



Villa Rox-Zani Home owners association  
NPC  
Ltd Reg. No. 2004/006530/08  
640 Stephan Road, Magalieskruin, 0182Tel:  
076 616 4899  
email: admin@villaroxzani.co.za

# Villa Rox-Zani

## HOMEOWNERS ASSOCIATION

### RULES

Revision – 02/11/2020

**Important note: The owner of any property or any person with an interest in any property at Villa Rox-Zani, shall automatically, on receiving transfer of the relevant property, becomes and shall remain a member of the Association and will be subject to its constitution and rules until he/she ceases to be an owner. The onus rests upon all owners and residents to ensure that they obtain for themselves a set of HOA Rules prior to residence at Rox Zani and that they subsequently adhere to these rules. Ignorance of the Rules or non-possession of the Rules by owners and residents is not acceptable.**

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## **1. Introduction and Objectives of the Association**

The Villa Rox-Zani Homeowners Association rules was developed and is being maintained and regularly revised by the Board of Directors and the members of the association to promote and protect the interest of all residents of this security complex.

The owner of any property or any person with an interest in any property at Villa Rox-Zani, shall automatically, on receiving transfer of the relevant property, becomes and shall remain a member of the HOA and will be subject to its constitution and rules until he/she ceases to be an owner.

The rules and guidelines contained in this document is applicable to all members, residents and visitors to Villa Rox-Zani.

## **2. Address and Contact details for the Villa Rox-Zani Homeowners Association NPC**

### **Postal Address:**

Postnet Suite 259  
Private Bag X504  
Sinoville  
0129

### **Physical Address:**

640 Stephan Road  
Magalieskruin  
Pretoria

Office / Estate Manager: 076 616 4899

Email : [admin@villaroxzani.co.za](mailto:admin@villaroxzani.co.za)

Web: <https://8fe942-2eb034.preview.sitehub.io/>

## **3. Legal status, enforcement and procedures**

- 3.1 These Rules have been established and are enforceable in terms of the Memorandum of Incorporation of the Villa Rox-Zani Homeowners Association NPC ("HOA") duly accepted at an Annual General Meeting held on 20 August 2019.
- 3.2 All Members are obliged to comply with the rules.
- 3.3 The Registered Owner of every property within the Estate is responsible for ensuring that all members of his/her family, tenants, *bona fide* occupants, visitors, invitees, contractors, delivery persons and employees comply with these rules.
- 3.4 The Board of Directors of the HOA has the right in the event of a breach of a rule by a Member or Resident (and without any notice should the Board in their discretion deem that no notice is warranted) to take such action against the defaulting Member or Resident as they deem fit, including but not limited to:
  - 3.4.1 To remedy the breach at the defaulting Member's cost, and/or;
  - 3.4.2 Impose of a fine as the Board deem appropriate against the defaulting Members (any fines that may be imposed will be debited to the defaulting Members levy account); and/or;
  - 3.4.3 Take such other action, including court proceedings, as the Board deem fit.
- 3.5 These conduct rules are subject to change from time to time and as per Villa Rox-Zani Memorandum of Incorporation at an annual general meeting or a special meeting of the HOA. The Board of Directors are entitled to add to, amend, or repeal any of these conduct rules as deemed necessary to protect the interests of the HOA and its members, the communal interest of Members and the integrity of the Estate as a whole.

3.6 Attached hereto as Annexure E, is a schedule of Fines of listed transgressions. This list is not exhaustive of the transgressions and the Board is not restricted to the fines as listed.

#### 4. Definitions

- 4.1 **“Villa Rox-Zani Homeowners Association NPC (HOA)”** a duly registered and incorporated Non-Profit Company in terms of the Companies Act, Act 71 of 2008 with a Memorandum of Incorporation duly accepted.
- 4.2 **“Governing Documents”** refers to the Memorandum of Incorporation, HOA Rules and the architectural design and building rules and building contractor rules which dictates the contractual relationship between the HOA and its members and aims to protect the investment and benefit of all members. Members are responsible for examining and being familiar with these documents. The governing documents are recorded and available on request from the Estate Manager or the Villa Rox-Zani website and each member is bound by these documents.
- 4.3 **“HOA Management”** refers to the Board of Directors, management staff of Villa Rox-Zani Estate, which manages the communal areas, gardens, perimeter security and administration.
- 4.4 **“Member”** the legal registered owner of a stand within Villa Rox-Zani township, including their family, tenants, *bona fide* occupants, visitors, invitees, employees, contractors, subcontractors and delivery persons.
- 4.5 **“Communal areas”** includes, but may not be limited to, the communal landscaped areas, toilet facility and office.
- 4.6 **“Pets”** refers to dogs and other domestic animals. The definition does not provide for livestock, poultry or pets that may be classified as “exotic”.
- 4.7 **“Resident”** refers to member or tenant of a residential dwelling or other building located within the Estate and includes his family, tenants, *bona fide* occupants, visitors, invitees, employees, contractors, contractors’ subcontractors and delivery persons.
- 4.8 **“Garden Shed”** means a temporary prefabricated plastic structure with a total floor size **not** exceeding 2.5m x 2.5m and not exceeding 2.2m at the structure’s highest point, being used exclusively as alternative temporary storage”. Also refer to the visual image in Annexure A.

#### 5. Interpretation and general

- 5.1 To preserve and enhance the residential amenity and lifestyle within the Estate, all members shall always behave and conduct themselves in a considerate, reasonable and civilised manner, and shall in particular avoid causing inconvenience or nuisance to other members.

#### 6. Member’s obligations

##### 6.1 Levy and levy payments

- 6.1.1 The monthly amount levied from each member of the HOA as that member’s share of the HOA’s expenses, will be determined at the Annual general meetings of the HOA or at any Special General Meeting of the HOA.
- 6.1.2 During such said meeting, guidelines will be laid down as to the determination of the amount of the monthly levy to be paid by each member of the HOA according to a prescribed formulation to be decided by the HOA and by mandate of the homeowners at an Annual General Meeting. (Par. 6.1.1). Any further levies of a special nature will be determined by the Board in conjunction with the Memorandum of Incorporation or in terms of the Companies Act or by way of any resolutions of any Annual or General Meeting.

- 6.1.3 The owner or his proxy shall not be entitled to attend or vote at any meeting of members of the HOA nor be a director of the HOA nor use any facilities of the township while any amount due to the HOA is in arrears.
- 6.1.4 The Directors of the HOA are mandated to institute any necessary special levies in the interests of the members.
- 6.1.5 Levies are payable in advance (regardless of if a statement of account has been received or not), before the seventh (7<sup>th</sup>) day of each month and interest may levied on arrears and/or late payments as per a resolution adopted by the Board of Directors. Also refer to fees schedule Annexure F.
- 6.1.6 Levies or any other amount owed to the Association may not be withheld for any reason whatsoever.
- 6.1.7 Those members who jointly own a property are liable for levies jointly and severally.
- 6.1.8 In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has in law, to take action against the defaulting member as may be resolved upon by the Board of Directors.
- 6.1.9 Members are encouraged to arrange a scheduled payment at the bank to ensure prompt and timeous payment of levies.

## 6.2 Architectural standards

- 6.2.1 All building plans and/or structural modifications shall comply with the guidelines prepared by the Board of Directors, Villa Rox-Zani HOA Rules and condition of title, Memorandum of Incorporation, and municipal building laws as they are applicable to the township and must be approved by the Board of Directors in writing in order to ensure such compliance. This applies especially to any additions and alterations to existing structures.
- 6.2.2 The architectural guidelines are contained in the attached document marked Annexure “A”. No new structures of any sort, permanent or temporary, no permanent internal or external structural alterations will be allowed over or within the two (2) metre wide servitude areas for municipal services and no trees (especially with large roots) may be planted within the area of such servitude or within a distance of two (2) meters thereof on any of the stands at Rox Zani without submission of proper plans to the Home Owners Board and the written consent of the board of directors of the Association.
- 6.2.3 No lapa’s, lean-to type structures, wood or zinc structures or roofs are allowed to be erected on the property and any allowable and authorised future alterations made to any buildings on the property are to be aesthetically in sympathy with the original structures, all this in accordance with the conditions of title and/or the local and township building regulations.
- 6.2.4 The Board of Directors shall approve the erection of a **“garden shed”** (please note the definition of a “garden shed” in clause 4 of this document as well as the visual image as included in Annexure A) on your property subjected to the following terms and conditions:
  - 6.2.4.1 The owner shall before erecting/installing a **“garden shed”** formally (in writing) apply to the Board of Directors for permission to erect/install a **“garden shed”** on the property. Such application shall include:
    - 6.2.4.1.1 A basic “birds view” drawing of the layout of the property clearly indicating the intended location where the **“garden shed”** will be placed.
    - 6.2.4.1.2 A detailed description of the **“garden shed”** including the dimensions, colour and fabrication material.
    - 6.2.4.1.3 Where reasonably possible, shall include an actual visual picture or photo of the **“garden shed”** to be erected/installed.
    - 6.2.4.1.4 Date of installation of such a **“garden shed”**.

- 6.2.4.2 The owners shall before erecting/installing a **“garden shed”** consider the HOA rules as indicated in clause 6.2 of the HOA rules (Architectural Standards) and specifically consider rule 6.2.2 which refers to (amongst others) the limitations of alterations within the 2-meter servitude areas for municipal services.
- 6.2.4.3 The owners shall before erecting/installing a **“garden shed”** consider the fact that the **“garden shed”** shall be placed as discreetly out of view as possible and **MAY NOT** be visible from the street scape inside or outside of the boundaries of the Villa Rox-Zani development.
- 6.2.4.4 It is strictly prohibited to use the **“garden shed”** as permanent or temporary sleeping accommodation of any sort including accommodating domestic workers.
- 6.2.4.5 The Board holds the right to (for the purpose of managing and keeping the colour schemes within the Villa Rox-Zani Development in harmony), limit the colour(s) of any such **“garden shed”** to grey/black and cream/brown as this seems to be the most available and popular colours on the market at the time (Sept 2019) when the terms and conditions were considered and approved by the Board of Directors for allowing a **“garden shed”** to be erected/installed on any property within the Villa Rox-Zani development and may without prior notice be amended from time to time at the discretion of the Board of Directors.
- 6.2.4.6 Any such **“garden shed”** approved by the Board of Directors shall be maintained and kept neat in order not to become dilapidated. The owner shall be obliged to remove and /or replace any **“garden shed”** becoming dilapidated because of age or neglect to upkeep the **“garden shed”**.
- 6.2.4.7 The owners shall before erecting/installing a **“garden shed”** consider the regulatory health and safety requirements as prescribed by law to manage risks such as fire, environmental impacts and others relevant bylaws related to the erection of any such **“garden shed”** structures.
- 6.2.5 Chroma deck type carport/awnings are allowed providing plans for such a structure are submitted to the Board. Freestanding structures of this type are prohibited. Carports not to be erected passed the building line or house structure and into the street. A 3-tier fascia must colour-match the house concerned. (Annexure A).

## 7. General

### 7.1 Notices

Any written notice addressed to an owner or occupant at the property owned or occupied will be deemed to have been received and its contents to have come to the addressee's notice if:

- 7.1.1 It's either delivered at the property to any person ostensibly in occupation of the property and ostensibly fourteen years of age or older.
- 7.1.2 If the notice or correspondence is slotted under or strongly affixed to what appears to be the main entrance door/gate to the premises.
- 7.1.3 If it is posted by the prepaid registered mail to any postal address of which the owner may have advised the HOA in writing.
- 7.1.4 It is send electronically by email, SMS or WhatsApp to any email address or cell number, of which the owner may have advised the HOA in writing, then four days from sending the email to the owner.

### 7.2 Refuse removal and recycling

- 7.2.1 A refuse removal company has been appointed by the Board of Directors and services Villa Rox-Zani on a weekly basis. The collection of refuse is every Friday morning or a day decided upon.
- 7.2.2 Only the company as described in Point 7.1.1 may service or remove containers owned by them.
- 7.2.3 Containers provided by the Service Provider remain their property and should not be removed from units.
- 7.2.4 Damage caused to dust bins by the collection vehicles of the Service Provider but excluding fire/excessive heat damage may be exchanged by the company at no cost. A container that is intentionally damaged or destroyed by a member or vandalised by another party must be replaced at the cost of the owner of such unit at a fee to be determined by the service provider.
- 7.2.5 No bins may be placed outside the estate at any time. Only **one bin per unit** is collected by the service provider on a weekly basis.
- 7.2.6 Bins may be placed in or near the street scape in front of the unit on the day the service provider empty the bins.
- 7.2.7 Bins must be removed from the street scape as soon as possible after the service provider has emptied the bins on the same day and shall be stored out of sight. Refuse bins may not stand permanently in front of any unit.
- 7.2.8 No refuse bags or boxes containing refuse may be placed on the pavement, street or communal areas.
- 7.2.9 Residents are to ensure refuse are placed in bags before placed in the refuse bin in order to prevent liquids, papers, tins etc. to be spilled or scattered in the street during the emptying process.
- 7.2.10 Garden refuse should be disposed of at the municipal garden refuse site by the resident.
- 7.2.11 Bins must be sanitized regularly by owners or residents to avoid smells and to keep them hygienic.
- 7.2.12 Refuse bins situated at the guard house is for communal garden refuse only and are not to be used by individual owners.

### **7.3 Re-sales and letting**

- 7.3.1 In order to ensure that prospective property purchasers are correctly informed about the Estate and to avoid the proliferation of unsightly signage, members are encouraged to employ an Estate Agent duly registered with the HOA for re-sales and letting.
- 7.3.2 All sales agreements must include an obligation for the purchaser to become a member of the HOA upon transfer of the property in his/her name and to remain as a member for so long as he is the registered owner of the property.
- 7.3.3 In the instances where the beneficial ownership or control of a company, close corporation, trust or other association, which constitute the owner of a property is changed or transferred, the transferor must notify the HOA forthwith of the change or transfer and with the full names and address of the new member(s).
- 7.3.4 Any lease agreement in respect of a member's property must include an obligation for the tenant to observe the HOA rules of the Estate.
- 7.3.5 Members are obliged to ensure that his/her estate agent is in possession of a copy of the Villa Rox-Zani HOA Rules. And that the purchaser / lessee or occupier is furnished with a copy of the rules prior to occupation and that he/she binds himself/herself in writing to subject himself/herself to these rules as from the date of occupancy or ownership. It is the responsibility of the registered owner to ensure that new owners and tenants are given rules prior to any change of ownership or occupancy.

## **7.4 Clearance Certificates**

- 7.4.1 When property is sold, a Clearance Certificate must be obtained from the Estate Manager at a cost determined by the HOA (Which amount may be adjusted annually at the discretion of the HOA), prior to any transfer and prior to occupancy by any lessee.
- 7.4.2 The Association shall withhold the certificate until all amounts due to it in respect of the property have been paid and until it has been furnished with a written notice of acknowledgement by the purchaser or tenant that he has received and read and binds himself to these rules. A Clearance Certificate may be refused if in the opinion of the Board any owner has infringed these rules which infringement may call for corrective action by the owner at the cost of the owner prior to his/her divesting himself/herself of a property or if rates/levies funds remain unpaid.
- 7.4.3 An owner intending to sell or let must inform the HOA 14 days prior to any sale or lease contract being entered into and a written request for the issuing of a Clearance Certificate must have been received by the HOA or the Estate Managers prior to sale.

## **7.5 Advertisements / signboards**

- 7.5.1 Estate agents may not erect more than one (1) advertising board per house/erf which board must be placed at the designated place against the wall in front of the estate, failing to do so, the HOA may remove the boards concerning the stand in question at the expense of the owner of the stand.
- 7.5.2 No flyers or promotional material of any kind may be distributed in the Estate or at/or near or outside the gates to the Estate, unless prior written authorisation has been obtained in writing from the Board of Directors.
- 7.5.3 No advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted outside or on properties within the Estate.
- 7.5.4 No door-to-door canvassing may be done, or advertisements, flyers or similar material may be delivered to properties within the Estate.
- 7.5.5 No Hawkers are permitted to transact business on the Estate.

## **7.6 Gardens and property maintenance**

- 7.6.1 Landscape areas of the Estate including communal areas will be maintained and managed by the HOA.
- 7.6.2 No trees, plants, sidewalk lawn or paving surfaces, may be removed or tampered with without the permission of the Board of Directors. No plants may interfere with pedestrian traffic or obscure the vision of motorists. No tree or plant may pollute or cause a nuisance to private property or in the streets or public areas.
- 7.6.3 Members are requested not to plant any noxious flora in their gardens.

## **7.7 Estate appearance**

- 7.7.1 Members are requested to leave the open spaces in a clean and tidy condition and to conscientiously dispose of any litter.
- 7.7.2 Gardens within the Estate which are neglected shall be maintained by the HOA at the Member's cost.
- 7.7.3 Unless written permission is obtained from the HOA, no open fires, braai or barbecuing is permitted in open areas or anywhere on the communal areas.

## **7.8 Aesthetic appearance of properties**

- 7.8.1 Every owner is obliged to maintain, water, trim, keep clean, tidy and manicure the area between the road and the boundary of his property at his/her own cost. Should a member fail to do this within three days after being notified by the Estate Manager, then the work will be carried out on his behalf and the reasonable cost thereof billed to the owner's levy account.
- 7.8.2 Residents are obliged to maintain private gardens in neat, clean and manicured condition.
- 7.8.3 Residents residing along the electrified boundary fence, shall keep the fence clear of any vegetation or obstructions with at least 30cm. Residents shall advise their visitors, employees, contractors and minors of the dangers pertaining to such electric fences.
- 7.8.4 Trees planted by the HOA shall be maintained by the Estate's gardener.
- 7.8.5 The owner/occupant is obliged to apply pest control where necessary at his own costs.
- 7.8.6 Garden fences, garden walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted in the required standard township colours where necessary by the owner.
- 7.8.7 Building materials or materials of any sort may not be kept or dumped on the sidewalk or on communal areas under any circumstances.
- 7.8.8 A member shall not hang any washing, laundry or any items that are visible from the road or over any boundary fence.
- 7.8.9 Fixtures and other items such as wash lines, air conditioning ducts and units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators and kennels should be seated as discretely and out of view as possible and may only be installed subject to prior written approval of the HOA.
- 7.8.10 Owners and occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or fluids onto the streets or street-sides or that they do not in any other way damage or deface the roads or public areas. Owners shall be obliged to clean unsightly spills of any sort from the communal and private driveways. The Board may further impose a fine or have the unsightly spill cleaned and charge the cost thereof to owner's account.
- 7.8.11 No owner or occupier shall be permitted to dismantle or effect repairs to any item or vehicle or machine in the streets or on the sidewalks or on any piece of community property or private property in view of the street.
- 7.8.12 No person may walk on the walls of any property within the Villa Rox-Zani Estate. Parents are obliged to ensure that their children do not walk on the perimeter walls.
- 7.8.13 Swimming pool or fountain water must not be channelled into the communal areas in the township. No wastewater or liquids may be channelled into or onto the street so as to pollute the environment or create unhygienic situations.
- 7.8.14 No commercial businesses, clubs or voluntary associations may be run or conducted from within the homes or premises within the township without the express written permission of the Board of Directors which shall not be unreasonably withheld following formal written application by the occupier and depending upon the nature of the activity or business to be conducted. Residents shall adhere to all applicable legislation.
- 7.8.15 No garage areas may be used for sleeping accommodation and/or for the accommodation of persons, animals or domestic helpers, contractors or visitors on a temporary or permanent basis and not illegal occupation or use of any premises is allowed.
- 7.8.16 The occupancy rate of each home is limited according to its design and no overcrowding of accommodation is allowed at any time:

**Occupancy:**

- 2 Bedroom units: 4 people
- 3 Bedroom units: 6 people
- 4 Bedroom units: 8 people

## **8. Safety and welfare**

### **8.1 Security**

- 8.1.1 Security is of paramount importance to Villa Rox-Zani Estate. Members shall always assist and comply with the security systems and procedures implemented on the Board of Directors, particularly with regards to access control.
- 8.1.2 The perimeter electric fence and CCTV serve as deterrent factors only and do not guarantee an intrusion-free Estate.
- 8.1.3 Ongoing improved security systems and management will be put in place and members will be accordingly informed.
- 8.1.4 All people passing through the main gate at any time must ensure that the gate closes entirely before they move away from the exit to stop any person or vehicle from slipping into the complex before the gate has fully closed. Fines shall apply.
- 8.1.5 No unauthorised or unknown persons may be allowed in by any person passing through the gate at any time. No person may pass through the gate and enter the complex unless by the express permission of the resident they intend to visit.
- 8.1.6 Residents must personally meet visitors at the gate or at their homes or must make use of the telephone system controlling entry and monitor their actions. Electronic gate monitors or cell phone /remote controllers or information concerning entry/exit codes may not be issued to any person (including servants/workers and contractors) apart from a *bona fide* resident unless by express permission in writing of the BOARD OF DIRECTORS whilst the remote system is allowed by the Board.
- 8.1.7 Any infringement in this regard must immediately be notified to the BOARD OF DIRECTORS, SAPS or security service providers appointed by the HOA.
- 8.1.8 Any ID card system, electronic, code numbers or any system introduced by the HOA for permanent workers, temporary workers and contractor representatives must be conscientiously dealt with by the owners in the communal interest (and paid for by every owner on a pro rata basis determined by the HOA from time to time) with respect to movement control of people in residents employ or those connected to him/her. Security codes must be kept confidential by residents and residents may not issue gate entry codes in an irresponsible manner.
- 8.1.9 Owners are obliged to request visitors to adhere to access and exit control protocol and owners are requested to treat the access control personnel (if any are placed on duty) in a co-operative and courteous manner.
- 8.1.10 Residents are obliged to furnish details of persons temporarily occupying their premises during their own absence.
- 8.1.11 All attempts at burglary, instances of wall jumping, vandalism and damage (accidental or malicious) to communal property/units must be reported to the Board of Directors immediately.
- 8.1.12 No person may tamper with or play with the sensor lights or cameras on the main gate or with the keyboards or any security or other equipment inside and outside the gates. This especially applies to children. No unauthorised person including children may open either the main gate or the man gate by way of the keypads.
- 8.1.13 No person may interfere with the operation of the automatic gate and lifting the gate off its rails is regarded as a serious offence against the security of the township. No person, owner or visitor may tamper with the operation of the gates or security systems in any

way which may cause damage or danger. Everyone is warned that the electric wiring of the wall security system carries dangerously high voltage which must not be interfered with.

- 8.1.14 Any person observing an open gate or faulty gate must report it to the Board of Directors or any other person immediately.

## **8.2 Access procedure**

Only members with vehicles will be registered to open/close the main gate by Cell phone system. Pedestrians will be registered to use the pedestrian gate.

It is the member's responsibility to inform the Estate Manager of any changes to domestic workers.

8.2.1 Process to register access control: Members must: -

- Complete a gate access form (Available at the Estate Manager of the Estate).
- Submit completed gate access form to the Estate Manager (Forms are available at the Estate Manager).
- Applicant's details are verified.
- Access detail is captured into the system.
- Member is registered onto an electronic system giving them access to the main gate.

8.2.2 Process to register access control for Domestic workers: Members must: -

- Submit completed application for domestic worker form and a copy of the applicant's ID to the Estate Manager.
- Applicants detail is verified.
- Access detail is captured.
- Domestic worker is registered onto an electronic system giving them access to the pedestrian gate only.

## **8.3 Roads and traffic**

8.3.1 Internal roads and sidewalks are used by everyone, and extreme care must be taken by drivers to ensure the safety of all other users and pedestrians.

8.3.2 The HOA is not authorised to enforce the provisions contained in the Road Traffic Act and or Municipal by-laws. However, such non-enforcement does not compromise a condonation by the HOA of any breaches thereof by any person within the Estate. The BOARD OF DIRECTORS reserve the right to impose the rules, inclusive of fines, as provided in the rules and MOI against traffic offenders.

8.3.3 The speed limit is 15 km/hour, and the appropriate regulations of the Road Traffic Ordinance shall apply.

8.3.4 A maximum loading of 4 (four) tons per axle for a truck is permitted in and on the Estate internal roads. Furniture removal trucks are permitted at the discretion of the HOA.

8.3.5 No heavy vehicles are allowed into Villa Rox-Zani.

8.3.6 Garages are to be used primarily for vehicle accommodation rather than only for storage space.

8.3.7 Every effort is to be made by residents to park vehicles neatly off the street area. No caravans, trailers, boats, equipment, tools, engine and vehicle parts may be kept in front of the fences or buildings. No vehicles, items or materials may be stored or parked in such a way as to be unsightly or to cause offence to the community.

8.3.8 No vehicle may be parked in any position to endanger the movement of people or traffic or cause a nuisance.

- 8.3.9 Except for arrival and departure, motorbikes or any four-wheel motorcycles are not permitted to drive around the Estate at any time.
- 8.3.10 The operator /driver of any vehicle on the Estate must be in possession of a valid driver's license applicable for the type of motor vehicle or motorcycle that is being driven or operated as stipulated in the National Road Traffic Act.

## 8.4 Animals and pets

- 8.4.1 The local bylaws relating to pets will be strictly adhered to and enforced.
- 8.4.2 Pets are permitted at the discretion of the Board of Directors, and such permission may be withdrawn at any time, without reason, justification or liability.
- 8.4.3 Every pet (Excluding house birds) kept at the Estate must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without such identification will be captured and handed to the municipal pound. Any costs incurred in such a process will be for the account of the owner of the pet.
- 8.4.4 Cats, livestock, poultry and farm animals are prohibited.
- 8.4.5 Only **TWO** small-breed dogs (+- 20 – 30cm in height) are allowed in the Estate. (This rules has been amended on 22 October 2020 at the annual general meeting)
- 8.4.6 Dogs walking with the owner shall be on a lease with no exception.
- 8.4.7 Any pets or dogs which causes a nuisance and which are not on a controlled leash on the communal areas may be removed from the Estate by the BOARD OF DIRECTORS, without further notice.
- 8.4.8 Pets need to be strictly controlled by members, both on communal property and on private property.
- 8.4.9 All pets must be kept within an enclosure or enclosed yard or inside the residential dwelling.
- 8.4.10 Pet excrement must be immediately removed by the member or handler along the communal areas.
- 8.4.11 Pet Excrement may not be placed on or washed onto the street and may not foul the gardens to be unhygienic or a nuisance.
- 8.4.12 No animals of any kind shall be raised, bread, or kept for any commercial purpose on any stand.
- 8.4.13 No slaughtering of animals and butchery activities may be carried out on any stand or on the Estate.
- 8.4.14 Members are responsible for any personal injury or property damage caused by their pets.
- 8.4.15 People wishing to keep exotic pets i.e. pets requiring permits, should contact the Estate Manager for written permission prior to obtaining such pets or bringing these pets onto the Estate.

## 8.5 Neighbour relations

- 8.5.1 The HOA and its management are not responsible for “instant policing” of transgressions with regards to point 8.5.
- 8.5.2 It is suggested that neighbours and the Estate security service providers are notified of imminent parties or any social activities and that all members conform to moderate restraints.
- 8.5.3 Owners are responsible for the behaviour and performance of their tenants in terms of the Rules.
- 8.5.4 No business activity or hobby or any activity which causes irritation or nuisance to fellow occupants may be conducted, including but not limited to public meetings, auctions, and jumble sales. No business, non-residential or commercial activity may be

conducted at Villa Rox-Zani without the prior written permission of the Board of the Homeowners' Association.

- 8.5.5 Members must be courteous of the times and types of noise they're creating. Partying must be conducted with the minimum noise generation and no music; noise or merrymaking may be heard outside the boundaries of the applicable unit, between midnight and 06:00am.
- 8.5.6 The use of power saws, noisy electric or mechanical tools, lawn mowers, machines and the like, should only be undertaken between the following hours on Mondays to Saturdays: 07h30 –18h00. No equipment or tools as mentioned may be used on a Sunday to avoid undue noise.
- 8.5.7 No ignition of fireworks will be allowed in the township. No communal area may be used for any private celebration or party. No Crude language, verbal abuse, fighting or aggression, misbehaviour, excessive alcohol use having a negative or disturbing effect upon residents, or drug consumption or immorality of any sort is allowed, and general disturbing of the peace is banned. Cigarette butts may not be dropped in the communal areas.
- 8.5.8 Washing may be hung only on lines or structures screened from the street and from neighbouring properties.
- 8.5.9 Members are reminded that their conduct is at all times governed also by the Local Council of Tshwane by-laws.




## **8.6 Dispute resolution**

- 8.6.1 Whenever a grievance or dispute between members is reported to the HOA and remains unresolved, the board may require of such members to have the grievance or dispute resolved by way of arbitration and may inform them accordingly. Notwithstanding anything elsewhere provided for in these rules, any such grievance or dispute between any members of the HOA shall be determined by the terms of an arbitration agreement attached hereto as the Annexure D Dealing with Disputes and in terms of the Rules for Expedited Arbitration attached to the Arbitration agreement in this Annexure B by virtue of their membership of the HOA.

## **8.7 Indemnity**

- 8.7.1 The residents' use of the communal property is always entirely at their own risk. Every member of the HOA, on becoming a member of the HOA, waives any right he/she may obtain against the HOA to claim any damages incurred by virtue of damage to or loss of life or property or the personal injury of any member or visitor occasioned while anywhere in the township. Every member indemnifies the HOA against any such claim made by the member's spouse, child, parent, servant, guest, or invitee. Directors are authorized by the Act to obtain assistance from the HOA towards indemnity insurance. (Act 30).

**Annexure A – Architectural Standards**

| <b>Characteristics, composition and elements of buildings</b> |                                                                           |                                                                                       |
|---------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Roof finishes</b>                                          | Terra cotta-coloured concrete tiles                                       |                                                                                       |
| <b>Wall finishes</b>                                          | Smooth plaster                                                            |                                                                                       |
| <b>Windows &amp; doors</b>                                    | Timber, aluminium                                                         |                                                                                       |
| <b>Covered verandas, pergolas and patios</b>                  | To be designed to match finishes of main structure                        |                                                                                       |
| <b>External balustrading</b>                                  | Plastered masonry, painted steel                                          |                                                                                       |
| <b>Aerials and solar panels</b>                               | As inconspicuous as possible                                              |                                                                                       |
| <b>Boundary enclosure</b>                                     | Plastered brick walls with profiled coping/painted                        |                                                                                       |
| <b>Swimming pools</b>                                         | Fibre or concrete                                                         |                                                                                       |
| <b>Driveways and access roads</b>                             | Grey bevelling                                                            |                                                                                       |
| <b>Painting of houses</b>                                     | Earth colours (Refer to sample colour chart available on request)         |                                                                                       |
| <b>Roofs</b>                                                  | Terra cotta /Charcoal /Grey only                                          |                                                                                       |
| <b>External walls</b>                                         | Earth colours / Grey                                                      |                                                                                       |
| <b>Windows &amp; doors</b>                                    | Natural timber                                                            |                                                                                       |
| <b>Gates</b>                                                  | Black                                                                     |                                                                                       |
| <b>Carports/Awnings</b>                                       | Steel Frame and shall have 3 tier facias with colours matching the house. |  |
| <b>Seamless gutters &amp; downpipes</b>                       | Gutter: Seamless<br>Downpipe: Round/square<br>Colour: Match house         |  |
| <b>Garden Shed</b>                                            | Refer to clause 4.8 and 6.2.5                                             |  |

**Annexure B – Arbitration Procedure**

## **ARBITRATION PROCEDURE**

### **1. INITIATING DISPUTE RESOLUTION PROCEDURE**

Any party to a dispute (the CLAIMANT) shall initiate the dispute resolution procedure by notifying the HOA in writing, briefly declaring the nature of the dispute, and sending a copy to the other party or parties to the dispute (the DEFENDANT/S).

### **2. EARLY SETTLEMENT PROCEDURES**

The HOA will take steps to encourage the parties to settle any dispute amicably and quickly. However, where in the opinion of HOA the prospect of settlement is slim, HOA will notify the parties that it has referred the matter to arbitration and the steps set out in the rest of the Rules will follow.

### **3. SELECTING THE ARBITRATOR**

HOA will enquire from the parties whether they have agreed on an ARBITRATOR and, if so, such ARBITRATOR will be appointed by HOA to resolve the dispute. If, on enquiry, it appears that the parties have not agreed upon an ARBITRATOR, then HOA will itself select and appoint a suitable ARBITRATOR, and, if necessary, any substitute or alternative ARBITRATOR where appropriate. Any ARBITRATOR appointed through HOA may be required to accept a Code of Conduct for ARBITRATORS prescribed by HOA.

### **4. ADMINISTRATION FEES**

- 4.1 Once the matter is referred to arbitration by the CLAIMANT, the parties will be requested to pay a minimum prescribed administration fee and, from time to time as the proceedings progress, such other fees and costs as may be payable. The tariff for such fees and costs shall be arranged with the ARBITRATOR.
- 4.2 Should any one party fail to pay its share of any administration fee or cost when requested by the ARBITRATOR, that party will lose the right to participate in the arbitration process so long as that party is in default of payment and the proceedings will continue to their conclusion in the absence of such party, unless the ARBITRATOR orders otherwise in the special circumstances of any case.

### **5. RULES FOR ARBITRATION PROCEEDINGS**

- 5.1 The ARBITRATOR will notify the parties of a date to meet with the ARBITRATOR in order to determine the procedure to be followed to finalise the dispute.
- 5.2 The ARBITRATOR may require the parties to set out their respective claims and answers in writing, or in greater detail, on such terms as he may require.
- 5.3 It shall be entirely within the power and competence of the ARBITRATOR to decide upon any matters related to the proper preparation of the dispute for hearing and in that regard the ARBITRATOR will direct the parties accordingly.
- 5.4 The ARBITRATOR will set the date for hearing and choose the venue for the hearing and determine all matters regarding any aspect of the hearing. Moreover, the ARBITRATOR can decide whether at the hearing the parties are to give oral evidence or confine themselves to

presenting their cases in writing or by some other appropriate procedure. In this regard, the ARBITRATOR will be guided by considerations of fairness, the cost-effective resolution of the dispute, and the need to resolve the dispute quickly.

- 5.5 The ARBITRATOR has the widest discretion and powers allowed by law to ensure the just, expeditious, economical, and final determination of all the disputes raised in the proceedings including the matter of costs and, if needs be, he shall have all the powers accorded to an ARBITRATOR acting under the AFSA Rules for Administered Arbitrations. All powers and functions exercised by the ARBITRATOR shall be in accordance with the provisions of the Arbitration Act of 1965.

## **6. INTERLOCUTORY MATTERS AND TEMPORARY ORDERS**

Should the need arise for any party to seek interim or temporary relief before the arbitration is finalized, that party may apply to the ARBITRATOR to grant such interlocutory order or give the required temporary relief and the ARBITRATOR shall have the same power to do so as if the matter were one heard by a Judge in the High Court save that if by law such power or order cannot be exercised or given by an ARBITRATOR then, and then only, should the parties refer such matter to an appropriate Court.

## **7. CONFIDENTIALITY**

The proceedings shall be confidential. Neither the parties nor the ARBITRATOR shall disclose to third parties any information regarding the proceedings, the award, or settlement terms unless the parties otherwise agree in writing.

## **8. DEFAULT**

Should any party fail to co-operate with the ARBITRATOR with the result that in the view of the ARBITRATOR such default or omission prejudices the arbitration process then the ARBITRATOR can either?

- 8.1 give that party written notice that unless it remedies the default or omission within a given time, it will forfeit the right to continue to participate in the arbitration with the same consequences as set out in 4.2 above or,
- 8.2 warn the party in writing that its default or omission may make it liable to a punitive order of costs irrespective whether it succeeds in the arbitration or not and such punitive award of costs may include an order of attorney and client costs or attorney and own client costs as those expressions are understood in the Uniform Rules of Court.

## **9. THE AWARD**

- 9.1 The ARBITRATOR must give his award within thirty days after finalisation of the proceedings unless the parties otherwise agree.
- 9.2 The ARBITRATOR'S award must be published to the parties in an appropriate fashion.
- 9.3 Unless the parties have in writing agreed otherwise at any time before the final award is given, there shall be no right of appeal from the award. In cases where the Parties have agreed otherwise, the appeal provisions agreed to by the Parties will apply.

**COSTS AND DISPUTE RESOLUTION  
(Refer to Annexure B)**

PROPOSED COSTS AND DISPUTE RESOLUTION BETWEEN MEMBERS

The Rules are expanded to incorporate provisions to deal with disputes between members. For this purpose, it is proposed to include after Clause 20, "Penalties" a Clause 21 "Costs and Dispute Resolution Between Members".

**21. COSTS AND DISPUTE RESOLUTION BETWEEN MEMBERS**

**21.1 COSTS**

Any owner, tenant or occupier of any property may be held responsible by the HOA for any costs, legal or otherwise, incurred by the HOA in pursuance of any action, work or corrective measures which may be required because of any owner or occupier's non-compliance with these rules.

**21.2 DISPUTE RESOLUTION BETWEEN MEMBERS**

21.2.1 Whenever a grievance or dispute between members is reported to the HOA and remains unresolved, the Board may require of such members to have the grievance or dispute resolved by way of arbitration. Notwithstanding anything elsewhere provided for in these rules, any such grievance or dispute between members of the Association shall be determined by arbitration in terms of an arbitration agreement attached hereto as Dispute Annexure "D" and in terms of the Rules for Expedited Arbitration attached to the arbitration agreement in Annexure "D". Members are bound to the provisions of this procedure by virtue of their membership of the Association. Notwithstanding any of the provisions contained in these Rules, and notwithstanding any specific powers, rights and/or obligations which the HOA may have in terms of these Rules, an arbitrator shall have the power and authority to impose the following fines and awards:

21.2.1.1 A fine not exceeding R2000-00 per transgression.

21.2.1.2 An award for damages, specific performance or an interdict or mandamus not exceeding the jurisdiction of the Regional Division of the Magistrate's Court.

21.2.2 The imposition of a deposit as recognizance for the observance of conditions laid down by the arbitrator not exceeding R5000-00, for such period as the arbitrator may deem expedient, which deposit shall be held in trust by the HOA as security to ensure that the specific transgression is not repeated during such period. In the event of the conditions upon which the recognisances were given are not observed by the person who gave the same, the deposit shall be forfeited to the HOA in terms of the arbitrator's award over and above any further fines or penalties that may be imposed as a result of such transgression, and such declaration of forfeiture by the arbitrator shall have the effect of a judgement in a civil action in the Magistrate's Court of the district.

21.2.3 The arbitration shall be held informally but otherwise under the provisions of the Arbitration Act No. 42 of 1965, as amended from time to time, or any Act passed in substitution for it, and in accordance with the Rules for Expedited Arbitration provided for in Annexure "B" hereto.

- 21.2.4 The arbitrator shall be a practicing attorney or advocate of not less than eight years standing, agreed upon between the parties, and failing such agreement, appointed by the HOA in its sole discretion.
- 21.2.5 The decision of the arbitrator shall be final and binding upon all the parties, unless otherwise agreed to in terms of the provisions contained in Annexure "B" and shall be carried into effect by them and made an order of any competent Court including any decision regarding the costs of the arbitration which the arbitrator shall be empowered to make.
- 21.2.6 Notwithstanding the foregoing, any party shall be entitled to approach any Court of competent jurisdiction for urgent or injunctive relief.

Agreement by and between:

\_\_\_\_\_

And

\_\_\_\_\_

Be it acknowledged, that we the undersigned as our interests exist in and to a certain contract, dispute, controversy, action, or claim described as:

.....  
.....  
.....(

the claim) do hereby agree to resolve any dispute or controversy we now have or may ever have in connection with or arising from said claim by binding Arbitration.

Said Arbitration shall be in accordance with the rules and procedures of the VILLA ROX-ZANI HOMEOWNERS ASSOCIATION attached hereto, which rules and procedures for arbitration are incorporated herein by reference and the decision or award by the Arbitrator shall be final, conclusive and binding upon each of us and enforceable in a court of law of proper jurisdiction.

Signed at ..... this ..... day of .....

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FINES POLICY

Fines are implemented to empower the HOA to carry out its duties to enforce the governing documents. With a system of monetary penalties, it is a way to deal with residents who violate the HOA Rules. The HOA has a duty to enforce the governing documents.

These rules have been established in terms of the MOI of the HOA. The rules are binding to all residents and invitees to the Estate. Any damages to the HOA property, because of a resident and/or their invitees, shall be the liability of the Registered Member.

Harmonious community living is only achieved when good neighbourliness is not sacrificed by any resident who disturbs the harmony of actions of disorderly conduct. The Registered Owner of the property is responsible to ensure that his/her tenants/invitees abide by the rules.

### 1. Members duties and responsibilities

- 1.1 If an owner lets his/her property or any part thereof, he/she must ensure that the tenant is provided with a copy of the HOA rules.
- 1.2 An owner may not use his/her property or any part of the communal facilities, or permit it to be used, in any manner or for a purpose, that will cause a rule violation or create a disturbance or that will be harmful to the reputation of the estate.
- 1.3 Open spaces and communal facilities may not be damaged in any way. Litter may not be strewn on open spaces or communal facilities but must be placed in the litter bins where these are provided.

### 2. Penalty clause

A Resident/Member, who contravenes or fails to comply with the HOA rules, or any rule in the Annexures to the rules, is guilty of an offence, and can be held liable, by decision of the BOARD OF DIRECTORS, to a penalty or fine, which will be charged to the registered owner.

### 3. Enforcement of the rules

To enforce the rules, the Directors may do the following:

- 3.1 Notify a member in writing of the non-compliance of the HOA Rules, require reparation if damages are involved, or settlement of the cost/expenses of the Estate for executing the reparation, or payment of a fine, within a period that may be determined by the Directors. Refer to fine schedule.
- 3.2 Take the necessary action, including legal action, as the Board deems necessary, to enforce the reparation of any breach of a rule or to recover damages to the Estate from a Member.
- 3.3 The Member involved may be billed to pay the costs incurred in the process and or charge fines and other penalties, on the premise, that the amounts of any fines shall be revised and approved on an AGM, on the premise that the Directors shall always act in a fair, responsible, transparent and reasonable manner, in enforcing the Rules of resolving disputes.
- 3.4 A Member may appeal against the decision of the Board. Upon review, the decision of the Board is final.

#### 4. General enforcement procedure

- 4.1 Homeowners found to be in violation of the Villa Rox-Zani HOA Rules will receive a written warning letter outlining the violation with a request to remedy the problem within a specified time. The time may vary based on the nature of the violation.
- 4.2 The homeowner must either rectify the violation or submit a written request for a hearing with the Board of Directors to dispute the violation within 10 days of the date of the notice.
- 4.3 If the violation(s) still remains uncorrected and the owner does not dispute the violation in writing, a notice of violation as well as a fine (see fine schedule below) applied to the owner's levy account will be issued in writing.
- 4.4 If, the violation(s) remains uncorrected, the board shall have the right to remedy the violation(s) by way of the provisions set forth in the Act.
- 4.5 A copy of the fine is to be given to the rule transgressor. The second copy to remain on file.

#### Fine Schedule and Guidelines

The following Table of Fines and Penalties has been approved by the Board and ratified at the AGM. The Fines and Penalties may be reviewed and updated from time to time, and amendments are to be approved in the same manner.

| DESCRIPTION                                                                                                    | FINE AMOUNT               |                                   |
|----------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------|
|                                                                                                                | 1 <sup>ST</sup> VIOLATION | 2 <sup>ND</sup> VIOLATION         |
| General rule violation and violation of the HOA rules                                                          | Written warning           | R500                              |
| Noise pollution or unreasonable nuisance to other residents                                                    | Written warning           | R500                              |
| Unsafe driving                                                                                                 | R500                      | R1000                             |
| Discharging of fireworks on the Estate                                                                         | R1000                     | R2000                             |
| Not following the correct Access Control procedures                                                            | R1100                     | R2000                             |
| Abuse or obstruction of directors and/or any HOA personnel in the performance of their duties and/or functions | Written warning           | R1000                             |
| Malicious Damage to Estate Property, incl. Fauna / Flora                                                       | R1000 plus cost of repair | Legal proceedings                 |
| Dog not on a leash / tagged with member's details                                                              | Written warning           | R250                              |
| Dogs / other pets causing a disturbance to neighbours                                                          | Written warning           | R500                              |
| Oil spills on paved areas                                                                                      | Written warning           | R500 plus cost to clean the spill |