

GOLF VIEW NELSPRUIT

HOME OWNERS ASSOCIATION

(GVNHOA)

CONDUCT RULES

APPROVED AT THE AGM OF 2018

NOTE – PAY ATTENTION TO THE PET RULE – (Clause 7)

Every lease agreement in terms of which a property is let shall as a prerequisite have the Conduct Rules as an integrated Annexure – see 13.1 -

STRICTLY PROHIBITED !!

1. CATS !!! (Dogs WITHOUT permits from the HOA)
2. TAXIS
3. IRRITATING AND LOUD NOISES !!! ie. hooting, engine revving, on going music, loud talking, etc.
4. ANY NOISE BETWEEN 22H00 AND 08H00
5. ANY NOISE ON SUNDAYS
6. MUSIC FROM VEHICLES
7. WASHING over balconies and walls
8. USE OF ALCHOHOL in communal areas
9. PUBLIC INDECENCY
10. SWEARING AND AGGRESSIVE BEHAVIOUR
11. SPEEDING AND DANGEROUS DRIVING
12. PARKING ON GRASSED AREAS
13. LITTERING IN ANY FORM
14. FIREWORKS

TABLE OF CONTENTS

Page

1.	INTRODUCTION	3
2.	MOTOR VEHICLES	3
3.	LAUNDRY	4
4.	REFUSE DISPOSAL	4
5.	NOISE AND BEHAVIOUR	4
6.	GARDENING	5
7.	PETS	5
8.	EMPLOYEES	6
9.	ALTERATIONS – GENERAL	6
10.	EXTERIOR OF BUILDINGS	7
11.	SIGNS AND NOTICES	7
12.	LITTERING	7
13.	LETTING OF UNITS	7
14.	ERADICATION OF PESTS	7
15.	SUNDRY PROVISIONS	8
16.	OCCUPATION OF PROPERTY	8
17.	LEVIES	8
18.	ACCESS	9
19.	DIVISIBILITY	9
20.	PENALTIES	9
21.	NON-COMPLIANCE WITH RULES AND OBLIGATIONS	9
22.	CLEARANCE CERTIFICATE	10
23.	LEGAL ACTION	10
24.	DAMAGES	10
24.	RIGHTS OF MANAGEMENT	10
24	VALIDITY OF THESE CONDUCT RULES	10

1. INTRODUCTION

1.1 The Rules, which are set out below, are binding on all owners and all persons occupying any property who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with them.

1.2 Compliance with the Rules and general consideration by owners and residents for each person lawfully living on the property will greatly assist in achieving a happy community.

1.3 In the event of annoyance, aggravation or complaints occurring between owners or occupants, **an attempt should be made by the parties concerned to settle the matter between themselves.** This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, only then should they be brought **to the notice of the HOA in writing.**

1.4 All visitors are *deemed to be acquainted with the contents of these rules* and to be subject to the terms hereof. *It is the responsibility of each member to ensure that these persons have knowledge of these rules and be subject thereto.* **These rules are also subject to any person leasing a property in GOLF VIEW.**

2. MOTOR VEHICLES

All owners and occupiers of property in GOLF VIEW shall observe and ensure that their visitors and guests –

2.1.1 observe and *adhere to any road signs* on the common property;

2.1.2 do not drive their vehicles within the common property in any manner which *creates a nuisance* or is considered by the HOA *not to be in the interest of safety*, and

2.1.3 do not allow *any unlicensed person* to drive any vehicle within the common property.

2.2 No parking on grass is allowed.

2.3 NO TAXIS, BUSES, TRUCKS allowed in Golf View

2.4 *Hooters shall not be sounded* within the common property other than in emergencies. No hooting in front of the main gate.

2.5 Vehicles may not be parked on areas of the common property in such a way that will *obstruct the flow of traffic* and access to and egress from garages, carports and parking bays. *No parking on the property of any other owner or occupier* without prior consent from the specific owner or occupier.

2.6 *Damaged vehicles and vehicles that are not in general use*, or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the HOA, and with their prior written consent.

2.7 *No trucks, caravans, trailers, boats* or other heavy vehicles may be parked on any property within Tangelo and Clementine or on the common property within Golf View.

2.8 No person may wash, dismantle or effect major repairs to any vehicle on any portion of the common property.

2.9 **The HOA may cause to be removed or towed away**, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.

2.10 Parking of vehicles upon the common property is subject to the express condition that *every vehicle is parked at the owner's risk* and responsibility and that no liability shall attach to the HOA or it's Agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the property.

2.11 **Speed limits must be adhered to at all times (15 K.P.H).**

2.12 The use of Quad Bikes and/or other self-propelled vehicles with no roadworthy certificate shall not be allowed in Golf View.

3. **LAUNDRY**

3.1 An owner or occupier of a section shall not place or hang any washing or laundry or any other items on any part of the buildings or the common property where it is visible from the common road. These items may also not be hanged over the boundary wall or any other common walls.

3.2 Any washing lines should therefore be installed in such a position that it will not be visible from the common road.

3.3 Any washing hung out to dry is at the sole risk of the owner thereof.

4. **REFUSE DISPOSAL**

4.1 Each owner or occupier of a property shall *be responsible for its own refuse bin* and shall ensure that: -

4.1.1 it is maintain in a *hygienic and dry condition within his own property*;

4.1.2 before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

4.1.3 each owner or occupier shall be responsible to place his own refuse in the designated REFUSE AREA as indicated from time to time.

5. **NOISE and BEHAVIOUR**

NOTE - Any function, wedding, funeral, religious and cultural gatherings, etc. that involve more than 2 vehicles must apply in writing to the HOA for approval at least 7 days before the planned function or gathering.

5.1 An owner or occupier of a property shall ensure that he and / or his visitors and guests do not make or cause undue noise.

5.2 Residence may not make excessive noise or play music that may be a disturbance.

5.3 **NO NOISE** between 22:00 and 08:00 every day of the week and **NO NOISE** on Sundays.

5.4 **Music from vehicles is NOT allowed.**

5.5 **No hooting** at the main gate or anywhere in Golf View will be permitted.

5.6 No swearing, aggressive or obscene behaviour or public indecency or foul language is allowed.

5.6 **All windows must have curtains acceptable for the HOA.**

6. **GARDENING and GARDENS**

6.1 An owner or occupier of a property shall maintain his property including any garden areas in a neat and tidy condition and properly maintained to the reasonable satisfaction of the HOA.

- 6.2 No plant or flower may be picked from, nor any damage caused to the garden areas neither on the common property nor from any other owners garden.
- 6.3 The natural flora and fauna shall not be destroyed, removed or damaged in any way without the prior written consent of the Home Owners Ass.
- 6.4 Garden tools and other equipment shall **not** be kept in any place where it will be in view from other properties or any portion of the common property.
- 6.5 **Gardens and patios shall not be used as storage place.**
- 6.6 Garden and other exterior lighting must be placed in such a way as not to cause any disturbance to other properties or to a person driving on the common roads.
- 6.7 No member may plant non-indigenous trees or large shrubs.
- 6.8 **If an owner or tenant should not keep their garden in good state the Home Owners Association will be obliged to get in a gardener to clean up and the bill will be put onto the owners levy account.**
- 6.9 No temporary buildings, tents, wooden huts or other structures shall be erected without the consent of the HOA.

7. **PETS**

Permission to house dogs within a property may be obtained from the HOA only upon written request. The HOA is empowered to consider such request on its own merits and with due regard to any Municipal by-laws and interests of other owners. Permission to house a pet may only be given by the Committee in writing and in so doing it can prescribe any reasonable condition.

7.1 **CATS WILL NOT BE ALLOWED IN THE COMPLEX!!**

7.2 **THE FOLLOWING RULES FOR DOGS APPLY -**

- a) **Two medium size dogs (500 mm shoulder height) per stand will be allowed.**
- b) **Each dog must have a pet permit by 1 September 2013.**
- c) Pet permits cost R 200 per dog per year.
- a. **Existing pets prior to September 2013 - Pet permits for larger dogs OR more than 2 dogs are R 300 per dog.**
- d) **Pet permits for dogs that are not spayed / neutered are R 300 per dog.**
- e) **Permits expire in December** each year and **must be renewed in January** each year.
- a. **Each pet must wear a collar with a tag – The name and telephone number of the owner must be on the Tag.**
- f) **No Warnings will be issued for transgressions – ONLY FINES**

Permission to house dogs within a property may be obtained from the HOA only upon written request. The HOA is empowered to consider such request on its own merits and with due regard to any Municipal by-laws and interests of other owners. Permission to house a pet may only be given by the Committee in writing and in so doing it can prescribe any reasonable condition.

- 7.4 The Committee at their discretion may revoke any permission given by the HOA to house pets at any stage, especially when the pet is not kept and care for as provided for in these rules.
- 7.6 Dogs must not cause a disturbance at any time and owners or occupiers shall be responsible for the removal of their animal's excrements within the common property or their individual properties.
- 7.7 Dogs shall be leashed or properly controlled when on the common property.
- 7.8 Bitches on heat are not allowed on the common property at any time.

7.9 **Vicious animals** of any nature may not be kept.

7.10 **Any pet found unaccompanied or unidentified on the common property or otherwise in contravention of these rules may be removed by the HOA.** Costs incurred as a result of such a removal, such as capture and pound fees, shall be borne by the owner or occupier of the property where the pet was accommodated or by the owner of the pet concerned. The HOA shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier of the property, the owner of the pet or any other person.

8. EMPLOYEES

8.1 An owner or occupier of a property shall: -

- be responsible for the activities and conduct of his workers and shall ensure that they understand and do not breach any of these rules, national or provisional legislation or local authority by-laws which may affect the HOA.
- ensure that his workers and their visitors or guests do not loiter on the common property.
- ensure that his workers and their visitors do not cause undue noise within their properties or on the common property or elsewhere.

8.2 Any owner or occupier whose workers consistently fail to abide by the Conduct Rules may be required to remove such employee from the property if so instructed by the HOA.

8.3 No owner and occupier of a property may request personal duties to be performed by any member of staff employed by the HOA during his working hours.

9. ALTERATIONS – BUILDING WORK – INSTALLATIONS - GENERAL

9.1 **Procedures to get started with building activities –**

AND ALSO, INSTALLATIONS OF -

TV dishes, Antennas, Washing lines, Air conditioners, Wendy houses, etc.

- i. Study the Architectural Guidelines and Builders Conduct Rules.
- ii. ALL structures and external finishes must match the existing of each complex – this undertaking must be stipulated on each plan.
- iii. Plans must be submitted to the HOA for approval.
- iv. NO building work or installations will be allowed without the approval from the HOA.
- v. **Before paintwork commences – paint samples must be painted on the wall of the structure to be painted. The HOA's building inspector must then be notified to inspect the painted samples for approval BEFORE ANY PAINTWORK MAY COMMENCE.**
- vi. **Temporary occupation certificates** – The certificate will be issued at a fee per certificate and with a completion date. Thereafter fines will be issued for noncompetition.
- vii. **Inspection fees on alterations** – Will be charged to the owner.

9.2 Any alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring properties.

9.3 **Prior written consent must be obtained** from the HOA before any extensions or alterations are carried out. All building plans must be submitted for approval before building work commences and before lodgement with the City Council.

9.4 Until the final completion of the last unit in the village, prior permission must also be obtained from the HOA with regard to any exterior alteration.

9.5 No fences or perimeter walls other than the prescribed fence shall be allowed.

10. EXTERIOR OF BUILDINGS

10.1 An owner or occupier of a property shall be obliged to maintain all alterations, and/or decorations made by him to the exterior of his property in a state of good order and to repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.

10.2 Should any alterations, addition or decoration obstruct any employee or contractor of the HOA in performing any work on the common property or common services the owner or occupier concerned shall be liable for any additional costs incurred by the HOA in the performance of such work.

10.3 Prior written consent must be obtained from the HOA before any extensions or alterations are carried out. Failure to do so will result in an immediate fine of R10 000 being debited to the owners levy account. This safeguard is essential in maintaining the uniform external appearance of Golf View Estate. Furthermore, all building plans must be submitted to GVHOA for approval before building work commences and before lodgement with the City Council.

11. SIGNS AND NOTICES

11.1 No owner or occupier of a property shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a individual property, so as to be visible from the common road areas without the prior written consent of the HOA first having being obtained.

12. LITTERING

12.1 An owner or occupier of a property *shall not deposit, or throw, or permit or allow depositing or throwing,* on the common property or onto or into a neighbouring property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

12.2 Each owner / occupier shall further keep his *own property free of refuse material, paper, bottles, cans or any object* which may pose a nuisance, unsightliness or disturbance.

13. LETTING OF UNITS

13.1 The owner of a property shall be obliged to ensure that a tenant of his property or other person granted rights of occupancy by him **is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.**

Owners of units must include the following in current and new rental agreements:

"The Tenant shall at all relevant times during the lease period be subject to the Code of Conduct of the Golf View Homeowners Association. A copy of the said Code of Conduct is attached hereto marked "Annexure A" and will form an integral part of this agreement.

- a. **Any breach by the tenant or the non compliance with any condition laid down in the Code of Conduct will ipso facto be regarded as a breach of a material condition of this agreement."**

13.2 An owner of a property shall be obliged to notify the HOA in writing within 14 (Fourteen) days of the date of conclusion of a lease of his property of the

full

names of his tenant and of the period of the lease. Similarly, an owner forthwith notify the HOA in writing of the *full names of any other granted rights of occupancy.*

shall
person

13.3 Every lease agreement in terms of which a property is let shall as a prerequisite have the Conduct Rules as an integrated Annexure – see 13.1.

13.4 No sub-letting of units will be allowed.

14. ERADICATION OF PESTS

14.1 An owner or occupier of a property shall keep his property free of cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the HOA, the managing agents, and their duly authorized agents or employees, to enter his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests.

15. SUNDRY PROVISIONS

- 15.1 The HOA and/or it's agents shall **not be liable for any injury or loss or damage of any description which any owner or occupier** of a property or any member of his family, or his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual properties by reason of any defect in the common property, it's amenities or for any act done or any neglect on the part of the HOA or any of the HOA's employees, workers, agents or contractors.
- 15.2 The HOA or its agents, representatives and employees shall not be liable or **responsible in any manner whatsoever** for the receipt or the non-receipt and delivery or non-delivery of goods, **postal matter** or other property.
- 15.3 **No business** or trade may be conducted inside the boundary walls of GOLF VIEW
- 15.4 **No auctions** or jumble sales may be held inside GOLF VIEW.
- 15.5 **No firearms** or pellet guns may be discharged inside GOLF VIEW.
- 15.6 **No fireworks in whatever form will be allowed.**
- 15.7 Storage of any inflammable substances is prohibited.
- 15.8 **No storage will be allowed under carports or any other place visible from the street or in view of other residents – also see rule 6.6.**
- 15.9 No stones or other solid objects may be thrown or propelled on the common property.
- 15.10 Exterior lights must be placed in such a way as not to cause any disturbance.
- 15.11 Moving of furniture or any heavy or bulky articles on the common property should be by prior arrangement with the HOA. **Any damage caused to the common property shall be rectified at the expense of the owner of the property concerned.**

16 OCCUPATION OF PROPERTY

- 16.1 The number of occupants for each property shall be **limited to a maximum number of two persons per bedroom** as shown on the drawings of the development approved by the local authority.

17 LEVIES

17.1 Owners must pay their monthly levies as imposed by the Home Owners Association by the 1st of each month. Levies in arrears for 30 Days will receive a SMS – a fee of R 100.00 will be added to the owner's account.

The Managing Agents will issue a **letter of demand (at a cost of R 250)** if the levies are in 60 days. Failing will result in the account be handed to the lawyers

17.2 A general meeting shall be entitled to authorise special levies if required.

18 ACCESS

18.1 Access to the premises will be strictly according to the rules as set out by the HOA and it is the responsibility of each member to see to it that all workers and visitors strictly adhere to these access rules.

18.2 The following is strictly prohibited:

- a) Using a Tag to let more than one vehicle to enter or exit the complex
- b) Allow any unregistered / unidentified person or vehicle into the complex.

18.3 The right of way to the complex shall at all times be reserved.

18.4 NO TAXIS, BUSES, TRUCKS allowed into Golf View

19 DIVISIBILITY

19.1 Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect. For the purpose of these Rules the term "clause" shall include all sub-clauses.

20 PENALTIES

The Directors of the Home Owners Association shall be entitled to impose penalties within their discretion on any owner who refuse or fail to adhere to the provision and/or decisions by the Board of the Home Owners Association. **The penalties shall be added to the monthly levy** and regarded for all purposes as levies to be paid immediately and on month-end by the relevant owner. Failure to adhere or pay such penalties shall be regarded as non-payment of the monthly levies and the HOA shall be entitled to take legal steps for the collection thereof.

Whenever there is a transgression of a rule, the owner will be granted the opportunity to be heard before a fine is imposed. Further, if the owner is not satisfied by the decision of the trustees, the owner has a right to lodge dispute with CSOS. If an order is issued against the owner, then a penalty can be levied against the owner (unless if the owners has not filled a dispute, then the penalty can be levied after the decision by the decision by the trustees).

The following penalty structures have been approved at the AGM of 2017

- | | |
|--|--|
| 1. Parking | R 1000 |
| 2. Pets | R600 for 1 st week of contravention, doubling every week thereafter if not adhered to (i.e. R 1200, R2400, R4800, R9600 etc) |
| 3. Noise & Disturbance | R 2000 |
| 4. Security | R 3000 |
| 5. Any other offence | R 1200 for the first, R 2400 the 2nd, R4800 the 3 rd , etc. |
| 6. Tampering with gate, water meters, electricity meters | R4000 for the first, R8000 the 2 nd , R16 000 the 3 ^{re} , etc. |

The board of Directors may adjust fines from time to time. **NOTE:** Residents will be held responsible for their visitors, Domestic workers, children and be fined for their visitors', children, domestic workers misconduct.

21 NON-COMPLIANCE WITH RULES AND OBLIGATIONS

If any of the owners fail to comply with any of the obligations in terms of the rules of the HOA or obligations imposed by the directors of the HOA, the Home Owners Association shall be entitled to fulfil those obligations on behalf of the home owner and **debit the relevant owner's account with the expenses of the fulfilment of that condition.** The HOA shall be entitled to claim those expenses together with the levies from the relevant owner, plus interest temore morae.

22 CLEARANCE CERTIFICATE

If a property is sold, any owner must obtain a Clearance Certificate from the HOA prior to transfer thereof to the subsequent owner. No Clearance Certificate shall be issued by the HOA unless –

- a) the levies have been paid to date;
- b) any outstanding penalties or amounts due have been paid;
- c) the subsequent new owner signed a formal document accepting the terms and the rules of the HOA.

23 LEGAL ACTION

If any owner fails to comply with its obligations, the constitution, the rules, the minutes and statutes of the HOA, and legal action is taken to enforce those stipulations, the HOA shall be entitled to claim legal costs on an Attorney and own client scale.

24 DAMAGES

If damages are caused to the property by any owner or any person obtaining occupancy through the owner, the relevant owner shall be responsible for those damages, which shall be payable on demand to the HOA.

The board of trustees reserved the right to amend, alter or add to these regulations from time to time.

The foregoing Rules have been approved at the Annual General Meeting of 2017 of The Homeowners Association of Golf View and are applicable to all owners and residents of Golf View Nelspruit with immediate effect.