

**COMBINED SABLE VIEW HOUSE RULES**

**UPDATED: 30 March 2017**

**Update Tracking**

Updates in Version 1:		
	<b>ITEM</b>	<b>DESCRIPTION</b>
	Combined Rules	Combined Rules

**SABLE VIEW HOUSE RULES****UPDATED: 30 January 2017**

**For more information contact the Developer Mr. Fadi Ayoub at +264 (0)81 170 0490.**

**1 INTRODUCTION**

- 1.1 You are welcome to build your dream Villa on Sable View within a unique country lifestyle estate and live with nature amongst beautiful wild animals like sable, impala, springbok and damara dik dik. You have the freedom to develop your plot according to your own style and needs. You can grow your own veggies, keep a few chickens and enjoy country living at its best.
- 1.2 Sable View will have various smaller estates within the boundaries of the big farm consisting of an estate comprising of plots measuring 20 hectares; plots measuring 3-15 hectares and lastly plots measuring small than half a hectare.
- 1.3 Each of the different smaller estates within the larger Sable View Estate might develop special rules and different characteristics to suit the requirements of the different owners of the specific estates.
- 1.4 Each of the smaller estates will have a Sub-Housing Association that automatically belongs to the Housing Association for the larger Sable View Estate.
- 1.5 Sub-Housing Associations can have separate meetings to discuss matters particular to their respective estate.
- 1.6 Any member who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached these House Rules and will be liable for payment of the penalties as determined by the Housing Association from time to time.
- 1.7 The Sable View Housing Association may delegate any of its powers in terms of the aforesaid House Rules to a Managing Agent, upon such terms and conditions as it may deem fit.

**2 Membership**

- 2.1 Membership of the ASSOCIATION shall be obligatory and limited to any party who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the records of the Deeds Registry concerned as the registered owner of a Farm, Unit or an Erf.
- 2.2 The DEVELOPER shall be deemed to be automatically a member of the ASSOCIATION during the full development period;
- 2.3 In the case of a unit the body corporate of any Sectional Title Scheme shall be a member of the ASSOCIATION.

- 2.4 The members of the ASSOCIATION and the Body Corporate of any Sectional Title Scheme will allow reasonable access to employees or representatives of the DEVELOPER or the ASSOCIATION (as the case may be) into the buildings, units or erven for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to above.

### 3 Services

#### 3.1 Water Supply

- a) The development is served with production boreholes scattered on the development.
- b) The Housing Association will have free and unencumbered access to all boreholes handed over to it by the Developer.
- c) The boreholes of the Housing Association are for domestic use only.
- d) Each plot will be provided with a water connection, installed on the boundary of each site and in the position determined in the sole discretion of the developer.
- e) The water connection will be metered and the meters will be maintained and read by the Housing Association.
- d) Each household will be entitled to 40 cubic meters of water per month and the water not consumed will not be credited to the members account
- e) Water consumption in excess of 40 cubic meters per month will be charged at a rate determined by the Housing Association.
- f) The Association shall take all reasonable precautions to procure and maintain a suitable plant/point for the distribution of water to secure to its' consumers a constant supply of water, but does not guarantee that the same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply thereof, or failure to supply water, unless the said interruption or failure is due to the negligence of the Association failing to carry out its obligations aforesaid.
- g) The Association shall not under any circumstances be liable for any failure, variation or interruption that may result in any injury or damage and destruction of the buildings or plant belonging to it by storm or fire, through or during a time of riot, of civil commotion due to strikes of workmen or lockout by employers, (whether such strikes or lockout be on the premises of the Association), or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for the Association or its agents. The Association shall further not under any circumstances be liable for any damages as a result of failure, variation or interruption of supply of water to the consumer due to any failure, variation or interruption of the supply to it from the supply authority.
- H) Under no circumstances shall any rebate be allowed on the account for water supplied or water wasted due to leakage or any other fault in the water installation.

- l) No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protective device.
- J) No person, other than a person specifically authorised thereto by the Association in writing, shall directly or indirectly connect, attempt to connect or cause to be connected, any water installation or part thereof to the supply mains or service connection.
- k) The Association may on prior notice, disconnect any premises temporarily for the purposes of affecting repairs or carrying out tests, or for any other legitimate purposes, save that no notice shall be necessary in case of an emergency.
- l) The meter(s) shall be read on a monthly basis by the Association, and this account shall be rendered to the owner as part of the monthly levies and the owner shall be liable to pay for same within 30 (thirty) days of invoice date.
- m) Private boreholes may only be sunk with prior written consent of the Housing Association and with the approval of the Ministry of Agricultural, Water & Forestry and/or the Municipality of Windhoek and/or such other governmental, regional or local authority as may regulate the sinking of boreholes in that area. The Association however reserves the right to close any such borehole(s) if same negatively influences the water table, in the exclusive opinion of the Association.
- n) The Association may sunk boreholes on any plot/farm/unit without the express consent of the registered owner.

### **3.2 Sewer Supply**

- a) The owner will provide the appropriate disposal of night soil (sewerage) preferably septic tanks to the specification of the HA.
- b) The size, type and location of the septic tank will be determined by the Developer, but will be adequate to accommodate a normal household.
- c) The size, type and location of the sewerage treatment plant will be determined by the Developer.
- d) The Developer will provide the sewer treatment plant.
- e) The Association will be responsible for the maintenance and operation of the sewer treatment plant.
- f) The Association will clean the solids of the septic tank once every 3 years or as required at the owners account and dispose of it in an environmental friendly manner.

### **3.3 Domestic Refuse**

- a) The weekly collection of refuse will be done by the Association and the fee will be included in the monthly levy.
- b) It shall be the duty of every owner or occupier of a unit to ensure that such directions given by the Association are observed and implemented.

- c) No person shall keep any refuse within or outside his unit, except in specified containers, and in such places as may be specifically set aside therefore, or as may be approved by the Association.
- d) Where, in the opinion of the Association, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give the person wishing to dispose of such refuse such directions for its disposal as he/she may deem fit and at the cost of the member.
- e) No member or person shall burn or bury or dispose of refuse on site in any other manner except with the approval of the Association.

### **3.4 Electricity**

- a) Electricity supply is the responsibility of the owner.
- b) All electrical supply installations must be approved by the Association.
- c) The Developer will provide the electrical installations for the security gate and electric fence which shall be transferred to the Association for management and maintenance.
- d) Where boreholes are in close proximity to private houses and the solar panels required to drive the water pump, spoils the view of the owner, the owner can elect to place the solar panels on the roof of his/her house.

### **3.5 Right of Ways (Roads)**

- a) Members get access to their respective plots via registered right of ways (roads).
- b) The roads will be gravel and therefore requires responsible driving and appropriate maintenance.
- c) Where an erf has more than one street frontage, access to such erf shall be determined by the Housing Association.
- d) Storm water structures will be placed strategically to accommodate any storm water flow that might affect the road
- e) The public right of way reserve will be maintained by the Housing Association.
- f) The maintenance of Private roads from the fence to the house is the responsibility of the owner.
- g) Road names will be assigned by the Housing Association and no change in road names will be allowed not even by voting of the members/owners
- h) The developer will provide temporary access roads where necessary, but all the roads will be completed to acceptable gravel road standards once 70% of the plots are sold

## 4 General

### 4.1 Domestic animals

- a) Domestic animals, house pets ("domestic animals") or any animals approved by the Association may be kept subject however to the rules and regulations imposed by the Association from time to time.
- b) Owners may apply to the Association for approval if they wish to keep any household pets other than dogs, cats, birds and horses.
- c) The domestic animals must be contained within each of the designated areas as described by the Association from time to time.
- d) Any domestic animals found outside the designated areas as described by the Association may be summarily removed from the Estate or may be put-out for safety of the of humans and wild animals.
- e) Aggressive animals are not allowed on the Estate and the owner of the animal/s that cause/s harm to human life and property will carry the full liability and cost of repair and damages.

### 4.2 Traffic

- a) The movement of vehicles into-, out of- and through the development will be managed by the Association and the Association reserves right of entry.
- b) No vehicles shall enter or leave the development at any point except at the entrance gates, save for special circumstances and then only with the consent of, or at the discretion of the Association.
- c) Except for in the case of a general emergency, no vehicle shall enter the development unless admitted thereto by the guard on duty at the said gate.
- d) Members/owners issued with a device to operate the vehicle entrance gate themselves are not required to be admitted by the guard on duty.
- d) No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.
- e) Pedestrians shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- d) A general speed limit of 40 km/h shall apply within the development. This speed limit will be strictly enforced.
- e) The Association may, by means of appropriate signage designed specifically for the development, give such direction as to the use of roads or any portion thereof as it in its discretion may deem fit, and any failure by any person to obey these directions and give effect thereto, shall constitute a contravention of these House Rules.

- f) Vehicles having a gross vehicle weight in excess of ten tons, shall not be permitted to enter the development, except with the consent of the Association who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as they may deem fit.
- g) No person shall drive or ride any vehicle in the development in such a manner that would constitute an offence under the applicable and current Namibian Traffic Legislation. This, amongst others, implies that any person driving any kind of vehicle shall be in possession of a valid driver's license.
- h) Except in the case of a breakdown, no person shall store, park or leave a vehicle unattended in any place in the development, except – in an area designated for that purpose by the Association by means of an appropriate sign or lay-bye, designated as such by means of an appropriate sign;
- i) No helicopter or any means of aerial conveyance may be landed at any place within the development without the authority of the Association.
- j) For purposes of these House Rules, 'vehicle' shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human effort.

#### **4.3 Small Scale Farming**

- a) Small farming activities are welcome with written approval from the Developer and within the boundaries of the member's plot.
- b) No small scale farming will be allowed on the 20 hectare Plots namely Plots 1065 to 1071 and 1074 to 1080.
- c) No small scale farming will be allowed on any farm/plot/site smaller than 1 (one) hectare on Farms 1072, 1073, 1089, 1090, 1108, 1109 and 1119.

#### **4.4 Open Spaces**

- a) No person shall use or conduct himself upon his/her plot within the development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- b) No persons shall discard any litter or any item of any nature whatsoever at any place in the development other than in such receptacles and in such places as may be set aside for that purpose and designated as such by the Association.
- c) No person shall anywhere in the development disturb, harm, destroy, or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association.
- d) Pedestrians may only use the road network within the development. No traversing of private properties will be allowed.
- e) Except insofar as the discharge of firearms and bows and arrows might be linked to some authorised sporting activity within the development, no person shall discharge any airgun, pistol or bow and arrow anywhere within the Estate.

#### 4 Building Regulations

- a) All building plans for houses/structures on each plot as well as any intended subdivision of a plot must be approved in advance, by the Association prior to any formal submission to the City of Windhoek for subdivision or formal building plan approval.
- b) No building may be constructed nearer than 5 meters from any boundary of each plot without the prior written consent of the Association.
- c) The Association reserves the right to use the 5 meter building line for service connections without compensation where required.
- d) No workers or contractors will be allowed to enter the development on foot and traverse the property, albeit by road.
- e) Contractors are obliged to transport all workers to the specific building site in question.
- f) Building contractors and other service providers must be approved by the Association before construction of any building or dwelling commences.
- i) It will be compulsory to maintain the outside of all buildings in a state acceptable to the Association. The Association will have the right to enforce such maintenance and penalize any member.

#### 5 Special Rules for 20 (twenty) Hectare Plots (Plots 1065-1071 and 1074-1080)

- a) No small scale farming will be allowed on the 20 hectare Plots to allow for animals of the estate to dwell freely on the plot without competition from other animals.
- b) Animals to be kept within the 20 hectare plot estate will belong to a registered company to be operated for profit.
- c) Owners of the 20 hectare plots will have the right to purchase shares within the company subject to the rules of association of the company.
- d) Owners of the 20 hectare plots will have a 3000 m<sup>2</sup> allocated at the sole discretion of the developer to erect a single dwelling together with outbuildings as approved.
- e) Construction activities will be closely managed so as to not disturb the animals on the estate.

#### 6. Land use

- a) No plot/erf/site/farm or undivided share portion shall be smaller than 3000 m<sup>2</sup>.
- b) No house/unit can be on an area smaller than 3000 m<sup>2</sup>.
- c) The plots/erf/site/farm unit shall be subject to the Windhoek Town Planning Scheme.
- d) The plots zoned residential together with the buildings shall only be used for residential purposes.
- e) No home may be used for commercial or business purposes without the prior written consent of the Association and subsequent formal approval by the City of Windhoek.
- f) No application for subdivision, consolidation, rezoning or township establishment may be done without the express approval of the Housing Association.



- g) The owner of the plot is allowed to provide onsite accommodation for gardeners and domestic help in accordance with the Windhoek Town Planning Scheme.

## **7 Penalties.**

- a) In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules shall, in the sole discretion of the Association, be liable to a penalty as determined from time to time by the Association depending on the severity.

## **8 Accounts.**

- a) Levy payments are payable from date of registration of transfer of the land or membership interest in the respective Close Corporation.
- b) Property owners' levy accounts will be payable monthly at the end of each and every month.
- c) The Association will be entitled to charge monthly, interest at the annual prime rate plus 3 % (three) percentage points on all accounts older than 30 (thirty) days.
- d) Interest will be calculated from the due date on the balance of the charges.
- e) The statutory records and books of account of the Association shall be open for inspection annually at the Annual General Meeting.

## **9 Security.**

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

## **10 Fences**

- a) The Sable View Estate will be provided with a 2.4 meter high electric fence on the outside boundary.

- b) The sites/plots (undivided shares) smaller than 1 hectare on Farms 1072, 1073, 1089, 1090, 1108, 1109 and 1119 can form a smaller estates within the larger Sable View Estate and will have a 1.8 meter boundary fence on the periphery of the smaller plots.
- c) The location and specification of the fence will be determined by the Developer, but should be sufficient to keep the selected game inside the smaller estate.
- d) The additional periphery fence on some of the farms is required to keep smaller game such as springbok within the boundaries of the smaller estate for the direct benefit of the owners of the smaller plots.
- e) Every owner of the plots/sites on Farms 1072, 1073, 1089, 1090, 1108, 1109 and 1119 smaller than the 1 (one) hectare shall have the right to fence- in a maximum of 500 m<sup>2</sup> to allow small game such as springbok to graze freely within the boundaries of the sub-estate.
- f) Every owner of the plots/sites smaller than the 1 (one) hectare shall be responsible and ensure the erection of a standard 1.2 meter high fence with 5 (five) steel wire strands on the perimeter of the allowable 500 m<sup>2</sup>.
- g) The upgrading of fences for plots smaller than 1 hectare is allowed up to 1.8 meters on approval by the Housing Association of the design and materials of the fence.
- h) Every owner of the plots smaller than 20 (twenty) hectares but bigger than 1 (one) hectare shall be responsible and ensure the erection of a standard 1.2 meter high fence with 5 (five) steel wire strands on the perimeter of each plot.
- i) The upgrading of fences of the plots other than the 20 hectare plots is allowed up to 1.8 meters on approval by the Housing Association of the design and materials of the fence.
- j) A 2.4 (Two comma Four) meter high electric fence will be erected by the Developer on the outer border of the 20 hectare plots which will create a common area for all 20 ha plots for the free roaming and grazing of the estates animals.
- k) Owners of the 20 hectare plots will not be allowed to fence the plot other than the 3000 square meters allowed by the Association for the owner's personal dwelling.
- l) Fences up to 1.2 meters will be erected for all 20 hectare plots for the 3000 square meters electric fences will only be allowed inside the normal fence so as not to harm the animals of the estate.
- m) Fences higher than 1.2 meters for the 3000 square meters of the 20 hectare plots will not be allowed.

## **11 Property Sales.**

- a) No member shall transfer a Unit or plot or any share or interest in the Close Corporation or company without a Clearance Certificate first having been obtained from the Association confirming that all levies (including any other amounts comprising of a debt) have been paid in full and including accounts until the end of the month during which such contemplated registration of transfer will take place.
- b) Estate Agents marketing and / or selling property in the Estate must be approved by the Association before such agents commence any marketing or sales initiatives.
- c) The Association will be entitled to 3% on the sales value of any plot/erf/unit within the estate every time the plot or the shares or membership in the company changes hands.

## **12 Applicability.**

- a) The House Rules are applicable to all members who are plot owners and the guests and visitors.
- b) Pursuant to the objectives of the ASSOCIATION, the body corporate of any sectional title development in Sable View will not function independently, but shall assign its functions and powers to the ASSOCIATION.
- c) For the avoidance of doubt it is recorded that the provisions of the House Rules do not apply to the DEVELOPER or his appointee, that there will be no restriction whatsoever on the ability of the DEVELOPER or his appointee to subdivide, rezone, consolidate, establish a township, build, pass transfer of any erf, plot or unit and that accordingly the DEVELOPER or his appointee does not need a clearance certificate from the ASSOCIATION before it will be entitled to subdivide, rezone, consolidate, establish a township, build, alienate or transfer any erf or unit or any person or entity.

### **13. General**

- a) It will be compulsory to comprehensively insure all buildings on each plot.
- b) Whenever the Housing Association is of the view that the behaviour of any person may be detrimental to the amenities of the scheme generally, they may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules.
- c) No person shall keep anywhere on the development, any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- d) If a member of the Association introduces a guest to his residence that may be present in such residence unaccompanied by his host for any period of time, such guest shall be bound by the Articles of the Association as well as these House Rules, which the member shall be obliged to bring to the attention of his guest.

### **14 AMENDMENT OF HOUSE RULES**

- a) These House Rules may be amended with the approval of 60% (sixty percent) of the trustees of the Association.
- b) For the avoidance of doubt it is recorded that the name of the estate 'Sable View' cannot be changed and no voting on a proposed name change is allowed within these House Rules.