



**OMEYA GOLF ESTATE HOME OWNERS ASSOCIATION (NON-PROFIT  
ASSOCIATION INCORPORATED UNDER SECTION 21) (21/2011/0088)**

**ESTATE RULES**

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## INFORMATION

1. The OMEYA GOLF AND RESIDENTIAL OASIS (“The Estate”) has been designed to provide a comfortable and secure living environment and lifestyle for the residents of the Estate. The intention of the developer and the Homeowners Association in preparing these rules is that of protecting and enhancing the lifestyle and the unique natural environment of the Estate. These rules have been established by the Directors in terms of the Memorandum and Articles of the Association. They will be binding upon all owners, residents, visitors and contractors, as are decisions taken by the Directors in interpreting or enforcing these rules. The registered owners of properties are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees are aware of, and abide by, these rules. The association reserves the right to modify, amend or delete these rules from time to time.
2. Property owners are advised to familiarize themselves with the powers of the Directors to maintain the aesthetic appearance of the Estate, and to make or amend rules in this regard.
3. This document should be read in conjunction with the other documentation issued to purchasers that include the architectural guidelines and design manual, and documentation that stipulates the conditions under which any further construction of improvements may take place on the Estate.
4. The Conduct Rules, which are set out below, are binding on all owners and all persons occupying any section of the estate.
5. Happy and satisfying community is achieved when owners and residents use and enjoy their properties and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy and harmonious community.
6. In the event of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the matter between them. This should be done with consideration and tolerance as we are a diverse community. If, however, such problems cannot be resolved between the parties only then should it be brought to the notice of the Directors in writing. The Directors may require that a complaint is submitted to them in the form of an affidavit before they consider it.
7. Interpretation in these Conduct Rules a word of expression to which a meaning has been assigned in Deeds Registries Act and the Sectional Titles Act and Regulations bears that meaning, unless the context otherwise indicates. The word “Directors” and “directors” shall have the same meaning.
8. All rules, which are applicable to members of the Association (in their capacities as owners of erven or sectional title in the township) are, mutatis mutandis, applicable also to residents who are not members of the Association. Hence, unless the context clearly indicates otherwise, references to the owner in these rules are references, mutatis mutandis, also to other occupants (without, however, detracting from the liability and/or obligations of members who are owners).

9. The above-mentioned provisions contained in this introduction are of an operative nature and are therefore binding provisions of these rules.

## **BACKGROUND**

10. The Omeya Golf Estate Home Owners' Association (the "Association") is a company incorporated under Section 21 of the Companies Act, 2004 Act No 28 (21/2011/0088). The Estate rules supplement the company's memorandum and articles of association (the "memorandum of association" or the "articles of association"). Where any contradictions occur between the articles of association and the estate rules, the articles of association will take precedence over the estate rules.
11. The broad objectives of the Association are the following:
  - 11.1. To control the character and architectural standards of buildings and other structures to be erected on the Estate being portion 20 of the Farm Gross Haigamas no 447, Situated in the Settlement of Aris, Registration Division "K" Khomas Region, known as Omeya.
  - 11.2. To administer the security in and relating to the township.
  - 11.3. To control the use of roads and open areas in the township, subject to all local, regional and national laws.
  - 11.4. To provide for the maintenance of sidewalks and open areas in the township.
  - 11.5. To issue and thereafter vary, alter, retract or add to rules and regulations for the administration and control of properties in the township and the owners and other occupants of properties in the township as well as the movement of vehicular traffic in the township.
  - 11.6. To make rules for the completion of the erection of homes and other structures on erven in the township within prescribed periods and for the repurchase of erven by the developer should the time periods not be complied with.
  - 11.7. To receive transfer of that erven in the township on which buildings and/or other structures, the specific erven, which may from time to time be changed from those, indicated on any existing plans or models.
  - 11.8. If the developer of the township being Omeya Golf and Residential Oasis (Pty) Ltd (2005/205) (the "developer") so decides, to receive as a donation from the developer or any other party to whom the developer may have transferred the erven those erven in the township on which the golf course is to be established as well as the erf on which the club house or any other property is to be erected and thereafter to deal with such erven as the Association may determine.
  - 11.9. In the event of the Association becoming the registered owner of the erven, then to care for and maintain the erven and to assume the risk in respect thereof and to pay rates and taxes in respect thereof, the said expenses to be defrayed out of the levy fund referred to below.

- 11.10. To levy contributions from its members of such amounts and so regularly as the directors of the Association shall determine as sufficient to defray the expenses of the Association, as more fully set out below.
- 11.11. To promote at all times the rules and the enforcement thereof in the broadest sense and in any manner the Association sees fit the rights of its members and legal occupiers to the use of their properties, streets, sidewalks and open spaces and the golf course in the township without undue detraction or encroachment by other members, owners, occupiers, their visitors, children and employees.

## MEMBERSHIP

12. During the development period membership shall be divided into two separate classes of members namely A members ("owner") and a B member ("the Developer").

Every person who receives transfer of an erf or sectional title in the Estate or is the Lessee of a long term lease of a portion of the Estate will automatically become an A member of the Association and will be regarded as the registered owner. If the party taking transfer is not a natural person, it will be obliged prior to transfer to nominate a natural person to represent it and to notify the Association of the full names, street address and postal address of the said representative from amongst the members, Director, partners or other office bearers of the owner. Every person who shall have become a member of the Association shall automatically cease being a member as soon as such person ceases being the registered owner of an erf or sectional title of the Estate. The developer shall be the sole B member of the Association and shall continue as such for the development period until the termination of the development period, at which the developer shall cease to be a B member and the B class of member shall thereupon cease to exist and the B member shall henceforth continue as an A member as long as it is the registered owner of a property in the Estate.

Each A member, present in person or by proxy and entitled to vote, shall have 2 votes for each erf registered in his name and have 1 vote for each sectional title registered in his name.

The B member present in person or by proxy shall, during the development period, have 2 votes as an A member for each erf registered in its name and 2 votes as B member for each erf not been sold to a third party.

The development period is the period from date of incorporation of the Association until the developer notifies the Association that the development period is at an end, or until the registration of transfer of the last saleable erf within the Estate whichever shall occur first.

The subscribers to the memorandum of an article of association of the Association shall be deemed to be agents of the developer and shall be entered as such in the company's register of members in respect of the erven held by the developer from time to time. Where an erf is owned by more than one person all the registered owners shall together be deemed to be one member of the Association shall together have the rights of one member of the Association, shall jointly and severally be liable for the members' obligations and shall together exercise one vote at meetings of the Association.

13. Upon the Association being established (as the above mentioned company) the rules set out below in this document shall become binding on all members of the Association as well as on occupants of erven in the township who are not also owners and thus not members of the Association. In this regard the registered owners of erven or sectional titles in the township are responsible, as members of the Association, to ensure that occupants of their erven or sectional title who are not members of the Association as well as the members' families, tenants, visitors, friends, employees, contractors and invitees abide by the rules of the Association. It is important to note that the rules provide that any act or omission by any of the aforesaid persons which, had it been done or omitted by the member would have amounted to a breach of any rule of the Association, will be deemed to have been the act or omission of the member and hence a breach of the rules by the member.

## **ENTRENCHED RULES**

14. Subject to the proviso that any provision contained in the Association's memorandum or articles of association may only be amended in terms of the relevant provisions of the said memorandum and articles of association and of the Companies Act, 2004, the members of the Association may from time to time vary or alter or retract or add to these rules and shall do so at annual or extra-ordinary general meetings of members as provided for in the memorandum and articles of association; provided that in spite of any contrary provision of the memorandum or articles of association or of the Companies Act, any such variation, alteration, retraction or addition of the under mentioned rules shall only be done by a two-thirds majority vote taken at a general meeting of members by way of a special resolution. These votes are determined in the Articles of the Association of Omeya Golf Estate Home Owners Association.

## **DISSCIPLINARY PROCESS**

15. In the quest for a happy and harmonious community residents of the township are obliged to use and enjoy the properties they own and/or occupy as well as the public areas and open spaces in accordance with their own rights, but as curtailed by the rights of other members or occupants.
16. Any willful or negligent transgression of these rules shall, irrespective of other terms and provisions, constitute an offence punishable by a fine as stated in Annexure A. This amount is reviewable by the Board of Directors from time to time in their discretion and if so reviewed notice shall be given thereof.
17. Any member of the Board of Directors, the Chief Executive Officer, the Security Manager, any owner or lawful occupier or any security officer or guard employed by or contracted to the Association shall, in the case of a transgression of these rules being reasonably suspected, be entitled:
  - 17.1. to call for and record any relevant name and address (including in the case of minor or unlicensed drivers, the names and addresses of their parents and/or guardians);
  - 17.2. to ascertain whether a driver is licensed;
  - 17.3. where it is necessary for the aforesaid purposes, to stop any vehicle.

18. Suspected transgressions of the rules and regulations must be reported in writing to the Chief Executive Officer as per the prescribed form.
19. The Chief Executive Officer or such other officer or employee of the Association to whom such power has jointly or otherwise been delegated by him in writing, must inform the suspected transgressor by notice in writing what the details of the charge are including details of the rules and regulations allegedly transgressed and the fine proposed in case of conviction. Such fine, not exceeding the amount established as aforesaid, shall be determined by the Chief Executive Officer or other official in his discretion, taking into consideration all the circumstances of the case.
20. The person or persons to whom such notice has been given, may respond thereto in writing within 10 (ten) days of the notice. Such response may include:
  - 20.1. a denial of liability;
  - 20.2. representations as to mitigating circumstances;
  - 20.3. representations as to the amount of the fine.
21. If no such response is received, the transgressor shall be deemed guilty of the transgression which shall be regarded as having been established and the fine shall be payable. Such notice shall be given to the transgressor and the fine added to his levies for the following month.
22. If a response has been timeously received concerning representations as to mitigating circumstances or the amount of the fine, the Chief Executive Officer or other official may in his discretion reject the representations, take such circumstances into account and reduce or suspend the fine for a period or waive the fine with a warning. Notice of such decision shall be given to the transgressor who may respond thereto in writing within 10 days of such notice.
23. If no such response is received, the transgressor shall be deemed guilty of the transgression which shall be regarded as having been established and the fine shall be payable (in both instances as originally framed or amended, as the case may be). Such notice shall be given to the transgressor and the fine added to his levies for the following month.
24. If the alleged transgressor has denied liability or has responded to the decision of the Chief Executive Officer or other official, the matter shall be referred for a disciplinary hearing, the time and place of which are to be notified.
25. The hearing will be conducted before a committee of at least 3 members of the Board of Directors, appointed by the Board, one of whom is to be appointed chairman of such committee.
26. The procedure, to be fixed by the chairman, will as far as possible be informal, but will at least provide for the presenting of the Chief Executive Officer's case, cross examination of witnesses, the presenting of the alleged transgressor's case, cross examination of witnesses and argument.



27. Verbal evidence will be delivered under oath or affirmation, a record will be kept of the proceedings and reasons will be provided for the verdict of the committee which is to be determined by a majority of there is any dissent.
28. No legal representation will be allowed by any party.
29. There will be no appeal from a finding, nor from the findings and verdict of the committee, which will be considered final.
30. The Directors have the right to delegate, with a further right to sub delegate, to the Chief Executive Officer the authority to impose fines as set out in Annexure A.

## **STREETS –SIDEWALKS – OPEN SPACES**

31. The streets of the townships are intended for vehicular and pedestrian traffic by all occupants. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other users of roads an equal use right.
32. The speed limit is restricted to 40 km per hour. All other provisions of the Road Traffic apply.
33. Parents are obliged to ensure that their children do not play in the streets. In spite of these provision drivers of motor vehicles are obliged to take special care while driving so as to allow for the possible presence of people in the streets.
34. Residents and guest are requested to take note that golfers and other pedestrians will frequently cross roads at designated crossings on the Estate and that motorist should always approach such crossings with caution.
35. No person shall drive any vehicle on the Estate in a manner that would constitute an offence under the applicable road traffic ordinance. In particular, cellular phones shall not be handheld whilst driving on the Estate. All traffic control and parking signs must be observed
36. Engine powered vehicles are not allowed to drive anywhere except in the streets of the township. Vehicles are not allowed in parks or on pavements. The only exceptions are golf cars that must drive on the designed golf cart paths when playing golf.
37. The riding of horses on the Estate can only be done on designated areas. No horses may be kept on the Estate.
38. The use of motorcycles or other vehicles with noisy exhaust systems save for entering or exiting from the estate is prohibited.
39. Motorcycles are prohibited from using cart paths and/or walkways or jogging paths on the golf course, and may only be used on the streets or sidewalks.
40. Unlicensed drivers will not be allowed on the roads or public areas under any circumstances.

41. With the exception of golf carts on the golf cart paths, un-roadworthy vehicles are not allowed on the estate.
42. Riding a registered, street legal motor cycle or four wheel motor cycles without the driver and passenger being properly dressed and wearing a helmet prescribed by the Road Traffic Ordinance is prohibited. So too is racing, violent acceleration, excessive revving or trick riding with such vehicles.
43. No heavy vehicles (more than 10 tons) are allowed on the tar road. No double axle vehicles are allowed. No damage of any property, including the golf course will be tolerated. Any damage will be for the account of the owner of the property. Heavy vehicles in excess of 10 tons will only be considered upon approved of the Directors of the Home Owners Association in special circumstances where it is to the benefit of the Estate.

### **USE OF DRIVEWAYS AND PARKING AREAS**

44. Owners or occupiers of residential erven and sections shall observe and shall ensure that their visitors and guests:
  - 44.1. observe any road signs on the common property and the speed limit of 40km p/h.
  - 44.2. do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Directors not to be in the interest of safety; and
  - 44.3. do not allow any unlicensed person to drive any vehicle within the common property.
45. Hooters shall not be sounded within the common property other than in emergencies.
46. Vehicles may be parked only on such areas of the common property as are specifically indicted or approved by the Association for the purpose and in such a way that the flow of traffic and access to an egress from garages, carports and parking bays is not obstructed. One vehicle may not occupy two parking bays.
47. Permanent or overnight parking of vehicles of any type on the road or on the sidewalks and in the streets opposite traffic islands is not allowed. Residents and their guest must park all vehicles within the designated parking areas.
48. Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid on the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Directors, and with their prior written consent.
49. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Directors.
50. No person may wash, dismantle or effect major repairs to any vehicle on any portion of the common property.

51. Garage doors must be kept closed at all times except when access to or egress (“reverse”) from the garage are required or when it is required from a resident to work in his/her garage.
52. The Directors may cause to be removed or towed away, at the risk and expense of the owners any vehicles parked, standing or abandoned on the common property in contravention of these rules.
53. An owner of occupier of an erf shall ensure that an exclusive use area for parking purposes may not be used by him, his visitors or his guests unless that owner or occupiers are entitled to use such exclusive use area.
54. Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's 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 vehicle having been parked on the property.

## STREETSCAPE

55. The Association will maintain the area between the road curb and the boundary of each property on the Estate. It is the responsibility of the property owner to maintain and paint, where necessary and applicable property boundary walling.
56. Garden fences/walls where applicable and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.
57. Caravans, trailers, boats, equipment, tools, engine and vehicle parts as well as accommodation for pets where applicable, shall be located out of view and screened from neighboring properties and the street.
58. Building material may not be dumped on the sidewalks or other open spaces under any circumstances.
59. No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Association. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
60. Cement balls and other structures preventing reasonable temporary parking on pavements are prohibited and will be removed. Repeat offenders will be fined monthly until the obstructions are removed.
61. Should an owner or occupant fail to comply with any of estate rules and not repair, rectify or maintain structures for a period of 30 days after written notice was given, the Association is entitled to carry out the necessary work (or have it done) and to claim payment of its expenditure from the owner together with interest at a rate which from time to time is equal to the HIGHEST prime rate of interest charged by a Namibian Commercial Bank plus 2% (two percent).
62. No structures, vehicles or other objects may be erected or placed permanently or temporarily on any servitude or public area within Omeya unless prior, written approval is granted by the Omeya Chief Executive Officer. Application for such approval has to be submitted at least 8 weeks prior to the

required date. Any such structure, vehicle or object may be either removed or clamped by any Omeya official and the offending party fined in terms of these rules.

## **INDEMNITY**

63. The use of all common property by residents and guests is entirely at their own risk at all times. Every member of the Association hereby waives any right he may obtain against the Association 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 township. Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest or invitee. This includes damage by golf balls hit by a member or visitor legitimately utilizing the golf course, driving range or pitching areas and accidents with golf carts.

## **GOOD NEIGHBOURLINESS**

64. No business activity or hobby, which causes aggravation or nuisance to fellow occupants, may be conducted, including but not limited to auctions and jumble sales.
65. 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.
66. 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.
67. The use of power saws, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between the following hours on Mondays to Saturdays: 07h30 – 18h00 and on Sundays only between 10h00 – 13h00. The Association will be rendering garden services as part of the monthly levy.

## **SECURITY**

68. It will be a breach of these rules to abuse security personnel under any circumstances.
69. Security rules and protocol in the township shall be adhered to at all times.
70. Owners are obliged to request visitors to adhere to security protocol and owners are requested to treat the security personnel in a co-operative and courteous manner.
71. All burglary attempts or instances of perimeter fence jumping must be reported to a member of the security staff and/or the Chief of Security of the Association.
72. It is suggested that owners install a home security system as soon as possible after taking occupation of their homes, and to link the system to the response unit of the Association.
73. Burglar alarm systems acquired for residences are required to be compatible with the electronics of

the estate security system.

74. The township will be manned 24 hours a day by such security personnel as the Association may determine and owners if issued with security stickers should attach the stickers to motor vehicle windscreens.
75. The Estate will be patrolled on a random basis by security guards who shall have access at all times to all public areas.
76. The access control procedures as laid down by the Association from time to time shall be strictly adhered to by all persons entering and exiting the Estate.
77. Residents will be issued with access discs, or other access control devices for the purpose of entering and exiting the Estate. Failing to use of their access discs, residents shall be obliged to sign in the access register upon entering the Estate.
78. No access to the Estate will be granted to any guest of a resident unless proper authorization has been granted by the resident concerned.
79. Residents shall note that the perimeter fence serves as a deterrent and is not guaranteed to prevent an intrusion into the Estate and are accordingly cautioned to take due care.
80. Owners are obliged to ensure that contractors in their employment adhere specifically to the security stipulations of the Contractors Code of Conduct attached hereto and marked as such.

## **LAUNDRY**

81. An owner or occupiers of a residential erf shall not, without the prior written consent of the Directors, erect his own washing lines, nor place or hang washing or laundry or any other items on any part of the buildings or the common property where it is visible from outside the buildings or from any other section. It should be in an enclosed court yard.
82. Any washing hung out to dry is at the sole risk of the owner thereof.
83. Washing areas, if any, shall be kept locked, if possible, at all times.

## **REFUSE DISPOSAL**

84. An owner or occupier of a erf shall:
  - 84.1. maintain in a hygienic and dry condition, a receptacle for refuse within his erf or in such part of the common property as may be authorized by the Directors in writing. Garbage bins to be in either a garage, drying yard or other concealed area approved by the OAC (Omeya Architectural Committee);

- 84.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 84.3. for the purpose of having the refuse collected, place such receptacle within the area and at the time designated by the Directors in writing;
- 84.4. when the refuse has been collected, promptly return such receptacle to his erf the same day;
85. Each home owner shall be supplied with two standard wheeled plastic bins. The bins will be utilized as follows:
- Black – Glass, cans, plastic and paper (recyclable waste)
  - Green – General household waste/biodegradable waste (perishable)
86. Biodegradable waste includes garden waste, fruit and vegetables
87. Recyclable waste includes paper, glass, plastic, cans.
88. Perishable waste may not be mixed with other forms of waste. Bins will be removed twice a week from the sidewalk road. It is therefore the responsibility of the owners to place bins on the agreed times on the concrete road and to remove empty bins from the road.
89. Should owners have more than two bins, an additional cost will be charged by the waste removal company.
90. Owners should design their kitchens in such a way to cater for keeping perishable waste separately from other forms of waste. Two smaller bins will be required in the kitchens.

## **NOISE**

91. An owner or occupier of an erf shall ensure that he and his visitors and guests do not make or cause undue noise.

## **GARDENING**

92. No trees may be removed. Where a tree must be removed for purposes of construction of the Home, access road and related services, prior approval must first be obtained from the Association before an owner and/or contractor may remove a tree. Owners are requested to limit removal of any trees to an absolute minimum. Only on exceptional cases will approval be granted. Owners are requested to consider the trees on the erf before finalizing the layout of their home.
93. Residents shall ensure that declared noxious flora is not planted and do not grow in their gardens.
94. No gardening is allowed by an owner or occupancy on any erf or sectional title, without the prior approval of Directors. Approval of gardening will therefore only be made on exceptional cases as determined by the Directors when it is in the best interest of the entire Estate.

95. Where an owner or occupiers is permitted to make his own garden such garden shall be in a neat and tidy condition.
96. No plant of flower may be picked from nor any damage caused to the garden areas on the common property which are not part of any erf and the natural flora and fauna (if applicable shall not be destroyed, removed or damaged in any without the prior written consent of the Directors.
97. Garden tools and other equipment shall not be kept in any place where they will be in view from other properties or any portion of the common property.
98. Residents are obliged to utilize the plant, shrub, tree and lawn species listed in the landscaping guide, which is part of the Architectural Manual.
99. The planning and planting of individual gardens will be controlled by the Association in order to enhanced the flora of the Estate and to prevent the introducing of alien and, where possible, further exotic vegetation.
100. Any existing trees on any property on the Estate may not be removed without the prior consent of the Association.
101. Garden service contractors engaged by home owners must receive prior written authorization to work on the Estate.

## PETS

### **Rules 103 - 114 are replaced by 102.1 - 102.14 following the approval of the Pet Policy at the Home Owners Association Meeting dated 8 March 2016**

102.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept which shall be limited to 2 (two) pets per household, provided that such domestic animals may be kept only by owners and long tenants not by guests.

102.2 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf.

102.3 All domestic animals shall at all times be registered at the Estate Office and bear a tag which shall reflect the name, telephone number and erf number of the relevant owner.

102.4 It is the responsibility of the homeowner to ensure adequate provision is made for pets when the owner is not on the estate.

102.5 As the Estate comprises a bird sanctuary, domestic cats are not encouraged, and will require specific Board approval, tag registration and compulsory neutering.

102.6 No wild animals, reptiles, cattle or the like may be kept. If animals are brought onto or found

upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either –

102.7 require the relevant owner to remove the animal from the Estate; and/or

102.8 itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

102.9 Dogs shall not be allowed out of a home owner's property unless under strict control on a leash.

102.10 Dogs are not permitted to be walked on the golf course during playing hours.

102.11 If any dog damages any property or defecates on any property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be. (See Annexure A)

102.12 No breeding of pets are allowed.

102.13 All pets must be spaded after the age of 18 months and a certificate must be handed in upon registration of the pet.

102.14 Garden services must have full access to the property. Dogs must be leached or temporarily be enclosed in another part of the property so that garden services can do all necessary work. If garden services are not required in the enclosed area, a note has to be put up against the enclosure. A notice of such area must be lodged at the Home Owners Association.

## **SIGNS AND NOTICES**

115 No owner or occupier of a dwelling, used for residential purpose, shall place any sign, notice billboard or advertisement of any kind whatsoever on any part of the common property or of a dwelling, so as to be visible from outside the erf, without the prior written consent of the Directors first having being obtained.

116 All owners or occupiers of a dwelling, must however use the standard erf/house numbering bonds supplied by die Home Owners Association. These signs should be fitted with energy saving bulbs of a minimum of 12W with an integrated daylight switch. This light must shine at night.

## **LITTERING**

117 An owner or occupier of a dwelling shall not deposit, or throw, or permit or allow to be depositing or throwing, on the common property onto or into a neighboring property any rubbish, including dirt, cigarette butts, food scraps or any litter whatsoever.

## **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**



- 118 An owner or occupiers of a dwelling shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Association on any insurance policy.

### **LETTING OF DWELLINGS OR UNIT**

- 119 The owner of a dwelling shall be obliged to ensure that a tenant of his dwelling or other person granted rights of occupancy by him 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.
- 120 An owner of a dwelling shall be obliged to notify the Directors in writing within 14 days of the date of conclusion of a lease of his unit if the full names of his tenant and of the period of the lease. Similarly, an owner shall forthwith notify the Directors in writing of the full names of any person granted rights of occupancy. Any fees and deposits payable by the tenant must be paid before the tenant can occupy the residence.

### **ERADICATION OF PESTS**

- 121 An owner or occupiers of a dwelling shall keep his erf free of white ants, borer and other wood destroying insects and to this end shall permit the Directors the managing agents, and their duly authorized agents or employees, to enter his dwelling from time to time for the purposes of inspecting the dwelling or section and taking such action as may be reasonable necessary to eradicate any such pests. The costs of the inspection, eradication of any such pests as may be found within the dwelling and replacement of any woodwork or other material forming part of such dwelling which may have been damaged by any such pests shall be borne by the owner of the dwelling or section concerned.

### **SUNDRY PROVISIONS**

- 122 The Association and/or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a dwelling or any member of his family, or his employee or servant or his relative friend, property, directly or indirectly, in or about the common property or in the individual properties or sections by reason of any defect in the common property or in the individual properties by reason of any defect in the common property, its amenities or in the individual properties or for any act done or any neglect on the part of the Association or any of the Association's employees, servants, agents or contractors.
- 123 The Association or its agents representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or other property.
- 124 No business or trade may be conducted on the common property or in the respective dwellings, except the letting of property, without the prior approval of the Home Owners Association.
- 125 No auctions or jumble sales may be held on the common property or in the respective dwellings.

- 126 No firearms, air rifle, bow and arrows, slingshot, fireworks or any potentially hazardous projectile may be used on the Estate.
- 127 Firearms held by owners must be registered with the Association and kept locked in a gun safe.
- 128 No stones or other objects may be thrown or propelled on the common property.
- 129 Moving of furniture or any heavy or bulky articles on the common property should be by prior arrangement with Directors. Any damage caused to the common property shall be rectified at the expense of the owner or occupier of a residential dwelling concerned. No vehicle in excess of 10 tons are allowed on the estate unless with approval of Home Owners Association Directors.

### **OCCUPATION OF RESIDENTIAL DWELLING OR SECTIONS**

- 130 The number of occupants of each residential property shall be restricted to a maximum number of two persons per bedroom.

### **DIVISIBILITY**

- 131 Notwithstanding the manner in which the clauses in these conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof.
- 132 Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect. For the purposes of these Rules the term "clause" shall include all sub-clauses.
- 133 An important element of a secure lifestyle is that of prevention and deterrence. Residents are requested to familiarize themselves with the procedures which have been development to manage the influx of people and vehicles with the minimum disruption whilst at the same time protecting the residents. From time to time certain changes may be made to some of these procedures, and residents will be advised accordingly. Residents are reminded that they have the responsibility for the conduct of their visitors and for ensuring that they adhere to the security procedures.
- 134 Various categories of visitors may be required to use different entrances so that a single entrance is not over loaded. These categories will be detailed in a separate and access protocol document.

### **CONDITIONS INCORPORATED IN THE TITLE DEED**

- 135 The property is sold subject to the following provisions, which may be embodied as provisions in the title deed of the property in a form as may be required by the Registrar of Deeds:
  - 135.1 The owner of the property, or of any subdivision thereof, or of any sectional title unit erected thereon, or of any interest therein or thereto ("the owner") shall not be entitled to transfer the property, or any subdivision or consolidation thereof, or any unit or any interest therein, without the association's prior written consent which will not unreasonably be withheld,

and without the association having confirmed in writing that all amounts due to it by the owner shall have been paid;

- 135.2 Every owner shall automatically be and become and shall remain a member of the association and be subject to its Memorandum and Articles of Association until the owner ceases to be an owner as aforesaid, Neither the property nor any subdivision or consolidation thereof, nor any unit erected thereon, nor any interest therein or thereto, shall be transferred to any person who has not agreed to become a member of the association and to be bound by its Memorandum and Articles of Association, and who has not secured payment by way of a debit order of the monthly levy due to the association;
- 135.3 No improvement of any nature may be effected on the property without the prior written approval of the association or its nominee, and any building plans in respect of any improvement to be erected on the erf shall be subject to the prior written approval of the association or its nominee. Such approval will be required without limitation to all external finishes including materials and colors for walls, roofs and windows; and
- 135.4. The owner of the property shall not make any application for the rezoning, consolidation or subdivision of his erf without the prior written consent of the association.
- 135.5. The owner undertakes to complete with the erection of buildings on the property to the reasonable satisfaction of the association within 4 (four) years of registration of the property into his name or within such extended period as the association at its sole discretion may allow in writing failing which the Association shall levy a penalty of 10% of the cost price of the erf to the owner and grant 1 year extension to complete with the erection of the building on the property to the reasonable satisfaction of the association. Failure to pay this penalty within 30 days of issue, the Association shall claim that the property be transferred to the Association at the cost of the owner against payment by the Association of the original purchase price paid by the owner without interest.
- 135.6. Where the owner does not complete with the erection of buildings on the property to the reasonable satisfaction of the association within the additional 1 year as stated above, the Association shall have the right to claim that the property be transferred to the Association at the cost of the owner against payment by the Association of the original purchase price paid by the owner without interest or issue a penalty as the Association may deem fit. The decision of the Association is final.

136 The developer is entitled to register any other conditions of or referred to in this document as a condition of title against the title deed of the relevant property if it is reasonably necessary for the protection of any right or interest of the Association.

## LEVIES

137 Levies are due and payable by debit order or such other method of payment as the Directors may from time to time decide on the first day of each and every month. Interest will be raised on all amounts in arrears. Residents should note that the use of the facilities is only available to those residents who do not have monies due to the association. Levies are payable as per Annexure B.

138 Any amount due by a member by way of a levy shall be a debt due by him to the Association.

- 139 The obligation of the member to pay a levy shall cease upon his ceasing to be a member of the Association without prejudice to the Association's right to recover arrear levies. No levy paid by a member shall under any circumstances be repayable by the Association upon the member ceasing to be a member. A member's successor in title to an erf shall become liable upon the date upon which he becomes a member pursuant to the transfer of the erf into his name, to pay the levy attributable to that erf. No member shall be entitled to transfer his erf to any transferee until the association shall have certified in writing that the outgoing member has as at the date of transfer paid all amounts owing by him to the association. This condition may become a title condition of erven in the townships.
- 140 The monthly amount levied from each member of the Association as that member's share of the Association's expenses will, subject to the under mentioned proviso, be calculated by the Directors of the Association.
- 141 The further provisions relating to levies are dealt with in the articles of association.
- 142 The owner and occupant shall not be entitled to attend or vote at any meeting of members of the Association nor be a director of the Association nor use any facility of the club to be established in the townships, while any amount due to the Association is in arrears.
- 143 The Association is entitled to publish the names of members whose levies are in arrears on one or more notice boards in the clubhouse of the club.
- 144 A member shall be liable for and pay all legal costs, including costs as between attorneys and client, collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrears amounts due and owing by such member to the Association, or in enforcing compliance with these Rules and Regulations.
- 145 The association shall be entitled to charge interest on arrear amounts at such a rate as the Directors from time to time determine.
- 146 The Directors of the Association have the right to fine transgressors where any of the rules as stipulated by the Association from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.

## **NOTICES**

- 147 Any written notice addressed to an owner or occupant at the property occupied or owned will be deemed to have been received and its contents to have come to the addressee's notice if it is (at the discretion of the Association) either delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises or if it is posted by prepaid registered mail to any postal address of which the owner may have advised the Association in writing, then ten days after posting thereof in Windhoek.

## **LETTING AND RESELLING PROPERTY**

- 148 Should an owner wish to sell or lease his/her property through an agent, only an estate agent, who is

registered in accordance with the Namibian law, may be selected to procure the sale or lease. The owner is obliged to ensure that the agent is in possession of a copy of these rules and the purchaser or lessee is furnished with a copy thereof and binds himself in writing to subject himself to these rules as from the date of occupancy or ownership, whichever is the earlier.

Should an owner wish to sell or lease his/her property directly without the utilization of an estate agent, he/she is obliged to ensure that the purchaser or lessee is furnished with a copy thereof and binds himself/herself in writing to subject himself/herself to these rules as from the date of occupancy or ownership, whichever is the earlier.

- 149 The registered estate agent and/or owner who is selling or leasing directly without a registered estate agent must also ensure that the purchaser/lessee is informed about and received a copy of these rules, the Architectural Guidelines, the Contractors Code of Conduct and any other administrative regulations applicable at the time. Agents may only visit the Estate by appointment with the owner and must personally accompany a prospective purchaser or lessee and are not allowed to erect any „for sale“ or „to let“ or „sold“ signage boards or any other boards whatsoever on the Estate.

The Association shall provide other means than sign boards (for example an advertising board at a central place on the Estate) to registered estate agents and owners selling/leasing directly without a registered estate agent, to advertise property for sale or to let at the Estate.

The Association through its directors will determine a standard format for advertisements been put on the provided advertising board.

- 150 Owners who are selling or leasing directly without a registered estate agent must personally accompany a prospective purchaser or lessee and are not allowed to erect any „for sale“ or „to let“ or „sold“ signage boards or any other boards whatsoever on the Estate.

- 151 A clearance certificate must be obtained from the Association at a cost determined by the Association (which amount may be adjusted annually at the discretion of the Association) prior to any transfer and prior to occupancy by any lessee. The Association may withhold the certificate until all amounts due to it in respect of the property have been paid and until it has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to these rules.

- 152 The seller or lessor of a property in the estate shall ensure that the sale/lease agreement contains the under mentioned clauses and the Association is entitled to withhold the clearance certificate until adequate written evidence is given to it that the said agreements contain the said clauses.

- 153 Sale Agreements to contain the following:

#### 153.1. Homeowners' Association

- 153.1.1. The purchaser acknowledges that upon registration of the property into his name, he automatically becomes a member of The Homeowners' Association and hereby subjects himself to the provisions of the Memorandum and Articles of Association of such association and to the rules of the Association. The rules become applicable to the owner on the earlier of the date of occupation of the property by the owner or the date of transfer of the property to the owner.

## 153.2. Conditions of Title

- 153.2.1. The seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed, in terms of which the purchaser takes title to the property:
- a) "Every owner of the property or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall upon registration of the property in his name, become a member of the Homeowners Association and be subject to its constitution until he ceases to be a registered owner, provided that the Association rules shall become binding upon the owner on the earlier of the date on which he occupies the property or the date on which it is registered in his name. Neither the property 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 such association to become a member of the Homeowners' Association on registration of transfer of the property in his name."
  - b) "The owner of the property or any subdivision thereof or any interest therein or any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer the property or any subdivision thereof or any interest therein or any unit thereon, without a clearance certificate from the Homeowners Association that the provisions of the Articles of Association of the Homeowners' Association have been complied with."
  - c) "The member undertakes to complete with the erection of buildings on the property to the reasonable satisfaction of the developer within 4 (four) years of registration of the property into his name or within such extended period as the developer at its sole discretion may allow in writing failing which the developer shall levy a penalty of 10% of the cost price of the erf to the owner and grant 1 year extension to complete with the erection of the building on the property to the reasonable satisfaction of the developer. Failure to pay this penalty within 30 days of issue, the developer shall claim that the property be transferred to the developer at the cost of the owner against payment by the developer of the original purchase price paid by the owner without interest."
  - d) "Where the owner does not complete with the erection of buildings on the property to the reasonable satisfaction of the developer within the additional 1 year as stated above, the developer shall have the right to:
    - i. claim that the property be transferred to the developer at the cost of the owner against payment by the developer of the original purchase price paid by the owner without interest or
    - ii. levy an additional penalty as the developer deems fit. The decision of the developer is final"
  - e) As soon as the Association comes into being, the developer will be deemed automatically to have ceded its rights in terms of this clause to the

Association. The member hereby authorizes the developer to act on its behalf as a member of the Association in accepting the said cession.”

f) “For purposes of (a) to (e) the term “Homeowners Association” is a reference to The Omeya Golf Estate Home Owners’ Association (Association incorporated under Section 21), registered in terms of Section 21 of the Companies’ Act, 2004.

153.2.2. In the event of the Registrar of Deeds requiring the amendment of any of the above conditions in any manner in order to affect registration of it, the purchaser hereby agrees to such amendment.

154 Lease Agreements to contain the following:

‘The lessee shall take cognizance of the fact that there are a number of important documents relating to the administration and control of the Omeya Estate, the Association, the Golf Club and the Architectural & Building requirements on the Estate. These documents include the following:

- 154.1. The Memorandum and Articles of Association of the Home Owners Association
- 154.2. The constitution of the Omeya Golf Club
- 154.3. The Rules & Regulations of the Omeya Golf Club
- 154.4. The Estate Rules and Construction Rules
- 154.5. Architectural Guidelines

155 The lessee acknowledges that he/she has acquainted himself/herself with the contents of such documents and agrees to be bound thereby’

#### **FAILURE TO COMPLY WITH THE 4-YEAR (OR EXTENDED PERIOD) BUILDING CLAUSE**

156 In the event of a property being re-transferred to the Association, the property so re- transferred shall be sold by the Association by way of a public auction, which auction shall be advertised in a newspaper which circulates in Namibia and the size of the advertisement shall not be less than 100mm x 120mm. The auction sale shall also be advertised in the newsletter circulated within the Omeya Estate.

157 The purchaser who acquires a property from the Association in terms of an auction referred to above must commence with and complete all building operations within a period of 1 year of registration of transfer into the name of the purchaser.

158 Should the purchaser who acquires a property in terms of the above commence with and not complete all building operations to the satisfaction of the Association within 1 year of registration of transfer of the property into the purchaser's name, the Association shall levy a penalty of 10% of the cost price of the erf and grant an additional 1 year to complete construction. Failure to pay this penalty within 30 days, the Association shall claim that the property be re-transferred to the Association at half of the purchase price paid for the property so purchased on auction.

159 Should the purchaser who acquires a property in terms of the above commence with and not complete all building operations to the satisfaction of the Association within 2 year of registration of transfer of the

property into the purchaser's name, the Association shall have the right to claim that the property be re-transferred to the Association at the purchase price paid for the property so purchased on auction or issue a penalty as the Association may deem fit. The decision of the Association is final.

- 160 The Association shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed, in terms of which the purchaser takes title to the property:
- 160.1. The conditions of title referred to above.
  - 160.2. "The purchaser undertakes to commence with and complete all building operations on the property within a period of 1 year of registration of the property into his name or within such extended period as the Association in its sole discretion may allow in writing, failing which the Association shall levy a penalty of 10% of the cost price of the erf and grant an additional 1 year to complete construction. Failure to pay this penalty within 30 days, the Association shall claim that the property be re-transferred to the Association at half of the purchase price paid for the property so purchased on auction."
  - 160.3. "Should the purchaser who acquires a property in terms of the above commence with and not complete all building operations to the satisfaction of the Association within 2 year of registration of transfer of the property into the purchaser's name, the Association shall have the right to claim that the property be re-transferred to the Association at the purchase price paid for the property so purchased on auction or issue a penalty as the Association may deem fit. The decision of the Association is final."

## **GENERAL SPORTING CLUBS**

- 161 The seller and developer intend developing a golf course and other sporting facilities, which will partly be situated on one or more erf/erven in the township in which the property hereby sold is situated. It is in the seller's unfettered discretion to determine the specifications and layout of the golf course and other sporting facilities as regards each and every aspect thereof. The seller is also entitled from time to time to change the levels of the golf course as well as its layout (including the shape, level and position of tees, greens, bunkers, fairways, water features and the like) from that shown on any model or in any brochure or plan and the purchaser will not by virtue thereof be entitled to cancel this agreement or to claim damages or a reduction in the purchase Price from the seller. It is also in the seller's unfettered discretion to determine when the golf course will be developed and completed. The seller also intends erecting a clubhouse in the township for use by members of the Association and members of the golf club.
- 162 Owners (i.e. members of the Association) automatically become members of the Golf Club and clubs of other sporting facilities on the estate on receiving transfer of the property. No joining fee or annual subscriptions are payable, but the levy referred to above will include an appropriate amount to defray the Clubs' expenses. Members of the Association are by virtue of their membership of the Association also automatically members of the Omeya golf club and any other sporting club on the estate.
- 163 Owners of erven ("Owner members") can nominate 5 additional members to become members of each of the sporting facilities on the estate. These additional members will fall into two categories, being "family nominated members" and "non family nominated members". None of these additional members will have voting rights in the sporting facility they become members of.



- 164 “Family nominated members” are persons who are living under the same roof as the “owner member” and who are younger than 7 at the beginning of the financial year of the sporting club to which these memberships refer.
- 165 “Non-family nominated members” are persons who are not living under the same roof as the “owner member”.
- 166 Children of the owner member who are younger than 7 at the beginning of the financial year of the sporting club will have membership of the sporting facility should the rules of the sporting facility allow them as members and are not included in the 5 additional members which can be nominated by the “owner member”.
- 167 The “Owner member” must first nominate all the “family nominated members” as part of the additional 5 members before they can nominate “non-family members” for the sporting facilities on the Estate. Where the “owner member” has more than 1 erf, then the owner member can nominated “non-family members” on the other erven they own without including any “family nominated members”
- 168 The “owner member” can change the non-family nominated members once a year at the beginning of the financial year of the sporting club, but within 7 days of the new financial year.
- 169 The golf club and other sporting clubs are entitled to make rules, which apply, to members of the Omeya Home Owners Association.
- 170 Members of the Association as members of the golf club and other sporting clubs are obliged to honor and abide by rules of the clubs which pertain to the presence of persons and other rules.
- 171 It is reiterated that the provisions of the memorandum and articles of association form part of these rules, mutatis mutandis.
- 172 It is recorded that part of the Omeya golf course is situated on portion 20 of the FARM GROSS HAIGAMAS NO 447, situated in the Settlement Area of Aris; and over which land the developer procured servitude for purposes of use of the land as part of a golf course. The provisions of the deed of servitude are available for inspection at the developer’s chosen domicile at all times. Members of the Association are obliged to note the provisions of the servitude and to comply strictly with their provisions.
- 173 The seller is entitled to sell, let, or otherwise dispose of the golf course erven and/or the club house erf to the Association to any other party without the purchaser’s consent and no consideration will be due to the purchaser by virtue thereof. In particular the seller is entitled to donate and transfer the said properties (after completion of the improvement on them) to the Association provided the seller pays the transfer costs. The purchaser, as a member of the Association, does not have the right to vote against such a donation agreement being concluded and hereby irrevocably authorizes the seller to vote on the purchaser’s behalf in favor of a resolution of the Association to this effect.

## **HEAVY VEHICLES - RESTRICTED**

- 174 No heavy vehicles (more than 10 tons) are allowed on the tar road. All vehicles must be single axle. No damage of any property, including the golf course will be tolerated. Any damage will be for the account of the owner of the property. Heavy vehicles in excess of 10 tons will only be considered upon approval of the Directors of the Home Owners Association in special circumstances where it is to the benefit of the Estate. No vehicles with a Gross Vehicle Mass (GVM) of more than 10 tons and no double axel vehicles shall be allowed on tarred roads.

## **DRIVEWAYS AND PARKING AREAS**

- 175 Home owners can use concrete or interlocking bricks for construction of their access roads from the main concrete road to the Homes. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Directors.

## **STREETSCAPE**

- 176 Building material may not be dumped on the sidewalks or other open spaces under any circumstances.
- 177 No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Association. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
- 178 Cement balls and other structures preventing reasonable parking on pavements are prohibited and will be removed. Repeat offenders will be fined monthly until the obstructions are removed.
- 179 No structures, vehicles or other objects may be erected or placed permanently or temporarily on any servitude or public area within Omeya unless prior, written approval is granted by the Omeya Chief Executive Officer. Application for such approval has to be submitted at least 8 weeks prior to the required date. Any such structure, vehicle or object may be either removed or clamped by any Omeya official and the offending party fined in terms of these rules.

## **ENVIRONMENTAL MANAGEMENT**

- 180 No rubble or refuse may be dumped or discarded in any public area, including the parks, streets, open areas and golf course other than in the receptacles provided for this purpose.
- 181 Flora of any nature may not be removed, destroy or collect on the Estate save with the consent of the Association. Where a tree must be removed for purposes of construction of the Home, access road and related services, prior approval must first be obtained from the Association before an owner and/or contractor may remove a tree Owners are requested to limit removal of any trees to an absolute minimum. Only on exceptional cases will approval be granted. Owners are requested to consider the trees on the erf before finalizing the layout of their home.
- 182 Fauna of any nature may not be chased or trapped on the Estate save with the consent of the Association.

- 183 Hunting and the trapping or shooting of birds is prohibited on the Estate. Fishing may be allowed in certain designated areas with the written consent of the Association and relevant authorities.
- 184 Backwash water from the swimming pool filter must be channeled into the sewerage system.
- 185 Swimming pools must be covered when not being used to conserve water. Swimming pools must be fenced as per Omeya Architectural Committee specifications.
- 186 Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and to claim payment of the expenditure from the owner or occupant together with interest at a rate which from time to time is equal to the HIGHEST prime rate of interest charged by a Namibian Commercial Bank plus 2% (two percent).
- 187 Residents are not allowed to dump any oil, chemicals, medicine or foreign objects into the toilets as it can damage the sewerage works and environment.
- 188 Saving water is critical for the future of an ecofriendly estate. Each resident will receive 30m<sup>3</sup> water as part of their monthly levy as per Annexure B. Any additional water utilized will be charged in terms of Annexure C. This fee is charged to discourage the use of excessive water.
- 189 Residents and guests are cautioned that the water in the streams and the catchment dams on the Estate are not safe for drinking or bathing.
- 190 A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than that in which they were found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and streets.
- 191 Residents are obliged to maintain their gardens in a neat, clean and manicured condition.
- 192 Vacant stands must be kept clean to the satisfaction of the Association. Owners are responsible to remove rubble dumped on their erven even if dumped by others.
- 193 Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and to claim payment of the expenditure from the owner or occupant together with interest at a rate which from time to time is equal to the HIGHEST prime rate of interest charged by a Namibian Commercial Bank plus 2% (two percent).
- 194 General refuse, garden refuse and refuse bags may not be placed on the pavement, except if they will be removed within a period of 8 hours.

## **ARCHITECTURAL STANDARDS AND GUIDELINE**

- 195 All building plans shall comply with the Architectural Guidelines prepared by the developer and applicable to the township, and must be approved by the Home Association in order to assure

such compliance. This applies also to any additions and alterations to existing structures. The Architectural Guidelines have details of standard and are contained in the attached document marked as such.

- 196 Building plans must be presented to the Architectural Committee in a format as prescribed by the Architectural Committee and must be in duplicate.

### **ALTERATION - GENERAL**

- 197 Before any authorized structural alterations are undertaken the period within which the work must be completed must be agreed with the Directors and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the agreed deadline or if the common property is damaged.
- 198 Any alterations shall be carried out in reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighboring sections.

### **EXTERIOR OF BUILDINGS**

- 199 No alterations, additions or decorations are allowed:

199.1. to the exterior of a dwelling, including radio/television, air-conditioners, aerials/satellite dishes or any other portion of the common property may be made without the prior written consent of the Directors and then only upon the terms and conditions contained in such consent. Should there in the opinion of the Directors be a possibility that an alteration or addition may affect the aesthetics of the structure or any servitude before granting their consent so such alteration or addition.

- 200 Requests for consent shall be made in writing to the Directors and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration. These plans and specifications must be done by an approved architect of the Association.
- 201 An owner or occupier of a residential dwelling shall be obliged to maintain all alterations, additions, and/or decorations made by him to the exterior of his dwelling in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 202 If an owner or occupier of a dwelling fails to comply and such failure persists for a period of 30 days after written notice to repair or maintain given by the Directors or the managing agents, the Association shall be entitled to remedy the owner's failure in question in such manner as it deems fit and to recover the costs of so doing from such owner.
- 203 Notwithstanding, any approval granted by the Directors, no alteration, addition or decoration to the exterior of a dwelling may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owner or occupier of a dwelling concerned to obtain any such necessary permit or approvals.

- 204 Should any alteration, addition or decoration obstruct any employee or contractor of the Association in performing any work on the common property or common property or common services the owner or occupier concerned shall be liable for any additional costs incurred by the Association in the performance of such work.
- 205 The owner or occupier of a dwelling used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, in the discretion of the Directors, is aesthetically displeasing or undesirable when viewed from the outside and which does not comply with the architectural guidelines.
- 206 The owner or occupier can only take occupation of a property once a final acceptance certificate has been issued by the Home Owners Association.

## **INTERIOR OF DWELLINGS**

- 207 No structural alterations of residential dwellings which may affect the strength of the structure including any alterations to plumbing and electrical installations may be carried out without the prior written consent of the Directors. The Directors may require a certificate signed by a Registered Professional Engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition.
- 208 An owner or occupier of a dwelling shall not be entitled to interfere with electrical installation and plug points, unless such work is undertaken by a licensed electrician.
- 209 Interior repairs and maintenance of whatever nature are the responsibility of the owner or occupier of that dwelling and neither the superintendent, if any, nor the managing agents, nor any employee of the Association are to be requested to attend to such matters.

## **LANDSCAPING**

- 210 Landscaping must be undertaken within the integrated landscaping language of the Estate.
- 211 The extent of paving, particularly to driveways, is to be limited to the choice of materials relating to those used in the adjacent public or Estate roadways and spaces, being brick paving, or exposed aggregate concrete. Driveway widths are limited to 6,000mm between avenue tree planting.
- 212 The planting of indigenous trees and shrubs is encouraged.

## **RESIDENTIAL LANDSCAPE GUIDELINES**

- 213 The character of the Estate's landscape is a rich blend of elements derived from the original farm, the residential pattern and the golf course. The nature of different areas around the Estate is reflected in various landscapes that is the complete environment described by paving's, enclosures, lawns and planting.

- 214 The Estate character is itself, by nature broadly diverse, but of a sufficiently large scale that enables smaller scale diversity to be absorbed and calmed by the strength of the overall structure. The farm and the agricultural elements of the Estate, have their own geometry and a style and selection of vernacular or historically correct plant material.
- 215 The residential gardens are an integral part of the Estate's landscape pattern and represent a substantial area. With the objective of encouraging continuity between gardens and streets and gardens and golf course, the following plant lists have been compiled. Certain plants are not permitted, either for reasons of design discord or pest and disease problems related to farming operation. The list of recommended plants is intended to guide owners to select plant material that is ecologically, aesthetically and practically appropriate to this area and its microclimate.
- 216 Residents can choose from 6 standard landscaping designs to implement in their gardens or design their own landscaping within the guidelines. It is strongly recommended to use the "present Landscape Designer" for these designs.

### **PRESCRIBED PLANT LIST**

- 217 An indigenous garden style is encouraged.
- 218 Street side gardens may best relate to the formality of the avenues and residential geometry. Gardens fronting the golf course may entirely, or in part, flow out into the out of play areas of the golf course and blur the distinction of the property line. Plants prescribed are appropriate to the micro-climate conditions of the site.
- 219 Homeowners are not permitted to extend their gardens beyond the demarcated boundary of their property.
- 220 Plants prescribed are as per attached list. Any indigenous plants may be used. Residents are however advised to take the climate of Omeya into consideration before planting any indigenous plants. Plants which are not indigenous or which are not on the attached list may not be grown on the Estate without the prior written approval by the Home Owners Association.

Latin Name	Common Name
Acacia albida	Apple-ring acacia, Winterthorn
Acacia erioloba	Camel thorn
Acacia gerrardii	Red Thorn
Acacia haematoxylon	Grey camel thorn (Vaalkameel)
Acacia hebeclada	Candle thorn (Trassiebos)
Acacia hereroensis	Bergdorn
Acacia karroo	Sweet thorn
Acacia luederitzii	Kalahari Acacia

<i>Acacia mellifera</i>	Black thorn
<i>Acacia robusta</i>	River-thorn
<i>Acacia senegal</i>	Driehaakdoring
<i>Acacia tortilis</i>	Umbrella-thorn
<i>Aloe variegata</i>	Kanniedood
<i>Buddleja glomerata</i>	Sneezebush
<i>Cadaba aphylla</i>	Swartstorm
<i>Carissa haematocarpa</i>	Karoo Num-num
<i>Catophractes alexandri</i>	Ghabbabos
<i>Celtis africana</i>	Witstinkhout
<i>Combretum erythrophyllum</i>	River bushwillow
<i>Combretum hereroense</i>	Mutumba
<i>Cussonia paniculata</i>	Mountain cabbage tree (Bergkiepersol)
<i>Diospyros lycioides</i>	Bluebush
<i>Dovyalis caffra</i>	Kei apple
<i>Euclea crispa</i>	blue guarri
<i>Euclea pseudobenus</i>	Wild Ebony
<i>Euclea undulate</i>	Common Guarri
<i>Ficus ilicina</i>	Rock-splitting Fig
<i>Grewia flava</i>	Velvet Raisin
<i>Grewia flavescens</i>	Sandpaper Raisin
<i>Grewia retinervis</i>	Mupundu
<i>Gummospora buxifolia</i>	
<i>Heteromorpha trifoliata</i>	parsley tree
<i>Lycium sp</i>	Matrimony vine
<i>Maytenus heterophylla</i>	spike-thorn
<i>Mundulea sericea</i>	Visgif
<i>Nymannia capensis</i>	Klapperbos
<i>Olea Africana</i>	Wild Olive
<i>Osyris lanceolata</i>	Bergbas
<i>Parkinsonia africana</i>	Green-hair Tree
<i>Phaeoptilum spinosum</i>	Brosdoring
<i>Plumbago capensis</i>	Cape Leadwort
<i>Rhigozum brevispinosum</i>	Gelber Kurzdorn
<i>Rhus lancea</i>	Karee
<i>Rhus leptodictya</i>	Rock Karee
<i>Rhus pyroides</i>	Fire-thorn Rhus

Rhus quartiniana	River Rhus
Rhus tenuinervis	Kalahari-taaibos
Salvadora persica	Mustard bush
Sanseveria aethiopica	Bowstring hemp (Wildewortel)
Schotia afra	Karoo Schotia
Sutherlandia frutescens/microphylla	Cancer bush
Tarchonanthus camphoratus	Camphor Bush
Terminalia sericea	Silver Cluster-leaf
Vangueria infausta	Nombumbu
Ziziphus mucronata	Buffalo thorn ("Wag 'n Bietjie")

## BOUNDARY WALL AND FENCES

- 221 Each erf situated on any boundary of the township will be made subject to the developers right (which will be ceded to the Association) to have the boundary wall and/or fence of the township erected on the erf. The erection thereof will be done in such a way as to ensure the minimum encroachment onto the erf, but the specification and dimensions of the wall or fence are in the discretion of the developer, provided the height and width thereof is reasonable, bearing in mind the security purpose thereof. The developer and/or the Association is/are entitled at all times to enter upon the relevant erven in the township on which the security wall and/or fences is/are erected in order to maintain and/or repair and/or replace such wall and/or fence or to inspect it.
- 222 In general the building of walls and fences between erven are not allowed and will only be consider in terms of the architectural guidelines.

## REPLACEMENT FUND

- 223 The Association will levy fees on the sale of erven and property as per Annexure B to raise funds for the sustainable development of Omeya Golf Estate. These funds will be utilized to expand on the capital facilities at Omeya.

## GENERAL

- 224 "Parents, guardians and people in loco parenting have the particular delegation to ensure, as far as it is reasonable within their ability that their children, children subject to their control and their visitor(s) adhere to these rules and regulations and may not allow them to act in breach thereof.

## PENALTIES FOR CONTRAVENTION OF ESTATE RULES

- 225 The Board of Directors will apply penalties for the contra version of rules as follows



225.1. First offence – letter of warning or fine at the discretion of Directors as per

Annexure A

225.2. Second offence – fine as per Annexure A.

225.3. Further repetition of same offence – Double the fine per incident or eviction from the Estate as per Annexure A.

The Board of Directors reserves the right to impose more severe penalties in terms of the Rules if the matter is considered to be serious and requiring stern action, i.e. for security transgressions or building without authorization.

226 The Directors shall be entitled to impose a fine between N\$500 (Five Hundred N\$) and N\$20 000 (Twenty Thousand N\$), depending on the severity of the offence. The Directors shall further have the power to suspend the playing rights of the homeowner of Occupier concerned.

## **LEGAL STATUS**

227 The conditions governing building activity, which is set out in this clause, are rules adopted by the Association and are therefore binding on all owners and other occupants and, through them, on their contractors and sub-contractors and other parties who are on the estate at their invitation. All owners are obliged to ensure that their building contractors and sub-contractors and other invitees are aware of these conditions and comply strictly with them. Owners are therefore obliged to include these conditions in their entirety in any building contracts concluded in respect of property in the estate (and to procure their inclusion in any sub-contract) and all such contracts may be required to be submitted to the Association for prior approval. The Association has the right to suspend any building activity in contravention of any of these provisions and the Association accepts no liability whatsoever for any loss sustained by an owner as a result thereof.

## **CONDITIONS WITH REGARD TO BUILDING ACTIVITIES**

228 Introduction

228.1. The main purpose of the following rules is to ensure that all building activity in the township occurs with the least possible disruption to residents. Owners are obliged to ensure that building and other contractors in their employ sign the Contractor's Code of Conduct prepared by the Association and strictly adhere to the stipulations thereof.

## **ARCHITECTURAL REVIEW COMMITTEE**

229 The Directors of the Home Owners Association shall appoint an Architectural Review committee, whose function it shall be inter alia

229.1. to ensure that all construction on the Estate is performed, based on approved plans of the Architectural Committee.

229.2. to ensure that the architectural and environmental design and maintenance manual or any

instruction in respect of the land is complied with at all time

230 The Architectural Review committee shall be constituted as follows:

230.1. An appointed Director with knowledge of construction drawings.

230.2. The Estate Architect appointed by the Directors of the Home Owners Association

230.3. The Chief Executive Officer of the Association or of the nominated persons

### **SCRUTINY FEES & SIDEWALK DEPOSIT**

231 Upon submission of the plans to the Association, the homeowner shall pay a fee for the scrutiny thereof and subsequent site inspection by the inspector appointed by the Association, together with a sidewalk deposit.

232 The amount of the scrutiny and inspection fee shall be dependent upon the nature and extent of the building work to be undertaken and shall be as determined by the Association from time to time. These fees are presently as follows see Annexure C for fees.

233 The Association reserves the right to charge an additional fee in the event of further consultations with the homeowner and/or his architect being necessary.

234 The sidewalk deposit shall cover the cost of any necessary screening during building operations and the cost of reinstating sidewalks or common areas should the owner or the building contractor fail to:

234.1. replant grass and/or damaged or destroyed during building operations;

234.2. remove rubble or rubbish left on the sidewalks or adjoining erven or common areas.

235 A sidewalk deposit shall be paid by the homeowners in respect of building work of whatsoever kind. Any work continuing for longer than 12 months, from months 13 an additional sidewalk deposit per month will be levied as per Annexure C. The association will retain amounts from the sidewalk deposits for damage caused during the construction process. At all times the sidewalk deposit must be kept at the minimum requirement as stated above. Where such deposit is depleted due to penalties levied or damage recoveries from the deposit, it must be reinstated to the required amount with 30 days of the levy/claim being made.

### **APPROVAL PROGRESS**

236 The procedures as set hereunder will apply to all building operations of whatsoever kind on the Estate (building work) and have been devised to ensure a harmonious development, a consistent architectural theme and to minimize the disturbance caused by building operation.

237 Two copies, A1 in size or folded in A4 plus 1 CD in DXF format of the drawings must be submitted to the Association for all proposed building work and a record will be kept of all plans submitted and the date of

submission. Plans should include at least a site layout, floor layout detail, four elevations, at least two typical sectors as well as on-going changes.

- 238 Plans to be handed in at the Omeya office and scrutinize fee paid.
- 239 The building plans shall then be passed on to the Estate Architect appointed by the Association who will scrutinize the plans to ensure compliance with the design criteria as set out in the manual issued by the Association from time to time.
- 240 Upon scrutiny of the plans, the Estate Architect shall indicate any proposed departures from the design criteria to the Home Owners concerned. In this event, the Home Owners shall be required to obtain letters of no objection from the affected neighboring proper owners as indicated by the Architect, prior to submission of the plans to the Architectural Review Committee. The committee shall not be in a position to consider the matter further without an appropriate written response from each affected neighboring property owner.
- 241 The Architectural Review Committee shall meet once a month on the third Monday of each month for the purpose of considering plans submitted for approval. All plans must be submitted at least seven days prior to each monthly meeting of the committee, failing which they will not be considered.
- 242 All plans submitted timeously at the Omeya Home Owners Association offices, and scrutinize fees paid shall then be subject to review by the Architectural Review Committee at its monthly meeting. Upon consideration of the plans, the Committee will then approve or reject the plans.
- 243 Upon approval of the plans by the Architectural Review Committee the Architectural Review Committee shall return a copy of the approved plans to the homeowner concerned who shall then be obliged to submit such plans together with the prescribed fees to the local authority for its consideration (City of Windhoek). Omeya Architectural Review Committee shall keep the other copy on file. The file will keep record of all correspondence approvals, deposits, penalties, inspections and changes. The Architectural Review Committee shall after each meeting prepare a report setting out its decisions in respect of all plans considered. This report shall be presented to the Board of Director at its monthly meeting as notification.
- 244 After registration of an erf into his/her name at the deeds office and upon receipt of the Local Authority's approval of the building plans and payment of scrutiny and sidewalk deposits, the homeowners may proceed with building work in accordance with the building by-laws, the standard building regulations and the approved building plan, the completing of security, procedures required for each builder and approval of the site plan layout. (Rule amended AGM 27 July 2015)
- 245 Where plans have been rejected by the Architectural Review Committee, the applicant can object to the Directors of the Home Owners Association.
- 246 The Directors of the Home Owners Association can either reject the plans or refer it back to the Architectural Review Committee with comments for reconsideration against the decision in writing to the Directors of the Home Owners Association.

- 247 The homeowner shall prior to the commencement of construction, nevertheless be obliged to furnish the Association with the following information in writing regarding the building work:
- 247.1. the name of the building contractor and any sub-contractors to be engaged to undertake the construction;
  - 247.2. the number of workmen to be employed on site, include the name and ID number
  - 247.3. the date of commencement of building work and the estimated duration lieu thereof.
  - 247.4. details of hoarding to be used.
  - 247.5. details of toilets which will be used for construction workers on site.
  - 247.6. details for workmen's overalls.
- 248 The information shall then be passed on to the chief of security on the Estate in order that access be authorized for the building contractors and their workmen. The Association reserves the right of admission of building contractors and their employees on to the Estate.
- 249 The homeowner and his building contractor will be obliged prior to commencement of the building work to meet with representatives of the Association and the security contractors in order to regulate the building activities. This shall relate inter alia to working hours, transportation routes, security procedures, the delivery and storage of materials the erection of screens and boards to minimize the visual impact during the building period, the positioning of portable toilets and the removal of rubbish.
- 250 Contractors are obligated to erect hoarding around the erf on which construction will take place before commencement of any construction activities. The hoarding specifications can be obtained from the Architectural committee.
- 251 Water and electrical connection fees are payable before construction can commence.
- 252 The Estate Architect appointed by the Association shall in conjunction with the management of the Association, regularly monitor compliance with the approved plans during the construction period. The cost hereof shall be included in the scrutiny fee paid by the homeowner. Appropriate written notice shall be given to the homeowner concerned where there is noncompliance with the approved plans. In such event, the Association shall be entitled to issue a "stop works" order and the building contractor shall then be obliged to cease construction on site until permission is granted by the Association to resume construction. The contractor shall further be barred access to the Estate pending permission to resume construction.

## **BUILDING TIMELINE**

- 253 Upon commencement of construction activities the building must be completed within 12 months thereafter. Any time in excess of 12 months requires approval from the Home Owners Association.
- 254 Any extension of time will be granted at a penalty as per Annexure A to a maximum of 12 months. This is to protect the privacy of Home Owners and discourage extension of building activity.  
(Rule amended AGM 27 July 2015)
- 255 No building may take longer than 24 months. Any construction of a building longer than 24 months, will be

at a penalty as per Annexure A.  
(Rule amended AGM 27 July 2015)

## GENERAL CONDITIONS DURING CONSTRUCTION

256 Contractor activity is only allowed during the following hours:

06h30 - 17h30 on normal weekdays

07h00 - 13h00 on Saturdays only with prior written permission from the Association and the neighbour if he/she is reside on his/her erf.

These times are called "public time".

257 NOTE: No contractor activity is permitted on Sundays and public holidays.

258 Special applications for contractor activity during private time must be lodged with the Association, together with the written approval of all contiguous neighbours, one week prior to the required private time activity.

259 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site. (The rubbish removal must be done by the contractor and not the Home Owners Association.)

260 The site is to be kept as free as possible of building rubble.

261 Where materials are off-loaded by a supplier on or partly encroaching onto the pavement or roadway, the materials must be moved onto the site by the contractor immediately. No material must be allowed to remain on the roadway or pavement and it is the contractor and owner's responsibility to clear the roadway of all such materials. The same applies to sand or rubble - washed or moved onto the road during building operations. The material shall not be dumped or stored on the site walk. It should be held inside the hoarding.

262 No dumping site is available for building rubble at Omeya. It must be dumped in Windhoek or Rehoboth.

263 Deliveries from suppliers must be scheduled in public times only.

264 It is incumbent on the contractor to provide proper mobile toilet facilities for workers.

265 Building boards may only be erected if they comply with the Association's standards, details that are available from the Association. No sub-contractor's boards are allowed. All boards must be removed upon completion of construction.

266 The owner and the contractor shall be responsible for damage to street edges and/or plants on the sidewalks and/or damage to private or estate property.

- 267 Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the Association may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub- contractor.
- 268 The contractor and owner undertake to comply with the above provisions in addition to any further provisions, which may be promulgated by the Association from time to time in the form of a written notification, and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.
- 269 Contractors and owners undertaken to complete the building project within the timeframe granted by the Association.
- 270 No sand, stone or firewood may be collected on the estate or any adjacent farming area during construction.
- 271 Water for construction purposes is available on the site at the water meter but will be charged to owners on a monthly basis.
- 272 Delivery vehicles must be identified by the owner or the construction foreman at the main gate before they may enter the property through the construction gate.
- 273 No hunting, wood collection or open fires are allowed.
- 274 Plastic bags, paper bags and any building litter must, at all times be stored in a neat, baboon proof container on site until it is removed from site.
- 275 Penalties per incident will be enforced on owners whose workmen breaking any rule during construction. The Owner of the property will at all times take responsibility of the construction site and penalties levied against construction workers will be for the account of the owner.
- 276 Owners must supply a deposit to the Association as per Annexure C before commencement of any construction activity. This deposit will be repaid once the construction project is complete on time and no incidents were recorded during the construction period. This deposit may be adjusted by the Association from time to time.
- 277 Contractors must fence off the building area to the satisfaction of the Association and remain within this area.

## **COMPLETION OF BUILDING**

- 278 Upon completing of the building work the homeowner shall be obliged to notify the association in writing of such completion. The architectural consultant shall then, on behalf of the Association, check that there has been compliance with the approved plans and furnish the Association with signed confirmation

thereof.

279 The unutilized portion of the sidewalk deposit will thereafter be refunded to the homeowner upon signed confirmation by the Architectural Consultant.



## ANNEXURE A

### PENALTIES WHEN RULES ARE TRANSGRESSED

#### DESCRIPTION OF TRANSGRESSION

1. Speeding – Exceeding the Estate speed limit of 40km/h	N\$ 1,000
2. Skipping stop signs and the disobeying of any law in terms of the Road Traffic Ordinance	N\$ 500
3. Driving without a license – Any engine powered vehicle (cars, two and four-wheel motor cycles, golf carts). This is in addition to any chase by the authorities	N\$ 1,000
4. Creating a public nuisance – Noise generated by music, electronic instruments, partying and the activities of residents and their employee	N\$ 500
5. Treating the security and other personnel in an abusive manner	N\$ 500
6. Any contravention of the Pet Policy (Amended GM 8 March 2016)	N\$ 500
7. Driving a vehicle in an off-limit area.	N\$ 500
8. Driving on the golf course, in parks and on pavements with any type of engine powered vehicle (except with a golf cart on the golf course).	N\$ 5,000
9. Noisy vehicles – Use of vehicle and motor cycles with noisy exhaust systems, other than entering or exiting the Estate	N\$ 500
10. Driving golf carts on the Estate without lights and reflectors after sunset.	N\$ 500
11. Illegal dumping by residents and contractor's – No rubble, refuse or building material shall be dumped or discarded in any public area	N\$ 5,000
12. Littering (by any person on the Estate).	N\$ 500



13.	Parking and/or storing trailers, boats, caravans, equipment, vehicle parts etc. in view from the street and/or golf course	N\$ 500
14.	Burning of rubbish on the Estate	N\$ 1,000
15.	Illegal parking – Parking on sidewalks and in the street opposite traffic islands	N\$ 500
16.	Using noisy equipment – Use mechanical equipment outside permissible hours	N\$1,000
17.	Driving on the estate outside designated areas with a vehicle weighing in excess of 10 tons without the permission of the Home Owners Association All vehicles must be single axle. (Plus paying for any damages)	N\$ 10,000
18.	Other transgressions in terms of the Estate rules by Contractors not stated in the above penalty schedule. This is per incident	N\$ 500
19.	Dumping foreign objects, oil, chemicals, medicine down the toilets	N\$ 500
20.	Penalty payable by owner when owners do not comply with Estate rules relating to the use of Estate Agents. This is applied on the selling price of property.	5%
21.	Not Complying to Architectural Guidelines, per item	N\$ 1,000
22.	Building longer than 12 months. N\$1000 for the first month escalating with 5% (Amended AGM 27 July 2015)	N\$ 1,000



## ANNEXURE B OMEYA LEVIES PER MONTH

### Residential Levies

1. The levy per month will be determined by the Home Owners from time to time per single residential plot, for residential erven.  
(Amended AGM 27 July 2015)
2. The monthly levies include:
  - 2.1 30m<sup>3</sup> of water per month. Additional charges will be levied for water in excess of 30m<sup>3</sup>.
  - 2.2 Garden design and maintenance as per the specifications of Omeya, but not the implementation cost of the garden.
  - 2.3 Security with cameras and 24 hour guards as well as maintenance, including the Perimeter fence and emergency response.
  - 2.4 Six Membership at the Golf / Sport Club
  - 2.5 Sewerage services
  - 2.6 Roads maintenance – on the estate
  - 2.7 WiFi Internet Access (not unlimited)
  - 2.8 Use of Omeya Shuttle services
  - 2.9 Use of Omeya Lounge for School children
3. Electricity on Omeya is prepaid and not included in the monthly levy.

### Townhouses Levies

4. For general residential plots, of a levy as annually approved by the AGM is payable monthly to the Omeya Home Owners Association for every 500m<sup>2</sup> of the specific plot.  
(Amended AGM 27 July 2015)  
*For example: The erf is 7,140m<sup>2</sup>. The Body Corporate will then be liable to pay 14,28 levies (7,140m<sup>2</sup>/500m<sup>2</sup>).*

5. The Body Corporate will receive the following included in their levies:
  - 5.1 Membership at the Golf / Sport Club
  - 5.2 Garden services relating to townhouses. These will be determined by the townhouse owners of each complex.
  - 5.3 30m<sup>3</sup> for every 500m<sup>2</sup> of the specific plot.  
  
*For example: The erf is 7,140m<sup>2</sup>. The Body Corporate will receive 428m<sup>3</sup> per month (14,28 x 30m<sup>3</sup>).*
  - 5.4 Sewerage services
  - 5.5 Security with cameras and 24 hour guards as well as maintenance, including the Perimeter fence and emergency response.
  - 5.6 Roads maintenance – on the estate
  - 5.7 Wi-Fi Internet Access (not unlimited)
  - 5.8 Use of Omeya Shuttle services
  - 5.9 Use of Omeya Lounge for School children



## ANNEXURE C

### OMEYA FEES FOR SERVICES

#### SECURITY

1. Security will be monitored by the Omeya Security Company. The company will monitor the fence perimeter and access points. Should a home owner require a security system at their home, the system may be integrated into the Omeya Estate security system.
2. Where a resident holds a fire arm, such firearm must be kept in an approved gun safe.

#### WATER

3. The first 30 m<sup>3</sup> of water used by a home owner is part of the basic fee. Water in excess of 30 m<sup>3</sup> will be charged at N\$ 30 per m<sup>3</sup>, while water in excess of the 50 m<sup>3</sup> will be charged at N\$ 50 per m<sup>3</sup>. Saving water is a critical part of an eco friendly estate.
4. A once of water connection fee is payable of N\$ 711 for every new registration of home owner or tenant.

#### ELECTRICITY

5. Pre-paid meters will be installed at all homes. The once of installation fee will be N\$ 3,450. The cost of electricity will be N\$ 1.15 per Kwh.

#### OCCUPANCY DEPOSIT

6. Every resident will be required to pay a deposit of N\$ 1,500 once they take

occupation of their property. This will include two garbage bins.

## **ASSESSMENT RATES**

7. Currently there are no assessment rates levied by the Regional Council/Local Authority. These rates will be payable by the owners of the erven, should such rates be established.

## **CONSTRUCTION AGENT FEES**

8. The once-off non-refundable accreditation fee for estate agencies: \$5,750
9. Annual subscription fee:  
\$1150

## **REPLACEMENT FUND**

10. A replacement fund is to be established as a disaster recovery fund. The fees payable to the fund are as follows:
  - 10.1. Sale of vacant erven by an owner
  - 10.2. 2% of the sales price of the vacant erf to Omeya Golf and Residential Oasis (Pty) Ltd for the Omeya golf course.
  - 10.3. 2% of the sales price of the vacant erf to the Omeya Golf Estate Home Owners Association for the Omeya golf estate.
  - 10.4. Sale of erven where the building has been completed to the satisfaction of the Association:
  - 10.5. 1% of the sales price of the property or sectional title to Omeya Golf and Residential Oasis (Pty) Ltd for the Omeya golf course.
  - 10.6. 1% of the sales price of the property or sectional title to the Omeya Golf Estate Home Owners Association for the Omeya golf estate.
11. This fund will not be applicable where the Association repossesses a property due to an owner violating the building clause or on the original sale of the erven by the developer.
12. Where a townhouse property developer sells a townhouse, the fees payable by the townhouse developer to the replacement fund is:
  - 12.1. 1% of the sales price of the sectional title to Omeya Golf and Residential Oasis (Pty) Ltd for the Omeya golf course.
  - 12.2. 1% of the sales price of the sectional title to the Omeya Golf Estate Home Owners Association for the Omeya golf estate.