



# WATERS EDGE HOMEOWNERS ASSOCIATION

## COMMUNITY PARTICIPATION RULES

Rules prescribed by the *Directors* in terms of *Clause 4 of the Articles of Association* of the *Homeowners Association* with regard to the use and observance by members, the members of their households, their guests, servants, employees and lessees of the common property of the Association. The *Directors* are responsible for ensuring compliance with these Rules and, on behalf of the *Homeowners Association* do not accept any liability whatsoever for any bodily injury of any nature whatsoever occurring to any persons within the *complex* howsoever caused and any motor vehicles, household goods or personal possessions on or in the complex are at the sole risk of the *member/owner* thereof, nothing excluded. This includes the use by any persons of any facilities on the complex.

In these Rules the words “*complex*” and “*township*” are synonymous as are the words “*member*” and “*owner*” and “*tenant*” and “*lessee*”.

### **1 LETTING OF UNITS**

All residents of units and other persons granted rights of occupancy by any owner of a unit are obliged to comply with these Rules and the Articles/Constitution, notwithstanding any provision to the contrary contained in any lease or any grant of right of occupancy.

It is incumbent on all owners who lease their units to ensure that the tenants have a copy of these Rules.

- 1.1 The terms and conditions upon which the owners may let their units whether through an agent or otherwise, shall include an acknowledgement by the lessee of the existence of these Rules and an undertaking by the lessee to adhere to them.
- 1.2 Any breach by the lessee of any of these Conduct Rules shall be a breach of lease.
- 1.3 The Directors at their sole discretion reserve the right to require owners to terminate the lease with the lessee who continues to breach these Rules.
- 1.4 The Homeowners Association is registered as a residential complex and all occupation is to be residential only. No business or non-residential practices are permitted.
- 1.5 All leases must be for ordinary residential purposes only.
- 1.6 Short term (short lets) / time sharing / holiday letting is strictly prohibited. The minimum period for residential leases is three (3) months. No member may enter



into or cause to be entered into a lease agreement with a lessee for a period of less than three (3) months, subject to the Rules.

## **2 DAMAGE TO COMMON PROPERTY**

- 2.1 Upon any new resident taking occupation of or vacating a unit, any costs of repairing any damage to any common property in the complex caused by the moving of furniture, vehicles or any other goods in or out of the complex, shall be borne by the owner of the unit. In the event of an owner having leased his unit, the owner shall still be held liable for such costs and it shall be incumbent upon the owner to recover any such costs from his lessee, if applicable.
- 2.2 Any damage, defacing or littering of common property of whatsoever nature caused by any act or omission of a resident on the complex shall be the liability of the owner of the unit.
- 2.3 The general appearance and state of repair of the property and the gardens of the complex are a decisive factor in the individual value of the units and any wilful damage or defacement of the common property will result in immediate action being taken against the responsible party or member.

## **3 AESTHETICS**

- 3.1 All *owners/members* shall adhere to the specifications and conditions as contained within the aesthetics and construction guidelines.
- 3.2 No *owner/member* may:-
  - 3.2.1 erect any pre-cast concrete walls on land in the *Complex*;
  - 3.2.2 erect any fencing or walling on land in the *Complex* without the prior written approval of the *Directors*, which approval shall not be withheld unless the *Directors* is of the opinion that such fencing or walling is inconsistent with the aesthetic appearance of the homes and gardens in the *Complex*.
  - 3.2.3 Install television or radio aerials or solar heating panels which are exposed to the view on any building in the *Complex* – without prior written consent of the *Directors*.
  - 3.2.4 make any additions or extensions to any building in the *Complex* or erect any further building or structure, in particular, but not limited to, carports, garages, servant's quarters, storerooms and pergolas, whether of a temporary or permanent nature, upon land in the *Complex* without the prior written approval of the *Directors*, which approval shall not be withheld unless the *Directors* are of the opinion that such building or structure is not in keeping with the architectural style of the existing buildings on the property and meet the specifications as defined in the aesthetics and construction guidelines.



#### **4 MAINTENANCE**

The *Directors* shall have the power, without prejudice to any other rights of the *Association*:-

- 4.1 whenever it considers that the appearance of any land or building in the *Complex* owned by an *member/owner* is unsightly or injurious to the amenities of the surrounding area or *Complex* generally, to serve notice on such *member/owner* to take steps as may be specified in the notice to alienate such unsightly or injurious condition within a stated period;
- 4.2 should a *member/owner* on whom a notice in terms of **4.1** is served, fail to take such steps as may be specified in the notice within the stated period, the *Association* may take such steps as it may deem necessary to remedy such unsightly or injurious condition and to recover the costs of so doing from the *member/owner* concerned which costs shall be deemed to be a debt owing to the Association;
- 4.3 From time to time determine the routine maintenance requirements of the open spaces, common walls, fencing and gates and to attend to such maintenance requirements on behalf of and at the cost of the *Association*.

#### **5 EMPLOYEES OF THE ASSOCIATION**

- 5.1 The employees of the *Association*, if any, are under the control of the *Directors* and do not take instructions from members or residents.
- 5.2 Should work of communal nature be required, members may approach the *Directors* for its consideration.

#### **6 RESIDENTS AND EMPLOYEES**

- 6.1 Residents shall not allow their employees to congregate on the common property areas of the complex nor to have meals in such areas.
- 6.2 Separate toilet facilities for employees are not available.
- 6.3 Residents are to arrange access to the complex for their domestic workers on an individual basis.
- 6.4 Residents' employees are not permitted to have visitors on the property without the prior written consent of the *Directors*.
- 6.5 The maximum permissible number of occupants per unit as permanent residents is: 2 persons per bedroom as recorded on the approved plans of the residence.

#### **7 VEHICLES AND PARKING**

- 7.1 Vehicles may not be parked on the common property.



- 7.2 NO derelict vehicles (including caravans, trailers and boats), or portions thereof, may be parked anywhere within the complex so as to be visible from any unit without the owner thereof having received the prior written consent of the **Directors**, and such vehicles will be towed away at the unit owner's expense, should he not remove such vehicles within 3 (three) days of the service of written notice as per these rules.
- 7.3 The repair, overhaul, reconditioning, or servicing, (i.e. changing oil, engine work, spray painting, etc) of any vehicle, unless in an emergency, is not permitted on the common property, and for the purpose of this clause, this includes any area designated for the exclusive use of any resident.
- 7.4 Vehicles parked in contravention of any authorised restriction will be towed away at the risk and expense of the unit owner.
- 7.5 No trucks or heavy-duty vehicles that could cause damage to the roadways within the complex are permitted at any time. Any damage caused to the roadways will be repaired at the responsible owner's expense.
- 7.6 No vehicle may travel at a speed in excess of 20km per hour within the complex. The Directors reserve the right to impose fines and/or penalties, in terms with these Rules, with regards to obvious speeding within the complex. In the event where the offence was committed by a visitor, tenant, employee or children of an owner resident, the owner will be held responsible for the actions of these individuals.
- 7.7 No vehicle may be driven within the complex by a person who is not legally licensed to drive on public roads and the owner of the relative unit who allows such action may be fined in terms of these rules.

## **8 BUILDING, IMPROVEMENTS AND ALTERATIONS**

- 8.1 All building materials are to be stored within the site boundary. No material is to be off-loaded, mixed or prepared on the road, road reserve, kerbs, pavements or any adjacent property.
- 8.2 During building operations the site must be screened off at all times with shade cloth to such a height as to prevent the operations from being seen from the road.
- 8.3 No advertising or sub-contractors boards will be permitted within the **complex** or on the surrounding perimeter.
- 8.4 No workmen or contractors will be permitted on site between the hours of 17h00 and 06h00 i.e. **NO** workmen are allowed on site overnight. No workmen are permitted on site from 17h00 on a Friday until 06h00 on a Monday i.e. **NO**



workmen are allowed on site over a weekend. Written permission may be obtained from the *Directors* for workmen to remain on the site.

- 8.5 All contractors will be required to provide screened ablution facilities for the workmen and sub-contractors under their control. Toilets and changing facilities shall be suitably positioned, as determined by the *Directors*, and kept hygienic at all times.
- 8.6 Fires for cooking, heating or other purposes will not be permitted during any building operations.
- 8.7 Owners of stands must ensure adherence to these rules at all times and will be liable for fines and penalties as stipulated in these Rules.
- 8.8 Members are to arrange access to the complex for their contractors on an individual basis.

## **9 EXTRAORDINARY LEVY ON UNDEVELOPED STANDS**

- 9.1 An extraordinary levy will be charged against the accounts of the owners of undeveloped stands in the *complex*.
- 9.2 Undeveloped stands shall be defined as any unit in the *complex* which has not obtained an occupation certificate from the local authority.
- 9.3 Undeveloped stands shall further be defined as any unit which on competition of the internal roads of the *complex* has not completed the private driveway portion of the unit.
- 9.4 No *owner/member* or persons shall reside in a unit or on a stand which has not been issued a certificate of occupation from the local authority.

## **10 ELECTRICAL SUPPLY AND PLUMBING**

Under no circumstances may residents tamper with or have any work done to the electrical apparatus, electric fence, entrance gate or plumbing which serves the common property. Any electrical or plumbing faults detected on the common property must be reported to the *Chairperson* who has recommended electricians, plumbers and handymen approved by the *Directors*.

## **11 WASHING/MISCELLANEOUS ITEMS**

- 11.1 Washing and miscellaneous items **MAY NOT** be hung on walls, balconies, in windows, or displayed so as to protrude above boundary walls or any other part of the unit so as to be visible from other units.
- 11.2 Balconies and passageways are not storerooms and must not be used for storage.



## **12 RUBBISH REMOVAL**

All domestic refuse is to be put into municipal refuse bags (not shopping bags, boxes, etc.) and placed in the appropriate refuse bins as approved by the *Directors* from time to time.

## **13 PETS**

13.1 Any pets that cause reasonable complaints from other residents, the *Directors* reserving the right to decide upon the reasonability of a complaint, shall be removed upon notice to this effect by the *Directors*. Should the owner not remove the pet, it will be removed upon notice to this effect by the *Directors* at the unit owner's cost.

13.2 No animals are allowed on the common property at any time, unless on a leash and accompanied by the owner. Any animal found unaccompanied on the common property will be returned to the owner if possible, and otherwise will be considered as a stray and will be removed at the cost of the unit owner. **ANY LITTER CAUSED BY ANY ANIMAL MUST BE CLEARED AWAY BY THE OWNER IMMEDIATELY.**

13.3 The *Directors* reserve the right to impose fines during the period of non-compliance.

13.4 *No new cats will be allowed.*

## **14 CONDUCT**

14.1 At all times residents, their employees and visitors shall conduct themselves about the common property and within their units in an orderly manner so as not to breach the rules or infringe on the common law rights of other residents. The adherence of employees, residents and visitors, to these rules is the responsibility of the owners.

14.2 The *Directors* reserve the right to enforce acceptable behaviour and impose fines or penalties in cases where residents do not adhere to the rules.

## **15 USE AND INSTALLATION OF GENERATORS**

Owners of units shall not place any generator in any place within their units, or on any part of the Common Property, without prior written consent from the *Directors*.

Written application providing full details of the proposed installation must be provided to the Directors.

The details required include siting, fuel storage, sound proofing, venting of fumes and approval of neighbours.

The application will be considered, the following being the prime matters to consider:-



- |                                     |   |                                |
|-------------------------------------|---|--------------------------------|
| 1. <i>Siting</i>                    | - | For Aesthetic Purposes         |
| 2. <i>Fuel Storage</i>              | - | For Insurance Purposes / Smell |
| 3. <i>Neighbour Consent</i>         | - | Noise / Aesthetics / Venting   |
| 4. <i>Maintenance &amp; Removal</i> | - | Removal at end of useful life  |
| 5. <i>Insurance</i>                 | - | Risk Cover                     |
| 6. <i>Compliance With By-Laws</i>   |   |                                |

The **Directors** may, on granting approval, prescribe any reasonable condition and may withdraw such approval in the event of any breach of any condition prescribed in the conditional approval. Approval may also be withdrawn in the event of any reasonable complaints from neighbours.

If approval is granted, the generators must be installed by suitably qualified contractors in compliance with all relative by-laws and an Electrical Certificate of Compliance must be provided to the **Directors** following installation.

The cost of the rectification of any and all damage caused to the relevant section or Common property for whatsoever reason will be for the account of the responsible member.

In the event of withdrawal of consent, the generator and other related equipment is to be removed and the property restored to its original condition within seven (7) days from date of withdrawal failing which the equipment may be removed by the Directors and the property restored to its original condition at the cost of the member.

## **15 PAYMENTS TO THE HOME OWNERS ASSOCIATION**

- 15.1 All levies and other miscellaneous charges are due and payable in advance on or before the first day of each month.
- 15.2 Any owner who is persistently in arrear with his payment shall be obliged, at the request of the **Directors** to lodge a deposit of an amount at the discretion of the **Directors**.
- 15.3 All deposits may, at the discretion of the **Directors**, be applied to any amount outstanding but in such event the deposit shall immediately be reinstated by the relevant owner to the required amount.
- 15.4 The owners shall not be entitled to a refund of contributions lawfully levied upon them and duly paid by them.
- 15.5 No portion of the profits or gains of the Homeowners Association shall be distributed to any owner or any other person.



- 15.6 Interest shall be payable on arrear levies at such rate as may from time to time be determined by the **Directors**. The Managing Agent charges an Arrear Administration Fee on the 8<sup>th</sup> day of each month.
- 15.7 Any amount due by a member by way of a levy, arrear fee, interest, penalty or fine shall be a debt due by him to the Association.
- 15.8 The **Directors** may from time to time call upon members to make special contributions in respect of all such expenses as are not included in any estimates made, and such levies and contributions may be made payable in one sum or by such instalments and at such time or times as the **Directors** shall determine.
- 15.9 A member's successor in title to land in the Township shall be liable as from the date upon which he becomes a member pursuant to the transfer of that land to pay the levy and interest thereon attributable to that land.
- 15.10 A member shall be liable for and pay all penalties and legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such member.
- 15.11 No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy, penalty and interest thereon, and any other sum, if any, which may be due and payable by that member from whatsoever cause arising.

## **16 RESTRICTION ON TRANSFER OF LAND**

- 16.1 No member shall transfer land in the Complex:-
  - 16.1.1 unless the Managing Agent on behalf of the association has certified in writing that the member has fulfilled all his financial obligations to the Association in respect of the period up to and including the date specified in such notice; and
  - 16.1.2 The transfer takes place prior to or on that date.
- 16.2 No member shall transfer land in the **Complex** unless the proposed transferee has agreed to become a member of the **Association**.
- 16.3 The **Association** may claim from any member or his estate any arrears of levy, penalties and interest or other amounts due by him to the **Association** at the time of his ceasing to be a member.
- 16.4 All purchasers shall from the date of transfer become liable for all fines, penalties, commitments and conditions applicable. The purchaser as an **owner/member** may not transfer his obligations to any other party.





## **17 BUSINESS PRACTICES**

- 17.1 No industry, vocation or profession may be practiced on or in any part of the complex without the prior written consent of the *Directors*.
- 17.2 No auction, jumble or other sales may be held on or in the complex without the prior written consent of the *Director* of your particular block.
- 17.3 No advertisements, signs, notices or posters may be placed on the inside or the outside of the complex, without the prior written consent of the *Directors*.
- 17.4 Boards advertising the sale of a unit may be displayed over weekends outside the complex only after the prior written consent of the *Directors*. Should consent be given only one board per selling agency will be permitted.

## **18 NOISE DISTURBANCE**

- 18.1 No owner or resident, their children, visitors or their employees shall behave in any manner, which creates an unreasonable amount of noise.
- 18.2 No hooting is allowed in the complex at any time.
- 18.3 Minor alterations and noisy work to units will be allowed only during the hours 08h00 to 17h00 on weekdays and 09h00 to 15h00 over weekends.
- 18.4 Foul language, loud music or other noise disturbance or damage to the property will not be accepted and will be handled as a criminal offence. Pre-arranged social gatherings such as parties need to be toned down as from 22h00, and cease at 24H00 at night.
- 18.5 No noisy hobbies or other activities, which cause a disturbance, may be practiced within the complex.
- 18.6 No firearms, pellet guns or fireworks may be discharged on the property.

## **19 ENFORCEMENT OF RULES / FINES**

- 19.1 Non-compliance with the rules may lead to action against offenders or such other action as the *Directors* may deem fitting including fines and penalties as determined by the *Directors* from time to time.
- 19.2 If, as a result of a breach by an *owner/member* of the rules or any other obligation of the *owner/member* the *Directors* instructs an attorney, the *owner/member* shall be liable for all costs and charges of whatsoever nature including but not limited to legal fees on an attorney and own client scale incurred by the Homeowners Association as a result thereof.



## **20 RITUAL SLAUGHTERING**

The ritual slaughtering of animals or birds on common property is strictly prohibited.

## **21 ENTRANCE GATE / GUARDS**

Every time you break security protocol and regulations, you are making it easier for criminals to do the same.

- 21.1 The security guards are doing a difficult job, and may not be abused under any circumstances.
- 21.2 Security protocol and procedures at the gate must be adhered to, including without limitation, all access control procedures, contractor's procedures and any other written protocols prescribed from time to time.
- 21.3 Every resident, with respect to people in his employ, must conscientiously enforce the swipe/visitors card system for permanent employees, temporary employees and contractor representatives.
- 21.4 Every resident must require visitors to adhere to security protocol and procedures.
- 21.5 Every resident must ensure that contractors in his employ adhere specifically to the security stipulations of the complex.
- 21.6 All attempts at burglary or instances of fence jumping must immediately be reported to the Directors.
- 21.7 Security is an "attitude", be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying the formal swipe/visitors cards.

## **22 FLORA AND FAUNA**

- 22.1 No fauna may be fed, hurt, shot, trapped, poached, herded, frightened or chased by any resident or visitor.
- 22.2 No flora may be picked, poisoned, chopped down, gathered or burnt.
- 22.3 No hunting is allowed.

## **23 ARBITRATION**

Determination of disputes by arbitration :

- 23.1 Any dispute between the Homeowner's Association and an owner or between owners arising out of or in connection with or related to these rules save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of this rule.
- 23.2 If such a dispute arises, the aggrieved party shall notify the other interested party or parties in writing and copies of such notification shall be served on the Directors and the managing agent. Should the dispute or complaint not be resolved within 14 days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.



- 23.3 Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- 23.4 If the parties cannot agree as to the arbitrator to be appointed in terms with this Rule, within 3 days after the arbitration has been demanded, then either party may request in writing that the President of the Association of Arbitrators shall upon the payment of the prescribed fee appoint an arbitrator within 7 days so that the arbitration can be held and concluded without delay.
- 23.5 Arbitration shall be held informally or otherwise as the arbitrator may determine. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount as the arbitrator may determine, failing which the arbitration shall not proceed. Where possible, the arbitration shall be concluded within 21 days after the matter has been referred to arbitration in terms of this sub-rule or security for costs has been furnished.
- 23.6 The arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration and shall, in making his or her award, have regard to the principles laid down in terms of these rules. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine, and as he or she, in his or her discretion, may deem appropriate having regard to the outcome of the arbitration.
- 23.7 The decision of the arbitrator shall be final and binding and may be made an order of the Court upon application of any party to, or affected by, the arbitration.

The foregoing rules have been adopted by the **Directors** of the **Homeowners Association** and are applicable to all **members/owners** of the **Homeowners Association** with immediate effect.

Dated at..... On the ..... Day of ..... 2013 for  
the WATERS EDGE Homeowners Association.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DIRECTOR