



**WELGELEGEN
HOME OWNERS ASSOCIATION
CODE OF CONDUCT**

Contents

1. DEFINITIONS.....	3
2. INTRODUCTION.....	6
3. AMENDMENTS.....	6
4. LEGAL STATUS AND LIMITED LIABILITY.....	6
5. USE OF PROPERTY ON ERVEN AND UNITS.....	6
6. DAMAGE, ALTERATIONS OR ADDITIONS.....	7
7. BUSINESS ACTIVITIES.....	8
8. SIGNS AND NOTICES.....	8
9. SELLING AND LETTING OF PROPERTY.....	8
10. EXTERIOR OF BUILDINGS.....	9
11. ADHERING TO ARCHITECTURAL STANDARDS.....	10
12. ENSURING A PLEASING STREETScape.....	11
13. GARDENING AND PLANTS.....	11
14. VEHICLES.....	12
15. GOOD NEIGHBOURLINESS.....	13
16. COMPLAINTS, GRIEVANCES AND DISPUTES.....	14
17. CHILDREN.....	15
18. ACTIVITIES ON COMMON PROPERTY.....	15
19. PETS.....	16
20. ERADICATION OF PESTS.....	17
21. ENVIRONMENTAL MANAGEMENT.....	17
22. REFUSE REMOVAL.....	17
23. LITTERING.....	17
24. SECURITY.....	18
25. DOMESTIC WORKERS.....	19
26. LIABILITIES.....	19
27. LEVIES.....	19
28. COMMUNICATION.....	20
29. ENFORCEMENT OF RULES.....	21
30. FINE STRUCTURE.....	21
31. REFERENCES.....	23

1. DEFINITIONS

“ARCHITECTURAL GUIDELINES AND RULES”	Shall refer to the guidelines formulated to govern the structures and appearances of buildings and gardens at WELGELEGEN and includes all/any amendments made thereto from time to time.
“ASSOCIATION”	Shall have the same meaning as “WELGELEGEN HOME OWNERS ASSOCIATION” or “HOA” referring to the body collectively consisting of all the Members as defined herein, also referred to as members of the ASSOCIATION.
“BOARD”	Shall refer to the BOARD of TRUSTEES as elected from time to time by the home owners and/or appointed by the Developer.
“CHAIRPERSON”	Means The Chairperson appointed as such by the BOARD of TRUSTEES.
“CONDUCT RULES”	Means the Rules which regulate the conduct of the Home owners in WELGELEGEN ESTATE, WELGELEGEN VILLAGE and WELGELEGEN VIEWS as provided for herein.
“COMMON PROPERTY”	Has the same meaning as “communal areas” and shall refer to an ERF / ERVEN owned by the ASSOCIATION.
“CONSTITUTION”	Refers to the WELGELEGEN Constitution as amended from time to time with relevant annexures hereto.
“CONTROLLING ARCHITECT”	Means the architect as appointed by the BOARD.
“DESIGN REVIEW PANEL”	A committee comprising the CONTROLLING ARCHITECT, persons from the Association and Estate Management, for overseeing all building activities conducted on WELGELEGEN. Also referred to as “DRP”.
“DEVELOPER”	Means CAPE ESTATES PROPERTIES OUTENIQUA [PROPRIETARY] LIMITED REGISTRATION NO: 1993/006590/07, a duly registered South African company or its successors-in-title.
“DEVELOPMENT/S”	Means the developments WELGELEGEN ESTATE, WELGELEGEN VILLAGE AND THE VIEWS, or one of them, with the collection meaning “WELGELEGEN”.
“DOMESTIC WORKER”	Shall include gardeners as well as all house workers employed by residents.
“ENVIRONMENTAL MANAGEMENT PLAN”	Means the Environmental Management Plan produced for the development and also referred to as the EMP
“ERF”	Means every ERF in WELGELEGEN which in terms of the subdivision

of WELGELEGEN enjoys single and/or general residential and/or group housing and/or assisted living and/or frail care and/or business use rights.

“ERVEN”	Means every ERF in WELGELEGEN collectively and includes immovable property transferred or to be transferred in accordance with the provisions hereto to the ASSOCIATION.
“HOME OFFICE”	Means any property or portion of property in WELGELEGEN utilized only for administrative purposes for business activities by the owner of such property, without employing any employees /contractors/agents, or entertaining customers, clients or other 3rd parties on such property for the purpose of carrying on- or promoting the said business activities.
“HOME OWNERS”	Shall refer to persons (natural-and/or juristic) who are registered owners of Erven in WELGELEGEN, constituting members of the HOA as defined herein.
“IMPROVEMENTS”	Means any work undertaken on an ERF and/or in respect of a UNIT including the erection or alteration of any structures, landscaping and planting.
“IN HOUSE DISPUTE PROCEDURE, ARBITRATION AND THE OMBUDSMAN”	Refer to the provisions of section 36 of the Constitution.
“LEVY”	Means the levy referred to in the Constitution.
“LOCAL AUTHORITY”	Means the George Municipality or other Local Authority from time to time or any agent or contractor appointed by the George Municipality to act on its behalf.
“MANAGING AGENT”	Means any person or body appointed by the ASSOCIATION as an independent contractor to undertake any of the functions of the ASSOCIATION.
“MEMBER”	Means every registered Owner of an Erf and THE VIEWS, who shall be one Member. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of the Constitution
“OMBUD SERVICE ACT”	Means the Community Schemes Ombud Service Act, 2011 and all regulations enacted in terms thereof.
“OWNER”	Means the registered OWNER of an ERF or UNIT the registered owner of an erf and/or Unit in WELGELEGEN and such owners shall collectively constitute the members of the HOA, provided that The Views shall constitute 1 (one) member.
“PERSON”	Means a natural person, juristic person and including a Company,

	Close Corporation Trust, partnership or other ASSOCIATION of persons qualified to own Immovable Property.
“PROPERTY”	Shall mean an Erf or Unit, together with improvements (as defined herein), immovable dwellings, buildings and fixtures thereto.
“RESIDENT”	Means the lawful occupant of property in WELGELEGEN, inclusive of owners, tenants or family members permanently residing in such property.
“SECTIONAL TITLES ACT”	Means the Sectional Titles Act, 1986 and the Sectional Titles Management Services Act, 2011 and any amendment, modification or substitution thereof from time to time.
“THE VIEWS”	Means the Body Corporate of the Views Sectional Title Scheme, developed on Erf 27854 in the Municipality and Division of George, Province of the Western Cape in accordance with approval obtained from the LOCAL AUTHORITY and includes all/any extension/s of the township approved by the LOCAL AUTHORITY upon application by the Developer.
“TRUSTEES”	Shall refer to the TRUSTEES of the ASSOCIATION as elected from time to time and include alternate and/or co-opted TRUSTEES.
“UNIT”	Means a Unit as defined in the Sectional Titles Act in the Sectional Title Scheme known as the VIEWS.
“WELGELEGEN”	means the residential portion of the development of WELGELEGEN township being erf 25544 In the Municipality Division of George, Province Western Cape in accordance with approval obtained from the LOCAL AUTHORITY and includes all/any extension/s of the township approved by the LOCAL AUTHORITY upon application by the Developer, which development includes WELGELEGEN ESTATE, WELGELEGEN VILLAGE AND THE VIEWS.
“WELGELEGEN ESTATE”	Means the residential portion of WELGELEGEN, excluding WELGELEGEN VILLAGE AND THE VIEWS.
“WELGELEGEN VILLAGE”	Means the residential portion of WELGELEGEN developed on certain immovable property being ERF 27857 to Erf 27883 GEORGE and ERF 25679 GEORGE to ERF 25691 GEORGE totalling 43 erven, in the Municipality & Division of George, Province Western Cape in accordance with approval obtained from the LOCAL AUTHORITY and includes all/any extension/s of the township approved by the LOCAL AUTHORITY upon application by the Developer.
“WELGELEGEN VIEWS”	Means the residential portion of WELGELEGEN developed on certain immovable property being ERF 27854 and/or 25635, in the Municipality & Division of George, Province Western Cape in accordance with approval obtained from the LOCAL AUTHORITY and includes all/any extension/s of the township approved by the LOCAL

AUTHORITY upon application by the Developer.

2. INTRODUCTION

The Home Owners ASSOCIATION may from time to time make such conduct rules as are deemed necessary and desirable for the general wellbeing of residents, including such conduct rules relating to the use of common property and other recreational and exercise facilities.

3. AMENDMENTS

The TRUSTEES may amend or add to the conduct rules from time to time, as may be deemed necessary to ensure the happy and orderly coexistence of residents, subject to the final approval of any said amendment by the HOA.

4. LEGAL STATUS AND LIMITED LIABILITY

The Home Owners ASSOCIATION is a common law corporate body and as such:

- 4.1. Its assets, liabilities, rights and obligations vest in it independently of its members;
- 4.2. It may not distribute any of its profits and gains to any person and it will use its funds solely for the objects for which it has been established and for investment;
- 4.3. It will have perpetual succession;
- 4.4. It may initiate legal action or be sued in its own name;
- 4.5. The Owners and TRUSTEES will not by reason of their membership or election/appointment respectively, be liable for the liabilities and obligations of the ASSOCIATION.

5. USE OF PROPERTY ON ERVEN AND UNITS

- 5.1. Owners shall use or permit their properties (as the case may be), to be used only for residential purposes, unless specifically authorised by the TRUSTEES and then only in compliance with appropriate municipal regulations and in accordance with the provisions of this clause.
- 5.2. No Owner or tenant shall conduct any business (excluding a HOME OFFICE) or any type of lodging, tourist accommodation, Airbnb- or Bed and Breakfast activities on property in WELGELEGEN.

- 5.3. Should an Owner wish to let its property, or house swap, this may not be done for a period of less than 30 days, unless authorized in writing by the TRUSTEES. An application to this effect to the TRUSTEES must be accompanied by a signed lease agreement between the parties and a criminal background check on prospective tenants which is mandatory. The TRUSTEES shall be entitled in their absolute discretion to refuse such application or to approve the application unconditionally or to approve the application subject to such conditions as the TRUSTEES may deem necessary.
- 5.4. Granny flat occupants and personal caretaker(s) are allowed subject to a written, motivated application to the TRUSTEES and subsequent written approval.
- 5.5. In respect of WELGELEGEN VILLAGE and WELGELEGEN VIEWS. A property on a Erf/Unit shall only be occupied only:
 - 5.5.1. by the nominated occupant who must be at least 50 years of age; and-
 - 5.5.2. the nominated occupant's spouse/partner who may be less than 50 [fifty] years of age.
- 5.6. Any Owner who wants to exercise any of the rights mentioned in this clause, shall have the onus to ascertain whether or not the prevalent circumstances justify the exercising of such right. In the event of any uncertainty of the owner in this regard, the latter must refer the matter to the Chairperson, shall submit the matter to the BOARD for consideration at its exclusive discretion. The following factors shall be taken into account by the BOARD in reaching a decision:
 - 5.6.1. the provisions of this Code of Conduct, the Constitution, the regulations of the relevant Local Authority and any other relevant legal provisions;
 - 5.6.2. the consequences of exercising discretion in favour of the owner, including the possibility of untenable precedents set for the future for WELGELEGEN;
 - 5.6.3. the specific circumstances related to each situation and the rights and obligations of all stakeholders that may be affected by the decision;
 - 5.6.4. the provisions of section 36 of the RSA Constitution, providing for the balancing of the respective rights of all involved in order to ensure that the outcome is reasonable and justifiable in an open and democratic society; and-
 - 5.6.5. The principles of good neighbourliness, reasonableness, fairness and tolerance taking into account the interests of all Owners.

6. DAMAGE, ALTERATIONS OR ADDITIONS

- 6.1. An Owner shall be liable, at own cost, to maintain his/her property, as well as all electrical installations, including but not limited to the stove, geyser, and other elements and also drainage and sewerage works in the property and shall at all times maintain the property in a good condition.
- 6.2. An Owner shall pay all service charges as well as the costs of electricity and water incurred in respect of the relevant property.
- 6.3. An Owner shall not alter or add to the relevant property or any portion thereof without the prior written consent of the HOA.

- 6.4. Any Owner or occupier of a property or portion thereof, shall not store any material, or do, permit or allow to be done, any dangerous act on any portion of the property, which will or may increase the rate of the premium payable by the ASSOCIATION or any other owner in respect of any insurance policy.

7. BUSINESS ACTIVITIES

- 7.1. No business or trade, excluding a HOME OFFICE may be conducted on the common property, Erven or Units except if approved in writing at the absolute discretion of the TRUSTEES in accordance with municipal regulations for residential areas and in such a way that no nuisance is caused to other residents.
- 7.2. A HOME OFFICE does not require written (or any other) approval by the TRUSTEES.
- 7.3. No auctions (in respect of moveable property) or jumble sales may be held on the common property, Erven or Units.
- 7.4. No advertisements or publicity material may be exhibited or distributed on the common property, Erven or Units without the written consent of the HOA. Such consent shall not be unreasonably withheld by the HOA in respect of the Developer. In respect of the Sales Office of the Developer, such consent for 1 (one) advertisement sign (as per the dimensions of said sign as on 1st June 2019) shall be considered once per year for as long as the Sales Office remains on the WELGELEGEN premises.

8. SIGNS AND NOTICES

- 8.1. No Owner of an Erf or Unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, Erven or Units without the written consent of the HOA. In respect of the Sales Office of the Developer, such consent shall be considered once per year for as long as the Sales Office remains on the WELGELEGEN premises.
- 8.2. Only registered agents (with the Estate Agents Professional Board) as appointed by the OWNER may temporarily erect "For Sale" or "To Let" signs subject to prior approval by Estate Management and only at such times as allocated by the latter.

9. SELLING AND LETTING OF PROPERTY

- 9.1. Members or their estate agents must ensure that the prospective buyer/tenant is informed about-, and receives a copy of this Code of Conduct and where the property is sold, the Constitution and the Architectural Guidelines and Rules. The HOA has a reasonable presumption that new owners are in possession of the Code of Conduct and relevant rules and Guidelines, and that they are fully conversant therewith.

- 9.2. Members or their estate agents must accompany a prospective tenant/buyer to view property in WELGELEGEN. By exception show days will be allowed, by prior arrangement with Estate Management and on such conditions as determined by the latter.
- 9.3. Estate agents as appointed by the owner must register according to the guidelines as set out in clause 24.
- 9.4. In the event of property being sold or rented out, the new Owner or tenant, as the case may be, must sign a copy of the Code of Conduct as proof that such new Owner or tenant accepts the fact that he or she will be bound thereto.
- 9.5. The Seller of property in WELGELEGEN will not be entitled to transfer same without a clearance certificate from the HOA. The Clearance Certificate is a prerequisite for the registration of transfer and will be issued only if the owner is in good standing as regards levies and all other rules of the HOA.
- 9.6. Owners selling or letting a property in WELGELEGEN, must ensure that the sale/lease agreement contains the following clauses:
 - 9.6.1. In the event of selling a property, the purchaser acknowledges that he or she, upon registration of transfer of ownership, becomes a Member of the HOA and will be subject to the Rules of Conduct and the WELGELEGEN Constitution.
 - 9.6.2. In the event of a tenant, that compliance with the Rules of Conduct and the WELGELEGEN Constitution by such tenant is an essential term of the lease, failing which the lease agreement may be cancelled. Where a tenant persists in failing to comply with the said Rules and or Constitution, despite written demand by Estate Management the relevant Owner must, when so directed by the TRUSTEES, take such steps as may be necessary or required in law to cancel the lease agreement and ensure that the tenant is evicted from the Estate. The Owner accepts responsibility and may be liable for any penalties/ or damages related to the unlawful conduct of the tenant.
 - 9.6.3. In the event of a tenant, that proof of a Criminal Background Check should also be obtained prior to occupation.
- 9.7. Properties in WELGELEGEN are intended as residential properties, and accordingly the lease or rental of any property on a short-term basis of fewer than 30 consecutive days at a time is not allowed.
- 9.8. Owners who rent out their property must inform Estate Management of both the term of the rental and the name, telephone and e-mail contact details of the tenant. This applies to all rentals.
- 9.9. Upon occupation of the premises, the tenant acknowledges that its family, visitors and employees are to comply with the Rules of Conduct and the WELGELEGEN Constitution.

10. EXTERIOR OF BUILDINGS

- 10.1. Without the written approval of the BOARD, no Owner shall undertake any alterations or additions to the exterior of a property in WELGELEGEN, including alterations or additions to balconies, patios and stoeps which, in the discretion of the BOARD, are aesthetically displeasing or undesirable when viewed from the outside of the relevant

- property. In particular, no security fencing including spikes, razor wire and electric fencing may be erected within WELGELEGEN.
- 10.2. No air conditioning-, heat pump or geyser units which are visible from outside may be installed on a property in WELGELEGEN, unless properly covered.
 - 10.3. A Resident shall not install an external audio visual, television, or satellite dish in such a manner so as to unreasonably interfere with the rights of owners of neighbouring properties. No radio aerials are permitted.

11. ADHERING TO ARCHITECTURAL STANDARDS

- 11.1. Construction according to approved standards as set out in the Architectural Guidelines and Rules will make it unnecessary to make costly changes at a later stage. The provisions of the Constitution and Architectural Guidelines and Rules relating to the construction of buildings and structures in WELGELEGEN shall be strictly complied with. The CONTROLLING ARCHITECTS appointed by the HOA will have to approve all building plans. This also applies to future additions or alterations to existing structures, which will have to fit in with the architectural style of the development. No building or structure shall be erected, altered or added to in WELGELEGEN, unless the plan submission requirements as per the Architectural Guidelines and Rules have been met and the plans, specifications and construction thereof comply with the Architectural Guidelines and Rules and have been approved by the CONTROLLING ARCHITECT, the TRUSTEES and DRP and the Municipality.
- 11.2. The DESIGN REVIEW PANEL assisted by the CONTROLLING ARCHITECT may approve applications for a waiver of a minor nature from the Architectural Guidelines and Rules whereas those considered by the TRUSTEES to be of a major nature must be referred to a General Meeting of the ASSOCIATION.
- 11.3. If the Architectural Guidelines and Rules are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of the Architectural Guidelines, the matter shall be determined by the TRUSTEES after consultation with the CONTROLLING ARCHITECT / DRP and, where appropriate in the opinion of the TRUSTEES, such other Architect as may be nominated by them. A determination by the TRUSTEES will be final and binding.
- 11.4. All garden walls and fencing must be designed in accordance with the provisions of the Architectural Guidelines and Rules and be approved by the BOARD, with regard to both material and dimensions. Particular attention will be paid to high walls screening the entire frontage of properties.
- 11.5. Members shall be obliged to maintain the buildings and structures erected on their properties to the satisfaction of the ASSOCIATION as determined by the TRUSTEES, where appropriate in the opinion of the TRUSTEES, after they have consulted the CONTROLLING ARCHITECT / DRP. A determination by the TRUSTEES will be final and binding.
- 11.6. All exterior paintwork must conform to the colour scheme determined by the Architectural Guidelines and Rules.

- 11.7. The appointment of building contractors is subject to the prior written approval of the BOARD, which approval shall not be unreasonably withheld. Every building contractor shall be required to abide by the rules and regulations as set out in the Builder's Code of Conduct, and to sign such prescribed undertaking as may be determined by the BOARD with regard thereto. A building contractor will not be allowed to undertake any building work in WELGELEGEN until such time as these undertakings have been given.

12. ENSURING A PLEASING STREETScape

- 12.1. The collective pride of WELGELEGEN depends to a great extent on all members contributing towards the creation and maintenance of a neat and pleasing streetscape.
- 12.2. Garden fences, walls and outbuildings, which form part of the streetscape should be properly finished and maintained. Failure to comply will result in appropriate corrective action.
- 12.3. Caravans, trailers, boats, as well as accommodation for pets should be sited out of view of the street and screened from neighbouring properties.
- 12.4. Wendy houses, tool sheds, equipment, tools, engine and vehicle parts are not allowed to be stored on the outside of any property or the common property.
- 12.5. Building material may not be dumped on the sidewalks and only on vacant stands with the relevant Member's written permission subject to prior written approval by the BOARD.

13. GARDENING AND PLANTS

- 13.1. Following building completion and the issuance of the occupation certificate, the member must supply a gardening plan and plant list. A member may apply for an extension and where the HOA determine it necessary the owner will have 60 days to submit a landscaping plan and proposed plant list, and 90 days to commence landscaping. Failing satisfactory action punitive measures will be applicable.
- 13.2. Every member has a responsibility to the WELGELEGEN community and must maintain the area (trees, plants and shrubs) between the road curb and the boundary of his/her property.
- 13.3. All gardening and landscaping shall be strictly done in accordance with the environmental guidelines and rules established by the HOA from time to time.
- 13.4. Only applicable to WELGELEGEN VILLAGE and WELGELEGEN VIEWS. A garden will be established by the developer at its cost at each residential unit, Gardens at the VIEWS will be maintained by the HOA of the Village or the Body Corporate of the Views. The member however will be entitled and is encouraged to beautify the garden.
- 13.5. No plant or flower may be picked from nor any damage caused to the garden areas on the common property and the natural flora and fauna shall not be destroyed, removed or damaged in any way without the prior written consent of the BOARD;
- 13.6. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.

- 13.7. Gardens in WELGELEGEN must be kept neat and tidy at all times: The HOA as well as residents must share this responsibility.
- 13.8. Residents are only permitted to plant shrubs, flowers, trees on the common property with the consent of the HOA.
- 13.9. Residents are not permitted to bury or hide municipal and / or Estate infrastructure (fire mains / water valves, electrical kiosks, etc.) located on the erven they occupy.
- 13.10. The gardeners and cleaners employed by the HOA may not be employed to do any private work for Residents, unless specifically authorised by the HOA.
- 13.11. Gardening tools and other equipment must not be kept in any place where same will be in view from other properties or any portion of the common property. The placing of plastic pots/containers on the common property or verge of streets is not allowed, except if approved by the HOA.
- 13.12. The HOA shall be responsible for the mowing of lawn areas and the trimming of edges of common property but the responsibility for the upkeep and maintenance of the garden areas within individual properties, inclusive such areas verging the common property, shall rest with the relevant resident.
- 13.13. The factors referred to in clause 5.6 above are to be taken into account by the HOA or BOARD when exercising its discretion about any aspect referred to in clause 13.

14. VEHICLES

- 14.1. The roads inside WELGELEGEN are regarded as public roads but, are owned, maintained and managed by the relevant HOA.
- 14.2. The traffic rules applicable to WELGELEGEN roads and all vehicles operated within are identical to the provisions of the National Road Traffic ACT, 1996 (Act No. 93 of 1996), as amended from time to time and the regulations made thereunder, as well as the by-laws of the relevant local authority and shall be used by the HOA as a guide when enforcing its own rules and regulations related to road safety and traffic violations.
- 14.3. The HOA rules and regulations applicable to the roads, access roads and walkways include, but are not restricted to, the following:
 - 14.3.1. Roads are for the use of all members, their visitors, contractors, service providers and emergency vehicles;
 - 14.3.2. The speed limit is 30 (thirty) kilometres per hour;
 - 14.3.3. All traffic signs on the roads and any instructions from road safety/security personnel shall be adhered to;
 - 14.3.4. Parking on walkways, street verges, in parkland areas and facing oncoming traffic is prohibited, as well as parking a vehicle in any manner that obstructs other residents or causes a nuisance to residents;
 - 14.3.5. All motorised vehicles shall be licensed and roadworthy for use on public roads as required by the national road traffic legislation;
 - 14.3.6. The use of any motorised vehicle which causes a noise disturbance is prohibited;
 - 14.3.7. In terms of national traffic legislation, cyclists, both motorised and non-motorised, are required to wear SABS approved helmets for safety reasons;

- 14.3.8. Four wheelers/quad bikes (excluding electric golf carts) may not be used under any circumstances.
- 14.3.9. Operating any motorised vehicle in a manner which constitutes a danger or nuisance to any other person or property is prohibited;
- 14.3.10. Persons operating any motorised vehicle anywhere in WELGELEGEN shall be in possession of a valid driver's license applicable to the type and category of vehicle driven;
- 14.3.11. Pedestrians have right of way;
- 14.3.12. Cyclists shall treat pedestrians with respect when making use of walkways.
- 14.3.13. Parents are responsible for the behaviour and safety of their children who make use of the roads and walkways. In the case of very small children (under 7 years old) this should happen only under the supervision of parents. Roads may not be used by children as play areas because of the traffic dangers inherent in such activities;
- 14.3.14. No driving lessons of any nature will be allowed;
- 14.3.15. The HOA may alter or add to these road safety and traffic rules at any time but will give members prior notice of any such changes before implementation.
- 14.4. Vehicles parked on a member's erf may not exceed the number of approved garages for the member's property and may not be parked on the lawn or on HOA property.
- 14.5. Caravans, boats, trailer and the like may only be parked on the members' property so as not to be visible from a street or private open space. Under no circumstances will these vehicles be allowed to be parked or stored on any other residential property or on the common property.
- 14.6. Owners and occupiers of properties shall observe and shall ensure that their visitors and guests:
 - 14.6.1. Only park or allow their visitors to park on the driveway of the relevant property, or on the sidewalk of that property, unless the lawn on the sidewalk could be damaged by such parking in which event such parking must be avoided;
 - 14.6.2. Do not cause any nuisance or obstruction to neighbouring members' property.
- 14.7. No motorized vehicles are allowed on walkways and on the common property in WELGELEGEN.
- 14.8. Driving and parking of vehicles in WELGELEGEN is subject to the express condition that it is done so at the owner's risk and responsibility and that no liability shall attach to the ASSOCIATION for any loss or damage.

15. GOOD NEIGHBOURLINESS

- 15.1. No hobby, act or installation, which causes unreasonable aggravation or nuisance to fellow residents, may be conducted. The BOARD has the absolute prerogative to exercise its discretion in deciding what constitutes unreasonable aggravation or nuisance in particular circumstances. The factors referred to in clause 5.6 above are to be taken into account by the BOARD when taking a decision in this regard.
- 15.2. Jumble/ garage sales are strictly prohibited.

- 15.3. The music volume or electronic instruments, partying and the activities of domestic helpers or employees, have to be kept at a level which will not annoy adjoining residents/neighbours. Loud music should not be played outside dwellings after 22:00 at night, except if the relevant neighbours consented. The activation sound connected to alarm systems in individual properties, shall be toned and positioned in such a way so as not to disturb other residents.
- 15.4. The use of power tools and petrol driven lawn mowers should be confined to the same times as for building operations. The use of power generators during power outages may only be used with cognisance to the noise of such a device and with due consideration of neighbours. Power generators should be considered as a last option for the generation of power in the event of power outages: first options that should be considered include inverters and solar panels. Should an owner nevertheless decide to install a power generator, this must be done only after liaison with the **CONTROLLING ARCHITECT** subject to written approval by the HOA.
- 15.5. Residents shall only be allowed to hang linen or clothing on individual property in a place especially designated therefore which is suitably screened from the common property and other properties. Any linen or clothing so hung shall be at the sole risk of the owner thereof.
- 15.6. No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere inside WELGELEGEN, except in circumstances of self-defence. Any form of hunting, the trapping of birds and animals, and the setting of snares are strictly prohibited.
- 15.7. Igniting of fireworks is strictly prohibited.
- 15.8. A resident shall:
 - 15.8.1. Ensure that he and visitors or guests do not make or create unreasonable noise;
 - 15.8.2. Not cause or permit any disorderly conduct of whatsoever nature either in or on his/her portion and/or the common area;
 - 15.8.3. Not do- or permit any act to be done in or about his/her property and/or common property, which shall constitute or cause a nuisance or inconvenience to the residents of other properties.
- 15.9. The factors referred to in clause 5.6 above are to be taken into account by the HOA/BOARD when exercising its discretion about any aspect referred to in clause 15.

16. COMPLAINTS, GRIEVANCES AND DISPUTES

- 16.1. In the first instance, any complaint or grievance by one resident against another, or any alleged dispute, should be the subject of courteous personal and informal communication between the parties concerned, taking into account the principles of good neighbourliness, reasonableness, fairness and tolerance.
- 16.2. Any complaint, grievance or dispute should be based on reasonable grounds and frivolous or vexatious issues are not grounds to entertain any complaint, grievance or dispute.

- 16.3. Should it emerge that the complaint, grievance or dispute cannot informally be resolved amicably; the matter may be dealt with in accordance with clause 36 of the Constitution, which provides for an In-house Dispute Procedure, Arbitration and the Ombudsman.
- 16.4. Under no circumstances shall any resident, the Developer or any person acting on behalf of such resident or Developer refer any complaint grievance- or alleged dispute concerning any matter related to WELGELEGEN in terms of the provisions, mechanisms and procedures of the Ombud Service Act, unless the appropriate procedures as provided for in clause 36 of the Constitution have firstly been initiated and exhausted.

17. CHILDREN

- 17.1. Residents must supervise their children and 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 the plants, decorations, name plates, fire hose reels, exterior lights, etc.
- 17.2. All children under the age of 13 present in WELGELEGEN at any time need to be supervised at all times by their parents or an adult when they are roaming WELGELEGEN individual- and common property for their own safety. This is specifically aimed at safety around the open dams, any play area and poisonous snakes that are known to be present.
- 17.3. The individual and common property of the Village and the Views may only be entered and visited by children related to residents/guests of residents of the Village and Views.

18. ACTIVITIES ON COMMON PROPERTY

- 18.1. No hobbies or other activities constituting a nuisance to other residents may be conducted on the common property.
- 18.2. A resident shall not place or fix anything on any part of the common property unless authorized by the HOA.
- 18.3. Inflammable materials may not be accumulated or burnt on the common property;
- 18.4. It will be the responsibility of a resident who used the common braai area, to ensure that this is neat and cleaned after use. The children playpark will be used at own risk of persons utilizing the relevant facilities.
- 18.5. Should any damage of whatsoever nature be caused to the common property by a resident, his/her family, tenants, visitors or pets, such resident shall be liable to reimburse the HOA for the cost of repairing such damage.

19. PETS

- 19.1. The local authority by-laws relating to pets kept in WELGELEGEN will be strictly enforced.
- 19.2. Every pet must be microchipped and/or wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be caught and handed to the Municipal Pound. Cat collars shall also have a bell to warn birds of its approach.
- 19.3. As a general and overriding rule, all pets should be controlled by their owners to ensure that they in no way constitute a nuisance or danger to other residents or threaten biodiversity of WELGELEGEN.
- 19.4. The HOA shall have the right to take reasonable action against residents who, after fair warning by the HOA, still fail to prevent persistent barking by dogs or the howling by cats, or whose pets create any nuisance or danger; the test for action in this regard, is whether the relevant pet acted contra naturam suam (contrary to its own nature).
- 19.5. NO ANIMAL that could threaten biodiversity of WELGELEGEN, should it escape, is allowed. Such species include certain alien fish species, bird species and reptile species. Residents wishing to keep such alien or indigenous species must abide by the rules and regulations set by Cape Nature, as well as other regulations controlling the keeping of animals as pets. It is the responsibility of the homeowner to familiarise themselves with the details pertaining to pets they wish to keep. This can be either established from Estate Management or Cape Nature.
- 19.6. All pets must be properly enclosed to prevent roaming from their home property. Cats, which are more difficult than other animals to restrain, must be neutered / spayed to prevent breeding with feral cats and consequent increase in numbers within the natural environment.
- 19.7. Subject to the rules set out herein and to such revision thereof or additional conditions as the HOA may from time to time prescribe, residents may keep:
 - 19.7.1. no more than a total of 2 (two) animals as pets, which may be cats and/or dogs;
 - 19.7.2. such other pets as may be specifically approved by the HOA in writing, provided that the keeping of existing pets by current residents at the time of accepting- and introducing this Code of Conduct, shall not be affected in this regard.
- 19.8. No poultry, pigeons, aviaries, wild animals or livestock may be kept on the estate.
- 19.9. Dogs outside the home property shall at all times be kept on a leash, and it shall be the responsibility of the resident in charge of a dog to clear up any of its foulings.
- 19.10. No pets may be left in a property unattended for any unreasonable length of time.
- 19.11. Residents must ensure that their pets are properly enclosed on their individual properties in a manner that is not in conflict with the Architectural Guidelines and Rules.
- 19.12. The factors referred to in clause 5.6 above are to be taken into account by the HOA/ BOARD when exercising its discretion about any aspect referred to in clause 19.
- 19.13. In the event of a persistent breach of these Conduct Rules and should the HOA so decide, the pet owner concerned may be called upon to remove the pet from WELGELEGEN within a period as specified by the HOA, in its sole discretion, failing which will allow the HOA to take appropriate action for such removal.

20. ERADICATION OF PESTS

- 20.1. A resident shall keep his/her portion free of ants, borer and other wood destroying insects, rodents and moles.
- 20.2. The use of pesticides to get rid of invasive and alien plant species are not encouraged and conventional methods like hand pulling, cutting and stump treatment are preferred methods of management.

21. ENVIRONMENTAL MANAGEMENT

- 21.1. Residents are responsible for maintaining trees, plants and shrubs planted on their sidewalks by the HOA.
- 21.2. Swimming-pool water may not be emptied onto common property, but must be channelled into the storm water system.
- 21.3. Vacant erven will be cleared on a regular basis by the HOA for the account of the relevant Owner, unless the latter elects to clear such vacant erf in own capacity after liaison with Estate Management.
- 21.4. It is prohibited to interfere with the wildlife in WELGELEGEN.
- 21.5. Various animals including snakes, monkeys, baboons and bats may enter residential areas. Residents acknowledge the risks associated with this and indemnify the HOA, TRUSTEES and Developer from any damages or injury that may occur in this regard. The landowners may choose to remove such animals from their property by contacting Estate Management.

22. REFUSE REMOVAL

- 22.1. Refuse, recyclable refuse and garden refuse may only be placed in the designated colour bags and placed on the sidewalk on the morning of the designated day. The designated day is a Monday. Refuse cannot be placed on the sidewalk prior to a Monday morning. In the event that refuse was not collected, the refuse bags should be removed from the sidewalk unless an alternative arrangement is communicated by Estate Management. The HOA supports recycling of waste in accordance with the municipal by-laws

23. LITTERING

- 23.1. Littering is not allowed and residents are encouraged to remove any litter that is noticed in the common areas and in general. The discard of cigarette ends in any circumstances on common property is prohibited.

24. SECURITY

- 24.1. Every time the security protocol and regulations are contravened it makes it easier for criminals to do the same. SECURITY IS AN ATTITUDE. Everybody should be aware of the need to enforce and apply security to make it work. Nobody should hesitate to question suspicious persons.
- 24.2. All residents, visitors, domestic workers and contractors are required to adhere to access control procedures. Details of access control procedures can be obtained from the HOA.
- 24.3. All service providers and domestic workers need to provide the result of their Criminal Background Check and/or SAP69 Security Clearance Certificate as part of the registration process. Domestic workers employed by residents must be registered with Estate Management in terms of the procedures determined by the HOA from time to time, which procedure shall include the transportation of such domestic workers by the resident into- and out of **WELGELEGEN**, unless otherwise arranged or determined by the Estate Management.
- 24.4. Residents are required to treat security personnel with co-operation and courtesy.
- 24.5. Residents should inform Estate Management of their arrangements for all intended temporary absences from the WELGELEGEN;
- 24.6. Owners can lodge permanently with Estate Management labelled keys giving access to their units for safe deposit in his office and solely for use by him or under his instructions in cases of emergency which he deems to necessitate such access, which use shall be reported to the relevant resident at the earliest opportunity;
- 24.7. Should residents purchase burglar alarms linked to a monitoring system, they are requested to advise the monitoring service to contact the WELGELEGEN Security in the event of an alarm.
- 24.8. The storages of inflammable substances (excluding gas in SABS approved containers for household use), explosives, or otherwise dangerous liquids or materials that may create a hazard effecting insurance premiums, are strictly prohibited.
- 24.9. Residents may not interfere with the communally owned electrical installations whether affixed to their dwelling or elsewhere.
- 24.10. All persons operating the security gate, whether driving or walking, must take care not to act in any manner that may cause damage or endanger others.
- 24.11. Residents remain responsible for the conduct of visitors and persons entering WELGELEGEN at their invitation or request. An express condition of admittance to WELGELEGEN is that should a visitor, domestic worker, gardener, garden contractors, service providers and any general contractor be found to be in contravention of the Conduct Rules, Estate Management and TRUSTEES may refuse access to such person should they be of opinion that the contravention of the Conduct Rules by such person compromises or endangers the security of WELGELEGEN.
- 24.12. Whenever possible the Security Centre at the Gatehouse should be advised in advance of the pending arrival of visitors. Visitors will be granted access only after telephonic confirmation is received from the resident to be visited.
- 24.13. Vehicle registration numbers and the property to be visited shall be recorded at the entrance to WELGELEGEN.

- 24.14. All service providers need to wear high visibility jackets when they are executing their task in WELGELEGEN in order to facilitate distinction between members and their guests from afar. The various security protocols will apply at all times.
- 24.15. All residents must provide Estate Management with the names of their domestic workers, garden contractors, service providers and any general contractors and, if possible, frequency of their visits. Failure to comply with this rule (clause 24.14) may lead to the security guards not allowing these persons entry to WELGELEGEN when the resident is not in residence or at home.
- 24.16. All attempts at burglary or instances of fence jumping must be reported to the Security Manager.

25. DOMESTIC WORKERS

- 25.1. Residents are at all times responsible for the actions of their domestic workers and all such domestic workers must be registered as provided for in clause 24.3 above with the HOA before they would be allowed access to WELGELEGEN .
- 25.2. A resident whose domestic worker consistently fails to abide by the Conduct Rules may be required to remove such domestic workers from WELGELEGEN if so instructed by the HOA.
- 25.3. Residents must ensure that their domestic workers do not loiter and litter on the common property or cause undue noise.

26. LIABILITIES

- 26.1. The ASSOCIATION, TRUSTEES or its agents shall not be liable for any injury or loss or damage of any description which any resident of property in WELGELEGEN or any member of his/her family, employee or domestic workers or relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his/her property, directly or indirectly, in or about the common property or in the individual properties by reason of any defect in the common property, its amenities or in individual properties or for any act done or for any neglect on the part of the ASSOCIATION, TRUSTEES, or any of the ASSOCIATION's employees, domestic workers, agents or contractors.

27. LEVIES

- 27.1. In accordance with the Constitution the following amounts will form part of the levies to the ASSOCIATION due by a Member:
- 27.2. Any monthly, annual or special levy.
- 27.3. Fines and penalties imposed by the ASSOCIATION in terms of these Rules.

- 27.4. All costs, expenses, charges and disbursements incurred by the ASSOCIATION in any action and/or proceedings taken and/or instituted to determine and/or obtain and/or enforce a levy and/or any other amount of whatsoever nature due by the member to the ASSOCIATION.
- 27.5. All monthly levies are due and payable in advance by the 7th day of each month, failing which interest will be charged and if payment in full (including interest charges) has not been received by the end of the month, the account will be handed to any attorney for collection.
- 27.6. A Resident shall be liable to pay interest on any levy not paid on due date for so long as such levy shall remain outstanding.

28. COMMUNICATION

- 28.1. Upon becoming a member of the ASSOCIATION such member must provide his/her contact details, including the physical, postal and e-mail addresses and telephone contact details to Estate Management. In the case of a Member that is not a natural person, for example a company, closed corporation or trust, a natural person must be appointed to represent the company, closed corporation, trust or the like in all its dealings with the ASSOCIATION and proof of such appointment together with the representative's contact details as aforesaid must at all times be lodged with HOA Management.
- 28.2. In order to facilitate expedient communication between members and the ASSOCIATION, members are encouraged in all standard matters to communicate with the Admin Manager by way of e-mail. Similarly, when Estate Management issues formal communication, correspondence with Members will be done by email. Correspondence via cell phone messages will be utilized for informal correspondence i.e. general notifications, etc.
- 28.3. The Admin Manager must be advised of any change of address, e-mail or telephone contact details of a member and/or representative to be able to successfully communicate with all members at all times. Members who fail to change any of their aforesaid particulars will be presumed to have received a communication sent to any of their addresses, including the email address on record with the Admin Manager.
- 28.4. It will be deemed that an e-mail sent to a member at an e-mail address provided by him or she was received on the same day as it was dispatched.
- 28.5. For official purposes the domicilium citandi et executandi address of a Member will be the erf or unit registered in such Member's name provided that a Member may change his or her domicilium citandi et executandi to an address within the Republic of South Africa and provided further that such change shall only be effective on the receipt of written notice thereof by the ASSOCIATION.

29. ENFORCEMENT OF RULES

- 29.1. The ASSOCIATION shall be entitled on its own initiative to, through the Managing Agent and the TRUSTEES, investigate any alleged contravention of or failure to act in accordance with these Conduct Rules by any person or persons and to take such action as it may deem fit, whether or not complaints are received.
- 29.2. If any person contravenes- or fails to comply with any of the Conduct Rules or a determination or directive in terms thereof, or has in the past done so and has failed to rectify or remedy such failure, the TRUSTEES shall be entitled to impose suitable fines on the person concerned. If the person concerned is a tenant, guest, visitor or other invitee of the member concerned, then such member will be liable for payment of such fine. Any fine imposed on a member and/or the member's tenant, guest, visitor or other invitee of the member shall be deemed to be a debt due and payable by the member concerned to the ASSOCIATION forthwith on demand.
- 29.3. The penalty which may be imposed by the TRUSTEES shall be a fine not less than an amount equal to 50% of the prevailing monthly levy fee and not more than two times the prevailing annual levy. The provisions of this Rule are without prejudice to any other rights that the ASSOCIATION may have in terms of the Constitution or at law.
- 29.4. In the event of any member disputing the fact that such member has committed a breach of any of these Rules and/or is liable to pay a fine imposed in terms thereof, the Chairperson of the TRUSTEES shall appoint a committee consisting of two TRUSTEES and, should this be necessary in the discretion of the Chairperson, one or more subject expert to adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct, taking into account the principles of natural justice and in particular the audi et alteram principle (The right to state your case).
- 29.5. The appointed committee, after considering both sides, will communicate its decision to all concerned parties within 48 (Forty Eight) hours of hearing the matter. The outcome shall be enforced by the HOA, subject to the right of a final appeal to the HOA.
- 29.6. In order to enforce any breach of the Conduct Rules, the ASSOCIATION may institute such other action, including court or arbitration proceedings as it may deem fit. In any legal proceedings instituted by the ASSOCIATION against a member the ASSOCIATION will be entitled to its legal costs in such proceedings on an attorney client scale.

30. FINE STRUCTURE

- 30.1. The following guidelines will apply regarding penalties and fines for any transgression or non-compliance with the Rules, Constitution and Builders Code of Conduct:
- 30.2. In respect of general matters:
 - 30.2.1. 1st offence or non-compliance/rectification if a written or oral warning were issued – Fine equal to 50% of monthly levy.
 - 30.2.2. 2nd offence or non-compliance/rectification after issue of first fine – Fine equal to 100% of monthly levy.

- 30.2.3. 3rd and subsequent offences for non-compliance/rectification – Fine equal to 150% of monthly levy.
- 30.3. In respect of arrear Accounts with HOA:
 - 30.3.1. No interest charged for current accounts.
 - 30.3.2. Interest charged at prime plus 4% from 30 days and over.
 - 30.3.3. Handover to collection agent/attorney for collection.
 - 30.3.4. Managing agent to charge 50% of levy to debtor for hand over as an administration charge.
 - 30.3.5. All external costs incurred in the process of collecting outstanding amounts will be for the account of the debtor
 - 30.3.6. Payment plans, if agreed in writing, can never exceed 3 months.
 - 30.3.7. All accounts over 150 days to be handed over for an execution auction of the property.
- 30.4. In respect of occupation of property before HOA occupation certificate has been issued:
 - 30.4.1. If a property is occupied before an occupation certificate is issued an immediate fine will be issued equal to 300% of the monthly levy (including penalty levy) and owner will have 30 days to rectify.
 - 30.4.2. Should the owner still be in breach after 30 days, a further fine equal to 400% of the monthly levy (including penalty levy) will be issued and the Municipality will be notified of the unlawful occupation.
- 30.5. In respect of a transgression or non-compliance to the Builders Code of Conduct:
 - 30.5.1. 1st offence or non-compliance/rectification if a written or oral warning were issued – Fine equal to 100% of monthly levy.
 - 30.5.2. 2nd offence or non-compliance/rectification after issue of first fine – Fine equal to 200% of monthly levy plus discontinuation of all construction activity until fine has been paid and transgression rectified.
 - 30.5.3. 3rd and subsequent offences for non-compliance/rectification – Fine equal to 300% of monthly levy plus discontinuation of all construction activity until fine has been paid and transgression rectified.
 - 30.5.4. In the event of any construction of a dwelling that exceeds 12 months, the owner and/or the builder (as the case may be), will forfeit the builders deposit of R30,000 (Thirty Thousand Rand) in proportion to what extent the HOA determine unless an extension in writing has been obtained from the TRUSTEES.
- 30.6. In respect of spot fines for traffic violations, tailgating, stray animals, continuous barking of dogs, or transgressions by visitor, sub-contractors or delivery trucks. Fines to be determined by Estate Management taking the transgression, damage to property, degree of offence and representations made by the alleged offender into consideration.
- 30.7. All fines can be finally appealed in writing to the HOA whose decision on the matter shall be final and binding.

31. REFERENCES

This document should be read in conjunction with the following documents, all of which are available on the WELGELEGEN website:

- 31.1. ARCHITECTURAL AND BUILDING GUIDELINES
- 31.2. BUILDERS CODE OF CONDUCT
- 31.3. SUBMISSION OF BUILDING PLANS
- 31.4. APPLICATION TO CONDUCT BUSINESS
- 31.5. WATER DEMAND MANAGEMENT PLAN
- 31.6. PROTECTION OF PERSONAL INFORMATION POLICY
- 31.7. GARDENING GUIDELINES