



MZURI

**MZURI ESTATE  
ESTATE RULES**

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## **MZURI ESTATE RULES**

These Estate Rules are made in terms of clause 28 of the Constitution.

All terms, phrases and words in the Constitution shall apply herein as if specifically incorporated.

### **TAKE NOTICE THAT:**

The following estate rules impose either a financial or a maintenance obligation on members, namely estate rules 3, 5, 6, 8, 9, 11, 12, 15, 16, 17, 18, 21, 23 and 25

#### **1. PETS**

- 1.1. A Member or Resident shall be allowed to keep pets as long as they subscribe to the rules and regulations as set out by the City of Cape Town's bylaws, see link below, which shall be enforced by the applicable Trustee Committee:

<https://resource.capetown.gov.za/documentcentre/Documents/Bylaws%20and%20policies/Keeping%20of%20Animals%20and%20Poultry%20for%20the%20City%20of%20Cape%20Town%20-%20approved%20on%2028%20September%202005.pdf>

- 1.2. A Member or Resident suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the Committee's consent to keep that animal in an Erf and to accompany it on the Common Property.
- 1.3. Members or Residents keeping Pets permitted in terms hereof shall ensure that such Pet(s) do not foul the corridors, entrances or any other part of the Common Property or otherwise cause any nuisance to other Members or Residents.
- 1.4. The Committee shall be entitled to revoke a Member or Resident's consent in terms of this clause in the event that such Pets, at the discretion of the Committee, become a nuisance to other Members or Residents or to withdraw an approval given in terms of this clause 1 in the event of a breach of such conditions as may be prescribed.

#### **2. LAUNDRY**

Members or Residents shall not be entitled to hang their laundry on any part of any building or the Common Property so as to be visible from outside the buildings or from any other Erf.

#### **3. REFUSE REMOVAL**

- 3.1. A Member or Resident of an Erf shall:

3.1.1. Maintain in a hygienic and dry condition, a receptacle for refuse within his Erf, his exclusive use area or on such part of the Common Property as may be authorised by the Committee in writing;

3.1.2. Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the



case of tins or other containers, completely drained and that all refuse is placed in a suitable refuse bag; and

3.1.3. For the purpose of having the refuse collected, place such refuse bag within the area designated for refuse bags, within the refuse bins provided.

3.2. A Member or Resident may not leave refuse anywhere on the Common Property except in the designated area for refuse collection and in the refuse bins provided.

3.3. The collection and removal of domestic and garden refuse is under the control of the Local Authority and is carried out at times and frequencies, and in a manner, determined by them. On prescribed days and times, the refuse bags must be placed by the Resident on the sidewalk outside the Unit or Erf ready for collection. Refuse bags may not be placed on the sidewalk on any other day nor be left out overnight.

3.4. Garden refuse may be put out with domestic refuse but in specially marked bags in accordance with the Local Authority's requirements.

3.5. Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be the responsibility of the Member at its cost.

3.6. Burning of garden (or other) refuse is not permitted in the Estate.

3.7. No animal carcass may be buried in the Estate.

#### **4. COMMON PROPERTY AND ERVEN**

4.1. A Member or Resident of an Erf used for residential purposes shall not place or do anything on any part of the Common Property, including, patios, stoeps, and garden terraces which, in the discretion of the Committee, is aesthetically displeasing or undesirable when viewed from the outside of the Erf.

4.2. The slaughtering of animals or poultry for cultural and/or religious reasons, will only be permissible in a section and/or exclusive use area, and not anywhere on the common property, provided that:

4.2.1. an owner, occupier and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld. The trustees may provide for any reasonable condition in regard to the cultural and/or ritual slaughtering of animals or poultry;

4.2.2. The written application for trustee consideration and approval must specify:

- a reasonable date and time for the slaughtering to take place;
- the type of animal to be slaughtered;
- the name and qualifications of the person who will be carrying out the slaughtering ritual;
- that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;



- that the Municipality has granted consent in terms of the applicable By-Laws;
- that the Department of Health has granted consent;
- that the Society for the Prevention of Cruelty to Animals (SPCA) will ensure that an official will attend the ritual to ensure that the animal will not endure unnecessary pain or suffering, and
- that all affected owners, occupiers and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

## **5. PARKING BAYS, MOTOR VEHICLES, USE OF ROADS, DRIVEWAYS AND PARKING AREAS**

### 5.1. A Member or Resident:

- 5.1.1. Shall observe road signs and any other signs deemed necessary on the Common Property and in any parking area;
- 5.1.2. May not drive their vehicles within the Common Property and parking areas in any manner which creates a nuisance or is considered by the Committee not to be in the interests of safety;
- 5.1.3. May not allow any unlicensed person to drive any vehicle anywhere in the Estate;
- 5.1.4. May not sound hooters anywhere in the Estate other than in the case of an emergency; and
- 5.1.5. Ensure that visitors and guests also comply with this clause 5.

5.2. Vehicles that appear not to be roadworthy may not be parked in a parking bay or on the Common Property other than for such short periods as may be approved by the Committee, and with their prior written consent.

5.3. Vehicles are parked at the Members or Residents' own risk and the Association shall not be responsible for any loss or damage which a Member or Resident may suffer, howsoever arising including arising from negligence.

5.4. The Members or Residents upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred may not erect carports, shade ports or other structures on the parking bays, without the prior written consent of the Committee or Architectural Design Review Committee.

## **6. WHEEL CLAMPING**

6.1. The Committee may, when a vehicle is found to be parked on the Common Property contrary to the provisions of the Constitution or these Rules, clamp the wheel of such vehicle in order to prohibit the driver of the vehicle from leaving the scheme prior to paying a release fee as



set out in this rule.

- 6.2. In compliance with the provisions and the intention of this clause, a Member or Resident (“the transgressor”) shall allow the Committee, through the actions taken by the Estate’s security to clamp the wheel of any vehicle parked in the Estate as referred to in clause 6.1.
- 6.3. The Committee shall ensure that security is available at all times during the day and night to remove a clamp in compliance with the following conditions:
  - 6.3.1. The Committee shall instruct security not to remove a clamp on any vehicle without the transgressor paying the necessary release fee to security, as determined by Members from time to time at the annual general meeting.
  - 6.3.2. Once the release fee is presented to security, it shall present the transgressor with the necessary invoice as proof of payment of the release fee and remove the clamp on the vehicle.

The Committee shall erect prominent signs, advising all persons entering the Estate that the wheel of a vehicle will be clamped if the vehicle is parked without the necessary consent in any parking bay or on the Common Property, in other words contrary to the provisions of this Constitution, and that a release fee is payable to security prior to the clamp being removed.

- 6.4. The Committee may make further regulations for the practical implementation of this clause 6, which regulations may not be inconsistent with any of the provisions of the Constitution or these Rules.

## **7. SECURITY**

- 7.1. Access to and egress from the Estate shall be controlled and monitored through access-controlled security systems which may include CCTV cameras and access card and / or disk systems.
- 7.2. The Committee may from time to time make regulations, not inconsistent with any of the provisions of the Constitution or these Rules, in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the Members.
- 7.3. Resident-access cards or disks may not be used by any person other than a Member or authorised Resident of an Erf. A Resident will only be authorised to obtain an access card or disk upon receipt of the lease or other agreement that has been entered into between the Member and Resident.
- 7.4. A Member or Resident shall register his domestic worker/s for purposes of a domestic worker access card or disk, the costs of which registration and card shall be borne by the Member or Resident concerned.



## **8. SATELLITE TV**

- 8.1. A Member or Resident shall be allowed to install the required decoder equipment in his Erf to connect to the communal satellite dish to receive satellite TV, the subscription costs of which shall be for the account of the Member or Resident.
- 8.2. A Member or Resident may not install any satellite dish / antennae / radio antennae anywhere in the buildings on the Estate, whether in the Erf or on the Common Property, without the prior written consent of the Committee having been obtained.

## **9. WINDOW CLEANING**

Members or Residents shall clean their own windows.

## **10. CURTAINS AND BLINDS**

A Member or Resident may only hang curtains and/or blinds where the blinds or the lining of curtains are beige or off-white.

## **11. GARDENS**

- 11.1. Members or Residents may not remove any shrub, tree or plant from the Common Property.
- 11.2. All garden maintenance contractors must be approved by Association.
- 11.3. Garden contractors may only work within the cadastral boundary of the Member's Erf.
- 11.4. Mowing of the verges is done by the Association's Garden maintenance contractors.

## **12. BEHAVIOUR OF MEMBERS, RESIDENTS AND GUESTS**

- 12.1. All Members and Residents shall ensure that their use of the Erf and of the Common Property and its facilities is at all times conducted in such a manner as not to:
- 12.1.1. cause a nuisance, disturbance or inconvenience or annoyance to any other Member or Resident, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
- 12.1.2. detrimentally affect the rights and interests of other Members or Residents.
- 12.2. Members and Residents shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the Member or Resident concerned, within 14 (fourteen) days of notice by the Committee, to the satisfaction of the Committee.



- 12.3. If the Member fails to repair the damage as set out in this clause 12, the Committee shall be entitled to affect the necessary repairs and recover the costs thereof from the Member involved by adding the costs to the levy statement of the Member.

### **13. INDEMNITY AND GENERAL PROVISIONS**

- 13.1. The Association, Committee, and any other Committees, its employees and / or its agents shall not be liable for:

13.1.1. any injury or loss or damage of any description which any Member or Resident of a Erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the Common Property or in the individual Erf by reason of any defect in the communal area, its amenities or for any act done howsoever arising or for any neglect on the part of the Committee, employees, servants, agents or contractors; or

13.1.2. for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter any other property.

- 13.2. A Member or Resident may not discharge a firearms, save for in instances of self defence, or pellet guns on the common property.

- 13.3. A Member or Resident shall not use or permit his Erf to be used for any purpose which is injurious to the reputation of the Estate.

- 13.4. All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Committee or the Estate Manager of the Association.

### **14. SIGNS AND NOTICES**

A Member or Resident of an Erf, used for residential purposes, may not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of an Erf, so as to be visible from outside the Erf, without the written consent of the Committee first having been obtained.

### **15. LITTERING**

A Member or Resident of an Erf shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.





## **16. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

A Member or Resident shall not store any material, or do or permit or allow to be done, any other dangerous act in an Erf or in any building or on the Common Property which will or may increase the rate of the insurance premium payable by the Association on any insurance policy.

## **17. ERADICATION OF PESTS**

A Member shall keep his Erf free of white ants, borer and other wood destroying insects and to this end shall permit the Committee, the Estate Manager, and their duly authorized agents or employees, to enter upon his Erf from time to time for the purpose of inspecting the Erf and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Erf, replacement of any woodwork or other material forming part of such Erf which may be damaged by any such pests shall be borne by the Member of the Erf concerned.

## **18. ACCESS CONTROL, DELIVERY AND MOVING**

- 18.1. Before any furniture or heavy goods or materials are delivered or removed from any Erf, the Committee or the Estate Manager must be notified to ensure that adequate precautions are in place.
- 18.2. After any goods are delivered or removed from any Erf, the Committee or the Estate Manager will be entitled to inspect the common property accessed by the movers, in order to assess any damage. Any damage noticed will be repaired at the expense of the Member of the Erf concerned.
- 18.3. Members, Residents and visitors are prohibited from tampering with any automatic gates, automatic booms or any other part of the common property.

## **19. LETTING OF UNITS**

- 19.1. The owners of sections are entitled to short term lettings subject to the following:
  - 19.1.1. The owner must keep proper and accurate records of the full identities, addresses and contact details of all tenants leasing their units.
  - 19.1.2. The owner must ensure that a copy of the Constitution and Estate Rules is made available to each tenant and resident that occupies the let unit.
  - 19.1.3. The owner must ensure that each tenant sign an undertaking to comply with the Associations' Constitution and Estate Rules.

## **20. NUMBER OF OCCUPANTS**

An erf may only be occupied by a limited number of persons as approved by the committee, which may not exceed the sum of 2 occupants per bedroom in an erf.

## **21. DOMESTIC EMPLOYEES**

A Member or Resident of an Erf shall:

- 21.1. be responsible for the activities and conduct of their domestic employees and shall ensure that their domestic employees understand that they must not breach any rules, law, or any local authority by-law which may affect the scheme;
- 21.2. ensure that their domestic employees and their visitors and/or invitees do not cause undue noise within their Erven or on the Common Property or elsewhere;
- 21.3. register their employee/s with security and to lodge a copy of the employee's identity document with security;
- 21.4. not request personal duties to be performed by any member or staff employed by the Estate.

## **22. SIGNAGE**

- 22.1. No signs may be displayed in the Estate except in accordance with the Association's protocol for the erection of new buildings or the security signs depicting zones on the perimeter fence.
- 22.2. No weathervanes are permitted.
- 22.3. No private, religious or commercial advertising notices or brochures can be distributed around the Estate. (This rule shall not apply to legitimate notices to residents from the Association).
- 22.4. No commercial advertising of any nature shall be allowed on or in front of any property save for one "For Sale" or "To Let" sign which may be erected on the verge in front of a property.

## **23. FUNCTIONS, NUISANCE**

- 23.1. Large functions should be held at the club where there are adequate parking facilities.
- 23.2. Special permission is required for a function to be held within the Estate where more than 30 people may be attending. This permission must be timeously obtained prior to the proposed date of such function. When considering such a request, the Association will take into account the position of the residence proposed to be used in relation to gates, proximity to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as any other matter of importance to the situation, all of which may result in the possible



imposition of restrictions and/or special conditions as may be deemed appropriate.

- 23.3. Any private outside gathering at a residence may not extend past 22h30 after which time the party must move indoors.
- 23.4 Music being played may not interfere with any neighbours.
- 23.5 The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited.
- 23.6 No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their properties or of the general amenities of the Estate. No Member shall use any area within the Estate in such a manner as will detrimentally affect the use and enjoyment of the amenities in the Estate by other Members.
- 23.7 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident, or his/her rights, in any manner deemed by the Association to be offensive and unacceptable, is strictly prohibited. This includes the beating of drums and the playing of loud music.
- 23.8 Abuse of security members during the course of their duty is strictly prohibited.
- 23.9 No helicopter or other aerial conveyance may land at any place on the Estate without the prior written consent of the Association and subject to such special conditions as may be laid down.

(This rule shall not apply to legitimate emergency services performing special duties or rescue operations).

## **24. COMPLAINTS**

- 24.1. All complaints, in regard to the administration and management of the scheme, are to be submitted in writing to the trustees or the Estate Manager. Should a complaint arise in regard to the conduct of an owner, occupier and/or tenant, such complaint must be dealt with directly between the complainant and the defending party, and if necessary, local law enforcement and/or the CSOS may be approached.
- 24.2. The trustees or the Estate Manager must investigate the matter and notify the alleged contravening owner, occupier and/or tenant in writing of the complaint.
- 24.3. The trustees, when notified of such a complaint, may issue instructions to the managing agent on the action to be taken against the person/s, who are allegedly in contravention, including the instruction to issue a warning and/or penalty.

## **25. DISPUTE RESOLUTION**

- 25.1. In the event of any internal dispute arising between an owner, occupier, tenant and the body corporate, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe.



- 25.2. In order to notify the body corporate, as well as any person against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the trustees as per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting.
- 25.3. In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the CSOS.

## **26. CONTRAVENTION OF CONDUCT RULES AND IMPOSITION OF PENALTIES**

- 26.1. If the conduct of an owner, occupier, tenant or their visitors, in the opinion of the trustees constitutes a:
- 26.1.1. nuisance;
  - 26.1.2. contravention of any duty of the owner under the Act;
  - 26.1.3. contravention of any of the duties of owners contained in the management rules, and
  - 26.1.4. contravention of any of the conduct rules
- the trustees may furnish the owner with a written notice, which may in the discretion of the trustees, be delivered by hand, email or by registered post.
- 26.2. In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section.
- 26.3. If the owner, occupier and/or tenant nevertheless persists in that particular conduct, or in the contravention of that particular rule, the trustees may convene a meeting to discuss the matter.
- 26.4. A written notice, by which the alleged offender, is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 (seven) days before the meeting is held. At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.
- 26.5. After the owner has been given the opportunity to present their case, and if a majority of the trustees present at the meeting, agree that a provision/s of the conduct rules or the Act has/have been contravened, the trustees may, by majority resolution, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of R500.00 (Five Hundred Rand) for the first offence, R1 000.00 (One Thousand Rand) for the

second offence and R2 000.00 (Two Thousand Rand) for the third or further offence/s, provided that the amount/s is/are not equal to, or exceeds that, of the monthly contribution levied by the relevant owner.

26.6. The trustees must record the outcome of the meeting, and may resolve to:

26.6.1. uphold the penalty, or

26.6.2. withdraw, increase or reduce the penalty.

26.7. A trustee will not be entitled to participate at the meeting in the capacity as trustee, if they, or any occupier and/or tenant occupies the section which they own and/or represent, is the alleged offender.