

**WELGELEGEN VILLAGE  
HOME OWNERS ASSOCIATION**

**RULES AND CODE OF CONDUCT**

**1. USE OF PREMISES**

- 1.1 Owners shall use or permit their properties / unit to be used only for residential activities unless specifically authorised by the Home Owners Association and then only in compliance with Municipal regulations.
- 1.2 Residents are at all times responsible for the actions of their domestic servants and all such servants must be registered with the Home Owners Association before they would be allowed access to the scheme.

**2. MOTOR VEHICLES**

A Resident shall comply with the following:

- 2.1 Only park or allow their visitors to park in the areas specifically demarcated for that purpose.
- 2.2 Not repair or recondition motor vehicles on the property.
- 2.3 Only wash motor vehicles on that portion of the property designated for that purpose.
- 2.4 Not travel at speeds in excess of 40 kilometers per hour on the property.
- 2.5 Garage motor vehicles at all times so as to leave maneuvering space for access to neighboring garages.

**3. OTHER VEHICLES**

- 3.1 Bicycles, motor cycles, roller skates and skateboards, etc, may not be left on any portion of the common property or on any portion of the unit where it is visible to any Resident. Caravans, trailers and boats may not be left on any portion of the common property without the prior approval of the Home Owners Association.
- 3.2 The use of soap box carts, skateboards, roller skates, etc, on the common property is prohibited.

**4. LAUNDRY**

- 4.1 Washing may be hung out to dry only in the areas specifically set aside for that

purpose.

4.2 Washing hung out to dry is at the sole risk of the person so doing.

## **5. REFUSE REMOVAL**

5.1 A Resident shall maintain in a hygienic and dry condition, a rubbish bin for refuse within his unit, his exclusive use area, or on such part of the common property as may be authorised by the Home Owners Association in writing and shall ensure that before refuse is placed in such rubbish bin, it is securely wrapped, or in the case of tins or other containers, completely drained.

5.2 The Resident shall put such rubbish bin within the area and at the times designated by the Home Owners Association for the purpose of having the refuse collected and after the refuse has been collected, promptly return such rubbish bin to his unit or other designated area.

5.3 Should Residents or their domestic staff take refuse directly to the refuse removal areas, such refuse shall be deposited in the municipal containers provided.

## **6. NOISE**

6.1 Noise should be kept to a minimum at all times.

6.2 Motor hooters may not be used on the common property.

6.3 Radios, musical instruments, record players and TV sets must be used in such manner as not to be heard in adjoining sections or on the common property.

6.4 The use of lawn mowers, power- and other tools which may impinge on the peace of others must be limited to the periods 09h00 to 18h00 on all days other than Sundays, when no such activities will be allowed. The Home Owners Association will have the right to determine that any noise complained of is excessive and to require that its continuance cease.

## **7. GARDENING AND PLANTS**

Residents are not permitted to plant shrubs, flowers, trees on the common property.

## **8. PRIVATE GARDENS**

8.1 A private garden will be established by the developer at its cost at each residential unit, which garden will be maintained by the Home Owners Association. The member however will be entitled to beautify the garden with the written consent of the Home Owners Association.

- 8.2 Gardening tools and other equipment must not be kept in any place where they will be in view from other units or any portion of the common property.
- 8.3 Braaivleis equipment is only permissible in front of a dwelling /unit when in use.

## **9. PARKING AREAS**

No articles other than motor vehicles or motor cycles may be kept in carports, should carports exist or be erected in future.

## **10. CHILDREN**

- 10.1 No ball games are permissible on areas other than those specifically designated for that purpose.
- 10.2 Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or the property of other Residents. In particular, children may not interfere with the post boxes, plants, decorations, name plates, fire hose reels, exterior lights, etc.

## **11. ACTIVITIES ON COMMON PROPERTY**

- 11.1 No hobbies or other activities may be conducted on the common property if they constitute a nuisance to other Residents.
- 11.2 Hobbies and other activities which cause undue noise are not permitted at all.

## **12. SERVANTS**

Residents must ensure that their servants do not:

- 12.1 Loiter on the common property.
- 12.2 Cause undue noise.

## **13. PETS**

- 13.1 Subject to the rules set out herein and to such revision thereof or additional conditions as the Home Owners Association may from time to time prescribe, the residents may keep pets referred to in 13.4 below;
- 13.2 As a general and overriding rule, all pets should be controlled by their owners to ensure that they in no way constitute a nuisance to other residents;
- 13.3 The Home Owners Association shall have the right to act against owners who fail to prevent persistent barking by dogs or the howling by cats, or whose pets create any nuisance;

No resident shall be permitted to keep more than:

- i. one small dog and/or cat;
  - ii. two small dogs;
  - iii. two cats;
  - iv. such other pets as may be specifically approved by the Home Owners Association in writing;
- 13.4 Dogs allowed outside the dwelling unit, shall at all times be kept on a leash, and it shall be the responsibility of the resident in charge of a dog to clear up any of its fouling of the common property;
- 13.5 No pets may be left in a dwelling unit unattended for any reasonable length of time;
- 13.6 No female animal may be kept in any section unless it has been spayed and no tomcat shall be allowed in any part of the Village unless neutered. There shall be no departure from these rules;
- 13.7 Residents must erect a fence at the back outside their dwelling unit to restrain their pets on condition that a plan indicating the type, size, pattern and layout of the proposed fence must have been approved by the Home Owners Association in accordance with the Architectural Design Guidelines;
- 13.8 In the event of a persistent breach of these rules and the Home Owners Association so decides the pet owner concerned may be called upon to remove the pet from the Village within a period as specified by the Home Owners Association, in its sole discretion.

#### **14. VISITOR AND TENANTS**

The residents of a section are liable for the conduct of their visitors and/or tenants and they must ensure that these Rules are adhered to.

#### **15. BUSINESS ACTIVITIES**

- 15.1 No business professionals or trade may be conducted on the property.

- 15.2 No auctions or jumble sales may be held on the common property or at a dwelling unit.
- 15.3 No advertisements or publicity material may be exhibited or distributed in the building without the written consent of the Home Owners Association.

## **16. EXTERIOR**

- 16.1 No air conditioning units which are visible from outside may be installed.
- 16.2 No decorations may be attached to a unit and the exterior of a unit may not be painted or otherwise treated, unless specifically authorised by the Home Owners Association.

## **17. INSURANCE**

A Resident shall not do or permit anything which invalidates or increases the premiums in respect of the insurance of the unit against loss or do anything which makes an insurance claim unenforceable.

## **18. DAMAGE, ALTERATIONS OR ADDITIONS**

- 18.1 A Resident shall be liable, at his cost, to maintain the dwelling / unit, as well as all electrical installations, including but not limited to the stove, geyser, and other elements and also drainage and sewerage works in the dwelling / unit and shall at all times maintain the dwelling unit in a good condition.
- 18.2 A Resident shall pay all service charges as well as the costs of electricity and water incurred in respect of the dwelling / unit.
- 18.3 A Resident shall not alter or add to the dwelling / unit or any portion thereof without the prior written consent of the Home Owners Association.

## **19. TELEVISION AERIAL**

A Resident shall not install an external television aerial.

## **20. USE OF DWELLING / UNIT**

No Residents shall:

- 20.1 Allow any person to occupy or use the unit or any portion thereof without the Home Owners Association's prior written consent thereto;
- 20.2 Permit permanent occupation of more than 2 persons per bedroom without the consent of the Home Owners Association.

20.3 A property dwelling unit shall be occupied only by the nominated occupant[s] being 50 years of age save if the occupant's spouse is less than 50 [fifty] years of age, no occupant who is less than such age may reside on this property and no member shall allow his property to be occupied by a person who is less than such age unless such person's spouse is less than such age and any other occupant less than 50 [fifty] years shall not without the written consent of the Home Owners Association occupy a dwelling unit.

## **21. LEVIES**

A Resident shall be liable to pay interest on any levy not paid on due date at the rate of 2% (two per centum) per month or part thereof for so long as such levy shall remain outstanding.

## **22. SELLING AND LETTING OF PROPERTY**

22.1 The onus is on the owner who sells his property to provide the purchaser with a copy of these rules at the time the sale is concluded. It will be assumed by the Home Owners Association that new owners are in possession of these rules and that they are fully conversant therewith.

22.2 No property may be occupied by anyone other than the registered owner and his family unless he or she has signed a copy of the Conduct Rules as proof that he or she accepts the fact that he or she will be bound thereto.

## **23. SUNDRY PROVISIONS**

23.1 Cigarette ends and other objects may not be thrown from windows, stoeps and patios.

23.2 The gardeners and cleaners employed by the Home Owners Association may not be employed to do any private work for Residents, unless specifically authorised by the Home Owners Association.

23.3 No firearms or pellet guns may be discharged on the common property except in cases of emergency.

23.4 No stones or other solid objects may be thrown on the common property.

23.5 Should any damage of whatsoever nature be caused to the common property by the resident, his family, his tenants, his visitors or his pets or those of his family, his tenants or his visitors, the Resident shall be liable to reimburse the Home Owners Association for the cost of repairing such damage.

## **24. SECURITY**

24.1 owners and occupiers must observe strictly all security precautions as notified by the committee in their directives;

24.2 owners and occupiers must inform the managing agent of their arrangements for all

intended temporary absences for the Welgelegen Estate;

- 24.3 owners must lodge permanently with the managing agent labelled keys giving access to their units for safe deposit in his office and solely for use by him or under his instructions in cases of emergency which he deems to necessitate such access, which use shall be reported to the owners or occupier at the earliest opportunity;
- 24.4 owners and occupants are requested to test their alarm system on a regular basis to check that the installation is in good working order;
- 24.5 the storages of inflammable, explosives, or otherwise dangerous liquids or materials that may create a hazard effecting insurance premiums is strictly prohibited;
- 24.6 inflammable materials may not be accumulated or burnt on the common property;
- 24.7 owners and occupiers may not interfere with the communally owned electrical installations whether affixed to their dwelling or elsewhere;
- 24.8 all persons operation the security gate, whether driving or walking, must strictly follow the procedures published by the committee in directives;

## **25. SIGNS AND NOTICES**

No resident of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a unit, so as to be visible from the outside of the unit without the consent of the Home Owners Association.

## **26. SETTLEMENTS AND DISPUTES**

- 26.1 in the first instance, any complaint by one resident against another should be the subject of polite personal communication between the parties concerned; there are really few complaints which cannot be resolved in this way. Only after the residents concerned have satisfied themselves, by reference to the relevant rules that there are reasonable grounds to pursue the complaint, should any approach be made
- 26.2 should it emerge that the matter cannot be resolved, the complaint should then, and only then, be submitted in writing to the managing agent. In the event that he is unable to resolve the dispute, it will be referred to the Home Owners Association who will act as arbitrator. Their decision given in good faith shall be regarded as final.

## **27. HOUSE RULES**

The Home Owners Association may from time to time make such house rules as are deemed necessary and desirable for the general wellbeing of residents. inter alia those relating to the use of common areas and other recreational and exercise facilities.

## **27. HOA FINE STRUCTURE**

The following guidelines will apply regarding penalties and fines for any transgression or non-compliance with the Welgelegen Village House Rules, Constitution and Builders Code of Conduct.

27.1 Transgression or non-compliance to Welgelegen Village HOA House Rules or Constitution:

- 1st offence or non-compliance/rectification if a written or oral warning were issued – Fine equal to 50% of monthly levy
- 2nd offence or non-compliance/rectification after issue of first fine – Fine equal to 100% of monthly levy
- 3rd and subsequent offences for non-compliance/rectification – Fine equal to 150% of monthly levy

27.2 Arrear Accounts with HOA

- No interest charged for current accounts
- Interest charged at prime plus 3% from 30 days and over
- 60 Days and over
- Handover to collection agent/attorney for collection
- Managing agent to charge 50% of levy to debtor for hand over as an administration charge
- All external costs incurred in the process of collecting outstanding amounts will be for the account of the debtor
- Payment plans, if agreed in writing, can never exceed 3 months
- All accounts over 150 days to be handed over for an execution auction of the property

27.3 Occupation of dwelling before HOA occupation certificate has been issued:

- If a property is occupied before an occupation certificate is issued an immediate fine will be issued equal to 300% of the monthly levy (including penalty levy) and owner will have 30 days to rectify.
- Should the owner still be in breach after 30 days, a further fine equal to 300% of the monthly levy (including penalty levy) will be issued and the Municipality will be notified of the unlawful occupation

27.4 Transgression or non-compliance to the Builders Code of Conduct:

- 1st offence or non-compliance/rectification if a written or oral warning were issued – R500
- 2nd offence or non-compliance/rectification after issue of first fine – R1,000 plus discontinuation of all construction activity until fine has been paid and transgression rectified
- 3rd and subsequent offences for non-compliance/rectification – R1,500 plus discontinuation of all construction activity until fine has been paid and transgression rectified

27.5 General application:

- Spot fines for traffic violations, astray animals, continuous barking of dogs, or transgressions by visitor, sub-contractors or delivery trucks. Fines to be determined by estate manager taking the transgression, damage to property and degree of offence into consideration
- All fines can be appealed in writing to the Estate Management Committee – after all fines are paid and adherence given to written warning