



JOHANNESDAL VILLAGE HOMEOWNERS' ASSOCIATION

An association established in terms of
Section 29 of the Stellenbosch Municipality
Land Use Planning By-Law

ESTATE RULES

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1. Preliminary

1. (1) These Estate Rules have been established in accordance with the Constitution and enforced by the Trustees and the managing agent of the Johannesburg Village Homeowners' Association ("the Association" and/or "the Estate"), to provide for the use and enjoyment of the common areas, to promote the harmonious co-existence of all owners and/or occupiers of ervens within the Estate, to advance and protect the Estate, and to manage the collective interests common to all members.

(2) These Estate Rules may be further amended from time to time subject to the provisions of the Constitution, by the trustees.

2. Binding nature

2. (1) These Estate Rules shall be binding on all owners and/or occupiers including their visitors, and it shall be the duty of the owner/s to ensure compliance with these Estate Rules by their occupiers.

(2) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular erf will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the Association.

3. Definitions and interpretation

3. (1) In these Estate Rules, unless inconsistent with the context and the provisions of the Constitution, the following words and expressions shall have the meanings hereby assigned to them:
 - (a) "**Association**" means the Johannesburg Village Homeowners' Association, and "**Estate**" has a corresponding meaning;
 - (b) "**common area/s**" means the private internal roads and the private open spaces within the Estate (including private road reserves, all buildings, structures and other facilities, amenities, landscaping and improvements situated or made on the common areas), but excluding the erven and flats;
 - (c) "**Community Schemes Ombud Service Act**" means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;
 - (d) "**Constitution**" means the Constitution of the Association;
 - (e) "**erf or erven**" mean an individual erf or erven (improved or unimproved), situated within the management area (i.e., the physical area of the Estate, including all erven, sectional title units and common areas contained therein, which area falls under the management jurisdiction of the Association in terms of the Constitution), in terms of a general plan registered over the land;
 - (f) "**Estate Rules**" means these rules which govern the Estate as contained in this document, amended from time to time subject to the Constitution;

(g) “**managing agent**” means, and includes any third party to whom this company may cede and assign its rights and obligations incidental to its appointment as managing agent or such other person as may from time to time be appointed to that position in terms of the Constitution;

(h) “**member**” means member of the Association;

(i) “**motor vehicle**” includes any vehicle, truck, motorcycle or motorised scooter;

(j) “**Municipality**” means the Municipality of Stellenbosch;

(k) “**occupier**” means any person/s occupying an erf, other than the owner, including a tenant/s;

(l) “**offender**” means the owner that has allegedly failed to comply with the provisions of the Constitution, the architectural guideline, the Estate Rules, or a notice, directive or written warning issued in terms hereof; and for purposes of vicarious liability of the owner for acts or omissions on the part of such owner’s family members, tenants, occupants, invitees, visitors, agents, employees, contractors or the like, the owner shall be treated in terms hereof as having committed the act or omission himself;

(m) “**owner**” means the person/s in whose name the erf is registered at a deeds registry, or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “**owned**” and “**ownership**” have a corresponding meaning;

(n) “**pets**” include all species of domestic animals;

(o) “**rules**” means these Estate Rules;

(p) “**short-term letting**” means the rental of an erf in the Estate for a period of less than 30 (thirty) consecutive days;

(q) “**trustee**” means a person/s appointed or elected as a member to the committee of trustees of the Association elected in terms of clause 12 of the Constitution; and

(r) “**visitor**” means any person/s visiting the Estate, other than those person/s defined under occupier, including guests, employee/s and contractor/s.

(2) In the interpretation of these Estate Rules, unless the context otherwise indicates:

(a) the headings to these Estate Rules are for reference purposes;

(b) where numbers are expressed in words and in numerals, the words shall prevail should there be any conflict;

- (c) words and expressions used herein shall have the meaning assigned to it in the Constitution;
- (d) words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons and vice versa;
- (e) when any number of days is prescribed in these Estate Rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;
- (f) Should any of these Estate Rules be in conflict with a provision of the Constitution, the provision of the Constitution shall take precedence, and
- (g) reference to natural persons includes legal persons and the converse shall apply.

4. Indemnity

- 4. The owner or occupier within the Estate, their family, employees, guests and service providers shall indemnify, defend and hold harmless the trustees of the Association from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description including any reasonable attorney's fees and or litigation expenses caused by, arising out of or contributed to in whole or in part by reasons of any act, omission, professional error, fault, mistake or negligence of the trustee committee, their employees, agents, representatives or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected trustees of the Association shall under no circumstances be held personally liable whilst performing their duties as trustees unless found to be grossly negligent.

5. Written consent

- 5. (1) Whenever the written consent of the Trustees is required in terms of these Estate Rules, application for such consent must be made in writing, and the applicant owner must furnish the Trustees and/or management with all the details and documents as may be required by the Trustees and/or management.
- (2) The written consent of the Trustees in terms of these Estate Rules, or the withdrawal thereof, shall be in such format as decided upon by the Trustees from time to time.
- (3) The Trustees may attach reasonable conditions to their consent.
- (4) The Trustees may, by written notice, notify the applicant owner concerned, if any condition imposed is not complied with, including a warning that the consent will be withdrawn if such conditions are not complied with.

(5) If non-compliance with the conditions persists for a period of 14 (fourteen) days after the Trustees' notice, the Trustees may withdraw their consent, by written notice to the applicant owner.

6. Safety and Security

6. (1) Owners and/or occupiers must ensure that the security and safety of others, as well as their properties are preserved and protected, and in particular must ensure compliance with the Estate's security system rules below and those that may be put in place from time to time:

- (a) all occupiers must provide their contact details, including their official identity or passport document/s, to the managing agent, for the purpose of access control and/or registration;
- (b) all owners and occupiers must ensure that their visitors adhere to the access control procedure;
- (c) non-owners and/or non-occupiers are not permitted uncontrolled access to the Estate;
- (d) any security incident and/or suspicious persons and/or behaviour must be promptly reported to the Trustees and/or management as soon as reasonably possible;
- (e) the Association, including any security, or estate staff, may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. All owners and occupiers are responsible for ensuring that all delivery persons entering the Estate via their authorised access, and/or delivering goods to their ervens, have exited the property, and ensured that all gates are securely shut;
- (f) no 'on show' realty days will be permitted, and viewings are only permitted by appointment, and
- (g) no 'on show' or 'for sale' signs will be permitted on any part of an erf, common areas, or outside the entrance gates.

7. Behaviour within the Estate

7. (1) With the exception of each owner and/or occupier's exclusive use area, no owner and/or occupier may make use of any part of the common areas to the exclusion of others, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner and/or occupier must not obstruct the lawful use of the common areas by any other person.

(3) An owner and/or occupier must not, without the prior written consent of the Trustees:

- (a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common areas;
- (b) place, store, leave any object on any part of the common areas, or allow or permit it to be so placed, stored, or left;

- (c) erect any tent or similar structure of a temporary or permanent nature on the common areas;
 - (d) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common areas, and promptly report damage to the common areas to the managing agent in writing, and
 - (e) place any sign, notice, billboard or advertisements of whatsoever type on any part of their erf that will be visible when viewed from outside their erf.
- (4) No person/s may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited within the common areas.
- (5) An owner and/or occupier must ensure that no intoxicating or illegal substances are permitted on the common areas.
- (6) An owner and/or occupier may not slaughter any animal or poultry on the common areas. The slaughtering of animals or poultry for religious reasons, will only be permissible provided that:
- (a) the owner and/or occupier has/have obtained the prior written consent of the Trustees, which consent will not unreasonably be withheld;
 - (b) such written request must specify 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; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;
 - (c) the slaughtering ritual must be carried out in accordance with the terms and conditions of the Trustees' approval granted after consideration of the written application referred to above;
 - (d) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;
 - (e) as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;
 - (f) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that a SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering, and
 - (g) upon receipt of written proof that all affected owners and occupiers within the Estate have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

- (7) No owner and/or occupier may cure or hang up to dry any meat, fish, skin, or the like on any part of the common areas.
- (8) No owner and/or occupier may hold or allow any auction, exhibition/s or jumble sale/s on any part/s of the common areas.
- (9) No advertisements or publicity material may be displayed or distributed on the common areas without the prior written consent of management.
- (10) An owner and/or occupier must not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common areas, without the prior written consent of the Trustees.
- (11) No drones may be operated within the common areas, except in the instance of an estate agent, who would be permitted to fly a drone, provided that the written consent of the Trustees is sought at least 5 (five) days prior to the intended date, and they must be appropriately licensed to fly said drone.
- (12) An owner and/or occupier must not cause or permit any disorderly conduct of whatsoever nature upon any part of the common areas or do or permit any act, matter or thing in or about the same which must constitute or cause a nuisance or disturbance or any inconvenience to any others.
- (13) An owner and/or occupier must be cognisant of the proximity of the ervens to one another and must not allow any persistent and unreasonable noise levels to disturb peaceful enjoyment of others.
- (14) Excessive noise must at all times be reasonably avoided within the Estate, with exceptionally low levels of noise must be observed between 22:00 and 08:00 daily.
- (15) Power tools, lawnmowers, bush cutters, weed eaters and similar, may only be used between the hours of 08:00 to 17:00 on Mondays to Fridays. No such use is permitted on weekends and public holidays.
- (16) Owners and/or occupiers must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to others.
- (17) An owner and/or occupier must not use the property or permit it to be used for any purpose which is injurious to the reputation of the Association.
- (18) An owner and/or occupier must take reasonable steps to ensure that their visitors do not behave in a way likely to interfere with the peaceful enjoyment of the Estate.
- (19) No explosives, crackers, fireworks or items of similar nature may at any time be lit and/or set off within the common areas.

(20) No firearms may be discharged throughout the Estate, except under such circumstances, which would reasonably justify the use of a firearm for private defence, as set out in the Firearms Control Act 60 of 2000.

(21) Owners and/or occupiers must not cause or permit the striking, throwing, propelling or bouncing of balls, stones and/or other objects within the common areas.

(22) Bicycles, tricycles, and the like may be used on designated access paths in the common areas for recreational purposes.

(23) Motorcycles, quad bikes, and other similar objects may not be used on the common areas, other than for entering and exiting the Estate, nor may they be left, parked and/or stored on any part of the common areas where they may cause an obstruction, nuisance and/or danger to any other owner or occupier.

(24) Motorised vehicles such as motorcycles, quad bikes and any other engine-driven vehicles may not be used in such a way as to cause excessive noise when entering and exiting the common areas.

(25) No person/s may burn any garden refuse and/or waste, and/or light any fire, at any place upon the common areas and/or perform any action that may increase the risk of veld and/or wildfire/s.

(26) An owner, occupier and/or tenant must not store any material, or do or permit or allow to be done, any other dangerous act in the Estate or on the common areas which will or may increase the rate of the premium payable by the Association on any insurance policy.

(27) Children are permitted to play in the common jungle gym / play area, provided that they are at all times supervised by an adult.

(28) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.

(29) No obstacles or objects, which may interfere with the normal operation of the electronic gates, may be inserted therein or placed in such a manner so as to avoid the automatic closure of the gate. No person/s may tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to management and/or the Trustees.

(30) In the event of damage of whatsoever nature being caused to the common areas, by an owner and/or occupier or any of their visitors, the owner will be responsible for the costs of such repair.

(31) Owners and/or occupiers must not keep or do anything on the common areas after receipt of a notice to desist has been received from the Trustees.

(32) No barbeques or braais are permitted on the common areas.

(33) No person is permitted to store any flammable, hazardous, dangerous and/or harmful substance/s or a substance/s, which contravenes the environmental management plan or environmental impact assessment, within their erf, provided that certain products or substances, such as lawnmower petrol mixtures, paint, cleaning, solvents, fertilizers, as reasonably required for domestic use, may be kept in small quantities, not exceeding 10 (ten) litres, and be stored as per the manufacturer's instructions.

(34) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations located within erven must have a Certificate of Compliance, which states that the installation has been properly inspected and is determined to be safe and leak free. As of 1 May 2023, all gas installation Certificates of Compliance must be in the prescribed form, as per SAQCC Gas Regulations, and gas compliance agencies are not permitted to make use of any other form. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(35) Caution must be exercised in regard to flora and fauna, noting that no flora may be damaged and/or removed from the common areas, except for declared noxious flora, which is not permitted. Fauna may not be chased, trapped and/or harmed in any manner, and the feeding of any fauna is prohibited.

(36) Owners and/or occupiers must ensure that the relevant Municipal Regulations are adhered to in regard to the use of their ervens, including overcrowding, by not allowing the number of occupants to exceed the maximum of 2 (two) adult persons per bedroom.

(37) No photovoltaic (solar) panels or generators are permitted to be installed within the Estate.

(38) No owner and/or occupier may install any appliance and/or equipment and/or apparatus to the exterior of their property without the prior written consent of the trustees, such consent may include the imposition of reasonable conditions.

(39) Any washing lines erected within an erf must be obscured from view of other residents within the Estate.

(40) No person/s may sleep or overnight on the common areas.

(41) All braais within erven must be made at least 2m (two meters) from any building.

8. Littering, refuse, waste disposal and pest control

8. (1) The owner or occupier of an erf must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles or any litter whatsoever on the common area, in a way or place likely to interfere with the enjoyment of the common area by another owner or occupier.

- (2) The owner or occupier of an erf must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped in newspaper to prevent accidents.
- (3) The owner or occupier of an erf must keep a receptacle for refuse in a clean and dry condition and adequately covered within the erf, not visible when viewed from outside the erf.
- (4) Except where and when designated, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste, may be left on the common area.
- (5) The owner or occupier of an erf must ensure, that when carrying their refuse to the designated refuse area, if any, at the times specified, if any, that their refuse bags, containers or other receptacles do not leak or cause a mess to the common areas, and if it does, they are responsible to clean up the mess, and remove such refuse receptacle within the same day of the refuse being collected.
- (6) The owner or occupier of an erf must ensure that in disposing of refuse, they must not adversely affect the health, hygiene or comfort of the owners or occupiers of other erven.
- (7) Owners and occupiers are responsible for removing all other kinds of refuse, including builder's rubble, packing material, furniture and similar from their own erfs and from the Estate.
- (8) Garden refuse and recycling must be kept separate from the household refuse, for disposal by the owners and/or occupiers, or as per the collection services of the Estate, if any.
- (9) The owner of an erf must keep the erf free of wood-destroying insects, including white ants and borer beetles, as well as other pests in general, i.e. cockroaches, wasps, etc..
- (10) No owner or occupier may feed any animal, bird or reptile on any part of the common areas or from their erf, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere within the Estate.

9. Keeping of pets

9. (1) An owner and/or occupier of an erven must not, without the prior written consent of the trustees, which may not unreasonably be withheld, keep any animal, reptile and/or bird in any erf within the Estate, and must not exceed 2 (two) animals.
- (2) Should such an application be made, it must be in accordance with the prescribed form, issued by the trustees from time to time (Annexure B), and be accompanied by certificates of vaccination and sterilization of the pet concerned, where relevant.

(3) Owners and/or occupiers are required to keep their pets within the confines of their enclosed areas and must ensure that their pets are kept under control on a leash, where relevant, and accompanied by a responsible person, when on the common areas.

(4) An owner and/or occupier will be responsible for the correct removal of any of their pet's excrements from the common areas.

(5) No pets may unreasonably disturb others.

(6) The owner of any pet, permitted into the Association, will be solely liable for the conduct of the pet, and the Association will not be held responsible for same.

(7) The owner of a pet must ensure that their animal, where relevant, is chipped and tagged, displaying the owner's contact information.

(8) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal within an erf and to accompany it on the common areas.

(9) No animal/s may be raised, bred, or kept for any commercial purpose within an erf.

(10) Exotic and/or wild and/or non-domestic animals, livestock, poultry, pigeons and aviaries are not permitted within the Association.

(11) Visitors, including short-term tenants to the Estate, i.e. persons residing within the Estate for less than 30 (thirty) consecutive days, are not permitted to bring their pets into the Estate, except in the instance of a guide, hearing or assistance animal.

10. Letting

10. (1) No time-sharing or similar agreement may be concluded by an owner.

(2) Short-term letting for less than 48 (forty-eight) consecutive hours is not permitted.

(3) An owner must take reasonable steps to satisfy themselves as to the suitability of the prospective tenant.

(4) An owner must, prior to occupancy being taken by a tenant or other occupier:

(a) complete and submit Annexure A, for short-term letting, and Annexure C, for non-short-term letting, to the trustees and/or managing agent;

(b) inform their tenant or occupier of their duties to observe the Estate Rules;

(c) furnish them with a copy of these Estate Rules, and lodge a written acknowledgement of receipt thereof by the tenant or occupier with the managing agent;

(d) obtain a written undertaking from their tenant or occupier to comply fully and in all respects with the requirements of the Estate Rules, for the period of their occupancy, and

(e) notify the managing agent, in writing, within 7 (seven) days of the entering into of the lease, and a minimum of 48 (forty-eight) hours of commencement of the agreement, of the details of the tenant/s, including names, official identity or passport identification, mobile and telephone numbers and email addresses.

(5) All tenants of erfs and other persons granted rights of occupancy by any owner of the relevant erf are obliged to comply with these Estate Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(6) Owners must not lease their erf or otherwise grant right of occupancy to any person if by so doing they contravene the law, any Act or By-Law.

(7) No such lease agreement will in any way release owners from any of their obligations in terms of the provision of the Constitution and these Estate Rules.

(8) The rules in relation to the use and occupation of erfs and common areas are binding on owners, their tenants and other occupiers of erfs, and it is the duty of an owner to ensure that his or her tenants and other occupiers, including employees, visitors, guests and their family members, comply with these Estate Rules.

(9) The owner remains at all times responsible for the behavior of their tenant, occupier or visitors and any breach by their tenant, occupier or visitors of the provisions of these Estate Rules will be treated as if the owner committed the offence which must be rectified by the owner of the erf immediately upon receipt of a written notice to do so from the Trustees.

(10) Breaches of these Estate Rules by a tenant, occupier or visitor will result in the owner being subject to a reasonable fine determined at the discretion of the Trustees.

(11) Owners or occupiers must ensure that the use of their erf does not cause a nuisance or danger to any other owner or occupier.

(12) A tenant is not permitted to sub-let their property and/or erf without the prior written consent of the owner of the erf and the trustees.

11. Vehicles

11. (1) Any person/s entering the Estate must obey all signs and road markings containing directions for the use and parking of vehicles on the common areas.

(2) No person may drive any vehicle on the property except on the roadways and driveways constructed for the purpose, except patrol vehicles of the Estate's security company, contracted by the Association, any other official Estate vehicle in the execution of its duties and any emergency vehicles, in the event of an emergency.

(3) No unlicensed person may drive any vehicle on the common areas, and no unlicensed and/or unroadworthy vehicles are allowed to be driven, parked or stood within the Estate.

(4) While on the common areas, the following is not permitted:

(a) driving in excess of 10 km (ten kilometres) ("dead slow") per hour;

(b) sounding the hooter, other than in the case of an emergency;

(c) slamming of door/s;

(d) excessive revving of engines;

(e) radio and/or sound systems set at a volume audible outside the vehicle;

(f) driving recklessly or in such a manner as could adversely affect the safety of others, or to create a nuisance;

(g) quad bikes or off-road motorcycles;

(h) tailgating through the entrance and/or exit;

(i) leaving, parking and/or storing motorcycles, quad bikes and similar, where they may cause an obstruction, nuisance and/or danger to any others, and

(j) vehicles dripping oil, petrol or brake fluid, or in any way defacing the common areas. Should any vehicle have leaked fluid of any kind on the common areas, the owner of the erf owning or granting access to the vehicle is solely responsible for the immediate cleaning and repair of any mess and damage caused to the satisfaction of the Trustees. In the event of a stain occurring, the owner or occupier will be given 3 (three) days written notice in which to clean area to the satisfaction of the Trustees. Should the owner or occupier not comply with the terms of the notice, the Trustees will be entitled to have the area cleaned and all costs incurred to remove such stains will be for the owner's account.

12. Parking

12. (1) Parking is only allowed in demarcated parking bays within the owner or occupier's erf.

(2) No vehicle may be parked, so as to obstruct the movement of pedestrians, or other vehicles on the common areas, or from other erfs, or as to impede the use of any parking bay, or to protrude beyond the designated parking bay of an erf.

(3) Without the permission of the Trustees, no owner and/or occupier may, on the common areas:

(a) park any vehicle, or permit any of their visitors' vehicles to be parked in areas not demarcated as parking bays;

(b) park trucks, not exceeding a maximum load of 6 (six) tonnes, used for the purpose of loading and unloading goods, caravans, watercraft, trailers and vehicles which have no independent means of motorised propulsion, and

(c) dismantle or effect major repairs to any vehicle.

(4) Boats and similar watercraft are permitted to be parked in an owner and/or occupier's parking bay if it fit inside the parking bay, otherwise the boat or watercraft must be parked in the garage.

(5) Caravans are not permitted within the Estate.

(6) Any vehicle parked upon the common areas is subject to the express condition that every vehicle is parked at the owner of the vehicle's risk and responsibility, and that no liability will attach to the Association, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common areas.

(7) An owner and/or occupier may only use the common areas for parking for short periods, including for the purpose of loading and unloading items from their vehicles as well as the collection and drop off of persons.

(8) No person/s may park on the verges, walkways and/or pathways.

(9) The Trustees may cause any vehicle to be wheel-clamped, removed or towed away, at the risk and expense of the owner or occupier, including payment of a fine to be determined by the Trustees from time to time, should any vehicle be parked, standing, or abandoned on the common areas without the prior written consent of the Trustees. The fine and/or cost must be paid before the vehicle is released. A release fee, the amount of which will be determined in accordance with Trustees discretion, will be payable prior to release of a wheel clamp. In the event that an owner of a vehicle wishes to remove a clamp during hours in which no one is available, the Trustees will place a notice on the vehicle, which provides the contact details of the party in charge of releasing the clamp.

(10) Garage doors shall be kept closed, unless when access to a garage is required.

(11) The running of a business or any electrical appliances from a garage is strictly prohibited, as the provision of electricity to these garages is a common expense.

(12) An owner and/or occupier is not permitted to park in the driveway located adjacent to their garage in the event that their garage is being used for storage. Should a garage be used for storage purposes, it must still be capable of fully parking a vehicle.

(13) The visitors parking bays located inside the Estate may only be used upon prior arrangement with the trustees.

(14) The visitors parking bays located outside, but adjacent to, the Estate are only permitted to be used for a maximum period of 48 (forty-eight) consecutive hours.

13. Employees and contractors

13. (1) An owner and/or occupier may not request the employee/s and contractors of the Association to perform personal tasks for them during their working hours.

(2) Owners and/or occupiers may not interfere with the employee/s or contractors of the Association in the performance of their duties or instruct them in regard to the common areas.

(3) Owners and/or occupiers are responsible for the conduct of their own employees or contractors on the common areas and must ensure that they:

(a) are registered with the managing agent and/or the Trustees, based on the prevailing security access method that may be operational;

(b) are removed from the access control register when no longer employed by such owner and/or occupier;

(c) are permitted to only enter and exit the Estate via the designated entrance gate;

(d) do not cause a nuisance, and

(e) comply with the security procedures in terms of these Estate Rules.

14. Conducting business

14. (1) No owner and/or occupier may run a business on any part of the common areas.

(2) No member shall conduct any business on an erf, or use such erf for a purpose other than residential, unless the Trustees have, in writing, approved the use to which the erf is to be put and the Local Authority has, to the extent that it may be necessary, granted approval authorising such

use in terms of the applicable laws and regulations, and there has been compliance with the following:

(a) such applicant owner submits an application contain a full description of the proposed business or usage, including, but not limited to:

- (i) the type of business;
- (ii) the number of full and/or part time employees;
- (iii) operating times;
- (iv) the projected growth of the business operation;
- (v) the estimated number of non-residents, per week, resulting from the business operation;
- (vi) the estimated number of deliveries necessitated by the business operation;
- (vii) what provision is to be made for parking, and
- (viii) the likely impact of the business operation on neighbouring properties and the Association in general.

(3) The Trustees shall not approve any such application unless they are satisfied that the application complies with the following:

- (a) the business operation will not detrimentally alter the character of the Association or affect the privacy and rights of others in the Association;
- (b) the dwelling on the erf, must still be used for the purpose of occupation;
- (c) members who are affected by the application are in agreement therewith;
- (d) non-residents will not be afforded uncontrolled access into the Estate, and
- (e) no signage will be erected.

(4) Should any aspect of the business operation change, the applicant owner will be required to make a new application.

15. Clubhouse

15. (1) Owners, occupiers and/or tenants may use the clubhouse, subject to the following conditions:

- (a) access is not permitted by owners and occupiers if the venue is being let, by an owner or occupier, for a private function;

(b) bookings must be made through the offices of the managing agent, and upon confirmation, the estate manager will make the keys available;

(c) the use of alcohol is not permitted, except in the event of a private function as set out herein; and

(d) the person/s hiring the clubhouse is responsible for a deposit fee, as may be determined by the trustees from time to time, and any damages caused to the area, and to ensure that the areas are left in a clean condition.

16. Swimming pool area

16. (1) Owners, occupiers and/or tenants may use the swimming pool, subject to the following conditions:

(a) no alcohol is permitted;

(b) no glass bottles or containers are permitted;

(c) no loud music is permitted;

(d) no swimming is permitted after XXX;

(e) children using the swimming pool, must be under the supervision of an adult, who will be responsible for their safety and conduct;

(f) only the employees and contractors of the Association will be permitted access to the swimming pool pump, equipment enclosures, chemicals and cleaning equipment;

(g) only bathing apparel may be worn in the swimming pool;

(h) games are not permitted;

(i) no animals permitted;

(j) visitors utilising the swimming pool must be accompanied by the relevant owner, occupier and/or tenant; and

(k) the prior written consent of the trustees must be obtained in the event of a party or reception at the swimming pool and/or surrounding areas involving more than XXX visitors.

17. Architectural Guidelines

17. (1) In order to maintain high standards and to ensure an attractive and harmonious Estate, the Trustees are empowered to impose Architectural Guidelines in respect of all building works taking place within the boundary of the Association.

(2) No building or structure, including the altering of its external appearance, may be erected or undertaken within or upon an erf, unless the architectural design plans and specifications (including materials) of such building, structure or alteration have been approved, in writing, by the Trustees and its nominated architect.

(3) No member shall install or fix burglar bars to any external windows or doors of the buildings within or upon their erf without the prior written consent of the Trustees.

(4) No member shall erect or construct any pergolas, patio awnings, shade ports, car ports, washing lines, Wendy houses, walls or any other structures which may, in the sole opinion of the Trustees, affect the external appearance or the improvements upon or within their erf without the prior written consent of the Trustees.

(5) Any dwelling or improvements to be erected upon or within an erf must comply with the Architectural Guidelines and other specifications as set out therein. In respect of the dwellings, the member must mandate an architectural firm to design and supervise the construction of the dwelling and other improvements to be erected upon or within the erf. Plans for any such dwelling or improvements must be submitted to and be approved by the Trustees, prior to submission thereof to the Local Authority.

(6) An architectural scrutiny fee shall be borne and paid by the member to the Association, as the case may be, together with the submission of the plans as aforesaid. The Trustees shall have absolute discretion in approving or refusing to approve such plans and specifications, but approval shall not be unreasonably withheld.

(7) Prior to any building works being undertaken, a member must pay to the Association a deposit in respect of the building works to be undertaken. The Trustees will determine the amount of the deposit that is to be paid by the member, such determination will take into account the scope of the building works to be undertaken, duration of building works, and other reasonable factors.

(8) Building works are only permitted to be undertaken within the Estate 08:00 to 17:00 on Monday to Saturday, no work is permitted on Sundays and public holidays, except in the instance of an emergency and the trustees have been reasonably informed of same.

18. Governance documents and records

18.(1) The records and documents of the Association must be kept in such a manner as to be compliant with the Protection of Personal Information Act 4 of 2013 ("the POPIA").

(2) The Association must appoint an Information Officer as the responsible party, under the POPIA, to ensure compliance with the POPIA, and to develop and apply a written policy relating to the procedures required to be followed within the Estate in regard to the implementation of the POPIA.

(3) The Information Officer, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the person/s to which it relates.

(4) Upon receipt of a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is made by a registered member/s or a person duly authorised in writing by the registered member/s or its duly authorised representative.

(5) When receiving a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is in compliance with the POPIA, in that no such request will be permitted if the reason for such request is not provided by the party requesting such access for inspection and copy/ies, and further if the reason/s provided are not deemed reasonable in regard to the administration and management of the Estate, or any legitimate purpose under any applicable legislation.

(6) When a requesting party is in receipt of any record/s and/or document/s of the Association, such person is responsible to ensure compliance with the POPIA in their intended use of the record/s and/or document/s so obtained.

(7) The Association may, for legitimate purposes, utilise and/or process the record/s and/or documents of the Association for the purposes of the administration and management of the Estate.

19. Complaints

19. (1) All complaints are to be submitted, in writing to the Trustees.

(2) The Trustees must investigate the matter and notify the alleged contravening owner and/or occupier in writing of the complaint.

(3) The Trustees shall ensure that action is taken against the person/s, who are allegedly in contravention, including the issuing of a warning and/or fine.

20. Dispute resolution

20. (1) In the event of any internal dispute arising between an owner, occupier, tenant and the Association, the parties to the dispute must engage each other in good faith, through internal dispute resolution mechanisms, i.e. formal mediation proceedings with a suitably qualified mediator, with a view to resolving the dispute within a reasonable timeframe.

(2) In order to notify the Association, as well as any person against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the trustees as per the prescribed complaint form.

(3) In the event of the dispute not being resolved through the internal dispute resolution mechanism, a party to the dispute may refer the dispute to arbitration, the Community Schemes Ombud Service or a court of competent jurisdiction for relief, whichever forum is appropriate under the circumstances.

21. Contravention of these Estate Rules and imposition of penalties

21. (1) If the conduct of an owner, occupier or their visitor/s, in the opinion of the Trustees constitutes a nuisance or contravention of any of these Estate Rules, the Trustees may furnish the owner with a written notice, which may in the discretion of the Trustees, be delivered by email, setting out the contravention, including a warning to cease such breach.

(2) In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a fine will be imposed on the owner of the erf.

(3) In determining the fine amount, the Trustees will consider the:

- (a) seriousness of the contravention;
- (b) costs and/or damages incurred by the Association;
- (c) inconvenience and/or disturbance caused, and

by majority decision, impose on the offender a penalty of 25% (twenty-five percent) for the first offence and 50% (fifty percent) for the second offence and 90% (ninety percent) for third or further offence/s, provided that the amount/s is/are not equal to, or exceeds that, of the monthly contribution levied to the relevant owner.

(4) Should the contravening owner request a meeting with the Trustees to discuss the penalty, the said meeting will be held remotely and with a person duly authorised by the Trustees to attend to the matter.

(5) Should a meeting take place, the Trustees must record the outcome of the meeting, and may resolve to:

- (a) uphold the penalty, or
- (b) withdraw, increase or reduce the penalty.

(6) A trustee will not be entitled to participate at the meeting in the capacity as trustee, if they, or any occupier and/or tenant occupies the erf which they own and/or represent, is the alleged offender.

22. Relaxation of rules

22. (1) No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or prevent the enforcement thereof by the Trustees at any time.

Undertaking

I/we the owner/s and/or occupier/s, do hereby confirm and validate that by signing this page, that I/we have read and understand each estate rule.

Signature

Annexure A | Short-term letting application form

Application for Short Term Let

Owners Name & Surname: _____

Address: _____

Owners Contact Telephone Number (24 hours): _____

Owners e-mail address: _____

Period of let - From: _____ To: _____

Tenant Name & Surname: _____

Tenant Contact Number (24 hours): _____

Number of Tenants for the period of the let: _____

I confirm that I have informed the tenants of the Johannesburg Village Homeowners' Estate Rules as well as the parking bay to be used.

Informed tenants of Johannesburg Village Homeowners' Estate Rules: **YES / NO**
(Please circle your answer)

Parking Bay Number to be used

My Short Term Let deposit of R 5 000.00 is up to date.

I understand that should there be any transgression of rules, or repairs needed to the common areas due to any action of my tenants, this will come from (but not be limited to) the Short Term Let deposit.

Owner's Signature

Owner's Name

Date

Annexure B | Pet application

1. All pets must be registered with the managing agent of the Association, using one pet registry form for every pet. The managing agent must be notified immediately of any change e.g. the loss, departure or death of any pet. The managing agent will maintain a register of all the pets kept within the Estate.
2. Owners, occupiers and/or tenants will not be permitted to keep pets without the prior written consent of the trustees. The trustees may withdraw such consent in the event of any contravention of any condition prescribed.
3. Pets will be restricted to 2 (two).
4. Dogs and cats must wear a tag, stating its name and the address and contact number of its owner.
5. Dogs and cats must be vaccinated, as required, and a veterinary certificate to this effect must be available for scrutiny at any time by the trustees.
6. Dogs and cats are to be spayed/neutered, and a veterinary certificate to this effect must be attached to this form.
7. Dogs may roam freely inside the owner's erf, otherwise they must be kept under control on a leash and accompanied by a responsible person.
8. An owner, occupier and/or tenant will be responsible for the correct removal of any of their pets' excrements from their erf, as well as the common areas.
9. No pets may unreasonably disturb other owners, occupiers and/or tenants.
10. The owner of any pet, permitted into the Estate, will be solely liable for the conduct of the pet and the Association will not be held responsible for same.

Details

Full name:

Telephone number: (H): _____ (W): _____ (C): _____

Email address: _____

Street address: _____

Pet's name: _____

Type: _____ Gender: _____ Age: _____

If dog, height in cm from floor to highest point on back (shoulder): _____

Description (incl. colouring, specific markings, etc.):

I agree to the terms and conditions herein, as well as the rules under Pets in terms of the Association's Estate Rules.

Signature

Date

Annexure C | New owner, occupier and/or tenant information

Address: _____		Owner name: _____	
Duration of lease: _____	Start date: _____	End date: _____	
Lease holder name: _____		Number of occupiers: _____	
	Name: _____	Cell number: _____	
Occupier 1	Email address: _____	Vehicle type: _____	
	Vehicle colour: _____	Vehicle registration: _____	
	Name: _____	Cell number: _____	
Occupier 2	Email address: _____	Vehicle type: _____	
	Vehicle colour: _____	Vehicle registration: _____	
	Name: _____	Cell number: _____	
Occupier 3	Email address: _____	Vehicle type: _____	
	Vehicle colour: _____	Vehicle registration: _____	
	Name: _____	Cell number: _____	
Occupier 4	Email address: _____	Vehicle type: _____	
	Vehicle colour: _____	Vehicle registration: _____	

Johannesdal Village Homeowners' Estate Rules:

I confirm that I have received a copy of Johannesdal Village Homeowners' Estate Rules and that I have read and understood the rules.

Signature

Date

Annexure D | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

Name of Estate or name of registered owner: _____

Hereinafter referred to as "the employer" represented by: _____

and

Name of contractor: _____

Street address: _____

Hereinafter referred to as "the mandatory" represented by: _____

Preamble

(a) WHEREAS the employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or user of plant and/or machinery;

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory, which sets out, and contains arrangements and procedures, which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its Regulations, and

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

“employer” means _____, the principal to this agreement;

“mandatory” means the contractor described under this agreement; sub-contractor means the contractors, agents and/or subcontractors employed by the mandatory;

“The Act” means the Occupational Health and Safety Act;

“The COID Act” will mean the Compensation for Occupational Injuries and Diseases Act, and

“The Agreement” means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the employer and will apply to the mandatory, its employees, agents, contractors and subcontractors.

2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of section 80 to 87 of the COID Act which cover will remain in force whilst any such employees are present on the employer's premises and that all such assessment fees are correct and paid up.

3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities thereunder and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health and Safety Act and that all comply with the such requirements in all respects;

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them;

(3.1.4) the mandatory must ensure that discipline regarding all aspects of health and safety will be strictly enforced;

(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times;

(3.1.6) no unsafe equipment and/or machinery and/or articles will be used by the mandatory, its employees or subcontractors on the employer's premises;

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times;

(3.1.8) all incidents and/or accidents which may occur whilst on the employer's premises or whilst the work under this agreement is being carried out and will be reported by the mandatory to the department of labour as well as to the employer;

(3.1.9) no use may be made by the mandatory and/or by its employees and/or their subcontractors of any of the employer's machinery, articles, substance, plant, personal protective equipment without the employer's prior written approval and any such use will be at the mandatory's own risk;

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit;

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be permitted on the employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances is not permitted onto the employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately;

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the employer's management;

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the employer's employees or visitors or other contractors in any way whilst performing work on the employer's premises;

(3.1.14) the mandatary understands that no work may commence on the employer's premises until this agreement has been duly completed signed and received by the employer;

(3.1.15) no dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act;

(3.1.16) when any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment, and

(3.1.17) all certificates of compliance will be provided in original format to the Association or its safety representative.

WITHOUT RECEIPT OF THIS AGREEMENT, JOHANNESDAL VILLAGE HOMEOWNERS' ASSOCIATION RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 202_ AT _____.

Signature of the employer

Date

Signature of the mandatary

Date