



PEPPERWOOD
L I F E S T Y L E E S T A T E

O U D T S H O O R N

RULES AND REGULATIONS

MADE IN TERMS OF THE CONSTITUTION OF

PEPPERWOOD LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION

("the Association")

INTRODUCTION

Pepperwood Lifestyle Estate has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance this lifestyle, House Rules have been established in terms of the Constitution of the Association. These Rules are binding on all person 's resident at Pepperwood Lifestyle Estate. Members shall ensure that their households, tenants, visitors, invitees and all their employees and contractors, which include tradespersons and suppliers, are aware of, and abide by, the Rules and Regulations. Tenants have the same responsibility in respect to their households, visitors, invitees and employees and contractors. The Rules may be modified, amended or repealed from time to time subject to the procedures laid down in the Constitution.

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1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In these Rules, unless the context clearly indicates the contrary, all words and expressions shall bear the same meaning in these House Rules as defined in the Constitution of the Association, any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender only shall include the other gender as well as juristic persons.
- 1.2 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 House Rules. In the event of any breach of the House Rules by a Member, members of his household, employees, contractors, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by that Member.
- 1.3 In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the Trustees shall be final and binding on all parties concerned in such dispute.
- 1.4 In the event of a breach by an owner of any of these rules proved the satisfaction of the Trustees, the Trustees shall, without prejudice to all other rights available to them or to the Home Owners Association in law apply to court for an interdict against the offending owner. The Trustees may, however, but without incurring any obligation in this regard or being bound so to do, endeavour as far as possible to warn an offending owner in writing of any complaint made against him and request him to refrain from any conduct likely to give rise to complaints of a similar nature.
- 1.5 The home Owners Association or the Trustees may in special circumstances grant a relaxation of these rules in writing and signed by the Chairman, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Homeowners Association or the Trustees in its or their discretion without ascribing any reason therefore.
- 1.6 If as a result of a breach by an owner of these or any other obligation of the owner, the Homeowners Association or the Trustees instructs a firm of attorneys, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the Homeowners Association or the Trustees as a result thereof.



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2. DOMESTIC REFUSE

- 2.1 It is recommended that each stand-alone household obtain a wheelie bin to take care of refuse that is put out for collection.
- 2.2 The bins and bags must always be placed inside the communal area next to the entrance gate for collection and not in front or side of a house.
- 2.3 All refuse and refuse bins, whether domestic or garden must be adequately screened from view within the estate.
- 2.4 All refuse must be placed in a black refuse bag or preferably a wheelie bin to avoid possible contamination from wild or stray animals.
- 2.5 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the municipal refuse removal services, the Homeowner must make arrangements for its removal.

3. ANIMALS

- 3.1 No resident on the Estate may keep any domesticated wild animals.
- 3.2 All domestic animals are to be kept and retained within the erf boundaries covered in the Municipal by-law. All stray/unaccompanied domestic animals found outside residential erf boundaries may be removed from the Estate at the cost of its owner.
- 3.3 Members must erect a suitable enclosure that conforms to the Architectural Guidelines and Controls to prevent the domestic animals from straying off their property.
- 3.4 Domestic animals shall at all times be restrained by means of a leash or similar device when accompanied by Members beyond their individual property.
- 3.5 An owner or prospective tenant shall not, without the written consent of the Trustees and developer, which approval may not be unreasonable withheld, keep any animal inside the Estate or on the common property. Residents who fail to apply for prior consent for keeping an animal may be liable for a fine.
- 3.6 The Association may call on the owner of an animal to remove it forthwith and should the owner of the animal concerned fail, refuse or neglect to do so, the Association may impose penalties on the relevant Member or may procure the animal's removal from the Estate and recover any costs so incurred from the Member concerned, without prejudice to its rights to recover any penalty imposed on such Member.



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- 3.7 Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties on the Member concerned and/or procure its removal from the Estate and recover any costs so incurred from such Member concerned, without prejudice to its rights to recover any penalty imposed.
- 3.8 In all cases, should dogs defecate or cause damage to the common ground or other property, the dog's owner shall forthwith remove the excrement or repair the damage as the case may be. Should the dog's owner fail to comply the Association shall be entitled to have such excrement removed or damage repaired and to recover costs from the Member concerned.
- 3.9 All cats are to be spayed and fitted with a collar and bell.
- 3.10 No outside aviaries are permitted on the Estate.

4. TRAFFIC / VEHICLES/ PEDESTRIANS

- 4.1 No Member shall permit the use of an access control device issued to such Member for operating the vehicle entrance gate by any person other than a member of his household, or guests or lessees of that Member.
- 4.2 No person shall drive any vehicle on any road within the Estate at a speed in excess of 20 km per hour. The Association shall be entitled to impose a penalty on the Member concerned, whether such contravention is committed by such Member, his guests, members of his household, employees or invitees. The Association reserves the right to enact from time to time such traffic rules as they deem expedient in the circumstances.
- 4.3 Pedestrians shall at all times have the right of way within the Estate and vehicles shall be brought to a stop whenever necessary to allow their safe passage.
- 4.4 Residents must ensure that no oil, grease or brake fluid from their vehicle soils any area on the common property. No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- 4.5 Only two passenger vehicles are allowed inside the security complex per 2-bedroom house and 3 passenger vehicles for 3-bedroom houses. The permitted vehicles are limited to passenger vehicles only.
- 4.6 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing. The trustees may cause to be removed or towed away, at the risk and expense of the owners of the vehicle, any vehicle parked, standing or abandoned on the common property without the trustees' consent.



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4.7 The term “vehicle” as used in this rule is not limited to motor cars or to motorized vehicles but also includes motorbikes, motor scooters, caravans, trailers and all other types of vehicles.

4.8 No person shall store any caravan, boat, trailer and motorhome or the like on the Estate except in a structure built for this purpose approved in writing by the Trustees and developer, except cars which are allowed in the driveway. None of the above shall be left overnight on any Estate road or road reserve.

5. LETTING, RESALE AND OCCUPATION BY MEMBERS’ GUESTS OF PROPERTIES

5.1 Tenants to whom properties are let or leased are obliged to abide by all the House Rules, regulations and requirements of the Constitution. The agent who is letting a property is obliged to supply the tenants with copies of the Constitution and House Rules.

5.2 Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member’s property in the absence of the Member and be provided a copy of the Rules.

5.3 Prior to the Transfer of any erf to a successor in title a Member shall obtain a certificate from the Association that confirms that:

5.3.1 no levies, or penalties are due to the Association; and

5.3.2 that, to the best of the knowledge of the Association, such Member is not in breach of any of the provisions of the Constitution, and/or these Rules and regulations.

5.4 No Member may let their property by way of any short-term B&B, Self-Catering type activity, without the consent from both the trustees and developer.

6. CONDUCT AT PEPPERWOOD LIFESTYLE ESTATE

6.1 All clothing, household linen or washing of any nature, shall be adequately screened from view and may only be placed in a drying yard or such other area designed for such purpose.

6.2 No unauthorized persons are allowed onto building sites under construction.

6.3 No person shall make or cause to make any unacceptable disturbance or excessive or undue noise which constitutes a nuisance to other persons.



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- 6.4 Burglar alarms must comply with any regulations which the Association may institute from time to time, the preference being silent alarms to avoid undue disturbance.
- 6.5 All vehicles, but particularly motorcycles, must be efficiently silenced.
- 6.6 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited on Sundays and Public Holidays. All building work, whether undertaken by a contractor or by a Member, shall 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 Association.
- 6.6 All undue noise must cease between 22H00 and 06H30 except for the occasional party, when such noise shall cease at 24H00. Occasional reasonably meaning once every 60 days.
- 6.7 In order to maintain the residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than the maximum number of persons permitted to occupy such residence:
- 1 bedroom unit 4 persons
 - 2 bedroom unit 6 persons
 - 3 bedroom unit 8 persons
- 6.8 Whenever the Association receives a written complaint from a Member, duly signed by such complainant, relating to unacceptable behaviour or conduct in contravention or in breach of these Rules and/or the Constitution, the Association shall investigate such complaint and take appropriate steps to stop such behaviour or breach within the scope of these House Rules and the Constitution.

7. APPEARANCE FROM OUTSIDE AND FRONT GARDENS

- 7.1 The front gardens of every house must be a 100% green zone, as set out in the Constitution; the HOA can arrange the watering of front gardens by means of grey water and cutting of grass as deemed necessary to maintain the aesthetic appearance of the Estate and every individual house and the individual erf owner will bear the reasonable cost thereof by means of adding this onto the specific levies.
- 7.2 The responsibility of the aesthetic appearance and maintenance of gardens green zone of every house remains with the Member and the HOA or management thereof cannot be held liable for any loss, damage or negligence.
- 7.3 The pro-rata cost of watering, cutting of grass and/ or additional landscaping as deemed necessary will be added to the levies.



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- 7.4 No owner or occupier of a section shall place or permit to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on or at their erf or on or about any part of the common property, without the consent of the Trustees and the developer.
- 7.5 TV aerials or Satellite dishes may not be erected in any visible part of the complex without the written permission of the Trustees and the developer.
- 7.6 Any pots, ornaments, statues or any item attached to- or not attached to the front of the house or which can be seen from the front and street view within the Estate may only be done with consent from the trustees and developer.
- 7.7 House numbers are provided by the developer and no other name plaque or number may be erected.
- 7.8 A Member shall not install any external blinds, awnings or canopy without the prior approval of the trustees and developer. A Standard color will be chosen for the purpose to which all owners will adhere.

8. COMMERCIAL ACTIVITY

- 8.1 The Association may regulate commercial activity on The Estate. No application for a trading license or zoning relaxation shall be made to the relevant authority unless the prior written approval by the Association has been obtained which approval shall not be unreasonably withheld.
- 8.2 No advertising board may be displayed anywhere on the Estate, except with the prior written permission of the Association and developer.
- 8.3 No door-to-door canvassing or selling is permitted on the Estate
- 8.4 Use of the HOA mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the HOA mailing list.



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9 PENALTIES

- 9.1 Any person who contravenes or fails to comply with any provision of the Constitution, these House Rules, or any conditions imposed by or directions given in terms of the House Rules, shall be deemed to have breached these House Rules and will be subject to any penalties imposed by the Association having regard to the circumstances and which may include the imposition of penalties.
- 9.2 In the event of a breach by members of the Member's household, employees, invitees, guests and tenants, and the members of the tenant's household and the tenant's employees, invitees and guests, the Member shall be liable for the payment of any penalties imposed;
- 9.3 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 Association may, in addition to the imposition of a penalty bar such person access to the Estate.
- 9.4 In the event of a continuing offence, any person subject to these House Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 9.5 Any penalty imposed on a Member shall be a debt due and payable to the Association by the Member on demand.
- 9.6 Should a Member fail or refuse to comply with these House Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any penalties imposed.
- 9.7 Penalties and fines will be approved with the consent of at least 2 members of the board of trustees which approval may not be unreasonably withheld.
- 9.8 Penalties will range from R 50 to R 1000 per day and may go up on a sliding scale as deemed fit by the board of trustees.



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10 DISPUTE RESOLUTION:

- 10.1 All complaints and / or disputes to be directed in writing to the Chairperson of the HOA or the developer. This also extends to the breach of house rules by members, so that the required attention can be given in good time to any inter alia problem between members concerned, Members and the HOA and service providers and the HOA.
- 10.2 The following procedure in respect of disputes is to be followed:
 - 10.2.1 Any disputed charge or penalty shall be in writing and to be addressed to the Chairperson of the Association or the developer.
 - 10.2.2 The disputed item must be reported within 10 working days of receipt of penalty, invoice or statement issued or within the month of it becoming due.
 - 10.2.3 The disputed item shall be fully described to identify the dispute and be supported with the required recordings or calculations considered to be the Members considered determination as the cause of the dispute.
- 10.6 Where a payment value is in dispute, such sum shall be payable by the contravening Member while the dispute is being resolved.
- 10.7 Any correction if so, determined shall be credited to the Member either to levy account or by way of refund to the Member.
- 10.8 Once the disputed charge has been reviewed by the Trustees in meeting, such decision taken by the Trustees shall be final and the dispute considered resolved.
- 10.9 The Trustees undertake to resolve any dispute within one month of receipt.