

SOMERSET PARK HOME OWNERS' ASSOCIATION

Registration Number: 1998/005649/08 NPC
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HOUSE RULES – ANNEXURE "A" (as amended in October 2021)

(Framed in terms of Section 8.4 of the Memorandum of Incorporation of the Association)

INTRODUCTION

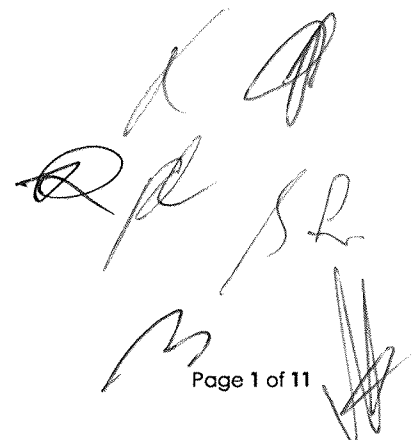
It is a condition of title of all properties in Somerset Park that the owner of each and every property or sectional title unit becomes a member of the **SOMERSET PARK HOME OWNERS' ASSOCIATION ("Association")**. Note that membership is compulsory.

The purpose of the Association is to establish, structure and maintain a policy of uniformity and happy co-existence within Somerset Park.

The Association and you as its Members are governed by the Association's legally registered Memorandum of Incorporation. The Memorandum of Incorporation empowers the Directors of the Association to make House Rules dealing with the standards, control and management of Somerset Park and with the enforcing of the following: -

- The Memorandum of Incorporation
- The House Rules
- The Building Design Code applicable to Somerset Park with which Members are obliged to comply in terms of their title
- Deed Conditions and
- Any directive lawfully given by the Association.

What follows are the House Rules, which have been adopted by the Directors after an in-depth consideration of all relevant issues and which are subject to amendment from time to time as the Directors may deem necessary.



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1. DEFINITIONS AND INTERPRETATIONS

- 1.1. **"Association"** - means the Somerset Park Home Owners' Association NPC No.1998/005649/08;
- 1.2. **"MOI"** - means the Association's duly registered Memorandum of Incorporation;
- 1.3. **"Member"** - means an Owner and a Body Corporate as defined in terms of the Sectional Titles Act No. 95 of 1985;
- 1.4. **"Director"** – means elected trusted official that manages the affairs of the Association
- 1.5. **"Building Design Code"** - means the Design Code, which sets out the standards, conditions and specifications imposed by the Developer and the Association for structures within Somerset Park;
- 1.6. **"Owner"** - means any person who is the registered owner of a Unit or an undivided share in a Unit;
- 1.7. **"Property"** - means an immovable property situated in Somerset Park and includes a sectional title unit in terms of the Sectional Titles Act No. 95 of 1986;
- 1.8. **"Somerset Park"** – means the residential suburb known as Somerset Park;
- 1.9. **"Unit"** - means any immovable property situated in the Suburb which is capable of registration under separate title, and includes a sectional title unit in terms of the Sectional Titles Act, and that portion of immovable property in respect of which a holder of a share block is granted the exclusive use thereof as contemplated under the Share Blocks Act.
- 1.10. **"Technical Breach"** – means minor contravention of a House Rule that was unintended.
- 1.11. **"Blatant Disregard"** – Significant breach of a rule that impacts on the authority of the Association and rights of other owners

In these Rules, unless the context clearly indicates otherwise, any word herein contained and not herein defined, shall have the same meaning as that given in terms of the MOI.

Should there be any conflict between the provisions of these House Rules and the provisions of the MOI, then the provisions of the MOI shall apply.

2. APPLICATION OF THESE RULES

- 2.1. These Rules shall from the date of promulgation apply to all Members.
- 2.2. Any contravention of these Rules by any employee, contractor, invitee, lessee or any person acting on the authority of or through a Member shall be deemed to be a contravention by the Member, but the Association may without prejudice to its rights against the Member, take such steps against such person actually committing the contravention as it deems necessary.

3. MEMBERSHIP FEES

- 3.1. In terms of the provisions of Section 2.2 of the Memorandum of Incorporation, Membership Fees are payable by Members annually in advance on the first of each financial year, 1 July.
- 3.2. The Directors shall annually increase the membership fees by up to 10% if necessary for the ensuing year, as determined by the budget for the forthcoming year.
- 3.3. The Association shall annually before the end of May each year send out an invoice informing members of the fees payable for the next year and the due date.
- 3.4. Any fees not paid within 30 days of the due date shall bear interest at 2% per month, compounded and debited with effect from the due date. Interest charges will be in line with the National Credit Act.
- 3.5. The Association shall annually within 4 weeks after the Annual General Meeting send to members a statement reflecting all outstanding amounts including interests payable and any increase in membership fee approved at the Annual General Meeting.

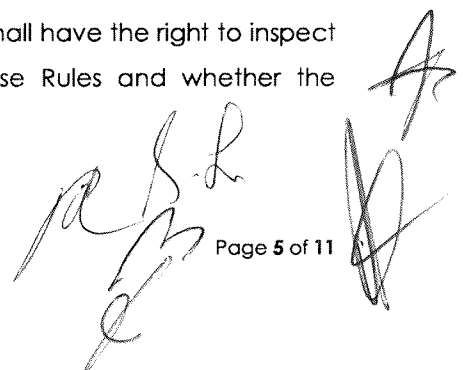
- 3.6. Fees may not be withheld or reduced to off-set against any real or perceived non-provision of services nor for any other reason whatsoever.
- 3.7. Any outstanding fees and other charges may be handed over for collection at the discretion of the Directors of the Association.
- 3.8. On application for transfer of any property the transferee shall pay an advance membership fee for two years which shall be credited to the property fee account.
- 3.9. The maximum charges for request of copies of records and rules in terms of Section 3.2.1.2 of the MOI shall be R2.50 per page.
- 3.11 All refundable security deposits received shall be deposited into a dedicated savings account and all interests earned shall be for the account of the Association.
- 3.12 A member shall be liable and pay all expenses and legal costs including costs as between attorney and client (on attorney/client scale basis) and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies and/or any other amounts owed to the Association.
- 3.13. All properties sold by members must be inspected, by SPHOA inspectors, against their existing building plans.

Should it be found that there were deviations when viewing the approved plans, the seller needs to be given a written list of deviations which either needs to be rectified or the plans amended and submitted to the Association and the Municipality for approval. Should the seller feel that they can't wait as the property has been sold, a conditional transfer will be granted at the discretion of the Directors.

4. USE OF DWELLINGS AND PROPERTIES

- 4.1. The maximum number of persons permitted to occupy any dwelling within Somerset Park shall be the number of bedrooms in such dwelling multiplied by 2 (two).

- 4.2. No trading or business activity shall be conducted from any dwelling or property unless zoned for such purpose.
- 4.3. Clothing, linen and general washing shall be hung out to dry in such a manner so as not to be directly visible from the view of the public or neighbours.
- 4.4. No harmful or inflammable substances shall be kept on any property other than in such quantities as may reasonably be required for domestic purposes.
- 4.5. No commercial advertising of any nature shall be allowed on or in front of any property save that a "For Sale" or "To Let" sign may be erected on the verge in front of a property when so required.
- 4.6. In compliance with the conditions of title relating to all properties, Members shall abide by the Building Design Code applicable from time to time.
- 4.7. Every developed property should clearly display the street number of the property address. Refer to section 2.8. of the Building design Code for specifications for the above.
- 4.8. All members undertaking major construction work on their property shall pay a refundable security deposit of R5000 for damage to the road, verge and drainage system. All building material to be contained within the boundary of the property at all times.
- 4.9. Any deposit not claimed will be held by the Association and may be used to offset outstanding membership fees relating to the property.
- 4.10. All construction sites shall be screened along boundaries with green shade cloth or shutter boards painted green or other suitable material which is to be maintained throughout the construction period.
- 4.11. Appropriate staff toilets shall be provided on all construction sites.
- 4.12. The Association's duly appointed representative shall have the right to enter enter and inspect all properties for compliance with The Association's rules at any time.
- 4.13. The Association's duly appointed representative shall have the right to inspect construction sites for compliance with the House Rules and whether the

The bottom right corner of the page contains several handwritten signatures and initials. There are three distinct signatures, one of which is a large, stylized 'A' or 'R' shape. The text 'Page 5 of 11' is printed below these signatures.

building under construction is in accordance with the plan approved by the Association.

- 4.14. No new building construction work or alterations to existing buildings shall be undertaken without the approval of the Association and the Municipality.
- 4.15. The approval of the Association of any as built retaining or boundary wall built other than in accordance with the Building Design Code shall be subject to a once off penalty provided that the wall is certified by a Structural Engineer, as structurally sound.
- 4.16. Members shall obtain written confirmation for the Association that building works undertaken by members is in compliance with the approved plans before obtaining an occupation certificate from the local authority.

5. UPKEEP AND MAINTENANCE OF PROPERTIES

- 5.1. All fences, driveways, structures and the exteriors of all buildings on properties shall be maintained by the Member in good and proper order and condition.
- 5.2. All gardens shall be maintained by the Member in good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity of neighbouring properties or of Somerset Park in general.
- 5.3. All vacant properties shall be cleared of any overgrowth and maintained free of tree trimmings and rubble.

6. PETS

- 6.1. Pets shall be adequately contained within the Member's property and shall not be allowed to roam freely outside thereof.
- 6.2. Members shall ensure that their pets do not cause a nuisance, disturbance or annoyance which in the sole opinion of the Association constitutes an interference to the peaceful enjoyment by any other Member of his property or of the environment.

7. VEHICLES

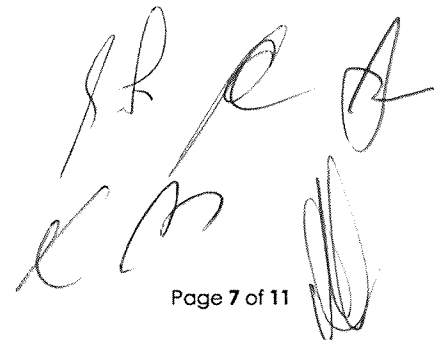
- 7.1. No Member shall operate any form of motorised transport upon any place within Somerset Park other than on a road or driveway.
- 7.2. No vehicle shall be parked, stored or left unattended within Somerset Park other than at a place properly set aside for such purpose.
- 7.3. The parking or storing of caravans, boats, trailers or the suchlike on properties shall be in such a manner so as not to be directly visible from the view of the public or neighbours.

8. NATURE CONSERVATION

- 8.1. No Member shall willfully disturb, harm or destroy any wild animal, insect, reptile, bird or plant material within Somerset Park.
- 8.2. No Member shall light any fire in Somerset Park other than at a place designated for that purpose and subject to proper fire control measures.
- 8.3. No snares, traps or the such like shall be permitted in Somerset Park.
- 8.4. No dumping or littering of any nature whatsoever shall be permitted in Somerset Park.

9. FIREARMS AND FIREWORKS

- 9.1. The lighting or letting off of fireworks within Somerset Park shall be done in terms of the eThekweni Municipality By-Laws;
- 9.2. No Member shall discharge any firearm, air-gun or other lethal or dangerous weapon within Somerset Park other than in self-defence.

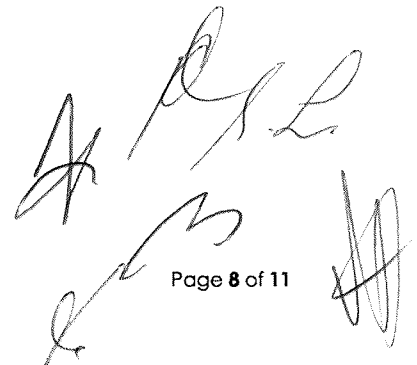
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10. NUISANCE

- 10.1. No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their properties or of the general amenities of Somerset Park.
- 10.2. No Member shall use any area within Somerset Park in such a manner as will detrimentally affect the use and enjoyment of the amenities of Somerset Park by other Members.
- 10.3. Loud music, screaming and shouting, motor vehicles hooting and other disturbances are not permitted after 22h00 daily and after midnight on Fridays and Saturday. Hooting at the gate is not permitted.

11. UPDATING OF MEMBERS INFORMATION

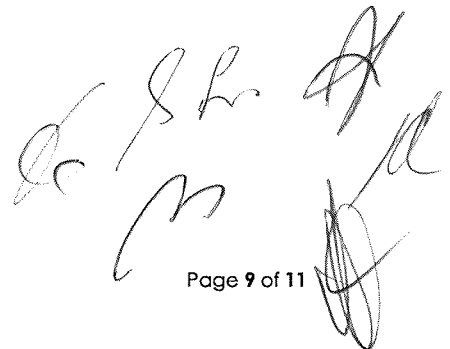
- 11.1. Members shall at all times ensure that they notify the Association of any change in their contact details.
- 11.2. Provide a postal address within the Republic of South Africa for the purpose of receiving notices from the Association. If no such address is provided it shall be sufficient for the Association to serve the notice at the unit owned by the Member.
- 11.3. Provide an e-mail address to serve notices by way of electronic communication and shall notify the Association of any changes to such address.
- 11.4. If e-mail addresses are not provided by Members by the date of the approval of this document, the cost of sending out notices and statements by prepaid post shall be debited to the Member's account.
- 11.5. Provide the Association with a cellular phone number to which messages could be sent, by the date of the approval of this document.



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12. BREACH

- 12.1. Should any Member breach any of the Articles of the MOI and/or of the House Rules and/or any provisions of the Building Design Code and/or any directive lawfully given by the Association then the Association shall give the Owner written notice to remedy such breach within a period of time which the Association in its sole discretion deems reasonable given the nature of the breach.
- 12.2. Such written notice shall be sent by the Association to the Member at the Member's address of record as furnished by the Member to the Association. If sent by prepaid registered post to such address then it shall be deemed to have been received on the 4th (fourth) day after posting and if delivered by hand to such address, then on the date of delivery.
- 12.3. Should the Owner fail to remedy the breach within the time stated in the said notice then the Association at its sole discretion shall be entitled to:
- 12.3.1. impose a penalty of R50.00 per day for each day the breach continues except in the case of a breach of rules 4.2 and 4.13, in which case a penalty of R500 per day shall apply.
- 12.3.2. refer the matter to arbitration as provided for in the Memorandum of Incorporation; and/or
- 12.3.3. proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate, add/or
- 12.3.4. proceed with the carrying out of any work or the doing of anything which the Association has called upon the Member to do, the cost of which shall be deemed to be a debt due by the Member to the Association; and/or
- 12.3.5. take such other action as may lawfully be available to the Association.



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13. PENALTIES

- 13.1. In terms of Section 2.2.4 of the Memorandum of Incorporation of the Association the Directors may impose fines and other penalties upon the Members disobeying the MOI and any other rules.

Offence/Breach	First Offence	Repeat Offence	Recurring Offence
Technical breach without malice	R100	R200	
Non-compliance with notice for breach of rules 4.2 and 4.13			R500 per day for every day
Blatant Disregard	R1000	R2000	

Penalty for as built boundary walls, not exceeding 3 meters (Rule 4.14) R 15 000

Penalty for as built boundary walls, exceeding 3 meters (Rule 4.14) R 30 000

- 13.2. The abovementioned fines and penalties of offences/breaches shall be subject to amendment by the Directors from time to time at their discretion by way of a Directors Resolution.
- 13.3. Members who are alleged to have breached the MOI and the House Rules shall be given a written notice of the alleged breach and of the fine/penalty and to be notified to dispute the allegation or make representation within 15 days of notice.
- 13.4. If no dispute or representation is lodged, the Member will be deemed to be guilty of the alleged breach and the Members fee account shall be debited with penalty and recovered in the normal debt recovery process.

14. GENERAL

- 14.1. As per the Municipal by-laws, Owners must only develop or plant the verges outside their properties up to 1.10 metres from the road edge so as not to hinder pedestrians and to allow for use of emergency vehicles.
- 14.2. Owners who have paid verge deposits when building are reminded to claim their refund within six months after the verge is cleared of the building material and resored.

3. COMMITTEE DUTIES

It shall be the responsibility of this Committee to:

- A. Evaluate Safety & Security related issues of the community, common area property and buildings.
- B. Prepare an Emergency Response Plan
- C. Review incidents reports from security companies.
- D. Maintain ongoing liaisons with other committees to ensure all Association's needs are met.
- E. Recommend policy & procedure to the BOD regarding Safety & Security of the Association.
- F. Provide and make readily available emergency contact names and numbers for specific situations.
- G. Work with Somerset Park Neighbourhood Watch (SPNHW), SAPS and Metro Police on needs of the Association, crime issues, and traffic concerns within the community.
- H. Distribute information to homeowners on a regular basis.
- I. Monitor vehicular traffic issues and report to local authorities, the homeowners' concerns.
- J. Provide updates to the community Association website/newsletter concerning the actions of the Committee related to Safety & Security.

The above shall be effective from 01 JANUARY 2022



Director: DM Moodley



Director: Satish Singh



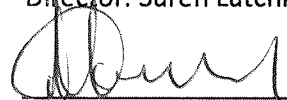
Director: Sanjeen Deosaran



Director: Kreean Govender



Director: Suren Lutchminarayan



Director: Avilash Aniruth



Director: Puvendra Akkiah