

## **HOME OWNERS' ASSOCIATION**

### **INTRODUCTION**

It is a condition of title of all properties in Somerset Park that the owner of each and every property or sectional title unit becomes a member of the **SOMERSET PARK HOME OWNERS' ASSOCIATION**.

The purpose of your Association is to establish, structure and maintain a policy of uniformity and happy co-existence within Somerset Park. Your Association and you as its Members are governed by the Association's legally registered Articles of Association. These Articles of Association empower the Directors of the Association to make House Rules dealing with the standards, control and management of Somerset Park and with the enforcing of -

- The articles of Association
- The House Rules
- The Building Design Code applicable to Somerset Park which Members are obliged to comply with in terms of their title deed conditions;
- Any directive lawfully given by your Association

What follows are the House Rules, which have been adopted by the Directors after an in-depth consideration of all relevant issues and which are subject to amendment from time to time as the Directors may deem necessary.

## **HOUSE RULES**

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 "Association" - means the Somerset Park Home Owners' Association No.98/05649/08;
- 1.2 "Articles of Association" - means the Associations' duly registered Articles of Association.
- 1.3 "Member" - means an Owner, the Developer during the Development Period and a Body Corporate as defined in terms of the Sectional Titles Act No. 95 of 1985;
- 1.4 "Building Design Code" - means the Design Guidelines, which set out the standards, conditions and specifications imposed by the Developer and the Association for structures within Somerset Park;
- 1.5 "property" - means an immovable property situated in Somerset Park and includes a sectional title unit in terms of the Sectional Titles Act No. 95 of 1986.

In these Rules, unless the context clearly indicates otherwise, any word herein contained and not herein defined, shall have the same meaning as that given in terms of the Articles of Association.

Should there be any conflict between the provisions of these House Rules and the provisions of the Articles of Association, then the provisions of the Association of Association shall apply.

### **2. APPLICATION OF THESE RULES**

- 2.1 These Rules shall from the date of promulgation apply to all Members.
- 2.1 Any contravention of these Rules by any employee, contractor, invitee, Lessee or any person acting on the authority of or through a Member shall be deemed to be a contravention by the Member, but the Association may without prejudice to its rights against the Member, take such steps against it person actually committing the contravention as it deems necessary.

### **3. LEVIES**

- 3.1 In terms of the provisions of Article 4 of the Articles of Association, levies are payable by Members annually in advance on the first of each financial year.
- 3.2 Any levies not paid within 7 days of due date shall bear interest at 3% above the prime overdraft rate charged by The Standard Bank of Southern Africa Ltd. from time to time. Such interest shall be applied to the full amount overdue from the due date to the date of payment, both dates inclusive.
- 3.3 Levy amounts may not be withheld or reduced to off-set against any real or perceived non-provision of services nor for any other reason whatsoever.

### **4. USE OF DWELLINGS AND PROPERTIES**

- 4.1 The maximum number of persons permitted to occupy any dwelling within Somerset Park shall be the number of bedrooms in such dwelling multiplied by two.
- 4.2 No trading or business activity shall be conducted from any dwelling or property unless zoned for such purpose.
- 4.3 Clothing, linen and general washing shall be hung out to dry in such a manner so as not to be directly visible from the view of the public or neighbours.
- 4.4 No harmful or inflammable substances shall be kept on any property other than in such quantities as may reasonably be required for domestic purposes.
- 4.5 No commercial advertising of any nature shall be allowed on or in front of any property save that on "For Sale" or "To Let" sign at any given time may be erected on the verge in front of a property.

4.6 In compliance with the conditions of title relating to all properties, a Member shall abide by the Building Design Code applicable from time to time.

#### **5. UPKEEP AND MAINTENANCE OF PROPERTIES**

5.1 All fences, driveways, structures and the exteriors of all buildings on properties shall be maintained by the Member in good and proper order and condition.

5.2 All gardens shall be maintained by the Member in good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity or amenity of neighbouring properties or of Somerset Park in general.

#### **6. PETS**

6.1 Pets shall be adequately contained within the Member's property and shall not be allowed to roam freely outside thereof.

6.2 Members shall ensure that their pets do not cause a nuisance or disturbance or annoyance which in the opinion of the Association constitutes an interference to the peaceful enjoyment by any other Member of his property or of the environment.

#### **7. VEHICLES**

7.1 No Member shall operate any form of motorised transport upon any place within Somerset Park other than on a road or driveway.

7.2 No vehicle shall be parked, stored or left unattended within Somerset Park other than at a place property set aside for such purpose.

7.3 The parking or storing of caravans, boats, trailers or the suchlike on properties shall be in such a manner so as not to be directly visible from the view of the public or neighbours.

#### **8. NATURE CONSERVATION**

8.1 No Member shall willfully disturb, harm, or destroy any wild animal, insect, reptile, bird or plant material within Somerset Park.

8.2 No Member shall light any fire in Somerset Park other than at a place designated for that purpose and subject to proper fire control measures.

8.3 No snares, traps or the such like shall be permitted in Somerset Park.

8.4 No dumping or littering of any nature whatsoever shall be permitted in Somerset Park.

8.5 No animal, bird or reptile may be slaughtered within Somerset Park and no meat, skin, fish or carcass may be hung up to dry or cure within Somerset Park.

#### **9. FIREARMS AND FIREWORKS**

9.1 The lighting or letting off of fireworks within Somerset Park shall be prohibited without the express written permission of the Association;

9.2 No Member shall discharge any firearm, air-gun or other lethal or dangerous weapon within Somerset Park other than in self-defence.

#### **10. NUISANCE**

10.1 No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their properties or of the general amenities of Somerset Park.

10.2 No Member shall use any area within Somerset Park in such a manner as will detrimentally effect the use and enjoyment of the amenities of Somerset Park by other Members.

#### **11. LAWS & BY-LAWS**

Members shall at all time times ensure that their conduct and that their properties and the structures thereon comply with all laws applicable from time to time.

#### **12. FINES**

12.1 Insofar as the Articles of Association contemplate the Directors imposing fines upon a Member pursuant to a breach of the Articles of Association and/or the House Rules and/or the Building Design Code and/or of any directive of the Association, the Directors set out hereunder, as a guide only, the following categories and scales of fines:

<b><u>OFFENCE</u></b>	<b><u>FIRST OFFENCE</u></b>	<b><u>SECOND OFFENCE OR DISREGARD OF IMPOSITION</u></b>
a) Technical breach without malice	R100	R200
b) Non-compliance	R250	R500
c) Blatant disregard	R500	R1000

12.2 The abovementioned fines and categories of offences shall be subject to Amendment by the Directors from time to time at their discretion.

#### **13. BREACH**

13.1 Should any Member breach any of the Articles of Association and/or of the House Rules and/or any provisions of the Building Design Code and/or any directive lawfully given by the Association then the Association shall give the owner written notice to remedy such breach within a period of time which the Association in its sole discretion deems reasonable given the nature of the breach.

13.2 Such written notice shall be sent by the Association to the Member at the Member's address of record as furnished by the Member to the Association. If sent by prepaid registered post to such address then it shall be deemed to have been received on the fourth day after posting and if delivered by hand to such address, then on the date of delivery.

13.3 Should the owner fail to remedy the breach within the time stated in the said notice then the Association at its sole discretion shall be entitled to:

13.3.1 impose a fine upon the Member which shall be deemed to be a debt due by the Member to the Association and which shall be recoverable by ordinary civil process as provided for in Article of the Articles of Association; and/or

13.3.2 refer the matter to arbitration as provided for in Article 30 of the Articles of Association; and/or

13.3.3 proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in Article 5.4 of the Articles of Association; and/or

13.3.4 proceed with the carrying out of any work or the doing of any thing which the Association has called upon the Member to do, the cost of which shall be deemed to be a debt due by the Member to the Association; and/or

13.3.5 take such other action as may lawfully be available to the Association.

**TO BE NOTED**

- As per the Municipal by-laws owners must only develop or plant the verges outside their properties up to 1.10metres from the road edge so as not to hinder pedestrians and to allow for use of emergency vehicles
- Owners who have paid verge deposits when building are reminded to claim their refund of the deposit once the verge is in good order
- Invasive plants (Conservation of Agricultural Resources Act no. 43 of 1983) MUST be eradicated - a list is available from the Metro
- The Municipality is responsible for the cutting of the Green Belt five times annually and the staff employed by the Association attend to the maintenance in between - owners must not interfere with the employees under any circumstances
- Owners are encouraged to report the illegal riding of ANY motorised vehicle on the Green Belt
- Post boxes in Somerset Park are available on application from the Post Office
- Street delivery by the Post Office is carried out and owners are advised to install postboxes at their properties for this service
- The onus is on owners who intend selling their properties to advise estate agents and prospective purchasers of the existence of the Association