



Bendor Village Home Owners' Association / Huiseienaarsvereniging
NPC
(Reg no 1995/011661/08)

Postnet Suite 058, Private Bag X9676
Polokwane, 0699

Fax 086 769 9978 / tel 073 725 0642
secretary@bendorvillage.co.za

6. Use of Residential Properties

All the residential properties in Bendor Village are zoned and intended to be used for residential purposes. To prevent the interference with the peaceful quality lifestyle that members have created in Bendor Village, no other use of the residential properties will be allowed.

6.1 No residential property may be used for any form of business of whatever nature, or the furtherance or promotion of any form of business or any other activity other than residential purposes, whatsoever.

6.2 No guesthouse, overnight accommodation, boarding house, retail or wholesale business, office or any other use other than for a residential purpose, may be conducted on any residential property in Bendor Village.

6.3 Residents using a residential property for the exercise of sport or a hobby, shall be entitled to do so on condition that:

6.3.1 The use of the residential property may not interfere with the rights of any other resident;

6.3.2 such use may not cause any noise, nuisance, or interference of whatever nature;

6.3.3 no unsightly items (such as motor vehicle parts, partly-built vehicles or other equipment or articles) may be visible from the street;

6.3.4 such activity will not be allowed if it causes an unusual number of persons (in the discretion of the Board) to require access to Bendor Village.

6.3.5 No rezoning, densification, concession and/or a subdivision application in terms of the Polokwane/Perskebult Town Planning Scheme relating to any residential property within Bendor Village may be affected, which may result in:

6.3.5.1 Any further densification taking place. A subdivision of a residential property may only take place with the approval of the members in a General Meeting, on recommendation by the Board of Directors, if the effect of the subdivision is that a density of one house per 700 square metres is not exceeded.

6.3.5.2 No apartment and/or townhouse complex, known as "Residential 2, Residential 3 or Residential 4 Property Use," as intended in the Polokwane/Perskebult Town Planning Scheme, may be established.

6.3.6 No member or resident may exercise his rights of usage of his residential property in such a way that it:

6.3.6.1 Interferes with the rights of other members or residents;

6.3.6.2 invades the privacy of other members or residents;

6.3.6.3 creates a nuisance to other members or residents; or

6.3.6.4 disturbs the peace of other members or residents at any time, whatsoever.

6.3.7 The maximum number of persons allowed to reside at any one time on a residential property shall not exceed the number of bedrooms as per approved building plans of the residential property, times two, subject to a maximum of eight persons per residential property, excluding domestics accommodated in separate facilities, but including children.

6.3.8 No animal, bird or reptile may be slaughtered in Bendor Village.

6.3.9 No harmful or inflammable substances may be kept in Bendor Village in any quantities that may reasonably exceed that which is required for domestic purposes.

6.3.10 Members may lease residential properties to tenants, with the prior written consent of the HOA and further subject to the following conditions: 10

6.3.10.1 Prior written confirmation must be obtained from the Board prior to the finalisation of a lease with a tenant. The proposed lease agreement must be submitted to the Board prior to conclusion thereof with the proposed tenant, with the information set out below.

6.3.10.2 The names and copies of identity documents of the proposed lessee and occupants intending to occupy the property with the lessee must be provided to the secretary.

6.3.10.3 The proposed lease must contain the names and identity numbers of the lessee and occupiers of the property in terms of the proposed lease;

6.3.10.4 the lease must include a clause confirming that the lessee confirms that the lease is subject to these rules and that the lessee undertakes to fully abide by the Company Rules.

6.3.10.5 The member is obliged to ensure that any tenant is fully acquainted with the Company Rules.

6.3.10.6 Access will only be granted to a prospective tenant after prior written approval is obtained as set out above and after prior arrangements have been made with the secretary to comply with security access requirements. Tenants arriving at Bendor Village without making the required prior arrangements, will not be allowed access.

6.3.11 Any form of public auction, jumble sale or garage sale on any residential property within Bendor Village is strictly prohibited.

6.3.12 The use of drones outside of the airspace immediately above the user's property or in any manner where it invades the privacy of any other member or causes any disturbance or nuisance, is strictly prohibited.

6.3.13 No firearm, airgun or any dangerous weapon may be discharged in Bendor Village.