring that:

7.2.1. the member (individual, legal entity, trustee of a trust, or company) and the builder agree in writing to abide by the HOA- and municipal-approved plans;

7.2.2. the building site is properly managed during the build and that the requirements of the documents listed under rule 2.10. are followed;

7.2.3. new builds: on submission of building plans to the HOA/trustees for approval, the following amounts, as determined by the HOA/trustees from time-to-time, are immediately payable:

7.2.3.1. a building deposit as determined by the HOA/trustees from time-to-time (R20,000 for new builds at July 2021) is paid into the HOA account which amount is only refunded (without interest) once all completion requirements have been met and the building has been approved by the building inspector and the HOA/trustees and a Certificate of Occupancy from the municipality has been provided to the HOA/trustees;

7.2.3.2. if deemed necessary by the trustees, a non-refundable HOA inspection fee to cover the cost of regular inspections for compliance with the DLG is paid into the HOA account;

7.2.4. alterations and additions: on submission of plans to the HOA/trustees for approval to alter or add to an existing dwelling, a deposit as determined by the HOA/trustees from time-to-time (R10,000 at July 2021) is immediately payable and which amount is only refunded (without interest) once all completion requirements have been met and are approved by the building inspector and the HOA/trustees and an updated Certificate of Occupancy from the municipality has been provided to the HOA/trustees;

7.2.4.1. if deemed necessary by the trustees, a non-refundable HOA inspection fee to cover the cost of regular inspections for compliance with the DLG is paid into the HOA account;

7.3. Where there is non-compliance, the trustees have the authority to halt any such activity or related activity without prejudice to the HOA and the members; and any further non-compliance may be reported to the municipality or relevant authority for appropriate action;

7.4. The HOA/trustees must further ensure that:

7.4.1. any requested deviations from the approved plans remain in compliance with the DLG before being approved by the DRC and that municipal approval for the deviations is obtained;

7.4.2. site activity begins only after the municipality approves the plans and the requirements of all relevant subclauses of rule 20 have been met;

7.4.3. all buildings, including the external facades, roofs and gardens are properly maintained, which maintenance is to be carried out by and at the expense of the owner, including vacant plots which, notwithstanding the twice yearly clearing by the HOA at the expense of the owner, should be kept neat and tidy by the owner in between the mowings;

7.4.4. all roads, buildings in and landscaping of the common areas, all facilities, services and amenities located in such areas are maintained, which maintenance is to be carried out by and at the expense of the HOA (unless determined otherwise e.g. damage by a resident);

7.4.5. all common services (including water supply, storm water control, sewage, refuse removal, roads, pavements, drain covers, drains, electrical and security systems) are maintained;

7.4.6. the day-to-day affairs of SH are managed as efficiently, effectively and economically as possible, all within the constraints of the HOA annual budget and report on the same to members as necessary and at the AGM;

7.4.7. the HOA finances/expenses are monitored and scrutinised and the necessary audit and other functions are performed as and when required;

7.4.8. they communicate with members in a regular, transparent and unambiguous manner and ensure that social media platforms are not abused;

7.4.9. adequate security measures and systems for controlled access to SH are implemented and maintained.

8. Ancillary powers

The trustees have the following ancillary powers to:

8.1. Enter into service agreements with the local authority or any other authority or service provider;

8.2. Ensure the proper and safe use of common property/areas to the benefit of all members and residents;

8.3. Manage the use of any recreational facilities;

8.4. Uphold the SC; determine the amount for deposits, inspection fees and fines; enforce all applicable rules under the SC; where necessary engage in dialogue with members to modify, amend, add to or delete the applicable rules (or part thereof) as becomes necessary from time-to-time.

8.5. Review applications for waivers; building outside of working hours; applications to run businesses; other special permissions.

9. Non-compliance with the GR

If any member or resident has a complaint regarding non-compliance with the GR (or any of the SH rule documents) by another member or resident, the first step is for the parties involved to try to resolve the matter amicably by exercising tolerance and mutual respect.

If the issue cannot be thus resolved, the matter may – via the HOA hub on the SH website – be brought to the attention of the trustees for their consideration. However the trustees are not obliged to intervene, investigate or arbitrate in matters between members/residents.

If the trustees resolve not to act (for which they do not have to give reasons), they will inform the parties accordingly, and the parties will then need to resolve the complaint/dispute themselves in an appropriate and civil manner and guided by the provisions of the GR.

No party or resident shall have any claim of whatsoever nature against the HOA or its trustees for a decision not to intervene/arbitrate, nor for any decision taken by them in any matter that is based on an interpretation of the GR and/or SC.

If the trustees decide to act, the trustees' resolution will be based on the GR and the SC and DLG as necessary. The trustees' ruling shall be final and binding on the parties involved. Any matter between members/residents – whether referred to the trustees or not – must remain confidential and must not be raised publicly, including on social media groups.

To ensure adherence to and compliance with the GR and associated rules, the trustees shall have the right to take such action against a member/resident as they consider appropriate, including but not limited to:

9.1. Giving notice to the member/resident concerned requiring him to remedy the breach or see to it that such breach is remedied within a specified time that they consider to be reasonable and/or;

9.2. Taking or causing to be taken such steps as they consider necessary to remedy the non-compliance with or breach of any rule of which a member is found to be guilty. The cost of so doing shall, if applicable, be debited to the monthly levy account of the member/resident in breach. The amount shall then be deemed to be a debt owing by the member/resident concerned to the HOA and/or;

9.2.1. Taking any other action considered necessary and/or appropriate, which action may include the imposition of a penalty;

9.3. Notwithstanding the foregoing, the trustees are entitled to enforce the provisions of any of the GR (or associated rules) by proceedings in a court of competent jurisdiction and for this purpose the trustees shall appoint such attorneys and counsel as they deem fit;

9.4. The trustees instructions and/or rulings on any matter that falls within the ambit of the SC, the GR and the DLG shall be final and binding on the member/resident, but a member/resident always has the right to appeal under the applicable laws.

10. Notices

Notices from the trustees/MA for any breaches of the GR or associated rules are to be given to members, the aim being to ensure compliance with the GR and to prevent further breaches. The procedure to be followed will involve a first notice by email and, if applicable, a reasonable period of time will be allowed to rectify the breach. If the defaulting member does not comply the trustees will, depending on the nature of the breach, decide to implement a fine or fines together with the second emailed notice. Failure by the member/resident to address the breach might result in further penalties or legal action.

The procedure outlined above shall also apply for any warnings or notifications deemed necessary by the HOA/trustees to a member or members.

A member/resident shall not ignore or refuse receipt and/or delivery of any written notices/emails from the trustees/MA. Any refusal or failure to open the email will result in the placement of the notice on the gate and/or front door of the member's/resident's residence and it will be regarded and accepted to be sufficient service of such notices and that the member/resident has received the same. Members who are not resident in SH will receive such notices at the *domicilium citandi et executandi* on record with the HOA. It is the member's responsibility to update all contact details as they change.

11. Fines and penalties

The trustees are responsible for setting fines and penalties from time-to-time as considered appropriate for penalising members who wilfully or repeatedly transgress or breach the GR and associated rules, damage common/private property or ignore road/traffic signs.

The various penalties and fines in respect of first, second or repeated transgressions are at the trustees' discretion and taking the following into account:

11.1. If the transgressor of any rule is a family member, tenant, employee, guest, visitor, client, contractor or service provider (i.e. anybody for whom the member assumes responsibility), that member will be ultimately liable for payment of the fines or penalties;

11.2. Any fine or penalty imposed on a member/resident in terms of the GR or associated rules shall be a debt due and payable to the HOA by the member within fourteen (14) days of being issued with such fine or penalty;

11.3. Any monies received from a member in payment of his normal HOA monthly account will first be offset against any unpaid fines/penalties and interest.

In summary, the following procedural steps will be taken against residents that do not abide by the GR:

(a) Written warning for first offence (in certain circumstances a fine may be added);

(b) Written warning plus the applicable second offence fine/penalty;

(c) At the trustees' discretion: a further written warning plus the applicable 'repeated offence' fine/penalty and/or an invitation to attend a trustee meeting convened for the purpose; and/or legal action (at the cost of the member/resident involved).

12. Appeals and complaints

12.1. Any appeal or dispute of the facts relating to a notice of breach served, or a fine/penalty imposed by the trustees on a member/resident, may be appealed in a written representation addressed to the trustees. The appeal will be dealt with at the trustees' first meeting after receiving such written representation. The trustees' decision will be final;

12.2. Members/residents have the right to appeal in terms of section 38(1) and 54(1)(d) of the Community Schemes Ombud Service Act 9 of 2011 (CSOSA). To lodge an appeal in terms of CSOSA, members must refer to the CSOSA Act itself and follow the prescribed process as contained therein.

13. Estate agents: accreditation and services

The HOA recognises the importance and value of estate agents in assisting owners with buying, selling or leasing property and in promoting SH as a prime development.

13.1. Should an owner sell/lease/rent his property, an estate agent registered with the Estate Agency Affairs Board should be used to manage the transaction. If the sale/lease is arranged privately, the owner will comply *mutatis mutandis* with the conditions that are applicable and as set out for estate agents;

13.2. An agent or the owner must escort a prospective buyer/renter when entering SH and viewing properties;

13.3. The member must provide the agent with a copy of the GR, DLG, SC and any other documents applicable at the time to potential purchasers and lessees. The member must further ensure that the agent makes these documents available to potential purchasers/lessees.

The documents can be obtained from the MA or by logging into the HOA hub on the SH website – www.stanhaven.co.za

13.3.1. notwithstanding the agent's role in concluding a sale or a lease, it remains the owner's responsibility to ensure that the purchaser or lessee is fully informed of all the SH rules and requirements and particularly those outlined in rules 14, 15, 16, 17 and 20.

13.4. Show houses are permitted;

13.5. Estate agency boards are permitted as follows:

13.5.1. 'For Sale' and 'To Let' signs are permitted on the outside of SH as directed by the HOA/MA (one board per agency);

13.5.2. 'For Sale', 'Sold' or 'To Let' signs are permitted within the estate on the relevant erf as directed by the HOA/MA (one board per agency);

13.6. Agents may not approach owners on a door-to-door basis to solicit properties to sell or rent.

14. Leasing property

The HOA recognises that residents have the right to rent or lease property, which is permitted subject to the following conditions:

14.1. Long-term rentals (more than three months) are permitted provided the HOA is notified prior to the commencement of the lease and provided the tenant is made aware of the GR, the DLG and the SC and agrees to abide by these and all other relevant rules;

14.2. Short term (less than three months) multiple rentals on an ongoing 'rolling' basis are not permitted unless prior HOA permission has been granted. Reasons must be provided for any short term rentals of less than three months.

14.3. Letting of rooms and houses without a formal contract between lessor and lessee and broadly understood as the provision of bed-and-breakfast-type accommodation is dealt with under rule 34. Commercial activities.

15. Clearance certificates

A clearance certificate, issued by the MA on behalf of the HOA, is required before the sale agreement for any property is submitted to the transfer attorney.

15.1. An owner must make a formal application for the clearance certificate and such application must be accompanied by a copy of the sale agreement.

The clearance certificate will only be issued provided the following conditions have been met and the relevant documents have been provided to the MA as required:

15.1.1. the owner is not in arrears with his levies and has paid any other charges owing to the HOA including but not limited to fines and penalties and interest;

15.1.2. any non-compliances with the DLG where a trustee/HOA waiver has not been granted have been rectified;

15.1.3. the MA/HOA is in possession of the municipal approved plans for the existing dwelling as well as the Certificate of Occupancy relating to such plans;

15.1.4. written confirmation signed by the buyer stating that the seller has provided him with a copy of the SC, the DLG, the GR and all annexures and other documents applicable at the time, and that the buyer has read, understood and accepted that all these are binding on him.

16. Required sale agreement clauses

The seller of a SH property must ensure that the sale agreement contains the following clauses to cover non-negotiable matters:

16.1. "The purchaser acknowledges that he/she/they accept/s and agree/s that he/she/they shall, upon registration of the property into his/her/their name, automatically become a member of the Stanhaven Home Owners' Association (HOA) and as such shall be subject to the HOA's Constitution, Design and Landscape Guidelines, General Rules and any other applicable annexures and regulations as may be added or amended from time-to-time";

16.2. The seller shall ensure that, in addition to any other conditions of title, the following conditions of title are inserted in the deed of transfer, in terms of which the purchaser takes title to the property:

"Subject further to any conditions laid down by the transferor in favour of the Stanhaven Home Owners' Association, the transferee, his heirs, executors and successors in title automatically become members of the Stanhaven Home Owners' Association from the date of registration of the property into their name, and as such shall be subject to the Constitution of the Stanhaven Home Owners' Association, the Design and Landscape Guidelines, the General Rules and any other applicable annexures and regulations as may be added or amended from time-to-time".

17. Lease agreement requirements

17.1. Should any owner let his property (refer rule 14) he (or his agent) shall advise the HOA in writing in advance of the intended occupation by a lessee. The owner shall also supply the HOA with the name and other personal information (e.g. ID number, contact numbers, etc.) pertaining to the lessee, as well as the period of the lease and the number of occupants, which must be in accordance with rule 18;

17.2. The owner must ensure that the lessee receives a copy/copies of these GR and any other administrative regulations applicable at the time, and contractually binds the lessee to such GR and regulations in the lease agreement. In other words, the owner must ensure that tenants abide by all the GR, regulations and requirements of the HOA;

17.3. Discreet advertising in appropriate, fit-for-purpose, reputable forums where houses and properties are offered for sale or rent is permitted;

17.4. A tenant (or his agent) shall not, without the prior consent of the HOA/MA, sub-let or part with occupation or control of any property occupied by him in accordance with the provisions of rule 17. or any part thereof. Any tenant who intends to request the HOA/MA for written consent to sub-let the property shall furnish:

17.4.1. the HOA/MA with the owner's written approval for sub-letting the property;

17.4.2. his sub-tenant with a copy of these GR and any other applicable rules;

17.4.3. the HOA/MA with the relevant signed sub-lease which shall be for a minimum period of three months and which shall contain a clause in terms of which the sub-tenant acknowledges and agrees that:

"These GR and any other applicable rules are binding upon him and are enforceable against him by the HOA";

17.5. A member is required to ensure that the occupant of his property, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of these GR and any other applicable rules;

17.6. Without detracting from the foregoing, the member shall remain bound by these GR, notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling all his obligations under the GR and SC.

18. Occupancy: numbers

18.1. Occupancy restrictions are based on the accepted norm of two persons per bedroom in any one dwelling;

18.2. Short-term exceptions are permitted over holiday periods.

19. Occupancy: general

19.1. Notwithstanding any of the SH occupancy and use rules, the onus is on members to ensure that their activities, whether these be work related or letting to guests/tenants on a paid or unpaid basis are compliant with those of the local authority:

19.1.1. where there is a difference and they are more onerous, the rules of the country, including local authority rules, override HOA rules;

19.2. Properties may not be used for any unlawful activity or for any purpose that could negatively affect the reputation of SH;

19.3. Members/residents shall ensure their visitors adhere to all security protocols and are responsible for the visitor's access to and egress from SH;

19.4. Access to SH may be denied to non-resident family members, employees, guests, visitors, clients, contractors, service providers, tenants and others for whom the owner/resident is responsible, should they repeatedly transgress the GR and/or any other SH regulations;

19.5. Any member/resident providing access to a tenant or any other person for any reason and for whatever period of time is responsible for requesting the cancellation of access privileges at the appropriate time.

20. Building and plans

20.1. All building projects are submitted to the HOA/DRC for approval, and are subject to the current DLG. In the event of a property sale, it is the owner's responsibility to ensure his buyer has been provided with the latest copy of the applicable documentation before the buyer signs the offer to purchase an erf;

20.1.1. construction and/or site preparation for any building or structure or any additions or alterations or any construction works of whatsoever nature may not begin without the prior submission of the plans to the HOA/DRC for its review and stamped/signed approval, as well as formal municipal approval;

20.1.2. submission of any plans to the HOA/DRC for approval must be accompanied by the payments and/or deposits required in terms of rules 7.2.3 and its subclauses and rule 7.2.4. (as applicable);

20.2 After an owner's plans have received municipal approval, an electronic copy of the plans showing the municipal stamp/signature must be provided to the HOA/MA before any work is allowed to begin on site;

20.3. Activity may not begin on the site until the following items have been provided in writing by the owner to the HOA/MA:

20.3.1. details of the builders/contractors who will be undertaking the work;

20.3.1.1. unless an owner-builder, the builder must be registered with the National Home Builders Registration Council and his registration number must be provided with the details referred to in rule 20.3.1.;

20.3.1.2. an owner builder must apply for and provide proof of the exemption granted by the National Home Builders Registration Council from the Housing Consumer Protection Measures Act;

20.3.2. details of the suitably qualified professional who will be taking responsibility for ensuring that the building work is completed according to the officially approved plans;

20.3.3. draft work programme with start and completion dates;

20.3.4. confirmation that all contractors, builders, and other major suppliers have been provided with the DLG and the relevant access and behaviour rules and have furthermore signed the forms undertaking and agreeing to abide by such rules which include working according to the officially approved plans and the relevant GR;

20.4. The owner is solely responsible for ensuring that the person appointed in terms of rule 20.3.2. checks the work at regular intervals during construction to ensure that the building and related work conforms to the officially approved plans, the municipal bylaws and the National Building Regulations (NBR). These bylaws are obtainable from the Overstrand municipality and the NBR at www.gov.za;

20.4.1. the owner understands that any inspections mandated by the HOA (rules 7.2.3.2. and 7.2.4.1.) are related to compliance with the DLG and do not in any way replace any other inspections that are required in terms of the municipal and NHBRC rules, regulations and by-laws:

20.5. On completion of the project, the person appointed in terms of rule 20.3.2. is to provide the necessary certification that the work has been completed according to the approved plans and the applicable regulations. The owner is to obtain the required Certificate of Occupancy from the municipality and provide this to the HOA/MA before taking occupation of the house. Access to SH may be refused until these regulatory requirements are met;

20.6. Plans are to be prepared by a person registered with the South African Council for the Architectural Profession (SACAP) in one of the appropriate categories, and it is recommended that the services of either a Professional Architect or a Professional Senior Architectural Technologist are used. A SACAP-registered professional will have access to the municipal regulations and the NBR, and should be able provide the required services both to prepare plans and attend to the necessary inspections to ensure that the building is built according to the approved plans and DLG, the municipal by-laws and the NBR;

20.7. Notwithstanding the provisions of the NBR or the local authority, builders, subcontractors and service providers (including any contractors employed by an owner builder or resident) will only be given access to SH to work on building sites during working hours (refer rule 2.23.). All activity must be conducted within the normally accepted noise levels for the relevant activity or profession:

20.7.1. Building activity, including renovations, improvements, alterations, additions and other building-related projects will only be allowed outside of working hours provided that:

20.7.1.1. permission has been obtained by an application to the MA/trustees two working days in advance of the proposed work;

20.7.1.2. any such application must provide details of the day/s and time/s of the proposed work, the nature of the work itself as well as the reason/s for working outside of normal working hours;

20.7.1.3. the work being undertaken shall not generate noise of any kind unless this has been agreed in advance as part of the application. Such noise includes noise created by equipment/other building activity and the noise generated by the workers themselves;

20.7.1.3.1. the restriction on building noise outside of working hours may be waived if the work is considered to be emergency maintenance which if not carried out would result in unnecessary damage to the building structure or its interior;

20.7.1.4. the owner or resident is responsible for providing access to SH outside of working hours;

20.7.1.5. the trustees reserve the right to refuse permission for any request to work outside of working hours, although such permission shall not be unreasonably withheld;

20.8. The purpose of the DLG is to encourage individual creativity within certain parameters of Cape Vernacular design (designs, materials, finishes, profiles) to ensure a synchronicity in the overall appearance of SH;

20.9. A timeframe of eighteen (18) months from the breaking of ground is allowed for the completion of any building project;

20.10. It is ultimately the owner's responsibility to ensure that all builders/contractors/service providers comply with the GR, DLG, municipal by-laws and NBR, as well as any other relevant guidelines and health protocols.

21. Refuse, recycling and waste

21.1. The refuse/recycling drop and collection point is a purpose-built area next to the main entrance (as at July 2021). Household waste must never be left on driveways, front gardens, curbs and the road irrespective of whether in bags or bins unless an instruction to the contrary is issued by the HOA in which case the revised instructions will apply;

21.2. Refuse and recycling is collected weekly by the local municipality;

21.2.1. the timetable for domestic refuse and recycling removal, as published from time-to-time by the local municipality, will apply;

21.3. Refuse and recycling must be placed inside and not on top of or next to the refuse bins provided. It is the responsibility of members to ensure that the refuse drop and collection site is kept neat and tidy. The municipality does not collect inside the estate (July 2021) but should the arrangements change subsequent to the issuance of these rules, the revised instructions issued by the HOA/MA at that time must be followed;

21.4. General garden waste may not be placed on any curb or sidewalk for more than 24 hours. The removal and disposal of such waste is the responsibility of residents and at their own expense;

21.5. Any collecting agent employed by residents to remove waste must be registered with the HOA as a contractor and all access and security control protocols must be observed;

21.6. Garden waste, building rubble/other types of waste may not be dumped on empty stands or on any common property in SH unless by arrangement with the owner and the HOA;

21.7. Fire remains a significant risk in the Overberg area. Fires are not permitted to deal with waste of any kind. Residents contravening this regulation shall be fined three times the prevailing monthly levy.

22. Common property (read with rule 30.)

22.1. The HOA is responsible for planting and maintaining trees, plants and shrubs on the curbs or verges and other common areas within SH. In the event of damage to same, or the demise thereof, residents are requested to notify the MA;

22.2. Fires are a constant risk and every effort must be made to prevent these e.g. not discarding cigarette stubs in vegetation. Braaiing in common areas is not permitted without HOA approval. Any resident setting an unauthorised fire in a common area shall be fined three times the prevailing monthly levy;

22.3. Flora and fauna may not be damaged or removed from any common property within SH;

22.3.1. the trapping of birds and animals and the setting of snares is strictly prohibited;

22.3.2. residents are requested to prevent their pets from chasing, stalking or killing the birds and other wildlife within SH;

22.4. Any act that could detrimentally affect the amenities, flora or fauna in SH, or unreasonably interfere with the use and enjoyment of the common area by other residents is not permitted;

22.5. Gardening/landscaping projects on common areas may not be initiated without HOA/MA approval. Residents may not erect any structure, paths, ponds or other features in the common areas without prior consultation with the HOA/MA;

22.6. Residents have the right to use all areas of the common property. Common property should be used in cooperation with others, and be left clean and in the same condition as prior to its use. The use of the common property shall always be at the residents' (and their family members, visitors etc) own risk;

22.7. When using SH's common property, residents must ensure that noise is kept within acceptable levels to avoid disturbing other residents. Objects that are hard and can cause injury should not be thrown, batted or launched. Soft sports balls, Frisbees and other 'safe' items are allowed;

22.8. Any damage to common property shall be repaired by the HOA at the cost of the parties involved, noting that the member is ultimately liable if damage is caused by a third party;

22.9. Drones may not be operated within SH unless for a specific authorised purpose e.g. aerial photography for website, and only then with the permission of, or at the direction of, the HOA/MA;

22.10. Members should exercise care and prevent dogs roaming on vacant plots/common areas. When dogs are outside their home property, they should be accompanied and under control. Erf 2037 (adjacent to entrance) and Erf 1951 (river bank area) are dog-friendly areas where dogs are able to run free.

23. Noise

23.1. All noise, whether human voice, pets, music, machines, instruments must be kept at a level that is not intrusive to other residents – in the event of any noise dispute the Western Cape Noise Control Regulations, 2013 (as amended from time-to-time) shall apply. For information on building noise – refer rule 23.3.;

23.2. Noise should always be reasonable and take neighbours into consideration. All noise must cease at 22h00. Occasional events that create noise and which continue beyond 22h00 are allowed but should be limited to Friday and Saturday nights and noise should reduce significantly at 22h00 and must cease altogether at midnight;

23.3. Builders inevitably cause noise and in a developing estate such as SH the normal noise of construction has to be accepted. Builders (including any owner builder and his contractors), sub-contractors and any related service provider as well as any existing resident doing alterations/additions/improvements/building-related projects shall ensure that the noise levels resulting from their activity/profession/hobby are within the normally accepted limits. Notwithstanding the provisions of the NBR, all noise related to building activity is limited to working hours (refer to rule 2.23.) except in cases of emergency (refer rule 20.7.1.3.1.);

23.3.1. residents in already completed/established homes who undertake building projects, renovations or improvements of any kind, irrespective of whether or not contractors and service providers are used, are bound by the same noise regulations as those that apply to new builds;

23.4. Residents and their staff using tools, power tools and garden equipment (regardless of by whom and for what purpose) are bound by normal noise limits and restricted to working hours (refer rule 2.23);

23.5. Noise from generators, pool pumps, refrigeration/air conditioning units and other similar equipment and devices must be mitigated to ensure noise is reasonable;

23.6. Motorbikes or any other vehicles with noisy exhaust systems are prohibited, and vehicle hooters shall not be sounded within SH unless to warn of danger to persons, birds or animals;

23.7. Fireworks are not permitted within SH. An internal fine of three times the prevailing levy will apply to offenders, irrespective of any action taken by SAPS;

23.8. House alarm systems must have the ability to reset within a reasonable time from the first activation. Alarms should ideally be linked to an alarm monitoring company registered with the HOA/MA.

24. Domestic animals

Domestic animals/pets are welcome in SH although wild and endangered animals are not permitted.

24.1. The keeping of pets is subject to the municipal bylaws;

24.2. A member will be responsible for any damage or injury caused to property, persons and/or other animals within SH by his pets including damage or injury caused by pets or animals belonging to his family members, employees, tenants, guests and visitors.

25. Dams/water channels (water features) and Kleinrivier

The water features and the river are for relaxation and general enjoyment of all residents and must be protected and maintained as such.

The Kleinrivier forms the northern boundary to SH and use thereof is bound by the Water Services Act of 1997 and the National Water Act of 1998; any use of the river, permitted or otherwise, is at the members' or residents' own risk.

The following rules apply so that the water features may be enjoyed by all:

25.1. Persons and domestic animals shall not:

25.1.1. enter the water features;

25.1.2. pollute or permit the pollution of the water features or the Kleinrivier by any substance that may in any manner be injurious to plant, animal or bird life, or that may in any way be unsightly;

25.1.3. discard any litter/item in the water features or Kleinrivier;

25.2. Children are not allowed near the water features or the Kleinrivier without adult supervision. Parents are responsible for supervising their children and members are responsible for informing their guests, visitors and tenants of the existence of the water features and river;

25.3. The HOA/trustees take no responsibility for accidents/injury caused to anyone using the water features or Kleinrivier, including children and domestic animals.

26. Fire prevention and hazardous substances

Explosive materials, any item considered a fire hazard, any item that is a threat to health and safety, any substance that could cause contamination or destruction of any property or part thereof, may not be brought into, or stored within SH.

Open fires and fireworks are strictly prohibited and attract fines. Refer to rules: 21.7., 22.2., 23.7., 30.11., and 31.5.

27. Domestic staff

27.1. Owners assume responsibility for their domestic staff. All staff must be briefed on the GR by the resident employer, particularly with regard to security, parking and access control, and will be subject to these rules:

27.2. Domestic staff who are minding children must obtain police clearance under the Protection of Children Act at the employer's own cost;

27.3. Owners must provide sufficient parking on their property for staff and regular service providers e.g. care givers;

27.4. To control access, residents are required to notify the HOA/MA should the services of any domestic staff member be terminated.

28. Road use

SH roads are for the use of all residents, whether on foot, bicycles, or any other means. People, animals, birds and wild life shall always have the right of way on any road in SH, or in any common area.

28.1. The HOA may, by means of appropriate signage, give direction as to the use of roads in SH. Any person failing to obey the road signs and speed limits shall be liable for a fine;

28.2. Only vehicles that have been cleared to do so by a resident or the HOA may enter SH;

28.3. Residents shall refrain from sharing access privileges, other than with household members, guests or lessees;

28.4. The speed limit in SH is **25 km per hour**. Members, residents and visitors must exercise care when driving on SH roads and must avoid any behaviour that would constitute an offence under the relevant traffic ordinance;

28.5. Parents are responsible for the safety of children who play in the roads or on the pavements of SH. Notwithstanding, motorists must at all times approach children and animals who are on or near the roads with caution;

28.6. Vehicles may only be driven in SH by holders of the appropriate, and valid, driver's licence;

28.7. Only licensed and roadworthy vehicles of the kind permitted on public roads will be allowed on the roads in SH;

28.8. Bicycles have preference over motor vehicles in the use of SH roads. However, cyclists must adhere to all the relevant provincial and national road rules and be mindful and respectful to other users;

28.9. Day guests and visitors of any kind must park their cars in the driveway or on the street verge of the property being visited, provided that traffic flow is not obstructed;

28.10. Permanent parking on verges or in roadway areas is not allowed. For events (e.g. parties) owners are to request guests to park with consideration for the surrounding residents and other road users.

29. Electricity and water supply

29.1. Tampering or interfering in any way with any meter or service connection or service protection device or mains supply is prohibited;

29.2. Only someone suitably qualified and specifically authorised by the HOA shall directly or indirectly connect, attempt to connect or cause to be connected any electrical or water installation or part thereof to the supply mains or service connection;

29.3. Residents shall pay for electricity and water usage using a meter that is dedicated to the property.

30. Curbs and verges (read with Rule 22.)

30.1. Although the HOA is responsible for the maintenance of the common areas and the area between the road and the boundary of each property, owners may, with permission from the HOA, look after the verge by informally incorporating it into their gardens (rule 31.4) provided that the relevant guidelines regarding indigenous planting are followed. HOA permission is always required before trees in such areas are planted or removed;

30.1.1. the verge area may not be fenced off, and any fencing that is erected on the owner's property must comply with the DLG. The original building lines remain intact and are not affected by this informal arrangement;

30.1.2. treatment of the curb area of the entry/driveway must follow the DLG;

30.2. Damage to curb-sides, drain covers, road signs, lamp posts and road markings will be repaired by the HOA at the expense of the offender (or the legal guardians if minors) or the principals of contractors. If the damage is caused by an owner, the amount for such repairs will be added to the monthly HOA account for payment to the HOA at the end of the ensuing month. All other offenders will be required to pay for the damage on demand;

30.3. The need for repairs to curb-sides, drain covers, road signs, lamp posts and road markings must be reported to the MA as soon as possible to enable the necessary repair work to be effected;

30.4. Curbs and verges may not be used for storing sand, top-dressing, gravel, bricks, rubble etc. Should this inadvertently occur, it is the responsibility of the property owner to clear the area within three working days. Household rubbish on curbs is prohibited. Refer to rule 21 for more detail;

30.5. Garden refuse, other rubbish, building rubble, rocks etc. may not be dumped on vacant properties (unless by arrangement with the owner and the HOA) and, if so dumped, will be removed at the cost of the party transgressing and added to the offender's next HOA account;

30.6. Trees or plants may not be removed from common property (including verges) without HOA/MA permission. When trees or plants are interfering with access or causing damage, this permission shall not be unreasonably withheld;

30.7. Trees may not be planted on common property without HOA/MA permission, including where a member/resident has incorporated a verge or pavement into his garden (rules 30.1. and 31.4.) and this permission shall not be unreasonably withheld;

30.7.1. Plants may only be planted on common property with HOA/MA approval, except where an owner has incorporated the verge into his garden and provided the provisions of the DLG are followed e.g. indigenous plants etc.;

30.8. Littering of any kind, whether in the roads or common areas, is strictly prohibited;

30.9. Advertisement/event boards may not be mounted in SH without the prior consent of the HOA/MA. Material exhibited in contravention of this rule will be removed;

30.10. Residents are not permitted to effect any major repairs to any vehicle on roads or any portion of the common property;

30.11. Open fires may not be lit in common areas under any circumstances.

31. Private gardens and vacant properties

31.1. Residents should maintain a high standard of garden frontage e.g. lawns mown regularly, edges trimmed. Paved areas and driveways must be weed-free. Failure to maintain gardens as required could result in remedial action from the HOA/MA at the owner's cost;

31.1.1. notwithstanding the arrangement for the clearing of empty plots twice a year by the HOA, owners of vacant plots are expected to maintain them in a neat and tidy manner year-round;

31.2. Residents shall respect the biodiversity of SH, endeavouring to follow good environmental practices e.g. by planting indigenous, water-wise gardens;

31.3. Noxious and/or invasive flora are not permitted in SH gardens. Residents must ensure that they adhere to the Indigenous Plants and Protection Act, Act 185 of 2000 as amended from time-to-time;

31.4. Residents are urged to keep the verges adjoining their properties in a clean and tidy condition and to refrain from doing anything that may damage or detract from the vegetation established by the HOA;

31.4.1. owners incorporating the verge into the garden in terms of rule 30.1. must comply with the provisions of all subclauses of the rule and rule 31.2. and 31.3.;

31.5. Open fires may not be lit in private gardens. Fires are only allowed in properly constructed braai areas or fire pits that are designed for that purpose and then only under adult supervision;

31.6. Residents are not permitted to effect any major repairs to any vehicle on private property where such activities can be seen from the street or by neighbours.

32. Homes: appearance and maintenance

32.1. All walls of buildings and other structures visible from any road and any neighbouring properties must be properly maintained and kept in a good state of repair;

32.2. Caravans, trailers, boats, canoes, kennels, water tanks and rarely used vehicles etc. should be sited out of view of the streets and neighbours behind appropriate garden gates and/or suitably screened from neighbouring properties so they blend in with the environment;

32.3. Air conditioners and similar equipment/devices are dealt with in the DLG. All such items should blend in with the walls of the building or be white with no noticeable branding. Satellite dishes shall not exceed 90cm (diameter) and must be positioned discreetly. This includes apparatus for internet connectivity;

32.4. A member who fails to maintain the exterior of buildings or structures on his property in keeping with a standard deemed acceptable by the HOA will be requested to rectify the matter;

32.5. Laundry may not be hung or placed to dry in any area that is visible from the road or any other properties;

32.6. Wendy houses, moveable storage units and loose standing covered structures may not be erected on a property. Marquee and bedouin tents are permitted on a temporary basis for special occasions;

32.7. External geysers are not permitted. This includes roof-mounted/solar geysers on the outside of the roof.

33. General good neighbourly conduct

33.1. All residents should recognise each other's right to privacy and peace;

33.2. Consideration must be given to neighbours if do-it-yourself activities and/or hobbies could cause aggravation or nuisance;

33.3. Apart from self-defence purposes – and then only within the relevant laws – firearms, air-rifles, crossbows or similar weapons/devices may not be discharged within SH. Paintball guns and slingshots are not permitted;

33.4. Members and residents shall refrain from doing anything which, in the opinion of the HOA/trustees is dangerous, offensive, unsightly, injurious, objectionable or detrimental or that constitutes a public or private nuisance or a source of disturbance or could cause any damage to any property in SH or any damage to SH's reputation.

33.5. SH is a small community. Members and residents are encouraged to maintain cordial relationships with neighbours and other residents.

34. Commercial activities

The operation of any business on any property within SH is subject to the relevant municipal laws, including the zoning laws, as well as any other applicable laws.

The HOA/trustees is entitled to regulate all commercial activity within SH, including online businesses that could affect others (visits, deliveries, collections, sales) and the provision of paid-for accommodation.

34.1. Applications to run any business in SH must be made to the HOA/trustees. Any approval granted will be subject to the following conditions as well as any other special criteria set by the HOA/trustees in response to the application:

34.1.1. An application to any local or other authority for any trading or similar licence in order to conduct any commercial activity of any nature from any property forming part of SH may only be made by a resident with the prior written consent of the HOA/MA, which consent shall not be unreasonably withheld;

34.1.2. notwithstanding HOA/MA approval, the resident and not the HOA is solely responsible for ensuring he is and remains compliant with all the municipal and other relevant laws and regulations and that all the necessary local authority/regulatory body licences/permits are obtained and renewed;

34.1.3. All applications to conduct any type of business, including paid-for accommodation (for additional rules pertaining to paid-for accommodation, refer rule 34.7.), from premises within SH must be in writing and provide full details. The trustees will deal with the application at their next scheduled meeting. The trustee's decision will be considered final;

34.1.4. Any resident who is a lessee must, prior to applying to the HOA/trustees for approval to run a business from the premises, obtain written permission from the lessor.

34.2. Only businesses where the resident is able to run the business without staff (other than domestic staff) on site will be considered. A resident must ensure that any such employee is aware of and complies with the GR and any other relevant rules and that he does not behave in a way or engage in conduct that could damage SH's reputation;

34.2.1. Any resident operating a business must ensure that he has sufficient parking on his property for his staff, clients, visitors.

34.3. Business/advertising sign boards may not be attached to or placed on any part of any property inside or outside of SH;

34.4. Any approval granted by the HOA/trustees to a resident to operate a business in SH may at any time be withdrawn by the HOA/trustees should the resident not comply with the required provisions of rule 34. and its subclauses and/or any other special preconditions set by the HOA/trustees in the written approval letter in reply to the resident's original application to operate a business in SH;

34.5. All approved businesses shall be subject to all national, provincial and local authority laws, bylaws and regulations as may be applicable from time to time;

34.6. Legal business activity conducted exclusively online and which does not affect other SH residents is allowed. Examples of businesses that might affect other residents include those that involve product viewings, group gatherings, deliveries/collections/distribution to/from/within SH.

34.7. Paid-for accommodation

The trustees acknowledge that residents may wish to earn additional income by renting out a room on what is loosely referred to as a bed-and-breakfast or AirBnB basis. The concept covers accommodation for short periods such as weekends, long weekends and periods of up to two weeks.

Hereafter the term paid-for accommodation is used to describe any paid-for accommodation for a period of no more than two weeks provided by a resident to another party/parties where no formal contract or lease between lessor and lessee is in existence.

A resident may provide paid-for accommodation provided the following conditions are met:

34.7.1. the resident submits an application to the HOA/MA for approval to do so;

34.7.2. the resident obtains any local authority or other regulatory body licence/permit to operate as necessary and provides a copy thereof to the HOA/MA;

34.7.2.1. notwithstanding any permission granted by the HOA/MA, the resident is responsible for ensuring he is not contravening any municipal by-law, ordinance, applicable law/regulation prescribed by local or other authorities;

34.7.3. the property is suitable for purpose;

34.7.4. any advertising is discreet and restricted to fit-for-purpose and recognised platforms;

34.7.5. he has the required insurance for theft, damage, liability as well as the necessary health, fire, safety and security provisions in place;

34.7.6. if the resident is a lessee, he has permission from the owner to conduct such business;

34.7.7. no more than two rooms in any one dwelling are rented out simultaneously;

34.7.7.1. under no circumstances may the house occupancy maximum (rule 18) be exceeded;

34.7.8. adequate off street parking is available; guests may not park their vehicles in the streets or on any common property;

34.7.9. he is a *de facto* resident actually living on the property and therefore present and able to supervise;

34.7.10. he must ensure his guests are aware of and comply with all the applicable GR;

34.7.11. arrangements have been made for access;

34.7.12. any resident who wishes to make any arrangements not already covered with respect to his dwelling including paid-for accommodation for periods longer than two weeks; making an entire house available on a paid-for basis; house swapping; must apply to the HOA/MA with a written motivation;

34.7.12.1. the house occupancy maximum, as set out in rule 18. may not be exceeded and rule 19. relating to General occupancy must also be observed;

34.7.13. guest houses where different rooms are rented to unrelated parties are not permitted under any circumstances;

34.8. Notwithstanding anything contained in these GR, the HOA/MA serves the right to:

34.8.1. revoke the permissions to run any business of any kind should the resident and/or his guests/visitors/clients repeatedly transgress the GR and ignore warnings to abide by the GR.

35. Security

Security is an essential component and objective of living in SH which is a gated estate and not a security estate. However, despite all the current security measures or those that may be implemented in future (e.g. wall/fencing, security access control, guards etc.), these measures can at best be regarded as a deterrent to criminals and do not guarantee an intrusion-free SH.

Residents will always be responsible for their own security and that of their family members, employees, clients, guests or visitors. The HOA accepts no responsibility for any criminal activity which may arise in SH regardless of the nature thereof.

35.1. The SH security measures, procedures and GR must always be strictly adhered to by all residents. However, the effectiveness of SH's security endeavours is only as good as its combined residents' efforts – to be cooperative, vigilant, cautious and work together on an 'eyes and ears' basis;

35.2. Access to SH may be denied to the non-resident family members of an owner, tenants and members of their households, invitees, employees, clients, guests and builders/contractors should any of these persons repeatedly or wilfully transgress the SC, GR, and any other regulations implemented from time-to-time;

35.3. Members/residents and/or their contractors are not allowed to have 'night-watchmen' on their property before, during or after building work has been completed, without prior approval from the HOA/MA;

35.4. Members and residents may not refuse access to their property if any form of maintenance is required on boundary walls/palisade fencing, services (e.g. electrical/plumbing/sewage) or security-related equipment or if a criminal suspect or dangerous animal is suspected to be on the property;

35.5. Members and residents must report to the HOA/MA any damage to boundary walls/palisade fencing or security-related equipment immediately;

35.6. Criminal activity experienced by a resident e.g. fence jumping, burglaries, attempted burglaries, must immediately be reported to the HOA/MA and SAPS;

35.6.1. members/residents must ensure that their employees, guests, builders, contractors and service providers etc. never access the estate by wall or fence jumping, or by any other means other than through the gates provided. Overriding the gate 'eye' to tailgate or to prevent it functioning effectively is not permitted without prior HOA/MA approval or unless HOA-mandated maintenance is being carried out in the immediate area;

35.7. New members and residents must ensure the MA has their correct details (names, address, contact numbers, email address) before taking up residence. Members and residents are responsible for ensuring these details are always current;

35.8. Razor wire and/or any similar fencing may not be used to secure properties during or after the construction of buildings on such property.

36. Alarm systems, armed response, burglar bars and security lights

36.1. Members may install security systems to suit their property provided that these comply with the DLG and all other applicable rules in the GR;

36.2. Burglar alarms must be in a sound working condition and comply with these GR and any regulations that the HOA/MA may make from time-to-time. Sirens must be equipped with an automatic re-set device;

36.3. Outside security lights may be installed, but they must be installed so they do not affect the privacy or comfort of other residents;

36.4. Transparent burglar bars are preferred. Prior written permission from the HOA/MA must be obtained for the installation of any other type of burglar bars to ensure the Cape Vernacular aesthetic is maintained.

37. Access control

37.1. The cell-2-gate system currently in use enables members and residents to access the estate using a cell phone as well as providing access to third-party entry. For safety reasons, members and residents must use any remote access system with extreme caution;

37.1.1. a member/resident is required to wait until he is within sight of the gate before activating entry/exit mechanisms to determine that it is safe. A member/resident must likewise wait for any third party to indicate that he is at the entry/exit gate and it is safe for the member/resident to activate the system;

37.1.2. Tailgating is not permitted;

37.2. Members/residents who share SH access privileges (e.g. cell phone, remote or other, as applicable) with any other party and for whatever reason must advise the HOA/MA and must ensure these privileges are cancelled at the appropriate time.