



GOVERNING (CONDUCT) RULES

**MADE IN TERMS OF THE
CONSTITUTION OF THE
ZEVENBOSCH HOMEOWNERS
ASSOCIATION**

VALID AS FROM APPROVAL

INTRODUCTION

Zevenbosch Estate has been designed primarily as a residential estate to provide a gracious and secure lifestyle for its residents and members. To protect and enhance this lifestyle, Governing Rules have been established in terms of the Homeowners Constitution of the Association.

These rules are not established to limit member's lifestyle and investment, but rather to protect them. They are binding on all persons at or visiting Zevenbosch Estate, as are decisions properly taken by the Trustees in administering them.

The registered owners of properties are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include trades person's

suppliers, are aware of and abide by the Governing Rules.

Tenants have the same responsibility with respect to their household, visitors, invitees, and employees. The Governing Rules may be modified, amended, or repealed from time to time subject to the procedure laid down in the Homeowners Association Constitution.

The HOA Trustees also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Fines, so imposed, shall be deemed to be part of the levy due by the Owner. Further, the HOA Trustees may enforce the provisions of any rule by application to an appropriate court of law.

INDEX

INTRODUCTION

SECTION A DEFINITIONS, INTERPRETATIONS AND DELEGATION

SECTION B SANITARY SERVICES / REFUSE DISPOSAL/ LITTERING

SECTION C DOMESTIC ANIMALS

SECTION D TRAFFIC, PARKING & PEDESTRIANS

SECTION E OPEN SPACE AND ENVIRONMENTAL

SECTION F BRAAING RULES

SECTION G LETTING/SELLING OR OCCUPATION OF PROPERTIES BY MEMBER'S GUESTS

SECTION H CONDUCT ON THE PALMS ESTATE

SECTION I DOMESTIC STAFF

SECTION J COMMERCIAL ACTIVITY

SECTION K APPEARANCE FROM OUTSIDE

SECTION L ERADICATION OF PESTS

SECTION M LEVIES

SECTION N EXCLUSIVE USE AREAS AND COMMON PROPERTY

SECTION O BUILDING / RENOVATIONS

SECTION P SERVICE PROVIDERS

SECTION Q CLEARANCE OR OTHER CERTIFICATES

SECTION R FINES AND PENALTIES

SECTION S BOARD DETERMINATION FINAL AND BINDING

SECTION A DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

1. In these Governing Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Association shall bear the same meaning in these Governing Rules as in the Constitution's.
2. Unless the context *requires otherwise*, any expressions in the singular also denote the plural, and vice versa, and words imparting any one gender only shall include the *other* gender as well as juristic persons.
3. In particular, the following words and phrases shall, unless the context requires otherwise, have the meanings given below:
 - **The Homeowners Association (HOA)** means The Zevenbosch Homeowners Owners Association, an association not for gain, constituted in terms of Section 61 of the City of Cape Town Planning By-Law, 2015.
 - **The Common Property** means the land owned by the Association and will include all amenities and services (whether Municipal or otherwise) constructed within or upon the Common Property.
 - **Zevenbosch HOA** means the entire Development, including the Communal Property and Land Units.. The estate means the entire development.
 - **Member** means a member of the Association. The term "Member" generally has the same meaning as "Homeowner" and "Unit Owner", but is more exact and ties in with the Constitution. For this reason, "Member" is used in preference to "Homeowner", or "Owner".
 - **Trustees** means the Trustees, from time to time, of the HOA, as provided for in terms of the provisions of this Constitution.
 - **Vehicle** means any form of conveyance, whether self-propelled, or drawn by machine, animal, or human agency.
 - **Section** means any dwelling. This includes the freehold own title houses.
4. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these Governing Rules. In the event of any breach of the Governing Rules by the Members, members of his household, employees, tenants, invitees and guests, or by members of his tenant's Governing Rules, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.
5. If any of these rules are in conflict with the provisions of the Constitution or any Regulations made thereunder, including these Governing Rules, the provisions of the Constitution and Regulations of the Associations shall take precedence.

SECTION B SANITARY SERVICES / REFUSE DISPOSAL/ LITTERING

1. All refuse shall only be placed by a resident in the bins in the allocated refuse areas (if any) on the estate. This is to help prevent the infestation of flies and vermin on the estate and ensure that the estate meets all environmental and health and safety requirements.

2. Wet domestic refuse (including food scraps, dirty containers, and all non-recyclable items) must be securely wrapped in leak proof plastic bags that are tied or sealed. No refuse may be dumped on the refuse floor area or emptied out into the bins without being sealed in a plastic bag.
3. The resident shall maintain a hygienic and dry condition depot for refuse.
4. No garbage receptacle or plastic bags may be placed where visible from any other part of the common property. No garbage may be left outside on the common property, outside a refuse area or not in the appropriate bin in the refuse area. It is recorded that, should the municipal truck for refuse enter the estate for collection, clearly marked bins are to be placed on the driveway on the morning of refuse removal day, and are to be returned to the property by the owner, placed behind the wall, unseen from common property on the same day.
5. The refuse area and the refuse bins are for domestic waste only as defined by Council. All other waste including damaged furniture and garden tools, windowpanes and other sheet glass, old appliances etc. (not only limited to these mentioned), must be disposed by the owner at the Municipal refuse dump.
6. Building rubble and items must be taken by the owner/builder of the premises.
7. A resident of any house shall not deposit, throw, or permit or allow to be deposited or thrown on the common property or in the sewers any rubbish, including dirt, cigarette butts, food scraps, cans, bottles, wrappers, containers, nappies, animal excretions or any other litter whatsoever.
8. The HOA reserve the right to sanction any resident in breach or non-compliance of these rules and charge owners for any costs relating to the cleaning up of any mess made or damage caused, and recover any charges levied by Council or other body.
9. Bins may not be placed/stored in a manner that they are visible from the street. Retractable washing lines are the only washing lines that will be permitted. Washing lines may not be installed in a manner in which they are visible from common property. Washing lines are to be installed lower than the height of the boundary wall surrounding the property.

SECTION C DOMESTIC ANIMALS

1. Unless confirmed otherwise in writing by the Homeowners Association, domestic animals shall be limited to three pets (2 species maximum) per house and may be kept only by owners and long-term tenants with a lease of 30 days or more.
2. In the interest of the health of all our pets, yours must all be spayed/neutered, and you must lodge copies of current inoculation records with the managing agents. All animals must have collars and tags with their owners' detail on. Chip implants, are also recommended.
3. Applications for the privilege to keep pets must be submitted, and approval obtained from the Managing Agents **before** pets are brought into the estate. If not, you will be fined.
4. As the HOA only allowed Three PETS per house. Aggressive, noisy or unsociable pets will not be allowed into the estate and must be removed from the estate when requested to by the HOA. Certain breeds of dogs will require the approval of a behavioral expert approved by the estate. The decision/ discretion of the trustees and/ or the managing agents will be final and binding.
5. Certain pets, like snakes, rats, noisy birds, wild animals, goats and farm animals are not allowed.

6. No animals, reptiles, birds (other than a bird in a cage) shall be kept or harbored in any unit unless expressly authorized in writing by the Trustee Committee. When granting such authority, the Trustee Committee may prescribe any reasonable condition that may apply in relation thereto. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority. The decision of the trustees will be final and binding.
7. The estate is pet friendly, but pets may only be brought onto the estate under very strict conditions. Keeping pets in the estate is a privilege and not a right.
8. Pets must be correctly registered and approved by the HOA before entering the estate, failing which the HOA may charge the owner a penalty fee of per day per pet until the requirements are fully met. The resident must provide all the necessary information and sign the required documentation, including:
9. Evidence that the pet is identifiable by a collar with an identity tag containing the contact telephone number and pet's name. The pet should be micro chipped if possible and the details of the microchip should be sent to the office of the managing agents.
10. Approval by the Homeowners Association for a resident to keep a pet does not constitute approval of the suitability of the pet and the resident indemnifies the HOA against any claim, loss or damage it may incur that is caused by the pet while on the estate.
11. Approval for a pet to be on the estate is subject to the following conditions and limitations, and the trustees may amend or add to these requirements:
12. No excessive barking or uncontrolled barking, howling, whining etc. is allowed. Anything in excess of fifteen minutes continuously is regarded as excessive.
13. No dog shall be allowed on any portion of the Common Property unless under strict control and on a leash.
14. No pet is allowed on the estate if it is, or can be perceived to be, a hindrance, a danger or threat to the safety of other residents, visitors, service providers, other persons or pets.
15. No pet that shows aggressive behaviour is allowed, irrespective of size or type of pet.
16. Approval will only be given where the HOA is satisfied that the pet appears to be safe to bring into the estate.
17. Residents may be required to take their pet to appropriate and approved training if requested by the HOA to correct unacceptable or aggressive behaviour, at the resident's expense.
18. No pet that causes or can cause damage to any property, including damage to gardens and common property gardens is allowed. Residents are liable for any damage or injury caused by their pet to any property, resident or their pets, visitors, employees and all other persons on the estate.
19. No large pet, may be kept in a small garden, to be fair to the pets. The trustees may determine if a garden is large enough for the particular pet or pets in each case, calling upon an animal expert for advice if necessary (cost for owner/tenant expense). The general guideline, at the discretion of the trustees on size is a maximum of 60cm in height, measured from the ground to the middle of the back (Dogs). The trustees reserve the right to decline aggressive breeds of dogs at their sole discretion.
20. Other pets permitted are limited to fish kept in no more than two aquariums and up to two hamsters or mice in a cage. Up to two small birds kept in a cage are allowed, provided that

they do not cause a disturbance.

21. No other types of pets or animals will be allowed on the estate without special permission from the HOA. Specifically excluded are all reptiles, snakes, noisy birds like parrots, macaws and parakeets, pigs, other farm animals and any wild or exotic animals.
22. Residents shall ensure that their pets do not foul any of the common property, including the gardens and driveways.
23. Residents must ensure that all excrement is removed from the gardens, the communal areas and their erf every day to ensure hygienic conditions are maintained and to enable the garden service to attend to the garden or maintenance workers to enter the garden area and as a courtesy to your neighbours.
24. Should any pet foul any property while being walked, the resident of the home to which the pet belongs shall immediately remove all excrement or other mess left by such pet and discard at their respective home.
25. If the resident fails to clean up in their garden or on the common property as required the resident shall be charged a fee and a fine (determined by the trustees), each time the HOA has to clean up.
26. The resident grants the HOA the right, should a pet be left abandoned, unattended or unsupervised for 24 hours or more, not provided with adequate shelter, food and water at all times or abused or mistreated or found running around the estate or contravening any Council bylaws, to be removed by the HOA or appropriate authorities, on instruction of the trustees, after urgent notice to the resident by phone, SMS or email and/or to levy a fee per day. The HOA is entitled to recover all costs from the owner.
27. The following shall apply to residents who contravene these pet rules:
 - (a) On receipt of the first written complaint, or upon becoming aware of a contravention, the HOA will, through the trustees/ managing agents, confirm that the contravention occurred and attempt to remedy the situation by a written warning.
 - (b) If the contravention is not resolved as above, or resolved, but there is a reoccurrence of the breach of the rule, the owner will be fined. The trustees reserve the right to determine the amount of the fines. The trustees also reserve the right to have the pet removed from the estate.
 - (c) Permission for the owner/ resident to have any further pets on the estate at any time may also be withdrawn at the discretion of the trustees.
 - (d) If the pet is not removed, the Homeowners Association shall be entitled to charge the owner a sum of up to R1 000 per day for every day thereafter until the pet is removed.
 - (e) The HOA may withdraw any pet approval at any time in the event of any breach or non-compliance with any of the other Governing Rules after due process has been followed.
 - (f) Owners who had more than three pets, due to formal approval from the developer in writing, may keep the excess pets but may not replace them. Proof of permission being granted by the developer must be provided for this.

SECTION D TRAFFIC, PARKING & PEDESTRIANS

1. No vehicles shall enter or leave Zevenbosh HOA at any point except at the entrance/ exit gates, except in special circumstances and then only with the consent of the HOA. Non-Members and tenants are required to sign a copy of these governing rules, stating that they will abide by the provisions of the Rules, regulations and Constitution of The Zevenbosch Homeowners Association.
2. All vehicles entering Zevenbosch Estate shall stop at the vehicle entrance.
3. No vehicle of any visitor shall enter Zevenbosch unless admitted by the guard on duty at the gate.
4. The movement and control of traffic and pedestrians is subject to the security rules and regulations of Zevenbosch Estate
5. Only members and tenants, registered on the security system, are allowed to enter Zevenbosch Estate. All other visitors are required to report to the security guard(s), to allow entrance to estate through the necessary protocols and security procedures.
6. Heavy deliveries are not permitted without the consent of the HOA on Sundays or public holidays, nor before 08h00 and after 17h00 on weekdays.
7. Large commercial /Construction and delivery vehicles may only use the allocated / designated entrance.
8. Motorized vehicles shall be driven on Zevenbosch Estate roads only by persons who hold a valid current driver's license which would permit them to drive that vehicle on a public road within South Africa. Such vehicles must also bear a current motor vehicle license.
9. No person shall drive any vehicle on any road within Zevenbosch Estate at a speed in excess of 15 km per hour. A lower speed limit may be imposed by the HOA where appropriate. Zevenbosch Estate cannot be held responsible for damages to vehicles due to special or customized designs, including excessive low-profile tires or lowered suspensions.
10. Animals and children shall have the right of way at all times within Zevenbosch Estate and vehicles shall be brought to a stop whenever necessary.
11. The HOA may, by means, of appropriate signage designed specifically for Zevenbosch Estate, give direction as to the use of roads or any portion of the roads or Common Property and failure by any person to obey this signage shall be a contravention of these Governing Rules.
12. No person shall drive or ride any vehicle within Zevenbosch Estate in such a manner that would constitute an offence under the relevant traffic ordinance
13. Houses/ units must be used for the needs of the owners or possible tenants. No provision was made for parking of caravans, boats, trailers etc. Thus, no person shall store or park any vehicle, boat, caravan, trailer or the like; on any portion of the Common Property, or any driveway. Visitors need to park on dedicated visitor parking and at no event on the sidewalks.
14. No drones or any means of aerial conveyance may be used at any place in Zevenbosch Estate, without the authority of the HOA.

15. Trustees, or any such other person authorized by them, may cause to be removed or towed away, or its wheels to be clamped at the risk and expense of the owner and / or driver of the vehicle, including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
16. The owner and/or occupier and/or his visitor, guest, employee or contractor shall at all times: adhere to the speed limit imposed by HOA, (15 km/h) which will also be applicable on the Property; and keep a proper lookout for other vehicles and pedestrians when driving; and park in such a manner as to allow sufficient space for access to other properties on the estate;
17. Vehicles may only be parked in designated allocated parking bays. Owners/ residents may not park on allocated visitors parking bays. No parking on the communal areas will be allowed. When all the visitors' parking bays are occupied, the overflow of more visitors should park outside the complex. The wheels of any vehicle that is parked illegally, will be clamped. A clamp release fee, as determine from time to time by the trustees, will be payable. The clamp will only be released once the owner/ resident has shown the security guard, proof of payment of the clamp release fee; to the bank account of the HOA.
18. "Vehicle" means a motorcar or light vehicle or motorcycle, including a kombi and a station wagon. Commercial vehicles, stock cars, boats, caravans, trailers and the like, are not allowed on the premises.
19. Owners/ tenants/ visitors to ensure that their vehicles do not leak oil or any other fluids on their drive ways and/ or the common property;
20. Nobody may engage in or allow the disassembling of vehicles or major repair work to any vehicle in their drive ways or the Common Property. The decision of "Major repairs" is in the absolute discretion of the trustees;
21. Garages, may only be used for the storage of motor vehicles, motorbikes and bicycles;
22. Owners/ tenants/ visitors not to allow horns of vehicles to be sounded apart from in situations of imminent danger or emergency.
23. The Trustees have the discretion to prohibit vehicles that make excessive noise from entering the Estate; The Trustees may arrange for any vehicle to be removed, at the risk and cost of the owner, in the event of noncompliance with the above rules.
24. No sleeping in vehicles will be allowed.

SECTION E OPEN SPACE AND ENVIRONMENTAL CONTROL / DAMAGE TO COMMON PROPERTY

1. The HOA shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the Erven, Common Property, the erection of walls, fences and hedges and shall have the right to trim hedges and trees etc.
2. No person shall do anything that unreasonably interfere with the use and enjoyment of the Common Property by others.
3. No **person** shall discard any litter or any item of any nature whatsoever in Zevenbosch Estate except in receptacles set aside for this purpose by the HOA.
4. No camping and/or picnicking in the Estate shall be permitted.

5. No person shall do any gardening or landscaping on the Common Property without the express prior written permission of the HOA in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorized by the HOA to do so, pick or plant any flowers or plants on the Common Property.
6. No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere within Zevenbosch Estate except in self-defense.
7. In the interest of the effective management of the water resources at Zevenbosch Estate, no owner may sink a borehole, without the prior written consent of the HOA.
8. Any activity, sport or game e.g. soccer, cricket, rugby, hockey etc. which can cause damage to the Common Property, and/or is a nuisance to the neighborhood is prohibited. Parents are at all times responsible for their children.
9. The owner and/or occupier of a Section may not, without the Trustees' prior written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
10. An owner and/or occupier of a Section may install a locking device, burglar gates and bars, or safety device to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the Trustees. The Trustees' approval is required to be obtained in writing, prior to such installation.

SECTION F BRAAIING RULES

1. There are no communal braai facilities, no braaiing on common property is permitted.

SECTION G SELLING / LETTING OR OCCUPATION OF PROPERTIES BY MEMBER'S GUESTS

1. An Owner must ensure that all members of her or his family and her or his tenants, boarders, visitors, employees, building contractors, subcontractors, service providers and delivery persons to her or his property comply with these Rules, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy.
2. If an Owner sells or lets her or his property or any part thereof, she or he must ensure that the buyer, tenant or boarder is provided with a copy of these Rules.
3. An Owner may not use her or his property or any part of the Private Open Spaces or Common Facilities, or permit it to be used, in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the Estate.
4. A Property Practitioner may operate on a "by appointment" basis only and must adhere to the security arrangements in place.
5. Property Practitioner signage must be in accordance with the regulations determined by The Trustees of the HOA and may be erected only after the written approval has been obtained from the Managing Agent.
6. No "For Sale" or "To Let" signs are permitted other than on show days.
7. If a property is on show on a particular day, the Property Practitioner concerned –

- a. may erect "On Show" signs on the sidewalk at the property on the show day only; and
 - b. "On Show" signs must be removed by 17:00 the show day.
 - c. The rules and regulations shall apply to the letting and occupation of property.
8. Tenants to whom properties are let or leased are obliged to abide by all of the *Governing Rules*, regulations and requirements of the *Constitution* of Zevenbosch Estate. The agent and/or owner letting a property is obliged to supply the tenants with copies of the *Constitution* and *Governing Rules*.
 9. Access to the Estate may be denied to tenants, members of their household, invitees, employees or guests should the tenant or anyone for whom the tenant is responsible, transgress the *Constitution*, *Governing Rules* or any other rules, Regulations or By-Laws of Council. Owners remain liable for the transgressions of their tenants.

SECTION H CONDUCT AT ZEVENBOSCH

1. No garments, household linen or washing of any nature, may be hung or placed anywhere to dry except in a drying yard or such other area designed for such purpose. Washing lines must in the case of Erven NOT be visible from the outside.
2. The igniting of fireworks is not permitted in Zevenbosch Estate
3. The owner or occupier of a sections must not, without the trustees written consent, store a flammable substance in a section or on the common property unless the substance is in use or intended for use for domestic purposes; this does not apply to the storage of fuel or gas in the fuel tank of a vehicle, boat, generator or engine or gas cylinders kept for domestic purposes.
4. No person shall make or cause to make any unacceptable disturbance or excessive or undue noise which constitutes a nuisance to other persons.
5. Burglar alarms must comply with any regulations which the HOA may institute from time to time.
6. All vehicles, but particularly motorcycles, must have efficient silencer systems.
7. The use of noisy machinery and power tools *in the open* outside of normal working hours must be avoided **except in exceptional circumstances**. All building work, whether undertaken by a contractor or by the HOA, must be done during the hours stipulated by the association from time to time for building contractors, unless written approval for an exception is given by the HOA. All undue noise due to above work, must cease between 17h00 and 08h00.
8. Lawns may not be mowed before 08h30, and after 19h00 during week and Saturdays, and on Sundays not before 09h00 or after 13h00.
9. In order to maintain the low-density residential nature of Zevenbosch HOA, no Member or tenant shall accommodate, or allow, or permit the accommodation of, more than the following maximum number of persons to occupy residence Section at any given time. (1 Bedroom: 2 Persons) (2 Bedroom: 4 Persons) (3 Bedroom: 6 Persons). The trustees of the HOA reserves the right to limit the maximum number of occupiers in die dwellings of the home owners' association.

10. Members must ensure that their children or members of their households, employees, tenants, invitees and guests, do not pose a safety threat to themselves or to any other persons at Zevenbosch Estate. Tenants shall have the same responsibility towards the Governing Rules, as well as their employees, invitees, and guests.
11. Whenever the HOA receives a written complaint from a Member relating to the behavior of any persons at Zevenbosch, the HOA shall investigate appropriately and take any steps required within the scope of the Governing Rules and the Constitution.
12. The Association is not prevented by this clause from taking action on its own initiative if evidence of behavior, which in the opinion of the Trustees is unacceptable, should it come to their attention from a source other than a written complaint.
13. No owner or occupier of a unit shall be allowed or be involved in illicit activities such as soliciting, drugs, the sale of liquor or running a business from the unit or on the common property.

SECTION I DOMESTIC STAFF

1. Owners will take full responsibility for the domestic staff employed by them, or their tenants. All permanent staff shall be briefed on the Governing Rules by the resident employer and they shall abide by its provisions. All domestic staff will be treated as visitors in terms of access control procedures.
2. No parking of private vehicles owned by staff members will be allowed on the pavements. Owners will ensure sufficient parking on their property for their staff if needed.

SECTION J COMMERCIAL ACTIVITY

1. No advertising boards may be displayed anywhere within Zevenbosch Estate other than the standard architectural building board during building construction. No door-to-door canvassing or selling is permitted in The Palms.
2. It is prohibited to conduct any business of a nature which entails customer and/or employee traffic or unreasonable nuisance to any member, or in any way seen as a breach or risk in security to the HOA from any of the Land Units within Zevenbosch Estate. All building plans submitted to the Homeowners Association will only be approved subject to members complying with the above regulation.
3. It is noted that short-term letting of homes in any form is strictly prohibited within the estate. Short term is defined as a period of less than 30 days.

SECTION K APPEARANCE FROM OUTSIDE

1. An owner or occupier of a Section/home shall not place or do anything in, or on the outside of his or her Section - including the patios, verandahs, and gardens, which in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside.
2. An owner or occupier shall ensure that his or her parking area/ driveways are maintained at all times. The parking area/ drive way must be free of oil, paint, etc. spills as well as weeds.
3. No owner or tenant shall place any sign, notice, billboard or advertisement of any kind

whatsoever on any part of the Common Property or his/her home, so as to be visible from the outside without the written consent of the Trustees first having been obtained.

4. For the Homeowners' Association, all external walls may be painted only in the approved colours. This colour code is to be obtained from the office of the managing agents.
 - 4.1. Each owner is responsible for the maintenance of his / her Property inclusive of all the structures erected on the Property, but excess to a portion of his property may be restricted by the boundary of such a property. A neighboring property may suffer the same restrictions to access his property in order to carry out the required maintenance.
 - 4.2. It is therefore provided that in instances where a boundary restricts access for a property owner (the "restricted property owner") to access his property in order to carry out maintenance on a particular side of a building with such a restriction, that the closest neighbouring property owner shall allow such restricted property owner to have access via his property to carry out maintenance on the particular portion of the restricted property owner's building.
 - 4.3. The access provided for in clause 4.2 above shall be limited to what is reasonable required to carry out to required maintenance, with the minimum impact and discomfort to the neighbouring property, reasonably necessary.
 - 4.4. Should the restricted property owner be able to proof to the satisfaction of the Board that the neighbouring property did not give the requested access to the restricted property owner within 14 (fourteen) days of such a request, then such maintenance obligation shall become the responsibility of the Association, which shall have unfettered access, *via* the neighbouring property to carry out the maintenance on the restricted property' owner's building and the Association shall be able to collect payment for such maintenance from the neighbouring owner who refused and/ or neglected to give the required access.
5. An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his Erf and the kerb, to the satisfaction of The Trustees of the HOA.
6. Grass needs to be watered and maintained to the satisfaction of The Trustees of the HOA.
7. Front garden areas and back garden areas are to be fully maintained by the owner concerned and is to be deemed aesthetically pleasing at the sole discretion of the trustees. This includes all landscaping, irrigation, ornaments etc.
8. Building rubble, refuse or unwanted articles or material may not be placed, stored or dumped on common property, nor any dwelling property, or sidewalks.
9. Refuse bins may be placed on the sidewalk only the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the Occupant must remove the bin.
10. No trees or plants may be removed from or planted on sidewalks without the written prior permission of the Managing Agent.
11. An Owner may not allow trees, shrubs or plants in her or his garden or on the sidewalk between the street boundary of her or his Erf and the kerb, to impede pedestrian traffic, obscure the vision of motorists or interfere with the functioning of the security system.

12. Owners of these erven are responsible for the maintenance and upkeep and to ensure that the property is kept in a state of good repair, at the discretion of the trustees.
13. Artificial turf is not permitted on front lawns.
14. The installation of cameras on private homes is not permitted on any home within Zevenbosch HOA
15. Wifi dishes must be mounted at the back of the property, not visible from the front of the property. It is to be white in colour and no larger than 30cm in diameter and may not be higher than the lowest part of the roof. Satellite dishes, are not permitted.
16. Air conditioner compressors may be installed on the side or the back of the house, all trunking is to be painted the same colour as the wall. Compressors are to be mounted lower than the wall surrounding the property. The trustees reserve the right to demand the compressor be enclosed with a specification determined by the architectural guidelines.

SECTION L ERADICATION OF PESTS

1. Pest removal on private property is the responsibility of the owner concerned.

SECTION M LEVIES

1. Owners are liable for payment of their monthly levies as well as the additional costs, administrative charges and penalties raised on the levy account.
2. The owners will be held liable for penalties/fines imposed by the Trustees due to noncompliance (by owners, occupants and visitors, including employees and guests) with the Governing Rules and any other rule; as well as for any legal costs (on attorney own client scale) incurred by the Trustees in enforcing any rules. The Trustees will be entitled to raise such fines and costs against the owner's levy account.
3. Any account queries are required to be directed to the Managing Agents in writing. Notwithstanding the aforesaid query, the levy account remains payable upon presentation, without deduction. Interest will be charged on the arrear levy accounts at a rate to be determined from the trustees from time to time.
4. No property will transfer, unless the appropriate levy clearance certificate is issued by the mandated managing agents of the HOA along with the fees as per the service level agreement with the managing agent.

SECTION N COMMON PROPERTY, NOISE AND NUISANCE

1. The owner and/or occupier may not create or allow noise likely to interfere with the peaceful enjoyment of another Section or the Common Property.
2. After 22h00 until 08h00 noise levels should be at a reduced level in order to ensure that neighbouring Sections are not disturbed. (The City of Cape Town's bylaws also apply).
3. Noise generating equipment such as power tools and hammers may not be used after 19h00 on weekdays, before 09h00 and after 15h00 on weekends and public holidays unless the Trustee's prior written consent is obtained;
4. No fireworks, explosives or crackers may be used or opened in a Section or on the Common Property.

5. Firearms may not be discharged in a Section or on the Common Property apart from in situations justifiable in law, such as self- defence and related purposes.
6. The owner and/or occupier may not obstruct the lawful use of the Common Property by any other person.
7. The owner and/or occupier must take reasonable steps to ensure that visitors, guests, employees or contractors do not behave in a way likely to interfere with the peaceful enjoyment of another.
8. The owner and/or occupier is obliged to comply with these Governing Rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.
9. The owner and/or occupier may not engage in or allow littering on the Property or within the Estate, which will include (without limitation) the depositing, throwing or discarding of rubbish, dirt, food or any other material.
10. The slaughtering of animals for religious reasons, on the Property or on common property, will only be permissible provided:
 - a. the owner and/ or occupier has obtained the Trustee prior written consent, which consent will not unreasonably be withheld provided:
 - b. a written request for consent is submitted to the Trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;
 - c. such written request specifies: a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; confirmation that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
11. the slaughtering ritual is carried out in accordance with the terms and conditions of the Trustees' approval granted after consideration of the written request;
12. upon receipt of written confirmation from the local authority that the owner, tenant or occupant has their consent and will comply with the applicable by-laws;
13. upon receipt of written confirmation from the Department of Health that the owner, tenant or occupant has their consent and that their specifications will be adhered to;
14. upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;
15. written proof is presented to the Trustees that all affected owners, tenants or occupants within the Scheme have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled for.
16. Generators are not permitted within Zevenbosch HOA.

SECTION O BUILDING / RENOVATIONS

1. To achieve a harmonious and aesthetically pleasing environment, certain architectural guidelines have been defined within Zevenbosch Estate. The guidelines aim to create a

language with a harmonious architectural aesthetic, characterized by a range of colours and details that is in harmony with, and complement, the local vernacular of the Estate.

2. There are crucially important reasons why you need planning permission before you build, renovate or extend your home, not least of which is compliance to the law.
3. It is a legal requirement in South Africa to obtain planning permission prior to building, renovating or extending your home, as per Section 4(1) of the National Building Regulations and Buildings Standards Act, which states: No person shall without the prior approval in writing of the local authority in question, erect any building in respect of which plans and specifications are to be drawn and submitted in terms of this Act.
4. Broadly, regulations around planning permissions are the same across the country, although there may be variations particularly if you live in a protected area, such as a natural bush estate or in a heritage building, in which case stricter planning rules will apply, even for minor developments.
5. Plans will be approved at the sole discretion of the trustees of the HOA, in conjunction with the managing agents.
6. General Building Plans must be prepared and forward to the managing agents. Approval of plans will include conditions. This approval will include, (but not limited to), the payment of a building deposit, approval from Council before any building activities may start, ect. It is a condition that the managing agents must be in the receipt of a copy of the Council approval, before any building activities may commence. Non-adherence will lead to penalty fines – the amount to be in the absolute discretion of the trustees. The trustees also reserve the right to cancel any provisional/ final approval.
7. The trustees also reserve the right to refer any plan to an architect, of their choice, to make sure that the abovementioned is adhere to. Any cost there-of will be for the owner's account.
8. Shaded car ports will not be permitted under any circumstances.
9. Wendy Houses, storage facilities, oversized dog kennels will not be permitted under any circumstances.
10. Single story homes may not be converted to double story homes.

SECTION P SERVICE PROVIDERS

1. The provision of services in respect of waste management, waste removal, sanitation, security, or any other service providers, will be provided by and appointed by the trustees of the HOA and the managing agents. This is to ensure that such services are of a reasonable and acceptable standard and are provided at a reasonable and acceptable cost.
2. The services of other service providers may not be used, unless approved by the trustees/ managing agents.

SECTION Q CLEARANCE OR OTHER CERTIFICATES

1. The Managing Agent may not issue a clearance certificate or any other certificate required for purposes of the transfer of a property if -

- a. the offer to purchase does not contain a clause binding the purchaser to the provisions of the Constitution and the governing rules of the HOA;
- b. all moneys due to the HOA have on the date of registration not been paid or provision has not been made to the satisfaction of the Managing Agent for the payment thereof; or
- c. there has been a breach of any of these Rules of the HOA that has not been remedied, or for the remedying of which provision has not been made, to the satisfaction of the trustees of the HOA.

SECTION R FINES AND PENALTIES

1. Any person who contravenes or fails to comply with any provision of these Governing Rules, or any conditions imposed by, or directives given in terms of the Governing Rules, shall be deemed to have breached these Governing Rules and will be subject to any penalties imposed by the Trustees. These fine amounts are in the absolute discretion of the trustees and will be added to the monthly levy account of the owners.
2. In the event of a breach by a Member or his or her tenant, or any of the Members or tenants' household, employees, invitees, guests and other occupiers, the Member concerned shall be held responsible and be liable for the payment any fines imposed.
3. In the event of a breach by a tenant, a member of the tenant's household, or employees, invitees or guests of the tenant, the HOA may, in addition to the imposition of any fine or other penalty, bar the above-mentioned from access to Zevenbosch HOA.
4. Any fine imposed on a member, in terms of the above, shall be a debt due and payable to the Association by the Member on the demand and/or be added to the monthly levy account. All relative administration, interest and any other charge, will also be added to the levy statement of the owner and payable by her/ him.
5. Should a member fail or refuse to comply with these Governing Rules, the Association may take whatever action it may deem necessary and appropriate in the circumstances, to recover from the member any cost incurred in taking such action without prejudice to its rights in recovering any fines or other penalties imposed.
6. The trustees may delegate any of their powers to the managing agents.

SECTION S HOA TRUSTEES DETERMINATION FINAL AND BINDING

1. Any determination of The Trustees of the HOA relating to or arising from these Rules (including any determination regarding the interpretation and/or implementation of these Rules) shall be final and binding on all members of the HOA. Owners and residents shall not be subject to dispute by them.