

**GROOTVLEI RESIDENTIAL ESTATE  
HOMEOWNERS ASSOCIATION**



**HOUSE RULES  
AND  
REGULATIONS**

**HOUSE RULES & REGULATIONS – GROOTVLEI RESIDENTIAL ESTATE****CONTENTS**

<b>INTRODUCTION</b>	iii
<b>CONDUCT RULES</b>	iv
A. RULES OF THE STREETS	iv
B. GOOD NEIGHBOURLINESS	iv
C. ENSURING A PLEASING STREETScape	v
D. GENERAL RULES	v
E. ENVIRONMENTAL MANAGEMENT	v
F. SECURITY	vi
G. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES	vi
H. LEASE	vi
I. LETTING, VISITORS, CONTRACTORS AND EMPLOYEES	vi
J. SALE	vi
K. PETS	vii
L. ADMINISTRATION	vii
M. CONDITIONS WITH REGARD TO PRIVATE BOREHOLES	vii
N. ARCHITECTURAL GUIDELINES AND BUILDING GUIDELINES	vii
O. LEVIES	viii

**GROOTVLEI  
RESIDENTIAL ESTATE**

**("the Estate")**

**HOUSE RULES and REGULATIONS**

**("the Rules")**

**INTRODUCTION**

1. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate. General consideration of all residents by and for each other will assist greatly in assuring harmonious relations on the Estate.
2. The prime objective of these Rules and Regulations is to preserve and enhance the security, aesthetics and environment of the Estate.
3. The Rules have been established in accordance with the Memorandum and Articles of Association of GROOTVLEI RESIDENTIAL ESTATE HOME OWNER'S ASSOCIATION (hereinafter referred to as GREHOA, a company incorporated in terms of Section 21 of the Companies Act 61 of 1973). These Rules are binding upon all occupants of the Estate, as is any decision taken by the Trustees in interpreting these Rules.
4. The registered owners of the properties at GROOTVLEI RESIDENTIAL ESTATE are responsible for ensuring that members of their families, their tenants, visitors, friends and employees abide by these Rules.
5. These Rules are subject to change from time to time at the discretion of the Trustees.
6. The decision of the Trustees is final and binding in respect of the interpretation of these Rules.

## **CONDUCT RULES**

### **A. RULES OF THE STREETS**

The streets of GROOTVLEI RESIDENTIAL ESTATE are for the use of all residents, including the residents in the sectional title developments. Please note that cars are considered to be part of the street environment, but not necessarily the dominating factor.

All roads on the Estate are subject to the relevant road traffic ordinances or by-laws laid down by the Local Authority.

1. The speed limit is restricted to 30km per hour throughout the Estate.
2. Save for the above, the local Road Traffic Ordinance regarding road and street usage will apply.
3. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
4. Engine-powered vehicles, e.g. cars and motorcycles, are permitted to drive only on the streets of the Estate. Parks and pavements are off-limits. Only licensed drivers may operate and drive engine-powered vehicles in the streets or anywhere else on the Estate.
5. Parking on sidewalks and in the streets opposite traffic islands is prohibited.
6. Pedestrians will frequently cross streets at designated crossings on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.
7. The use of motorcycles or other vehicles with noisy exhaust systems is prohibited.

### **B. GOOD NEIGHBOURLINESS**

1. Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions and jumble sales.
2. No business may be conducted from home without written consent of the GREHOA. All owners/tenants wishing to conduct business from home have to apply to the GREHOA in writing. Such business operations must adhere to the criteria and conditions as specified by the GREHOA and to local municipal by-laws and regulations. Approval will be for a maximum of one year after which a new application should be made to the GREHOA.
3. The volume of music or electronic instruments, partying and the activities of domestic help should be kept at a level so as not to create a nuisance to neighbours.
4. The mechanical maintenance, and the use of power saws, lawnmowers, and like (electric mowers are preferred), should only be undertaken between the following hours:
 

MONDAY TO SATURDAY:	May to August	07:30 – 18:00
	September to April	07:00 – 19:00
5. Proper Washing lines must be erected, and where possible, suitably screened from neighbouring properties. No washing may be hung on balconies, walls, fences, etc.
6. Refuse, refuse bins, (except on official collection days), garden refuse and refuse bags may not be placed on the pavement. Garden refuse must be removed on the same day.
7. Advertisements or publicity material may not be exhibited or distributed unless the consent of the GREHOA has been obtained.
8. Owners must ensure that domestic workers and other employees do not loiter on the Estate and specifically not at any prominent places such as at the gates, road circles, street, etc.
9. In the event of annoyances or complaints, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:  
 Written submissions will be made by the parties involved in the dispute to the Trustees;  
 The Trustees may, at their sole discretion, decide as to whether the Trustees will arbitrate on the matter or not;  
 In the event that the Trustees are of the view that they are not prepared to arbitrate in the matter, the Trustees may either:

Inform the parties involved that the Trustees are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves either by legal action and/or arbitration.

The Trustees may refer the matter to an independent arbitrator, at the Trustees' discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;

In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

10. No party and/or resident shall have any claim of whatsoever nature for damages against the GREHOA as a result of a decision taken by the GREHOA regarding the interpretation of these rules.

### **C. ENSURING A PLEASING STREETScape**

1. Each stand owner is responsible for maintaining the area between the curb and the boundary of his property in a clean and pleasing condition. The GREHOA can compel the owner or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the owner.
2. Garden fences and/or walls and outbuildings forming part of the street scope should be regularly maintained and painted where necessary.
3. The GREHOA has the right to effect repairs at the cost of the owner should it be considered necessary.
4. Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard.
5. No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the GREHOA.
6. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
7. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, as well as accommodation for pets, should be located as far as possible out of view and screened from neighbouring properties and the street.

### **D. GENERAL RULES**

Building according to approved standards obviates the necessity of making costly changes at a later state.

1. All building plans should be in accordance with the Aesthetic Rules applicable to the Estate, and must be approved by the Aesthetic Committee. This requirement is also applicable to any additions and alterations to existing structures and dwellings,
2. The Aesthetic Committee must approve all garden walls and fencing with regard to both material and dimensions. A maximum height of 2,1 metres will be permitted. Particular attention will be paid to walls and/or fencing on street boundaries.
3. The position, size and siting of TV antennae and satellite dishes must not be unsightly.
4. Roofing materials for patios, carports and outbuildings must be approved by the GREHOA.
5. Building lines will not be relaxed except for existing buildings.

### **E. ENVIRONMENTAL MANAGEMENT**

1. No rubble or refuse should be dumped or discarded in any public area, including the streets, parks, sidewalks or vacant stands.
2. Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
3. Flora may not be damaged or removed from any public area.
4. Fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Estate.
5. Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the GREHOA.
6. Residents shall maintain a high standard of garden and pavement maintenance.
7. Residents should ensure that declared noxious flora are not planted or allowed to grow in their gardens.
8. Vacant stands must be kept clean on a regular basis to the satisfaction of the GREHOA, failing which, the GREHOA reserves the right to clean the stand at the owner's expense.
9. Floodlights must be adequately screened so as not to cause discomfort to neighbours.

10. The residents' use of any open space areas including roads, parks, facilities and amenities is entirely at their own risk at all times. The GREHOA will entertain no claims for damages of whatsoever nature of from whatsoever cause arising.

#### **F. SECURITY**

1. The Developer will provide perimeter security fences topped with electrified security fencing around the entire development.
2. The Developer will further install guardhouses and sliding motor gates at the entrances to the security villages on both sides of Grootvaly Road.
3. The Purchaser (as Developer) of Erf 1528 will install entrance gates with security systems at the entrance to that property on Langlaagte Road.
4. The GREHOA will, through its members and trustees decide upon what kind of security system will be put in place for the Grootvlei Residential Estate.

#### **G. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

1. Should any owner let his property, he shall notify the GREHOA in writing in advance of occupation, the name of the lessee and the period of such lease. The owner shall inform the lessee of these Rules.
2. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the House Rules.
3. All owners must ensure that contractors in their employ have signed the Contractor's Code of Conduct prior to commencement of work, and that they adhere to the stipulations of the contract at all times.

#### **H. LEASE**

1. The Lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all Rules and Regulations as contained in this document.
2. Where tenants continuously breach the rules of the Estate the owners can be requested to terminate the lease agreement or be held liable for the maximum fine allowed under these rules. This clause must be written into the lease agreement:

#### **I. LETTING AND RESELLING PROPERTY**

The concept of this Estate imposes certain restrictions on the manner in which estate agents may operate therein. In order to ensure that the rules applicable to GROOTVLEI RESIDENTIAL ESTATE, which regulate property ownership and occupation of the premises on the Estate are made known to new residents, the following rules relating to the re-sale or letting of property shall apply:

1. Should an owner want to sell or lease his property, only accredited estate agents may be selected to manage the sale or lease.
2. The accredited agent and the owner must ensure that the buyer and/or tenant is informed of and receives a copy of these House Rules. These rules must be an annexure to any deed of sale or lease agreement.
3. A clearance certificate must be obtained from the GREHOA at a cost prior to any transfer of the property.
4. No property may be let or utilized for the purposed of a commune.
5. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Agents are not permitted to erect any "for sale" or "show house" or "to let" signage boards without permission of the GREHOA.

## J. SALE

1. GROOTVLEI RESIDENTIAL ESTATE HOMEOWNER'S ASSOCIATION ("GREHOA")  
The Purchaser acknowledges that he is obliged upon registration of the property into his name to become a member of the GREHOA and agrees to do so subject to the Memorandum and Articles of Association of this body.
2. Conditions of Title  
The Seller shall be entitled to procure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions to be inserted in the Deed of which the Purchaser takes title to the property:

Every owner of this erf or of any subdivision thereof or of any interest therein or of any unit thereon as defined in the Sectional Titles Act, shall automatically upon registration of the property into his name become a member of the Homeowners Association and be subject to its constitution until he ceases to be an owner, provided that the rules of the Homeowners Association shall become binding upon the owner on the earlier of the date on which he occupies the property or the date on which it is registered in his name.

Every owner of the erf of any subdivision thereof or of any interest therein or of any unit thereof as defined in the Sectional Titles Act, shall not be entitled to sell, donate, exchange or transfer the property or any subdivision thereof without the prior written consent of the Homeowners Association which consent the Homeowners Association will be entitled to withhold unless:-

1. in the deed of sale, donation, exchange or other alienation (excluding mortgage), the party to whom the property is alienated ("the alienee") is informed of the existence of the Homeowners Association and the alienee undertakes in the said deed of sale to become a member of the Association and to be bound by the rules and regulations of the Homeowners Association.
2. all amounts due by the owner to the Homeowners Association have been paid to the Association; and
3. the owner is materially in compliance with the provisions of the articles of association of the Homeowners Association.

The Purchaser of an Erf zoned "Residential 1" undertakes to commence building a dwelling house and outbuildings on the property to the satisfaction of the Architectural Committee of the GREHOA within 2 (TWO) years of registration of the property into his name or within such extended period as the Architectural Committee in their sole discretion may allow in writing, failing which the Seller and/or the GREHOA shall be entitled to increase all levies payable in respect of the property by 500% (Five Hundred Percent). Erven 1907 & 1908 (roads), Erven 1730, 1906 and 1906 (Parks) and amenities including swimming pool, squash courts etc, are excluded from this restriction. The Purchaser of any of Erven 1320, 1418, 1729, 1531, 1731 zoned "Residential 2" which are intended for sectional title development undertakes to erect the required number of units allocated to each specific erf to the satisfaction of the Architectural Committee of the GREHOA within 5 (FIVE) years of registration of the property into his name or within such extended period as the Architectural Committee in their sole discretion may allow in writing, failing which the Seller and/or the GREHOA shall be entitled (to increase all levies payable in respect of the property by 500% (Five Hundred Percent). Erf 1528 is excluded from the aforementioned restrictive condition.

All building plans shall comply with the Architectural Guidelines applicable to the Township and must be approved by the Architectural Committee of the GREHOA in order to assure such compliance, after which the plans may be submitted to the Local Authority for approval. This applies to any additions or alterations to existing or future structures.

The owners of Erf 1528 will be entitled develop their land without having to obtain the approval of the GREHOA.

The term "GREHOA" in the aforesaid conditions of title shall mean the GROOTVLEI RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION (Incorporated Association Not For Gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of a stand, the Purchaser hereby agrees to such amendment."

#### **K. PETS**

1. The local authority by-law relating to pets will be strictly enforced.
2. Residents may not keep more than two dogs or two cats on their property without the written permission of the GREHOA.
3. Pets are not permitted to roam the streets and dogs must be kept on a leash in all areas at all times.
4. Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
5. The GREHOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.

#### **L. ADMINISTRATION**

1. All levies are due and payable in advance on the first day of each and every month.
2. Interest will be raised on all arrear accounts at the maximum rate allowed by the Usury Act.
3. Further penalties or legal action, to be determined from time to time will be imposed on owners with accounts in arrear for 60 days or longer. The GREHOA shall be entitled to recover all legal costs incurred on the attorney and own client scale.
4. The Trustees may amend or add to the House Rules from time to time, as may be deemed necessary to ensure harmonious co-existence of residents.
5. The Trustees have the right to fine transgressors where any of the rules as stipulated by the GREHOA from time to time, have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.

#### **M. CONDITIONS WITH REGARD TO PRIVATE BOREHOLES**

Should any owner of an erf wish to have a borehole on his or her property, permission must be applied for from the GREHOA and the application will be considered only upon submission of the necessary consents from all relevant Authorities including Geoscience.

#### **N. ARCHITECTURAL RULES AND BUILDING GUIDELINES**

Please refer to the Architectural Design Guidelines, which form part of these House Rules and which apply to all buildings and additions.

#### **O. LEVIES**

The GREHOA will in its discretion formulate the levies payable by each owner within the Residential Estate. It is the aim of the GREHOA to create an harmonius community spirit among the residents of the Residential Estate. It is however understood that owners of erven zoned "residential 1" will be levied in a different way than the owners of sectional title units within the sectional title developments on Erven 1320, 1418, 1528, 1531, 1729 and 1731 which are zoned "Residential 2".

All erven in the Strubenvale Extension 2 and Strubenvale Extension 3 Townships, with the exception of the erven 1419 and 1529, shall form part of a greater security area over which the GREHOA will have jurisdiction and the assessment of levies payable by each member of the GREHOA will be based on the following criteria:

**1. ERVEN 1321 TO 1427 AND 1420 TO 1527 (ABOVE GROOTVALY ROAD)**

The owners of the above erven will be members of the GREHOA, although they will form part of a separate security village. The owners of these erven will be assessed separately for levies by the HOA as they will be responsible for the upkeep and maintenance of their part of the township, including but not limited to the roads and the security systems installed for their security village. Although this security village is separate from that below Grootvaly Road, the owners of these erven will be entitled to access to the parks, facilities and other amenities.

**2. ERVEN 1729, 1530, 1532 TO 1904 (BELOW GROOTVALY ROAD) AND STRUBENVALE EXTENSION 3 TOWNSHIP**

The owners of the above erven will be members of the GREHOA, and will form part of a separate security village from that mentioned in 1. above. The owners of these erven will be assessed separately for levies by the GREHOA as they will be responsible for the upkeep and maintenance of their part of the township, including but not limited to the roads and the security systems installed for their security village. The owners of these erven will be entitled to access to the facilities and amenities provided in their security village.

**3. SECTIONAL TITLE COMPLEXES WITHIN DEVELOPMENT**

**(a) RELATING TO ERVEN 1320 and 1418 (ABOVE GROOTVALY ROAD)**

The above erven are intended for sectional title development. The Body Corporate or owner of erected units of each of the two sectional title schemes will be responsible for the erection and maintenance of its own security fencing, entrance gate with security system. Each member of the bodies corporate shall become a member of the GREHOA and be subject to its rules and regulations and to the provisions of the Articles of Association of the GREHOA. The GREHOA will assess the levies for which each Sectional Title Development will be liable from time to time. The Chairman of the Board of Trustees of each Sectional Title Development shall represent his or her Development in the GREHOA when required. GREHOA levies will be included in each individual owner's Body Corporate monthly levy and the Body Corporate will pay the monies to the GREHOA. However, until each erf is developed the owner of such erf shall be liable for the payment of levies equal to the levy of one full title erf. Although these security villages are separate, the owners of units in these developments will be entitled to access to the parks, facilities and other amenities below Grootvaly Road.

**(b) RELATING TO ERF 1528 (BELOW GROOTVALY ROAD)**

The above erf is intended for sectional title development. The Body Corporate or owner of erected units of the sectional title scheme will be responsible for the erection and maintenance of its own entrance gate with security system. Each member of the body corporate shall become a member of the GREHOA and be subject to its rules and regulations and to the provisions of the Articles of Association of the GREHOA. The GREHOA will assess the levies for which the Sectional Title Development will be liable from time to time. The Chairman of the Board of Trustees of the Sectional Title Development shall represent his or her Development in the GREHOA when required. GREHOA levies will be included in each individual owner's Body Corporate monthly levy and the Body Corporate will pay the monies to the GREHOA. However, until the erf is developed the owner of such erf shall be liable for the payment of levies equal to the levy of one full title erf. Although this property is situated outside the Entrance Gate in Langlaagte Road, the owners of each Unit will be entitled to access to the roads, parks and amenities within the security village.

**(c) RELATING TO ERVEN 1531 and 1731 (BELOW GROOTVALY ROAD)**

The above erven are intended for sectional title development. The Body Corporate or owner of erected units of each of the sectional title schemes will be responsible for the erection and maintenance of its own entrance gate with security system, if required. Each member of the body corporate shall become a member of the GREHOA and be subject to its rules and regulations and to the provisions of the Articles of Association of the GREHOA. The GREHOA will assess the levies for which the Sectional Title Development will be liable from time to time. The Chairman of the Board of Trustees of the Sectional Title Development shall represent his or her Development in the GREHOA when required. GREHOA levies will be included in each individual owner's Body Corporate monthly levy and the Body Corporate will pay the monies to the GREHOA. However, until the erf is developed the owner of such erf shall be liable for the payment of levies equal to the

levy of one full title erf. Should the developers of these sectional title erven elect to install entrance gates outside the Entrance to the Security Village, the owners of each Unit will still be entitled to access to the roads, parks and amenities within the security village.

All other matters relating to the sectional title developments shall be dealt with under the Sectional Titles Act.

**4. EXCLUSION OF CERTAIN ERVEN FROM THE RESIDENTIAL ESTATE**

Erf 1419 (Mine Offices) and Erf 1529 (School) are expressly excluded from the Residential Estate and the owners thereof will not be obliged to become members of the GREHOA and will therefore not be liable for the payment of levies nor will they be subject to the rules and regulations of the GREHOA.