



GREEN PASTURES Residential Estate

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GREEN PASTURES HOMEOWNERS ASSOCIATION HOUSE RULES

REVISED 30 JULY 2018

THE GREEN PASTURES HOMEOWNERS ASSOCIATION RULES.

1. DEFFINITIONS

- 1.1 In these Rules, terms used herein shall have the same meanings assigned to them as set out in the "Definition" section of the Constitution of the Green Pastures Homeowners Association ["GPHOA"] unless the context of these Rules clearly indicates a different meaning.
- 1.2 The provisions of Paragraphs 2.2, 2.3 and 3 of the Constitution shall apply equally to these Rules.
- 1.3 Should a specific Rule contained herein prove, or be found to be by a Court of competent authority, to be unenforceable it will not render the entire body of Rules unenforceable and only the relevant rule such shall be affected by such unenforceability or judgment.
- 1.4 In these Rules the reference to any "Member" includes reference to all those on the Development under that Member, and any transgression or damages caused by such person shall be deemed to be the transgression or the damages of the Member, as the case may be and as further set out in Paragraph 2.1 below, and this extended definition shall include the children of the Member or those claiming rights to be in the property under him as envisaged in this paragraph.

2. BINDING NATURE OF THE RULES

- 2.1 The provisions of these Rules, once approved in terms of the Constitution of the GPHOA, and the duties of all Members in relation to their use and occupation of their properties and access to the Development as a whole shall be binding on the Members plus all those on the Development under them irrespective of their capacity [Whether as Lessee, guests, member of his family, employee, agent, invitee or whatever] and it shall be the duty of the Member to ensure that all those entering the Development under him are aware of these Rules and comply with these Rules as any breach of any Rule by any such person shall be deemed to be a breach by the Member himself.

Where a specific conflict arises between any new Rule and an existing practice of long standing in the Development and a Member genuinely and legitimately feels aggrieved by the new Rule and the fact that such practice must cease, the Committee may be approached requesting that consideration be given to allowing the partial or total relaxation of the new Rule to permit the existing practice to remain, or be suitably adjusted and reconciled, which relaxation shall only apply to the Member applying for such relaxation and to no subsequent owner and it shall be the obligation of the Member applying to advise the person purchasing his property accordingly. Any decision resulting from such consideration shall be entirely at the Trustee's discretion and shall be binding on all parties.

3. STATUTORY AND GENERAL

- 3.1 No Member shall:
- 3.1.1 use his property or any other part of the Development, or permit it to be so used, in such a manner as to be a nuisance to any other Member; to be injurious to the good name of the Development; to be prejudicial to the use and enjoyment that others may derive from their being on the Development;
 - 3.1.2 contravene, or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation relating to or affecting the occupation of the Development, or contravene or permit the contravention of the Conditions of Title applicable to his Property;
 - 3.1.3 make, or permit to be made, any alterations to his property or the buildings thereon, which are likely to impair the use and enjoyment of other Members in the Development;
 - 3.1.4 do, or permit anything to be done to his property which is likely to prejudice the aesthetic appearance and country lifestyle environment of the Development;
 - 3.1.5 construct or place, or permit the construction or placement, of any structure or building improvement on his property, without the prior written consent of the Committee and / or local authority, as required in law.

4. SECURITY

- 4.1 Members are required at all times to adhere to all security procedures and / or fire procedures and / or emergency procedures which may be instituted from time to time by the Committee.
- 4.2 All Members must ensure that the gate(s) &/or booms at entrances close fully prior to moving off when either entering or exiting the Development, when and if such gates &/or booms are put in place.

5. SILENCE AND ACTIVITIES

- 5.1 No Member shall make, or allow to be made, an excessive or unacceptable noise at any time, so as to disturb other Members and / or create a nuisance to them and such noise includes noise from parties, music, musical instruments, machinery, equipment, domestic noise or any other noise irrespective of the source or cause thereof.
- 5.2 Reasonable quietness must be maintained at all times but particularly between 22h00 and 07h00 during weekdays and 22h00 and 09h00 on weekends and Public Holidays.
- 5.3 Radios, televisions, musical instruments, records, tapes, CD players, similar equipment [including those in motor vehicles] and irrespective of the source or nature thereof, must be used in such manner as not to be heard in adjacent properties on the Development, or to cause a nuisance, disturbance or inconvenience to other Members.
- 5.4 No auctions or jumble sales may be held on any property in the Development.
- 5.5 Building or renovating activities causing a noise in the Development may only take place on Mondays to Fridays between 08h00 to 17h00 and Saturdays between 09h00 to 14h00. No such building activities are allowed to take place on Sundays or Public Holidays.

6. CHILDREN

- 6.1 Children are subject to the Rules in the same manner as adults and it is the duty of each Member to ensure that his children are fully aware of these Rules as any transgression / damage caused by a child shall be deemed to be the transgression or damage of the Member.
- 6.2 Members must supervise their children to ensure that no damage is caused or nuisance created, In particular, children may not interfere or tamper with gates, plants, decorations, nameplates, lights, pets or any other property of another in the Development whatsoever.
- 6.3 The GPHOA can not be held accountable for any injuries sustained by any child, Member or property in the development and under any circumstances.

7. EMPLOYEES, DOMESTIC STAFF

- 7.1 Any person employed by the GPHOA is the employee of the GPHOA and, as such, shall not undertake any errands or jobs for any Member during normal working hours. The employee is answerable to the Committee and the Managing Agent [If so appointed], from whom all instructions should emanate unless an emergency should indicate otherwise.
- 7.2 Members are responsible for, and must ensure that their domestic staff do not loiter or cause any undue noise or nuisance on any part of the Development.
- 7.3 Any Member who has a domestic I other employee(s) in the development at any stage is liable to make sure that they know and understand the Rules and adhere to them at all times as such employee is the Member's responsibility and any transgression or act by the employee shall, for the sake of these Rules, be deemed to be a transgression or act by the Member.
- 7.4 Washing may not be hung on balconies or laid out over balcony railings walls, windows, burglar proofing from any other place other than a dedicated washing line in compliance with the building and design constraints applicable in the Development. Under no circumstances should any washing, not on a dedicated washing line, be visible to the general public or any other residents in the Development and "washing" includes items such as door mats, rugs and carpets.

8. ANIMALS AND PETS

- 8.1. Pets may only be kept in the Development if they are fully and permanently contained within each Member's own property, subject to the specific condition that only two 121 house pets are permitted to be kept per property in the Development. The only exception to this Rule shall be cats which, by their very nature, cannot be so contained. If an owner has more than the maximum number of pets they may apply to the Association for a waiver which if granted shall give them the right to be kept on the property but the additional pets so approved shall not be replaced.
- 8.2. Pets, in particular dogs, are only permitted outside a Member's own property in the Development if they are continuously and suitably restrained and controlled by their handlers / owners (e.g. Dogs must be kept on a leash and such leash held by the handler / owner of the dog at all times while outside the member's property in the Development]. Fouling of the area in the Development outside of a member's own property is not permitted and should the pet foul and / or defecate on these areas it is the pet-owner's responsibility to remove the droppings and dispose of them to ensure no nuisance or discomfort to others in the Development.

- 8.3. All pets must have collars and identity tags attached to them, which clearly indicate to which Member / person and which property they belong. Stray pets without name tags will be handed over to the SPCA or municipal pound.
- 8.4. Should damage of whatsoever nature be caused in any manner whatsoever, whether directly or indirectly, to any other Member / his property / any other person on the property or to any other the Member who is the owner / handler of the pet will be responsible for the cost of all and any damage and repairs.
- 8.5. Aviaries, pigeons, poultry, peacocks, wild animals, livestock, snakes, reptiles, and the like are not allowed to be kept in the Development by any Member without the prior written consent of the Committee first having been obtained.
- 8.6. Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, meowing, squawking or repeatedly being vicious / aggressive to other persons / pets in the Development and no pet may be left alone on a Member's property for an extended period of more than twenty four 1241 hours under any circumstances. Pets left unattended will be reported to the SPCA.
- 8.7. No kennel or like accommodation for pets may be visible from any part of the Development.
- 8.8. It is a prerequisite that any pet in the Development must at all times be kept in hygienic conditions. The area where such pet is kept must be cleared of faeces regularly by the owner of the pet concerned.
- 8.9. Local authority bye-laws relating to pets must be complied with at all times by all Members.

9. LETTING OF PROPERTIES:

- 9.1. All tenants of properties, and other persons granted rights of occupation by an Member of a property, are obliged at all times to fully comply with these Rules, notwithstanding any provision to the contrary contained in any Lease or any grant of rights of occupancy and any transgression or act by any such person shall, for the purposes of these Rules, be deemed to be the transgression or act of the member who owns the property. Prior to providing occupation, owners shall obtain written and signed acceptance by tenants of their undertaking to fully comply with these rules and provide a copy of this signed document to the managing agent/committee.

10. REFUSE REMOVAL

- 10.1. No rubbish or refuse may be left on any portion of the Development or in any property where it would be visible and / or constitute a health hazard, save for the placing of the refuse in bags on the pavement only on the morning that such refuse is actually collected.
- 10.2. No domestic animal carcass may be buried on any property in the Development.

11. EXTERNAL AND INTERNAL ADDITIONS, ALTERATIONS AND MAINTENANCE TO BUILDINGS AND UNDEVELOPED PROPERTIES

- 11.1. A Member must notify the Committee prior to renovating, altering or adding to their property, as well as the local authority where required by law / by law and the Committee must, prior to any work being commenced, approve the design and construction of all new buildings, fences, walls, extensions, and alterations to buildings, carports, fences and walls [Including air conditioning units and consoles] as being within the design and architectural constraints allowed within the Development. In addition, the required local authority approvals must be obtained in advance for all new buildings, alterations, extensions and the like.

- 11.2 No Member may, in any manner whatsoever, tamper or have any work or repairs done to any electrical supply or apparatus that serves the other members of the Development outside of that Member's property and any electrical faults on the outside of a Member's property / Common Property must be reported to the Committee forthwith.
- 11.3 All undeveloped stands should be kept neat and tidy at all times. Twice yearly (April & October) they will be tidied up, brush cut back, grass cut and the stand kept free of vermin. If time permits GPHOA staff can undertake this at a price to be agreed. If the Owner fails to undertake this clean-up GPHOA can appoint a contractor to do the work and the cost, plus 10% shall be added to the Levy account.

12. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 12.1 The roads within the Development. In spite of appearing to be "private" are in fact public roads and therefore the normal traffic legislation and rules apply to the roads in the Development.
- 12.2 In the exclusive environment of the Development, the fact that the roads are public roads places extra responsibility and awareness on all who use these roads but more particularly on all adult Members. and especially parents, who need to educate and control their youngsters whilst they are on the roads in the Development.
- 12.3 A speed limit of 40 km/h shall be observed on the roads in the Development at all times and all other laws of the road, including the fact that quad bikes cannot be driven on public roads unless the quad bike itself and the operator thereof are dully and lawfully licensed. All vehicles may not be driven within the Development in a reckless / negligent manner, or a manner that creates a nuisance, or is considered by the Committee not to be in the interest of safety.
- 12.4 Hooters shall not be unnecessarily sounded within the Development, other than in emergencies.
- 12.5 Vehicles may be parked only on such areas in the Development as are specifically indicated or approved in law for that purpose and in such a way that the flow of traffic and access and egress from the different properties and roadways is not obstructed in any manner whatsoever. Should a vehicle be parked in a manner that causes obstruction in the Development, the vehicle may be towed away and impounded at the expense of the Member of the property at which the owner / handler of the vehicle is residing / visiting.
- 12.6 Damaged vehicles, vehicles that are not in general use or that are not roadworthy may not be parked on the pavements within the Development other than for such short periods as may be necessary pending the repair of the said vehicle.
- 12.7 No trucks, caravans, trailers, boats, or other vehicles other than normal family vehicles may be parked on any portion of the pavement or on any undeveloped property in the Development.
- 12.8 No Member or other person may dismantle or effect major repairs to any vehicles on any portion of the pavement in the Development.
- 12.9 The Committee may instruct that any vehicle parked, standing or abandoned on the pavements in the Development in contravention of these Rules is to be removed or towed off the property and stored off the Development at a suitable place, at the risk and expense of the Member / owner of the vehicle, which costs shall be debited directly to the Member's levy account.
- 12.10 Where the car alarms of a vehicle in the Development that are triggered, same must be attended to immediately. Should the Member / owner of the vehicle be absent from the Development and the car alarm causes a disturbance to the other Members of the Development, the Committee shall be entitled to have the alarm switched off in whatever

manner deemed fit by a duly qualified person, all at the expense of the Member / owner of the vehicle, which costs shall be debited directly to the Member's levy account.

- 12.11 Parking of vehicles within the Development is subject to the express condition that every vehicle so parked is at the sole risk and responsibility of the Member / owner of such vehicle and that no liability shall, under any circumstances, be attached to the GPHOA or any of their employees for any loss or damage of whatever nature which the Member / owner may suffer.

13. COLLECTION OF LEVIES

- 13.1 It is the duty of all Members to pay the levy promptly when due on the first day of each calendar year and the Committee shall be entitled to charge interest, as prescribed in the Constitution, for any late payments.
- 13.2 Special levies may also be raised from time to time by the Committee and where justified in accordance with the Constitution and the provisions of Paragraph 14.1 above shall apply equally to the payment of these levies.
- 13.3 In the event of the GPHOA initiating legal proceedings against a Member Owner for the recovery of any amount due and owing to the GPHOA, or for any other contravention of these Rules or the Constitution, and should the GPHOA be substantially successful in such proceedings, the Member Owner in question shall pay all legal costs on the basis as between attorney and own client, including but not limited to tracing fees and / or collection commission.
- 13.4 In the event of a property being sold by a Member, a Levy Clearance Certificate is required by law before such property can be transferred. Before a levy clearance certificate can be issued:
- 13.4.1 On undeveloped stands the property shall be free of alien vegetation, the grass will be short and overgrowth cleared. Should this not be the case, GPHOA shall add a clearance fee to the fees required and clear the stand on the owner's behalf.
- 13.4.2 On developed stands, copies of the approved plans will need to be handed to the Aesthetics Committee for inspection OR plans for the house "As Built" will need to be drawn up and approved by both the GPHOA and the Knysna Municipality prior to Levy Clearance being issued.
- 13.4.3 The Administration fee for Levy Clearance is R500.00.

14. ESTATE AGENTS BOARDS:

- 14.1 Members who have appointed an Estate Agent(s) in terms of a mandate to market their property for sale or for rent, shall firstly notify such estate agent that the GPHOA has already resolved that no Estate Agent's sign boards are allowed to be displayed in the development except on show days and must then be removed on the same day as soon as the show day has been completed.
- 14.2 The relevant Estate Agent(s) must be advised of the existence of the relevant GPHOA Rules and should they not be so informed and should their advertising boards be removed by the Committee, the Member hereby fully indemnifies the GPHOA against any claims, including costs, that may be instituted by such Estate Agent(s).

15. ENVIRONMENTAL ISSUES/USE OF OPEN SPACE

- 15.1 For purposes of sections 15.6, 15.7, 15.8 and 15.9 below 'open space' shall mean any area in the scheme not covered by a dwelling/building.

- 15.2 No person shall disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animals, insect, reptile or bird anywhere in the scheme.
- 15.3 No person shall anywhere disturb, destroy or collect any plant material, whether living or dead anywhere in the scheme, save with the consent of or on the instructions of the Association, save further that the provisions of this section shall not apply with respect to the exercise by any person of any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes.
- 15.4 No fire shall be lit anywhere in the scheme except in a properly constructed fireplace nor shall camping be permitted except at any place which may be specially designated for one of those purposes by the Association.
- 15.5 No person shall discard any litter or any item of any nature whatsoever at any place in the scheme except in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 15.6 No person shall appropriate any part of the open area into his property or attempt to make exclusive use of any part of the open area without the prior written consent of the Committee of Green Pastures Home Owners Association.
- 15.7 No person shall use any open space within the scheme in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons in the scheme.
- 15.8 No person shall use, or conduct himself upon any open space within the scheme in such a manner as may in the opinion of the Association detrimentally affect the open space or any of the amenities thereof.
- 15.9 Subject to any law including, without affecting the generality of the foregoing, any regulation made in terms of the Environmental Conservation Act No 73 of 1989, or any permit granted under or in terms of the said Act or the Environmental Conservation Act No 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural flora and fauna, and no person shall enter any such area without the consent of the estate manager. Such areas shall be demarcated by means of wooden stakes painted in a distinctive colour and placed at approximately (fifteen) metre intervals.
- 15.10 No path or trail in the open space shall be used except by pedestrians unless specially designated for some other use by the Association.
- 15.11 Where the Association has entered into any agreement with any member granting that member the exclusive use and occupation of any area in the scheme, no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
- 15.12 No person shall anywhere in the scheme discharge any fire-arm or any air-gun or pistol except in self-defence.
- 15.13 All Members shall be bound by the guidelines and/or provisions of the Environmental Management
- 15.14 Plan of the Green Pastures Common Area during the construction, renovation, improvement and completion stages of any dwelling on the land comprising the erf owned by them and such plan will be made available by the estate manager upon request and shall be deemed to form part from these rules as if contained herein.

16. FAILURE TO COMPLY WITH THESE RULES:

- 16.1 Failure by a Member to comply with any provisions of these Rules shall result in:

- 16.1.1 The Committee [Which may include a Sub — Committee of at least three [3] Members forming a Disciplinary Committee] advising the Member by written notice of the nature and broad details of the alleged breach of these Rules and calling for an explanation and / or an apology for the relevant contravention. The Committee shall at the same time advise the Member, at the address [Whether electronic or physical] to which the Member has in the past received correspondence from the GPHOA, that the required explanation and /or apology shall be delivered to the Committee, in person or by e-mail, within seven [71 days of receipt of the notice.
- 6.1.2 The Committee shall then consider the written explanation / apology and then decide, at its sole discretion, whether to accept such explanation / apology or to impose a fine or to proceed to institute a Disciplinary Enquiry against the Member,
- 16.1.3 Should the Committee decide on the imposition of a penalty or a fine, in terms of these Rules, the imposition of such a fine shall be deemed to be part of the levy due by the Member and debited to the Member's levy account. Should the Member choose to recover all or part of the amount from a third party such as a builder, sub-contractor, tenant or supplier of goods or services, this is not a matter of Green Pastures who will always hold the Member responsible for payment of the penalty or fine.
- 16.1.4 Should the Member, in writing to the GPHOA by e — mail, advise that he refuses to pay the fine imposed in terms of these Rules and within ten [10] days of being advised in writing of the imposition of the fine and the amount involved, the Committee shall proceed with the institution of a Disciplinary Enquiry against the Member. Should the Member not advise the GPHOA within the ten [10] day period that he refuses to pay the fine as provided for here in, then the fine shall be deemed to be accepted by the Member and lawfully debited to his levy account.
- 16.1.5 In the event that the Committee decides that a Disciplinary Enquiry shall be instituted against the Member, the Committee shall appoint a Chairperson to hear the Disciplinary Enquiry and such Chairperson may be a member of the Committee or a person with legal qualifications appointed by the GPHOA. The procedure to be followed in the Disciplinary Enquiry shall be informal and decided in each instance by the Chairperson appointed, provided at all times that the rule of law is followed.
- 16.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall be entirely at the sole discretion of the Committee, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance. The imposition of a fine shall be fair and unbiased.
- 16.3 The amount of the fines to be imposed will be in accordance with the following:
- 16.3.1 For the first transgression of any of these Rules the fine to be imposed on a Member shall be a written warning or a fine not exceeding R 1,000.00;
- 16.3.2 For the second transgression of the same Rule by a Member, within a period of three [3] years from the first transgression, the fine to be imposed on the Member shall be 200% of the fine referred to in Paragraph 16.4.1 above;
- 16.3.3 For the third or subsequent transgression of the same Rule by a Member, within a period of three [3] years from the second or previous transgression, the fine to be imposed on the Member shall be 300% of the fine referred to in Paragraph

- 16.3.1 above for the third transgression and thereafter for each subsequent transgression the fine to be imposed shall increase by 400% for each transgression.
- 16.4 Specific penalties apply to transgressions of the Builders Code of Conduct. We refer you to section 23 of The Green Pastures Home Owners Association, Builders Guidelines
- 16.5 In addition to any penalties or corrective actions that may be imposed upon the Member by the Knysna Municipality Town Planning Department, any Member who makes commences building a home, or makes alterations to a home without seeking and obtaining prior approval from the Aesthetics Committee for such plans, shall be liable to a Penalty of R5000.00.
- 16.6 In a case where alterations have been made without prior approval, the Aesthetics committee may call upon the owner to submit plans for the home "as built". Should the Members not deliver such plans within 60 days of the date of request, then the committee will deem this to be a further transgression and penalties as set out in 16.3 above shall apply.
- 16.7 In the case of an emergency and/or dangerous situation caused by the contravention /breach of these Rules by any Member, nothing herein contained shall at any time prevent and/or prohibit the Committee from taking appropriate steps to immediately ensure that the emergency or dangerous situation is immediately relieved in the best interests of all persons in the Development.

17. INDEMNITY

- 17.1 The GPHOA, or any Member of the Committee or any Sub — Committee as elected / appointed in terms of the Constitution of the GPHOA, the Managing Agent [If appointed] shall not be liable for any injury or loss or damage of any description which any Member may sustain, physically or to his / property, and whether directly or indirectly.
- 17.2 This indemnity is absolute and the only time that the GPHOA or any Member of the Committee or any Sub — Committee shall be deemed to have waived this indemnity, is where the GPHOA I Member of the Committee of Sub — Committee acts wilfully and mala fides to specifically prejudice any Member, the onus of proof whereof shall vest in the Member.