

# **NEWINBOSCH NEIGHBOURHOOD RULES**

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# NEWINBOSCH NEIGHBOURHOOD RULES AGREEMENT

## 1 DEFINITIONS & INTERPRETATION

- 1.1 In these Neighbourhood Rules, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**Aesthetic Committee**” means the committee appointed by the Trustees to oversee the implementation of the Guide;
- 1.1.2 “**Architect**” means the person appointed by the Homeowner as his architect and includes his partners, directors or associates;
- 1.1.3 “**Architectural Plans**” mean a set of plans prepared by the Architect for the construction of the Homeowner’s Improvements on the Unit;
- 1.1.4 “**Building Contractor/Contractor**” means a building contractor approved by the MHOA in terms of the Constitution and in terms of criteria determined by the Developer or the MHOA and employed by an Owner of an Erf for the construction of Improvements;
- 1.1.5 “**Building Contractors’ Fees**” are the fees payable by the Building Contractor to the MHOA in order to be allowed to make Improvements on the Neighbourhood. These fees may be amended from time to time by the MHOA and is set out in the BRR, Contractor Fees;
- 1.1.6 “**Building Project**” means the entire process of making Improvements on a Unit as well as all related activities taking place on the Unit;
- 1.1.7 “**Building Rules And Regulations**” or “**BRR**” means the agreement signed by the Homeowner, the Building Contractor and the MHOA before the commencement of any Improvements on the Unit on behalf of the Homeowner;
- 1.1.8 “**Chairperson**” means the chairperson of the board of Trustees, as contemplated in the Constitution;
- 1.1.9 “**Common Property**” or “**Common Areas**” means land registered in the name of the MHOA and which does not form part of any Homeowners’ property. Common Property also includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electricity systems;

- 1.1.10 “**Completion Certificate**” means the certificate issued by the MHOA when all Improvements on the Unit have been completed, all fees due by the Homeowner and/or Building Contractor have been paid and the MHOA is satisfied that the Building Project has been satisfactorily completed;
- 1.1.11 “**Constitution**” means the constitution of the MHOA, as amended from time to time;
- 1.1.12 “**Controlling Architect**” means an architect as nominated and appointed by the MHOA from time to time for the purpose of ensuring that all Improvements are done according to the Guide;
- 1.1.13 “**Controlling Landscaping Architect**” means a landscaping architect as nominated and appointed by the MHOA from time to time for the purpose of ensuring that all Improvements are done according to the Guide;
- 1.1.14 “**Developer**” means the Developer as defined in the Constitution of the MHOA;
- 1.1.15 “**Development**” or “**Neighbourhood**” means the mixed-use land development to be carried out and developed by the Developer on Remainder of Portion 33 of the farm Cloetesdal No 81, in the Municipality and Division of Stellenbosch, Province of the Western Cape and to be known as *Newinbosch Neighbourhood*, and includes any further developments incorporated as part of the MHOA;
- 1.1.16 “**Employees**” mean any employee or contractor (including Building Contractors/Contractors and their employees and sub-contractors) employed or appointed by Homeowners and/or Residents and/or persons operating a business within the Neighbourhood from time to time;
- 1.1.17 “**Electronic Funds Transfer**” (hereafter “**EFT**”) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification;
- 1.1.18 “**Erf**” means every Erf in the Development;
- 1.1.19 “**Erf Number**” means such number as used by the Developer as well as the Surveyor General to indicate an Erf;
- 1.1.20 “**Expert**” means a person or company who has been duly appointed by the MHOA to make a binding decision in matters that would otherwise be referred to arbitration;

- 1.1.21 “**Fines**” are issued in writing for transgression of Neighbourhood Rules at the discretion of the Manager;
- 1.1.22 “**Guide**” means the Newinbosch Design Guidelines prepared for and applicable to the Development, and includes all/any amendments made thereto from time to time;
- 1.1.23 “**Homeowner**” or “**Owner**” means the registered owner of a Unit;
- 1.1.24 “**Hospitality Area**” means the Grappa Shed; roof top function areas on apartment buildings, the coffee container and other facilities to be determined in the Neighbourhood;
- 1.1.25 “**House**” means the dwelling constructed on the Erf;
- 1.1.26 “**Improvements**” mean any structure of whatever nature constructed or erected or to be constructed or erected on a Unit and all work done by a Contractor on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.;
- 1.1.27 “**Landscaping Contractor**” means a person or company doing landscaping for a Homeowner and who has been duly appointed subject to the rules and regulations of the Neighbourhood;
- 1.1.28 “**Landscaping Plans**” means plans for the gardens on erven surrounding Improvements;
- 1.1.29 “**Local Authority**” means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is the Stellenbosch Municipality;
- 1.1.30 “**Manager**” means the person appointed to that office by the MHOA from time to time or his duly appointed subordinates in a particular area of responsibility;
- 1.1.31 “**Member**” means –
- 1.1.31.1 every registered Owner of an Erf, as well as every registered Owner of a subdivision of an Erf; and
- 1.1.31.2 every registered Owner of a Sectional Title Unit,
- and if a Member consists of more than one person such persons shall be jointly and severally liable *in solidum* for all obligation in terms of the Constitution;

- 1.1.32 “**MHOA**” means the Newinbosch Master Homeowners’ Association established in respect of the Development in terms of section 29 of the Stellenbosch Municipality Land Use Planning By-Law, 2015 and includes its duly appointed employees, contractors or agents;
- 1.1.33 “**Neighbourhood Rules**” mean the set of rules & regulations formally documented and as amended by the MHOA from time to time that govern all conduct on the Neighbourhood and as set out in this document and the appendices hereto from time to time;
- 1.1.34 “**Neighbourhood Rules Transgression Chart**” or “**NRT**” refers to the document annexed to these Neighbourhood Rules that stipulates the list of transgressions and the relevant applicable penalties;
- 1.1.35 “**Outside Armed Response**” means such security response providers who have been formally approved in writing by the Trustees or delegated subcommittee, to be allowed to provide armed response services on the Neighbourhood. A list of such approved security response providers is available from the MHOA. This approved list may be amended from time to time;
- 1.1.36 “**Panel Of Builders**” means such Building Contractors who have been scrutinised and formally approved in writing by the Trustees or delegated subcommittee, to be allowed to do construction work and Improvements in the Neighbourhood. A list of such approved Building Contractors is available from the MHOA. Only builders who are on the Panel Of Builders may do construction work and Improvements on the Neighbourhood. The Panel Of Builders may be amended from time to time;
- 1.1.37 “**Purchaser**” means the person/s or entity entering into a Deed of Sale to purchase an Erf in the Neighbourhood;
- 1.1.38 “**Resident**” means any person who is a Resident in the Neighbourhood and includes Owners/Members and members of their families, their guests and tenants;
- 1.1.39 “**Sectional Title Unit**” means a unit in a sectional title scheme established on the Development in accordance with the provisions of the Sectional Titles Act, No 95 of 1986;
- 1.1.40 “**Security Manager**” means such person duly appointed to manage and oversee security on the Neighbourhood;

- 1.1.41 “**Security**” means individuals employed by the MHOA or a recognised Security Company duly appointed by the MHOA to perform access control and other security functions in the Neighbourhood;
- 1.1.42 “**Short Term Letting Rules**“ means the MHOA’s rules from time to time in respect of such leases, which short term letting rules are annexed as **Appendix 2** hereto
- 1.1.43 “**Trustees**” means the Developer Trustees and the Member Trustees of the MHOA, from time to time, as defined in the Constitution, and includes alternate and co-opted Trustees;
- 1.1.44 “**Unit**” means a house on an Erf, or Sectional Title Unit in a sectional title scheme, which form part of the Neighbourhood;
- 1.1.45 “**Vehicle**” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.46 “**Visitor**” means any person entering the Neighbourhood who is not a Member, Employee or Owner;
- 1.1.47 “**Website**” means the Newinbosch website at [www.newinbosch.co.za](http://www.newinbosch.co.za);
- 1.1.48 words importing the singular shall include the plural and *vice versa*;
- 1.1.49 words importing natural persons includes legal persons and partnerships and *vice versa*;
- 1.1.50 words importing masculine gender includes all other genders;
- 1.1.51 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time; and
- 1.1.52 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2 The clause headings in these Neighbourhood Rules have been inserted for reference purposes only and shall not affect the interpretation of any provision of these Neighbourhood Rules.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.



- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Neighbourhood Rules, notwithstanding that it is only contained in this interpretation clause.
- 1.5 If any period is referred to in these Neighbourhood Rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.6 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of these Neighbourhood Rules, shall not apply.
- 1.7 These Neighbourhood Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.8 Expressions defined in these Neighbourhood Rules shall bear the same meanings in any annexure hereto which does not contain its own definitions.
- 1.9 Should a discrepancy exist between the Neighbourhood Rules and the Constitution, the Constitution takes preference.

## **2 INTRODUCTION**

- 2.1 The purpose of these Neighbourhood Rules is to govern the use of the Neighbourhood and its facilities. These Neighbourhood Rules are not intended to limit the lifestyle of Residents, but rather to protect them, and are binding equally on all Residents, Owners, Visitors, Employees and the MHOA.
- 2.2 The powers of the MHOA include the power to do all things reasonably necessary for the enforcement of these Neighbourhood Rules and for the control, management and administration of the Common Property.
- 2.3 The Trustees are entrusted by the MHOA to ensure such control, management and administration and is assisted by a Manager and other duly appointed office bearers of the MHOA.
- 2.4 It is the responsibility of every Owner to ensure that all Residents, guests and Employees on his property abide by these Neighbourhood Rules.

### **3 OTHER DOCUMENTS**

3.1 Other documents that must be read in conjunction with the Neighbourhood Rules are:

3.1.1 the Constitution;

3.1.2 Neighbourhood Rules Transgression Chart (ERT);

3.1.3 the Newinbosch Guide;

3.1.4 the Building Rules and Regulations (BRR) (if applicable); and

3.1.5 the Gatehouse Enrolment & Indemnity Form.

3.2 All persons entering the Neighbourhood agree to abide by the relevant provisions of the Constitution. Where reference is made in any of these provisions of the Constitution to the word "Member" or the word "Owner", such reference is deemed to be a reference to any person who has entered the Neighbourhood for the purposes of these Neighbourhood Rules.

### **4 CONTACT DETAILS**

4.1 All Owners and Residents are required to provide the MHOA with a registered e-mail address or cell phone number, and an e-mail or SMS or WhatsApp or similar direct message properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.

4.2 Owners and Residents are to notify the MHOA of changes in such address/number.

4.3 Owners and tenants will receive a Digital Key to access the Newinbosch Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received (24) twenty-four hours after dispatch, unless the contrary has been proven.

## 5 DOMICILIUM

For the purposes of receiving any notice or process to be delivered in terms of these Neighbourhood Rules, any person residing and/or working on the Neighbourhood chooses as his/her/its *domicilium citandi et executandi* the address of the Unit at which such person is residing. Documents delivered by hand to such Unit will be deemed to have been received on the date of delivery thereof.

## 6 DISTURBANCES

- 6.1 Any conduct, save for normal agricultural, sport at the Grappa Shed yard and hospitality activities, which disturbs or tends to disturb the peace and tranquility of the Neighbourhood and Residents is not permitted.
- 6.2 Excessive and unnecessary noise by Vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the Manager in his sole and unfettered discretion from time to time, as well as other sources attributable to a Resident constitutes a disturbance of the peace in terms of these Neighbourhood Rules.

## 7 DOMESTIC REFUSE

- 7.1 The Neighbourhood has been certified as a “Green” development with by the Green Building Council South Africa (“**GBCSA**”) and as such the MHOA pursues a just transition from a high carbon to lower carbon environment while being kinder to the environment. Therefore, the Neighbourhood, as a guiding ethos, endeavours to reduce its collective impact on the environment by pursuing a waste reduction, waste management and recycling regime. It is incumbent on each Homeowner to abide by the reuse, reduce and recycling methodology of the MHOA in this regard and to this end:
- 7.1.1 each Homeowner will be provided with a kitchen wastebin which will require the Homeowner to separate wet waste; recycling waste and “blackbag to landfill” waste;
- 7.1.2 each Homeowner will be furnished with a container or containers, to separate the waste accordingly;
- 7.1.3 it is recorded that all wet waste, like kitchen cuttings, will be used in the neighbourhoods and picked up by staff of the MHOA for the purposes of the development of compost; and
- 7.1.4 the exact rhythm and infrastructure for such a system is still to be finalised.

- 7.2 All refuse shall be kept in suitable containers, which shall not be visible from any road, except when placed in containers for purposes of collection by the Local Authority or waste collection contractors, provided that the Manager may, from time to time, by notice in writing to all Residents –
- 7.2.1 prescribe the type and size of refuse containers to be obtained and used;
  - 7.2.2 provide directions in regard to any place designated for refuse removal; and
  - 7.2.3 require the payment of a reasonable charge for the provision of such containers.
- 7.3 By virtue of the high number of EDGE, Sustainable Precinct, Net Zero Ecology and Green star building enrolments and certification by the GBCSA each Homeowner shall comply with the requirements imposed by the GBCSA as provided for in the Guide from time to time to retain EDGE requirements to ensure that the Neighbourhood does not lose its status as such:
- 7.4 It shall be the duty of every Resident to ensure that any direction given by the Manager from time to time is observed and implemented.
- 7.5 Where, in the opinion of the Manager, any refuse is of such size and nature that it cannot be expediently removed by the Local Authority or by waste collection contractors, the Manager shall give the Resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.

## **8 ANIMALS**

- 8.1 Only domestic animals posing no danger, noise or odours may be kept. The maximum number of dogs and cats that may be kept on/in a Unit is as follows:
- 8.1.1 Sectional Title Unit – 1 small dog or cat, as per the management and conduct rules; and
  - 8.1.2 Erf – 2 dogs and 2 cats.
- 8.2 The Association reserves the right not to allow dangerous dogs e.g. pibull terriers, rottweilers and Boerboels as pets in the Neighbourhood, but the Homeowner or Resident who owns such dog/s may apply to the MHOA to grant permission for such dog/s to be kept as pet in the Neighbourhood. A written motivation will accompany such application and will be assessed and decided on by the Trustees in its sole discretion, who shall communicate their finding to the relevant Homeowner or Resident.

- 8.3 No breeding of dogs or cats (i.e. regular breeding with 2 or more dogs/cats) is allowed in the Neighbourhood unless otherwise agreed to by the MHOA following an application and motivation from the Homeowner or Resident, which consent shall not be unreasonably withheld.
- 8.4 Visitors are not allowed to bring any animals into the Neighbourhood, with the exception of a guide dog.
- 8.5 All dogs and cats shall at all times bear a tag, which shall reflect the name, telephone number and Erf number of the relevant Homeowner or Resident.
- 8.6 All domestic animals must be chipped and a certificate of such chip, with the necessary identification codes must accompany the registration of an animal in the Neighbourhood.
- 8.7 No aviaries are allowed.
- 8.8 No reptiles, farm animals, rodents (except hamsters or guineapigs kept in a cage) or any exotic pets may be brought into the Neighbourhood or kept. If animals are brought into or found upon the Neighbourhood contrary to the provisions of these Neighbourhood Rules or if any animal creates a nuisance to other Residents, the MHOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:
- 8.8.1 require the relevant Homeowner or Resident to remove the animal from the Neighbourhood; and/or
- 8.8.2 itself remove the relevant animal from the Neighbourhood and to claim all costs so incurred from the relevant Homeowner or Resident.
- 8.9 Dogs:
- 8.9.1 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant Homeowner's or Resident's Erf.
- 8.9.2 Dogs shall not be allowed on Common Areas and servitude areas unless under strict control and on a leash. If any dog digs holes and/or otherwise damages Common Areas, the relevant Homeowner or Resident shall be required to repair the damage. The following dog species, mixed breed or pedigree are not allowed in the Neighbourhood, Pitbull terriers, Rottweilers and Boerboels. The Neighbourhood's Veterinary advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with this rule.

- 8.9.3 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.
- 8.9.4 Dogs found hunting or harassing wildlife will be required to be removed from the Neighbourhood.
- 8.10 Cats:
- 8.10.1 All cats need to have a securely attached collar with an effective bell to limit hunting success as well as a tag displaying the owner's name, address and phone number.
- 8.10.2 All cats need to be neutered / spayed.
- 8.10.3 Problem cats or cats found wandering will be humanely trapped and impounded by the MHOA Compliance Officer. Where cats are a nuisance to other Residents, the relevant provisions of the transgression chart will be applied.
- 8.10.4 Any damage caused by problem cats to other Residents' property will be for the account of the cat owner.

## **9 SECURITY**

- 9.1 Security personnel are there for the safety and protection of the Neighbourhood, its employees, Residents and assets. They control access to the Neighbourhood and all employees, contractors, visitors, tenants and Residents must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the Manager.
- 9.2 No person shall do anything which is or might be prejudicial to the security of any Resident. Any action and or incident that might have a negative effect to the security of the Neighbourhood and its Residents or Employees must immediately be reported to the Manager or Security Manager.
- 9.3 It is in the best interest of all Residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, Residents are requested to contact the MHOA offices for assistance through the appropriate channels.
- 9.4 No Vehicles or persons shall enter or leave the Neighbourhood at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the Manager or Security Manager.

- 9.5 Vehicles are subject to be searched at any time when necessary.
- 9.6 Vehicles entering the Neighbourhood will from time to time be inspected by Security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter the Neighbourhood.
- 9.7 The Manager and Security Manager may make Neighbourhood Rules or temporarily alter Neighbourhood Rules as deemed fit in their discretion to enhance, manage and improve the security of the Neighbourhood. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The Guest Enrolment System will allow guests to enter and exit the Neighbourhood's main entrance gate by using a unique one-time pin code, generated by the Resident. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the Constitution and Neighbourhood Rules. Visitors to the Neighbourhood that intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to Residents, Owners or Employees and other persons if, in the discretion of the Security Manager, it is necessary.
- 9.8 Contractors may only enter the Neighbourhood through the contractors' gate or as indicated.
- 9.9 All Vehicles entering and/or leaving the Neighbourhood shall stop at the vehicle entrances. No Vehicle shall enter the Neighbourhood unless admitted by the guard on duty at the gate, except where the MHOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.
- 9.10 Any contractor or employee who has been engaged or employed by a Homeowner or a Resident to supply goods or services on the Neighbourhood will be required to apply to the Security Manager for permission to enter the Neighbourhood before being permitted access to the Neighbourhood. The contractor or employee concerned will be required to complete an application form and will be required to submit an original police clearance certificate, certified copy of his/her identity document or passport and submit himself/herself to fingerprints to be taken by the Security Manager and/or his delegate together with his or her application for access to the Neighbourhood. No contractor or employee may enter the Neighbourhood unless and until his/her application for access has been approved in writing by the Security Manager. Contractors or employees who have not been on the Neighbourhood for six

consecutive months or more will be required to reapply to the Security Manager for permission to access the Neighbourhood.

#### 9.11 Facial Recognition Access (alternative: NFC Access)

It is mandatory for everybody working or residing at the Neighbourhood to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the Neighbourhood are entitled to be enrolled.

#### 9.12 Electronic Booms

9.12.1 The vehicle entry lanes are each equipped with electronic booms. The boom will open once a person, who has right of access, is allowed access via the access control system which is available at each entry and exit lane.

9.12.2 People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

#### 9.13 Close Circuit Television View (CCTV)

9.13.1 Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all Vehicles and people entering and exiting through the access points.

9.13.2 All persons working or residing on the Neighbourhood must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains particularly to nudity and damage to property by any owner, occupant or their families and visitors.

#### 9.14 Electric Fencing

The Neighbourhood is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the Neighbourhood and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the Neighbourhood must take note that the fence is live at all times.

#### 9.15 Alarm Systems



- 9.15.1 Burglar alarms must be in a sound working condition and comply with any regulations which the MHOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment).
- 9.15.2 Armed response service providers are limited to the onsite security response team. Outside Armed Response will not be effective as they would have to go through an enrolment process each time they enter the Neighbourhood. Outside Armed Response will be limited to the names on the MHOA's list of preferred suppliers.

## 10 VISITORS AND EMPLOYEES

- 10.1 All Residents shall make use of the Guest Enrolment System to allow their visitors access to the Neighbourhood. It will be the responsibility of the Owner/tenant to register on the Guest Enrolment System. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to the Neighbourhood. Any Guest or Visitor who is not in possession of a guest code and who is required to be scanned in to gain access will be required to present a valid driver's licence and the Vehicle must be correctly licenced. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a *bona fide* visitor to the Resident's own premises, where the Resident will be physically present at the time of the visit.
- 10.2 The right of admission to the Neighbourhood shall be under the control of the MHOA that may on any reasonable grounds deny any person access to the Neighbourhood.
- 10.3 Employees are obliged to abide by these Neighbourhood Rules and the constitution. Residents are obliged to supply their Employees with copies of these Neighbourhood Rules and the Constitution and to ensure that they are aware of all the provisions.
- 10.4 Residents are required to notify the MHOA of and to provide full details of any Employees who reside on the Neighbourhood.
- 10.5 If the security guard on duty has no record of the arrival of any Employees, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant Resident to admit the Employee concerned to the Neighbourhood. If such authority is not obtained the security guard will be entitled to refuse such Employee access to the Neighbourhood.
- 10.6 The maximum number of Employees allowed to reside on a Unit is 2 (two).

- 10.7 A Resident will not be able to enter a precinct of the Neighbourhood with a vehicle if such Resident does not live in that precinct. Should they need to access that area, the occupant of the house they are visiting will have to generate a visitors code for the visitor.
- 10.8 Visitors to communal facilities in the Neighbourhood will similarly only be granted access to use or visit such facilities which they intend to make use of or visit and the necessary visitors code/s will be generated for them to access such facilities.

## **11 TRAFFIC**

- 11.1 The movement and control of traffic and pedestrians are subject to these Neighbourhood Rules and such further directives as may be made by the Manager with regard thereto.
- 11.2 Subject to consent being obtained from the Manager, heavy vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on weekdays. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 11.3 A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the MHOA where this is deemed necessary. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorised by the MHOA to stop speeding motorists and issue a contravention in terms of the Neighbourhood Rules Transgression Chart. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the Neighbourhood Rules Transgression Chart. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening. Persons, animals and birds shall at all times have the right of way on and about the Neighbourhood. Vehicles shall be brought to a stop whenever necessary.
- 11.4 The MHOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on the Neighbourhood. Failure by any person to obey such signage shall constitute a contravention of these Neighbourhood Rules.
- 11.5 No person shall drive or ride any Vehicle within the Neighbourhood in such a manner that would constitute an offence under any traffic ordinance. All Vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, Vehicles emitting excessive noise, smoke and/or oil are prohibited.

- 11.6 The driving of Vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the MHOA for that purpose. All unlicensed motorbikes and quad bikes may not be driven on the Neighbourhood roads.
- 11.7 The Manager reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their sole discretion deem necessary from time to time.
- 11.8 Parking
- 11.8.1 Parking will only be allowed in areas designated for such purpose by the MHOA by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no Vehicle shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on the Neighbourhood verges.
- 11.8.2 No person shall park or store any caravan, boat, truck or lorry within the Neighbourhood, in such a way that it is visible from the road except with the consent of the MHOA.
- 11.8.3 No trailers, caravans or boats shall be brought onto the Neighbourhood, except with the consent of, and subject to, such conditions as may be prescribed by the MHOA from time to time. Quad bikes may be stored under the conditions above but must not be ridden anywhere on the Neighbourhood.
- 11.8.4 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.
- 11.8.5 Should a Vehicle be parked or abandoned in breach of the Neighbourhood Rules or Constitution
- 
- 11.8.5.1 the Manager may impose the applicable warning / fine on the owner of, or on the person responsible for, the Vehicle;
- 11.8.5.2 the Manager may have the Vehicle's wheels clamped at the risk and expense, including the payment of a **release fine of R500.00**, of its owner or of the person responsible for it; and/or

- 11.8.5.3 the MHOA may apply for a court order at the cost of the owner of, or of the person responsible for, the Vehicle to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the Vehicle.

## **12 COMMON AREAS AND ENVIRONMENTAL ASPECTS**

- 12.1 The MHOA shall be entitled to control all aspects of the environment on or about the Neighbourhood (except for the Hospitality Area), including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of any gardens, orchards etc. within the Common Areas on the Neighbourhood.
- 12.2 No person shall do anything or omit to do anything that may, in the opinion of the MHOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Residents.
- 12.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the MHOA for that purpose. Fires may not be lit on any Units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 12.4 No person shall (without the prior written authority of the MHOA) pick or plant any flowers or plants on or about the Common Areas, except in the area from his erf's boundary to the curb of the adjacent road as prescribed in the Landscaping Rules.
- 12.5 The Manager shall be entitled to prohibit or restrict access to any part of the Neighbourhood, excluding the Units, in order to preserve the natural fauna and flora.
- 12.6 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the Neighbourhood. Hunting and trapping in any manner is strictly prohibited, provided that the MHOA and/or the Developer may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 12.7 No person shall anywhere on the Neighbourhood disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.

- 12.8 Fishing in any of the dams is permitted on a catch-and-release basis, but restricted to Homeowners or Residents and their accompanied Visitors only and subject to the specific rules made by the Manager concerning fishing from time to time.
- 12.9 No temporary structures (tree houses) as defined by the National Building Regulations may be erected in the Common Areas.
- 12.10 No swimming or fishing is allowed in the fishponds, lakes and or any water features on the Neighbourhood other than where signage indicates that such activities are allowed.
- 12.11 Periodically certain dams will have a “No Fishing and/or No Disturbance” sign posted for ecological reasons. Strict compliance with these signs must be observed at all times. No broken or discarded fishing line may at any time be left in the Common Area. This must be removed or deposited in the nearest dustbin.
- 12.12 Non-motorised boats and float devises are allowed to be used on the dams as long as all the relevant safety procedures are followed and no undue disturbance is caused.
- 12.13 Swimming or floating on the lakes may be banned at the discretion of the Manager.
- 12.14 No person under the influence of alcohol may pilot any craft or be taken aboard any craft. Launching, docking, boating and all aquatic activities are only permitted in terms of the standing rules. No boreholes or well points may be erected on any Erf.

### **13 HOSPITALITY AREA AND RECREATIONAL FACILITIES**

- 13.1 Access may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the Manager.
- 13.2 The Manager may at times do spot-checks on equipment and sportswear used to ensure safety, cleanliness and hygiene.
- 13.3 The pool will be locked between certain hours.
- 13.4 Pool:
- 13.4.1 No persons under the age of 14 (fourteen) are allowed to use the pool without due supervision.

- 13.4.2 Swimmers must wear swim caps and appropriate swimwear.
- 13.4.3 The pool is a formal exercise pool and may only be used for swimming training. The pool may, however, be used for recreational swimming at certain times of the day which will be determined by the MHOA and communicated to Homeowners e.g. on Saturday afternoons between 15:00 and 18:00 or Sundays from 11:00 to 16:00 and time slots exclusively available for exercising purposes will be communicated to the Homeowners.
- 13.4.4 A small kids pool will be available with rules in respect thereof to be promulgated from time to time by the MHOA and displayed on site.
- 13.4.5 Please wear shoes to the pools and back.
- 13.5 Tennis Courts
  - 13.5.1 Only Owners and Residents along with their guests may play.
  - 13.5.2 No activity other than tennis may be conducted on the courts whatsoever.
  - 13.5.3 Appropriate non-marking footwear must be worn on the Tennis Courts at all times. No skateboards, rollerblades or similar devices are allowed on the Tennis Courts.
- 13.6 Multi-use Court
  - 13.6.1 Same as for tennis court. Appropriate attire.
  - 13.6.2 Sports limited to guidelines on board adjacent to court.
  - 13.6.3 Booking is required
  - 13.6.4 No practicing before 07:00 or after 20:00 in the evening.
- 13.7 Cricket Nets:
  - 13.7.1 Appropriate gear (helmet; etc)
  - 13.7.2 Safety rules etc
  - 13.7.3 Frist come first serve

- 13.7.4 Rules of use as per board adjacent to nets.
- 13.7.5 No practicing before 07:00 or after 19:00 in the evening.
- 13.8 Boules courts:
  - 13.8.1 Appropriate boules gear
  - 13.8.2 Adhere to rules
  - 13.8.3 First come first serve
- 13.9 Climbing wall
  - 13.9.1 Adhere to safety rules
  - 13.9.2 Registration is required
  - 13.9.3 Booking is required
  - 13.9.4 No climbing before 06:00 or after 22:00 in the evening.
- 13.10 Skateboard park
  - 13.10.1 Adhere to rules
  - 13.10.2 No skateboard before 07:00 or after 20:00 in the evening.
- 13.11 Amphitheater [rules to be communicated]
- 13.12 Gym [rules to be communicated]
- 13.13 Chessboard [rules to be communicated]
- 13.14 Pumptrack [rules to be communicated]
- 13.15 Running, walking and other NMT routes around the estate [rules to be communicated]
- 13.16 Irrigation/ recreational dam [rules to be communicated]

13.17 Boathouse at the dam (small venue) [rules to be communicated]

13.18 Pocketparks scattered throughout the Neighbourhood [rules to be communicated]

## 14 GENERATORS

14.1 The following are the requirements for the installation of generators:

14.1.1 Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the Manager. Approval from the Manager can be retracted at any time should a generator causes an excessive disturbance to neighbours. All applications will be reviewed against the following criteria:

14.1.2 Specifications

Only Ultra Silent Generators running at a maximum of 1500 revolutions per minute with a maximum sound pressure level of 51 dB will be allowed.

14.1.3 Location

14.1.3.1 may not be installed on Common Property (pavements, greenbelts and roads);

14.1.3.2 may not be visible from the road or greenbelts;

14.1.3.3 planting or other screening may be required;

14.1.3.4 fire safety: must not be within 1m of boundary; and

14.1.3.5 all fuel to be stored in leak-proof/airtight containers specifically designed for such storage e.g. Jerry cans.

14.1.4 Potential for noise disturbance – whilst it is accepted that generators are noisy, attempts should be made to position them for minimum impact on neighbours.

14.1.5 Sufficient ventilation to prevent fumes build-up is required. If the unit is not to be used externally then full details will be required of venting in accordance with National Building Regulations.

14.1.6 Operating Times



- 14.1.6.1 generators may not be operated between 23:00 and 6:00; and
- 14.1.6.2 if it can be demonstrated that the generator unit in operation cannot be heard from adjacent properties, then exemption from the above rule may be granted.
- 14.1.7 Requirements for Approval – Portable Generators
- 14.1.7.1 this applies to small portable generators that are not connected into the existing electrical circuits / distribution board but merely have an extension cord that electrical appliances may be plugged into;
- 14.1.7.2 a site plan showing the location of intended operating position including proximity to boundary wall needs to be submitted for approval prior to use to assess fire safety; and
- 14.1.7.3 full details of the generator to be purchased, needs to be detailed in the application for approval. Note: The risk of CO (Carbon Monoxide) poisoning is very real. Portable generators are not intended to be used internally. CO build-up is possible in open sided carports and hence these areas are not considered to be external.
- 14.1.8 Requirements for Approval – Permanently Connected Generators
- 14.1.8.1 any generator that is intended to be permanently connected into the existing electrical circuits/distribution board must be installed by a qualified electrician and the appropriate compliance certificate issued, A copy of the certificate must be lodged with the MHOA who will attach this to the approved site plan, a copy of which is retained at the office for future reference;
- 14.1.8.2 applications for approval of permanently connected generators will be referred to the relevant MHOA sub-committee specifically set up to deal with such applications. Applications will be reviewed against the National Building Regulations; and
- 14.1.8.3 A site plan showing the location of the intended position including proximity to boundary walls needs to be submitted for approval prior to installation;
- 14.1.9 Full details of the generator to be purchased, needs to be detailed in the application for approval. A response to an application will be given within 24 hours in respect of portable generators and 48

hours in respect of permanent generators, workloads permitting. Submissions must be lodged at the Neighbourhood office before 14:00 on any given day, Monday to Friday.

## 15 LETTING

- 15.1 These Neighbourhood Rules apply to and are binding upon all tenants. An Owner (or his agent) who intends to let a Unit shall furnish his tenant with a copy of these Neighbourhood Rules.
- 15.2 The MHOA has to give its approval prior to any Unit being let.
- 15.3 The MHOA must approve the occupation in writing of a permanent Unit for financial gain as a rental (leasing) no matter how short the period is.
- 15.4 Short term letting, i.e. for a period of 30 (thirty) days or less, will be allowed subject to the annual registration of the relevant Unit as a short term letting Unit in terms of the Short Term Letting Rules and subject to tenants complying with the MHOA's security protocols and the Short Term Letting Rules , which Short Term Letting Rules will include the following provisions – .
- 15.4.1 short term tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;
- 15.4.2 the Owner or the Owner's rental manager must register short term tenants' details on the MHOA's online platform or other platform nominated by the MHOA and if this is not done the Unit will be deregistered as a short term rental Unit; and
- 15.4.3 a fee will be charged for registering each new short term tenant on the access control system.
- 15.5 Each Unit may only be occupied by 1 (one) *bona fide* household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social visitors from time to time. No Resident shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its Unit as accommodation, or to form a commune, or similar live-in arrangement, except in respect of Units in the so-called Simplex Sectional Title Schemes in the Development, where bedrooms may be sub-let to a maximum of 2 (two) individuals per Unit.
- 15.6 Members or their agents shall give the MHOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those Members. Every tenant and/or guest shall be required to register at the offices of the Manager within 1 (one) working day after arrival and to sign a

declaration that he is acquainted with these Neighbourhood Rules and acknowledges that these Neighbourhood Rules are binding on him as well as the Gatehouse Enrolment & Indemnity.

15.7 If any tenant, guest, employee or other invitee of any Member fails to comply with any of the provisions of these Neighbourhood Rules, the MHOA shall be entitled to deny that tenant, guest, employee or other invitee access to the Neighbourhood.

## 15.8 Tenant Approval

15.8.1 Members of the MHOA shall ensure that no tenants are allowed occupancy on the Neighbourhood, unless such tenants have been approved by the MHOA and the appropriate administration fee paid. The same MHOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the MHOA before access is extended.

15.8.2 The proposed tenants will be required to complete an application form provided by the MHOA as part of the official MHOA Tenant Leasing Procedure pack, which include all other required documents to be completed. A written undertaking must be given by such tenant to comply with the provisions of both the Constitution and the rules and regulations made and determined in accordance therewith.

15.8.3 The proposed tenants will also be required to submit a copy of his/her identity document and/or passport and submit him/her for fingerprints to be taken by the Security Manager and/or his delegate for the purpose of doing a criminal and/or background check.

## 16 DAMAGE AND VANDALISM

16.1 Damage to any property of the MHOA and/or the Developer on the Neighbourhood by an Owner or Resident will be for the account of the offender or the legal guardians of minors who are responsible for such damage.

16.2 The MHOA has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts:

16.2.1 all damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor;

- 16.2.2 should damage be caused to the property of an Owner within the Neighbourhood, the MHOA will provide the Owner and Resident with all the information at its disposal with regards to such damage; and
- 16.2.3 any legal action against the perpetrator will then be at the discretion of the Owner.

## **17 CONDUCT**

- 17.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf.
- 17.2 No unauthorised persons are allowed on any Erf where building operations are under progress.
- 17.3 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Manager to other Residents.
- 17.4 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 17.5 All building work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the MHOA from time to time for Building Contractors. Loud music and other undue noise are not permitted.
- 17.6 In order to maintain the low density Residential nature of the Neighbourhood, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the Neighbourhood.

## **18 SYNDICATION OWNERSHIP**

- 18.1 Syndication ownership both direct and indirect of an Erf is at all times limited to 4 (four) natural persons.
- 18.2 Syndication ownership both direct and indirect of a Sectional Title Unit is at all times limited to 4 (four) natural persons.

## **19 COMMERCIAL AND RETAIL ACTIVITIES**

- 19.1 Save for those commercial activities recorded by the Developer for the Neighbourhood at the time of the incorporation of the MHOA, the Manager is entitled to regulate all commercial and retail activities conducted on or about the Neighbourhood. No application for any trading or similar license may be made to conduct any commercial activity of any nature from any Unit without the prior written consent of the MHOA.
- 19.2 No advertising board or signs, including business signage of any nature, may be displayed on or about the Neighbourhood without the MHOA's approval.
- 19.3 No "For Sale" signs or any signage pertaining to the sale of Units except that of the sales agencies duly mandated by the Developer or approved to operate in the Neighbourhood by the MHOA may be displayed on the Neighbourhood or on private Units or affixed to any buildings.
- 19.4 No door to door canvassing and/or selling are permitted.
- 19.5 Commercial and retail activities, including hospitality and agricultural activities, will be carried out within the Neighbourhood and it is in the interest of the Neighbourhood to ensure the commercial viability of such commercial and retail activities. Accordingly, the MHOA must have due regard to the commercial and retail activities, including the agricultural activities undertaken as well as the restaurant and provided such activities are undertaken in a normal and reasonable manner, these Neighbourhood Rules shall not be interpreted so as to prejudice any such activities.
- 19.6 For the avoidance of doubt, there may not be 2 or more of the same retail activity conducted in the Neighbourhood and the Manager and the MHOA will, accordingly, not approve a retail activity if the same activity is already conducted from a Unit in the Neighbourhood with the Manager or the MHOA's consent.

## **20 BUILDING REQUIREMENTS AND CONSTRUCTION**

- 20.1 Please see the Newinbosch Master Homeowners Design Guidelines which is available on the Website. Should any dispute arise in connection with the Guide, including without limitation, the application and/or interpretation thereof, the Controlling Architects' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the Controlling Architects can, with the approval of the MHOA, make the necessary amendments to the above Guide where such Guide is, in the sole discretion of the Controlling Architects' and the MHOA, lacking or vague.

## 21 APPROVAL OF ALTERATIONS AFTER OCCUPATION

- 21.1 Should the Homeowner wish to make alterations to his/her house and or garden the Homeowner must adhere to the following:
- 21.1.1 all alterations must be shown on a plan for alterations done to Improvements and or Landscaping for scrutiny by the MHOA;
  - 21.1.2 the Controlling Architect and MHOA will not fulfil the function of approving plans insofar as compliance with the Local Authority by-laws etc. is concerned but will merely ensure that they comply with the Guide and where possible identify matters of possible conflict;
  - 21.1.3 all building plans must be submitted to the offices of the Controlling Architects and the MHOA's Design Review Committee;
  - 21.1.4 all Landscaping Plans must be handed in to the offices of the MHOA;
  - 21.1.5 the Controlling Architects will meet every two weeks, or as determined from time to time together with the Design Review Committee to evaluate the plan submissions. Written responses will be made on all submissions to the Controlling Architects after these meetings;
  - 21.1.6 all plans necessary for Local Authority approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for MHOA record purposes;
  - 21.1.7 approved drawings will be stamped by the Controlling Architects and made available for collection by the Architect or Homeowner for submission to the Local Authority;
  - 21.1.8 all approval fees, (i.e. Council fees) are for the Homeowner's account;
  - 21.1.9 subject to the Neighbourhood's Guide, no building activity will be allowed without proof of the approved plans from the Controlling Architects and if needed the Local Authority or a letter from the Local Authority authorising the Homeowner to start; and
  - 21.1.10 where alterations are made without such approved plans the MHOA reserves the right to insist they must be reversed and may levy a monthly penalty of R1,000 for every month during which such reversal has not been completed.

## **22 ELECTRONIC EQUIPMENT**

- 22.1 The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the Neighbourhood are prohibited.

## **23 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

- 23.1 No person shall bring or permit any person to bring any substances onto the Neighbourhood or permit the storage of any substances on the Neighbourhood which may constitute a fire hazard or a threat to the health of any Resident or other person or which may result in the contamination of the Neighbourhood.
- 23.2 Fireworks are strictly prohibited.
- 23.3 Each dwelling must have at least two 4.5 kg DCP fire extinguisher on the premises.

## **24 LANDSCAPING, POOLS, JUNGLE GYMS ETC.**

- 24.1 The Newinbosch Guide sets out in detail the guidelines regarding what is allowed in the Neighbourhood from a landscaping point of view.
- 24.2 The nature, content and design of the gardens on a Unit, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the MHOA. Should the standards not be adhered to, the MHOA shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the Owner accordingly.
- 24.3 No liability will be accepted by the MHOA for any damage, accidents or injury to any person caused by swimming pools on an Erf.
- 24.4 Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf or public open space. No temporary wire fencing or similar fencing may be erected and all boundary screen elements must comply with the Guide.
- 24.5 Owners may apply to the MHOA to landscape areas of Common Property around an Erf owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be

entirely at the discretion of the MHOA with regard to any area or Erf. Owners will be obliged to accept that such permission will be granted in some cases and not in others.

24.6 No temporary structures, as defined by the National Building Regulations, may be erected.

## 25 AIRCRAFT LANDING

25.1 For security reasons and the protection of privacy of Residents, no aircrafts (including drones) are permitted to be operated over or land, on private or Neighbourhood property, including any Common Property or other open areas, without consent by the MHOA. Consent shall only be considered on receipt of a completed and signed application and indemnity form.

25.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the MHOA.

## 26 ELECTRICITY SUPPLY AND SOLAR PANEL SYSTEMS

26.1 If the Developer or the MHOA is unable to secure a reliable alternative energy system for the Neighbourhood the electricity infrastructure of the Network will be transferred to the Local Authority , but if the Developer or the MHOA secures an alternative energy system for the Neighbourhood, the reticulation will be owned by the MHOA and leased to an energy and utility company. In the latter instance, electricity usage will be charged at tariffs based on the Municipal tariffs: Domestic: Renewable Energy ( DOM5 ) Generation for own use and export.

26.2 If the electricity infrastructure is transferred to the Local Authority, it will be owned and maintained by the Local Authority and all Homeowners must apply for their electricity connection directly from the Local Authority subject to all the terms conditions and fees of the Local Authority. Faults must be reported directly to the Local Authority.

26.3 The Developer or its nominee reserves the right to own the solar panel systems installed on all buildings (including residences and buildings in Sectional Title Schemes in the Development) ("**Solar Panel Systems**") and the Resident may not interfere with or remove the Solar Panel Systems and will not install additional Solar Panel Systems without the prior written consent of the owner of the Solar Panel Systems (i.e. the Developer or its nominee).



26.4 The Resident shall give reasonable access to the Developer or its nominee to maintain and replace the Solar Panel System installed on the Resident's Unit if and when required in the reasonable opinion of the Developer or its nominee.

## **27 WATER**

27.1 The MHOA shall not be liable for damages, expenses or costs caused to Residents for any interruption in supply.

27.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the Erf installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

27.3 No person, other than a person specifically authorised thereto by the MHOA or the Manager in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.

27.4 The Manager may, without notice, disconnect any Unit temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.

27.5 The Owners shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each Unit at a charge determined from time to time by the MHOA. Procedures, costs and all other aspects relating to the system utilised on the Neighbourhood shall be determined from time to time by the MHOA and communicated to Members by the Manager. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the Guide and approved by the MHOA.

27.6 In order to effectively manage water resources, no borehole may be sunk on the Neighbourhood nor any existing borehole used for any purpose whatsoever.

27.7 The MHOA shall take all reasonable steps to procure and maintain an adequate supply of water to Owners or Residents, but does not guarantee that same will always be maintained.

27.8 The MHOA shall not be liable for damages, expenses or costs caused to Residents due to flooding and excess storm water.

## **28 LEVIES**

- 28.1 Levies are payable by Owners monthly in advance by bank debit order on the first day of each month into the bank account of the MHOA.
- 28.2 The MHOA reserves the right to implement a wallet system for the payment of levies, which will include payment of electricity and water will also be billed. This will work on the basis that where levy payments are not up to date, the Homeowner or Resident might not be able to purchase water and electricity.
- 28.3 Levy and water accounts will be sent electronically and it will be the Owner's responsibility to ensure all their details are correct and up to date. The MHOA will not take responsibility if an Owner did not receive an account.
- 28.4 Any amount not paid on due date shall attract interest at a rate determined by the Trustees until payment has been received.

## **29 WARNINGS AND PENALTIES**

- 29.1 Warnings and Penalties are issued according to the Neighbourhood Rules Transgression Chart (ERT) as published on the Website. They are to be paid into the MHOA account within 30 days from date of being issued. If an Owner feels the Fine is unwarranted they may appeal in writing to the Trustees but the FINE must be paid in the meantime.
- 29.2 The MHOA shall investigate (in such manner as it deems fit) written complaints received from Residents relating to the behaviour and/or conduct of other Residents and persons on or about the Neighbourhood and shall take such steps with regard thereto as it may deem fit. The MHOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these Neighbourhood Rules or any conditions imposed by or directives given by the MHOA in terms of these Neighbourhood Rules, the Manager or Security Manager shall be entitled (without limiting any other rights afforded to them in terms of these Neighbourhood Rules) to impose a Fine as may be approved by the MHOA from time to time on the person concerned.
- 29.3 If the person concerned is a family member, guest, tenant or other invitee of a Member, that Member will be liable for payment of such Fine. Any Fine imposed on a Member and/or his family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the MHOA forthwith on demand.

## **30 ENFORCEMENT OF THE NEIGHBOURHOOD RULES**

- 30.1 For purposes of the enforcement of any of the Neighbourhood Rules, the Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Neighbourhood Rules of which a Resident may be guilty, and the MHOA may take such action, including court proceedings, as it may deem fit.
- 30.2 In the event of any Member disputing the fact that he has committed a breach of any of the Neighbourhood Rules or in the event of any Member appealing against a penalty, an ad hoc committee comprising of 3 (three) Trustees, will be appointed by the Chairperson for that purpose and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct. Proceedings will take place without legal representation.
- 30.3 Notwithstanding the above proceedings, the Trustees reserve the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the MHOA.
- 30.4 Notwithstanding the foregoing, the Trustees may in the name of the MHOA enforce the provisions of any Neighbourhood Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

## **31 GENERAL NEIGHBOURHOOD RULES**

- 31.1 Except in respect of facilities owned and developed by the Developer in terms of the Constitution and/or sold by the the Developer to a third party, the MHOA shall have control of the use of all recreational and entertainment facilities and all other amenities on the Common Property of the Neighbourhood and the Trustees shall have the right to levy charges for the use thereof.
- 31.2 In general, where no specific Neighbourhood Rules have applicability, the Trustees reserve the right for the Manager to make Neighbourhood Rules from time to time that he may deem necessary subject to the approval of the Trustees.
- 31.3 The Trustees reserve the right to amend these Neighbourhood Rules from time to time in such manner as they deem necessary.
- 31.4 The Manager will publish any changes in the Neighbourhood Rules on the Website and on the Community Portal under Documents.

## **32 WAIVER AND INDEMNITY**

**32.1 The Resident, in his personal capacity and on behalf of all other persons and/or children in his care or under his control, hereby –**

**32.1.1 acknowledges that the use of any common areas and facilities on the Neighbourhood are associated with inherent risks and must be used with caution and that such common areas and facilities are used at own risk;**

**32.1.2 indemnifies –**

**32.1.2.1 the MHOA, its trustees, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers, and permitted assigns; and**

**32.1.2.2 the Developer, its directors, officers, employees, affiliates, partners, agents, attorneys, representatives, successors, service providers and permitted assigns,**

**(each hereinafter referred to as an “Indemnified Party”);**

**32.1.3 holds each Indemnified Party harmless against all and any death, injuries, losses, liabilities, claims, demands, judgements, damages, fines, suits, actions, costs, and expenses (hereinafter collectively referred to as “Loss”) based upon or resulting from any claim made against any Indemnified Party in respect of or in connection with or arising from the use of any common areas or facilities on the Neighbourhood, including waterbodies in the Neighbourhood, specifically including but not limited to consequential damages or loss suffered and including legal costs (on attorney and own client scale) incurred by the Indemnified Party.**

**32.2 The Resident hereby waives any claims against the Indemnified Parties as a result of any Loss arising from the use of any common areas or facilities on the Neighbourhood, and the use thereof by the Resident, his family members, visitors, invitees, or employees, and the Resident acknowledges that aspects or components of the common areas and/or facilities may from time to time have to undergo repairs and will not always be without defects, and the Resident confirms that he will not hold an Indemnified Party liable for any Loss so arising.**

**INITIAL: \_\_\_\_\_**

### 33 ACCEPTANCE

I, the undersigned

\_\_\_\_\_

Resident / employee of Erf/Sectional Title Number \_\_\_\_\_

hereby accept all these terms, conditions and rules. I also acknowledge that the Trustees do have the authority to amend the Neighbourhood Rules and the Neighbourhood Rules Transgression Chart (ERT) by virtue of the Constitution of the MHOA and I agree that I am equally bound by any changes made in good faith by the Trustees in the future to the Neighbourhood RULES and agree to abide by them. I understand that a copy of the latest amended version of the Neighbourhood Rules is available upon request from the MHOA and also on the Website and Community Portal.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Place:

**Neighbourhood Rules Transgression Chart (ERT)**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>PENALTY</b>
<b>1</b>	<b>DISTURBANCES (Warnings for First Offence)</b>	
a	Domestic noise (loud music, partying, etc): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc): Third Offence	R 1000.00
e	Domestic Animal noise disturbances (excessive dog barking)	R 1000.00
<b>2</b>	<b>DOMESTIC REFUSE &amp; WASTE (Warnings for First Offence)</b>	
a	Dustbins not kept in courtyard	R 300.00
b	Refuse, boxes and materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened	R 300.00
<b>3</b>	<b>ANIMALS</b>	
a	Dogs roaming/walking without a leash: First Offence	R 1000.00
b	Dogs roaming/walking without a leash: Second Offence	R 2000.00
c	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from Neighbourhood
d	Dogs attacking Residents, animals, contractors	Steps to remove animal from Neighbourhood
e	Dog & Cat defecating in public without cleaning up by owner	R 500.00
f	Dog & Cat not wearing tag	R 500.00
g	Cat causing nuisance to MHOA or other Residents: First Offence	Warning
h	Cat causing nuisance to MHOA or other Residents: Second Offence	R 1000.00
i	Cat causing nuisance to MHOA or other Residents: Third Offence	Steps to remove animal from Neighbourhood
j	Farm like animals, reptiles or any exotic pets/incorrect breed kept in Unit or on Erf	R 1000.00 and steps to remove animal from Neighbourhood
<b>4</b>	<b>RESIDENTS, DEVELOPER &amp; CONTRACTOR: EMPLOYEES (Warnings for First Offence)</b>	
a	Employees not enrolled on the Access control system	R 500.00 for each day of non-compliance
b	Contractors not confining themselves to their designated work areas	R 500.00

<b>5</b>		<b>TRAFFIC &amp; TRANSPORT VEHICLES</b>			
a	Kilometres / hour	1 <sup>st</sup> Transgression	2 <sup>nd</sup> Transgression	3 <sup>rd</sup> Transgression	4 <sup>th</sup> Transgression
	31 – 35 km/h	R 500.00	R1000.00	R2 000.00	R10 000.00
	36 – 40 km/h	R1 000.00	R2 000.00	R4 000.00	R10 000.00
	41km/h and above	R2 000.00	R4 000.00	R5 000.00	R10 000.00
b	Reckless driving (not abiding by traffic rules)				R 1000.00
c	Cutting Traffic Circles				R 500.00
d	Illegal parking & driving, e.g. verges, open areas, private parking lots, Hospitality Area				R 500.00
e	Caravans or Boats parked visible on driveway or road				R 500.00
f	Privately owned vehicles not driven by a licensed driver: First Offence				R 1000.00
g	Privately owned vehicles not driven by a licensed driver: Second offence				R 2000.00
h	Verbally abusing, disrespecting or challenging the Speed Control Officer				R 1000.00
<b>6</b>	<b>ENVIRONMENTAL</b>				
a	Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven				R 1000.00
b	Burning of plant material or waste on private properties				R 1000.00
c	Oil spillages on roads				R 500.00 & Clean-up Cost
d	Damages to Neighbourhood Irrigation				R 1000.00 & Repair Cost
e	Illicit use of Neighbourhood Irrigation water				R 2000.00
f	Littering				R 300.00
g	Swimming in lakes/water bodies				R 1000.00
<b>7</b>	<b>SPORTING FACILITIES</b>				
a	<ul style="list-style-type: none"> <li>Unsupervised children on tennis courts under 12 years</li> <li>Unsupervised children at other recreational facilities</li> </ul>				R 300.00
b	Children under 14 unsupervised in the pool area				R 500.00
c	Skateboarding / hoverboarding/ cycling on the tennis courts				R 500.00 & repair cost
<b>8</b>	<b>BUILDING &amp; AESTHETICS</b>				
a	Alterations & Maintenance not in building hours				R 500.00
b	Alterations to existing properties without approval				R1000.00 & referred to Building Committee
c	Aesthetic additions to properties without approval				R1000.00 & referred to Aesthetics Committee

d	Non-approved plants & trees added to landscaping	R300 & referred to Landscaping Committee
e	Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair – Refer to Neighbourhood Rule 26	After 48 hours' notice, R500.00
f	Maintenance of House and/or Garden not in accordance to a standard acceptable to the MHOA, 30-day Notice to comply	After 30-day notice, R500.00 per day of non-compliance
g	Trampoline including poles & safety netting visible from road / common property / other erven, 7-day Notice to comply	R300 per week of non-compliance
<b>9</b>	<b>DAMAGE AND VANDALISM</b>	
a	Damage to any property of the MHOA except as expressly otherwise stated elsewhere in this ERT chart	Repair cost
b	Damage to any electrical equipment on the Neighbourhood e.g. solar panel systems, inverters etc.	Repair cost
b	Delinquent behaviour & Vandalism to any MHOA, Neighbourhood buildings, equipment, landscaping, any park, private property, private building sites	Minimum of R 5000.00 or amount determined by the Trustees & repair cost
<b>10</b>	<b>TRESPASSING</b>	
a	Building sites without permission	R 500.00
b	Restricted areas	R 500.00
C	Privately owned Erven	R 500.00
<b>11</b>	<b>SHORT TERM RENTALS</b>	
a	Short term renting of property not conforming to Neighbourhood Rules: First Offence	R 2500.00
b	Short term renting of property not conforming to Neighbourhood Rules: Second Offence	R 5000.00
c	Short term renting of property not conforming to Neighbourhood Rules: Third Offence	Refer to Trustees
<b>12</b>	<b>GENERAL</b>	
a	Not generating codes for visitors on Guest Enrolment system (more than 10 times per month)	R 30.00 (per pin code generated by Security)
b	Generating access code for a third party	R 1000.00



**Short Term Letting Rules**

**1. Owner's Responsibilities**

- 1.1. Owners are to familiarise themselves with the Newinbosch Neighbourhood Rules. Specific attention must be brought to Clause 15.4 of the short term letting Rules which states as follows:

*“Short term letting, i.e. for 30 (thirty) days or less will be allowed subject to the annual registration of the relevant Unit as a short term letting Unit in terms of the Short Term Letting Rules and subject to tenants complying with the MHOA's Short Term Letting Rules and security protocols from time to time in respect of such leases, which Short Term Letting Rules will include the following provisions:*

*15.4.1 short term tenants registering for access control, which will lapse immediately on the rental agreement lapsing or being terminated;*

*15.4.2 the Owner or the Owner's rental manager must register short term tenants' details on the MHOA's online platform or other platform nominated by the MHOA and if this is not done the Unit will be deregistered as a short term rental Unit; and*

*15.4.3 a fee will be charged for registering each new short term tenant on the access control system.*

- 1.2. Details of the names and contact details and other particulars of all guests and arrival and departure dates are to be provided either on the chosen platform of the Newinbosch Master Homeowners' Association (“MHOA”) in the prescribed manner from time to time or, if no such platform is selected by the MHOA such details must be retained by the Unit's rental manager.
- 1.3. Short term rental properties must be registered annually as such with the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable and in this regard the Owner must complete the form as per **Annexure A** hereto. Furthermore, each short term rental Unit must have a rental manager registered with the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable, should the Owner not attend to the duties required,

such as ensuring that guests are registered with MHOA's access control system. The said rental manager must be contactable by the MHOA and the MHOA security team 24 (twenty-four) hours per day during the short term letting period.

- 1.4. Should a Unit be short term let over a period of 1 (one) and/ or 2 (two) days, the short term rental manager for the particular Unit must facilitate access via the access control system by way of an access code issued by the rental manager to the short term tenant. Should such short term tenant wish to register on the access control system, they may do so at an additional cost of R250 (two hundred and fifty Rand).
- 1.5. Should a Unit be short term let over a period of 3 days or longer, the short term tenant will need to register on the access control system for a fee of R250 (two hundred and fifty Rand). The aforementioned fee is subject to change by the MHOA.
- 1.6. The number of properties eligible for short term letting will be capped to 5% (five percent) of the total number of properties with occupation certificates within the Development at the time of the application. Thus, the allocation will be on a first come, first serve basis.
- 1.7. A levy of R500 will be payable by each registered short term letting Unit. The aforementioned fee is subject to change by the MHOA
- 1.8. The Owner must ensure that, if necessary, municipal consent is obtained in order to conduct the short term let, it being recorded that municipal consent would be required for any Local Business Zone erf in the Development (e.g. Newinbosch Phase D). It is recorded for the avoidance of doubt that as at February 2024, all Units wanting to be used as a short term rental Unit in Phase D, The Bosk, being a Local Business Zone erf, will have to apply for such rights with the Stellenbosch Municipality. All homes in Phases F & H, will not have to apply for the such consent and will accordingly only have to register as a short term rental Unit with the MHOA and the Unit's relevant Body Corporate or relevant Sectional Title Scheme HOA.
- 1.9. Guests are to be met in person, either by the Owner him/herself or the rental agent. Guests may not simply be provided with keys and allowed to find their own way to the Unit.
- 1.10. Guests are to be provided with a copy of the Rules governing the short term letting Unit and informed of their purpose and enforcement, and that they and any of their visitors are to adhere to them.
- 1.11. Visitors of guests in short term letting accommodation will not be allowed access unless authorised by the rental manager or owner of the Unit.
- 1.12. Entry is entirely at your own risk, and any subsequent consequence to persons or property claims will not be entertained by the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable.
- 1.13. Parking arrangements are to be fully explained to guests, and the consequences of non-compliance emphasised.

- 1.14. Explanation of the operation of the pre-paid water and electricity systems, and arrangements for the payment for these utilities are matters for mutual agreement between the Owner/ rental manager and guest.
- 1.15. The addressing of any problems encountered by the guests during their stay is the responsibility of the Owner, except in the case of urgent safety and security issues, in which case they should be pursued directly with the security personnel. Building management will not address any non-critical issues directly with short term guests.
- 1.16. Problems encountered within the living unit are not, other than in the most extreme, life-threatening circumstances, to be pursued with Security.
- 1.17. On departure, guests are to be seen off the premises either by the Owner or by his/her rental agent.
- 1.18. Any damage or loss caused to the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA, if applicable, by the visitors will be recovered from the Owner.

2. **General Issues with Regard to Short Term Lets**

- 2.1. The guests' arrival will be recorded in a register at the Security desk.
- 2.2. Guests are under no circumstances to request building management or the Security staff to accept keys or possessions for temporary safekeeping.
- 2.3. The Security staff do not perform concierge functions and are not to be approached for services other than those covered by their basic security duties.
- 2.4. All cleaning, servicing and maintenance in a short-let Unit are the responsibility of the Owner.
- 2.5. Any infringement of the Newinbosch Neighbourhood Rules, the Rules of the relevant Body Corporate or Sectional Title Scheme HOA (if applicable), or the guidelines contained in this document shall be subject

11	SHORT TERM RENTALS	
a	Short term renting of property not conforming to Neighbourhood Rules: First Offence	R 2500.00
b	Short term renting of property not conforming to Neighbourhood Rules: Second Offence	R 5000.00
c	Short term renting of property not conforming to Neighbourhood Rules: Third Offence	Refer to Trustees

to a fine in accordance with the following table:

## Annexure A: Annual Short Term Rental Application Form

### Short-let Unit Details

<b>Erf No. / Section No</b>	
<b>Scheme / Sectional Title Scheme HOA (whichever is applicable/if applicable)</b>	
<b>Certified copy of municipal account or levy statement to be enclosed with this application form)</b>	

### **Registered Owner**

<b>Name and Surname</b>	
<b>Telephone number</b>	
<b>Cellphone number</b>	
<b>Email address</b>	

### **Rental Manager**

<b>Name and Surname</b>	
<b>Identity No. (if individual) or Reg No (if company/CC/Trust)</b>	
<b>Certified Copies to be enclosed with this application form:</b> <b>1. SARS letter of good standing</b> <b>2. Rental Manager's proof of address</b> <b>3. PPRA registration number and FFC certificate of rental manager and individual agent</b> <b>4. Identity document of individual agent</b> <b>5. Proof of address of individual agent</b>	
<b>Telephone number</b>	
<b>Cellphone number</b>	
<b>Email address</b>	

Year Applied For:

<b>Year</b>	
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*I, the undersigned Owner, hereby apply for annual authorisation from the MHOA and the relevant Body Corporate or Sectional Title Scheme HOA (whichever is applicable/if applicable), to let my aforesaid Unit for periods 30 days' or less (as specified in the Newinbosch Neighbourhood Rules).*

*I acknowledge that the continuing authorisation of the relevant trustees for these short lets is contingent on the arrangement proving unproblematic for such trustees, building management, security personnel and all other residents of the relevant community scheme.*

*I accept that if the relevant trustees decide that this authorisation should be retracted, such a decision is fully within the powers of the trustee body, and their decision will be regarded as final. Brief reasons will be provided for such a decision.*

*I acknowledge that I will hold myself responsible for making good any loss or damage caused to the Newinbosch Neighbourhood and/or the relevant Body Corporate or Sectional Title Scheme HOA having jurisdiction over the Unit (whichever is applicable) by the actions or misbehaviour of my guests. The decision of the trustees regarding the issue of responsibility will be binding on me.*

*I accept full responsibility for complying with all requirements as laid out in the constitution and the rules of the MHOA and for imposing the relevant responsibilities on my guests.”*

Signed:

<b>Name and Surname</b>	
<b>Place of Signature</b>	
<b>Date of Signature</b>	
<b>Signature</b>	

**We wish your guests a very happy stay at Newinbosch Neighbourhood!**