



Voortrekkerpark
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CONDUCT RULES

IN TERMS OF THE CONSTITUTION AND LEASE AGREEMENT (WITH ANNEXURES) OF THE
VOORTREKKER PARK HOME OWNERS ASSOCIATION

VERSION: 1.0

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1. INTRODUCTION

Voortrekker Park Residential Complex has been developed / designed as a holiday and residential estate to provide a pleasant lifestyle for all its members and residents.

The Home Owners Association (HOA), Members and Residents are governed by these Conduct Rules. The **Management Rules** are imbedded within the Constitution.

To protect and enhance this lifestyle, Conduct Rules have been established in terms of the City of Cape Town (CoCT) Constitution and Rental Agreement of the Home Owners Association. These Rules are not established to limit member's lifestyle and investment, but rather to protect it.

These **Conduct Rules** may be modified, amended, or repealed from time to time by the Home Owners Association (HOA) or CoCT, subject to the procedure laid down in the Constitution.

2. BINDING NATURE

- 2.1. The **Rules** are binding on all persons residing at or visiting Voortrekker Park Residential Complex, as are decisions taken by the HOA in administering them.
- 2.2. The registered owners of properties are responsible for ensuring that members of their household, tenants, visitors, invitees and all their employees, which includes contractors, trade persons and suppliers, are aware of and abide by the Rules.
- 2.3. Tenants have the same responsibility with respect to their household, visitors, invitees and employees.
- 2.4. If any person referred to in rule 2.2 and 2.3 above, causes damage to the common property, the **member concerned** shall be liable to the HOA for damages caused.
- 2.5. In the event of disagreement between members, the parties involved should attempt to settle the issues between themselves, exercising **tolerance and consideration**. Where matters cannot be resolved, it should be brought to the attention of the HOA Committee.
- 2.6. A Community Schemes Ombud Services (CSOS) ombudsman has been appointed to mediate in unresolved matters.
- 2.7. Legal action may be considered and instituted by the HOA Committee in accordance with the **Rules**.

3. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

3.1. In these **Rules**, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions are defined in the Constitution of the HOA, shall bear the same meaning in these Conduct Rules as in the Constitution ratified by CoCT.

Unless the context otherwise requires any words stating the singular number shall include the plural number and vice versa, and words stating any one gender only shall include the other gender as well as juristic persons. In particular, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- A **Homeowners Association Committee** is the **governance body (function)** of a common interest development. This governance body is given the authority to enforce the covenants, conditions, and restrictions of managing the common amenities and aesthetics of the development.
- **Homeowners Association** is a non-profit association and is subject to statutes that govern non-profit Homeowner Associations. All home owners (**Members**) automatically belong to the HOA. The HOA Body elect the HOA Committee as required in the Constitution.
- The **VPHOA** means the Voortrekker Park Homeowners Association
- The **Common Areas/Property** means the land owned by the CoCT and will include all services (whether Municipal or otherwise) constructed therein.
- The **Complex** means the portion of Voortrekker Park Holiday Resort allocated.
- **Member** means a member of the Association. The term “member” generally has the same meaning as “Home owner” but is more exact and ties in with the Constitution. For this reason, “member” is used in preference to “home owner”, “unit owner” or “owner”.
- **Committee** means the HOA Management or Executive Committee which acts **on behalf** of the Home Owners Association.
- **Vehicle** means any form of conveyance, whether self-propelled or driven by machine or person.
- A **Pet** means any animal kept for companionship and enjoyment.
- The **Managing Agent** means any company or representative of said company that may/has been appointed by the HOA to manage the affairs or some affairs for the Association.
- **Contract Worker** means a worker that is contracted on a temporary or part time basis by a Member, Tenant, the Committee, or the Managing agent to deliver a service, e.g. Building Contract Worker, Cleaner, etc.
- **Employee** means a worker that is contracted on a full or part-time basis to a Member, Tenant, HOA Committee, or the Managing Agent, e.g. Domestic Worker / Maintenance Worker.
- **Policy** means any set of instructions to govern or describe a particular methodology. Policies may be amended or changed from time-to-time by the HOA committee.
- **Rules** means these Conduct Rules or the Abbreviated Rules.
- **“Erf”** means the area of land rented by a member from CoCT.
- **Notice** means a notice of non-conformance issued by the HOA Committee.

3.2. It shall be the responsibility of every **Member** to ensure that all members of their household, contractors, employees, tenants, invitees, guests, paying or otherwise, are fully aware of the **Rules**. In the event of any breach of the Rules, such breach shall be deemed to have been committed by the **Member** himself / herself.

3.3. A **notice of non-conformance** (notice) in terms of these Rules shall be in writing and shall be given by the HOA Committee to the member, tenant or resident (where applicable) either personally or by post in a prepaid registered letter properly addressed to the member at his domicilium citandi et executandi or to the resident (where applicable) at the street address of his/hers choice. Any **Notice** by post shall be deemed to have been given at the time when the letter containing the same was posted. In proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice by post, was properly addressed, and posted. Notwithstanding, it shall be competent to give any notice to a member or resident (where applicable) by modern electronic

media. A member or resident (where applicable) must advise the **Committee** in writing of the member's e-mail address or electronic communication number. **Notice** shall be deemed to have been properly given on the **date of transmission** thereof to the elected e-mail address or electronic communication number of the member or resident (where applicable).

4. SALE OF UNIT

4.1. A Member who wishes to sell his unit shall ensure that his sale agreement includes provisions in terms of which:

- The purchaser **agrees to become a member of the Association** upon registration of transfer (session) of the unit into the purchaser's name.
- The purchaser agrees to be **bound by the provisions** of the Constitution, CoCT Rental Agreement, Annexures and the Conduct Rules.
- **Complete all documentation** required by HOA Committee and CoCT.

4.2. No "For Sale" signs, nor any other advertising methods will be erected inside or outside the complex without written consent of the HOA Committee.

4.3. A member is **obliged to notify** the HOA Committee and/or Managing Agent in writing of the intended and ultimate sale of their unit. All documents must be requested from the HOA Committee **before** the transaction can take place. Refer to the applicable Policy for the process and documentation required.

5. LETTING AND OCCUPATION OF PROPERTIES

5.1. Units may be used for holiday or residential purposes and no person may **conduct a business** or **practice a trade** from the unit. Specific minor trades may be approved by the HOA Committee. The written consent of **adjacent members must** be obtained before approaching the HOA for approval.

5.2. No member shall permit the number of persons residing in the unit to **exceed two (2) persons per bedroom of the unit**

5.3. Owners who contravene the section above, by allowing more than one family to occupy each unit / "erf" may be charged a **monthly fine or penalty**.

5.4. **Tenants** to whom properties are let or leased are **obliged** to abide by the Rules. The **agent / member** who is letting, is **obliged** to supply the tenants with a **copy** of the Conduct Rules as well as the Abbreviated Rules.

5.5. All **lessees of units** and other persons granted rights of occupancy by a member, shall be obliged to **comply with these Rules**, notwithstanding any provision to the contrary contained in or the absence of provisions in any lease or any grant of rights of occupancy.

5.6. **Within fourteen (14) days** after concluding a lease agreement or occupancy arrangement in respect of a member's property, the member shall furnish the HOA Committee with the **names and surnames of the lessees** or occupants of his unit, their contact details and such further particulars as the HOA Committee may request.

5.7. When a member uses an Estate Agent to let a unit, the member should furnish the HOA Committee with full **details of the Estate Agent** (Name, Surname, Company and Telephone number). The HOA Committee may **not insist** on the use of **specific** estate agents.

5.8. Access may be denied to an estate agent who transgresses the Conduct Rules.

5.9. **Tenants** to whom properties are let or leased, should **address their complaints** or problems directly **to the owner (member)** of the property they are letting, or the **agent** used by the owner. Under **no circumstances** must the **tenant** contact any HOA Committee member/s or Managing Agents of the **HOA to address their problems**.

6. PROPERTY / BUILDING ALTERATIONS

6.1. Approval of any proposed alterations is to be obtained from the HOA **Committee and neighbors** **before submission of plans** to CoCT for approval. **At this stage there are specific restrictions on**

alterations / additions and there are on-going negotiations between the HOA Committee and CoCT regarding this.

6.2.No member may place **any attachment** or do **any alterations** or upgrading the outside of his unit, including but not limited to, all attachments, screens, satellite dish or air-conditioning units, solar panels, etc, without the written approval of the HOA Committee. Members shall submit the request to the HOA Committee in writing and the following is required:

(a) Submission and request for approval of detailed plans to the HOA Committee.

A unit owner is at liberty to make any alteration **inside** his / her unit, **provided** it does not affect the **structural integrity** of the unit. As the HOA committee members are no experts on this aspect, the following is required:

(b) Submission and approval of (HOA scrutinized) plans to the Municipality. The HOA committee will add their comments. **At this stage the CoCT / Local Municipality will or might not approve any alterations.**

6.3.All building work undertaken by a contractor or by the member must be done **between 08h00 to 18h00 weekdays and 08h00 to 16h00 on Saturdays**. No contract workers on site or construction to be done on public holidays and Sundays, unless specifically approved by the HOA Committee.

6.4. Members and tenants are responsible for the maintenance, neatness and cleanliness of their units and the paving and roadway in front of their units, as well as the “erf”. The HOA committee reserves the right to issue a **notice** or affect repairs or maintenance at the expense of the defaulting **member**.

6.5. Members are responsible for the maintenance of trees on their “erf”. CoCT will only maintain trees on the common property. Trees may be cut or trimmed at the expense of the owner, with the approval of the Municipal Manager and HOA Committee.

6.6. Members are **responsible** for their own unit’s **water meter** and must ensure that it is **accessible to CoCT** to take monthly water meter readings. Water meters must be clear of any dirt, soil, plants, or shrubs.

6.7. The general **colour code** of the complex dwellings **must be adhered to** and must be agreed at the AGM if changed. The current colour code is **wood finish or neutral finish** for the units and **green for roofs** as specified in the annexures and policy documents.

6.8. Cracked / broken windows, barge boards and fascia’s to be replaced **within 10 days** of damage. Other damage repair time will be specified by the HOA Committee (aesthetics inspection team).

7. DOMESTIC AND GARDEN REFUSE

7.1. Each member and tenant shall keep the refuse container (**wheelie bin**) at the back or side of the unit and **out of sight** as far as possible.

7.2. Residents, especially children, shall not deposit, throw or permit the depositing or throwing on **common areas**, any rubbish, including dirt, papers, cigarette butts, food scraps or any other litter whatsoever.

7.3. **Garden refuse** may **not** be left in the front of the unit where it is visible but must be removed to the designated area on completion of the work in the garden.

7.4. **Garden Services** must remove all garden refuse (including grass cuttings) from the adjacent or common areas after the completion of their work. The member or tenant to whom the garden services are contracted to will be held liable for the actions of their contractor.

7.5. **Refuse bins** must be put out for collection on pre-collection days and must be put back into the place of storage at their respective units before 20h00 on the days of collection.

8. COMMON AREAS

- 8.1. When visiting the common areas, the members, members of their household, employees, tenants, invitees, guests **shall comply** with the following:
- 8.1.1. Shall **respect the privacy** of residents whose property front onto the common areas.
 - 8.1.2. **Noise** must be kept to a minimum.
 - 8.1.3. No person to **throw, kick or hit** any object whatsoever in these areas.
 - 8.1.4. **Parents** are solely responsible for their **children's actions and safety** around the play parks and the common areas. This also applies to the whole complex in general.
- 8.2. Lighting of fires, braaiing or camping on common areas is strictly prohibited unless prior approval was obtained from the HOA Committee.
- 8.3. Disturbing, collecting or destroying plant material, private or common areas, is prohibited.
- 8.4. Littering or discarding of any item whatsoever on common areas is prohibited.
- 8.5. **Children under the age of 6** must be **supervised** when playing in common areas or **play park**.
- 8.6. No playing, tampering or adjusting of fire-fighting and irrigation systems are permitted.
- 8.7. No playing under, on or near the washing lines are permitted.
- 8.8. It is the responsibility of all persons residing in the complex to report any bad behavior, foul language, malfunctioning equipment or damage within the common areas, to the HOA Committee.

9. WILD LIFE AND KEEPING AND CONTROLLING PETS

- 9.1. Wild birds or animals are not permitted to be fed or provided with shelter, water by any person/s in the complex. This is not only against the rules, but **cruel to the animals** as they become dependent.
- 9.2. Members and residents may **not keep** poisonous, exotic or other undomesticated wild pets, poultry, pigeons, aviaries or livestock on their "erf".
- 9.3. Small, domesticated pets and birds may be kept **indoors, in cages**, on approval by the HOA Committee.
- 9.4. Guide dogs and pets required for medical assistance may be allowed, but with strict conditions (e.g. a medical certificate) and with the approval of the HOA committee.
- 9.5. No pet shall cause a nuisance to residents.
- 9.6. Fines and legal action could apply as set out in the Rules and Policies.

10. TRAFFIC / PEDESTRIANS

- 10.1. Members, tenants, residents and visitors must **exercise proper care** and keep proper observation when driving in the complex and observe the maximum speed limit of **10 kilometers per hour**, as well as all other **traffic signs and road markings**.
- 10.2. Only persons with **valid driver's licenses** may drive any vehicle in the complex.
- 10.3. No vehicle / pedestrian shall enter or leave the complex at any point except at the entrance gate / pedestrian gate.
- 10.4. Heavy truck deliveries of **more than 3 tons** are not permitted without the consent of the HOA. Not before 08h00 and after 18h00 on weekdays, nor before 08h00 and after 15h00 on Saturdays. Heavy truck deliveries are not allowed on Sundays.
- 10.5. No vehicle that leaks oil or fuel is allowed within the complex. Should such a vehicle enter the complex and **cause a spill**, the spill will be cleaned by the HOA Committee and the **cost will be recovered from the member responsible**.
- 10.6. No person shall drive / ride or park any vehicle within the complex in such a manner that would constitute an offence under the relevant road traffic laws.
- 10.7. No person shall store or park any vehicle (including a trailer, boat or a caravan) or the like, in an area or a road within the complex within view of any resident. No parked vehicle may **obstruct** any part of the roadway.
- 10.8. No person may do **major mechanical repairs** to a vehicle where the vehicle is **visible** from the street or common areas.
- 10.9. All vehicles, motorcycles included, must have efficient silencer systems.

- 10.10. **No unnecessary hooting** is allowed within the complex or at the entrance gate.
- 10.11. No excessive **revving of engines** is allowed within the complex.
- 10.12. The **walkways** and the **common areas** are there **for pedestrians only**. No bicycles, scooters, skate boards, pedal cars and similar toys are allowed.

11. SECURITY MEASURES

- 11.1. The HOA Committee or HOA in general is **not accountable** for the general security of the complex. Automated access gates and electric fencing are there for added security only, and may not always be functional. Every **member, resident or person is responsible** for his/her own security and that of their household.
- 11.2. Every member and resident shall ensure that the members of their household, their visitors, guests, and employees, comply with the security measures implemented and communicated by the HOA Committee.
- 11.3. No person may **interfere with any security system** installed within the complex. Designated HOA or other members/residents will be responsible.
- 11.4. The entrance gate / pedestrian **gate must always be closed**. Users must observe closure on entering or leaving the complex.
- 11.5. No person may interfere or place **obstructions** in front of the entrance gate/ pedestrian gate to keep it open.
- 11.6. Electronic entrance gate **access and remote control units** must be obtained from the HOA Committee as per the relevant policy.
- 11.7. Every member or tenant is **responsible for the security** of his / her own unit, wendy house, store, vehicle, etc, and may install a security system of his / her choice at his / her own cost. This system shall not cause a nuisance to residents.
- 11.8. Every person, when entering or leaving the complex, must first **wait for the main gate to close** before driving/walking off and ensure that no illegal person enters the complex. Every resident or tenant has full right to query the intentions of visitors at the gate.

12. RISK AND INDEMNITY

- 12.1. Members and members of their household, employees, tenants, invitees, guests, present in the complex and on the common areas, using any of the services, land or equipment, **do so at their own risk**. Members and members of their household, employees, tenants, invitees, guests, waives any right he / she may obtain against the HOA or HOA committee to claim any damages by virtue of damages to or loss of property or personal injury occasioned whilst present in the complex.
- 12.2. A **Reaction Team**, loosely made up of non-professional volunteer residents, may react to emergency situations, but cannot be held liable to claim any damages by virtue of damages to or loss of property or personal injury occasioned whilst present in the complex.
- 12.3. Every member and resident **indemnify the HOA** against such claims made by the members of their household, employees, tenants, invitees, or guests.

13. COMMERCIAL ACTIVITIES

- 13.1. No **advertising boards** may be displayed anywhere within the Complex.
- 13.2. No **door to door canvassing** is permitted within the Complex.
- 13.3. It is prohibited to **conduct any business**, without approval by the HOA Committee.

14. CONTRACTORS / CONTRACT WORKERS / EMPLOYEES

- 14.1. Members or tenants must supply contact details to the HOA Committee for any Contract Worker to the Member, and HOA Committee, prior to any work being conducted within the Complex. This **excludes once off installations or deliveries**.

- 14.2. On submission of the Contractor's contact details, the **Member** will provide the contractor with access to enter the Complex and **accept full responsibility** for his / her actions.
- 14.3. Members or Tenants must have the following details for domestic worker / general worker / gardener.
 - (a) Copy of valid ID Document.
 - (b) Personal Details.
 - (c) A "workers" card / permit will be issued by the HOA Committee. Workers must have this card/permit on their person, but **does not necessarily** have to display it all the time.
- 14.4. Building contractors shall supply or make arrangement for toilet/ablution facilities for their workers.

15. NOISE AND NUISANCE

- 15.1. No persons shall make or cause to make any **unacceptable disturbance** or excessive or undue noise, singing or shouting, which **constitutes a nuisance** to other persons
- 15.2. The volume of Hi-Fi or radio music or electronic instruments or TV should be tuned to a level, which will not be a nuisance to **adjacent units**.
- 15.3. Residents must address complaints of disturbance to the person causing such disturbance. When **failing to get a positive response**, to report it to the South African Police Services.
- 15.4. The use of noisy machinery and power tools in the open, outside of normal working hours, should be avoided. The working hours will be between 08h00 to 18h00 weekdays and 08h00 to 16h00 on Saturdays. No contract workers on site or construction work to be done on a public holiday or Sundays without the specific approval of the HOA Committee.
- 15.5. It is considered "good manners" to advise neighbors of planned work or functions beforehand.
- 15.6. All undue noise and/or music must cease between 22h00 and 08h00.

16. GENERAL

- 16.1. Members and members of their household, employees, tenants, invitees, guests or members of their tenant's household, employees, invitees, and guests shall comply with:
- 16.2. No garments, household linen or any washing may be hung or placed anywhere where it is easily visible from the road or common areas. Washing lines, twirl dry, etc. must be out of sight.
 - a. The use of **fireworks** is **strictly prohibited** within the Complex.
 - b. **Open fires** must always be accompanied by a fire extinguisher, hose pipe, or bucket of water.
 - c. Any person shall not pose a threat to any other person in the complex or **carry a firearm or any dangerous weapon**.
 - d. No person must park any vehicle on another member's "erf" or driveway **without permission**.
 - e. Parked vehicles should not **block or limit access** to roads or driveways.
 - f. The HOA is **not responsible** for the safety of any person.

16.3. Whenever the HOA receives a **written complaint** from a member or tenant relating to the behavior of any person in the complex, the HOA shall investigate and take the appropriate steps required to remedy the complaint within the scope of the Abbreviated Rules, Conduct Rules and the Constitution. The complainant will be advised in writing of the action taken. The HOA is not prevented by this clause from taking any action on its own initiative.

17. FINES AND PENALTIES

- 17.1. Any person who contravenes any provision of the Constitution, Conduct Rules, Policies or any conditions imposed by or directions given in terms of the **Rules**, shall be deemed to have breached the Conduct Rules and will be subjected to penalties imposed by the HOA and which may include the

imposition of a fine of not more or equal than one month's levy, for each separate offence, as per the Fines Policy.

(a) In the event of a breach by members of the member's household, tenants, employees, invitees, guests, the **member** shall be liable for the payment of any fines imposed.

(b) In the event of a breach by a tenant, a member of the tenants household or employees, invitees or guests of the tenant, the HOA may in addition to the imposition of a fine or any other penalty, request the **member to reprimand** the abovementioned person/s.

17.2. The following procedural steps may be taken against anyone that does not abide by the Conduct Rules:

(a) Written Warning

(b) Invitation to a HOA Committee special meeting,

(c) may be followed by internal dispute mechanism.

(d) Appropriate fine.

(e) CSOS intervention.

(f) Legal Action, if applicable.

* See Fines Policy

17.3. Should a member fail or refuse to comply with the Constitution, Conduct Rules, Abbreviated Rules or Policies, the HOA Management Committee may, after following the prescribed process, **take whatever action necessary and appropriate** in the circumstances and recover from the member **any cost incurred** in taking such action without prejudice to the HOA's rights to recover any fines, other penalties imposed or legal action taken.

18. RELAXATION OF RULES

No relaxation in respect of the Constitution, Rules or Policies, **shall constitute a waiver** or consent or prevent the enforcement thereof by the HOA Committee at any other time.

END