



HOME OWNERS ASSOCIATION (B4-7-2024)

AGREEMENT WITH RESIDENTS FOR KEEPING OF SMALL TYPE/BREED DOMESTIC DOG/S.

Agreement entered into by and between:

1. PARTIES

Name: _____ ID. No: _____ Erf No: _____

Owner in NUM-NUM Cape Estate, Mossel Bay. Hereinafter refer to as the applicant

And

Name: _____ ID. No: _____ Erf No: _____

Appointed Trustee of the Home Owners Association of the NUM-NUM Cape Estate, Mossel Bay
Hereinafter refer to as the appointed trustee

2. AGREEMENT

The parties agree as follows:

- 2.1 That the small type/breed dog/s as described in paragraph 4. will be kept at the address provided and may not at any circumstance be given to any other resident in the Estate.
- 2.2 That the Owner of such pet/s hereby agree to abide by the Pet policy below.

3. PET POLICY

- 3.1 Home Owners are permitted to keep on their respective property, two small type/breed, domestic dogs. Although allowed by the rules, for administrative purposes written application must be made and permission obtained from the HOA before a dog will be allowed on Num-Num Cape Estate (The Estate). Permission will not be unreasonably withheld, provided that all HOA rules in respect of the keeping of dogs and cats (applicable on all previously approved cats and dogs) are complied with. Once a previously approved cat has died it may not be replaced. No new cats will be allowed on the estate.
- 3.2 The dogs or cats must not pose any danger or show aggression towards any person or animal on the Estate, they may not create any disturbance, noise or odours at any time or become a nuisance, and may be kept only if there is a suitable enclosed area for the dogs, in accordance with the Num-Num Cape Estate Architectural Guidelines, that prevents a dog from straying off their properties.
- 3.3 No aggressive dogs will be allowed on the Estate. An owner of a dog shall be obliged to immediately remove a dog from the Estate in the event that such dog causes a nuisance or displays aggressive behaviour. The Trustees reserve the right to prohibit, restrict or control the keeping of a dog which they regard as dangerous or aggressive or a nuisance.

- 3.4. The Mossel Bay Municipality by-laws relating to pets will be strictly enforced. In the light of neighbours' proximity and the openness of gardens, dogs need to be strictly controlled within the 900m² footprint on their property by residents. Dogs are not allowed to roam the streets, pathways, or common property.
- 3.5. No dog or cat may be walked freely, or on a leash, on any of the streets, pathways, or common property / area of the Estate.
- 3.6. At all times, and particularly at night, dogs must not create a disturbance or become a nuisance and should not be left unattended or outside.
- 3.7. The natural fauna on the Estate is to be protected and must not be chased or harassed or attacked by dogs or cats. If any person or animal is attacked, the dog or cat will immediately be removed from the Estate. There will be no warning or fining process after any offense of this nature.
- 3.8. Dog excrement left outside the owner's footprint area must be removed immediately. Failure to do so means the dog's owner will be liable for an immediate spot fine, as stipulated in the House Rules. Owners of cats should provide them with cat trays with sand to discourage or prevent the cats from polluting the environment outside their foot print.
- 3.9. Every dog must wear a collar with a tag indicating the name of its owner and a contact number. Cats must wear a bell on the collar with a tag indicating the name of its owner and a contact number. Stray dogs and cats without identification will be apprehended and handed to the Municipality Pound or SPCA.
- 3.10 All dogs and cats must be spayed or neutered.
- 3.11 The Trustees reserve the right to have a dog or cat removed from the Estate should it become a nuisance or display aggressive behaviour towards people or any of the animals on the Estate.
- 3.12 An independent contractor contracted by the Trustees shall carry out the removal of the undesired dog or cat. The cost of the removal shall be for the account of the owner and shall be charged to the owner's levy account.
- 3.13 The Trustees have an unfettered discretion in the removal but will not exercise the right without first having directed a notice to the owner furnishing details of the complaint and afford the owner a reasonable opportunity to eliminate the cause of the complaint, except in the case of the chasing or killing of any animal in the Estate. If the matter is not resolved or the transgression keeps recurring, the Trustees will have the right to request the member to remove the dog or cat from the Estate and the owner will then be obliged to do so.
- 3.14 For any transgressions in terms of the House Rules for the keeping of dogs and cats, the member will be liable for a fine by the Trustees in accordance with the Transgression schedule and process defined in the House Rules.
- 3.15 The respective member takes full responsibility for his dog(s) and / or cat(s) as well as any liability that should arise if a dog or cat belonging to him, causes damage to any animal, to the common area, or to any property of other homeowners, and/or any person in the Estate.
- 3.16 The Num-Num Cape Estate, through the HOA, does not accept any responsibility for any dog or cat, nor does it hold itself liable for any damages caused by any dog or cat.
- 3.17 Visitors/tenants are not allowed to bring any animals onto the Estate, with the exception of a guide dog.

(Amended November 2023)

3 PARTICULARS OF PET/S

Pictures

1st Pet

Type/Breed: _____

Call Name: _____

Age: _____ (years)

Picture to be posted in the space provided

2nd Pet

Type/Breed: _____

Call Name: _____

Age: _____ (years)

Picture to be posted in the space provided

THUS, SIGNED ON THIS DAY _____ OF MONTH _____ 20____
AT NUM-NUM CAPE ESTATE, MOSSEL BAY.

AS WITNESSES:

1. _____

Resident Name:

Resident Signature:

1. _____

Appointed Trustee Name:

Appointed Trustee Signature: