



# MHLAMBANYATSI HOME OWNERS ASSOCIATION

## Village Rules July 2017



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## PREAMBLE

The primary objectives of the Mhlambanyatsi Home Owners Association (MHA) are, firstly, the promotion and enforcing of standards for community living so that the Occupants of the Mhlambanyatsi Village ("the Village") may derive the maximum collective benefit therefrom, and, secondly, the maintenance of basic aesthetic standards to enhance property values in the Village. It aims to provide Occupants with a superior quality lifestyle, offering safe values and harmonious community living.

The pride of the Village depends on the extent of the contribution of every Owner and Occupant towards maintaining a pleasant and safe environment as well as neat and attractive streetscapes.

The security of the Village is regarded as of paramount importance.

## PART I - GENERAL CONDUCT

### 1. Definitions

In these Rules, unless the context indicates otherwise, the following words and expressions have the meanings attached thereto:

- 1.1. **Employee:** Any person engaged on a regular basis in the Village by the EXCO, the Managing Agent, an Owner, a Building Contractor or a Service Provider, including a subcontractor and his workers.
- 1.2. **Clearance Certificate:** Issued by the MHA for the transfer of a property.
- 1.3. **The Executive Committee (EXCO):** Members of the MHA who are elected and appointed by the Developer and the MHA to manage the affairs of the Village.
- 1.4. **Levy:** The monthly subscription levied by the MHA to defray the costs of managing and administering the MHA and all communal facilities.



- 1.5. **Managing Agent:** The agent appointed by the EXCO to assist it with the day-to-day administration of the Village, its affairs, transactions and finances.
- 1.6. **Occupant:** Any person residing in the Village, irrespective of whether she or he is an Owner, a family member or relative of an Owner, or a tenant or boarder occupying property of an Owner in terms of a lease or any other arrangement.
- 1.7. **Owner:** The registered Owner of a property in the Village.
- 1.8. **Plot:** Any piece of land in the Village with its own number on the Surveyor-General's General Plan and the title of which is registered separately in the Deeds Office.
- 1.9. **Private Open Space:** Land reserved for the purposes of sport, playing, resting or other forms of recreation, the access to which is controlled by the EXCO.
- 1.10. **Service Provider:** Any person who performs a maintenance, installation or repair service in connection with a property in the Village, whether for himself or herself or on contract or subcontract for an Occupant or the MHOA.
- 1.11. **The Mhlambanyatsi Home Owners Association (MHA):** The governing body of Mhlambanyatsi Village of which membership is acquired through the purchase of a plot in the Village.

Words importing the masculine gender shall include the feminine and vice versa, the singular shall include the plural and vice versa, and natural persons shall include juristic persons and vice versa.

## 2. Owner's Responsibility

- 2.1. An Owner must ensure that all members of his family and tenants, boarders, visitors, employees, building contractors, subcontractors, service providers and delivery persons to his property comply with these Rules and the Village ethos set out in the Servitude, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy.
- 2.2. If an Owner sells or lets his property or any part thereof, he must ensure that the buyer, tenant or boarder is provided with a copy of these Rules.



- 2.3. An Owner may not use his property or any part of the Private Open Spaces or Common Facilities, or permit it to be used, in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the Village.
- 2.4. After having received reasonable notice from the Managing Agent, an Owner must allow a person authorised by the Managing Agent, to enter upon his plot to-
  - 2.4.1. repair or carry out maintenance of any pipes, wires, cables and ducts existing on the plot concerned and being used or capable of being used in connection with any Private Open Space or common facility, including the security system
  - 2.4.2. remove trees, shrubs and plants that obscure the view of motorists causing a traffic hazard.

### **3. Security Measures**

- 3.1. An Occupant is required to complete the prescribed form for a domestic worker, gardener or any other person to be employed by him or her in the Village on a regular basis, if the employee is not a resident of the Village.

An occupant who wishes to engage a domestic worker, garden worker, painter or any other such worker in the Village, must inform the Security Personnel at the Security Office of the intended engagement and provide them with the prescribed form to enable them to recognise the person concerned;

### **4. Levies**

- 4.1. Levies are due and payable monthly in advance on the first day of each month.
- 4.2. Levies will be determined by the EXCO in accordance with the Servitude.
- 4.3. It will be compulsory to sign a debit order in favour of the MHA for the collection of levies unless the EXCO decide otherwise. A penalty levy will apply to those who do not comply.
- 4.4. Interest will be charged on any outstanding levies at a rate determined by the EXCO.



## 5. Unightly Objects

- 5.1. An Occupant may not cause or allow any object, which includes but is not restricted to trailers, caravans, boats or any other vehicles, to be exposed on her or his property, which could, in the opinion of the EXCO, be considered unsightly or detrimental to the appearance of the Village when viewed from outside the property. A Parking Fine will be payable by a Member who transgresses.
- 5.2. A washing line must be screened properly and washing may not be hung out, in such a way that it is visible from a street or a common area.
- 5.3. An Occupant may not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of her or his property so that it is visible from outside the property without the written consent of the Managing Agent.

## 6. Traffic Control

- 6.1. Unless specifically stated otherwise in the Rules, the normal statutory traffic laws apply in the Village.
- 6.2. A speed limit of 40km/h applies in the Village with the exception of the MR19, which has a speed limit of 60km/h where there are no pedestrian crossings. A speed of 40km/h applies where pedestrian crossings are located along the MR19.
- 6.3. Pedestrians will at all times have the right of way and may utilise the road as a passage.
- 6.4. Vehicles must at all times be operated with the utmost care in the Village.
- 6.5. Vehicles may not be operated anywhere other than on the streets in the Village.
- 6.6. Vehicles that, in the opinion of the EXCO, produce excessive noise will be prohibited from entering the Village and/or being operated in the Village.
- 6.7. No motorised vehicle will be permitted in the public open spaces other than maintenance vehicles.
- 6.8. Non-roadworthy and unlicensed vehicles and unlicensed drivers may not use the streets in the Village.



6.9. Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.

## **7. Private Open Spaces, Common Facilities and Golf Course**

7.1. All Private Open Spaces and Common Facilities are for the benefit and use of all Occupants, who must be considerate and take care when using these areas.

7.2. Private Open Spaces and Common Facilities may not be damaged in any way.

7.3. Litter may not be strewn on Private Open Spaces or in Common Facilities, but must be placed in the litterbins where these are provided or removed.

7.4. Picnics are permitted in designated areas only.

7.5. No open fires or braais are permitted in Private Open Spaces unless specifically permitted.

7.6. No building rubble, refuse or unwanted articles or material of any nature may be dumped on Private Open Spaces or Common Facilities.

7.7. No trees or plants may be removed from or planted on Private Open Spaces without the written prior permission of the Managing Agent.

7.8. No motor vehicle may be parked on Private Open Spaces unless it is in a designated parking area within the Private Open Space. A Parking Fine will be payable by the Member or by the Member whose guest transgressed.

7.9. No trailer, motorcycle, golf cart, boat, caravan or similar may be parked on Private Open Spaces or designated parking areas within Private Open Spaces. A Parking Fine will be payable by the Member or by the Member whose guest transgressed.

7.10. The driving of golf carts on the golf course is restricted to people playing a round of golf. Non-golfers may not drive on the golf course.

## **8. Estate Agents**

8.1. An Owner must ensure that his mandated Estate Agent registers with the Managing Agent by completing the prescribed application form and paying the prescribed fee prior to commencing any selling or letting activity.



- 8.2. An Estate Agent may operate on a “by appointment” basis only and must adhere to the security arrangements in place.
- 8.3. Estate Agent's signage must be in accordance with the regulations determined by the EXCO and may be erected only after written approval has been obtained from the Managing Agent.
- 8.4. Only one “For Sale” or “To Let” sign per Agency may be erected at the property concerned.
- 8.5. If a property is on show on a particular day, the Estate Agent concerned-
  - 8.5.1. must provide the Managing Agent in writing with the detail of the property concerned on the last Wednesday preceding the intended showing
  - 8.5.2. may erect “On Show” signs on the sidewalk at the property on the show day only; and
  - 8.5.3. may on the show day distribute a pamphlet at the Managing Agent's office providing detail of, and directions to, the property concerned
- 8.6. “On Show” signs must be removed by 17:00 on the show day.
- 8.7. “For Sale” signs or “To Let” signs must be removed within 7 days after conclusion of a selling or letting agreement in respect of the property concerned.
- 8.8. The above rules do not apply to the marketing agent of the Developer.

## **9. Service Providers**

Service Providers will have to adhere to the security arrangements put in place by the MHA from time to time.

## **10. Maintenance of Properties and Streetscapes**

- 10.1. An Owner must maintain the external appearance of her or his property, including the buildings, outbuildings, boundary and/or retaining walls or fences and any other improvements on the plot forming part of the streetscape, to the satisfaction of the EXCO.
- 10.2. All external walls may be painted only in approved colours.





- 10.3. An Owner must maintain her or his garden and the sidewalk between the street boundary of her or his plot and the kerb, to the satisfaction of the EXCO.
- 10.4. Building rubble, refuse or unwanted articles or material may not be placed, stored or dumped on undeveloped plots or sidewalks.
- 10.5. Refuse bins may be placed on the sidewalk only in the morning of the day for which the refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the Occupant must remove the bin.
- 10.6. No trees or plants may be removed from or planted on sidewalks without the written prior permission of the Managing Agent.
- 10.7. An Owner may not allow trees, shrubs or plants in his garden or on the sidewalk between the street boundary of her or his plot and the kerb, to impede pedestrian traffic or obscure the vision of motorists.
- 10.8. An Owner must at all times maintain his undeveloped plot in a neat condition and cleared of growth, rubble, refuse and litter. If a stand is overgrown in the opinion of the Managing Agent the owner will be notified to rectify the matter. Failure to do so will result in the MHA clearing the stand and the expense will be loaded onto the owners levy account.
- 10.9. If a water tank, for the purpose of water harvesting, is installed on the plot the Owner is obligated to maintain the tank. If no water tank is installed, the Owner is obligated to install a water tank approved by the EXCO at Owner's expense as a condition of the sale of the plot. This is in line with the sustainable vision of the Village.

## 11. Pets

- 11.1. An Occupant may not keep more than a maximum of two dogs and two cats on his property without the written consent of the Managing Agent and shall not under any circumstances keep dangerous or aggressive dogs in the Village.
- 11.2. An Occupant may not keep in the Village-
  - 11.2.1. any poisonous, exotic or other undomesticated pets; or
  - 11.2.2. poultry, pigeons, aviaries, horses or livestock

- 11.3. An Occupant may in a special case on application to the MHA, in its sole discretion and on such conditions as it may determine, be allowed to keep a pet that would otherwise not be allowed.
- 11.4. Pets may not roam the Private Open Spaces or streets.
- 11.5. Pets must be tended and kept on a leash in Private Open Spaces and streets. A fine will be imposed on owners of pets who are found unleashed in Private Open Spaces and streets.
- 11.6. An Occupant must ensure that his pet does not create a nuisance or cause a disturbance.
- 11.7. An Occupant must immediately remove any excrement deposited by his pet outside his plot.
- 11.8. An Occupant must at least once a day remove any excrement deposited by his pet inside his plot.
- 11.9. Dogs must wear a collar fitted with a tag indicating the contact details of its owner. A fine will be imposed on the owner of dogs found un-collared outside the property of its owner and the dog may be transported and handed over to the Swaziland Animal Welfare Society at the expense of the owner.
- 11.10. Pets must be regularly inoculated and the certificate available on request by the Managing Agent.
- 11.11. Stray pets without tags will be captured and handed over to the relevant authorities.  
An Occupant may not neglect his pet by, for example, leaving it to fend for itself or failing to provide it with medical attention.
- 11.12. No person may inflict physical cruelty to a pet or subject it to violence.
- 11.13. No fireworks whatsoever are allowed in the Village with the exception of within zones allocated by the EXCO.

## 12. **Business Activities**

- 12.1. No person may conduct a business or practice a trade on or from a residential plot in the Village without the prior written approval of the EXCO.

- 12.2. If the applicant is not the Owner of the plot concerned, the written permission of the Owner for such an application must accompany the application.
- 12.3. The EXCO may determine the effect of a business activity on the infrastructure and security of the Village and may charge the Occupant accordingly.

### **13. Clearance or Other Certificates**

- 13.1. The Managing Agent may not issue a clearance certificate or any other certificate required for purposed of the transfer of a property if-
  - 13.1.1. the offer to purchase does not contain a clause binding the purchaser to the provisions of the Servitude
  - 13.1.2. all moneys due to the MHA have on the date of registration not been paid or provision has not been made to the satisfaction of the Managing Agent for the payment thereof; or
  - 13.1.3. there has been a breach of any of these Rules or of the Servitude that has not been remedied, or for the remedying of which provision has not been made, to the satisfaction of the EXCO.

### **14. Noise Levels**

As a general rule any excessive noise between the hours of 24:00 and 06:00 will be considered a disturbance and the MHA will have the right to enforce the peace.

### **15. Electricity**

Electricity is only available from the Village office by way of prepaid vouchers. It is not available at SEC outlets. Owners and Tenants can purchase electricity by means of cash or bank transfer. Payments by bank transfer require proof of payment upon collection of electricity vouchers. Electricity can be purchased during the following hours:

Monday to Friday = 7:00 to 20:00

Saturdays = 9:00am to 16:00

Sundays and Public Holidays = closed

## **16. Water**

- 16.1. Water meters are read monthly and billed to the Owner or Tenant's account at Swaziland Water Services rates.
- 16.2. Water conservation is a priority to the MHA. Owners and Tenants are asked to use water conservation methods such as watering cans and buckets instead of hoses. Owners are obligated to fix leaking taps or pipes hastily so as to prevent unnecessary water wastage.
- 16.3. The MHA shall be entitled to impose water restrictions and penalties for failing to comply with water restrictions where this is considered necessary.

## **17. Access to Surrounding Forests**

- 17.1. The Village is surrounded by working forests that are governed by the OSH and FEC regulations. Access to the Forest is not a right of anyone living in the Mhlambanyatsi. Access to the Forest is a privilege that will be granted according to rules and conditions only.
  - 17.1.1. No motor bikes or quads are allowed in the forest.
  - 17.1.2. All cyclists, walkers, picnickers and runners are required to contact the Managing Agent for permits to access the forest.
  - 17.1.3. Designated routes and places will be allocated for these activities. People need to stay on these designated routes and places in order to ensure a safe working environment in the Forest.
  - 17.1.4. Access to the forest without permission will incur a fine at the discretion of the Managing Agent.
  - 17.1.5. Repeat offenders will be banned from the Forest.

## **18. Addresses for Services**

Unless specified in written communication to the Managing Agent, the address for service of notices will be the address of the Owner's Occupier's plot in the Village

## PART II – APPLICATION OF THE RULES

### **19. General**

If a person fails to comply with a written notice from the EXCO to rectify, or desist from, a transgression of any of the Rules and such failure persists after expiration of the period specified in the notice-

- 19.1 the EXCO may impose the prescribed fine on the person concerned; and/  
or
- 19.2 the EXCO may remedy the failure for the account of the person concerned; and/  
or
- 19.3 the EXCO may apply for a court order at that person's cost to compel her or him to comply with the notice.

### **20. Failure of Owner to Maintain Property**

If an Owner fails to comply with a written notice from the EXCO to repair or maintain his property in a state of good repair as required by these Rules and such failure persists after expiration of the period specified in the notice-

- 20.1 the EXCO may impose the prescribed fine on the Owner, and/or
- 20.2 the EXCO may remedy the failure for the account of the Owner; and/or
- 20.3 the EXCO may apply for a court order at the Owner's cost to compel her or him to comply with the notice.

### **21. Vehicles**

If a vehicle is parked, standing or abandoned on any Private Open Space without the EXCO's consent, the EXCO may impose the prescribed fine on the owner of the vehicle; and/or after having given the owner of the vehicle written notice to remove the vehicle within the period specified in the notice, cause the vehicle to be removed or towed away at the risk and expense of the owner of the vehicle.

## **22. Action or Decision of Managing Agent**

An Owner who is dissatisfied with an action or decision of the Managing Agent may in writing request the Managing Agent to refer the matter to the EXCO for review.

The EXCO may in its sole discretion designate one or more of its members to meet with the Owner on the matter raised and resolve it, or to advise the EXCO on how to resolve it.

## **23. Matters Raised with the EXCO**

23.1. An Owner who wishes to register a complaint with, or to bring another matter to the attention of the EXCO, must do so in writing addressed to the Managing Agent and marked for the attention of the Chairperson: The MHA.

23.2. A matter so raised shall be included in the agenda of the next meeting of the EXCO.

23.3 The EXCO may decide to let the matter stand over to another meeting to allow its members reasonable time to acquaint themselves adequately with the details of the matter to be able to take an informed decision on it.

23.4. The EXCO may in its sole discretion allow the Owner or Occupier an opportunity to address it on the matter if it requires further clarification to enable it to deal with the matter.

23.5. The EXCO may in its sole discretion designate one or more of its members to meet with the Owner concerned on the matter raised and dispose of it or to report its finding and advice, if any, to the EXCO.

23.6. An Owner who is dissatisfied with the procedure followed by the EXCO in processing a matter raised by her or him with its decision on the matter, may –

23.6.1.raise it at the next annual general meeting or an ordinary general meeting or an ordinary general meeting called for that purpose; or

23.6.2. declare a dispute and request the appointment of a mediator.