



November 2020

HOME OWNERS ASSOCIATION RULES AND CODE OF CONDUCT

1. GENERAL: RULES AND CODE OF CONDUCT

- 1.1 These Rules and Code of Conduct [the Rules] are supplementary to the provisions of the Constitution of the Kraai Bosch Village Home Owners Association [KHOA].
- 1.2 The KHOA may from time to time make and/or amend these Rules as are deemed necessary and desirable for the general rights and well-being of owners and/or residents, relating, inter alia, to the use of dwellings (comprising 75 full title properties and 39 Assisted Living Centre [ALC] units as well as the Frail Care unit) and the use of common areas and facilities (roads, sidewalks, the Clubhouse and dedicated parking bays at the ALC).
- 1.3 Members of the KHOA residing on premises in Kraai Bosch Village, which is a collective member of the Kraai Bosch Country Estate and Manor Home Owners Association [E&M], are as such subject to all common rules and codes of conduct as implemented by E&M from time to time, for example relating to access control, security and safety, etc., as encompassed herein.
- 1.4 The Village is private property, with reserved right of admission.

2. USE OF PREMISES/DWELLINGS

- 2.1 Owners/residents shall use dwellings only for residential purposes and activities unless specifically authorized otherwise by the KHOA and then only in compliance with Municipal regulations.
- 2.2 Owners/residents are at all times responsible for the actions of their families, visitors, tenants and service providers (including gardeners and domestic servants) which occupy or attend to the dwelling. Appropriate steps should be taken to prevent loitering on the common property, creating undue noise or contravention of any of these Rules by such persons.
- 2.3 No business activities or trades may be conducted on the premises, other than as contemplated in the original development, for example the operation of the Frail Care unit and use of the Clubhouse for private or commercial functions.
- 2.4 Hobbies or other activities which may cause undue noise or nuisance to other dwellings are not permitted on the premises or on the common property.
- 2.5 No auctions or jumble sales may be held at the premises or on common property without prior approval of the Village Manager.
- 2.6 Other than street numbers, no signs, notices, advertisements or publicity material may be displayed on the premises or its adjoining common property without prior approval of the Village Manager.

3. USE OF CLUBHOUSE

- 3.1 The Clubhouse, which is part of KHOA common property, is available for the use and enjoyment of all owners and residents and their guests. To this effect it is equipped with all requisite amenities including, inter alia, a community hall, kitchen, library, small boardroom, private hair salon and communal braai facilities. These amenities are normally available free of charge to residents.

- 3.2 The Clubhouse has its own set of rules which must be strictly observed in addition to these Rules.
- 3.3 The Clubhouse is managed by the Village Manager with the support of a team of residents, who arrange and schedule social and other Village functions on a regular or weekly basis. A rolling monthly roster of activities will be posted by the Village Manager on a weekly basis at the Clubhouse.
- 3.4 The Clubhouse is opened daily for scheduled activities, and locked-up overnight. Specific arrangements for opening and locking up for special and private functions must be arranged in good time with the Village Manager.
- 3.5 The Clubhouse is available for other group-, private- or commercial functions. All such functions must be scheduled through and with approval of the Village Manager at least 5 working days in advance. Such functions may be subject to certain fees, cleaning services and specific conditions.

4. SECURITY AND SAFETY

- 4.1 The security systems, including access control, surveillance cameras and electric fencing, are managed by E&M and their appointed service providers. Owners/residents are obliged to strictly observe all security arrangements to this effect as notified by the KHOA and E&M from time to time in their directives. The systems may not be tampered with in any way.
- 4.2 The protocol to provide access for service providers or visitors as prescribed by E&M from time to time (as dictated by circumstances or time of day) must be strictly adhered to. Regular or periodic service providers may be registered with E&M to facilitate ease of controlled access. Any contraventions of security arrangements may give rise to imposition of fines as defined herein.
- 4.3 The KHOA has implemented a system of panic buttons to the benefit of all residents in case of medical or safety emergencies. Participation in the system is voluntary and is subject to service cost charges. The system requires regular testing which will be notified in advance by the Village Manager. All residents are encouraged to support this service.
- 4.4 Tampering with fire equipment as installed in the Village is strictly prohibited. Residents are strongly advised to provide their dwellings with serviced fire extinguishers.
- 4.5 The storage of inflammable, explosives or otherwise dangerous liquids or materials that may pose a hazard of any kind is strictly prohibited. In this respect the supply of liquid gas cylinders and cleaning agents for domestic use are to be restricted in compliance with Municipal regulations.
- 4.6 No inflammable materials (e.g. garden refuse or packaging materials) may be accumulated or burnt on the premises or on common property.
- 4.7 The use of braai equipment and braai fires will only be permissible with due consideration to fire safety principles, adjoining properties and pollution constraints.
- 4.8 No firearms or pellet guns may be discharged on the common or private property.
- 4.9 The flying of drones over the Village is prohibited.

5. VEHICLES AND PARKING

- 5.1 Residents and their visitors shall only park in their garages or on their property driveways or in parking areas specifically demarcated for parking (but excluding dedicated ALC parking), and not on sidewalks or roadways. Should short term parking on roadways be unavoidable due to circumstances, free flow of traffic must be maintained at all times.
- 5.2 The speed limit of 20 kph must be observed at all times.
- 5.3 No vehicle maintenance or repairs is permitted on driveways, roadways or common property.
- 5.4 Other vehicles like bicycles, motor cycles, trailers, boats or caravans may only be parked in garages, unless the specific approval of Village Manager is obtained to park such vehicles temporarily on own driveways or common property parking areas.
- 5.5 Vehicles may be washed in own driveways or elsewhere on the premises only. Any debris deposited on adjoining roadways during the process must be cleaned up.

- 5.6 Owners/residents are responsible to repair damage to driveways or common property caused by them, their visitors or service providers. Oil spillage by their or their visitor's or service provider's vehicles must be chemically removed.

6. GARDENS

- 6.1 Residents are not permitted to remove or plant shrubs, flowers or trees on the common property without express permission of the Village Manager.
- 6.2 Lawns as established by the Developer on private and common areas will be maintained by the KHOA.
- 6.3 Owners/residents may beautify their private gardens and are obliged to keep and maintain their gardens in a neat and tidy condition. Gardening tools and equipment must be stored out of sight from the common property.
- 6.4 Service providers that attend to common area gardens as employed by the KHOA may not be employed by any owner/resident without the consent of the Village Manager.

7. MAINTENANCE OF DWELLINGS

- 7.1 The exterior of dwellings may not be painted or otherwise treated to change its architectural appearance, unless specifically authorized to do so by the KHOA.
- 7.2 Owners are obliged, at their cost, to regularly maintain the exterior finishes of dwellings in a neat and tidy condition. To this effect the frequency of periodic external repainting shall be 5 (five) years or less, unless relaxation of this period is consented to by the Village Manager. The type and colour of paint shall also be subject to approval by the Village Manager.
- 7.3 If, in the opinion and sole discretion of the KHOA, the external appearance of a dwelling is such that painting or maintenance has become necessary, irrespective of time lapse since previous painting/maintenance, the incumbent owner shall be obliged to undertake such maintenance or painting within the time frame stipulated by the KHOA, upon instruction from the KHOA.
- 7.4 Owners are obliged to attend to the condition and functional safety of all installations and fittings to a dwelling, including but not limited to geysers, stoves, water reticulation, sewerage, gas installations and electrical systems and lighting.

8. ALTERATIONS AND ADDITIONS

- 8.1 Owners/residents shall not alter or add to the dwelling without the prior written consent of the KHOA, and, if relevant, formal approval of the requisite building drawings by the Municipality.
- 8.2 Installation of air conditioning units shall not be visible from the street. Installation of AC systems should be such that adjoining dwellings are not subjected to noise.
- 8.3 Installation of solar powered electrical systems are permitted. Solar panels must be installed at the same slope as the supporting roof. Such installation must comply with the relevant Municipal regulations.
- 8.4 Installation of DSTV dishes, WiFi receivers or other antenna are allowed, with due consideration to aesthetics and adjoining dwellings.
- 8.5 The erection of additional carports on private premises will not be allowed.

9. NOISE

- 9.1 Noise should be kept to a minimum at all times. The Village Manager in his discretion will have the right to determine whether any noise complained of is excessive and to require that its continuance be ceased immediately.
- 9.2 Motor hooters may not be used anywhere in the Village.
- 9.3 Radios, musical instruments and players and TV sets must be used in such manner as not to be heard in adjoining dwellings or on the common property.

- 9.4 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 and Public Holidays, when no such activities will be allowed.

10. LAUNDRY

- 10.1 Laundry may be hung out to dry only in the areas specifically set aside for that purpose at each dwelling, or elsewhere on the premises but out of sight from the street.
- 10.2 Washing hung out to dry is at the sole risk of the incumbent resident.

11. REFUSE REMOVAL

- 11.1 Residents shall maintain, in a hygienic and dry condition, rubbish bins for domestic refuse within the dwelling or elsewhere on the premises, out of sight from the street and other dwellings.
- 11.2 Domestic refuse shall be collected in black refuse bags. Garden refuse shall be collected in green refuse bags. Refuse for recycling shall be collected in blue refuse bags. These are to be tied/closed and placed next to the roadway in front of dwellings on designated times and days as advised by the Village Manager from time to time, for collection by the Municipality or its service providers.

12. CHILDREN

- 12.1 Residents must supervise 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 plants on common areas, decorations, name plates, fire hose reels, exterior lights, security installations, etc.
- 12.2 For safety and other reasons, children are prohibited to ride bicycles, play ball games, use skate boards, roller skates or paintball guns or throw stones or objects, etc. in the Village.

13. PETS

- 13.1 No owner or resident may keep pets (domestic animals, reptiles or birds) on their premises without the written consent of the KHOA. Such consent will be subject to these Rules as well as any supplementary conditions the KHOA in its sole discretion may impose, in addition to the general condition that owners of pets are obliged to control their pets at all times to ensure they do not cause a nuisance to other residents.
- 13.2 Domestic animals shall be limited to two per dwelling. Dogs shall be small species only. Female animals shall be spayed. Tomcats shall be neutered. No exception to these constraints will be considered.
- 13.3 No pets may be left in a dwelling unattended for an unreasonable length of time.
- 13.4 Residents are obliged to erect a fence at the back outside their dwelling to restrain their pets, at their cost. A drawing indicating the type, size, pattern and layout of the proposed fence is subject to approval by the Village Manager. Any animal allowed outside the dwelling or such fence shall at all times be kept on a leash, and it shall be the responsibility of the person in control of the animal to clear up any fouling of private or common property immediately.
- 13.5 Breach of these Rules or Municipal regulations, for example straying of animals, fouling of private or common areas or incessant barking of dogs, etc., will entitle the KHOA, in its sole discretion, to call on the pet owner to permanently remove the animal from the Village within a certain period of time.
- 13.6 The feeding of wild birds is prohibited.

14. LEVIES, RATES AND TAXES

- 14.1 Owners are liable to promptly pay levies as due on the first day of each calendar month. In the event of default the owner shall pay interest to the KHOA at a rate of 3% (three per centum) per month or part thereof, compounded, for so long as such levies remain outstanding.
- 14.2 Owners are liable to pay rates and taxes and other service charges directly to the Municipality or such service provider. The KHOA does not accept any liability for any default to that effect, or the consequent damages that may arise therefrom.

15. INSURANCE AND DAMAGE

- 15.1 Should any damages of whatsoever nature be caused to the common property by the resident, his family, his tenants, his visitors, his service providers or his or their pets, the resident shall be liable to reimburse the KHOA for the cost of repairing such damage.
- 15.2 Any damage to a dwelling and/or installations due to whatever cause must be reported to the Village Manager without delay. The Village Manager shall have discretion to determine liability for remedial actions required, and arrange for repairs, if applicable. Any disagreement to this effect should be reported to the KHOA.
- 15.3 Owners/residents shall not do or permit anything which may prejudice the KHOA's insurance policy of the common property (including the Clubhouse), the ALC or the Frail Care unit in any way. The Village Manager is authorized to take steps to this effect.
- 15.4 Owners are exclusively responsible for insurance of their full-title dwellings and the contents thereof. Such insurance may be effected as an extension of the KHOA's insurance policy, at the owners cost, should an owner wish to exercise such option.

16. LETTING AND SELLING

- 16.1 An owner who lets or sells a dwelling is obliged to provide the prospective tenant or purchaser, as the case may be, with these Rules as an integral part of the rental or purchase agreement.
- 16.2 A new tenant or owner is obliged to sign a copy of these Rules as proof that he or she accepts and is bound to the provisions of these Rules, prior to taking up residence.
- 16.3 An owner is obliged to seek consent from the KHOA to let a dwelling. Such consent will be subject to the understanding that (a) occupation numbers will be limited to 2 persons per bedroom and (b) the dwelling shall be occupied only by the nominated occupant(s) being +50 years of age (save if the occupant's spouse is younger), unless the KHOA has given written consent that the premises may be occupied by a younger person.
- 16.4 Prior to commencing proceedings to market a dwelling for selling, owners are obliged to observe the compulsory 14-day period for 'Preference to Purchase' as required in Clause 22 of the KHOA Constitution. To this effect the Village Manager must be notified in writing, in good time. Breach of this Rule will entitle the KHOA to fine the owner in the amount of two month's levy.
- 16.5 Payment of the 5% (five per centum) of the market related selling price (after deduction of estate agent's commission) to the KHOA Levy Stabilization Fund is due immediately upon registration of the sale at the Deeds Office. Any delayed payment to this effect shall be deemed to constitute a delay in levy payment.

17. KHOA FINES

- 17.1 The KHOA has agreed to and approved the imposition of a Fine Structure at its 2017 AGM, as summarized hereunder. Such imposition of fines or penalties for transgressions or non-compliance with these Rules and/or in the KHOA Constitution will be subject to prior written notices or warnings issued by or on behalf of the KHOA.
- 17.2 Spot fines for transgressions, for example traffic violations, security regulations breach, stray animals, incessant barking of dogs, or transgressions by visitors or service providers to owners/residents, willful damage, etc. will be quantified in terms of part or multiples of the monthly levy amount, as the KHOA in its discretion may determine.
- 17.3 Fines for an owner's KHOA levy account in arrears shall be based on calculated interest as resolved by the AGM, with the KHOA entitled to also institute punitive actions or legal proceedings to remedy the matter.
- 17.4 Fines as issued to an owner or resident may be disputed in writing to the KHOA – but only after all warnings as issued or corrective actions as required have been given effect to.

18. SETTLEMENT OF DISPUTES

- 18.1 Any complaint by one resident against another should in the first instance be the subject of polite personal communication between the parties concerned, without intervention of the Village Manager, to resolve and settle the issue. Only after the residents concerned have satisfied themselves, by reference to the relevant Rules, that there are reasonable grounds to pursue the complaint and raise a dispute, should an approach be made to the Village Manager
- 18.2 If the resultant dispute is submitted in writing by the aggrieved resident to the Village Manager, he shall mediate and settle the matter within a reasonable time, but within 30 days of such reference.
- 18.3 In the event that the Village Manager is unable to resolve and settle the dispute, it will be referred to the KHOA who will act as quasi-arbitrator and settle the matter. Their decision shall be given in good faith and without prejudice in writing and shall be regarded as final and binding

APPROVED BY THE 2020 ANNUAL GENERAL MEETING:

Ruben Venter – KHOA Chairman

I/we , new Owner/Tenant
 of Erf/Unit No at (address) in
 Kraaibosch Village, George, hereby accept these Rules as an integral part of my/our Purchase/Lease Agreement.

Signed at on

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 Owner/Tenant

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 Witness: