

MILLWOOD MEWS HOME OWNERS ASSOCIATION

RULES FOR THE MANAGEMENT AND ADMINISTRATION OF THE COMPLEX

(As applicable from 1 January 2016)

The Trustees of Millwood Mews, as appointed on a yearly basis by home owners at the Annual General Meeting, have compiled the following rules that are applicable to all residents of Millwood Mews, both owners and tenants as well as their visitors.

1. THE USE OF A RESIDENTIAL UNIT FOR ANY BUSINESS PURPOSE IS STRICTLY FORBIDDEN.

1.1 Residential units may only be used for residential purposes. No residential unit may be used for the purpose of running a business or business-activities of any description.

1.2 Business activities in this regard are defined as “any business that will result in allowing unauthorised members of the public into the complex.

2. NUMBER OF PERSONS PER RESIDENTIAL UNIT

2.1 The number of persons allowed to permanently occupy a residential unit is restricted to two (2) persons per bedroom.

3. PETS

3.1. Only permanent, resident owners of residential units in Millwood Mews will be allowed to keep pets, subject to prior approval by the Trustees. Furthermore it is expected that all rules with regards to the keeping of pets will be strictly obeyed. No visiting pets are allowed in the complex. Tenants are not allowed to keep pets in the complex.

3.2 Any resident who received permission to keep a cat or dog in a residential unit prior to the rules being amended, may still keep his/her pet until the pet dies or otherwise permanently leaves the complex. The pet(s) will be monitored and the Trustees reserve the right to withdrawn the permission given if rules are not obeyed.

3.3 All cats and dogs must wear a name tag at all times that also indicates the owner's contact number.

3.4 The Trustees may revoke their consent to keep a pet at any time if their conditions are not met. If permission to keep a pet is suspended, the animal has to be removed from the premises with immediate effect.

3.5. **No pet** may move around in communal areas without its owner's supervision. Dogs must be kept on a leash at all times. (See 3.7 (a) below.) Cats must be restricted to their owner's own garden (See 3.8 (b) below.)

3.6 No animals that the Trustees consider to be dangerous will be allowed.

3.7 If permission was given to keep a dog, the following rules will be applicable:

(a) The dog must always be kept on a leash when moving around in communal areas. Dogs are not allowed off leash in communal areas.

(b) If a dog makes a mess the dog's owner will be responsible for cleaning the mess. Dog-owners who allow their dogs to defecate on communal property or in other owner's/tenant's gardens without cleaning up will be fined and the Trustees reserves the right to withdrawn the permission given with immediate effect.

(c) In accordance with the City of Cape Town's Animal By-Law of 2010, no resident will be allowed to keep any dog which barks, yelps, howls or whines for more than 6 accumulated minutes in an half hour.

3.8 If permission was given to keep a cat, the following rules will be applicable:

(a) Cats have to be kept indoors at all times.

(b) If cats do have outdoor access, it has to be only to the back garden of the cat owner's residential unit.

- (c) If a cat is caught sleeping on or jumping onto vehicles, the cat owner will be fined and any damages will be the responsibility of the cat's owner. The cat owner will also be asked to remove the cat from the complex.

3.9 Pets must be sterilized and the proof of sterilization must be submitted, for new applications as well as previously approved applications.

3.10 The owner of the pet will be responsible for any damages incurred by the animal.

3.11 Fines will be set at R500,00 for the first 2 (two) offenses. For the 3rd (third) offense - permission to keep the pet will be suspended and the pet/s must be removed from the premises with immediate effect.

3.12 If an animal dies, it may not be replaced with another animal without permission from the Trustees. Permission to keep a pet will only be considered for permanent, resident owners of residential units.

4. GARBAGE REMOVAL

4.1 No garbage bags or garbage containers are allowed outside the front of any residential unit. Garbage containers and bags are only allowed in the back yard of residential units, and garbage must be taken to the refuse room by owners/tenants on a regular basis so it can be removed by the Municipality.

4.2 Owners/tenants should wrap their garbage well so that no mess is made on communal property, and should dispose of the garbage themselves in the refuse room.

4.3 Garbage should be placed in the garbage containers in the refuse room and may not be placed on the floor of the refuse room or in front of the refuse room door.

4.4 Only garbage that will be removed by municipal garbage trucks may be placed in the garbage containers. Any other type of garbage, eg. builder's rubble or garden refuse will be the owner's/tenant's own responsibility to remove or to have it removed.

4.5 An owner or tenant of a residential unit may not leave/allow other people to leave any rubbish, rubble, leftover-food, cigarette-butts or any other type of garbage in the communal areas.

5. VEHICLES AND PARKING

5.1 No owner or tenant may, without the written consent of the Trustees, leave a mobile or static vehicle, caravan, trailer or any other property parked or abandoned on communal property for longer than three (3) days, if it belongs to a person not residing in the complex.

5.2 The Trustees may remove or have removed, at the cost of the owner thereof, any vehicle, caravan, trailer or other property that has been parked or abandoned on communal property, after the passing of three (3) days.

5.3 No parking of any vehicle, caravan, trailer or other property is allowed on the red/yellow lines, on the lawns, or behind other parked vehicles. No parking whatsoever is allowed on any part of the lawns in front of residential units or on the communal lawns. **If a trailer has to be parked, it should be parked in front of the vehicle (on the TAR SURFACE) on the owner's parking area.**

5.4 Owners and tenants has to make sure that neither their vehicles nor those of their visitors damage the parking area or communal area by leaving oil or brake fluid marks behind or damaging the communal area in any other way. The cost of removing brake fluid or oil from parking areas will be the responsibility of the owner who's vehicle/ who's guest's vehicle was responsible for the mess.

5.5 No owner or tenant is allowed to take any vehicle apart or do any repair work to a vehicle in his/her own garden, residential unit, or on the communal property.

- 5.6 Vehicles of more than three (3) tons may not be driven/brought into/parked/stored in the complex or left on any part of the communal property.
- 5.7 Owners/tenants are limited to a maximum of two (2) motor vehicles per residential unit.
- 5.8 Owners and tenants must park in their marked parking bays and visitors may only park in allocated visitors' parking bays.
- 5.9 Owners, tenants and visitors should obey parking regulations at all times, i.e. loading zones and/or no parking zones may not be used as parking bays.
- 5.10 Vehicles should be parked in such a way so as to not prevent other vehicles from parking or make it difficult for other vehicles to be parked.
- 5.11 No persons may sleep or spend the night in vehicles that are parked in the complex.
- 5.12 Bicycles may not be chained to pillars or left on communal property.
- 5.13 Vehicles have to be driven in such a way that noise is limited to a minimum. The use of hooters in front of the main gate as well as inside the complex is strictly forbidden. The "revving" of motor engines are also not allowed.
- 5.14 Municipal traffic rules are applicable inside the complex and will be enforced.
- 5.15 The speed limit is 20km/hour. Any person who disregards the speed limit will be fined or refused future access to the complex. **There are children living in the complex!**

6. DAMAGES OR CHANGES TO COMMUNAL PROPERTY

- 6.1 An owner or tenant of a residential unit may not make any structural or other changes to any part of the communal area, or paint the front of their residential unit or make marks on any part of the communal property, without the written consent of the Trustees as well as the Municipality. Owners/tenants are also not allowed to put nails or screws into communal property, or to change it in any other way. The reason for this rule is to keep the aesthetic, uniform appearance of residential units in tact.
- 6.2 An owner may, however, install a security gate, additional lock, burglar bars or other safety measure for the protection of his/her unit, as long as Trustees are notified of these measures in writing, and has given written consent for the owner to go ahead with installation of these security measures.
- 6.3 The design, nature, and way of installing above mentioned security measures first has to be approved by the Trustees.
- 6.4 Any installations as described above may only be installed inside the residential unit. Only security gates and alarms may be installed on outside walls.
- 6.5 If a owner/tenant wants to install a TV antenna or DSTV dish, they must follow the procedure of obtaining written permission from the Trustees beforehand. **TV-antennas and/or a DSTV dish may only be installed at the back of a residential unit.**
- 6.6 No noticeboards, plant- or other holders, plants, shrubs, trees, grass, flowers or any other functional or ornamental objects in or around the buildings may be removed or damaged in any way.

7. OUTSIDE APPEARANCE

- 7.1 Pots and plants that are placed in front of a residential unit, should always be kept neat and tidy by the owner/tenant who placed it there.
- 7.2 If trees or plants that were planted by owners or tenants cause damages to the buildings or the road surface, the owner will be responsible for the cost of repairing the damages.
- 7.3 The owner or tenant of a residential unit may not do or place something on any part of the communal property, including the gardens, that is deemed inappropriate or unsightly.

- 7.4 No braai units or outside cooking devices may be permanently left outside at the front of a residential unit.
- 7.5 No ball or cricket games, or battery driven toys will be allowed in the streets of the complex.
- 7.6 No stones or solid objects may be thrown in the communal areas.
- 7.7 No bicycles may be left on the lawns or in communal areas.
- 7.8 No claim may be made against any resident or visitor for toys, bicycles or any other object that is driven over by a car in the streets of Millwood Mews.
- 7.9 No roller skates, roller blades, skateboards or bicycles may be used in the parking areas, streets, or communal areas.
- 7.10 Any damages to vehicles as a result of the use of rollerblades, bicycles, etc. will be the responsibility of the parent whose child(ren) was/were responsible for the damage.
- 7.11 No fireworks are allowed in Millwood Mews.
- 7.12 Children are not allowed to play with or near the watermill or security gate.
- 7.13 Braaiing is not permitted on the tar surfaces of the communal area or on communal lawns.
- 7.14 If trees are to be planted in front of a residential unit the Trustees must give written permission. No intruder plants or trees with surface root systems that could cause damages to the structure of buildings and/or tar surfaces will be allowed.
- 7.15 Broken windows should be replaced immediately – no wooden planks that cover broken windows will be allowed.
- 7.16 Any damages that may be caused by an owner, tenant or guest, will be the responsibility of the owner concerned.
- 7.17 The cleaning of the residential units' gutters is the responsibility of each individual unit's owner and should be done annually.

8. **VANDALISM**

- 8.1 Vandalism is considered to be a criminal offence and it will therefore be treated as such. Any resident that causes damages to the complex or the property of fellow residents will be held responsible for the repair or replacement of property, and will also be subject to criminal prosecution.

9 **SIGNS AND NOTICE BOARDS**

- 9.1 No owner or tenant of a residential unit may put up any sign, notice board, notice or advertisement of any nature, unless written permission is obtained from the Trustees.

10. **GARDEN**

- 10.1 Parents should see to it that their children do not play in the gardens and/or damage trees or shrubs in the complex.
- 10.2 All owners should ensure that their gardens are well-kept and always appear neat and tidy. If a residential unit is being rented, the tenant(s) should ensure that the garden is kept tidy.

11. **WASHING**

- 11.1 An owner or tenant of a residential unit may not hang any washing, clothing or any other items from any part of the building or in communal property.
- 11.2 Washing may only be hung in the back garden of residential units out of sight from neighbouring residential units.
- 11.3 No washing or clothing may be hung from a window or door, whether it be at the front or back of a residential unit, even if only for a short period.

12. **CHILDREN / MINORS**

- 12.1 Children may not play in parking areas or where vehicles are moving past or are parked.
- 12.2 It is the responsibility of the parents or owner/tenant where children are living or visiting to ensure that children obey the rules in the complex and that they do not make a noise during quiet times.
- 12.3 The Trustees cannot be held responsible for any injuries that may be the result of children playing in the **STREET**, at the **WATER MILL**, the **SECURITY GATE** or any other part of the communal area.

13. **QUIET TIMES**

- 13.1 The following times will be considered quiet times:
Mondays to Thursdays between 22h00 and 08h00
Fridays between 24h00 and 08h00
Saturdays between 24h00 and 08h00
Sundays between 22h00 and 08h00,
as well as between 14h00 and 16h00
- 13.2 During quiet times all owners, tenants, children as well as guests must restrict noise to an absolute minimum, be it when facilities are being used or noise that is coming from residential units.
- 13.3 Please note that at times outside quiet times it does not mean that every resident can make as much noise as he/she wants, only that everyone can continue with normal working, sport or leisure activities. Anyone who plays music too loud etc. outside quiet times, can thus still be fined for disturbing the peace.
- 13.4 Owners/tenants have to at all times ensure that his/her residential unit is used in a way that is not detrimental to other owners/tenants, that no misconduct takes place, and that the reputation of the complex is not adversely affected.
- 13.5 Television sets, radios and musical instruments must be used in such a way that it does not cause a disturbance to other residents, i.e. it must not be audible in neighbouring residential units.

14. **STORING OF HARMFUL AND/OR FLAMMABLE MATERIAL AND DANGEROUS BEHAVIOUR**

- 14.1 An owner may not store any dangerous material or behave in a dangerous manner which would cause a raise in the the premium of the complex insurance policy payable by the Home Owners' Association.
- 14.2 If such a situation does occur, the owner will be held responsible for any damages caused as such.
- 14.3 No dangerous conduct by an owner or tenant will be allowed.

15. **PEST CONTROL**

- 15.1 Every owner and tenant have to keep his/her residential unit free from cockroaches, silverfish, rats, mice, white ants, boring insects and other insects which destroy wood or cause damage inside the residential unit.
- 15.2 Any Trustee, properly authorised agent or workers should be allowed to inspect the inside of a residential unit at any time and would also be allowed to take steps to eradicate any pests if it was deemed necessary.
- 15.3 The cost of such an inspection, destroying any found pests, and the replacement of wood or any other material in the residential unit that was destroyed by pests, will have to be covered by the owner of the residential unit in question.

16. RENTAL OF RESIDENTIAL UNITS

- 16.1 All tenants of residential units as well as any person to whom the right of occupation of a unit has been granted, will have to obey these rules, no matter what conditions have been set in any other document or agreement that formed part of a rental agreement or agreement to grant someone occupational rights.
- 16.2 It is every owner's responsibility to ensure that tenants are informed about the rules of Millwood Mews and that the rules will be obeyed.
- 16.3 Owners should ensure that the Trustees and administrative officer is supplied with the all relevant information about tenants at all times when a residential unit is being leased. Within seven (7) days of the signing of a rental contract, the owner of a residential unit must supply the Trustees and administrative officer with the following information:
- (a) **The ID number, full name(s) address and telephone numbers of the tenants or other residents.**
 - (b) **The time period (duration) of the rental contract.**
 - (c) **The number of persons who will be living in the residential unit.**
- 16.4 Owners will be held responsible if tenants disobey the complex rules, and will have to ensure themselves against claims following from tenants disobeying the rules.
- 16.5 In cases where tenants have disobeyed the rules, all complaints, warnings and fines will be sent to the owner responsible.
- 16.6 Please note that it is illegal to sublet a residential unit. Any person living in the complex should either be the owner of the residential unit, or has to be in possession of a legal rental contract issued by a registered letting agent.

17. SECURITY

- 17.1 **The safety and security of the residents are deemed as the highest priority of the Trustees.** Owners and tenants may only open the security gate for their own visitors, and only after they have been properly identified.
- 17.2 No owner/tenant or their domestic worker may open the security gate for any other resident's visitors.
- 17.3 No resident is allowed to open the gate for any waiting person(s) in the street when entering or leaving the complex. Only the visitor(s)'s host may open the gate for them.
- 17.4 Owners and tenants have to wait at the security gate until it has closed again before driving on.
- 17.5 Domestic workers and/or contractors working in the complex may not at any time be a nuisance to any other resident. Any problem has to be reported to the Trustees immediately. Access to the complex for domestic workers and/or contractors is the responsibility of the owner/tenant employing the person(s).
- 17.6 Lost keys has to be reported to the Trustees immediately.
- 17.7 All persons entering Millwood Mews complex do so at their own risk. No person would be able to make any claim against the Home Owners Association.

18. SECURITY GATE AND SAFETY

- 18.1 Any person who is caught tampering with the functioning of the security gate of the **Millwood Mews Security Gate or alarm system** will be fined **R2500.00** on the spot or handed over if the fine is not paid immediately.
- 18.2 No children may hang on to the security gate or play within 5 metres of the gate entrance.

- 18.3 The use of hooters at the gate entrance as well as inside the complex is strictly forbidden and will not be tolerated.

19. **DISOBEYING OF RULES**

- 19.1 The Trustees may act according to their sole discretion against owners who do not obey these rules or who allow their tenants to disobey these rules.
- 19.2 For more serious offences, such as theft or vandalism, the discretion of the Trustees will be used in deciding on the appropriate steps to be taken against the offender(s).
- 19.3 The Trustees would be justified to lay civil or criminal charges against owners if these rules are disobeyed.
- 19.4 Any sanction laid against an owner by the Trustees, will be additional to any real damages that may be claimed from an owner as a result of disobeying these rules.

20. **COMPLAINTS PROCEDURES AND FINES**

- 20.1 Any complaint about the disobeying of these rules may be given to the Trustees in written form only by an owner and/or rightfully appointed representative of the owner. Such a complaint must also be accompanied by a written substantiation of the complaint by a co-owner or his/her representative.
- 20.2 Any complaint that is made to the Chairperson and/or Trustees will be treated as confidential.
- 20.3 The Trustees will investigate the complaint, and the party who has allegedly disobeyed the rules will have a chance to defend him-/herself. If the Trustees find the case to be valid, they will act as follows:
- (a) On receiving the first complaint a written warning will be sent to the offender. On receiving a second complaint, the Trustees will be within their rights to act according to their own discretion and to fine the offender to the amount of **R150.00**. The owner/offender may make a written appeal against such a fine, but the decision of the trustees after thorough consideration will be binding.
 - (c) Any further complaints will be subject to an administration fee of R500 per complaint.
 - (d) These fines may be reviewed on a yearly basis.
- 20.4 In the case of security-related fines such as discussed in 18.1, offenders will NOT be warned first before being fined. These fines will also be immediately payable by the offender(s).
- 20.5 All owners are obliged to explicitly inform their tenants of the rules as well as above mentioned stipulations in any rental contract that may be signed between an owner and tenant from time to time.
- 20.6 All penalty clauses may be changed by the Trustees at a Trustee meeting by means of a majority vote.

21. **EMPLOYEES**

- 21.1 Employee(s) employed by the complex report directly to the caretaker. The caretaker is responsible for overseeing the work of the employees and for allocating tasks to (the) employee(s). **NO** resident may give employees of the complex any tasks to do. Suggestions with regards the tasks of employees may be given to the caretaker for consideration.

22. **GOOD FAITH**

- 22.2 Any situation that may arise which would threaten the well being of owners, tenants, their belongings or the complex as a whole, should be reported to the trustees immediately.
- 22.3 The Trustees of Millwood Mews, as appointed on a yearly basis by home owners at the Annual General Meeting, look after the owners' interests. Services are rendered without financial gain and the Trustees are exempt from any possible claims against them


22. LEVIES

- 22.1 All levies, fees or contributions payable to the Home Owners Association has to be paid punctually in advance on a monthly basis to the administrative officer before the 7th of each month. 2% interest per month will be charged on amounts that are 60 days or more overdue.
- 22.2 It is the duty of each owner, as a member of the Home Owners Association, to pay the monthly levy in advance. If the owner neglects to pay and is more than 60 days behind in payment, legal action will be taken.
- 22.3 All legal costs incurred by the collection of debts will be for the cost of the owner.

23 BINDING NATURE

The stipulations of these rules are of a binding nature and applicable to every tenant and owner with regards the use and residency of Millwood Mews and the communal property. It is the duty of external owners to ensure that the rules are obeyed by his/her tenant(s), as well as employees, visitors, friends, guests and family.


It is impossible to summarise all the rules and regulations in the rules of Millwood Mews. Events may therefore occur which are not covered by the rules. In such cases the Trustees will use consider each case based on merit and will use their discretion in reaching a final decision about how the specific violation will be handled in future. If any resident of Millwood Mews is unsure about the rules, the Trustees may be asked for an explanation.



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