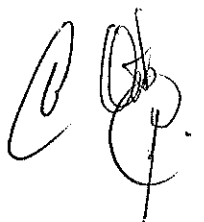




**Rules of the
Klein Aub Homeowners'
Association**

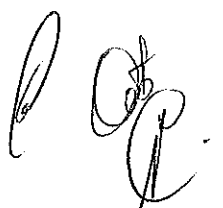
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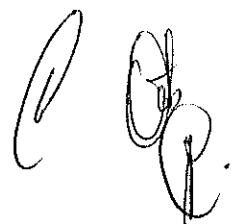


1. Introduction

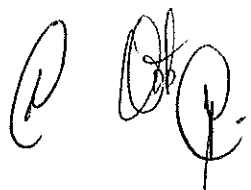
- 1.1. The following code of conduct, rules and regulations (hereinafter simply referred to as the "**Rules**") are established by the Klein Aub Homeowners Association ("**Association**") for the benefit and security of the property owners and their tenants and guests, and for the protection of property owners' property, common area property and property values.
- 1.2. Capitalised terms used in these Rules which are not otherwise defined in these Rules shall have the meaning ascribed to those terms in the Constitution.
- 1.3. Unless inconsistent with the context, the words and expression set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings:
 - 1.3.1. "**Association**" means the Klein Aub Homeowners Association, which is established and bound by the provisions of the Constitution;
 - 1.3.2. "**Board**" means the board of Trustees of the Association;
 - 1.3.3. "**Body Corporate**" means a body corporate of any Sectional Title Scheme falling within the Estate;
 - 1.3.4. "**Business Unit**" means any Erf or Unit zoned in terms of the Town Planning Scheme for commercial or business purposes or which is used for business purposes with the consent of the Local Authority and the Association;
 - 1.3.5. "**Chairman**" means the chairman of the Board;
 - 1.3.6. "**Common Property**" means –
 - 1.3.6.1. in the case of an Erf/Plot on which a Sectional Title Scheme is developed, common property as defined in the Sectional Titles Act, which is not subject to an exclusive right of use by a member in terms of that Sectional Title Scheme;
 - 1.3.6.2. the land registered in the name of the Association, including, but not limited to, Private Spaces;
 - 1.3.6.3. any portion of the Development which is not subject to an exclusive right in favour of a Member;
 - 1.3.7. "**Constitution**" means the Constitution of the Klein Aub Homeowners' Association, including all annexures thereto and all amendments and replacements thereof;
 - 1.3.8. "**Deeds Registries Act**" means the Deeds Registries Act 47 of 1937, as amended;
 - 1.3.9. "**Developer Trustee**" means a trustee appointed by the Developer;



- 1.3.10. **"Estate"** means the Klein Aub Estate, as more fully defined in the Constitution;
- 1.3.11. **"Erf/Erven/Plot"** means any Erf/Erven or Plot on the Estate and on which is established or may be established, *inter alia* but not limited to, residential dwellings, Sectional Title Schemes and Business Units, and includes immovable property transferred or to be transferred in accordance with the provisions hereof to the Association;
- 1.3.12. **"Financial Year"** means the financial year of the Association determined by the Board from time to time;
- 1.3.13. **"Levy"** or **"Levies"** means the levy imposed under the terms of the Constitution on each Owner in respect of an Erf/Plot;
- 1.3.14. **"Local Authority"** means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is the Municipal Council of Windhoek;
- 1.3.15. **"Member"** means a member of the Association who has acquired membership under clause 4 of the Constitution;
- 1.3.16. **"Private Spaces"** means all Erven/Plots on the Estate which are identified as private roads, private open spaces, lakes, waterways and pathways;
- 1.3.17. **"Registered Owner"** means the registered owner of an Erf/Unit or Plot or a share thereof who is, in terms of the Deeds Registries Act, reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Erf or Unit;
- 1.3.18. **"Resident(s)"** means any person lawfully occupying an Erf/Plot which shall include but not be limited to –
- 1.3.18.1. a Tenant; and/or
- 1.3.18.2. guests and employees of a Registered Owner or tenant, as the case may be and persons who reside with a Registered Owner or Tenant, as the case may be.
- 1.3.19. **"Rules"** means the rules relating to the Estate, as set out in this document and as may be amended from time to time, including all interpretations of the Rules by the Trustees;
- 1.3.20. **"Sectional Titles Act"** means the Sectional Titles Act of 2009 and 2014;
- 1.3.21. **"Sectional Title Scheme"** means any scheme established in terms of the provisions of the Sectional Titles Act;
- 1.3.22. **"Tenant"** means a person leasing an Erf/Plot from the Registered Owner thereof;



- 1.3.23. "Town Planning Scheme" means an operative town planning scheme applicable to the Development from time to time;
- 1.3.24. "Trustee(s)" means the trustee(s) of the Association, appointed under the terms of the Constitution;
- 1.3.25. "Year" means any calendar year (365 Days).
- 1.4. Unless inconsistent with the context and save where the contrary is expressly indicated:
- 1.4.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this **Error! Reference source not found.** (*Definitions and Interpretation*), effect shall be given to it as if it were a substantive provision of these Rules;
- 1.4.2. where any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day;
- 1.4.3. in the event that the day for performance of any obligation to be performed in terms of these Rules should fall on a day which is not a business day, the relevant day for performance shall be the subsequent business day;
- 1.4.4. any reference in these Rules to a provision of law is to the provision as at the signature date thereof and as amended or re-enacted from time to time;
- 1.4.5. any reference in these Rules to the Rules or any other document shall be construed as a reference to these Rules or, as the case may be, such other document as same may have been, or may from time to time be amended, varied, novated, reinstated or supplemented;
- 1.4.6. defined terms appearing in these Rules in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 1.4.7. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 1.4.8. in the event of an incorrect clause reference, the clause number shall be inferred from the context of the referring clause;
- 1.4.9. the rule of construction that these Rules shall be interpreted against the Party responsible for the drafting of these Rules, shall not apply; and
- 1.4.10. the expiration or termination of these Rules shall not affect such of the provisions of these Rules as expressly provide that they will



operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

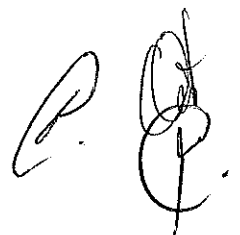
- 1.5. Unless inconsistent with the content, an expression which denotes:
 - 1.5.1. any one gender includes the other gender; and
 - 1.5.2. the singular includes the plural and *vice versa*.
- 1.6. The annexes to these Rules form an integral part hereof and words and expressions defined in these Rules shall bear, unless the context otherwise requires, the same meaning in such annexes, to the extent that there is a conflict between the annexes to these Rules and the provisions of these Rules, the provisions of these Rules shall prevail.
- 1.7. These Rules shall inure for the benefit of and be binding on and enforceable by the executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Rules in the first instance and reference to any Party shall be deemed to include such Party's executor, administrators, trustees, permitted assigns or liquidators, as the case may be.

2. General

- 2.1. The Estate is administered by the properly elected Trustees of the Association, and who are the representative body of the Estate under the Constitution. The Trustees in their own discretion may appoint a Managing Agent to manage the administrative affairs of the estate. The Residents of the Estate enjoy the benefits of community living and take pride in the serene surroundings and appreciate the tranquil settings, secure open spaces and natural beauty. The purpose of the Rules is to provide Residents with a high quality and secure lifestyle on the Estate.
- 2.2. In accordance with the conditions of title of every property in the Estate, the registered Owner is obliged to comply with the Rules, and any interpretation thereof by the Trustees under the Constitution. These Rules, in addition to municipal by-laws, are binding on all Owners, Residents and visitors. Owners will be held liable if Residents, family members, employees or visitors do not comply with these Rules.

3. Common Property

- 3.1. The Common Property shall be under the control of the Association. Damage, removal or modification of Common Property is prohibited and any violation of this rule shall be corrected by the violator, or by the Owner of any home responsible for the violation, at their expense and to the satisfaction of the Trustees, within thirty (30) days of the Association's notice of such violation.
- 3.2. Littering on Common Property is prohibited.
- 3.3. No structures, vehicles or other objects may be erected or placed permanently or temporarily on any servitude or public area within the Estate without the consent in writing of the Trustees.

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3.4. No business or trade may be conducted on the Common Property.

4. Road Use and Regulations

4.1. The roads of the Estate are intended for vehicular and pedestrian traffic by all Residents. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other users of roads in equal use right.

4.2. The speed limit of the Estate can be determined by the trustees from time to time. All other provisions of national and municipal road traffic regulations apply.

4.3. No person shall drive any vehicle on the Estate in a manner that would constitute an offence under the applicable road traffic regulations. All traffic control and parking signs must be observed.

4.4. Engine powered vehicles are not allowed to drive anywhere except on the roads of the Estate or permission granted by an owner and/or trustees.

4.5. The use of motorcycles and quad bikes by registered owners or occupants are permitted with the understanding and consideration to not be a nuisance to residence on the estate. The use of motorcycles and or quad bikes by non-residence are prohibited, save for entering or exiting from the Estate.

4.6. Racing of any vehicles, violent acceleration, excessive revving or trick riding is prohibited.

5. Driveways and Parking Areas

5.1. Permanent or overnight parking of vehicles of any type on the roads are not allowed.

5.2. The Trustees may cause to be removed or towed away any vehicles parked, standing or abandoned on the Estate in contravention of the Rules.

5.3. Parking of vehicles within the Estate is subject to the express condition that every vehicle is parked at the owner's own risk and responsibility and that no liability shall attach to the Association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the Estate.

6. Landscaping

6.1. All gardens must be kept neat and tidy at all times.

7. Water and Electricity

7.1. Only water services are provided on the Estate by the Association. Each Owner must provide for electricity to his / her Property.

7.2. Water should only be utilised in strict adherence with the water plan, adopted and imposed by the Trustees from time to time.

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- 7.3. The Owners agree and acknowledge that some Erven/Plots may have boreholes, some may have water reservoirs and some may have both. To ensure equitable distribution of water throughout the Estate, servitudes will be registered in favour of the Home Owners Association. All Owners and Residents, employees and their victors must respect the servitudes and may not interfere with any water pipelines, pumps or any other water provision facilities .
- 7.4. Residents may not interfere with emergency and/or general maintenance required on these servitudes.

8. Streetscaping

- 8.1. The Association is responsible for maintaining the roads of the Estate..
- 8.2. Building material may not be dumped on the sidewalks or other open spaces under any circumstances.

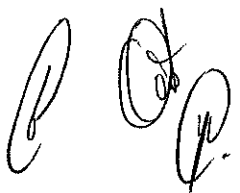
9. Property Maintenance

- 9.1. Each Owner is responsible for maintaining his/her own Property.
- 9.2. The Association is responsible of the maintenance, upkeep and replacement of the following:
- 9.2.1. the Common Property, including recreational facilities if any;
 - 9.2.2. all perimeter fences and gates and those fences and gates that border Common Property if any;

10. Buildings and Aesthetic Appearance

- 10.1. The following provisions shall apply on the estate according to the COW Zoning regulations:
- 10.1.1 Zoned: Agricultural
 - 10.1.2 Colour Notation: Light Green
 - 10.1.3 Primary Use: Agriculture, dwelling unit, (At gross density of 1 unit per 10 ha), ancillary dwelling unit.
 - 10.1.4 Consent Use: Ancillary dwelling units; occupational practice, home-based business, agricultural industry, farm stall, kiosk, intensive feed-feed farming, nursery, service trade, tourist establishment, holiday accommodation and a nature estate, public garage, light industry, work shop and butchery. (Ref. paragraph 15.1)
 - 10.1.5 Land Use restrictions:
 - * NA and Height at most two storeys.

NB. Definition of **"Ancillary Dwelling"**: A fully self-contained dwelling designed for occupation by a single household working on the land which is not attached to the primary unit. Subject to the approval of the COW Council more than one ancillary dwelling unit can be erected.



- 10.2. Owners shall at all times maintain the exterior of their houses, their garden, boundary walls or fences and the sidewalk between the curb and the road boundaries of their Property.
- 10.3. Every Resident shall ensure that all debris, refuse and rubbish are contained in a strong plastic bag and placed in the refuse bins. All owners are responsible for the disposal and/or removal of their refuse, rubbish and debris.
- 10.4. Fireplaces and rubbish dumps/holes must be controlled and managed at all times not causing Feld fires.

11. Sale and Rental of Property

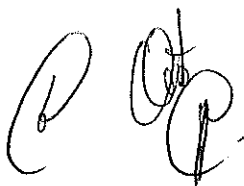
- 11.1. The Owner of a dwelling shall be obliged to ensure that a tenant of his or her dwelling or other person granted rights of occupancy by him or her is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease of any grant of rights of occupancy.
- 11.2. An owner of a dwelling shall be obliged to notify the Trustees in writing within 14 (fourteen) days of the date of conclusion of a lease of a Property of the full names of his / her tenant and of the period of the lease. Similarly, an owner shall forthwith notify the Trustees in writing of the full names of any person granted rights of occupancy.
- 11.3. Every lease agreement must include a copy of these Rules as an annexure.
- 11.4. Should an Owner wish to sell his or her Property through an agent, only an estate agent registered as such with the Namibia Estate Agents' Board may be selected to procure the sale.
- 11.5. One "For Sale" sign or realtor coloured sign may be placed in front of a home that is being sold.

12. Pets

- 12.1. No pets may be kept that poses, threatens to pose or, in the reasonable judgment of the Trustees, may pose or create any unreasonable risk of harm to any Owner, Resident or guest of the Estate, or any pet which is dangerous or known to have dangerous propensities.
- 12.2. Any Owner or Resident having charge, care, custody or control of an animal or animals shall take action to prevent the animal(s) from causing nuisance or harm.

13. Security

- 13.1. Owners and Residents shall at all times comply with whatever security systems and procedures relating to access control or other security aspects which may be implemented by the Association.
- 13.2. The perimeter security and access control system serve a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion. Neither the Association nor its security contractor or any of their



agents or employees shall be liable for any loss of whatsoever arising as a result of such an intrusion.

- 13.3. There will be no tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the Association. The security company may also institute independent action separately.

14. Good Neighbourliness

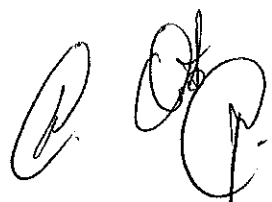
- 14.1. No person shall use or conduct himself in any open area on the Estate in such a manner as may, in the opinion of the Association, detrimentally affect the open area or any of the amenities thereof.
- 14.2. The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should take place in such manner as not to be heard on adjoining properties.
- 14.3. No loud music may be played after 10:00 pm.
- 14.4. No fireworks or missiles may be discharged anywhere on the Estate.
- 14.5. The use of firearms may only be used in state of emergency and self-protection. No Firearms will be permitted to be fired on the Estate according to COW Bylaws.
- 14.6. In general, and to preserve and enhance the residential character and lifestyle within the Estate, all Owners and Residents shall at all times behave in a considerate, reasonable and civil manner and shall in particular make every effort to avoid causing inconvenience or nuisance to the other Owners or Residents.

15. Business Activities, Hobbies and Other Activities

- 15.1. Should any Owner wish to operate a business from their Property, the Owner shall apply to the Trustees for written consent to do so. Trustees may not unreasonably withhold such consent.
- 15.2. No person may conduct any business, professional or commercial activity from or on any Property within the Estate, which is contrary to any rules, regulations and by-laws of the applicable Town Planning Scheme. Should any written complaints be received by the Trustees that such business, profession or commercial activity, hobby or other activity is the cause of disturbance or nuisance, the Trustees may direct that such business, profession, commercial activity, hobby or other activity cease and any instructions, directions or ruling made in this regard shall be complied with.

16. Environmental Management

- 16.1. No rubble or refuse may be dumped or discarded in or on the Common Property.
- 16.2. Fauna of any nature may not be chased or trapped or injured on the Estate.

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16.3. An Owner or Resident may not store any material, or do or permit or allow to be done, any other dangerous acts on the Estate or any act prohibited by any legislation, including environmental legislation.

16.4. Residents are not allowed to dump any oil, chemicals, medical waste on the Estate that can damage the environment.

17. Payment of Levies

17.1. Levies are due and payable monthly in advance on or before the fifth (5) day of each month.

17.2. The Association is entitled to charge interest and penalties on any levy or any other outstanding amount not paid on any due date. The approved interest rate shall be at 20% per annum, per month, as set by the gazette.

17.3. No Owner may vote at any meeting of the Association or stand for election as a Trustee if the Owner is in arrears with any amount due to the Association.

17.4. The Association reserved the right to take legal action on any overdue accounts. Should the Association hand over any arrear levies and fines for collection, the Owner shall be liable to pay all fees in accordance with the attorney and client scale, including collection commission and tracing fees if any.

18. Contravention of Rules

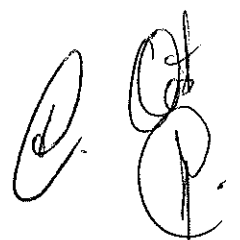
18.1. The Trustees, through the Managing Agent, are authorized to impose a fine determined by the Trustees from time to time for a transgression of any of the rules set out in the Code of Conduct.

19. Indemnity

The use of all facilities on the Estate by Residents, family members, employees and guests is entirely at their own risk at all times. Every member of the Association hereby waives any right he or she may obtain against the Association and/or their associated representative to claim any damages incurred by virtue of damage to or loss of property or the personal injury of the member sustained while anywhere in the Estate. Every member indemnifies the Association or agent against any such claim made by the member's spouse, child, parent, servant, guest or invitee.

20. Amendment of Rules

These Rules may be amended or replaced by the Trustees from time to time.

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