



## **NEWINBOSCH NEIGHBOURHOOD RULES**

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# NEWINBOSCH NEIGHBOURHOOD RULES AGREEMENT

## 1 OTHER DOCUMENTS

- 1.1 The following documents must be read in conjunction with the Neighbourhood Rules and all these documents are available on the *MyEstateLife* portal:
- 1.1.1 the Constitution;
  - 1.1.2 Neighbourhood Rules Transgression Chart [Appendix 1 to the Neighbourhood Rules];
  - 1.1.3 the Newinbosch Guide;
  - 1.1.4 the Building Rules; and
  - 1.1.5 the Gatehouse Enrolment & Indemnity Form.
- 1.2 All persons entering Newinbosch agree to abide by the relevant provisions of the Constitution. Where reference is made in any of these provisions of the Constitution to the word “Member” or the word “Owner”, such reference is deemed to be a reference to any person who has entered Newinbosch for the purposes of these Neighbourhood Rules.

## 2 DEFINITIONS & INTERPRETATION

- 2.1 In these Neighbourhood Rules, unless inconsistent with or otherwise indicated by the context –
- 2.1.1 “**Building Rules**” means the building rules promulgated by the MHOA in accordance with the provisions of the Constitution;
  - 2.1.2 “**Business Day**” means any day that is not a Saturday, Sunday or South African public holiday;
  - 2.1.3 “**Chairperson**” means the chairperson of the board of Trustees, as contemplated in the Constitution;
  - 2.1.4 “**Common Property**” or “**Common Areas**” means land registered in the name of the MHOA and which does not form part of any Homeowners’ property. Common Property also includes all internal

services and infrastructure, the roads, pavements, gardens and streetlights as well as water, sewerage and electricity systems;

- 2.1.5 “**Constitution**” means the constitution of the MHOA, as amended from time to time;
- 2.1.6 “**Contractor**” means a contractor employed by any Member (other than the Developer) or Resident to undertake work in Newinbosch;
- 2.1.7 “**Developer**” means the term as it is defined in the Constitution;
- 2.1.8 “**Newinbosch**” means the mixed-use land development to be carried out and developed by the Developer on Remainder of Portion 33 of the farm Cloetesdal No 81, in the Municipality and Division of Stellenbosch, Province of the Western Cape and to be known as *Newinbosch Neighbourhood*, and includes any further developments incorporated as part of the MHOA;
- 2.1.9 “**Distressed Sale**” means the term as it is defined in the Constitution;
- 2.1.10 “**Employees**” mean any employee or contractor (including the employees and sub-contractors of a contractor) employed or appointed by Homeowners and/or Residents and/or persons operating a business within Newinbosch from time to time;
- 2.1.11 “**Erf**” means every Erf in Newinbosch;
- 2.1.12 “**Estate Agent**” means a Property Practitioner in terms of the Property Practitioner Act No 22 of 2019 (as amended) and contracted by the registered owner of an Erf or Unit for the letting and/or reselling of his Erf or Unit;
- 2.1.13 “**Homeowner**” or “**Owner**” means the registered owner of a Unit;
- 2.1.14 “**Hospitality Area**” means the Grappa Shed; roof top function areas on apartment buildings, the coffee container and other facilities to be determined in Newinbosch;
- 2.1.15 “**Improvements**” mean any structure of whatever nature constructed or erected or to be constructed or erected on a Unit and all work done by a Contractor on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.;

- 2.1.16 "Letting Guidelines " means the MHOA's rules from time to time in respect of the letting of Units, which letting rules are annexed as **Appendix 2** hereto;
- 2.1.17 "Local Authority" means the Stellenbosch Municipality or its successor body;
- 2.1.18 "Manager" means the person appointed to that office by the MHOA from time to time or his duly appointed subordinates in a particular area of responsibility;
- 2.1.19 "Member" means –
- 2.1.19.1 every registered Owner of an Erf, as well as every registered Owner of a subdivision of an Erf; and
- 2.1.19.2 every registered Owner of a Sectional Title Unit,
- and if a Member consists of more than one person such persons shall be jointly and severally liable *in solidum* for all obligation in terms of the Constitution;
- 2.1.20 "MHOA" means the Newinbosch Master Homeowners' Association established in respect of the Newinbosch in terms of section 29 of the Stellenbosch Municipality Land Use Planning By-Law, 2015 and includes its duly appointed employees, contractors or agents;
- 2.1.21 "Neighbourhood Rules" mean the set of rules & regulations formally documented and as amended by the MHOA from time to time that govern all conduct on Newinbosch and as set out in this document and the appendices hereto from time to time;
- 2.1.22 "Neighbourhood Rules Transgression Chart" or "NRT" refers to the document annexed as **Appendix 1** to these Neighbourhood Rules that stipulates the list of transgressions and the relevant applicable penalties;
- 2.1.23 "Newinbosch Guide" means the architectural guidelines and landscaping guidelines of Newinbosch, as promulgated and amended by the Trustees from time to time;
- 2.1.24 "Outside Armed Response" means such security response providers who have been formally approved in writing by the Trustees or delegated subcommittee, to be allowed to provide armed response services on Newinbosch. A list of such approved security response providers is available from the MHOA. This approved list may be amended from time to time;

- 2.1.25 “**Resident**” means the term as it is defined in the Constitution;
- 2.1.26 “**Sectional Title Unit**” means a unit in a sectional title scheme established on the Newinbosch in accordance with the provisions of the Sectional Titles Act, No 95 of 1986;
- 2.1.27 “**Security Manager**” means such person duly appointed to manage and oversee security on Newinbosch;
- 2.1.28 “**Security**” means individuals employed by the MHOA or a recognised Security Company duly appointed by the MHOA to perform access control and other security functions in Newinbosch;
- 2.1.29 “**SHOC**” means a Site Handover Certificate, being a certificate issued by the Association after approval of a Member’s building plans by the Association and the Local Authority;
- 2.1.30 “**Trustees**” means the Developer Trustees and the Member Trustees of the MHOA, from time to time, as defined in the Constitution, and includes alternate and co-opted Trustees;
- 2.1.31 “**Unit**” means a house on an Erf, or Sectional Title Unit in a sectional title scheme, which form part of Newinbosch;
- 2.1.32 “**Vehicle**” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 2.1.33 “**Visitor**” means any person entering Newinbosch who is not a Member, Employee or Owner;
- 2.1.34 “**Website**” means the Newinbosch website at [www.newinbosch.co.za](http://www.newinbosch.co.za);
- 2.1.35 words importing the singular shall include the plural and *vice versa*;
- 2.1.36 words importing natural persons includes legal persons and partnerships and *vice versa*;
- 2.1.37 words importing masculine gender includes all other genders;
- 2.1.38 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time; and
- 2.1.39 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 2.2 The clause headings in these Neighbourhood Rules have been inserted for reference purposes only and shall not affect the interpretation of any provision of these Neighbourhood Rules.
- 2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Neighbourhood Rules, notwithstanding that it is only contained in this interpretation clause.
- 2.5 If any period is referred to in these Neighbourhood Rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 2.6 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of these Neighbourhood Rules, shall not apply.
- 2.7 These Neighbourhood Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 2.8 Expressions defined in these Neighbourhood Rules shall bear the same meanings in any annexure hereto which does not contain its own definitions.
- 2.9 Should a discrepancy exist between the Neighbourhood Rules and the Constitution, the Constitution takes preference.

### **3 INTRODUCTION**

- 3.1 The purpose of these Neighbourhood Rules is to govern the use of Newinbosch and its facilities. These Neighbourhood Rules are not intended to limit the lifestyle of Residents, but rather to protect them, and are binding equally on all Residents, Owners, Visitors, Employees and the MHOA.
- 3.2 The powers of the MHOA include the power to do all things reasonably necessary for the enforcement of these Neighbourhood Rules and for the control, management and administration of the Common Property.

- 3.3 The Trustees are entrusted by the MHOA to ensure such control, management and administration and is assisted by a Manager and other duly appointed office bearers of the MHOA.
- 3.4 It is the responsibility of every Owner to ensure that all Residents, guests and Employees on his property abide by these Neighbourhood Rules.

#### **4 CONTACT DETAILS**

- 4.1 All Owners and Residents are required to provide the MHOA with a registered e-mail address or cell phone number, and an e-mail or SMS or WhatsApp or similar direct message properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.
- 4.2 Owners and Residents are to notify the MHOA of changes in such address/number.
- 4.3 Owners and Tenants will receive a Digital Key to access the Newinbosch Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received (24) twenty-four hours after dispatch, unless the contrary has been proven.

#### **5 DOMICILIUM**

For the purposes of receiving any notice or process to be delivered in terms of these Neighbourhood Rules, any person residing and/or working on Newinbosch chooses as his/her/its *domicilium citandi et executandi* the address of the Unit at which such person is residing. Documents delivered by hand to such Unit will be deemed to have been received on the date of delivery thereof.

#### **6 DISTURBANCES**

- 6.1 Any conduct, save for normal agricultural, sport at the Grappa Shed yard and hospitality activities, which disturbs or tends to disturb the peace and tranquillity of Newinbosch and Residents is not permitted.
- 6.2 Excessive and unnecessary noise by Vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the Manager in his sole and unfettered discretion from time to time, as well as other sources attributable to a Resident constitutes a disturbance of the peace in terms of these Neighbourhood Rules.

## 7 DOMESTIC REFUSE

- 7.1 Newinbosch has been certified as a “Green” development with by the Green Building Council South Africa (“**GBCSA**”) and as such the MHOA pursues a just transition from a high carbon to lower carbon environment while being kinder to the environment. Therefore, Newinbosch, as a guiding ethos, endeavours to reduce its collective impact on the environment by pursuing a waste reduction, waste management and recycling regime. It is incumbent on each Homeowner to abide by the reuse, reduce and recycling methodology of the MHOA in this regard and to this end:
- 7.1.1 each Homeowner will be provided with a kitchen wastebin which will require the Homeowner to separate wet waste; recycling waste and “blackbag to landfill” waste;
- 7.1.2 each Homeowner will be furnished with a container or containers, to separate the waste accordingly;
- 7.1.3 it is recorded that all wet waste, like kitchen cuttings, will be used in the neighbourhoods and picked up by staff of the MHOA for the purposes of the development of compost; and
- 7.1.4 the exact rhythm and infrastructure for such a system is still to be finalised.
- 7.2 All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors, provided that the Manager may, from time to time, by notice in writing to all Residents –
- 7.2.1 prescribe the type and size of refuse containers to be obtained and used;
- 7.2.2 provide directions in regard to any place designated for refuse removal; and
- 7.2.3 require the payment of a reasonable charge for the provision of such containers.
- 7.3 By virtue of the high number of EDGE, Sustainable Precinct, Net Zero Ecology and Green star building enrolments and certification by the GBCSA each Homeowner shall comply with the requirements imposed by the GBCSA as provided for in the Newinbosch Guide from time to time to retain EDGE requirements to ensure that Newinbosch does not lose its status as such:
- 7.4 It shall be the duty of every Resident to ensure that any direction given by the Manager from time to time is observed and implemented.

7.5 Where, in the opinion of the Manager, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Manager shall give the Resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.

## **8 ANIMALS**

8.1 Only domestic animals posing no danger, noise or odours may be kept. The maximum number of dogs and cats that may be kept on/in a Unit is as follows:

8.1.1 Sectional Title Unit – 1 small dog or cat, as per the management and conduct rules; and

8.1.2 Erf – 2 dogs and 2 cats.

8.2 The Association reserves the right not to allow dangerous dogs e.g. Pitbull terriers, rottweilers and Boerboels as pets in Newinbosch, but the Homeowner or Resident who owns such dog/s may apply to the MHOA to grant permission for such dog/s to be kept as pet in Newinbosch. A written motivation will accompany such application and will be assessed and decided on by the Trustees in its sole discretion, who shall communicate their finding to the relevant Homeowner or Resident. Newinbosch's Veterinary advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with this rule.

8.3 No breeding of dogs or cats (i.e. regular breeding with 2 or more dogs/cats) is allowed in Newinbosch unless otherwise agreed to by the MHOA following an application and motivation from the Homeowner or Resident, which consent shall not be unreasonably withheld.

8.4 Visitors are not allowed to bring any animals into Newinbosch, with the exception of a guide dog.

8.5 All dogs and cats shall at all times bear a tag, which shall reflect the name, telephone number and Erf number of the relevant Homeowner or Resident.

8.6 All domestic animals must be chipped and a certificate of such chip, with the necessary identification codes must accompany the registration of an animal in Newinbosch.

8.7 No aviaries are allowed.

8.8 No reptiles, farm animals, rodents (except hamsters or guineapigs kept in a cage) or any exotic pets may be brought into Newinbosch or kept. If animals are brought into or found upon Newinbosch contrary

to the provisions of these Neighbourhood Rules or if any animal creates a nuisance to other Residents, the MHOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:

- 8.8.1 require the relevant Homeowner or Resident to remove the animal from Newinbosch; and/or
  - 8.8.2 itself remove the relevant animal from Newinbosch and to claim all costs so incurred from the relevant Homeowner or Resident.
- 8.9 Dogs:
- 8.9.1 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant Homeowner's or Resident's Erf.
  - 8.9.2 Dogs shall not be allowed on Common Areas and servitude areas unless under strict control and on a leash. If any dog digs holes and/or otherwise damages Common Areas, the relevant Homeowner or Resident shall be required to repair the damage.
  - 8.9.3 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
  - 8.9.4 Dogs found hunting or harassing wildlife will be required to be removed from Newinbosch.
- 8.10 Cats:
- 8.10.1 All cats need to have a securely attached collar with an effective bell to limit hunting success as well as a tag displaying the owner's name, address and phone number.
  - 8.10.2 All cats need to be neutered / spayed.
  - 8.10.3 Problem cats or cats found wandering will be humanely trapped and impounded by the MHOA Compliance Officer. Where cats are a nuisance to other Residents, the relevant provisions of the NRT will be applied.
  - 8.10.4 Any damage caused by problem cats to other Residents' property will be for the account of the cat owner.

## 9 SECURITY

- 9.1 Security personnel are there for the safety and protection of Newinbosch, its employees, Residents and assets. They control access to Newinbosch and all employees, contractors, Visitors, Tenants and Residents must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the Manager.
- 9.2 No person shall do anything which is or might be prejudicial to the security of any Resident. Any action and or incident that might have a negative effect to the security of Newinbosch and its Residents or Employees must immediately be reported to the Manager or Security Manager.
- 9.3 It is in the best interest of all Residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, Residents are requested to contact the MHOA offices for assistance through the appropriate channels.
- 9.4 No Vehicles or persons shall enter or leave Newinbosch at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the Manager or Security Manager.
- 9.5 Vehicles are subject to be searched at any time when necessary.
- 9.6 Vehicles entering Newinbosch will from time to time be inspected by Security with a Vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter Newinbosch.
- 9.7 The Manager and Security Manager may make Neighbourhood Rules or temporarily alter Neighbourhood Rules as deemed fit in their discretion to enhance, manage and improve the security of Newinbosch. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The Guest Enrolment System will allow guests to enter and exit Newinbosch's main entrance gate by using a unique one-time pin code, generated by the Resident. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, Visitors agree to be bound by and to adhere to the Constitution and Neighbourhood Rules. Visitors to Newinbosch that intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to Residents, Owners or Employees and other persons if, in the discretion of the Security Manager, it is necessary.
- 9.8 Contractors may only enter Newinbosch through the contractors' gate or as indicated.

9.9 All Vehicles entering and/or leaving Newinbosch shall stop at the vehicle entrances. No Vehicle shall enter Newinbosch unless admitted by the guard on duty at the gate, except where the MHOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the Vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.

9.10 Any Contractor or Employee who has been engaged or employed by a Homeowner or a Resident to supply goods or services on Newinbosch will be required to apply to the Security Manager for permission to enter Newinbosch before being permitted access to Newinbosch. The contractor or employee concerned will be required to complete an application form and will be required to submit an original police clearance certificate or a valid criminal check that reflects no prior offences, certified copy of his/her identity document or passport and submit himself/herself to fingerprints to be taken by the Security Manager and/or his delegate together with his or her application for access to Newinbosch. No contractor or employee may enter Newinbosch unless and until his/her application for access has been approved in writing by the Security Manager. Contractors or employees who have not been on Newinbosch for six consecutive months or more will be required to reapply to the Security Manager for permission to access Newinbosch.

9.11 Facial Recognition Access (alternative: NFC Access)

It is mandatory for everybody working or residing at Newinbosch to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on Newinbosch are entitled to be enrolled.

9.12 Electronic Booms

9.12.1 The Vehicle entry lanes are each equipped with electronic booms. The boom will open once a person, who has right of access, is allowed access via the access control system which is available at each entry and exit lane.

9.12.2 People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

9.13 Close Circuit Television View (CCTV)

9.13.1 Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all Vehicles and people entering and exiting through the access points.

9.13.2 All persons working or residing on Newinbosch must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains particularly to nudity and damage to property by any owner, occupant or their families and Visitors.

#### 9.14 Electric Fencing

Newinbosch is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of Newinbosch and is equipped with sufficient warning signs to warn people to stay away. People working or residing on Newinbosch must take note that the fence is live at all times.

#### 9.15 Alarm Systems

9.15.1 Burglar alarms must be in a sound working condition and comply with any regulations which the MHOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment).

9.15.2 Armed response service providers are limited to the onsite security response team. Outside Armed Response will not be effective as they would have to go through an enrolment process each time they enter Newinbosch. Outside Armed Response will be limited to the names on the MHOA's list of preferred suppliers.

## 10 VISITORS AND EMPLOYEES

10.1 All Residents shall make use of the Guest Enrolment System to allow their Visitors access to Newinbosch. It will be the responsibility of the Owner/Tenant to register on the Guest Enrolment System. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to Newinbosch. Any Guest or Visitor who is not in possession of a guest code will not be allowed to enter Newinbosch. Despite being in possession of a guest code ~~will also have to~~, a Guest must still be scanned in by security to gain access to Newinbosch and will be required to present a valid driver's licence and the Vehicle must be correctly licenced. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a *bona fide*

Visitor to the Resident's own premises, where the Resident will be physically present at the time of the visit.

- 10.2 The right of admission to Newinbosch shall be under the control of the MHOA that may on any reasonable grounds deny any person access to Newinbosch.
- 10.3 Employees are obliged to abide by these Neighbourhood Rules and the Constitution. Residents are obliged to supply their Employees with copies of these Neighbourhood Rules and the Constitution and to ensure that they are aware of all the provisions.
- 10.4 Residents are required to notify the MHOA of and to provide full details of any Employees who reside on Newinbosch.
- 10.5 If the security guard on duty has no record of the arrival of any Employees, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant Resident to admit the Employee concerned to Newinbosch. If such authority is not obtained the security guard will be entitled to refuse such Employee access to Newinbosch.
- 10.6 The maximum number of Employees allowed to reside on a Unit is 2 (two).
- 10.7 A Resident will not be able to enter a precinct of Newinbosch with a Vehicle if such Resident does not live in that precinct. Should they need to access that area, the occupant of the house they are visiting will have to generate a Visitors code for the Visitor.
- 10.8 Visitors to communal facilities in Newinbosch will similarly only be granted access to use or visit such facilities which they intent to make use of or visit and the necessary Visitors code/s will be generated for them to access such facilities.

## **11 TRAFFIC**

- 11.1 The movement and control of traffic and pedestrians are subject to these Neighbourhood Rules and such further directives as may be made by the Manager with regard thereto.
- 11.2 Subject to consent being obtained from the Manager, heavy Vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on weekdays. Motorised Vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.

- 11.3 A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the MHOA where this is deemed necessary. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorised by the MHOA to stop speeding motorists and issue a contravention in terms of the Neighbourhood Rules Transgression Chart. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the Neighbourhood Rules Transgression Chart. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening. Persons, animals and birds shall at all times have the right of way on and about Newinbosch. Vehicles shall be brought to a stop whenever necessary.
- 11.4 The MHOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on Newinbosch. Failure by any person to obey such signage shall constitute a contravention of these Neighbourhood Rules.
- 11.5 No person shall drive or ride any Vehicle within Newinbosch in such a manner that would constitute an offence under any traffic ordinance. All Vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, Vehicles emitting excessive noise, smoke and/or oil are prohibited.
- 11.6 The driving of Vehicles is confined to roads and driveways, provided that non-motorised Vehicles may be used on those areas (if any) specifically designated by the MHOA for that purpose. All unlicensed motorbikes and quad bikes may not be driven on Newinbosch roads.
- 11.7 The Manager reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their sole discretion deem necessary from time to time.
- 11.8 **Parking**
- 11.8.1 Parking will only be allowed in areas designated for such purpose by the MHOA by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no Vehicle shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on Newinbosch verges.

- 11.8.2 The following property types on Newinbosch will be allowed to have the stated number of Vehicles for Residents:
- 11.8.2.1 freehold homesteads and townhouses: maximum of 2 Vehicles per homestead/townhouse, i.e. 1 in the garage and 1 in the driveway or 2 on the driveway if no garage;
  - 11.8.2.2 courtyard homes: maximum of 3 Vehicles per home, i.e. 1 in garage, 1 in driveway, 1 in flatlet parking;
  - 11.8.2.3 simplex units: maximum of 2 Vehicles in tandem provided they fit onto the driveway;
  - 11.8.2.4 units that are apartments: Vehicles are limited to the number of bays linked to the relevant apartment.
- 11.8.3 Residents are not allowed to park on Visitors' parking bays.
- 11.8.4 No person shall park or store any caravan, boat, truck or lorry within Newinbosch, in such a way that it is visible from the road except with the consent of the MHOA.
- 11.8.5 No trailers, caravans or boats shall be brought onto Newinbosch, except with the consent of, and subject to, such conditions as may be prescribed by the MHOA from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere on Newinbosch.
- 11.8.6 There are clearly marked restricted areas for emergency Vehicles which must only be used for that purpose and which entrances must be kept clear.
- 11.8.7 Should a Vehicle be parked or abandoned in breach of the Neighbourhood Rules or Constitution
- 
- 11.8.7.1 the Manager may impose the applicable warning / fine on the owner of, or on the person responsible for, the Vehicle;
  - 11.8.7.2 the Manager may have the Vehicle's wheels clamped at the risk and expense, including the payment of a **release fine of R500.00**, of its owner or of the person responsible for it; and/or
  - 11.8.7.3 the MHOA may apply for a court order at the cost of the owner of, or of the person responsible for, the Vehicle to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the Vehicle.

## 12 COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 12.1 The MHOA shall be entitled to control all aspects of the environment on or about Newinbosch (except for the Hospitality Area), including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of any gardens, orchards etc. within the Common Areas on Newinbosch.
- 12.2 No person shall do anything or omit to do anything that may, in the opinion of the MHOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Residents.
- 12.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the MHOA for that purpose. Fires may not be lit on any Units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 12.4 No person shall (without the prior written authority of the MHOA) pick or plant any flowers or plants on or about the Common Areas, except in the area from his erf's boundary to the curb of the adjacent road as prescribed in the Newinbosch Guide.
- 12.5 The Manager shall be entitled to prohibit or restrict access to any part of Newinbosch, excluding the Units, in order to preserve the natural fauna and flora.
- 12.6 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about Newinbosch. Hunting and trapping in any manner is strictly prohibited, provided that the MHOA and/or the Developer may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 12.7 No person shall anywhere on Newinbosch disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 12.8 Fishing in any of the dams is permitted on a catch-and-release basis but restricted to Homeowners or Residents and their accompanied Visitors only and subject to the specific rules made by the Manager concerning fishing from time to time.
- 12.9 No temporary structures (tree houses) as defined by the National Building Regulations may be erected in the Common Areas.

- 12.10 No swimming or fishing is allowed in the fishponds, lakes and or any water features on Newinbosch other than where signage indicates that such activities are allowed.
- 12.11 Periodically certain dams will have a “No Fishing and/or No Disturbance” sign posted for ecological reasons. Strict compliance with these signs must be observed at all times. No broken or discarded fishing line may at any time be left in the Common Area. This must be removed or deposited in the nearest dustbin.
- 12.12 Non-motorised boats and float devices are allowed to be used on the dams as long as all the relevant safety procedures are followed and no undue disturbance is caused.
- 12.13 Swimming or floating on the lakes may be banned at the discretion of the Manager.
- 12.14 No person under the influence of alcohol may pilot any craft or be taken aboard any craft. Launching, docking, boating and all aquatic activities are only permitted in terms of the standing rules.
- 12.15 No boreholes or well points may be erected on any Erf.

### **13 HOSPITALITY AREA AND RECREATIONAL FACILITIES**

- 13.1 Access may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the Manager.
- 13.2 The Manager may at times do spot-checks on equipment and sportswear used to ensure safety, cleanliness and hygiene.
- 13.3 The pool will be locked between certain hours.
- 13.4 Pool:
  - 13.4.1 No persons under the age of 14 (fourteen) are allowed to use the pool without due supervision.
  - 13.4.2 Swimmers must wear swim caps and appropriate swimwear.
  - 13.4.3 The pool is a formal exercise pool and may only be used for swimming training. The pool may, however, be used for recreational swimming at certain times of the day which will be determined by the MHOA and communicated to Homeowners e.g. on Saturday afternoons between 15:00 and

18:00 or Sundays from 11:00 to 16:00 and time slots exclusively available for exercising purposes will be communicated to the Homeowners.

13.4.4 A small kids pool will be available with rules in respect thereof to be promulgated from time to time by the MHOA and displayed on site.

13.4.5 Please wear shoes to the pools and back.

### 13.5 Tennis Courts

13.5.1 Only Owners and Residents along with their guests may play.

13.5.2 No activity other than tennis may be conducted on the courts whatsoever.

13.5.3 Appropriate non-marking footwear must be worn on the Tennis Courts at all times. No skateboards, rollerblades or similar devices are allowed on the Tennis Courts.

### 13.6 Multi-use Court

13.6.1 Same as for tennis courts. Appropriate attire.

13.6.2 Sports limited to guidelines on board adjacent to court.

13.6.3 Booking is required

13.6.4 No practicing before 07:00 or after 20:00 in the evening.

### 13.7 Cricket Nets:

13.7.1 Appropriate gear (helmet; etc)

13.7.2 Safety rules etc

13.7.3 Frist come first serve

13.7.4 Rules of use as per board adjacent to nets.

13.7.5 No practicing before 07:00 or after 19:00 in the evening.

- 13.8 Boules courts:
  - 13.8.1 Appropriate boules gear
  - 13.8.2 Adhere to rules
  - 13.8.3 First come first serve
- 13.9 Climbing wall
  - 13.9.1 Adhere to safety rules
  - 13.9.2 Registration is required
  - 13.9.3 Booking is required
  - 13.9.4 No climbing before 06:00 or after 22:00 in the evening.
- 13.10 Skateboard park
  - 13.10.1 Adhere to rules
  - 13.10.2 No skateboard before 07:00 or after 20:00 in the evening.
- 13.11 Amphitheatre [rules to be communicated]
- 13.12 Gym [rules to be communicated]
- 13.13 Chessboard [rules to be communicated]
- 13.14 Pump track [rules to be communicated]
- 13.15 Running, walking and other NMT routes around the estate [rules to be communicated]
- 13.16 Irrigation/ recreational dam [rules to be communicated]
- 13.17 Boathouse at the dam (small venue) [rules to be communicated]
- 13.18 Pocket parks scattered throughout Newinbosch [rules to be communicated]

## 14 GENERATORS

14.1 The following are the requirements for the installation of generators:

14.1.1 Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the Manager. Approval from the Manager can be retracted at any time should a generator causes an excessive disturbance to neighbours. All applications will be reviewed against the following criteria:

14.1.2 Specifications

Only Ultra Silent Generators running at a maximum of 1500 revolutions per minute with a maximum sound pressure level of 51 dB will be allowed.

14.1.3 Location

14.1.3.1 may not be installed on Common Property (pavements, greenbelts and roads);

14.1.3.2 may not be visible from the road or greenbelts;

14.1.3.3 planting or other screening may be required;

14.1.3.4 fire safety: must not be within 1m of boundary; and

14.1.3.5 all fuel to be stored in leak-proof/airtight containers specifically designed for such storage e.g. Jerry cans.

14.1.4 Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours.

14.1.5 Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

14.1.6 Operating Times

14.1.6.1 generators may not be operated between 23:00 and 6:00; and

14.1.6.2 if it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted.

- 14.1.7 Requirements for Approval – Portable Generators
- 14.1.7.1 this applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into;
- 14.1.7.2 a site plan showing the location of intended operating position including proximity to boundary wall needs to be submitted for approval prior to use to assess fire safety; and
- 14.1.7.3 full details of the generator to be purchased, needs to be detailed in the application for approval. Note: The risk of CO (Carbon Monoxide) poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open sided carports and hence these areas are not considered to be external.
- 14.1.8 Requirements for Approval – Permanently Connected Generators
- 14.1.8.1 any generator that is intended to be permanently connected into the existing electrical circuits/distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, A copy of the certificate must be lodged with the MHOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference;
- 14.1.8.2 applications for approval of permanently connected generators will be referred to the relevant MHOA sub-committee specifically set up to deal with such applications. Applications will be reviewed against the National Building Regulations; and
- 14.1.8.3 A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation;
- 14.1.9 Full details of the generator to be purchased, needs to be detailed in the application for approval. A response to an application will be given within 24 hours in respect of portable generators and 48 hours in respect of permanent generators, workloads permitting. Submissions must be lodged at Newinbosch office before 14:00 on any given day, Monday to Friday.

## 15 ESTATE AGENTS

- 15.1 The MHOA will give optional training regarding the Newinbosch and Erven and Units in the Newinbosch and regarding the Constitution and these Neighbourhood Rules to Estate Agents who render estate agency services in the Newinbosch in respect of the sale or letting of Erven and/or Units (“**Estate Agency Services**”).
- 15.2 The MHOA may elect to charge a fee of R1500 per Estate Agent trained by the MHOA. The said fee per Estate Agent may, if the MHOA so decides, escalate annually in line with the MHOA’s budget.
- 15.3 The MHOA will publish a list of Estate Agents who attended such training sessions and will make the details thereof available to Members.
- 15.4 Estate Agents who have opted not to undergo the MHOA’s aforesaid training will not be granted their own biometric access to the Newinbosch and the Members or Residents from whom they render Estate Agency Services will accordingly have to furnish them with an access pin code for each visit by such Estate Agent to the Newinbosch.

## 16 DAMAGE AND VANDALISM

- 16.1 Damage to any property of the MHOA and/or the Developer on Newinbosch by an Owner or Resident will be for the account of the offender or the legal guardians of minors who are responsible for such damage.
- 16.2 The MHOA has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts:
- 16.2.1 all damages will be restored at the perpetrator’s or his/her parents’ expense in the case of a minor;
- 16.2.2 should damage be caused to the property of an Owner within Newinbosch, the MHOA will provide the Owner and Resident with all the information at its disposal with regards to such damage; and
- 16.2.3 any legal action against the perpetrator will then be at the discretion of the Owner.

## 17 CONDUCT

- 17.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar

devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf.

- 17.2 No unauthorised persons are allowed on any Erf where building operations are under progress.
- 17.3 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Manager to other Residents.
- 17.4 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 17.5 All building work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the MHOA in the Building Rules, as amended from time to time. Loud music and other undue noise are not permitted.
- 17.6 Each Unit may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social Visitors from time to time. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Unit as accommodation, or to form a commune, or similar live-in arrangement. Where occupants of a Unit are –
- 17.6.1 not direct relatives, the number of occupants will be limited to 1 (one) person per bedroom, restricted to the number of parking bays linked to that specific Unit. In the event that the number of unrelated occupants exceeds the number of parking bays linked to that specific Unit, each Tenant must complete the Declaration as per Annexure B to **Appendix 2** hereto as application and provide all relevant details prior to marketing the Unit for letting; or
- 17.6.2 direct relatives, i.e. where the occupants are all from the same family unit, the number of occupants will be limited to 2 (two) persons per bedroom.

## **18 SYNDICATION OWNERSHIP**

- 18.1 Syndication ownership both direct and indirect of an Erf is at all times limited to 4 (four) natural persons.
- 18.2 Syndication ownership both direct and indirect of a Sectional Title Unit is at all times limited to 4 (four) natural persons.

## **19 COMMERCIAL AND RETAIL ACTIVITIES**

- 19.1 Save for those commercial activities recorded by the Developer for Newinbosch at the time of the incorporation of the MHOA, the Manager is entitled to regulate all commercial and retail activities conducted on or about Newinbosch. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Unit without the prior written consent of the MHOA.
- 19.2 No advertising board or signs, including business signage of any nature, may be displayed on or about Newinbosch without the MHOA's approval.
- 19.3 No "For Sale" signs or any signage pertaining to the sale of Units except that of the sales agencies duly mandated by the Developer or approved to operate in Newinbosch by the MHOA may be displayed on Newinbosch or on private Units or affixed to any buildings.
- 19.4 No door-to-door canvassing and/or selling are permitted.
- 19.5 Commercial and retail activities, including hospitality and agricultural activities, will be carried out within Newinbosch and it is in the interest of Newinbosch to ensure the commercial viability of such commercial and retail activities. Accordingly, the MHOA must have due regard to the commercial and retail activities, including the agricultural activities undertaken as well as the restaurant and provided such activities are undertaken in a normal and reasonable manner, these Neighbourhood Rules shall not be interpreted so as to prejudice any such activities.
- 19.6 For the avoidance of doubt, there may not be 2 or more of the same retail activity conducted in Newinbosch and the Manager and the MHOA will, accordingly, not approve a retail activity if the same activity is already conducted from a Unit in Newinbosch with the Manager or the MHOA's consent.

## **20 ELECTRONIC EQUIPMENT**

- 20.1 The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on Newinbosch are prohibited.

## **21 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

- 21.1 No person shall bring or permit any person to bring any substances onto Newinbosch or permit the storage of any substances on Newinbosch which may constitute a fire hazard or a threat to the health of any Resident or other person or which may result in the contamination of Newinbosch.
- 21.2 Fireworks are strictly prohibited.
- 21.3 Each dwelling must have at least two 4.5 kg DCP fire extinguisher on the premises.

## **22 LANDSCAPING, POOLS, JUNGLE GYMS ETC.**

- 22.1 The Newinbosch Guide sets out in detail the guidelines regarding what is allowed in Newinbosch from a landscaping point of view.
- 22.2 The nature, content and design of the gardens on a Unit, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the MHOA. Should the standards not be adhered to, the MHOA shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the Owner accordingly.
- 22.3 No liability will be accepted by the MHOA for any damage, accidents or injury to any person caused by swimming pools on an Erf.
- 22.4 Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf or public open space. No temporary wire fencing or similar fencing may be erected and all boundary screen elements must comply with the Newinbosch Guide.
- 22.5 Owners may apply to the MHOA to landscape areas of Common Property around an Erf owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the discretion of the MHOA with regard to any area or Erf. Owners will be obliged to accept that such permission will be granted in some cases and not in others.
- 22.6 No temporary structures, as defined by the National Building Regulations, may be erected.

## 23 AIRCRAFT LANDING

- 23.1 For security reasons and the protection of privacy of Residents, no aircrafts (including drones) are permitted to be operated over or land, on private or Neighbourhood property, including any Common Property or other open areas, without consent by the MHOA. Consent shall only be considered on receipt of a completed and signed application and indemnity form.
- 23.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the MHOA.

## 24 ELECTRICITY SUPPLY AND SOLAR PANEL SYSTEMS

- 24.1 If the Developer or the MHOA is unable to secure a reliable alternative energy system for Newinbosch the electricity infrastructure of the Network will be transferred to the Local Authority , but if the Developer or the MHOA secures an alternative energy system for Newinbosch, the reticulation will be owned by the MHOA and leased to an energy and utility company. In the latter instance, electricity usage will be charged at tariffs based on the Municipal tariffs: Domestic: Renewable Energy ( DOM5 ) Generation for own use and export.
- 24.2 If the electricity infrastructure is transferred to the Local Authority, it will be owned and maintained by the Local Authority and all Homeowners must apply for their electricity connection directly from the Local Authority subject to all the terms conditions and fees of the Local Authority. Faults must be reported directly to the Local Authority.
- 24.3 The Developer or its nominee reserves the right to own the solar panel systems installed on all buildings (including residences and buildings in Sectional Title Schemes in the Newinbosch) (“**Solar Panel Systems**”) and the Resident may not interfere with or remove the Solar Panel Systems and will not install additional Solar Panel Systems without the prior written consent of the owner of the Solar Panel Systems (i.e. the Developer or its nominee).
- 24.4 The Resident shall give reasonable access to the Developer or its nominee to maintain and replace the Solar Panel System installed on the Resident’s Unit if and when required in the reasonable opinion of the Developer or its nominee.

## **25 WATER**

- 25.1 The MHOA shall not be liable for damages, expenses or costs caused to Residents for any interruption in supply.
- 25.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the Erf installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 25.3 No person, other than a person specifically authorised thereto by the MHOA or the Manager in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 25.4 The Manager may, without notice, disconnect any Unit temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 25.5 The Owners shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each Unit at a charge determined from time to time by the MHOA. Procedures, costs and all other aspects relating to the system utilised on Newinbosch shall be determined from time to time by the MHOA and communicated to Members by the Manager. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the Newinbosch Guide and approved by the MHOA.
- 25.6 In order to effectively manage water resources, no borehole may be sunk on Newinbosch nor any existing borehole used for any purpose whatsoever.
- 25.7 The MHOA shall take all reasonable steps to procure and maintain an adequate supply of water to Owners or Residents but does not guarantee that same will always be maintained.
- 25.8 The MHOA shall not be liable for damages, expenses or costs caused to Residents due to flooding and excess storm water.

## **26 LEVIES**

- 26.1 Levies are payable by Owners monthly in advance by bank debit order on the first day of each month into the bank account of the MHOA.

- 26.2 The MHOA reserves the right to implement a wallet system for the payment of levies, which will include payment of electricity and water will also be billed. This will work on the basis that where levy payments are not up to date, the Homeowner or Resident might not be able to purchase water and electricity.
- 26.3 Levy and water accounts will be sent electronically and it will be the Owner's responsibility to ensure all their details are correct and up to date. The MHOA will not take responsibility if an Owner did not receive an account.
- 26.4 Any amount not paid on due date shall attract interest at a rate determined by the Trustees until payment has been received.

## 27 PENALTY LEVIES RE BUILDING WORKS

- 27.1 For the purpose of this clause 27, the following words shall have the meaning ascribed as follows:
- 27.1.1 **"Normal Levy"**: The normal monthly levy per Erf determined by the Association from time to time in terms of the Constitution;
- 27.1.2 **"Extraordinary Levy Base Cost (ELBC)"**: An amount equal to the Normal Levy unless a different amount is determined by the Trustees ;
- 27.1.3 **"Extraordinary Levy"**: The additional monthly levy determined hereunder in terms of clause 0.

### **Failure to commence construction within 12 months from first transfer date:**

- 27.2 A Member who does not **commence** with Improvements which comprise the construction of a new residential dwelling (i.e. fails to obtain a SHOC and, in the reasonable opinion of the Association, fails to commence construction) on such Member's Erf within a period of 12 (twelve) months from first registration of the Erf from the Developer to any Member, will be liable to pay to the Association an Extraordinary Levy calculated as set out here-under, over and above the Normal Levy, it being recorded, however, that in the case of a Distressed Sale such penalty levies payable by a Member as a result of failure by the Member to timeously commence the Improvements, will be waived by the Association.

YEARS SINCE FIRST REGISTRATION	YEARS OF NON-COMPLIANCE	LEVY PAYABLE
1	0	Normal Levy
2	1	Normal Levy + 50% x ELBC
3	2	Normal Levy + ELBC
4	3	Normal Levy + 300% x ELBC

27.3 Thereafter the total levy payable will be the Normal Levy plus the Extraordinary Levy of 300% times the ELBC, until compliance by the Member, provided that –

27.3.1 should an Erf be sold pursuant to a Distressed Sale, the new Member who acquired such Erf (“**Post Distressed Sale Member**”) will be exempt from payment of the Extraordinary Levy for the first 6 (six) full months after the date of registration of the Erf in his name, to enable him to prepare plans and obtain a SHOC;

27.3.2 after a SHOC has been issued to the Post Distressed Sale Member in terms of clause 27.8.1 above, the said Member will be exempt from paying the Extraordinary Levy as aforesaid for a period of 2 (two) completed months after the issue of such a SHOC provided the Member commences the Improvements during that period in the reasonable opinion of the Association; or

27.3.3 should a Post Distressed Sale Member not obtain a SHOC or comply with obtaining the SHOC within the 6 (six) month period referred to in clause 27.8.1 above or should such Member fail to commence with the Improvements on the Erf within the 2 (two) month period as per clause 27.8.2, he will be liable to pay the Association an Extraordinary Levy calculated as set out in clause 0 above, over and above the Normal Levy.

27.4 Should the Erf be sold and transferred after 12 (twelve) months after the first transfer of the Erf from the Developer, the new Member will be exempt from paying an Extraordinary Levy for the first 4 (four) full months after the date of registration of the Erf in his name, to enable him to prepare plans and obtain a SHOC.

27.5 After a SHOC has been issued to a Member as per clause 27.9 above, the Member shall be exempt from paying an Extraordinary Levy for a period of 2 (two) completed months after the issue of such a

SHOC provided the Member commences the Improvements during that period in the reasonable opinion of the Association.

27.6 Should a Member contemplated in clause 27.9 not obtain a SHOC or comply with the period to commence construction as per clause 27.5, he will be liable to pay the Association an Extraordinary Levy calculated as set out in clauses 0, over and above the Normal Levy.

**Failure to complete construction within 36 months from first transfer date:**

27.7 A Member who does not **complete** Improvements which comprise the construction of a new residential dwelling on such Member's Erf within a period of 36 (thirty six) months from first registration of the Erf from the Developer to any Member, will be liable to pay to the Association an Extraordinary Levy calculated as set out here-under, over and above the Normal Levy, it being recorded, however, that in the case of a Distressed Sale such penalty levies payable by a Member as a result of failure by the Member to timeously complete the Improvements, will be waived by the Association

YEARS SINCE FIRST REGISTRATION	YEARS OF NON-COMPLIANCE	LEVY PAYABLE
1	0	Normal Levy
2	0	Normal Levy
3	0	Normal Levy
4	1	Normal Levy + 50% x ELBC
5	2	Normal Levy + ELBC
6	3	Normal Levy + 300% x ELBC

27.8 Thereafter the total levy payable will be the Normal Levy plus the Extraordinary Levy of 300% times the ELBC, until compliance by the Member, provided that –

27.8.1 should an Erf be sold pursuant to a Distressed Sale, the new Member who acquired such Erf ("**Post Distressed Sale Member**") will be exempt from payment of the Extraordinary Levy for the first 6 (six) full months after the date of registration of the Erf in his name, to enable him to prepare

plans and obtain a Site Handover Certificate (“**SHOC**”) which is a certificate issued by the Association after approval of the building plans by the Association and the Local Authority;

- 27.8.2 after a SHOC has been issued to the Post Distressed Sale Member in terms of clause 27.8.1 above, the said Member will be exempt from paying the Extraordinary Levy for a period of 12 (twelve) completed months after the issue of such a SHOC provided the Improvements are completed during that period; or
- 27.8.3 should a Post Distressed Sale Member not obtain a SHOC or comply with obtaining the SHOC within the 6 (six) month period referred to in clause 27.8.1 above or should such Member fail to complete the Improvements on the Erf within the 12 (twelve) month period as per clause 27.8.2, he will be liable to pay the Association an Extraordinary Levy calculated as set out in clause 0 above, over and above the Normal Levy.
- 27.9 Should the Erf be sold and transferred after 3 (three) years after the first transfer of the Erf from the Developer, the new Member will be exempt from paying an Extraordinary Levy for the first 4 (four) full months after the date of registration of the Erf in his name, to enable him to prepare plans and obtain a SHOC.
- 27.10 After a SHOC has been issued to a Member as per clause 27.9 above, the Member shall be exempt from paying an Extraordinary Levy for a period of 12 (twelve) completed months after the issue of such a SHOC.
- 27.11 Should a Member contemplated in clause 27.9 not obtain a SHOC or comply with the building period, he will be liable to pay the Association an Extraordinary Levy calculated as set out in clauses 0, over and above the Normal Levy.

#### **General:**

- 27.12 Any further structural improvements that a Member wishes to make to his property after finalisation of the construction of his house should also be submitted to the Association for approval and has to be finalised within 6 (six) months of commencement of construction thereof.

## **28 WARNINGS AND PENALTIES**

- 28.1 Warnings and fines are issued according to the Neighbourhood Rules Transgression Chart as published on the Website. They are to be paid into the MHOA account by the end of the calendar month following

the calendar month of being issued. If an Owner feels the fine is unwarranted they may appeal in writing to the Trustees but the fine must be paid in the meantime.

- 28.2 The MHOA may issue discretionary fines, as determined by the Trustees on a case-by-case basis, and applied only in exceptional circumstances where the prescribed fines as set out in the NRT are not appropriate or do not adequately address the nature or severity of a specific contravention.
- 28.3 The MHOA shall investigate (in such manner as it deems fit) written complaints received from Residents relating to the behaviour and/or conduct of other Residents and persons on or about Newinbosch and shall take such steps with regard thereto as it may deem fit. The MHOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these Neighbourhood Rules or any conditions imposed by or directives given by the MHOA in terms of these Neighbourhood Rules, the Manager or Security Manager shall be entitled (without limiting any other rights afforded to them in terms of these Neighbourhood Rules) to impose a Fine as may be approved by the MHOA from time to time on the person concerned.
- 28.4 If the person concerned is a family member, guest, Tenant or other invitee of a Member, that Member will be liable for payment of such fine. Any fine imposed on a Member and/or his family members, Tenant, guest or other invitee shall be deemed to be a debt due and payable by the Member concerned to the MHOA forthwith on demand.

## **29 ENFORCEMENT OF THE NEIGHBOURHOOD RULES**

- 29.1 For purposes of the enforcement of any of the Neighbourhood Rules, the Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Neighbourhood Rules of which a Resident may be guilty, and the MHOA may take such action, including court proceedings, as it may deem fit.
- 29.2 In the event of any Member disputing the fact that he has committed a breach of any of the Neighbourhood Rules or in the event of any Member appealing against a penalty, an ad hoc committee comprising of 3 (three) Trustees, will be appointed by the Chairperson for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct. Proceedings will take place without legal representation.
- 29.3 Notwithstanding the above proceedings, the Trustees reserve the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the MHOA.

29.4 Notwithstanding the foregoing, the Trustees may in the name of the MHOA enforce the provisions of any Neighbourhood Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

### **30 GENERAL NEIGHBOURHOOD RULES**

30.1 Except in respect of facilities owned and developed by the Developer in terms of the Constitution and/or sold by the Developer to a third party, the MHOA shall have control of the use of all recreational and entertainment facilities and all other amenities on the Common Property of Newinbosch and the Trustees shall have the right to levy charges for the use thereof.

30.2 In general, where no specific Neighbourhood Rules have applicability, the Trustees reserve the right for the Manager to make Neighbourhood Rules from time to time that he may deem necessary subject to the approval of the Trustees.

30.3 The Trustees reserve the right to amend these Neighbourhood Rules from time to time in such manner as they deem necessary.

30.4 The Manager will publish any changes in the Neighbourhood Rules on the Website and on the Community Portal under Documents.

### **31 WAIVER AND INDEMNITY**

**31.1 The Resident, in his personal capacity and on behalf of all other persons and/or children in his care or under his control, hereby –**

**31.1.1 acknowledges that the use of any Common Areas and facilities on Newinbosch are associated with inherent risks and must be used with caution and that such Common Areas and facilities are used at own risk;**

**31.1.2 indemnifies –**

**31.1.2.1 the MHOA, its trustees, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers, and permitted assigns; and**

**31.1.2.2 the Developer, its directors, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers and permitted assigns,**

(each hereinafter referred to as an “Indemnified Party”);

**31.1.3** holds each Indemnified Party harmless against all and any death, injuries, losses, liabilities, claims, demands, judgements, damages, fines, suits, actions, costs, and expenses (hereinafter collectively referred to as “Loss”) based upon or resulting from any claim made against any Indemnified Party in respect of or in connection with or arising from the use of any Common Areas or facilities on Newinbosch, including waterbodies in Newinbosch, specifically including but not limited to consequential damages or loss suffered and including legal costs (on attorney and own client scale) incurred by the Indemnified Party.

**31.2** The Resident hereby waives any claims against the Indemnified Parties as a result of any Loss arising from the use of any Common Areas or facilities on Newinbosch, and the use thereof by the Resident, his family members, Visitors, invitees, or employees, and the Resident acknowledges that aspects or components of the Common Areas and/or facilities may from time to time have to undergo repairs and will not always be without defects, and the Resident confirms that he will not hold an Indemnified Party liable for any Loss so arising.

INITIAL: \_\_\_\_\_

## **32 ACCEPTANCE**

I, the undersigned

\_\_\_\_\_

Resident / employee of Erf/Sectional Title Number \_\_\_\_\_

hereby accept all these terms, conditions and rules. I also acknowledge that the Trustees do have the authority to amend the Neighbourhood Rules and the Neighbourhood Rules Transgression Chart (NRT) by virtue of the Constitution and I agree that I am equally bound by any changes made in good faith by the Trustees in the future to the Neighbourhood Rules and agree to abide by them. I understand that a copy of the latest amended version of the Neighbourhood Rules is available upon request from the MHOA and also on the Website and Community Portal.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

Place:

**Neighbourhood Rules Transgression Chart (NRT)**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PENALTY</b>
<b>1</b>	<b>DISTURBANCES (Warnings for First Offence)</b>	
a	Domestic noise (loud music, partying, etc): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc): Third Offence	R 1000.00
e	Domestic Animal noise disturbances (excessive dog barking)	R 1000.00
<b>2</b>	<b>DOMESTIC REFUSE &amp; WASTE (Warnings for First Offence)</b>	
a	Dustbins not kept in courtyard	R 300.00
b	Refuse, boxes and materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened	R 300.00
<b>3</b>	<b>ANIMALS</b>	
a	Dogs roaming/walking without a leash: First Offence	R 1000.00
b	Dogs roaming/walking without a leash: Second Offence	R 2000.00
c	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from Neighbourhood
d	Dogs attacking Residents, animals, contractors	Steps to remove animal from Neighbourhood
e	Dog & Cat defecating in public without cleaning up by owner	R 500.00
f	Dog & Cat not wearing tag	R 500.00
g	Cat causing nuisance to MHOA or other Residents: First Offence	Warning
h	Cat causing nuisance to MHOA or other Residents: Second Offence	R 1000.00
i	Cat causing nuisance to MHOA or other Residents: Third Offence	Steps to remove animal from Neighbourhood
j	Farm like animals, reptiles or any exotic pets/incorrect breed kept in Unit or on Erf	R 1000.00 and steps to remove animal from Neighbourhood
k	Failure to comply with the restrictions relating to the number of pets permitted within an Erf or Unit: First Offence	R 1000.00
l	Failure to comply with the restrictions relating to the number of pets permitted within an Erf or Unit: Second Offence	R2000.00
m	Failure to comply with the restrictions relating to the number of pets permitted within an Erf or Unit: Third Offence	Steps to remove animal from Neighbourhood

<b>4 RESIDENTS, DEVELOPER &amp; CONTRACTOR: EMPLOYEES (Warnings for First Offence)</b>		
a	Employees not enrolled on the Access control system	R 1000.00 per employee not enrolled
b	Contractors not confining themselves to their designated work areas	R 500.00

<b>5 TRAFFIC &amp; TRANSPORT VEHICLES</b>																						
a	<table border="1"> <thead> <tr> <th>Kilometres / hour</th> <th>1<sup>st</sup> Transgression</th> <th>2<sup>nd</sup> Transgression</th> <th>3<sup>rd</sup> Transgression</th> <th>4<sup>th</sup> Transgression</th> </tr> </thead> <tbody> <tr> <td>31 – 35 km/h</td> <td>R 500.00</td> <td>R1000.00</td> <td>R2 000.00</td> <td>R10 000.00</td> </tr> <tr> <td>36 – 40 km/h</td> <td>R1 000.00</td> <td>R2 000.00</td> <td>R4 000.00</td> <td>R10 000.00</td> </tr> <tr> <td>41km/h and above</td> <td>R2 000.00</td> <td>R4 000.00</td> <td>R5 000.00</td> <td>R10 000.00</td> </tr> </tbody> </table>	Kilometres / hour	1 <sup>st</sup> Transgression	2 <sup>nd</sup> Transgression	3 <sup>rd</sup> Transgression	4 <sup>th</sup> Transgression	31 – 35 km/h	R 500.00	R1000.00	R2 000.00	R10 000.00	36 – 40 km/h	R1 000.00	R2 000.00	R4 000.00	R10 000.00	41km/h and above	R2 000.00	R4 000.00	R5 000.00	R10 000.00	
	Kilometres / hour	1 <sup>st</sup> Transgression	2 <sup>nd</sup> Transgression	3 <sup>rd</sup> Transgression	4 <sup>th</sup> Transgression																	
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41km/h and above	R2 000.00	R4 000.00	R5 000.00	R10 000.00																		
b	Reckless driving (not abiding by traffic rules)	R 1000.00																				
c	Cutting Traffic Circles	R 500.00																				
d	Illegal parking & driving, e.g. verges, open areas, private parking lots, Hospitality Area	R 500.00																				
e	Caravans or Boats parked visible on driveway or road	R 500.00																				
f	Privately owned Vehicles not driven by a licensed driver: First Offence	R 1000.00																				
g	Privately owned Vehicles not driven by a licensed driver: Second offence	R 2000.00																				
h	Verbally abusing, disrespecting or challenging the Speed Control Officer	R 1000.00																				
<b>6 ENVIRONMENTAL</b>																						
a	Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven	R 1000.00																				
b	Burning of plant material or waste on private properties	R 1000.00																				
c	Oil spillages on roads	R 500.00 & Clean-up Cost																				
d	Damages to Neighbourhood Irrigation	R 1000.00 & Repair Cost																				
e	Illicit use of Neighbourhood Irrigation water	R 2000.00																				
f	Littering	R 300.00																				
g	Swimming in lakes/water bodies	R 1000.00																				
<b>7 SPORTING FACILITIES</b>																						
a	<ul style="list-style-type: none"> <li>Unsupervised children on tennis courts under 12 years</li> <li>Unsupervised children at other recreational facilities</li> </ul>	R 300.00																				
b	Children under 14 unsupervised in the pool area	R 500.00																				
c	Skateboarding / hoverboarding/ cycling on the tennis courts	R 500.00 & repair cost																				
<b>8 BUILDING &amp; AESTHETICS</b>																						
a	Alterations & Maintenance not in building hours	R 500.00																				
b	Alterations to existing properties without approval	R1000.00 & referred to ARC																				
c	Aesthetic additions to properties without approval	R1000.00 & referred to ARC																				

d	Non-approved plants & trees added to landscaping	R300 & referred to ARC
e	Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair – Refer to Neighbourhood Rule 26	After 48 hours' notice, R500.00
f	Maintenance of House and/or Garden not in accordance with a standard acceptable to the MHOA, 30-day Notice to comply	After 30-day notice, R500.00 per day of non-compliance
g	Trampoline including poles & safety netting visible from road / Common Property / other erven, 7-day Notice to comply	R300 per week of non-compliance
<b>9</b>	<b>DAMAGE AND VANDALISM</b>	
a	Damage to any property of the MHOA except as expressly otherwise stated elsewhere in this NRT chart	Repair cost
b	Damage to any electrical equipment on Newinbosch e.g. solar panel systems, inverters etc.	Repair cost
b	Delinquent behaviour & Vandalism to any MHOA, Neighbourhood buildings, equipment, landscaping, any park, private property, private building sites	Minimum of R 5000.00 or amount determined by the Trustees & repair cost
<b>10</b>	<b>TRESPASSING</b>	
a	Building sites without permission	R 500.00
b	Restricted areas	R 500.00
C	Privately owned Erven	R 500.00
<b>11</b>	<b>SHORT TERM RENTALS</b>	
a	Short term renting of property not conforming to Neighbourhood Rules: First Offence	R 2500.00
b	Short term renting of property not conforming to Neighbourhood Rules: Second Offence	R 5000.00
c	Short term renting of property not conforming to Neighbourhood Rules: Third Offence	Refer to Trustees
<b>12</b>	<b>GENERAL</b>	
a	Not generating codes for Visitors on Guest Enrolment system (more than 10 times per month)	R 30.00 (per pin code generated by Security)
b	Generating access code for a third party	R 1000.00

**LETTING GUIDELINES (SHORT TERM AND LONG TERM)**

**1. Owners' General Responsibilities**

- 1.1. The MHOA has to give its approval prior to any Unit being let.
- 1.2. The MHOA must approve the occupation in writing of a permanent Unit for financial gain as a rental (leasing) no matter how short the period is.
- 1.3. Short-term letting, i.e. for a period of 30 (thirty) days or less, will be allowed subject to the annual registration of the relevant Unit as a short-term letting Unit in terms of these Letting Guidelines and subject to Tenants complying with the MHOA's security protocols and the Letting Guidelines and in this regard –
  - 1.3.1. short term Tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;
  - 1.3.2. the Owner or the Owner's rental manager must register short term Tenants' details on the MHOA's online platform or other platform nominated by the MHOA and if this is not done the Unit will be deregistered as a short-term rental Unit; and
  - 1.3.3. a fee will be charged for registering each new short-term Tenant on the access control system; and
  - 1.3.4. the same MHOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the MHOA before access is extended.
- 1.4. Each Unit may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social Visitors from time to time. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Unit as accommodation, or to form a commune, or similar live-in arrangement. Where occupants of a Unit are not direct relatives, the number of occupants will be limited to 1 (one) person per bedroom, with no exceptions. Where occupants of a unit are part of the same family unit, the number of occupants will be limited to 2 (two) persons per bedroom.
- 1.5. Members or their agents shall give the MHOA prior written notice of any Tenants or guests who are to occupy the Members' residences in the absence of those Members. Every Tenant and/or guest shall be required to register at the offices of the Manager within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these Neighbourhood Rules and acknowledges that these Neighbourhood Rules are binding on him as well as the Gatehouse Enrolment & Indemnity.
- 1.6. If any Tenant, Visitor, employee or other invitee of any Member fails to comply with any of the provisions of these Neighbourhood Rules, the MHOA shall be entitled to deny that Tenant, Visitor, employee or other invitee access to Newinbosch.

## 1.7. Tenant Approval:

- 1.7.1. Members of the MHOA shall ensure that no Tenants are allowed occupancy on Newinbosch, unless such Tenants have been approved by the MHOA and the appropriate administration fee paid. The same MHOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the MHOA before access is extended.
  - 1.7.2. The proposed Tenants will be required to complete an application form provided by the MHOA as part of the official MHOA Tenant Leasing Procedure pack, which include all other required documents to be completed. A written undertaking must be given by such Tenant to comply with the provisions of both the Constitution and the rules and regulations made and determined in accordance therewith.
  - 1.7.3. The proposed Tenants will also be required to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the Security Manager and/or his delegate for the purpose of doing a criminal and/or background check.
  - 1.7.4. All required documentation, duly completed and signed, must reach the Newinbosch Master Homeowners' Association ("**MHOA**") offices at least 5 (five) Business Days before the Tenants' arrival. A fee of R250 per Tenant will be charged for registration on the access control system, which fee shall be subject to amendment by the MHOA from time to time.
  - 1.7.5. Owners have two options only, i.e. to manage the lease themselves, or to make use of Property Practitioners duly registered with the PPRA, with a valid FFC, who will be called Rental Managers ("**RM**") for the purposes of managing lease agreements on behalf of owners at Newinbosch Neighbourhood Estate. The said RM must duly register with the MHOA by providing the documentation as requested. The RM must be contactable by the MHOA and the MHOA Security Team 24 (twenty-four) hours per day during the lease period.
- 1.8. The NNR apply to, and are binding upon all Owners and Tenants/Guests ("**Tenant**"). Owners who intend to let their Units, or their appointed RM, shall furnish their Tenants with a copy of these Neighbourhood Rules. If Tenants, employees or other invitees of any Owner fail to comply with any of the provisions of the NNR, the MHOA shall be entitled to deny the Tenants, employee or other invitee access to the Neighbourhood.
- 1.9. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Unit as accommodation, or to form a commune, or similar live-in arrangement.
- 1.10. In the event that the number of unrelated occupants exceeds the number of parking bays linked to that specific unit, each Tenant must complete the Declaration as per **Annexure B** hereto as application and provide all relevant details prior to marketing the Unit for Letting.

- 1.11. Details of the names and contact details and other particulars of all Tenants, including arrival and departure dates, are to be provided either on the chosen platform of the MHOA or in the prescribed manner from time to time, *prior* to the anticipated arrival of the Tenants.
- 1.12. Tenants are to be met in person, either by the Owners themselves or the RM. Tenants may not simply be provided with keys and allowed to find their own way to the Unit. On departure, Tenants are to be seen off the premises either by the Owners or by their RM. Under no circumstances shall Management or the Security staff accept keys or possessions for temporary safekeeping.
- 1.13. Members must ensure that their Long Term Letting (“LTL”) Tenants adhere to all guidelines/rules with regards to pets, that they follow the Pet Application procedure and receive approval before bringing the animals into the Neighbourhood. Short Term Letting (“STL”) guests and Visitors are not allowed to bring any animals into the Neighbourhood, with the exception of a guide dog.
- 1.14. Parking arrangements are to be fully explained to Tenants, and the consequences of non-compliance emphasised.

The NNR stipulates in clauses 11.8.2 and 11.8.3:

*“The following property types on the Neighbourhood will be allowed to have the stated number of Vehicles for Residents:*

- 11.8.2.1 *freehold homesteads and townhouses: maximum of 2 Vehicles per homestead/townhouse, i.e. 1 in the garage and 1 in the driveway or 2 on the driveway if no garage;*
  - 11.8.2.2 *courtyard homes: maximum of 3 Vehicles per home, i.e. 1 in garage, 1 in driveway, 1 in flatlet parking;*
  - 11.8.2.3 *simplex units: maximum of 2 Vehicles in tandem provided they fit onto the driveway;*
  - 11.8.2.4 *apartment: Vehicles are limited to the number of bays linked to the relevant unit; and*
- 11.8.3 *Residents are not allowed to park on Visitors’ parking bays.*

- 1.15. Explanation of the operation of the pre-paid water and electricity systems, and arrangements for the payment for these utilities are matters for mutual agreement between the Owners/ RM and Tenants.
- 1.16. The addressing of any problems encountered by the Tenants during their stay is the responsibility of the Owners, except in the case of urgent safety and security issues, in which case they should be pursued directly with the security personnel.

Security personnel should not be approached for services other than those covered by their basic duties.

1.17. Building management will not address any non-critical issues directly with Tenants.

1.18. Any damage or loss caused to the MHOA and/or the relevant Body Corporate or Association, by the Tenants, if applicable, will be recovered from the Owner through their respective levy account.

## 2. **Short-Term Letting (“STL”)**

2.1. The MHOA must give its approval *prior* to any Unit being let on a STL basis, and must approve the occupation of a permanent unit for financial gain as a rental (leasing), in writing, no matter the period.

2.2. STL properties must be registered annually. Owners wishing to lease their property on a STL basis, must complete the form as per **Annexure A** hereto as application and provide all relevant details *prior* to marketing the Unit for Letting. A levy of R500 (five hundred rand) will be payable per application, per calendar year, which fee is subject to change by the MHOA.

2.3. The number of properties eligible for STL will be capped to 5% (five percent) of the total number of properties with occupation certificates within the Development at the time of the application. Thus, the allocation annually will be on a first come, first serve basis.

2.4. Short term letting, i.e. for 30 (thirty) days or less, will be allowed subject to Tenants complying with the MHOA’s security protocols from time to time in respect of such leases, which will include:

2.4.1. short term Tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;

2.4.2. the relevant written rental agreement has to be submitted to the MHOA as confirmation of the duration of stay;

2.4.3. a fee will be charged for registering each new short term Tenant on the access control system.

2.5. Tenant Approval:

2.5.1. Should a Unit be short-term let over a period of 1 (one) and/ or 2 (two) days, the RM for the particular Unit must facilitate access via the access control system by way of an access code issued by the owner to the Tenants. Should a Unit be short-term let over a period of 3 days or longer, the short term Tenant must register on the access control system for a fee of R250 (two hundred and fifty rand). The aforementioned fee is subject to change by the MHOA.

2.5.2. The Owner must ensure that municipal consent is obtained and proof thereof furnished to the MHOA and the relevant Body Corporate or Sectional

Title Scheme HOA (whichever is applicable/if applicable) in order to conduct the STL, before STL activities may commence.

2.6. Visitors of guests in STL accommodation will not be allowed access unless authorised by the RM or the owner of the unit.

2.7. Any infringement of the NNR, the Rules of the relevant Body Corporate or Sectional Title Scheme HOA (if applicable), or the guidelines contained in this document shall be subject to a fine in accordance with the following table:

11	SHORT TERM RENTALS	
a	Short term renting of property not conforming to Neighbourhood Rules: First Offence	R 2500.00
b	Short term renting of property not conforming to Neighbourhood Rules: Second Offence	R 5000.00
c	Short term renting of property not conforming to Neighbourhood Rules: Third Offence	Refer to Trustees

## Documents Required (duly completed and signed)

### 1. Registered Owner(s)

#### A. Long Term Letting (“LTL”)

In the case of LTL, the owner needs to inform the MHOA via email to the email addresses listed below, of their intention to lease their unit and inform the details of the RM where one has been appointed.

#### B. Short Term Rentals (“STL”)

- Annexure A
- Copy of Identity Document (ID)

*Where the Registered Owner is a juristic entity, registration documents, resolutions and other applicable documents must accompany the application to confirm ownership and authorisation.*

### 2. Rental Manager (STL and LTL)

- Valid Fidelity Fund Certificate (FFC) of the franchise
- Valid FFC and ID of Principal Property Practitioner
- Valid FFC, ID and letter of good standing from SARS for the appointed RM.
- A letter on the letterhead of the franchise requesting access for the named RM, signed by the RM and Principal Property Practitioner.

### 3. Tenants

- Tenant Application Form
- Lease agreement
- Copy of IDs of all Tenants

In addition to the above, LTL Tenants must also provide:

- Results of Criminal Check (not older than 2 months)
- Reference checks
- Pet Application Forms, where applicable, co-signed by the Owner.

All documents must be forwarded to the following email addresses at least 5 Business Days before the Tenants arrival:

Pam Golding:

llyaas.salie@pamgolding.co.za

pgpms.pa7@pamgolding.co.za

Newinbosch Neighbourhood Estate Manager:

manager@newinbosch.co.za

**Annexure A: STL Letting Application Form**

*(not applicable to LTL)*

**Unit Details**

<b>Erf No. / Section No</b>	
<b>Scheme / Association (whichever is applicable)</b>	

**Registered Owner\***

<b>Name and Surname</b>	
<b>Identity Number</b>	
<b>Contact Telephone Numbers</b>	
<b>Email address</b>	

*\*Where the Registered Owner is a juristic entity, registration documents, resolutions and other applicable documents must accompany the application to confirm ownership and authorisation.*

**Rental Manager (if applicable)**

<b>Name and Surname</b>	
<b>Identity Number</b>	
<b>Contact Telephone Numbers</b>	
<b>Email address</b>	

**Additional Information**

<b>Year applied for</b>	
-------------------------	--

*I, the undersigned Owner, hereby apply for annual authorisation from the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable), to let my aforesaid Unit (as specified in the NNR) for the year stated above.*

*I acknowledge that the continuing authorisation of the relevant trustees for these short lets is contingent on the arrangement proving unproblematic for such trustees, building management, security personnel and all other residents of the relevant community scheme.*

*I accept that if the relevant trustees decide that this authorisation should be retracted, such a decision is fully within the powers of the trustee body, and their decision will be regarded as final. Brief reasons will be provided for such a decision.*

*I acknowledge that I will hold myself responsible for making good any loss or damage caused to the Newinbosch Neighbourhood and/or the relevant Body Corporate or Association having jurisdiction over the Unit (whichever is applicable) by the actions or misbehaviour of my guests. The decision of the trustees regarding the issue of responsibility will be binding on me.*

*I acknowledge that municipal consent must be obtained and proof thereof furnished to the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable) in order to conduct the STL, before STL activities may commence.*

*I accept full responsibility for complying with all requirements as laid out in the Constitution, the rules of the MHOA, and/or the Rules of the relevant Body Corporate or Association, and for imposing the relevant responsibilities on my guests.”*

<b>Name and Surname</b>	
<b>Place of Signature</b>	
<b>Date of Signature</b>	
<b>Signature</b>	

***We wish your Tenants a very happy stay at Newinbosch Neighbourhood!***

## **Annexure B: Occupancy and Parking Declaration**

We, the undersigned Tenant(s) (“the Tenants”), occupying:

Erf/Unit No.: \_\_\_\_\_

Body Corporate Name (if applicable): \_\_\_\_\_

situated within the Newinbosch Neighbourhood and forming part of the Newinbosch Master Homeowners’ Association (“the MHOA”), hereby make the following declaration:

- The Tenants confirm that the unit is occupied by \_\_\_\_\_ individual(s), in accordance with the applicable Neighbourhood Rules and any approved exceptions.
- The Tenants acknowledge that the unit has \_\_\_\_\_ allocated parking bay(s).
- The Tenants confirm that the number of Vehicles to be kept, parked, or regularly brought into the Neighbourhood shall not exceed \_\_\_\_\_ Vehicle(s), corresponding with the allocated or otherwise approved parking.

### **UNDERTAKING**

The Tenants hereby irrevocably undertake that:

- No additional Vehicles exceeding the approved number will be brought into, parked, or stored within the Neighbourhood on a regular or ongoing basis;
- No unauthorised parking will occur in Visitor bays, Common Areas , or any other areas not designated or approved for such use;
- Any additional parking required will be formally secured and approved by the MHOA and Body Corporate, where applicable, with proof thereof submitted in advance.

### **ACKNOWLEDGEMENT OF RULES**

The Tenants confirm that they have read and understand all applicable Rules, Policies, and Regulations, as amended from time to time, of the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable), and agree to be bound by them, as amended from time to time.

### **BREACH AND ENFORCEMENT**

The Tenants acknowledge that any breach of this Declaration and/or the abovementioned Rules, Policies, and Regulations, may result in enforcement action by the MHOA and the

relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable), including but not limited to:

- the imposition of penalties or fines;
- the clamping or removal of unauthorised Vehicles; and/or
- any other remedies available to the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable), in terms of its governing documents.

**DURATION**

This Declaration shall remain binding for the duration of the Tenants' occupation of the unit, irrespective of the lease agreement, including any renewal, extension, or continuation thereof, and shall continue to apply until such time as it is replaced or expressly withdrawn in writing by the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable).

**GENERAL**

This Declaration is in addition to, and not in substitution of, any obligations contained in the lease agreement or the abovementioned Rules, Policies, and Regulations.

**Signed at** \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Tenant Name & Signature: \_\_\_\_\_

Tenant Name & Signature: \_\_\_\_\_

Tenant Name & Signature: \_\_\_\_\_

(Additional Tenants to sign where applicable)