



CONDUCT RULES

IN TERMS OF THE CONSTITUTION AND LEASE AGREEMENT (WITH ANNEXURES) OF
THE

VOORTREKKER PARK HOME OWNERS ASSOCIATION

VERSION: 2.0

JULY 2023

CHAIR PERSON

DATE

2023-08-12

VICE CHAIR PERSON

DATE

2023-08-12

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1. INTRODUCTION

Voortrekker Park, Holiday and Residential Complex has been developed / designed as a holiday and residential estate to provide a pleasant lifestyle to all its members and residents. The Home Owners Association (HOA), Members and Residents are governed by these Conduct Rules and Lease (Rental) Agreement (including Annexures) with the City of Cape Town (CoCT).

The **Management Rules** are imbedded within the **Constitution** of the Association. To protect and enhance this lifestyle, these Conduct Rules have been established in conjunction with the terms of the City of Cape Town (CoCT) Lease (Rental) Agreement. Each Home Owner (Member) has a **separate Lease Agreement** with CoCT. These **Rules** are not established to limit member's lifestyle and investment, but rather to protect it. These **Conduct Rules** may be modified, amended, or repealed from time to time by the Home Owners Association (HOA) Executive Council (EC), also referred to as **Executive Committee**, subject to the limitations implied in the **Constitution**.

2. **BINDING NATURE**

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

3. **DEFINITIONS, INTERPRETATIONS AND DELEGATIONS**

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

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

- a. A **Homeowners Association Executive Committee (EC)** is the **governance body (function)** of a common interest development. This governance body is given the authority to enforce the **rules, covenants, conditions, and restrictions** of managing the **individual and common amenities and aesthetics** of the development.
- b. A **Homeowners Association (HOA)** is a non-profit association and is subject to statutes that govern non-profit Homeowner Associations. All homeowners (**Members**) **automatically** belong to the **HOA General Committee**. The HOA Body elects the **HOA Executive Committee (EC)** or (**EXCOM**) as required in the Constitution.
- c. The **VPHOA** means the **Voortrekker Park Homeowners Association (General Committee)**.
- d. The **Common Areas/Property** means the land owned by the CoCT and will include all services (whether Municipal or otherwise) and buildings constructed therein, excluding the individual units (dwellings), constructed or purchased by Members.

- e. The **Complex** means the **portion** of Greater Voortrekker Park Holiday Resort allocated for this purpose.
- f. **Member** means a member of the Association. The term "member" generally has the same meaning as "homeowner" but is more exact and ties in with the Constitution. For this reason, "member" is used in preference to "homeowner", "unit owner" or "owner".
- g. **Committee or EXCOM** means the HOA Management or **Executive Committee (EC)**, which acts **on behalf** of the **Home Owners Association**.
- h. **Vehicle** means any form of conveyance, whether self-propelled or driven by machine or person.
- i. **A Pet** means any animal kept for companionship and enjoyment.
- j. The **Managing Agent** means any company or representative of said company that may/has been **appointed by the HOA** to manage the affairs or some affairs for the Association.
- k. An **Estate Agent** means a **registered person** appointed by an individual Member (Owner) to sell or lease the member's unit.
- l. **Contract Worker** means a worker that is contracted on a temporary or part time basis by a Member, Tenant, the Executive Committee, or the Managing Agent to deliver a service, e.g. *Building Contract Worker, Gardener, Cleaner, etc.*
- m. **Employee** means a worker that is contracted on a fulltime basis to a Member, Tenant, HOA Committee, or the Managing Agent, e.g. Domestic Employee / Maintenance Employee.
- n. **Policy** means any set of instructions to govern or describe a particular function or methodology. Policies may be amended or changed from time-to-time by the HOA Executive Committee.
- o. **Rules** means these **Conduct Rules** and the **Abbreviated Rules**.
- p. The **Abbreviated Rules** is a sub-set (shortened set) of general rules for ease of reference, describing the most common rules applicable to the complex.
- q. "**Erf**" or **Plot** means the area of land **leased** to a member by CoCT.
- r. A **Notice** means a notice of **non-conformance** or **non-compliance** issued by the HOA Executive Committee on any Member or Resident.

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

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

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

4. SALE OF UNIT

- 4.1. A Member who wishes to sell his / hers unit shall ensure that the **sale agreement** includes provisions in terms of which:
- Advise the HOA Executive Committee **in writing** of his / hers intention to sell their unit.
 - The purchaser **agrees to become a member of the Association (HOA)** upon registration of transfer (session) of the unit into the purchaser's name.
 - The purchaser agrees to be **bound by the provisions** of the Constitution, CoCT Lease Agreement, Annexures, the Conduct Rules, Policies and the Abbreviated Rules.
 - Complete all documentation** required by HOA Committee and CoCT. All documents must be requested via the HOA Committee **before** the process and transaction can take place. Refer to the applicable Policy for the process and documentation required.
 - CoCT will only deal** via the HOA EC member tasked with buying, selling and letting of properties.
- 4.2. No "For Sale" signs, nor any other advertising methods will be **erected inside or outside the complex or unit** without written consent of the HOA Committee.
- 4.3. The **Seller or Estate Agent** shall ensure that the **buyer / purchaser is fully aware** of the provisions of the VP Constitution, CoCT Rental Agreement (with Annexures), HOA Policies and Rules, that can be obtained from the VP HOA's Website, www.vphomeowners.com
- 4.4. The **Member or Estate Agent** is **obliged to notify** the HOA Committee and/or Managing Agent **in writing** of the ultimate sale and transfer of the unit. The **new owner** shall arrange for all bills and accounts to be transferred into his / hers name and address.

5. LETTING AND OCCUPATION OF PROPERTIES

- 5.1. Units may be used for holiday or residential purposes and no person may **conduct a business or practice a trade** from the unit. **Specific minor trades** may be approved by the HOA Committee. The written consent of **adjacent members** must be obtained **before approaching** the HOA for approval.
- 5.2. No **MEMBER** shall permit the **number of persons residing** in the unit to exceed two (2) persons per bedroom of the unit. Members and estate agents shall communicate this clearly to **prospective buyers / tenants**. The **tenant signing the lease agreement** shall be the person residing in the unit.



- 5.3. **Owners who contravene the section above**, by allowing more than one family to occupy each unit / "erf" will be charged a **monthly fine or penalty**.
- 5.4. **Tenants to whom properties are let or leased are obliged to abide by the Rules. The agent / member who is letting, is obliged to supply the tenants with a copy of the Conduct Rules as well as the Abbreviated Rules.**
- 5.5. All lessees of units and other persons granted rights of occupancy by a member, shall be **obliged to comply with these Rules**, notwithstanding any provision to the contrary contained in or the absence of provisions in any lease or any grant of rights of occupancy. **Sub-letting by tenants are strictly prohibited.**
- 5.6. **Within fourteen (14) days** after concluding a lease agreement or occupancy arrangement in respect of a member's property, the member shall furnish the HOA Committee with the **names and surnames of the lessees or occupants of his unit, their contact details and such further particulars as the HOA Committee may request** as per the relevant Policy.
- 5.7. When a member uses an Estate Agent to let an unit, the **member** should furnish the HOA Committee with **full details of the Estate Agent** (Name, Surname, Company and Telephone number). The HOA Committee **shall not insist** on the use of **specific** estate agents.
- 5.8. Access may be denied to an estate agent who transgresses the **Rules**.
- 5.9. **Tenants to whom properties are let or leased, should address their complaints or problems Directly to the owner (member) of the property they are letting, or the agent used by the owner. Under no circumstances must the tenant contact any HOA Committee member/s or Managing Agent of the HOA to address their problems.**

6. PROPERTY / BUILDING ALTERATIONS

- 6.1. Approval of any proposed alterations is to be obtained from the **HOA EC and neighbors before submission of plans to CoCT** for approval. ***NB: At this stage there are specific restrictions (a moratorium) on alterations/additions. There are on-going negotiations between the HOA EC and CoCT regarding this moratorium. The reason provided is that the land must be re-zoned for permanent occupation.***
- 6.2. No member may place **any attachment** or do **any alterations** or upgrading the outside of his Unit or "Erf", including but not limited to, **all attachments, screens, fences, shade ports, Wendy's** without the written approval of CoCT. Under "previous" conditions Members must submit the request to the HOA Committee in writing and the following is then required:
- (a) Submission and request for approval of detailed plans to the HOA Committee.
 - (b) A unit owner is at liberty to make any alteration **inside** his / her unit, **provided it** does not affect the **structural integrity** of the unit. As the HOA committee members are no experts on this aspect, the following is required:
 - (c) Submission and approval of (HOA scrutinized) plans to CoCT. The HOA committee will add their comments. ***Note: At this stage the CoCT/Local Municipality will or might not accept or approve any alterations due to the moratorium in place.***
- 6.3. All building work undertaken by a contractor or by the member must be done **between 08h00**

and 18h00 weekdays and 08h00 to 16h00 on Saturdays. No contract workers on site or construction to be done on public holidays and Sundays, unless specifically approved in writing by the HOA Committee and neighbors.

- 6.4. Members and Tenants are **responsible for the maintenance, neatness and cleanliness of their Units, "Erf" and the paving and roadway** in front of their units. The HOA committee reserves the right to issue a **Notice** or affect repairs or maintenance at the expense of the defaulting **Member**.
- 6.5. Members are responsible for the maintenance of **trees** on their "erf". CoCT or the HOA will only maintain trees on the **common property**. Trees may be cut or trimmed at the expense of the owner, with the approval of the Municipal Manager and HOA Committee.
- 6.6. Members are **responsible** for their own unit's **water meter** and must ensure that it is **accessible to CoCT** to take monthly water meter readings. Water meters must be clear of any dirt, soil, plants, or shrubs.
- 6.7. The general **colour code** of the complex dwellings **must be adhered to** and must be agreed by members at the AGM if changed. The current colour code is **wood finish or neutral finish** for the units and **green for roofs** as specified in the Lease, annexures and policy documents.
- 6.8. **Cracked / broken windows, barge boards and facias must be replaced within 10 days** of damage. Other damage repair time will be specified by the HOA Committee (aesthetics inspection team).

7. DOMESTIC AND GARDEN REFUSE

- 7.1. Each member and tenant shall keep the refuse container (**wheelie bin**) at the back or side of the unit and **out of sight** as far as possible
- 7.2. Residents, especially children and visitors, shall not deposit, throw or permit the depositing or throwing on **common areas**, any rubbish, including dirt, sweet wrappers, papers, cigarette butts, food scraps or any other litter whatsoever.
- 7.2. **Garden refuse** may **not** be left in the **front of the unit** where it is visible but must be removed to the designated area on completion of the work in the garden.
- 7.3. **Garden Services** must remove all garden refuse (including grass cuttings) from the **adjacent or common areas** after the completion of their work. The HOA, member or tenant to whom the garden services are contracted to, will be held liable for the actions of their contractor in this regard.
- 7.4. **Refuse bins** must be put out for collection on pre-collection days and must be put back into their place of storage at their respective units before 20h00 on the days of collection. Under no circumstances must wheelie bins be left at the entrance gate for later removal or degrade the aesthetics of the complex.

8. COMMON AREAS

- 8.1 When visiting the **common areas**, the members, members of their household, children, employees, tenants, invitees, guests **shall comply** with the following:
 - a) Shall **respect the privacy** of residents whose property front onto the common areas.

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- b) Noise must be kept to a minimum.
- c) No person to **throw, kick or hit** any object whatsoever in these areas.
- d) **Parents are solely responsible for their children's actions and safety** around the **common areas and play parks**. This also applies to roads and the whole complex in general.
- 8.2. **Lighting of fires, braaiing or camping on common areas** is strictly prohibited unless prior approval was obtained from the HOA Committee for such activities.
- 8.2. Disturbing, collecting or destroying plant material, on common or private areas, is prohibited.
- 8.3. Littering or discarding of any item whatsoever on common areas is prohibited.
- 8.4. **Children must be supervised** when playing in **common areas or play park**.
- 8.5. No **playing, tampering or adjusting** of fire-fighting and irrigation systems are permitted.
- 8.6. No playing under, on or near the **washing lines** are permitted.
- 8.7. It is the responsibility of all persons residing in the complex to report to the HOA Committee, any bad behavior, foul language, malfunctioning equipment or **damage within the common areas**.
- 8.8. Vehicles, motorbikes, scooters, skateboards or any form of conveyance are not allowed on the **common areas or walk-ways**.

9. WILD LIFE AND KEEPING AND CONTROLLING OF PETS

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

10. TRAFFIC / PEDESTRIANS

- 10.1. Members, tenants, residents and visitors must **exercise proper care** and keep proper observation when driving in the complex and observe the maximum speed limit of **10 kilometers per hour**, as well as obey all other **traffic signs and road markings**.
- 10.2. Only persons with **valid driver's licenses** may drive any vehicle or motor cycle in the complex.
- 10.3. No vehicle / pedestrian shall enter or leave the complex at any point except at the entrance gate / pedestrian gate.
- 10.4. Heavy truck deliveries of **more than 3 tonnes** are not permitted **without the consent** of the




HOA. Not before 08h00 and after 18h00 on weekdays, nor before 08h00 and after 15h00 on Saturdays. Heavy truck deliveries are **not allowed on Sundays, unless** with prior arrangement with the HOA committee.

- 10.5. No vehicle that leaks oil or fuel is allowed within the complex. Should such a vehicle enter the complex and **cause a spill**, the spill will be cleaned by the HOA Committee and the **cost will be recovered from the member / resident responsible**.
- 10.6. No person shall drive / ride or park any vehicle within the complex in such a manner that would **constitute an offence** under the relevant road traffic laws.
- 10.7. No person shall **permanently store any unserviceable vehicle** (including a motorbike, trailer, boat or a caravan) or the like, in an area or on a road within the complex within view of any other resident.
- 10.8. No parked vehicle may **obstruct** any part of the roadway, where it would cause an obstruction to other traffic.
- 10.9. No person may do **major mechanical repairs** to a vehicle where the vehicle is **visible from the street or common areas**.
- 10.10 All forms of **conveyance**, vehicles, toys, especially motorcycles, included, must have **efficient silencer systems**.
- 10.11 **No unnecessary hooting** is allowed within the complex or at the entrance gate.
- 10.12. No excessive **revving of engines** is allowed within the complex.
- 10.13. The **walkways and the common areas** are there **for pedestrians only**. No bicycles, scooters, skate boards, pedal cars and similar toys are allowed on the **walkways or common areas**.

11 SECURITY MEASURES

- 11.1. Voortrekker Park Complex is not presented as a "security complex". The HOA Committee or HOA in general is **not accountable** for the **general security** of the complex. Automated access gates and electric fencing are there for added security only, and may not always be functional. Every **member, resident or person is responsible** for his/her own security and **that of their household**.
- 11.2. Every member and resident shall ensure that the members of their household, their visitors, guests, and employees, comply with the **security measures** implemented and communicated by the HOA Committee.
- 11.3. No person may **interfere with any security system** installed within the complex. Designated HOA or other members/residents will be responsible for security systems.
- 11.4. The entrance gate / pedestrian gate **must always be closed**. Users must observe closure on **entering or leaving** the complex.
- 11.5. No person may interfere or place **obstructions** in front of the entrance gate/ pedestrian gate **to keep it open**.
- 11.6. Electronic entrance gate **access and remote control units** must be obtained from the HOA Committee as per the **relevant policy**.
- 11.7. Every member or tenant is **responsible for the security** of his / her own unit, Wendy house,

store, vehicle, etc, and may install a security system of his / her choice at his / her own cost. This system **shall not cause a nuisance to residents.**

- 11.8. Every person, when entering or leaving the complex, *must first wait for the main gate to close* before driving/walking off and ensure that no illegal person enters the complex. Every resident or tenant has **full right to query the intentions of visitors at the gate.**

12. RISK AND INDEMNITY

- 12.1. Members and members of their household, employees, tenants, invitees, guests, present in the complex and on the common areas, using any of the services, land or equipment, **do so at their own risk.** Members and members of their household, employees, tenants, invitees, guests, **waives any right he / she may obtain against the HOA or HOA committee** to claim any damages by virtue of damages to or loss of property or personal injury occasioned whilst present in the complex.
- 12.2. **A Reaction Team**, loosely made up of **non-professional volunteer residents**, may react to emergency situations, but cannot be held liable to claim any damages by virtue of damages to or loss of property or personal injury occasioned whilst present in the complex.
- 12.3. Every member and resident **indemnify the HOA** against such claims made by the owners, members of their household, employees, tenants, invitees, contractors, or guests.
- 12.4. The Complex is **not** presented as a "secure complex". Any security system installed by the HOA is for **added security only** and **may not be operational at all times.** Residents are responsible for their own and visitor security and that of their personal effects.

13. COMMERCIAL ACTIVITIES

- 13.1. No **advertising boards** may be displayed anywhere within the Complex.
- 13.2. No **door to door canvassing** is permitted within the Complex.
- 13.3. It is prohibited to **conduct any business**, without the written approval by the HOA Committee.
- 13.4. **HOA initiated** commercial activities are allowed on the common property for the benefit of the HOA, Complex and/or residents.

14. CONTRACTORS / CONTRACT WORKERS / EMPLOYEES

- 14.1. Members or tenants must supply contact details to the HOA Committee for any Contract Worker, prior to any work being conducted within the Complex. This **excludes once off installations or deliveries.**
- 14.2. On submission of the Contractor's contact details, the **Member** will provide the contractor with access to enter the Complex and **accept full responsibility** for their actions.
- 14.3. Members or Tenants must have the following details for domestic worker / general worker / gardener.
- (a) Copy of valid ID Document.
 - (b) Personal Details.

- (c) A "workers" card / permit will be issued by the HOA Committee. Workers must have this card/permit on their person, and display it all the time. Worker's cards/permits **will be issued by the relevant appointed EC member, by prior arrangement.**

- 14.4. Building contractors shall supply or make arrangement for toilet/ablution facilities for their workers, when active in the complex for a period of time. The ablution facilities in the Caravan Park may be used, with the consent of the Municipal manager.

15. NOISE AND NUISANCE

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

16 GENERAL

- 16.1. Members and members of their household, employees, tenants, invitees, guests or members of their tenant's household, employees, invitees, and guests shall comply with:
- No **garments, household linen or any washing** may be hung or placed anywhere where it is easily visible from the road or common areas. Washing lines, twirl dry, etc. must be out of sight.
 - The use of **fireworks** is **strictly prohibited** within the Complex.
 - Open fires** must always be accompanied by a fire extinguisher, hose pipe, or bucket of water.
 - Any person shall not pose a threat to any other person in the complex or **carry a firearm or any dangerous weapon.** Threats against any person will **not be tolerated.**
 - No person must **park any vehicle or conveyance** on another member's "erf", plot or driveway **without permission.**
 - Parked vehicles should not **block or limit access** to roads or driveways.
- 16.2. Whenever the HOA receives a **written complaint** from a **member or tenant** relating to the **behavior or action** of any person in the complex, the HOA shall **investigate** and take the appropriate steps required to remedy the complaint **within the scope of the Abbreviated Rules, Conduct Rules and the Constitution.** The complainant will be advised in writing of



the recommendations or action taken. The HOA is not prevented by this clause from **taking any action on its own initiative.**

17. FINES AND PENALTIES

17.1. Any person who contravenes any provision of the Constitution, Conduct Rules, Policies or any conditions imposed by or directions given in terms of the **Rules**, shall be deemed to have **breached** the Conduct Rules and will be subjected to **finest and penalties** imposed by the HOA EC and which may include the imposition of a fine, for each separate offence, as per the appropriate "Fines" Policy.

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

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

17.2. The following procedural steps may be taken against anyone that does not abide by the Conduct Rules, Abbreviated Rules, Constitution or CoCT Rental (Lease) agreement:

- (a) Written Warning (**Notice**) of **non-compliance with the Rules.**
- (b) Invitation to a HOA Committee special meeting (**if required**), and
- (c) this may be followed by internal dispute mechanism.
- (d) Appropriate fine as per the latest "Fines" policy.
- (e) CSOS intervention (**if required**).
- (f) Legal Action (**if applicable**).

* See latest "Fines" Policy

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

18. RELAXATION OF RULES

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



19. DOCUMENTATION

All documentation covering the governance and operational aspects of the Voortrekker Park HOA is published on our website www.vphomeowners.com

We urge all members, homeowners, tenants, managing agents, estate agents, and others to share and convey this information to all relevant / interested / affected individuals or parties for their information and consideration before renting or purchasing units in the Complex.

END



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