

The village of Sunningdale



**sunningdale home
owners association**
www.shoa.co.za

THE HOUSE RULES

June 2016

THE VILLAGE OF SUNNINGDALE

HOME OWNERS ASSOCIATION

INTRODUCTION

It is a condition of title of all properties in Sunningdale that the owner of each and every unit [free standing homes, sectional title developments and vacant stands] becomes a member of **THE SUNNINGDALE HOME OWNERS ASSOCIATION.**

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

Your Association and you as its Members are governed by the Association's Constitution. The Constitution empowers the appointed Executive Committee of the Association to make House Rules dealing with the standards, control and management of the affairs of the Village of Sunningdale and specifically with the enforcement of :-

- The Constitution
- The House Rules;
- Building Design Code and:
- Any directive lawfully issued by the Association

What follows are the House Rules, which have been adopted by the Members of the Association which are subject to amendment from time to time as the Committee may deem necessary.

**HOUSE RULES
OF
THE VILLAGE OF SUNNINGDALE HOME OWNERS ASSOCIATION**

1. INTRODUCTION

- 1.1 In terms of paragraph 5 of the Association's Constitution, the Committee has the power to make Rules, as well as the power to substitute, add to, amend or repeal same, for the purposes of management, control, administration, use and enjoyment of the Village as a whole, and for the purposes of giving proper effect to the provisions of the Constitution of the Association, and for any other purpose which they deem appropriate.
- 1.2 Any Rules made by the Committee are binding on all Members.
- 1.3 Any breach by a Member of the House Rules or any section of the Constitution may result in the Committee imposing a financial penalty against such defaulting Member as provided for in Paragraph 12 of the Rules. A breach by any person other than the Member who occupies any Member's unit shall be deemed to have been committed by the Member and the Committee shall be entitled to take such action as they may deem fit against the Member concerned.
- 1.4 Members will be responsible for any contravention of these Rules by any employee, contractor, invitee or any other person authorised to be in the Village by such Member.
- 1.5 In view of the above, Members should ensure that it is a condition of any lease of such Member's unit in the Village that the lessee shall be bound by the Rules of the Association and the Constitution and that any breach by the lessee shall be deemed to be a breach of the Agreement of Lease entitling the Member as lessor to such remedies as may be appropriate.
- 1.6 The Committee of the Association may amend these Rules, by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 "The Association" means The Village of Sunningdale Home Owners Association.
- 2.2 "The Village" means the township of La Lucia Extension 10 and known as the Village of Sunningdale.
- 2.3 "Member" shall mean a member of the Association, and all Bodies corporate established in terms of the Sectional Titles Act which control property within the Village.
- 2.4 "Property" means an immovable property situated in Village owned by the members and shall include sections and common property as defined in the Sectional Titles Act.No. 95 of 1986.

- 2.1.1 In these Rule, unless the context clearly indicates otherwise, any word importing the singular number only shall include the plural number and vice versa and words imploring any one gender only shall include the other gender and words importing persons shall include bodies corporate and firms.
- 2.1.2 Should there be any conflict between the provisions of these House Rules and the provisions of the Constitution, then the provisions of the Constitution shall apply.

3. APPLICATION OF THESE RULES

- 3.1 These Rules shall apply to all Members from the date of promulgation.

4. USE OF DWELLINGS AND PROPERTIES

- 4.1 The maximum number of persons permitted to occupy any dwelling within Village shall be the number of bedrooms in such dwelling multiplied by two.
- 4.2 No person shall use any area within the Village in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons within the Village or in such a way as to create a nuisance to any other person in the Village or to the detriment of the environment.
- 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 neighbors.
- 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 one "For Sale" or "To Let" sign at any given time may be erected on the verge in front of a property.
- 4.6 In compliance with the conditions of title relating to all properties, a Member shall abide by the Building Design Code applicable from time to time.
- 4.7 No trading is permitted in the Village. However, the use of a maximum of 10% (TEN PERCENT) of the surface area of the dwelling may be used as office space, provided that the prior written approval of the Association is obtained, and that the regulations of the Local Authority are complied with.
- 4.8 No freestanding sheds are permitted save for the purposes of the builder when a property is under construction.

5. MEMBERSHIP FEE

- 5.1 In terms of the provisions of the Constitution, annual membership fees of the Association, are payable by Members within thirty [30] days of invoice.
- 5.2 Any membership fee not paid with 30 (thirty) days of due date shall bear interest at 3% THREE PERCENT) above the prime overdraft rate charged by The Standard Bank of Southern Africa Ltd from time to time. Such interest shall be applied to the full amount overdue from the date to the date of payment, both dates inclusive.
- 5.3 Membership amounts may not be withheld or reduced or off-set against any real or perceived non-provision of services, or for any other reason whatsoever.

- 5.4 Owners whose membership payments are in arrears after 60 days shall have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.

6. REFUSE REMOVAL

- 6.1 The collection and removal of domestic and garden refuse is under the control of the Local Authority and is carried out at times and frequencies, and in a manner, determined by them.
- 6.2 Unless advised, the current collection day is THURSDAY and refuse /garden waste to be placed on the verge in the correctly color coded bags
- 6.3 Burning of garden (or other) refuse is not permitted in the Village.
- 6.4 Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be the responsibility of the member at its cost.

7. PETS

- 7.1 Pets shall be adequately contained within the Member's property and shall not be allowed to roam freely outside thereof. Each dog and cat must at all times wear a collar with a nametag indicating the owner's name and telephone number.
- 7.2 Members shall ensure that their pets do not cause a nuisance or disturbance or annoyance which in the opinion of the Association constitutes interference to the peaceful enjoyment by any other Member of his property or of the environment.
- 7.3 Local Authority bye-laws relating to pets must be complied with (i.e.: licensing/numbers/rabies inoculations etc). These regulations do not relieve Sectional Title Owners of the responsibility for complying with the rules promulgated by the body corporate controlling the sections which they own.
- 7.4 All dogs taken into the Sunningdale Park must be on a lead at all times.

8. SECURITY

- 8.1 Abuse of security guards and/or armed response officers of preferred security provider is strictly prohibited.
- 8.2 Members must report any suspicious or unlawful occurrences to preferred security provider for logging and action where necessary.

9 UPKEEP AND MAINTENANCE OF PROPERTIES

- 9.1 All fences, driveways, structures and the exteriors of all buildings on properties shall be maintained by the Member in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.
- 9.2 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 neighboring properties or of the Village in general.
- 9.3 The Association has the right to decide whether a building or garden is being adequately maintained or not and to take necessary action to effect repairs and or maintenance at the members cost should the member fail to do so personally within a reasonable period of notice.

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 the Village.
- 10.2 No Member shall use any area within the Village in such a manner as will detrimentally affect the use and enjoyment of the amenities of the Village by other Members.
- 10.3 [a] The use of consumer or recreational fireworks are restricted to recognized and / or official cultural, religious or special days only.
- [b] Subject to the conditions of the Explosives Act 26 of 1956 and Regulations 1972, enforced by the SAPS, no person may light or ignite fireworks on any day or at any time except:-
- (i) New Years Eve from 23h00 to 01h00;
 - (ii) All other days from 19h00 to 22h00;

11 LAWS & BY-LAWS

- 11.1 Members shall at all times ensure that their conduct and that their properties and the structures thereon comply with all laws applicable from time to time.

12 FINES

- 12.1 The Constitutions of the Association contemplates the Committee imposing fines upon a Member pursuant to a breach of the Constitution and/or the House Rules and/or the Building Design Code and/or of any directive of the Association, the Committee sets out hereunder, the following categories and scales of fines:-

OFFENCE	FIRST OFFENCE	SECOND OFFENCE OR DISREGARD OF IMPOSITION
	R	R
Technical breach without malice, aforethought or premeditated intent or due consideration	R100.00	R200.00
Non-compliance	R250.00	R500.00
Blatant disregard	R500.00	R1000.00

- 12.2 The abovementioned fines and categories of offences shall be subject to amendment by the Committee from time to time at their discretion.

13 BREACH

- 13.1 Should any Member breach any of the Constitution of the Association and/or 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.

13.2 Such written notice shall be sent by the Association to the Member at the Member's address of record as furnished by the Member on his application for membership to the Association. If sent by prepaid registered post to such address then it shall be deemed to have been received on the fourth day after posting and if delivered by hand to such address, then on the date of delivery.

13.3 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 either:-

13.3.1 Impose a fine upon the Member which shall be deemed to be a debt due by the Member to the Association and which shall be recoverable by ordinary civil process as provided for in the Constitution of the Association;

and/or

13.3.2 Refer the matter to arbitration;

and/or

13.3.3 Proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in the Constitution of the Association;

and/or

13.3.4 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

13.3.5 Take such other action as may lawfully be available to the Association.

14. GENERAL

14.1 Members must obtain and retain copies of the official Identification document of all permanent and casual domestic workers and gardeners' employed in the Village.

14.2 No animal, bird or reptile may be slaughtered within the Village and no meat, skin, fish or carcass may be hung up to dry or cure within the Village.

14.3 Members who lease out their properties must provide lessee's names and contact telephone numbers to the Association through the Managing Agents.