

# *Kiepersol Complex*

*Enos Mabuza Drive, Sonheuwel, Mbombela*

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## **ALTIVEX 55**

### **KIEPERSOL COMPLEX HOME OWNERS ASSOCIATION**

**Association in respect of Article 21**

**No: 2004/022511/08**

**The rules contained within this document are valid for all Home Owners, Residents & Tenants of Kiepersol Complex and will be strictly enforced.**

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Home Owners Association - Board

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## **1 Entrance Gate – Owners / Tenants / Visitors / Private Garden Services**

- 1.1 All owners (not tenants) of a unit within Kiepersol are required to purchase remote controls from Pro-Property Management “*Cherietta Building, 2<sup>nd</sup> Floor, 38 Mostert Street, Nelspruit*” to gain access to the security complex. Only 2 remote controls will be issued to an owner who resides within the complex. Should the owner require more than 2 remote controls, he/she must request so in writing to the Home Owners Association Board of Directors and explain the reasons for the need of more than 2 remote controls.

Should a remote control be lost, a replacement controller will cost the owner of the unit R300. *\* Subject for review on a yearly basis\**

- 1.2 Owners who rent out their units to tenants, are personally responsible for the issuing of remote controllers to their tenants. (Limited to a maximum of 2 Remote Controls per Unit)
- 1.3 Visitors who wish to enter the complex are required to notify the owner / tenant / occupant of such unit which they intend on visiting when they reach the Visitor gate at the complex. The respective owner / tenant / occupant of referred unit is solely responsible for opening the visitor gate so that their visitor may enter / exit the complex. Visitors may only enter / exit the complex using the Visitor Gate. The security guard is not responsible for this and cannot open the Visitor / Resident gate for anyone.

Visitors may not tailgate another vehicle into the complex through either the Residents or Visitors Gate, for whatever reason. Tailgating will be considered an offense and such offense can be raised as a penalty for the account of the owner of such unit. Vehicles who tailgate are noted in the security occurrence book which is reviewed on a weekly basis.

- 1.4 By law, access to official vehicles representing but not limited to Mbombela Council / Silulumanzi / SAPS / Sheriff cannot be refused, these are however recorded in the Occurrence Book and controlled by the TaySec Control Room.
- 1.5 Private Garden Services must be let in and out of the complex by the relevant unit owner / tenant / occupant. The Caretaker, Security nor any other resident is responsible for anyone coming to your property.
- 1.6 An owner who wishes to market his/her property through an estate agent must arrange, and take full responsibility for access to the complex by the agent and prospective buyers. The complex parking rules must be observed and respected at all times. Advertising boards in this regard, are not allowed to be displayed inside the complex. Advertising boards on the outside of the complex have to be arranged with the Caretaker.

## **2 Complex Security**

- 2.1 No hawkers, agents, other sales persons or persons that are in need of employment will be permitted access to the complex.
- 2.2 Owners / Tenants / Occupants are not permitted to make temporary / permanent adjustments or remove any of the security fencing / infrastructure of the complex, without written consent from the Directors. No owner / tenant / occupant will be permitted to make any structural changes to any palisades without the written consent of the Directors.
- 2.3 Under no circumstances will the complex security be responsible for letting your visitors / contractors, in / out of the complex. The security guards & service provider(s) are managed within the Security Portfolio "Confidential" which is not detailed within the complex rules, as these services & procedures may change if & when required.
- 2.4 The complex security is not responsible for securing your unit(s), this remains your responsibility as the owner / tenant / occupant to ensure that your unit is secure at all times.
- 2.5 The complex security is not responsible for contacting the owner / tenant / occupant of any unit within the complex for the purpose of notifying them of a visitor who needs access to the complex.

## **3 Heavy Motor Vehicles / Private Contractor Vehicles**

- 3.1 Heavy Motor Vehicles are not permitted to stand / park / idle at the complex gate or on the sidewalks within the complex during any time. Heavy Motor Vehicles are only permitted to load and off-load within the complex, this will be the owner / tenant / occupants' responsibility to arrange with their contractor.
- 3.2 Heavy Motor Vehicles are not permitted to be parked permanently or overnight within the complex.
- 3.3 Any damages caused to any property by heavy motor vehicles or private contractor vehicles, will be for the account of the owner / tenant / occupant of such unit where the services are being rendered to. Such incidents need to be reported by e-mail to the Caretaker along with photographic evidence as well as a detailed explanation of the incident.
- 3.4 Weight restriction on vehicles entering the complex is 4 Ton. No vehicle weighing more than 4 Tons (with / without cargo) may enter through the complex gate.
  - 3.4.1 The only exception that can be made in 3.4 is with heavy vehicles when residents are moving in or out of the complex. These vehicles are however still not allowed to be parked overnight or for long periods of time. If and when these vehicles may block access to a house of another resident(s), an agreement needs to take place between such resident(s) to stipulate an appropriate date & time that suits all parties affected. Only during this exception may a vehicle exceed 4 Tons but not 10 Tons. If a vehicle will exceed 10 Tons, the responsible person(s) will need to arrange for alternative

transport measures. Further exceptions will not be accommodated as we need to ensure the integrity of our roadways and internal infrastructure.

3.4.2 Any damage which may arise from these vehicles will be for the owners account.

#### **4 Speed Restrictions, Vehicles and Parking**

- 4.1 Vehicles are not permitted to exceed the legal speed limit of 20 km/h within the complex.
- 4.2 Vehicles may not be parked on sidewalks, pavements and grass or road carriageways.
- 4.3 Vehicles need to be parked in such a manner that it does not influence the flow of traffic and does not create an obstacle for other residents to enter their residence.
- 4.4 Owners / Tenants / Occupants must ensure that their vehicles or their visitors' / delivery / contractor vehicles do not leak any oil or other liquids that can cause damage or discoloring on the paving or roadways.
- 4.5 All traffic rules as per the National Road Traffic Act that are applicable on public roads, are also enforced within the complex.
- 4.6 Caravans, Boats, Trailers & Motor Homes are only permitted inside the complex for a maximum period of one week, for the purpose of loading, unloading or cleaning. Should an owner / tenant / occupant wish to bring such a vehicle into the complex for permanent or long term parking then such person shall, with the prior written permission of the Directors, provide an aesthetically acceptable parking space / carport within the yard of the unit concerned. Under no circumstances will it be allowed for the abovementioned vehicles to park in the road reserve, in the driveway of the unit concerned or in a manner which obstructs or impacts on the view of any neighbour. Caravans are not allowed to be used as sleeping quarters should they be parked in a unit's yard.
- 4.7 Vehicles are not allowed to play loud music inside the complex or by the complex gate.
- 4.8 Vehicles used as "Carpool" or transporting of any people are not allowed to move in / out of the complex as convoys. Convoy vehicles are also not allowed in the complex if they are not a current resident of Kiepersol Complex, regardless if they are collecting / dropping a resident.

\*\* Convoy consists of two or more vehicles.

## **5 Home and Garden Waste**

- 5.1 All refuse needs to be put within strong refuse bags. Collections are on Wednesday before 08:00 AM and all refuse bags should be placed neatly on the sidewalks for it to be collected, no earlier than the evening before.
- 5.2 Under no circumstances will an owner / tenant / occupant be allowed to place refuse bags or any other rubbish in the central refuse area – Unless instructed in writing by the appointed Caretaker or a Director of the HOA Board.
- 5.3 Building rubble must promptly be removed by the owner / tenant / occupant of such unit, as it will not be removed by the service provider or the municipality. This may not be stored on your pavement in an untidy fashion and may also not flow into the roadways.
- 5.4 Garden refuse used to make compost needs to be of organic waste (Leaves / Grass, etc..) and not consist of anything that will cause a bad smell.
- 5.5 No rubbish / refuse / any other items may be thrown over your unit wall into the reserve, neighbours property or any other area.

## **6 Animals, Reptiles and Birds**

- 6.1 An owner / tenant / occupant of any unit shall not, without the written consent of the Directors, keep any animal, reptile or bird in a unit or in the yard of the unit concerned.
- 6.2 When granting such consent, the Directors may prescribe any reasonable condition(s).
- 6.3 The Directors may withdraw such consent in the event of any breach of any condition(s) prescribed in terms of 6.2 above or any other condition(s) set out below.
- 6.4 The number of animals, reptiles or birds per unit shall generally be limited to two (2) only. Under exceptional circumstances more than two may be permitted in writing by the Directors, but on the clear understanding that a deceased or absconded animal, reptile or bird, in excess of two, may not be replaced by another. Existing cats will be permitted to live until they die, but no new cats may be introduced into the complex.
- 6.5 Any new resident arriving with more than two Animals / Reptiles / Birds (in whichever combination) which has not been given written permission from the HOA Board, would incur a fine for the account of the owner / tenant / occupant of such unit. This fine would repeat for every consecutive month until such time that an application form had been received & approved by the HOA Board. In the event that the application for more than 2 animals were not approved, the owner / tenant of said property would have 14 calendar days to remove the additional pet(s) and provide written proof thereof.
- 6.6 If permission is granted for a dog the owner / tenant / occupant of a unit shall, with the prior written consent of the Directors, erect a palisade fence (unless such fence already exists) along the yard boundary of that unit, to match the existing palisade fencing of

other units (with additional intervening bars, if needed), so as to ensure that such dog(s) remain confined to the relevant yard at all times.

- 6.7 All dogs within the complex must be sterilized, and must be vaccinated annually against rabies.
- 6.8 The owner / tenant / occupant of a unit who has the consent of the Directors to keep an animal / reptile / bird shall ensure that other unit owners / tenants / occupants are in no way disturbed, inconvenienced or irritated by such animal / reptile / bird. No dog(s) shall be left unattended overnight between 22:00 – 05:00.
- 6.9 An owner / tenant / occupant may only allow a dog outside of the relevant yard, on the common property, if such dog is on a leash and under the full control of a responsible person (Preferably an adult), who shall be equipped with and make use of a “poop scoop” if and when necessary.
- 6.10 Under no circumstances whatsoever shall any live animal, reptile or bird be brought into the complex for the purpose of being slaughtered or to be dismembered and/or processed in any way.
- 6.11 Under no circumstances whatsoever may anyone disturb / shoot / trap any naturally occurring birds or wildlife within the complex. A problem bird or animal must be reported to the Directors for a decision on the appropriate action to be taken.
- 6.12 If an animal / reptile / bird becomes a nuisance / problem during the absence of the unit owner / tenant / occupant, the Directors may have such animal / reptile / bird removed at the expense of the unit owner concerned, without the consent of the unit owner / tenant / occupant.
- 6.13 Temporary “fostering” of pets will not be allowed.

## **7 Children**

- 7.1 Children need to show respect for the privacy of their neighbours.
- 7.2 Children may not climb over walls and structures.
- 7.3 Parents are responsible for the safety of their children whilst they play in the street.
- 7.4 Children may not play in the vicinity of the entrance gate / guard house / solar panel enclosures or the reserve area between Kiepersol & Noordsig.
- 7.5 Children may not be reckless with any type of bicycle, roller skates, in-line skates, skateboards, soapbox cars, plastic scooters or the likes, within the complex.

## **8 Gardens**

- 8.1 No plants / trees within the common gardens or sidewalks are to be damaged, removed or pruned without the prior consent of the Caretaker / Directors.
- 8.2 All plants / trees / shrubs / bushes planted or growing naturally within your yard, along the perimeter wall / palisades should be trimmed and pruned frequently enough to ensure they do not interfere with the electric fence of the complex. Interference will trigger false alarms and will result in armed response having to react to the complex, in

this case any false alarms caused by the neglect of pruning / trimming on your behalf, will be billed to the owner of such unit. Any repairs required to the electric fence caused as a result of the negligence of trimming / pruning will also be for the account of the owner of such unit.

- 8.3 Every owner / tenant / occupant is responsible for the maintenance of their garden as well as the sidewalks up to the edge of the road carriageway also their driveways; this includes all plants, trees, grass and shrubs. The HOA "Home Owners Association" is responsible for the maintenance of the park / reserve, the grass along the entrance gate as well as the upkeep of the entrance gate gardens. All gardens need to be maintained in line with acceptable standards.

## **9 Planting of Trees / Shrubs / Bushes / Plants**

- 9.1 Should an owner want to plant a tree in front of his residence, permission will be required from the Directors. Should you not be an owner of such unit, you would need to gain written permission from the owner of that unit as well as the Directors. The Directors will need to look into the type of roots and need to be sure that it will not cause damage to any of the paving / structures / underground infrastructure in the short / long term.

## **10 Music and Noise**

- 10.1 No excessive music or noise will be tolerated during the following timeframes:  
Before 07:00 and after 21:00 (Monday – Thursday).  
Before 07:00 and after 22:00 (Friday – Saturday).  
Before 08:00 and after 19:00 (Sunday).  
Loud music from Car Audio Systems "Vehicles" will not be tolerated at all.

## **11 Washing / Laundry**

- 11.1 Washing / Laundry is only permitted to be hung on areas designated for the drying of washing / laundry. It is not permitted to hang washing / laundry over any wall / fence or any other structure.

## **12 Business operations from home**

- 12.1 Under no circumstances may any business / counselling (Regardless of being a Non-Profit Organization) be operated from a unit within Kiepersol Complex which requires customers / clients / patients to visit the premises for such services / counselling to be rendered.



## 13 Occupation of Units

- 13.1 The maximum number of permanent overnight occupants allowed in a unit, who shall all be immediate family members of each other, is strictly limited to two (2) per formal bedroom, as per the approved building plan of that particular unit. The concept of extended family members or unrelated boarders / lodgers in permanent occupation is not permitted.
- 13.2 Under exceptional and special circumstances, and at the sole discretion of the Directors, consent may be given in writing for a variation of rule (13.1), subject to the conditions prescribed by the Directors. No communes will be allowed.
- 13.3 The owner or occupier of a unit shall ensure that other unit owners / tenants / occupants are not unreasonably disturbed, inconvenienced or irritated in any way by loud music, lawn-mowers or other noise. The rights of others to a tranquil and peaceful environment must be respected at all times.
- 13.4 Live-in staff members are not permitted. Domestic workers / Gardeners will all have to supply a copy of their ID Document to the Security which is recorded for security purposes / access control.
- 13.5 An owner or occupier of a unit may not erect a tent or any other temporary structure anywhere in the complex, irrespective of whether such tent or structure is intended for sleeping, social, entertainment or any other purpose, or for the accommodation of an animal.
- 13.6 The letting off, activation or storage of fireworks or any other hazardous chemicals / materials or products is strictly forbidden in the complex. The use of firearms, pellet guns, air rifles, catapults, cross-bows, etc. is also not permitted in the complex.
- 13.7 Under no circumstances may garages be used as extra bedrooms or sleeping quarters.
- 13.8 No unit may be used to host Gambling Events / Weddings / Funerals / Trade Union Meetings / Political Gatherings / Church Services.

## 14 Home Owners Association

The buyer agrees that he/she is aware of the following conditions:

- 14.1 The property forms part of a Home Owners Association
- 14.2 All registered home owners of the property in the location, forms part of the Home Owners Association:
  - a) Compulsory to be a member of the association
  - b) It is compulsory to pay levies as owner
  - c) It is compulsory to accept and abide by the rules and regulations set for the association (Which may change at any time, however will be communicated in such event)
  - d) It is compulsory for members to accept the rules set within this document (Which may change at any time, however will be communicated in such event)

## **15 Membership and duration of Membership**

The owner shall:

- 15.1 Become a member of the Home Owners Association as soon as his/her registration or half-ownership has been accepted.
- 15.2 It is compulsory to stay a member until he/she or they are no longer owners of the unit.
- 15.3 Accept and abide by the Memorandum or Articles and Association of the Home Owners Association.
- 15.4 Accept and abide by all rules within this document as well as rules made and changed by the Directors-committee from time to time.
- 15.5 While he/she is a member of the Home Owners Association as from the date that he/she is bound to be a member of the Association be liable for all monies, levies and/or special levies that is decided by the Home Owners Association.
- 15.6 All owners acknowledge that the fence around Kiepersol Complex is electrified and dangerous. No one is permitted near the fence. Neither the developer nor the Home Owners Association of Kiepersol Complex will be held responsible for any loss of life, injury or damage that may occur in this regard.
- 15.7 All members are bound to accept all architectural guidelines as well as developer guidelines in regard to the complex.

## **16 Levies**

The owner of such unit is bound to pay any levies introduced by the Home Owners Association as in the Memorandum and Articles of the Association as well as any part of costs by the Home Owners Association in regard to:

- 16.1 The installation and maintenance of the security system and fencing for the use and protection of all members of the Home Owners Association.
- 16.2 Maintaining all roads within the complex.
- 16.3 The installation and maintenance of roads.
- 16.4 The maintenance of open spaces and/or parks.
- 16.5 Insurance and other expenses that are required for the general upkeep of the complex.
- 16.6 Levies are paid monthly on or before the 7<sup>th</sup> of every month. Should an owner withhold levies, then legal actions will be taken against the individual owner to collect outstanding levies. The owner will be responsible to pay all legal fees as well.
- 16.7 No owner may alienate his/her property without obtaining a written undertaking from the buyer to abide by the rules and regulations that have been put in place by the Home Owners Association.
- 16.8 The Home Owners Association will only pass a clearance certificate for the property if:
  - a) Proof be given to the Association that these rules have been accepted and signed for by the buyer and a copy of the signed document be handed to the Association.
  - b) The seller had paid all outstanding amounts and levies to the Home Owners Association.

## **17 Building Work**

No alterations or extensions are permitted without the written consent and acceptance from the Directors. All plans need to be submitted to the Directors for them to verify that it is according to the architect specifications.

It is not permitted to:

- 17.1 Construct a double story residence.
- 17.2 Install any dividing wall or construct any wall on any area.
- 17.3 The installation of any televisions – or other aerials or solar panels is not permitted unless authorisation is granted by the Directors in accordance with the theme of the complex.
- 17.4 Build any structures, Wendy Houses, change any structures or expand any portion of his/her residence on the property for example, carports, motor garage, domestic quarters, store rooms, swimming pools, shade nets or paving (temporary or permanent) without the written consent from the Directors of the Home Owners Association. Authorisation will not be granted should the Directors not be persuaded that the installation of the desired structure(s) fits in with the theme of the architect and of the complex (Design, Material Type & Colour “Colour Standards available on our website [www.kiepersolcomplex.co.za](http://www.kiepersolcomplex.co.za)”). Where applicable, permission / authorization will need to be required from Mbombela Local Municipality and the outcome needs to be provided to the Home Owners Association Board of Directors.
- 17.5 Store any building material / sand / building rubble on the pavement. All material should be kept inside the yard (Within the wall perimeter) at all times. Should any material / sand / rubble, be moved outside of the yard / into the road carriageway, the owner / tenant / occupant of such unit be responsible to immediately clean up and restore the affected area(s) to its original state & condition.
- 17.6 Leave any building contractors unsupervised.

## **18 Dispute Resolution**

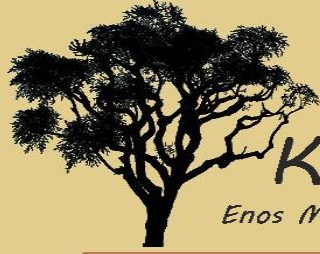
- 18.1 If a dispute cannot be resolved between the parties concerned, then it should be submitted to the Caretaker in writing ([management@kiepersolcomplex.co.za](mailto:management@kiepersolcomplex.co.za)). The Caretaker will review the matter and take appropriate action accordingly.
- 18.2 If the resolution provided by the Caretaker is not satisfactory, correspondence (Proof of complaint & outcome) can be sent to the Chairperson for review and further instruction / intervention ([chairperson@kiepersolcomplex.co.za](mailto:chairperson@kiepersolcomplex.co.za))

## **19 Compliance with these rules**

- 19.1 The owner of an existing unit who intends on selling or letting the unit, or grant rights of occupation to such unit, shall ensure that a current and complete copy of these rules are made available to the agent involved and the prospective purchaser, tenant or

occupier. It will be incumbent on the unit owner to impress upon such prospective purchaser, tenant or occupier the importance and full implications of these conduct rules. Any misrepresentations or misunderstanding which might arise will not be taken as a mitigating factor by the managing agents or Directors when considering any application in terms of these rules or dealing with any transgression of these rules.

- 19.2 Any breach of these rules will be deemed to have been committed by the owner of the unit concerned, irrespective of the fact that the actual perpetrator may have been a member of the family of the owner or his/her household guest, tenant, occupier, domestic worker, garden worker or outside service provider.
- 19.3 For contravention of any of these rules, the owner of the unit concerned will be liable to receive penalties as per "Annexure A".



# Kiepersol Complex

*Enos Mabuza Drive, Sonheuwel, Mbombela*

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## Annexure A Table of Contents

<b><u>1</u></b>	<b><u>DAMAGE TO COMPLEX INFRASTRUCTURE / PROPERTY</u></b>	<b><u>2</u></b>
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## **1 Damage to Complex Infrastructure / Property**

- 1.1 Any damage arising from residents or their visitors / contractors / service providers will be for the Home Owner's Levy Account. Damage amount will be determined accordingly by means of proper inspection in order to be fully reinstated.

## **2 Fines / Transgressions**

- a) First Offence: Written Warning
  - b) Second Offence: R600-00 Fine
  - c) Third Offence: R800-00 Fine
  - d) Fourth Offence: R1000-00 Fine including but not limited to Legal Action
- Procedures and re-occurring fines for additional transgression of the rules contained within this document, regardless of whether repeat offenses are of the same nature.