

HOUSE RULES**MADE IN TERMS OF THE ARTICLES OF ASSOCIATION OF THE MOUNTAIN VIEW ESTATE
HOME OWNERS ASSOCIATION (*hereinafter "the Association"*)****1. INTRODUCTION**

- 1.1 Any person who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached those House Rules and will be liable for payment of the penalties laid down in terms thereof.
- 1.2 The Association may delegate any of its powers in terms of the aforesaid House Rules to a Managing Agent, upon such terms and conditions as it may deem fit.
- 1.3 The Managing Agent may delegate any of its powers so delegated to him/her, or any power accorded to him/her in terms of these House Rules, to any person nominated by him/her for the purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

2. DOMESTIC REFUSE

- 2.1 The weekly collection of refuse will be done by an outside contractor and the fee will be included in the monthly levy.
- 2.2 The refuse removal will be co-ordinated by the Association.
- 2.3 It shall be the duty of every owner or occupier of a unit to ensure that such directions given by the Association, or if appointed, the Managing Agent are observed and implemented.
- 2.4 No person shall keep any refuse within or outside his unit, except in specified containers, and in such places as may be specifically set aside therefore, or as may be approved by the Managing Agent from time to time.

2.5 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Managing Agent may give the person wishing to dispose of such refuse such directions for its disposal as he/she may deem fit.

2.6 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 2 of these House Rules, in the sole discretion of the Association, he/she/it shall be liable to a penalty not exceeding N\$ 500.00 (Five Hundred Namibian Dollars) for each such contravention.

3. DOMESTIC ANIMALS

- 3.1 Domestic animals, house pets ("*domestic animals*") or any animals approved by the Association may be kept subject however to the rules and regulations imposed by the Association from time to time.
- 3.2 The domestic animals must be contained within each of the designated areas as described by the Association from time to time.
- 3.3 Any domestic animals found outside the fenced boundaries of the plots may be summarily removed from the Mountain View Estate by the Managing Agent.

4. GENERAL

- 4.1 All building plans for houses/structures on each plot as well as any intended subdivision of a plot must be approved in advance, by the Association prior to any formal submission to the City of Windhoek for subdivision or formal building plan approval.
- 4.2 No building may be constructed nearer than 30 metres from any boundary of each plot without the prior written consent of the Association and the owner of the neighbouring plot in respect of which the building line is sought to be exceeded.
- 4.3 It will be compulsory to comprehensively insure all buildings on each plot.

- 4.4 It will be compulsory to maintain the outside of all buildings in a state acceptable to the Association. The Association will have the right to enforce such maintenance and penalize any member in accordance with Clause 4.9.
- 4.5 Whenever the Managing Agent is of the view that the behaviour of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules.
- 4.6 No person shall keep anywhere on the development, any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 4.7 The statutory records and books of account of the Association shall be open for inspection at the offices of the Managing Agent during normal business hours.
- 4.8 If a member of the Association introduces a guest to his residence that may be present in such residence unaccompanied by his host for any period of time, such guest shall be bound by the Articles of the Association as well as these House Rules, which the member shall be obliged to bring to the attention of his guest.
- 4.9 No home on the development may be used for any purpose other than a residential property, i.e. no home may be used for commercial or business purposes without the prior written consent of the Association and subsequent formal approval by the City of Windhoek.
- 4.10 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 4 of these House Rules, he/she shall be liable to a penalty up to N\$10,000 (ten thousand Namibian dollars), imposed in the sole discretion of the Association, and depending on the severity of the offence.

- 5.1 The movement of vehicles into-, out of- and through the development will be as follows:
- 5.1.1 No vehicles shall enter or leave the development at any point except at the entrance gates, save for special circumstances and then only with the consent of, or at the discretion of the Managing Agent.
- 5.1.2 No vehicle shall enter the development unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such members to operate the vehicle entrance gate themselves.
- 5.1.3 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.
- 5.2 Pedestrians shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way. A general speed limit of 40 km/h shall apply within the development. This speed limit will be strictly enforced. The Managing Agent will fine contraveners of the speed limit according to Clause 5.8 hereof.
- 5.3 The Association may, by means of appropriate signage designed specifically for the development, give such direction as to the use of roads or any portion thereof as it in its discretion may deem fit, and any failure by any person to obey these directions and give effect thereto, shall constitute a contravention of these House Rules.
- 5.4 Vehicles having a gross vehicle weight in excess of ten tons, shall not be permitted to enter the development, except with the consent of the Managing Agent who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 5.5 No person shall drive or ride any vehicle in the development in such a manner that would constitute an offence under the applicable and current Namibian Traffic Legislation. This, amongst others, implies that any person driving any kind of vehicle shall be in possession of a valid driver's licence.

5. TRAFFIC

- 5.6 No person shall store, park or leave a vehicle unattended in any place in the development, except –
- 5.6.1 in an area designated for that purpose by the Association by means of an appropriate sign or lay-bye, designated as such by means of an appropriate sign;
- 5.6.2 no helicopter or any means of aerial conveyance may be landed at any place within the development without the authority of the Association.
- 5.7 For purposes of these House Rules, 'vehicle' shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human effort.
- 5.8 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in this Clause 5 or having made himself guilty of any unreasonable misconduct, as determined in the sole discretion of the Association he shall be liable to a penalty up to N\$10,000.00 (Ten Thousand Namibian Dollars) depending on the severity of the offence.

6. OPEN SPACES

- 6.1 No person shall use or conduct himself upon his/her plot within the development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 6.2 Small farming activities will only be allowed with written approval of the Association. Owners may apply to the Association for approval if they wish to keep any household pets other than dogs, cats, birds, horses or other animals.
- 6.3 No workers or contractors will be allowed to enter the development on foot and traverse the property, albeit it by road. Contractors are obliged to transport all workers to the specific building site in question.
- 6.4 No persons shall discard any litter or any item of any nature whatsoever at any place in the development other than in such receptacles and in

such places as may be set aside for that purpose and designated as such by the Association.

- 6.5 No person shall anywhere in the development disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.
- 6.6 No person shall anywhere in the development disturb, harm, destroy, or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association.
- 6.7 Pedestrians may only use the road network within the development. No traversing of private properties will be allowed.
- 6.8 Except insofar as the discharge of firearms and bows and arrows might be linked to some authorised sporting activity within the development, no person shall discharge any airgun, pistol or bow and arrow anywhere within the Estate.
- 6.9 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in this Clause 6, shall, in the sole discretion of the Association, be liable to a penalty up to N\$10,000 (Ten Thousand Namibian Dollars) depending on the severity of the offence.

7. WATER SUPPLY

- 7.1 Water supply is by way of borehole water, one to each site, installed on the boundary of each site, and in a position determined in the sole discretion of the developer.
- 7.2 The Association or the Managing Agent shall take all reasonable precautions to procure and maintain a suitable plant/point for the distribution of water to secure to its' consumers a constant supply of water, but does not guarantee that the same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply thereof, or failure to supply water, unless the said interruption or failure is due to the negligence of the Association and/or the Managing Agent failing to carry out its obligations aforesaid.

- 7.3 The Association and the Managing Agent shall not under any circumstances be liable for any failure, variation or interruption that may result in any injury or damage and destruction of the buildings or plant belonging to it by storm or fire, through or during a time of riot, of civil commotion due to strikes of workmen or lockout by employers, (whether such strikes or lockout be on the premises of the Managing Agent or on the premises of any agents of the Managing Agent), or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for the Managing Agent or its agents. The Managing Agent or the Association shall further not under any circumstances be liable for any damages as a result of failure, variation or interruption of supply of water to the consumer due to any failure, variation or interruption of the supply to it from the supply authority.
- 7.4 Under no circumstances shall any rebate be allowed on the account for water supplied or water wasted due to leakage or any other fault in the water installation.
- 7.5 No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protective device.
- 7.6 No person, other than a person specifically authorised thereto by the Association or Managing Agent in writing, shall directly or indirectly connect, attempt to connect or cause to be connected, any water installation or part thereof to the supply mains or service connection.
- 7.7 The Managing Agent may, on prior notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes, save that no notice shall be necessary in case of an emergency.
- 7.8 The meter(s) shall be read on a monthly basis by the Association, and this account shall be rendered to the owner as part of the monthly charges and the owner shall be liable to pay for same within 30 (thirty) days of invoice date.
- 7.9 Boreholes may only be sunk with the express prior written consent of the Ministry of Agricultural, Water & Forestry and/or the Municipality of Windhoek and/or such other governmental, regional or local authority as may regulate the sunk of boreholes in that area, and of the Association, which shall not be withheld unreasonably. The Association

however reserves the right to close any such borehole(s) if same negatively influences the water table, in the exclusive opinion of the Association.

8. ELECTRICITY

- 8.1 Electricity will be supplied by the Developer, who will construct a solar generation plant as specified.

9. ACCOUNTS

- 9.1 Levy payments are payable from date of registration of transfer.
- 9.2 Property owners' levy accounts will be payable at the end of each and every month.

10. SECURITY

- 10.1 No person shall do anything which is, or might be, prejudicial to the security of other members or residents within the development and members are to report incidents affecting security to the Managing Agent.
- 10.2 Access to the residential properties will be controlled at the entrance gate by security. Security should be kept informed of the arrival and departure of all guests who will visit residents.
- 10.3 Security will have the right not to grant access to visitors if the resident is not aware of the arrival of such visitor.

11. FENCES

- 11.1 Every owner shall be allowed to fence off around his/her/its plot, but the erection and design of such fences must be approved by the Association.

12. AMENDMENT OF HOUSE RULES

This House Rules may be amended with the approval of 70% (seventy percent) of the existing members of the Association. Any approvals required in terms of these House Rules shall also require the minimum of 70% (seventy percent) of the existing members of the Association.
