RULES OF ELISENHEIM OWNERS ASSOCIATION
AMENDED SEPTEMBER 27, 2019
(Please note that all interpretations, additions, modifications, amendments or repeals of the rules are indicated in bold, black, and cursive font)

1. INTRODUCTION:

1.1. ELISENHEIM Township has been established to provide comfortable and a secure living environment and lifestyle for its owners and residents. To protect and enhance this investment, Estate Rules have been established in terms of the Constitution of the ASSOCIATION. The intention of the DEVELOPER and the ASSOCIATION with these rules is that of protecting and enhancing the lifestyle and the unique natural environment of the Township. They are binding on all registered owners of units or erven and all persons resident at or visiting ELISENHEIM Township, and shall be administered by the Trustees. The registered owners of erven or units are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of, and abide by the Rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees. The Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Rules in the hands of the general body of members of the ELISENHEIM OWNERS ASSOCIATION.

1.2. The prime objective of the Rules is to preserve and enhance the security, aesthetics and environment at ELISENHEIM. In choosing to own a property or to live or work in ELISENHEIM as owner or a resident will enjoy all the benefits of communal living, such as security and access to shared facilities. However, communal living inevitably brings responsibilities along with its benefits. Levies must be paid and rules must be obeyed in order to ensure the smooth running of the community for the benefit of all concerned.

1.3. The Rules have been established in terms of the Constitution. Should any rule contained herein conflict with any provision of the Constitution, the order of preference shall be that the Constitution shall prevail over the Rules.

1.4. The decision of the Trustees is final and binding in respect of the interpretation of the Rules. The Rules are subject to change from time to time.

1.5. No party and/or owner and/or resident shall have any claim of whatsoever nature for damages against the ELISENHEIM OWNERS ASSOCIATION as a result of a decision taken by the ASSOCIATION regarding the interpretation of the Rules.

2. DEFINITIONS AND INTERPRETATION:

2.1. In these Rules, the followings words and/or expressions shall have the following meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

2.1.1 ASSOCIATION: The ELISENHEIM OWNERS ASSOCIATION.

2.1.2 Common Property: The Common Property to be managed and controlled by the ASSOCIATION as defined in the Constitution of the ASSOCIATION.

2.1.3 DEVELOPER: the ELISENHEIM PROPERTY DEVELOPMENT COMPANY (PTY) LTD.

2.1.4 OA: OWNERS ASSOCIATION.

2.1.5 Member: A Member of the OA.

2.1.6 ELISENHEIM Township: The Township to be established and known as ELISENHEIM and all extensions and/or future development thereof.

2.1.7 Rules: The Rules set out hereunder.

2.1.8 Trustees: The Trustees for the time being of the OA.

2.1.9 Vehicle: Any form of conveyance, whether self- propelled, or drawn by machine, animal, human or any other means.

2.1.10 DRC: Design Review Committee.

2.1.11 The singular shall include the plural and vice versa.

2.2. The male gender shall include the female and neuter genders and vice versa.

2.3. When reference is made to a period of days it shall be a reference to a continuous period including the first day and excluding the last day.

2.4. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise including any tradesmen, are fully aware of these Rules. In the event of any breach of the Rules by the Member, members of his household, employees, tenants, invitees and guests, tradesmen, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

3. ADMINISTRATION:

3.1. FINANCIAL POLICIES:

3.1.1. All levies and other debts payable by members shall be payable as provided for in the Constitution.

INTERPRETATION: - PAYMENT OF LEVIES

1. ***Articles of Association***
    a. ***Article 1.1.24 "Levy" means the levy or levies referred to in Article Six of the Articles of Association.***
    b. ***Article 6.18 A Member or the Member's successor in title shall be liable, as from the date upon which he/she becomes a Member pursuant to the transfer of an Erfor Unit to him/her, to pay the levies attributable to that Erf of Unit with effect from date of transfer.***
    c. ***Levies are determined by taking into account the running cost of the Estate.***
    d. ***The payment of Levies are not optional e.g. in the case of where the Homeowner does not know what the levies are spent on or in the case of any dissatisfaction the Homeowner may have.***
    e. ***The rules of the Estate, embedded in the Articles of Association, also make provision for a specific procedure to be followed when a Homeowner wants to deal with dissatisfaction of any kind. Refusing to pay or withholding a Levy payment is not one if it, neither is it negotiable!***
    f. ***If a member is in default with regard to the payment of a levy or any other debt due to the ASSOCIATION, then the OA shall be entitled to refuse to issue a Clearance Certificate which is required to effect transfer of an Erf or unit or any transfer of an interest or share in and to any corporate entity, such entity being the owner of an Erf or unit.***

3.1.2. The Trustees have the right to fine transgressors where any of the Rules have been broken or infringed upon. Such fines shall form part of the levy and shall become due and payable on the due date of payment of the levy.

3.1.3. In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

3.1.4. The OA reserves the right to publish the name and erf or unit number of Members who have defaulted on their levies.

3.1.5. It is accepted that Members know the rules of the Estate and cannot claim that they were not informed. When a member originally signed his purchase agreement, he specifically noted that he read the Rules of the Estate and agreed to abide by it. In essence the OA do not have to give first or final warnings or fore-warn Members to comply with the rules but in a spirit of goodwill the OA adopted a "First and Final Warning" approach. Members should view all requests for compliance as a first and final warning irrespective of if the words First and Final Warning appears on a request to comply with a rule.

3.2. TENANTS:

The responsibility of enforcing the Rules rests with the Member. Accordingly:

3.2.1 Should a Member let his property, he shall notify the OA in writing, in advance of occupation, the details of the tenant and the period of the lease. The onus is on the Member to inform the tenant of the Rules.

3.2.2 The tenant shall in writing acknowledge that, upon occupation of the leased premises, he and his family, his visitors, contractors and employees shall adhere to all Rules. The tenant is liable for the conduct of the aforementioned.

3.2.3 Where tenants ***(repeal the word – "continuously")*** breach the Rules, the Member shall be held liable and shall be fined on an escalating basis until the tenants comply with the Rules. This clause shall be written into the lease agreement.

3.3. PROPERTY TRANSACTIONS:

IN ADDITION TO THE RULES; - Single residential Erven, not developed yet, may not be sold to another party, other than the EPDC who is the Developer. The owner of the Erf shall sell the Erf back to the EPDC who will pay the owner the original purchase price.
Members adjacent to Public Open Spaces may not buy a portion of the Public Open Space from the City of Windhoek.

3.3.1. Only an estate or property agent accredited by the OA or after the development period the DEVELOPER, may be employed in the sale or letting of any property at ELISENHEIM, which accreditation may be withdrawn by the OA in its discretion.

3.3.2. Accredited agents must operate on a "by appointment" basis. They may not erect any "For Sale" or "Show House" or "Sold" boards or any other signage boards whatsoever, and they must personally accompany prospective buyers or tenants onto the property.

3.3.3. An estate agent is accredited after signing an agreement with the OA to the effect that such agent shall abide by the stipulated procedures applicable to the sale and/or lease of the property on the Estate, and after having been inducted in respect of the concepts, rules and conditions under which a purchaser and/or tenant acquires and/or leases the property in ELISENHEIM. An accredited estate agent will, in particular, make any buyer aware of the Rules, architectural and development guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership. Any document repaired by the agent containing an offer of sale or an offer to purchase must include such clauses as the OA may require from time to time to ensure compliance with the matters envisaged herein and shall conform with the approved standard Deed of Sale which shall be submitted to the OA for their approval.

3.3.4. The accredited agent and the Member shall ensure that the purchaser and/or tenant is informed of and receives a copy of the Owners ASSOCIATION Constitution and the Rules. Before access is permitted, the resident shall sign for receipt of the Constitution and the Rules.

3.3.5. If a member is in default as regards payment of a levy or any other debt due to the ASSOCIATION, then the OA shall be entitled to refuse to issue a Clearance Certificate which is required to effect transfer of an erf or unit or any transfer of an interest or share in and to any corporate entity, such entity being the owner of an erf or unit.

3.3.6. CONDITIONS OF TITLE:

The seller is obliged to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the purchaser takes title to the property:

3.3.6.1 “Every owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a Member of the OA and be subject to its Constitution, until he ceases to be an owner as aforesaid.

Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the OA to become a Member of the OA.”

3.3.6.2 “The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the OA which certifies that conditions of title as well as the provisions of the Constitution of the OA have been complied with.

3.3.6.3 In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, the purchaser hereby agrees to such amendment.

3.3.7. Where the Member himself sells or lets his property, the provisions of this Clause 3.3 will still apply to the owner.

3.3.8. Members or their agents are required to give the OA prior notice of any tenants or guests who are to occupy the Member’s property in the absence of the Member. This shall be done in writing or by telephoning the office of the OA and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants shall be obliged to register at the offices of the OA within 1 (one) day of arrival; provide a photocopy of their ID

for security reasons; and to sign a declaration that they are acquainted with the Rules and Constitution of the OA and agree to abide by them.

4. SECURITY:

IN ADDITION TO THE <u>ESTATE SECURITY SERVICES</u>

- ***i. Estate Security is contracted for the following services only:***
  - ***a. To do access monitoring and control for the general safety of the entire Estate.***
  - ***b. To provide perimeter fence control for the entire perimeter fence.***
  - ***c. To assist the Office of the Estate Manager with the enforcement of the rules for the benefit of the entire Estate.***
- ***ii. The security services are NOT contracted to safeguard the property of individual homeowners, and or their Building Contractors. If a Resident whishes the Security Services to provide this service, the Resident shall have to enter into a separate response alarm contract or for the placement of a private guard at your property/building site, with the Security Services themselves.***
- ***iii. Residents shall refrain from giving any instructions to the Security men on duty but rather direct your requests to the Estate Manager to determine the validity of such instruction.***
  - ***a. Security Supervisor Number is 081 308 9959***
  - ***b. Security Gate Number is 081 308 9959***

4.1. Security guards shall not, under any circumstances, be abused.

4.2. Security protocol at the gate houses shall be adhered to at all times. Under no circumstances shall residents or any person other than security personnel, Trustees or management of OA be allowed into the gate.

4.3. The ID card system for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member with respect to people in his employ.

4.4. All residents must request visitors to adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner. ***Addition; - All visitors shall enter the correct address they visit into the register at the security gate when they enter the Estate.***

4.5. Members must ensure that contractors in their employ adhere specifically to the security stipulations of the Contractors Registration Form.

4.6. Security related incidents must be reported to a member of the security staff, security manager or Estate Manager of the OA immediately.

4.7. Except for the Estate Manager or his appointed representative, no other person/security officer shall authorise a deviation from the Rules in respect of access and egress to and from the property and movement on the Estate.

4.8. Should Members purchase burglar alarm systems for their properties, they must be compatible with the electronics of the Township security system (if any) as the alarm is to be linked to the OA security. Monitoring of the system will only be done by a service provider approved of by the OA.

4.9. ***Repeal; - No external audible alarms shall be installed.*** All alarm systems must be approved by the Security Manager prior to installation. All systems must be compatible with the OA security system.

4.10. Repeal; - No property shall be secured with any externally added security or fencing during or after the construction period without the written permission of the OA.

Amend; - Externally added security or fencing may only be erected on the side and back boundaries of properties. NOT IN FRONT OF HOUSES. All fencing must be approved of by the OA prior to the erection thereof and must be in accordance with the Architectural and Town Planning Guidelines.

4.11. Members on the perimeter wall are responsible for keeping any overgrowth at least 500 mm clear of the barrier.

4.12. No Member may issue instructions to security personnel.

5. ARCHITECTURAL GUIDELINES:

The Architectural and Town Planning Guidelines as determined by the Trustees from time to time are applicable and shall prevail over any additional clauses hereunder.

5.1. GENERAL:

Building according to approved standards obviates the necessity of making costly changes at a later stage.

5.1.1. All building plans shall be in accordance with the architectural and township guidelines applicable to ELISENHEIM and shall be approved by the Design Review Committee (DRC) before the commencement of any building work. This requirement is also applicable to any additions and alterations to existing structures and dwellings.

5.1.2. Building lines shall not be relaxed without prior consent of the Trustees of the OA.

5.1.3. No subdivision of any property shall be allowed without the prior written consent of the trustees of the OA.

5.1.4. No property may be let or utilised for the purpose of a commune.

5.2. PLANS:

5.2.1. Draft plans may be submitted prior to the submission of detailed working drawings.

5.2.2. Three A1 paper copies of detailed working drawings, coloured to the ASSOCIATION Specifications, incorporating a site development plan, together with the applicable fees, are to be submitted to the DRC for approval prior to being submitted to the Local Authority and/or the ASSOCIATION for approval.

5.2.3. A plan scrutiny fee is payable to the OA on behalf of the DRC on submission of plans. A contractor’s deposit shall be payable immediately when a contractor is appointed.

5.2.4. One black and white copy of the approved plan, with street elevation shall be retained by the OA.

5.2.5. Aesthetic approval shall be given on the normal submission plans prior to them being lodged with the Local Authority or the ASSOCIATION for building regulations approval.

5.2.6. Where house designs and details are found to be insensitive towards the environment and the character of the Township, the Member may be requested to alter such designs or requested to make use of another suitably qualified architect.

5.2.7. Construction shall be completed within 2 (two) years of date of registration of transfer and be completed in any event within 9 (nine) months from commencement date of foundations being laid, failing which the Member shall be fined on a monthly basis.

5.2.8. Where buildings or alterations have not commenced within 1 (one) year of date of approval of the plans by the DRC such initial approval shall lapse, and the plans shall be resubmitted for re-approval by the DRC.

5.2.9. Design and layout of the entire stand shall be considered from the outset. Special consideration shall be given to existing natural features on site, i.e. existing flora and topography.

5.2.10. Site plans are required for all swimming pools. Special attention shall be given to privacy, water drainage, positioning of pool pump and safety fencing. Approval shall be required for pool encroachments over building lines.

5.2.11. Man-made outdoor elements shall be indicated on plan and handed to the OA for scrutiny. Outdoor elements shall compliment the design of the buildings. Privacy and aesthetics shall be considered when evaluating the above.

5.3. ARCHITECTURAL REQUIREMENTS:

5.3.1. All building activities shall be subject to the Architectural and Town Planning Design Manual and Guidelines provided for in the Constitution.

5.3.2. Elevational treatment of all buildings shall conform to acceptable architectural standards and not interfere with or detract from the general aesthetic appearance of the neighbourhood.

5.3.3. Special aesthetic consideration shall be given to the design of parapets, fascias, copings, eaves, roof trim, guttering and roofing materials in general as well as the design and layout of paving.

5.3.4. No solar panels, air conditioners or geysers may be visible from the street. Screening shall be done architecturally.

5.3.5. Outbuildings and additions shall match original design and style, both in elevation consideration as well as materials and finish.

5.3.6. Yard and screen walls and boundary walls shall match the basic materials of the buildings and be in accordance with the Architectural and Town Planning Design Manual.

5.3.7. The height of residential dwelling units shall not exceed the prescribed height. The impact of a second storey on:

5.3.7.1. the right to privacy of adjacent property owners; and

5.3.7.2. the views from adjacent residences or owners of erven will be considered when plan approvals are requested.

5.3.8. All fencing is to be approved by the DRC prior to erection or installation.

5.3.9. The treatment of sidewalks is considered to be of paramount importance as they have a direct influence on the aesthetic quality of the neighbourhood. The diverse nature of neighbourhoods should give rise to a varied treatment of street boundaries. To create a degree of visual integrity, street boundary walling designs shall be strictly controlled.

5.3.10. Lean-tos and temporary carports are not permitted. Carports are to be designed to form an integral part of any design.

5.3.11. The position, size and placing of TV antennae and satellite dishes must not be unsightly.

5.3.12. No Wendy houses or tool sheds may be erected in such a way that it is visible from the street.

5.4. APPROVAL OF PLANS:

5.4.1. Perspective views and photographs may be requested for final approval.

5.4.2. Notwithstanding the fact that the building plans may comply with all the above and with any regulations and rules prescribed by the Local Authority, the approval or rejection of such plans shall be at the sole discretion of the DRC, based on aesthetics, which approval shall not be withheld unreasonably.

5.4.3. Nothing in the Rules shall be construed as permitting the contravention of the Conditions of Title to any erf or unit or any by-laws or regulations of the Local Authority or any other competent authority.

5.4.4. The OA reserves the right to prevent Members and/or their contractors from commencing construction without prior approval from both the OA and the Local Authority or any other competent authority.

5.4.5. Should any deviation be contemplated or become necessary after plan approval, the DRC is to be notified forthwith and deviation plans, clearly setting out the nature of the deviation, shall be submitted for approval prior to the deviation being constructed.

5.4.6. Upon completion of all construction and prior to the release of deposits, the Member shall complete the necessary forms and arrange for a final inspection of the site. After the inspection the OA will deliver to the Member a copy of the duly issued certificate of completion from the OA for submission to the Local Authority.

5.5. CONDITIONS WITH REGARD TO HOME OFFICES:

5.5.1. No business shall be conducted from a residential property without the written consent of the OA. All Members and/or tenants wishing to conduct businesses from home shall complete the standard OA form for such approval. Such business operations shall adhere to the criteria and conditions as specified by the OA and to local Municipal or Local Authority related by- laws and regulations.

5.5.2. The home offices shall not exceed 60 (sixty) square meters in total.

5.5.3. Only the resident and two assistants may work from the home office. The home office shall at all times accommodate on the premises the vehicles of both workers and visitors. No parking shall be allowed on the pavements.

5.5.4. No business signage may be displayed whatsoever. If the display of an advertising board in respect of a commercial activity is required by statute or any professional body, then such display shall only be done after written approval has been obtained from the OA.

5.5.5. A special levy, as determined by the Trustees from time to time, shall be payable in respect of home offices.

5.6. SPECIAL DESIGN CRITERIA FOR STANDS:

5.6.1. The position of boundary walls shall be determined in consultation with the DRC.

5.7. Once construction has commenced it shall be completed within 9 (nine) months of the commencement date, failing which the approved penalty by the Board of Trustees will be imposed by the OA unless an extension of time has been allowed by the OA in writing. Such penalty shall be added to the levies payable.

5.8. In terms of the Rules, no building may be occupied unless all work is complete or a Temporary Completion Certificate, valid for 3 (three) months has been obtained. Completion of work shall include painting, driveway and the complete installation of plumbing, electrical fittings and all items as per the approved plans.

5.9. Plans must be provided for all swimming pools.

5.10. No portable pools are permitted.

5.10.1. Swimming pool backwash must be connected to the sewer system and not to storm water draining pipes or discharged directly onto the roadways.

5.11. No boreholes may be drilled on any Erf.

IN ADDITION TO THE RULES: INTERPRETATIONS AND AMENDMENTS: - REQUIREMENTS APPLICABLE TO BUILDING AND DESIGN MATTERS

You will find all your answers related to building issues in the Building Design Manual on the website: www.elisenheim.com

- ***i. The natural flow of storm water over your property may not be disturbed.***
  - ***a. Should the owner build or make his garden over the natural storm water course or deviate such course over the property, the uninterrupted flow of the storm water shall be restored or re channeled!***
- ***ii. Plans must be submitted to the EPDC (The Elisenheim Property Development Company) for DRC approval before it is lodged at the City of Windhoek for Municipal Final Approval for the following:***
  - ***a. All new builds i.e. a comprehensive set of Architectural Plans for the proposed house.***
  - ***b. All extensions and alterations to existing houses including swimming pools, outside braai areas, lapas, boundary walls, carports, garage extensions, the creation of a second driveway with associated gate, electrical equipment. TV antennas and satellite dishes etc***
  - ***c. Hard landscaping plans that involve structural work i.e., retaining walls, water features, paving etc.***
  - ***d. Closing up of balconies at General Residential Units, outside braai areas and lapas on ground floor units: Please note that the Trustees of the Body Corporate shall first ensure that it is visually complimenting the building as a whole and that all units shall be following the same plans to ensure uniformity of "look" from the outside.***

iii. ***Plans must be provided for swimming pools and shall be approved by the Municipality.***
   a. ***Back wash water must be discharged into the Municipal sewer system.***

iv. ***No permanent vehicle access ramps may be constructed on places other than the ramps provided for vehicles at homes as per the original Town Planning provisions.***

v. ***Surface walls facing the neighbors as well as the streets shall be properly finished i.e. plastered or "bagged" and painted at least one coat contractor's PVA paint.***
   a. ***If you and your neighbor share the cost of the wall, the wall may . . .***
      i. ***Be built either on/within your or the neighbor's Erf boundary.***
      ii. ***Or you may decide to build the wall in the middle of the two Erf boundaries: - but then the two owners must provide the CoW with two letters giving each other consent to do that.***
   b. ***If you pay for the wall alone, the wall shall be built on/within your Erf boundary.***
   c. ***If you pay for the wall alone, the wall facing your neighbor shall be bagged or plastered and painted at least one coat contractor's PVA paint.***

vi. ***Precast walls are not allowed.***

vii. ***Construction of a fire place/braai's inside and or outside a house shall comply with the Standard Building Regulations and safety requirements prescribed by the CoW. Approved Municipal plans are a pre requisite.***

viii. ***Carports shall be left open: if a carport is to be enclosed, Approved Municipal plans and authority is needed.***

ix. ***General requirements for all building operations:***
   a. ***It is preferred (not compulsory) that each building site shall have a "Client Board" placed in front of the Erf. The specifications for this notice board are available from the EPDC. The minimum information on this board shall include the following:***
      i. ***Name of Homeowner, Erf Number, Name and telephone number of the Building Contractor/s and Engineer.***

<u>ENVIRONMENTAL MANAGEMENT COMPLIANCE / GENERAL REQUEST FOR COMPLIANCE</u>
CIRCULAR 15: AUG 15, 2015 / AMENDED AUG 2017 / FEB 2018
<u>SPECIFIC REQUEST (FIRST AND FINAL WARNING) FOR COMPLIANCE</u>

To: Homeowners, Developers, Contractors and Sub Contractors

The Elisenheim Estate is a Lifestyle Estate for people who want the experience of neighborhood living in the countryside; this is only possible if all Homeowners diligently adhere to the rules governing this Lifestyle!

Everyone else who is not an owner at Elisenheim is a guest of the Estate and should likewise adhere to the rules governing the sustainability of the Lifestyle.

Homeowners, Developers, Contractors and Sub Contractors are individually and collectively responsible for the overall implementation of the Environmental Management Plan.

Homeowners and Developers are responsible to give a copy of the EMP to their Contractors and Contractors should inform their Sub Contractors of the contents thereof and ensure that they adhere to these rules.

<u>The first and final warning!</u> This is the first and final warning to all parties concerned to follow the rules described herein. The Homeowner and his Building Contractor will NOT be forewarned of site inspections, neither will you be given a first warning at the time of inspections. It is accepted that you, with the presentation of this document, are aware of the rules and that you will at all times follow the rules.

Please instruct your Building Contractor to clean up your site and follow the instructions herein for the entire duration of the building process!

The Rules Regarding Building Contractor Activity (Article 7 of the Articles of Association) is embedded in the Rules of the Estate and is legally binding upon all Homeowners and their Building and Sub-Contractors. This document empowers the

Office of the Estate Manager to enforce the rules. The comprehensive document is on our website: www.elisenheim.com Go to Downloads and you will find the document there.

MANAGEMENT REQUIREMENTS FOR CONSTRUCTION AND OPERATIONS

LEGAL STATUS: (Section 7 of the Rules) The Office of the Estate Manager has the right to impose a fine, suspend any building activity in contravention of any of the rules and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.

i. ***Unless otherwise agreed by the ELISENHEIM OWNERS ASSOCIATION contractor activity is limited to the following times:***
    a. ***06h00 – 18h00 Normal weekdays***
    b. ***06h30 – 13h00 Saturdays***
    c. ***Work on Public Holidays is not allowed. The Office of the Estate Manager does waive this in some cases for example when a Public Holiday falls on a midweek- day to close on the Friday instead to allow for a long weekend for Contractors***
    d. ***The Estate closes annually for building activity from mid December to mid January***
    e. ***Contractor's personnel are not permitted to remain on site between the hours of 18h00 and 06h00***
ii. ***Roads should not be used for the storing of building materials of any kind***
iii. ***Building material should be organized neatly and kept that way for the entire duration of the building process***
iv. ***Building material shall, as far as possible, be off loaded and stored within the boundaries of the building site; NOT ON THE STREET! The EPDC is mindful of the fact that the street fronts of Erven are a mere 15m wide and storing of materials within the erven may in some cases be difficult.***
v. ***The Contractor's site shall be kept clean at all times as prescribed. If the contractor fails to keep the site clean and tidy (within reason), then such a contractor may be fined or prohibited from continuing the building activities until such a time as the site is properly cleaned.***
vi. ***Materials offloaded by a supplier that encroach onto the sidewalk or roadway shall be moved IMMEDIATELY onto the site. Material and/or rubble must not be allowed to remain on the roadway or sidewalk and it is the contractor's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations***
vii. ***NB! Sand, stone or rubble washed or moved onto the road during daily building operations SHALL be swept back neatly onto the Erf boundary EACH DAY AT THE END OF THE BUILDING OPERATIONS!***
viii. ***Building rubble and waste should be removed from the site at least on a weekly basis***
ix. ***While the waste is on site it should be contained in a safe and neat way e.g., empty cement bags should be bagged or placed in a drum so that the wind cannot blow it all over the Estate.***
x. ***Only with prior authority of the EPDC or a neighbor, excavated soil should NOT BE DUMPED on other sites or Public Open Spaces. It should be removed on a weekly basis***
xi. ***Water connections should be inspected daily for leaks and NOT LEFT OPEN to spill water***
xii. ***Water taps should NEVER run freely, wasting water***
xiii. ***Make sure that your water is connected to the site you are building upon. WE DO NOT USE ANOTHER SITE'S WATER***
xiv. ***Each site must have a waterborne construction type toilet fitted at the start of the construction period***
xv. ***The contractor should ensure that its workers DO NOT use the site or public open spaces for a toilet***
xvi. ***Temporary storage erected and Containers must comply with the ELISENHEIM OWNERS Association's specifications;***
xvii. ***To be placed as far as possible within the Erf boundaries of the site.***

xviii. *Only with prior authority on the opposite Erf of the site on the sidewalk or on that of the neighbors*
xix. *All temporary structures and containers must be removed immediately after the building is finished, before the EPDC is requested to issue a Completion Certificate. A Completion Certificate will not be issued if any of the rules are not adhered to in its entirety*
xx. *The Member and the contractor shall be responsible for damage to curbs and/or plants on the sidewalks and/or damage to private or EPDC property.*
xxi. *The Member and the contractor shall be responsible for the rehabilitation of Public Open Spaces in all cases that damage was done during the construction phase.*
xxii. *The contractor should familiarise himself with protected tree and shrub species and NOT fell any tree or shrub without prior consultation with the ESTATE MANAGER and authority of the EPDC*
xxiii. *No firewood shall be collected*
xxiv. *No open fires shall be allowed within the construction areas or Public Open Spaces*
xxv. *Vehicles shall not be driven or parked on "no-go" areas i.e. in the street, on Public Open Spaces.*
xxvi. *Traffic rules shall be respected i.e., the speed limit on the Estate is 40km p/h. Stop signsshall be respected etc.*

DUMPING OF HARD AND SOFT BUILDING RUBBLE:

The landfill on the Estate to the left of Phase Two is not a dumping space for waste of any kind. In fact, the entire Estate is not a dumping site!

Please dump your waste in the following way:

i. *Hard building rubble*
    a. *At the farm Elisenheim's dump. Contact Mr. Andreas Werner @ 081 127 9643 for directions*
    b. *At the Eros land fill site in Omuramba Road*
ii. *Soft building rubble e.g., cement bags, plastic or polystyrene, cardboard etc*
    a. *At the Eros land fill site in Omuramba Road*
    b. *At the waste recycle site on the Brakwater Road (Drive over the bridge on the highway at the Weigh Bridge, turn right on the Brakwater Road drive +/- 2km to the waste recycle site on your right)*
iii. *Excavation material*
    a. *At the farm Elisenheim's dump. Contact Mr. Andreas Werner @ 081 127 9643 for directions*
    b. *At the Eros land fill site in Omuramba Road*

<u>RULES WITH REGARD TO THE USE OF, UPKEEP, AESTHETICS AND MAINTENANCE OF BUILDINGS</u>
Elisenheim is a Lifestyle Estate and every effort should be made to follow the rules so that this Lifestyle concept is protected and adhered to.

OCCUPATION OF UNFINISHED HOUSES
i. *Rule 5.8 clearly states that "No building may be occupied unless all work is complete or a Temporary Completion Certificate, valid for 3 (three) months had been obtained. Completion of work shall include painting, interlocking of the driveway, and the installation of plumbing, electrical fittings, and all items as per the approved plans.*
ii. *Residents who need to occupy a house that is not complete should apply for a Temporary Completion Certificate before they move into that house.*
iii. *Residents who had moved in without a Temporary Completion Certificate are requested to immediately apply for one giving the Estate Manager the following information:*

a. ***Present the Estate Manager with a Completion Certificate for your house received from the City of Windhoek.***
b. ***What are the reasons for your occupation of the unfinished house?***
c. ***What are the reasons for your house not being completed?***
d. ***An undertaking and presentation of a time line to finish your house not exceeding three months.***
e. ***To supply proof that the necessary funds are available to finish the agreed upon work.***

iv. If the Resident did not finish the house within the grace period received, the EPDC shall serve upon him a notice to vacate the property immediately until the commitment is completed.

6. NATURAL ENVIRONMENT AND COMMUNAL AREAS:

6.1. GENERAL

6.1.1. The ASSOCIATION shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees.

6.1.2. No person shall do anything that detrimentally affects the amenities, flora or fauna of ELISENHEIM, or unreasonably interfere with the use and enjoyment of the Common Property.

6.1.3. No person shall discard any litter or any item of any nature whatsoever in ELISENHEIM, except in receptacles set aside for this purpose by the ASSOCIATION.

6.1.4. No fire shall be lit at ELISENHEIM, except in such places as may be designated for the purpose by the ASSOCIATION or in an approved and a properly constructed fireplace or portable braai.

6.1.5. No person shall do any gardening or landscaping on the Common Property without the express prior written agreement of the ASSOCIATION in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the ASSOCIATION to do so, pick or plant any flowers or plants on the Common Property.

6.1.6. Subject to any Environmental or Planning Law or regulation made in terms of such laws, the ASSOCIATION shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the ASSOCIATION.

6.1.7. No person shall discharge a firearm, air rifle, crossbow or any similar weapons anywhere on ELISENHEIM except in self-defense or publicly display any such weapons.

6.1.8. Hunting is prohibited at ELISENHEIM and the trapping of birds and animals and setting of snares are specifically prohibited.

6.1.9. No rubble or refuse may be stored, dumped or discarded in any public and/or private area.

6.1.10. Owners and their guests are urged to leave any open space visited in a cleaner condition than that in which it was found. Residents must pick up and dispose of any litter encountered in open spaces.

6.1.11. Flora as well as any natural features such as rocks and items of archaeological significance shall not be damaged or removed from any open space.

6.1.12. Fauna of any nature shall not be chased, trapped or harmed in any way.

6.1.13. No animal, bird or reptile may be slaughtered within the Estate.

6.1.14. Residents and owners shall maintain a high standard of garden frontage and pavement maintenance.

6.1.15. Vacant stands must be kept clean on a regular basis to the satisfaction of the OA, failing which, the OA reserves the right to clean the stand at the owner's expense.

6.1.16. Residents and/or owners use of any open space areas is entirely at their own risk at all times. The OA shall not entertain any claims for damages of whatsoever nature or from whatsoever cause arising.

6.1.17. The lighting or letting off of fireworks within the Township is strictly prohibited at all times.

6.1.18. Garden and other floodlights shall be adequately screened so as not to cause discomfort to neighbours.

6.1.19. <u>PRIVATE USE OF RECREATIONAL FACILITIES AT THE DAM</u>

i. The use of this facility is at the sole risk of the resident and his/her family and or guests of the residents be it injury, loss of life or damage to the resident's property.

ii. Residents and guests shall at all times accompany minors and keep them under strict supervision.

iii. Bookings for the facility shall be made at least a week in advance.

iv. Residents shall under all circumstances make a booking to use the facility at the Assistant Estate Manager's number 081 143 9966.

v. Residents without a booking shall be asked to vacate the site immediately until a booking is confirmed.

vi. Users shall clean up before they leave the facility. Waste shall be taken home and disposed thereof at your home.

6.2. GOOD NEIGHBOURLINESS:

6.2.1. Any business activity or hobby which shall cause aggravation or nuisance to fellow residents and/or owners shall not be conducted from any property. This includes auctions, jumble sales and garage sales.

6.2.2. Noise from electronic instruments, partying and the like shall cease at 22h00 and kept at a level so as not to create a nuisance to neighbours.

6.2.3. Mechanical maintenance and the use of power saws, lawn mowers and the like shall only be undertaken between the following hours:

Monday to Saturday 07h30 – 18h00
Sunday None

6.2.4. No gardening by non-residents shall be allowed on Sundays.

6.2.5. Refuse, refuse bins (except on official collection days), garden refuse and refuse bags shall not be placed on the pavement and must be stored out of sight of the road. Garden refuse must be removed on the same day. Where any item of refuse is of such a size or nature thatit cannot be conveniently removed by the refuse removal services provided or arranged by

the ASSOCIATION, the ASSOCIATION may give directions as to the manner in which such refuse must be disposed of.

6.2.6. Members shall ensure that their employees do not loiter within the Township, specifically not at any prominent place such as the gates, road circles, streets etc.

6.2.7. Members must ensure that their children and the children of members of their households, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person or driver at ELISENHEIM. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.

6.2.8. Whenever the ASSOCIATION receives a written complaint from a Member relating to the behaviour of any persons at ELISENHEIM, the ASSOCIATION shall investigate appropriately and take any steps required within the scope of the Rules and the Constitution. The ASSOCIATION is not prevented by this clause from taking action on its own initiative, if evidence of behaviour, which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.

6.2.9. <u>IN ADDITION TO AND INTERPRETATIONS TO GOOD NEIGHBORLINESS</u>
Homeowners will at all time take neighbors into consideration when they are at their homes and or in their Erven. This rule relates to the following: -

- ***i. Shouting matches (domestic disputes) should be kept indoors ..... please.***
- ***ii. Care should be taken that people movement created by social gatherings on the front stoep/porch does not spill over into the street in front of the Erf.***
- ***iii. Ensure that your guests do not leave their empty beer cans/bottles/take away paper bags or boxes onto the street or in front of your house.***
- ***iv. Noise created by social gatherings should be kept at a low level so as not to disturb the neighbors.***
- ***v. If your guests stay late, after 23H00 in the evening, make sure that noise are kept at an absolute minimum.***
- ***vi. Music should at all times be at a sound level that does not disturb the neighbors.***

6.2.10 The following rules for a Homeowner planning a social gathering are:

- ***i. Inform your neighbors before the party that a social gathering is going to take place. Also use the WhatsApp group for this.***
- ***ii. Make sure that your guests do not park in front of the entrances of the neighboring properties.***
- ***iii. Inform your neighbors that all noise will cease after 23H00 in the evening.***
- ***iv. Reassure your neighbors that if the party is going to go beyond 23H00 that you will NOT disturb them.***
- ***v. When your guests leave, greet them quietly and ask them not to blow the vehicles horn!***
- ***vi. Enjoy your party!***

6.2.11 Procedures to follow when noise is <u>TOO LOUD AND OR</u> is keeping on after 23H00: -

- ***i. Ask the neighbor to cease the noise <u>or</u> directly call Xiphos security @ 081 308 9959 to ask the resident causing the noise to stop.***
- ***ii. If the resident is still going on causing noise, call City Police @ 061 – 302 302/081 036 3443 or call thegeneral Police number @1 0111 and report the disturbance.***

6.2.12 The following rules shall prevail and strictly enforced:

- ***i. All visitors shall sign in at the Security Gate and state the Erf number where they visit.***
- ***ii. The vehicle of guests guilty of creating noise and disrupting the peace shall be black listed and not allowed on the Estate in future.***
- ***iii. Noisy guests shall be asked to leave the Estate after the second complaint the same night.***

iv. The owners of homes where tenants do not follow the rules shall get 2 warnings letters which will also be sent to the Homeowner of the leased property.

v. Upon the third transgression, the Homeowner shall receive an instruction to evict the Tenant within 30 days.

vi. Tenants evicted as well as car number plate shall be black listed and denied entrance of the Estate in future.

vii. Security shall be called out to houses where the rules are not followed.

6.2.13 Mechanical maintenance and the use of power tools, lawn mowers and the like shall only be undertaken between the following hours: -

i. Monday to Saturday 07H30 – 18H00

ii. Sunday – NONE

iii. General (NON MECHANICAL e.g. the use of power tools, lawn mowers etc), maintenance and gardening is allowed on Sundays.

6.3. DISPUTE RESOLUTION:

6.3.1. In the event of annoyances or complaints, the parties involved shall attend as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be as follows:

6.3.1.1. written submissions shall be made by the parties involved in the dispute to the Trustees;

6.3.1.2. the Trustees may, in their sole discretion, decide as to whether the Trustees shall arbitrate on the matter or not;

6.3.1.3. in the event that the Trustees are of the view that they are entitled to arbitrate on the matter, the decision of the Trustees shall be final and binding in respect of the resolution of the dispute;

6.3.1.4. in the event that the Trustees are of the view that they are not prepared to arbitrate in the matter, the Trustees may either:

6.3.1.4.1. inform the parties involved that the Trustees are not prepared to arbitrate in the matter and the parties shall resolve the dispute themselves and/or by legal action and/or arbitration;

6.3.1.4.2. the Trustees may refer the matter to an independent arbitrator, in the discretion of the Trustees, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute. The arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

6.3.2. <u>PROTOCOL FOR COMPLAINTS</u>

6.3.2.1. Complaints can only be lodged where residents transgress the Rules or the Articles of Association. Any matter that is a criminal offense or civil matter should be dealt with by the Namibian Police and the courts.

6.3.2.2. The following matters shall be referred directly to the Municipality:

6.3.2.2.1. Blocked sewers and drains @ 061-290 2162 or 290 240

6.3.2.2.2. Water failures @ 061-290 8905

6.3.2.2.3. Faulty street lights @ 061-290 2452 / 3 / 4

6.3.2.2.4. Power failures @ 061-290 2452 / 3 / 4 or 222 658

6.3.2.3. Complaints with regard to disturbing the peace shall be reported to the Security and when the neighbors do not comply, please call City Police @ 061-302 302

6.3.2.4. Traffic violations shall be reported directly to City Police @ 061-302 302

6.3.3. Complaints with regard to Dogs causing a nuisance should FIRST be dealt with between the Resident and the Neighbor. Only after your efforts to solve the issue did not have the desired effect, an official complaint, in writing, can be lodged at the Officeof the Estate Manager Elisenheim via e-mail at elisenheim@eonproperty.com

6.3.4. WhatsApp groups ARE NOT an official complaint channel: all complaints shall have to be communicated in writing to the official e-mail address of the ELISENHEIM OWNERS ASSOCIATION containing the following information:

6.3.4.1. Name and surname of complainant

6.3.4.2. Erf number that you represent

6.3.4.3. Date AND time it occurred

6.3.4.4. Any special information, such as

6.3.4.5. A truthful discussion with the culprit and the result of the discussion without leaving out information

6.3.4.6. Photos

6.3.4.7. Other information

6.4. USE OF THE STREETS:

The streets are for the use of all owners; whether it is on foot, roller skate, bicycle, motor cycle, trucks, delivery vans, busses, cars or the like.

All roads within the Township are public roads and are subject to the relevant road traffic ordinances or by-laws.

In addition to the rules; - The use of four-wheel motorbikes for recreational activities are not allowed within the entire fenced Estate area.

6.4.1. The speed limit is 40 km per hour in the Township.

6.4.2. Save for the above, the road traffic ordinance regarding road and street usage shall apply.

6.4.3. Owners and/or Tenants are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.

6.4.4. Only vehicles duly licensed by a local authority are permitted to drive on the streets of the Township. Parks, pavements are off-limits. Motorbikes are only permitted by prior arrangement and approval by the OA.

6.4.5. Only licensed drivers may operate and drive vehicles within the Township.

6.4.6. The use of vehicles with noisy exhaust systems, save for entering into or exiting from the Township, is prohibited.

6.4.7. Parking in streets and obstructing traffic flow is prohibited.

i. IN ADDITION TO AND INTERPRETATIONS OF TRAFFIC RULES AND RELATED ROAD USE ISSUES - 06/07/2016 // CIRCULAR 42

ii. This notice was prepared on 12/05/2017

iii. NB! Four wheelers – quad bikes are not allowed to be used on the Estate for recreational purposes within the entire fenced area of the Estate.

iv. CHILDREN PLAYING IN THE STREETS / PRIVATE PARKING GARAGES

v. It is of great concern for the safety of our vehicle drivers and children of all ages (I have seen children under the age of five) riding bicycles, rollerblade riding, skate boarding or

just playing in the streets and in the parking garages of General Residential Units without supervision that I address this latest circular to you.

- ***vi. It is the responsibility of parents to supervise their children when they are playing in complexes and/or veering off into the streets.***
- ***vii. Streets are not to be used as a recreational space for children to play or ride in!***
  - ***a. Children should be encouraged to ride their bicycles on the pavements.***
- ***viii. Disrespectful attitudes by children towards elders will not be tolerated!***
- ***ix. Noise created by social gatherings and children playing in the streets or in General Residential units should be kept at a low level so as not to disturb the neighbors.***
- ***x. The parking spaces in General Residential Units are not a bicycle riding or skate boarding track. Residents should discourage their children to ride there to prevent collisions with incoming or outgoing traffic or causing damage to parked cars.***
- ***xi. Any form of ball play in the parking areas of General Residential units are to be discouraged to prevent damage to parked vehicles.***
- ***xii. Please note that the Office of the Estate Manager shall not be held accountable if anyone playing in the streets are hurt or killed! (God forbid!!!)***
- ***xiii. Please be reminded that if it can be proved, the parents will pay for damages their children causes as well as a fine levied by Estate Management.***
- ***xiv. All roads in and around the Elisenheim Estate falls under the jurisdiction of the CoW (City of Windhoek) this means that City Police is responsible for enforcing all traffic laws.***
- ***xv. If you want to report traffic violations please do so to City Police Tel No 061 302 302.***
- ***xvi. The Estate rules makes provision for an Estate fine of N$1000.00 that could be given in special circumstances i.e. <u>where a Homeowner can proof a traffic violation</u>:***
  - ***a. For assistance, inform Security at the gate: - 081 658 3338,***
- ***xvii. The speed limit on the gravel road to and from the Weigh Bridge is 40kph!***
  - ***a. PLEASE only travel 40KPH on that piece of the road so that NO stones can damage other road user's vehicles and windscreens.***
- ***xviii. The speed limit on the tarred road to and from Elisenheim is 60KPH.***
- ***xix. <u>THE SPEED LIMIT IN THE ESTATE IS 40KM PH! FORTY KILOMETERS PER HOUR!</u>***
- ***xx. All STOP streets are marked and vehicles should stop, under all circumstances at Stop streets!***
- ***xxi. Do not stop or park in the middle of a street. . . . . .***
- ***xxii. Parking spaces in front of houses and complexes are Public Open Spaces and any one is free to park there.***
  - ***a. These spaces are not to be used for long term storage of vehicles, caravans, trailers, boats, horse carriages, cattle lorries etc.***
- ***xxiii. The Security Gate had been instructed <u>not to allow</u> any Tow-Inn Vehicle to tow a broken down vehicle for parking onto the Estate.***
- ***xxiv. Sorting out and settling of personal disputes between a homeowners and traffic violators will not be entertained by the Office of the ESTATE MANAGER.***
- ***xxv. Taxis forms an integral part of our transport services to and from the Estate in that Homeowners, their guests and employees are transferred by taxis.***
  - ***a. Taxis are allowed to enter the Estate for a period of ten minutes only and will be searched for if not back in that time frame.***
  - ***b. In all instances, taxis shall give an address where it is going to.***
  - ***c. All regular taxis shall be registered at the office.***
  - ***d. Taxis are boot and car searched upon exit.***

6.5. ENSURING A PLEASING STREETSCAPE:

The participation and contribution of every owner will help create a neat and pleasing streetscape.

6.5.1. Garden fences and/or walls and outbuildings forming part of the streetscape shall be regularly maintained and painted.

6.5.2. The OA has the right to effect repairs at the cost of the Member should it be considered necessary.

6.5.3. Advertising sign boards shall be placed in street or other areas with prior approval of the Trustees. Only accredited agents may erect specific OA approved signage. Building erf boards, as specified by the OA, are only permitted during the construction period.

6.5.4. Washing lines within residential areas must be suitably screened from the street and neighbouring properties. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area designed for such purpose. Washing lines, twirly drys etc. must be below the level of the yard walls.

6.5.5. Building material may only under special circumstances be stored on the pavements. Authorisation in writing must be received in advance from the OA. Building rubble shall be removed regularly.

6.5.6. Planting shall not interfere with pedestrian traffic or obscure the vision of motorists.

6.5.7. Caravans, trailers, boats, equipment, tools, engine and vehicle parts and the like, as well as accommodation for pets, shall be located out of view and screened from the street.

6.6. PETS:

Let your pet not be a bone of contention between you and your neighbours.

RULES OF Elisenheim OWNERS ASSOCIATION WITH REGARD TO PETS
The majority of the Residents of Elisenheim are sensitive towards the wellbeing of their fellow residents by controlling the behavior of their pets; however there are unfortunately a small number of pet owners who just do not take responsibility for the behavior of their animals. While we do understand the sentiments of animal lovers, there should be some common courtesy towards neighbors and your pet should not become the problem of other homeowners!

RULES (Please note that all the Rules and Penalties described in this Circular are validated by one or all of the Acts and Regulations mentioned in the comprehensive Circular that you may find on our website)

6.6.1 DOGS AND CATS

- ***a. All pets shall be registered at the Estate Office.***
- ***b. Residents may ONLY keep two dogs of reasonable size AND two cats on their property without the written permission of the ELISENHEIM OWNERS ASSOCIATION. (A total of four animals)***
- ***c. The enclosure should one hundred percent prevent your pet from straying off your property.***
- ***d. All enclosures shall conform to the Architectural and Town Planning Guidelines and Regulations of the CoW. (You will find these guidelines at the Town Planning Division of the Municipality)***
- ***e. Your dog should NOT be allowed to roam without supervision within the entire perimeter fence area of the Estate and dogs should AT ALL TIMES be on a leash not longer than 1.5 meters in length through which control can be kept and under your personal supervision when taken for its daily exercises.***

- ***f. Taking dogs for a run without a leach, running free outside of your vehicle while you are driving, is not allowed within the entire perimeter fence area of the Estate.***
- ***g. "No person shall allow any dog owned or kept by him to be a source of annoyance or discomfort or to create a disturbance or nuisance to the neighbors or to the neighborhood by constant or excessive barking, howling or whining or to behave in any other manner so as to interfere materially with the ordinary comfort, convenience, piece or quiet of neighbors" (Section 94(1)(z)(af) (5.1)of the Local Authorities Act, Act No. 23 of 1992)***
- ***h. No person shall permit or urge any dog owned or kept by him to attack, worry or terrify any other person or animal.***
- ***i. Should a dog bite another dog, cat or resident when the "victim" of such attack did not provoke the attack; in other words, your dog must have been the aggressor thefollowing rules prevails:***
  - ***i. Actions of self defense where a dog comes into the personal safety area and threatens another person shall not be seen as provocation!***
  - ***ii. The principle here is that if an animal is on a leach it would not be able to come within the personal safety area of any other animal or person causing some form of harm.***
  - ***iii. The severity of the injury i.e. a small bite or a severe bite will not be caused to negate the severity of the incident.***
- ***j. Animal excrement deposited in a public area, should immediately be removed by the pet owner.***
  - ***i. Animal excrement should not be allowed to accumulate in the enclosures on your property and removed <u>every day</u>;***
  - ***ii. Treatment of the affected area should receive regular attention to prevent infestation of parasites as well as that your neighbors are not bothered by foul odors.***
- ***k. Every dog or cat shall wear a collar with a tag indicating the name, telephone number and address of its owner.***
- ***l. Dogs and cats shall be licensed at the CoW as per the Cities' Regulations.***
- ***m. Pets roaming within the entire perimeter fence area of the Estate without supervision will be collected by the S P C A and the home owner shall, in addition of a fine, also pay for the cost involved by the S P C A.***

6.6.2 BIRDS

- ***a. PARROTS AND COCKATOOS<u>:</u> Only one Parrot or one Cockatoo may be kept inside a dwelling in a special cage built for this purpose.***
  - ***i. NB! Parrots or Cockatoos may NOT be kept in cages outside of the dwelling i.e. on front and back porches or on balconies of complexes.***
  - ***ii. Birds shall have to be removed when its noise become a nuisance in the neighborhood.***
- ***b. BUDGIES, SOUTH WEST "PARAKEET"/LOVE BIRD AND SYSIES:***
  - ***i. ONLY TWO Budgies or TWO South West Parakeets, Love Birds or TWO Sysies may be kept inside a dwelling in one specially built cage for this purpose.***
- ***c. Homeowners shall submit to the Office of the Estate Manager the type of bird if it is not on the list above.***
- ***d. RABBITS/Guinea Pig (SMALL ANIMALS)***
  - ***i. In addition to dogs, cats and birds, Homeowners may keep two Rabbits or two Guinea Pigs in an enclosure on their Erf or***
  - ***ii. One Rabbit and one Guinea Pig.***
- ***e. The enclosures of these animals shall be kept clean on a daily basis.***
- ***f. The ELISENHEIM OWNERS ASSOCIATION reserves the right to instruct a resident to remove a pet from the Estate If the owner fails or refuses to follow any of these rules:***
- ***g. The Association may impose penalties and or procure its removal from Elisenheim and recover any costs from the Homeowner concerned without prejudice to its rights torecover any penalty imposed.***

h. Poultry, pigeons, outside built aviaries, wild animals, livestock or the like shall not be kept within the Estate.

i. Residents shall deal with any form of nuisance they experience with their neighbors themselves and not expect Estate Management to act on their behalf.

j. Only when these interventions fail, a formal complaint can be lodged at the Office of the Estate Manager at elisenheim@eonproperty.com. The Estate Manager Elisenheim will then become involved as arbitrator between the parties.

k. The ESTATE MANAGER shall NOT become involved in domestic disputes between "warring" parties.

6.6.1. The Local Authority and ASSOCIATION'S by-laws relating to pets shall be strictly enforced.

6.6.2. Owners and/or Residents may not keep more than two dogs or two cats on their property without the written permission of the OA. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property. All enclosures must conform to the Architectural and Town Planning Guideline and regulations.

6.6.3. Poultry, pigeons, aviaries, wild animals, livestock or the like shall not be kept within the Township.

6.6.4. Pets are not permitted to roam the streets and dogs shall be kept on a leash in all areas of the Township at all times.

6.6.5. Should animal excrement be deposited in a public area the pet owner shall be responsible for the immediate removal thereof.

6.6.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Pets roaming the streets shall be removed to a pet facility at the Member's cost.

6.6.7. The OA reserves the right to request a resident to remove a pet should it become a nuisance within the Township. Should any domestic animal prove to be a continual nuisance to other residents, the ASSOCIATION may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the ASSOCIATION may impose penalties or procure its removal from ELISENHEIM and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

6.6.8. In all cases should dogs cause a mess or dig holes on the common property the dog's owner shall immediately remove the mess or repair the holes as the case may be.

7. RULES REGARDING BUILDING CONTRACTOR ACTIVITY:

7.1. INTRODUCTION:

Certain rules relating to building contractor activity within the Township have been adopted by the OA. The primary intention of these rules is to ensure that all building activity is conducted with the minimum of inconvenience and disruption to other owners and/or residents.

7.2. LEGAL STATUS:

The rules governing building activity as set out in this document are binding on all Members and residents, their contractors and sub-contractors. Furthermore, all Members and residents are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Members and residents are required to include

these rules in their entirety in any building contracts concluded in respect of any property within the Township. The OA has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses sustained by a resident or contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.

7.2.1. All Members or residents and their contractors who undertake any building activity are required to read and complete a contractor's registration form (available from the OA) and sign such form prior to proceeding with any alterations or commencing with any building activity. The clauses of the contract are not necessarily limited to the clauses detailed below.

7.3. GENERAL:

7.3.1. Unless otherwise agreed by the OA contractor activity is limited to the following times:

06h00 – 18h00 Normal weekdays
07h30 – 13h00 Saturdays.

7.3.2. Contractor personnel are not permitted to remain on site between the hours of 18h00 and 06h00.

7.3.3. All the contractor's workers and/or the contractor's sub-contractor workers must enter the Township in an approved vehicle with the relevant access card.

7.3.4. The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided. Rubbish/rubble shall be removed every three days and not burnt or disposed within the Township. No rubble dumping on adjacent stands or the pavement is allowed.

7.3.5. The contract site is to be kept clean and properly screened as prescribed. If the contractor fails to keep the site clean and tidy (within reason), then such a contractor may be prohibited from entering the Township until such a time as the site is properly cleaned.

7.3.6. Materials off-loaded by a supplier which encroach onto the sidewalk or roadway, must be moved onto the site by the contractor. Material and/or rubble must not be allowed to remain on the roadway or sidewalk and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washedor moved onto the road during building operations.

7.3.7. Deliveries from suppliers must be scheduled in terms of paragraph 7.3.1 above.

7.3.8. Building boards must be erected and boards must comply with the OA's specifications, details of which are available from the OA. Such boards are to be erected on the site and not on the sidewalks. Sub-contractor's boards are not permitted. All boards must be removed after issuing of the Completion Certificate.

7.3.9. The Member and the contractor shall be responsible for damage to curbs and/or plants on the sidewalks and/or damage to private or ASSOCIATION property.

7.3.10. Should the OA have any reservations with regard to the conduct of the contractor and/or sub-contractor, the OA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the owner and/or contractor.

7.3.11. This document must be fully understood and accepted by the contractor, Member and/or any sub-contractor and they must undertake to comply with these Rules in addition to any further rules and regulations which may be introduced by the OA from time to time.

7.3.12. Only approved contractors and/or contractor's employees who are in possession of legitimate Namibian identity documents will be allowed access within the Township. In the event that illegal workers are apprehended within the Township, that contractor's employees in totality will be denied access to the Township.

7.3.13. The OA shall be entitled to levy fines against Members or their contractors and/or subcontractors with regard to any contravention of the above.

7.3.14. No unauthorised persons are allowed onto building sites under construction.

8. TRAFFIC:

8.1. The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of ELISENHEIM.

8.2. Motorised vehicles, including trucks, shall be driven within the ELISENHEIM Township's roads only by persons who hold a valid current driver's licence which permits them to drive that vehicle on a public road within Namibia.

8.3. The ASSOCIATION may, by means of appropriate signage designed specifically for ELISENHEIM, give direction as to the use of roads or any portion of the roads and Common Property and failure by any person to obey this signage shall be a contravention of these Rules.

8.4. No helicopters or any means of aerial conveyance may be landed at any place on within the ELISENHEIM Township without the authority of the Trustees of the ASSOCIATION.

8.5. No vehicle may at any time block the thoroughfare of other vehicles on any road.

8.6. Vehicles shall be parked in designated parking bays only on roads and hard surfaces and no parking shall be done on any grass or pavements situated outside any erf or unit boundary

8.7. All vehicles, but particularly motorcycles, must have efficient silencer systems.

9. COMMERCIAL ACTIVITY:

9.1. The ASSOCIATION shall regulate commercial activity within the ELISENHEIM Township.

9.2. No advertising board may be displayed anywhere within the Township. If the display of an advertising board in respect of a commercial activity is required then such display shall only be done after written approval has been obtained from the OA.

9.3. No door-to-door canvassing or selling is permitted at ELISENHEIM.

9.4. Use of the ASSOCIATION'S mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the ASSOCIATION'S mailing list.

9.5. No auctions of any manner, other than in terms of an Order of Court, are permitted within the Township.

9.6. ADDITION TO THE RULES; No garage sales are allowed on the estate.

10. FAILURE TO COMPLY WITH THE RULES:

10.1. Failure by a Member to comply with any provisions of any Rules may result in:

10.1.1. a call for an explanation and/or apology and/or a reprimand and a request to comply; and

10.1.2. the imposition of a fine; and/or

10.1.3. the withdrawal of any previously given consent applicable to the particular matter; and or

10.1.4. an order to pay for damages resulting from non-compliance with any rule; and or

10.1.5. application to Court for the enforcement of the Rule; and/or

10.1.6. disciplinary steps.

10.2. The actions to be taken and the penalties to the imposed for breaches or contraventions of the Rules
shall be entirely at the discretion of the Trustees and may be revised from time to time.

10.2.1. In the event of a continuing offence, any person subject to these Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.

11. MISCELLANEOUS REGULATIONS:

11.1. A breach of the ASSOCIATIONS' Architectural and Town Planning Guidelines or any other Regulation made in terms of the ASSOCIATIONS' Constitution shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalty set out in Clause 10 of these Rules.

11.2. The responsibilities of members in respect of the provision of services in the township shall be regulated in a Services Supply Agreement to be entered into between the ASSOCIATION and each member as a pre-condition to the supply of the relevant services to the Members.

11.3. <u>WATER WASTAGE</u>

11.3.1. General common sense rules prevail in the conservation of water.

11.3.2. Automatic irrigation systems save water.

11.3.3. Recycling of grey water is encouraged.

11.3.4. Installing a rainwater tank at the back of your property i.e. out of sight of the street is encouraged.

11.3.5. Trees, shrubs, and perennials can survive if watered only once a week under controlled conditions. Hosing down of vehicles is not necessary: use a bucket and a cloth.

11.3.6. Do not hose down interlocking and houses. Report water wastage directly to the City of Windhoek for action. Make sure to be VERY specific about the house number as well as date and time this is seen. A WhatsApp photo will also help for those, come penalty time, whose memory needs to be refreshed.