

**XANADU ECO PARK**

**HOMEOWNERS' ASSOCIATION**

**CODE OF CONDUCT**

**AS APPROVED BY THE TRUSTEES OF THE XANADU ECO PARK HOMEOWNERS'  
ASSOCIATION AT THE TRUSTEES MEETING OF THE 3<sup>RD</sup> JULY 2009**

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HOMEOWNERS ASSOCIATION**

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**CODE OF CONDUCT FOR XANADU ECO PARK**  
**Revised 3rd July 2009**

**1. Introduction**

- 1.1 The most effective of all codes of conduct is the time-worn phrase: **“do as you would have others do unto you”**. **If everybody living at Xanadu Eco Park will show the same due care and consideration for their fellow residents which they themselves expect, then there will be no need for the application of the rules or the issuing of warnings or fines.**
- 1.2 Harmonious community living can only be achieved when residents use and enjoy both their own properties and the common area in a manner which respects and considers the rights of everybody else lawfully on the estate. Compliance with this Code of Conduct and general consideration by residents for each other will greatly assist in assuring a satisfied community.
- 1.3 The rules contained in the Code of Conduct, are legally binding on all members/residents and in fact everybody on the estate in terms of this Constitution **as is any decision taken by the trustees in interpreting and applying these rules**. Each member is responsible for ensuring that all persons residing on his/her erf or unit and his/her guests, employees, contractors and agents comply with this Code of Conduct and shall personally be responsible for the actions or omissions of such persons.
- 1.4 In the event of annoyances, disputes or complaints arising for any reason, the involved parties should endeavour to settle the matter between themselves amicably, exercising understanding, tolerance and consideration. In instances occurring where problems cannot be resolved, the matter should be referred to the manager for arbitration and settlement.
- 1.5 The Trustees may alter, change, amend or add to the House Rules as and when deemed necessary to ensure the happy and orderly co-existence of owners and/or residents. In respect of the interpretation of these rules, the decision of the manager/trustee is final and binding.

**2. General**

- 2.1 Members/residents must acquaint themselves with the Constitution, the Xanadu Eco Park Building and Landscaping Guidelines and this Code of Conduct. Ignorance of such shall not constitute a reason for non-compliance.

In particular neither the Xanadu Eco Park Homeowners' Association(XHOA), the trustees, the manager or the developer nor any of their employees, servants or agents shall be responsible or liable in any way for any loss or damage to any building, person or property anywhere on the estate, howsoever and by whomsoever caused, and whether by any act or omission of any of the foregoing, and all members/residents on the estate hereby waive any claims which at any time might arise in consequence of any act or omission aforementioned.

- 2.2 Members must ensure that all persons granted rights of occupancy of their erven are acquainted with and comply with this Code of Conduct and have obtained an occupation certificate from the Association, following receipt of an occupation certificate from the Local Council. Under no circumstances may an owner or tenant occupy a home without the Association's occupation certificate having been granted.
- 2.3 No business activity which would cause aggravation or nuisance to fellow residents may be conducted, including auctions, jumble sale and similar activity.
- 2.3.1 Not more than 20% of the floor area of any house may be used for business purposes.
- 2.3.2 The number of people working therein, are restricted to the owner and not more than two employees, provided that the owner is present and lives on the property.
- 2.3.3 The type of business is restricted. There may be no manufacturing or direct sales. Restrictions above are designed to limit the flow of people and traffic and for various other reasons, not the least being security.
- 2.3.4 No business or trade may be conducted on any erf or unit within the estate without the prior written consent of the trustees. The grant or withdrawal of such consent and the conditions attaching thereto shall be entirely at the discretion of the trustees.
- 2.3.5 All businesses operating within the estate are required to register with XHOA on an appropriate form available from the estate office. Registration must be reviewed annually on a date to be advised by the manager. Where businesses are found to be operating without having been registered, a penalty will be levied. The owner of the unregistered business will have to cease his business operation until such time that he complies with the registration criteria. This restriction does not apply to the developer and/or its agent(s) in respect of activities relating to the sale and development of erven or units.
- 2.3.6 Where the trustees deem that the numbers of vehicles are putting pressure on the security of the estate, they reserve the right to impose a higher levy as a result of the inconvenience.
- 2.4 No sign, notice, board or advertisement of any kind whatsoever may be placed on the common area, sidewalk in front of the erf or unit, or on or in the vicinity of any erf within the estate with the exception of the standard building contractor's signboard details of which are to be obtained from the manager. This restriction does not apply to the developer and/or its agent(s) in respect of activities relating to the sale and development of erven or units or to the Association as such. No advertisements or publicity material of any nature may be exhibited or distributed without the consent of the XHOA under special circumstances. Door to door canvassing is not permitted. No advertisements by way of leaflets, pamphlets, etc may be distributed at the gatehouses or within the estate unless on official XHOA letterheads for estate functions, notices etc.

- 2.5 No firearm, pellet gun, catapult, bow and arrow or any other weapon may be used on or in the vicinity of the estate. The Association does however reserve the right and under supervision of the estate manager, obtain the services of residents and or outsiders to get rid of undesirable animals or birds which may become a nuisance on the estate. (Remember to keep your dogs and cats within your erf boundaries).
- 2.6 Littering of any kind in the common area, including the disposal of cigarette stubs, is strictly forbidden.
- 2.7 No fires of any kind are permitted anywhere on the estate except at an indoor fireplace or outside braai area.
- 2.8 No invasive alien vegetation is permitted anywhere on the estate. Where a member/resident fails to remove such vegetation the Association will be entitled to remove it at the cost of the member concerned, and the employees or agents of the Association will have free and unrestricted access to the erf or unit concerned for this purpose.
- 2.9 All members/residents must maintain their erven or units (main dwelling, garages, outbuildings, boundary walls, site walls and gardens) in good condition and in a neat and tidy state at all times.
- 2.10 No fireworks of any description may be used anywhere on the estate.
- 2.11 The alarm system and installation and link up must be carried out by the estate's preferred service provider, whose details are available from the Association's offices. The installation of burglar alarms is encouraged. These alarms must operate as silent alarms and must be linked to the Xanadu Eco Park security control room, from where reaction or response will be implemented.
- 2.12 No domestic refuse, garden refuse or refuse containers may be left outside for collection other than on the scheduled day(s) for collection.
- 2.13 All damage caused within the estate by a vehicle effecting a delivery or transporting persons/equipment to or from an erf or unit shall be the responsibility of the member/resident concerned.
- 2.14 No habitation of any mobile home or caravan on the estate will be permitted.

### **3. Motor Vehicle Regulations**

- 3.1 The speed limit on the estate is 40 kph. This speed limit must be complied with at all times. **All road signs must be obeyed.** Remember "Dead slow or dead children".
- 3.2 Any contractor, visitor, employee or agent of any member/resident who, in the sole opinion of the manager, habitually contravenes any of the provisions of this Code of Conduct may be banned from the estate.

- 3.3 The use of vehicles, including motorcycles, which create excessive noise will not be permitted. Electrical golf carts will be allowed. Quad bikes are expressly prohibited on the estate. Any transgression of these rules will lead to a fine of R1000.00 being imposed. Such fine will be part of the levy and will be due and payable on the 1<sup>st</sup> day of the next month. Any driver must be in possession of a valid drivers licence. **ALL TRAFFIC RULES MUST BE ADHERED TO.**
- 3.4 All vehicles must keep to the designated roads and drivers thereof shall observe all the road signs within the estate. Engine-powered vehicles are **not allowed** to drive anywhere except on the roads. Parks and pavement are expressly off limits. The security gravel road around the perimeter of the estate is for the sole use of security, management and estate maintenance.
- 3.5 No vehicles shall be driven in any manner which creates a nuisance or is considered by the trustees or the manager to be unsafe.
- 3.6 No vehicle may be habitually parked in any part of the common area except in such places as are specifically approved and designated for that purpose and then only in such a way that the flow of traffic to and from erven or units and garages is not obstructed.
- 3.7 No commercial vehicle or truck (except for the purpose of effecting deliveries), caravan, trailer or boat may be parked in the common area at any time.
- 3.8 No vehicle may be parked on or in the vicinity of any entrance to an erf or unit so that it protrudes over or onto the road reserve of the common area.
- 3.9 Garage doors should generally be kept closed unless occasional regular access to a garage is required.
- 3.10 Any vehicle parked or abandoned in the common area for a period exceeding fourteen days may be removed or towed away at the risk and expense of the owner, unless prior written permission has been obtained from the manager.
- 3.11 No motorised vehicle of any description may be used in the estate unless the driver/rider thereof is in possession of a valid driver's licence for the vehicle concerned.
- 3.12 No motorised vehicle of any description not requiring a licence and roadworthy certificate, save for civil or electrical construction vehicles or TLB's may be used in the estate.
- 3.13 Parents are responsible for ensuring that their children do not play in the roads.
- 3.14 Residents should report the registration number of any vehicle that they consider contravenes the North West Province Road Ordinance and XHOA rules and regulations, i.e. speeding, not obeying road signs and any other contravention to the Estate Manager.

#### **4. Control of Pets**

- 4.1 The local authority by-laws relating to pets shall apply to members/residents and they will be enforced.
- 4.2 Dogs and cats may be kept on any erf or unit within the estate provided that:
  - 4.2.1 All dogs shall be kept within the boundaries of an erf or unit and shall be contained in an adequately walled area.
  - 4.2.2 no more than two dogs may be kept without prior written consent from the trustees. The grant or withdrawal of such consent and the conditions attaching thereto shall be entirely at the discretion of the trustees;
  - 4.2.3 dogs shall not be allowed to roam in the common area of the estate;
  - 4.2.4 members/residents may walk their dogs on concrete walkways and pavements provided they are on a leash under effective personal control;
  - 4.2.5 no member/resident shall permit their dogs to foul walkways and pavements unless the excrement is immediately removed by the person accompanying the dogs;
  - 4.2.6 members/ residents shall not allow their dogs to bark at any time which results or which may result in a nuisance or disturbance to any other resident. It is recommended that dogs be kept inside between the hours of 20h00 and 06h00;
  - 4.2.7 screening or other adequate preventative measures must be taken to ensure that dogs do not bark at passers by.
  - 4.2.8 Only one spayed or neutered cat may be allowed, provided that such cat must always wear a collar with a bell that works.
- 4.3 Members/residents shall ensure that their pets do not cause a nuisance or disturbance to any other resident.
- 4.4 No caged wild birds or animals other than dogs and cats shall be permitted on the estate.
- 4.5 The trustees shall have the right to prohibit, restrict, control the keeping of, or remove any pet which they regard as dangerous or a nuisance to other occupants of the estate.
- 4.6 No poultry, pigeon, aviaries, catteries, wild animals, reptiles, livestock or similar may be kept on the estate under any circumstances.
- 4.7 No pet is allowed to roam the streets and must be held on a leash in all public areas. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians as well as other pets are not attacked, traumatised or harassed and that no nuisance or disturbance is caused to neighbours or fellow residents at any time of the day or night.

- 4.8 Pets found on the Eco Park roads or common areas with or without identification tags will be apprehended by the manager and handed to the SPCA or a Veterinary Clinic in the area to be determined by the XHOA. The owner will be responsible for the collection and payment of any costs incurred. The XHOA further reserves the right to request the owner to remove his/her pet/s should a continual nuisance or disturbance be created and reported.
- 4.9 **Under no circumstances whatsoever are pets allowed into the Eco Sensitive and wetland areas or to swim in the dams in the Eco Park and the wilderness area.**
- 4.10 A penalty fine will be imposed by XHOA should any pet be found in a wetland area, or found swimming in the dams. First offence R400.00. Second offence R800.00 and R1000.00 each time thereafter. XHOA reserves the right to amend penalties from time to time. Such fines form part of the monthly levy.
- 4.11 Contravention of Madibeng / Hartebeespoort Town Council Dog by-laws or any other by-laws
- 4.11.1 Subject to the provision to the contrary on these by-laws or any other by-laws no person shall bring or allow in public place any dog that:
- (a) is wild, dangerous or ferocious, or
  - (b) is in the habit of charging or chasing people, vehicles, animals, fowls, birds or game in the Eco Park outside the premises where dogs are kept, or
  - (c) causes damage to any person or property, or
  - (d) is a bitch on heat.
- 4.11.2 No person shall, without reasonable cause
- (a) set a dog on any person or property, or
  - (b) permit any dog under his supervision or in his custody to attack or terrify any person, animal or bird, or
- 4.11.3 (a) No person shall keep a dog that creates a disturbance or nuisance, or
- (b) suffers from a contagious disease.
- 4.12 Owners leaving their homes for any extended period must make arrangements for their pets to ensure they don't become a nuisance to surrounding neighbours. People going out or going on holiday and leaving their pets in the house or garden will be fined up to R1,000.00 should these animals become a continual nuisance to the neighbours. Should pets continue to be a nuisance during the absence of an owner and the owner cannot be contacted, the manager reserves the right to call on the local SPCA to have the offending pets removed. Security personnel may not be used or called upon to feed your pets during your absence.
- 4.13 Wild Animals  
Besides the various rules relating to fauna on the estate it must be understood that the Association or the developer will, in addition to any animals that may be on the property, introduce further game into the open spaces.



4.13.1 The game will have free access to the whole estate.

4.13.2 Wildlife species may consist of: -

Hartbees	Steenbok
Rooibok	Rheebok
Kudu	
Giraffe	
Zebra	
Impala	
Gemsbok	
Springbok	

4.13.3 The Association accepts no responsibility whatsoever for injuries to persons and /or pets or for damage caused to gardens without fences by the wildlife on the estate.

4.13.4 Under no circumstances may children or residents chase or injure animals on the estate.

4.13.5 A person found disturbing or injuring the wildlife or any other animals on the estate or on their stand, will be liable to a fine of R10,000.00. Such fine will form part of the levy and will be payable on the 1<sup>st</sup> day of the following month.

4.13.6 No person may approach, touch or feed any of the wild animals on the Xanadu eco Park estate.

4.14 Please ensure that your pets have their annual inoculations against rabies and other diseases.

## 5. Common Area

Numerous open areas have been provided within the Eco Park to enhance the residents lifestyle. All owners and their visitors should leave parks as clean or cleaner than they found them. Picnics are encouraged only in designated areas, and the lighting of fires or braais is restricted to the areas specifically allocated.

5.1 No member/resident, visitor, employee, contractor or agent may collect or remove anything from the common area including but not limited to wood, stones, flora or fauna. In particular no person may pick up or uproot any indigenous plant, or approach, disturb or kill any animal or bird.

5.2 Walkers must keep to the footpaths at all times.

Notices regarding this as well as park rules and regulations are prominently displayed.

5.3 No member/resident shall dam or alter the flow of any watercourse, spring or stream within the common area, or on any erf such as would result in a nuisance or in loss or damage to any other erf or to the common area.

5.4 No plants, shrubs or trees may be removed and the trapping of birds and other animals is not permitted.

5.5 No bathing or fishing in the dams is allowed, nor are dogs permitted to swim therein.

- 5.6 Playground equipment where provided is to be treated respectfully and confined to the use of children under the age of 12 years..
- 5.7 The use of the bird hides must be treated with respect when enjoying the facilities. Do not litter in the bird hides. These facilities are for the purposes of bird watching only.
- 5.8 The Developers have constructed various internal parks with walkways leading to the Eco Park. Owners, visitors and their employees are to ensure that all rules relating to the use of the park and recreation areas, those pertaining to pets are adhere to when walking through the parks into the main Eco Park.
- 5.9 No dumping from existing homes will be allowed onto the parks under any circumstances.
- 5.10 Residents and visitors must immediately report to security, any resident, visitor, employee, or contractor or his workmen who are seen tampering with flora and fauna in the Eco Park.
- 5.11 Where persons are caught interfering with the flora and fauna by XHOA the owner of the stand concerned will be responsible to pay a fine of R5,000.00 for a first offence, and R 10,000-00 for future offences relating to flora and R10,000.00 per offence for fauna, which amounts will form part and parcel of the levy and will become due and payable with the levy, irrespective of whether such offence was carried out by themselves, their children, other members of their family, their domestic employees or any other employees, their visitors, or their contractor/s employees.
- 5.12 All owners, their families, employees, contractors, tenants and visitors must adhere to the environmental management programme as issued by the developer initially, and amended from time to time by the Trustees / management agents.
- 5.13 Owners are encouraged to ensure that their builders create screening between the stands, roads and the parks when constructing the dwellings, any renovations or extensions. The builders will be responsible for cleaning up paper and other rubbish that finds its way into the park, roads or adjoining stands.
- 5.14. Under no circumstances may anyone drive in restricted areas.
- 5.15 Should residents be found contravening these rules, their levy accounts will be debited with a fine of R2000.00 for the first offence and R4000.00 per offence thereafter.

## **6. Access Control**

- 6.1 Members/residents may be required to purchase and to use their own remote controls/transmitters for the entry boom(s).
- 6.2 Communication from each erf or unit to the gatehouse will be by telephone. Members/residents may be required to install a dedicated facility/service to support this function, at their own cost.

- 6.3 The following procedures (or any others from time to time imposed by the manager or trustees) must be observed by all members/residents in regard to access to the estate:
- 6.3.1 if they are expecting visitors they must inform the guard prior to the expected time of arrival so that the guard may allow entry to these persons on arrival;
  - 6.3.2 they may authorise access to a visitor on receipt of a telephone call from the guard, but if the resident is not available to answer the call the visitor at the gatehouse will not be permitted entry.
- 6.4 Contractors, workmen, employees and anybody who visits the estate in the course of their work will be supplied by the guard with a permit which must be displayed on their person at all times when they are in the estate. Failure to display this permit may result in the culprit being banned from the estate.
- 6.5 Members/residents will have their access cards temporarily invalidated if their levy and/or all other amounts owing to the Association are in arrears. Members/residents will have to sign in as visitors until such amounts owing are brought up to date.

## **7. Tennis Courts**

- 7.1 It is the ultimate intention for a tennis committee to be formed to take over the operation of all aspects of tennis. Pending this development, the following regulations will apply:-
- 7.1.1 Bookings for and access to the tennis court will be based on timesheets kept at the gatehouse.
  - 7.1.2 Recognised tennis shoes and an acceptable standard of dress must be worn on the court by all players.
  - 7.1.3 The court and equipment must be left in perfect order by players when they leave.
  - 7.1.4 The court is primarily for the use of members/residents but guests may be permitted from time to time and the members/residents concerned shall be responsible for the behaviour of the guests.
  - 7.1.5 Parents of any children who are found on the tennis court rollerblading, roller skating, cycling, etc. will be subject to a fine not exceeding R750.00. Such fines, in terms of the Constitution, will be debited to the levy account. This figure is subject to change from time to time.
  - 7.1.6 The use of the tennis court/s is at the own risk of the person concerned and no liability shall attach to the Association, the trustees, the manager or the developer or their agents or employees for any death or injury or loss or damage of whatsoever nature suffered by anyone making use of the tennis court.

7.1.7 No shoes with black soles will be allowed. Anyone found playing on the tennis court with black soled shoes will be prohibited from playing tennis and will be fined accordingly.

7.1.8 Should owners/residents book the court and not be there to play within 10 minutes of the booked time, the court can be used by other players. Please ensure that the court is vacated on expiry of the booked time.

## **8. Nuisance, Disturbance, Noise and Light Pollution**

8.1 Members/residents and their guests may not engage in any activity, occupation or hobby that causes or is likely to cause a nuisance or disturbance to any other resident.

8.2 No member/resident or their employees or contractors shall be permitted to use any noisy machinery including but not limited to lawnmowers, chainsaws, lathes and woodworking machinery after 16h00 on Saturday, or before 09h00 or after 12h00 on Sundays or public holidays; and on all other days not before 10h00 or after 20h00.

8.3 No exterior speakers are permitted and the level of any music played shall be limited so as to not to cause or be likely to cause a nuisance or disturbance to any other resident.

8.4 As a rule of thumb, music or other noise must not be audible outside a residence. The activities of domestic staff should be tuned to a level, which will not cause a disturbance to neighbours.

## **9. Selling and letting of property**

9.1 Only agents accredited with the board of trustees of the Homeowner's Association (including auctioneers) may attend to the resale of stands, houses or units and with the letting of property within the estate. It must be remembered that Xanadu Eco Park is a security estate where access must strictly be controlled. Agents must also ensure that all prospective buyers and tenants be made aware of the constitution which includes the rules and regulations of the estate before any transaction is finalised. A copy of this Constitution must be given to the new owner or tenant by the agent, once the sale or lease agreement has been signed.

9.1.1 Where a property is being leased, access cards will not be issued to the tenant unless and/or until the new tenant acknowledges receipt of the constitution and undertakes to be bound by the said constitution and a copy of the lease is given to the manager.

9.2 Members are permitted to let their houses provided that the member or his accredited estate agent ensures that the tenant is acquainted with this Code of Conduct and the Constitution of the estate. The tenant must confirm to the estate manager in writing, prior to occupation, that everybody residing on the erf or unit and all his/her guests, employees, contractors and agents shall comply with the provisions thereof for the duration of his/her tenancy.

9.3 Notwithstanding the provisions of clause 9.2 members shall not let their properties for use as a commune.

- 9.4 Should a tenant breach the provisions of clause 9.2 the trustees or manager may deny the member concerned the right to continue to let his/her house, and may take such action as they deem necessary or expedient at the cost of the member concerned to eject the tenant and all those claiming through or under the tenant from the property concerned.
- 9.5 The manager requires a copy of the lease.
- 9.6 Should a house or unit be let on the estate, the owner shall immediately advise the estate manager of the names, telephone numbers, email addresses and fax numbers of the tenant.
- 9.7 It has come to the attention of the trustees that houses in various estates have been let to criminal elements. Members are therefore requested to adequately screen their prospective tenants before entering into a lease. The XHOA reserves the right to immediately inform the local South African Police of possible criminal activity being conducted from the premises. The estate manager will make every effort to inform the owner of the premises of these suspicions.
- 9.8 The manager will ensure that an updated list of accredited agents is available at the Homeowner's Association office.
- 9.9 The trustees shall have the right to withdraw such accreditation from any agents not complying with the rules as set out by the Trustees, despite any mandates having been given to the said agents by a member.
- 9.10 The trustees will prohibit non-accredited agents from selling or letting properties on the estate and further will deny such agents access to the estate.
- 9.11 Should an owner not sell the property himself, but through a non accredited agent, the Association will impose a fine on the owner of up to R10 000.00, which fine will be payable before the Association will issue a clearance certificate, for transfer purposes.
- 9.12 Homeowners may not display "For Sale" or "To Let" advertising boards or notices anywhere in or on their properties due to the aesthetic problems that the uncontrolled display of these boards and notices can lead to. Owners may however, personally show their houses on Saturdays and Sundays between 14h00 and 17h00. During these show times advertising and/or notice boards may be displayed externally or internally and such boards must be removed at the end of each show day. Boards not removed by the owner, will be removed by the Homeowner's Association. Where internal boards are not removed, a fine may be imposed by the Association.
- 9.13 Should homeowners sell or let their property themselves, they are encouraged to advertise their properties, that are for sale or to let, in any of the printed or electronic media that are available. Again, should a sale or lease be entered into by the owner, a copy of the Constitution must be given to the new purchaser or tenant.

## **10. Non Compliance**

- 10.1 For the enforcement of the provisions of this Code of Conduct or the provisions of the Constitution generally the trustees or the manager may:
- 10.1.1 give notice to the member/resident concerned to remedy any breach within such period as they may determine;
  - 10.1.2 take or cause to be taken such action as they deem fit to remedy the breach of which the member/resident concerned may be guilty and debit the cost thereof, which shall be a debt due to the Association, to his/her levy account, and which shall be payable as part of his/her levy on the first day of the following month, and
  - 10.1.3 impose a fine in an amount determined by the trustees or the manager in their sole discretion from time to time on the member/resident concerned, which amount shall be a debt due to the Association and shall be debited to his/her levy account and shall be payable as part of his/her levy on the first day of the following month.
- 10.2 Should the trustees or manager institute legal proceedings against any member/resident for the enforcement of any of the rights of the Association, the Association shall be entitled to recover all legal costs so incurred from the member/resident concerned, calculated as between attorney and client, including tracing fees and collection commission. Interest shall be debited on all overdue accounts at prime plus 5% per annum.
- 10.3 In the event of any breach of this Code of conduct or of any of the provisions of the Constitution by any person residing in a member's erf or his guest, employees, contractors or agents, such breach shall be deemed to have been committed by the member himself; but without prejudice to the foregoing, the trustees or manager may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, in addition to any action which might be taken against the member concerned.
- 10.4 Complaints, relating to the behaviour of another resident are to be lodged with the manager in writing, provided that the complainant has first attempted to settle the matter amicably with the other party. In the case of a serious contravention of the constitution, the Building and Landscaping guidelines or this Code of conduct, the manager may be approached without prior attempts at settlement between the parties.

## **11. Environmental and aesthetic appearance**

The collective pride we have in our Eco Park depends to a considerable extent on the contribution made by every owner in creating and maintaining a pleasing appearance of their property and thereby to the Eco Park as a whole.

- 11.1 Every owner has a responsibility to the community to maintain the pavement area between the road kerb and the boundary of his property, which includes watering of any lawn, trees, plants and shrubs.

- 11.2 No trees, plants or pavement lawn may be removed without the permission of XHOA, and if the pavement lawn, trees and/or plants are damaged in any way including as a result of building activity it is the owner's responsibility to re-instate the lawn area to the satisfaction of XHOA who will re-instate any damages at the owner's expense, the cost of such re-instatement will form part of the levy payable during the month of such re-instatement. The same rule as above applies to all parks and common property areas.
- 11.3 Planting by owners on the pavement areas should not interfere with pedestrian passers-by or obscure the vision of motorists. Indigenous trees are the preferred plants to be planted.
- 11.3.1 Only lawn may be planted for 1.1m from the road curb to protect services and to provide a walkway. The position of trees to be planted must be cleared with the estate manager.
- 11.4 Building materials, rubble or other refuse must not be dumped on pavement areas, vacant stands or public areas under any circumstances. Builders will be required to screen the building site from individual properties and the street with screening to be determined by XHOA.
- 11.5 The house, garden walls and outbuildings, must be maintained and painted to the satisfaction of XHOA.
- 11.6 In the event of the above requirements not receiving satisfactory treatment or attention, XHOA, after having given the owner written notice thereof, reserves the right to undertake the necessary work at the owner's expense, and such costs will form part of the levy in the month of debiting.
- 11.7 Owners must ensure that declared noxious flora are not planted or allowed to grow in their gardens or on pavement areas.
- 11.8 A particular appeal is made to owners and others to leave any public areas they may visit in as clean a condition as was found and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.
- 11.9 Fauna of any nature may not be chased or trapped in any area, be it by people or animals. Flora may not be damaged or removed from any public area.
- 11.10 Save for the township developer from time to time, vacant stands must be kept clean on a regular basis to the satisfaction of XHOA and if not so cleaned or cleared, XHOA reserves the right to have the stand cleaned at the owner's expense without notice, which costs will form part of the levy in the month it is debited. XHOA will make separate arrangements with the township developer from time to time.
- 11.11 Veld grass is to be cut down by owners of vacant stands in January, April and October of each year, failing which XHOA reserves the right to cut the veld grass in February, May and November respectively without giving written notice, the cost being for the owners account and forms part of the levy

- 11.12 It must be clearly noted that the use of open space areas, dams, parks, playground equipment and other Eco Park facilities is made entirely at the owners, residents, visitors or others own risk, with XHOA disclaiming any responsibility.
- 11.13 Residents are urged to report to the Estate Office any incidents of builders or others littering or dumping rubbish/rubble where not permitted and/or on vacant stands.

## **12. Tennis Court and Clubhouse if provided**

The clubhouse, its facilities if, and when built in later phases (entirely at the discretion of the Township Developers and without any commitment thereto whatsoever), is for the use of Xanadu Eco Park owners/residents and their guests only. They are a privilege and should be treated as such.

### **CLUBHOUSE (if and when applicable) BOOKING AND CHARGES**

- 12.1 Owners/residents desiring to hire this venue if or when built for functions, should book well in advance by telephoning the manager.
- 12.2 Hiring fees will be determined by management from time to time. XHOA reserves the right to amend these fees from time to time. A deposit will be payable when booking.
- 12.3 It is the hirer's responsibility to clean the Clubhouse after use, failing which XHOA will clean and deduct the cost thereof from the deposit held. If for any reason the Clubhouse is not in a clean condition when taking possession please report this to security when they open the Clubhouse for your function.
- 12.4 The deposit will only be refunded after the function and on inspection of the clubhouse to ascertain that it has been cleaned by the hirer and that there are no breakages or damages of whatsoever nature. Refuse bins are provided at the clubhouse. The owner's levy account will be debited with any excess should the cost of repairing any breakages or damages exceed the deposit
- 12.5 Should you have a party with music, please be considerate to residents in the nearby vicinity. Music or other noise must not be audible outside a residence after 22h00 on Monday to Thursday, after 24h00 on Fridays and Saturdays and after 14h00 on Sundays. If XHOA should receive any complaints from residents during permitted hours, security have been instructed to inform the hirer and request that the volume be reduced.

## **13. Social & Marketing**

One of the objectives of XHOA is to create a community spirit that is conducive to family life. Functions may be arranged from time to time to engender this.

Children's functions such as Easter, Halloween and a Christmas Party may be arranged annually. In addition, other functions for adults and children may be organised at which a nominal fee is levied to cover costs. It is not intended to organise functions for profit-making purposes.



Should residents wish to assist in organising a function they would be most welcome and should contact the relevant trustee or the manager.

“Open” functions are not permitted, as there is no control over who enters the Estate. Lists of invitees for large functions, especially when the number exceeds ten, can be lodged with security, who will ensure that only invited guests are pre cleared and admitted. No tents/marquees are permitted other than for estate functions organised by the XHOA. Where the intended invitee guest list exceeds 50 people, written permission must be obtained from the estate manager.

A community newsletter and /or newsflash bulletins are published on a regular basis to advise members and residents of events and happenings within the estate and surrounding areas. Owners, residents and advertisers are invited to participate by contributing any newsworthy items by way of editorials. These should be submitted to the Editor for incorporation, subject to content and space availability. Contributions should be handed to the manager. The social committee reserves the right to review and/or refuse publication of an article.

Advertisements ranging from classified to a full A4 page can be included at reasonable rates depending on publication costs, which vary from time to time.

Out of respect for all the diverse cultures or religions on the estate, no religious rituals or symbols may be visible or audible or take place on an erf and or unit or any common property in the estate.

#### **14. Security**

Security is of paramount importance in the lives of residents, whether it be for them personally or for their possessions. Hence the Association goes to great lengths to ensure maximum possible protection on the Eco Park. Every time security protocol is not followed and regulations broken, it makes it easier for criminals and others to do the same. The owner will have no recourse to either the developer or the XHOA, and shall take the necessary precautions to ensure the security of his/her home.

- 14.1 Security personnel have a difficult and unenviable task. Everyone's support and co-operation is expected. Rather than being obstructed in their prescribed duties or abused, residents should display a positive and supportive attitude towards the security staff whose loyalty and attitude toward the people they are employed to protect will in turn be enhanced.
- 14.2 The Gatehouses will be manned 24 hours per day and the Eco Park will be constantly patrolled by security guards.
- 14.3 Access cards for owners must be purchased from XHOA. An application form obtainable at the Gatehouse is to be completed and cards will be issued after the required payment is received. Strict control over the cards must be maintained to prevent their misuse and under no circumstances should cards be issued to casual visitors. It is the responsibility of residents to ensure that all lost cards are reported immediately. Access cards are not transferable unless under special circumstances and only once written request and permission is granted.
- 14.4 Should levies be in arrears, the XHOA reserves the right to immediately bar all access cards in a resident's possession without notice until levies are paid up.

- 14.5 Every owner must also request visitors to adhere to the security protocol and treat security personnel in a co-operative and courteous manner.
- 14.6 Every owner must also ensure that contractors and others in his casual employ, adhere specifically to the security stipulations contained in the Builders Code of Conduct and the Estate Rules. Contractors, domestics or visitors not adhering to the security regulations will be denied access to the Eco Park.
- 14.7 All or any attempted burglaries, any boundary wall or fence climbing, indeed any act of a suspicious nature, must be reported immediately to the Eco Park Security at 012 259 8299 or 999 or 9999 if on the Smart Village telephone system.
- 14.8 Residents are strongly discouraged from employing unknown casuals, gardeners and/or other categories of casual workers in the Eco Park. It is a known fact that many of these people are illegal immigrants or have criminal records and prejudice the safety of our properties. The site security management team should be approached to assist in having persons screened prior to their employment.
- 14.9 The Security should be advised in advance whenever possible of the pending arrival of visitors to a particular owner/resident, including vehicle registration numbers if known, especially if a function is to be held.
- 14.10 All owners/residents must advise the Eco Park Manager in writing of their home telephone number to enable security to make contact by either the automatic computerised telephone intercom system or the smart village system. If there are any additional changes it is incumbent on the owner/resident to advise the Eco Park Manager in writing by obtaining and the completion of our standard up-date form.
- 14.11 In the event of owners/residents not being connected to either system, or no contact can be made, visitors will of necessity have to be declined entrance to the Eco Park, unless prior instructions have been given to Gatehouse Security personnel.
- 14.12 Every property must have the correct stand number displayed so as to be visible from the road by day and night. This is a strict requirement by the town council who can and will enforce same. Also, it facilitates the speed with which security reaction staff responds to alarm calls.
- 14.13 XHOA trustees strongly recommend that all owners as a further security measure install an alarm system and/or panic button as soon as possible after completion or taking occupation of their homes, which system should be compatible with the electronics of the overall Eco Park system and linked thereto. Alarm transmitter information can be obtained from the Estate Office. The onus is entirely on the owner should any break in or attempted break in occur.
- 14.14 In order to discourage false alarms (particularly false panic button alarms) a charge may be levied for each false alarm in excess of two (2) per property per month.

- 14.15 Security is an attitude. Please be aware that you need to apply and enforce security regulations for it to operate satisfactorily. Again do not hesitate to report any suspicious persons or activity to the Security Staff. Although residing in the eco park is, relatively speaking, more secure than suburbs without our security infrastructure, we should not off-set this advantage by being lax about security measures as they affect residents' homes and living environment.
- 14.16 Contractors, sub-contractors, workers, domestic, gardeners and others must enter through the gatehouse in accordance with the designated security provisions in force at the times of entry.
- 14.17 Should the Association provide gates at the gatehouse, these gates will be closed after 22h00 each night and will be opened at 06h00 each morning. These hours may be reviewed by management from time to time.

## 15. Administration & Legal

- 15.1 Levies become due from the date of transfer of the property, stand or unit, and are payable **monthly in advance on the first day of each and every month.**
- 15.2 Clearance certificates, issued by XHOA, will not be issued in order to effect a transfer until such time as the seller's levies including all monies and interest owing, together with three months advance levies are fully paid up. Purchasers of homes/properties in Close Corporations should exercise caution in taking transfer of members interests as any arrear levies will become the responsibility of the new member/s and the undermentioned rules and regulations will then apply to the new owner/s.
- 15.3 Interest will be charged on all accounts capitalised in arrears at prime plus 5%.
- 15.4 Should a member change his address without advising the XHOA'S managing agent in writing, the stand (albeit vacant or not) or unit itself will serve as the domicilium citandi et executandi address. Such change in domicilium address, which may not be a postal address and has to be a physical address, will only be accepted as soon as the managing agent has acknowledged same by return of post to such member.
- 15.5 In the event that a member falls into arrears by not paying levies, special levies, fines or any other charges debited to the account in terms of the Constitution, Architectural & Landscaping rules, or code of conduct, the XHOA may approach the High Court to declare the relevant immovable property, erf or unit specially executionable and to sell the property, erf or unit in order to recover all arrears due, owing and payable. The member's attention is hereby drawn to the provisions of Section 26 of the Constitution of the Republic of South Africa.
- 15.6 Any payments made by the members towards their indebtedness shall be appropriated first to interest, then to legal costs, followed by arrear levies and lastly to current levy, notwithstanding when such indebtedness became due.
- 15.7 Should the XHOA elect to commence legal proceedings against a member, the XHOA may institute such proceedings in the appropriate division of the High Court of South Africa, in which event the member shall be held liable for legal costs and disbursements incurred on the High Court Scale, as between attorney and client.

- 15.8 A member agrees to accept a certificate of balance issued by a duly appointed representative of the XHOA (it not being necessary for the XHOA to prove the appointment or authority of the person signing such certificate) specifying the amount of the member's indebtedness to the XHOA (including, if applicable, interest and the amount and the rate thereof and the period for which it is payable) and further stating that the same is due, owing and payable and shall be sufficient and satisfactory proof of all matters contained therein including the amount and validity of such indebtedness and the fact that the same is due, owing and payable shall be prima facie proof for and entitle the XHOA to obtain provisional sentence, summary judgment or default judgment.
- 15.9 In the event of any one or more of the provisions of the Constitution, architectural & landscaping guidelines or code of conduct being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Constitution, architectural & landscaping guidelines or code of conduct, and the Constitution, architectural & landscaping guidelines or code of conduct shall be construed as if such invalid, illegal or an enforceable provision was not a part of the Constitution, architectural & landscaping guidelines or code of conduct, and the Constitution, architectural & landscaping guidelines or code of conduct shall be carried out as nearly as possible in accordance with the original terms and intent.
- 15.10 In addition or as an alternative to the levy account being handed over, the XHOA reserves the right to hand members, in default with their levy payments for more than 3 months, to the National Credit Bureau, who will issue a letter of demand on behalf of the XHOA in terms of the National Credit Act no 34 of 2005. Should payments not be received by the expiry of the said letter of demand, the defaulting member's name will be blacklisted with the National Credit Bureau, in terms of which, the defaulting member will have great difficulty in obtaining credit anywhere in South Africa.

**XANADU ECO PARK**

**HOMEOWNERS' ASSOCIATION**

**BUILDERS CODE OF  
CONDUCT & CONTRACTOR  
ACTIVITIES**

**INDEX TO THE BUILDERS CODE OF CONDUCT & CONTRACTOR ACTIVITIES OF THE  
XANADU ECO PARK (PTY) LIMITED HOMEOWNERS ASSOCIATION**

CLAUSE	CONTENT	PAGE
	Builders Code of Conduct and Contractor Activities Completion and occupation of houses (2 pages)	19 - 20

**SCHEDULE OF FINES**

## **Builders Code of Conduct and Contractor activities**

1. Contractor activity is only allowed during the following public time hours:  
Monday to Friday 07:00 –17h15 and Saturday 07:00 - 13:00.  
  
**NOTE:** No contractor activity is permitted on Sundays and Public Holidays or during the December builder's break, as these days are viewed as private time.
2. **No night watchmen are permitted on any site.**
3. All Contractors, sub-contractors and their workers must enter the Eco Park through the designated entrances, whether in vehicles or on foot, and must strictly adhere to the Security rules and regulations in force at the time. These rules are subject to change without prior notice being given.
  - 3.1 All workers must be in possession of a valid South African Identity Document or work permit. XHOA reserves the right to deny access to anyone not in possession of the above documents. This rule will be strictly enforced and no exceptions will be made. The appointed Security Company personnel on routine patrols have standing instructions to evict any defaulters.
4. The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site. Should a builder not provide the facilities both for rubble and refuse, as well as chemical toilets, the Association will impose a fine until such facilities are provided.
5. The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. The contractor or sub-contractor may be denied access to the Eco Park should the site not be kept clean to the satisfaction of XHOA. XHOA accepts no liability for losses sustained as a result thereof.
6. Where materials are off-loaded by a supplier encroaching onto the pavement or roadway these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or pavement and it is the Contractors and owners responsibility to clean the roadway and pavement of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations.
7. Deliveries from suppliers must be scheduled in public times only. The contractor or his authorised representative must be on site during the delivery.
8. The owner, contractor or a duly authorised representative must at all times be on site during building operations including earthworks.
9. It is incumbent on the Contractor to provide toilet facilities for the workers.
10. Only one building board per site may be erected to comply with XHOA's requirements, the size and details are obtainable from XHOA. Boards may not be erected on the pavement areas. No sub-contractor boards are allowed and all boards must be removed after completion of construction. The maximum size of a board may not exceed 1.2m x 1.2m inserted.

11. The owner and the Contractor shall be responsible for damage to kerbs and/or plant on the sidewalks and/or damage to private or eco park property. The property must be screened in terms of 11.4 of these rules.
12. Should XHOA have any concern with the conduct of the Contractor and/or sub-contractor, XHOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified which may do at any time and without notice and without recourse from the Owner and/or Contractor and/or sub-contractor.
13. The Home Owners Association on behalf of the owners, reserves the right to inspect the quality of bricks, glass and wooden trusses as a result of the inferior goods having been used on the estate to the detriment of the owners. Unless the above items have the necessary letters from the SABS or similar bodies approving the quality, the Association reserves the right to refuse trucks delivering inferior quality goods, access to the estate. The Association accepts no liability whatsoever for the cost incurred as a result not the trucks being turned back, or as a result of a delay in your construction program. The estate supervisor may be contacted should you have any enquiries in this regard.
14. The above document is fully understood and the Contractor and Owner undertakes to comply with the above points, in addition to any further controls which may be instituted by XHOA from time to time, and to ensure compliance by any Sub-contractors employed by the Contractor.

THUS SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ OF THE \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

THUS SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ OF THE \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUILDER/ CONTRACTOR



## **COMPLETION AND OCCUPATION OF HOUSES**

Despite an occupational certificate being issued by the Madibeng Town Council to an owner, no owners may take occupation of their completed homes, before the Xanadu Homeowners Association inspects the house and the surrounds and issues their occupational certificate.

This step has been taken in the light of the Council issuing occupational certificates in the past, where it was clear that the house and the surrounds were not properly completed. This has led to a number of problems and many complaints which the Association has had to deal with. These problems, many unsightly have given the Estate a poor image.

In order to obtain an occupational certificate from the Homeowners' Association in future, the following steps will have to be taken:

- 1) Any person submitting plans in future, must first sign and acknowledge the contents of this letter. Your builder will not be allowed access onto the estate without this letter having been signed by the stand owner. Your builder is also required to sign this document.
- 2) On completion (completion is defined as all construction, all outside work and paving, the garden and the pavement must be completed and rubble removed both from site and surrounding stands and the house painted), the estate supervisor must be contacted to come and do a final inspection and copies of the electrical, plumbing and glass compliance certificates must be supplied to him. The estate supervisor once satisfied as in 3) below will issue an HOA occupational certificate. You must present the HOA certificate to the Council together with a copy of the electrical, plumbing and glass compliance certificate.
- 3) The Estate Supervisor will conduct a full inspection of the house, the erf, pavement and surrounding stands, before issuing an occupational certificate. Under no circumstances whatsoever, may an owner take occupation of a house without the necessary occupation certificate being issued by the Association. Should this occur, the Association reserves the right to have Security and / or the SAPS, remove the owner and his family from the site. Should this occur, the owner and his family will be denied access into Xanadu until the Estate Supervisor deems the house fit for occupation.

- 4) Your refundable pavement deposit will only be refunded to you following the issuing of the occupational certificate by the Association.
- 5) Should an owner take occupation without the necessary occupational certificate being issued by the Association, and the owner refuses or fail to vacate the Estate until the certificate is issued, the Association reserves the right to impose a fine on the owner, not exceeding R5000.00 per month. In terms of the constitution of the Association, this fine is due and payable as part of the levy, on the first day of the month, following the date that such fine is imposed.

I \_\_\_\_\_, owner of erf \_\_\_\_\_ Xanadu Ext \_\_\_\_\_, do  
Print name

Hereby acknowledge the contents contained herein and understand that the association is entitled to act as stated above, should I fail to adhere to the provisions contained in this document.

Signed at Xanadu Eco Park this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

AS WITNESS \_\_\_\_\_

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
BUILDER

**SCHEDULE OF FINES APPLIED BY THE XHOA  
APPLICABLE WITH EFFECT FROM 3RD JULY 2009**

**THE LIST OF FINES MAY NOT BE THE FULL LIST. ANY FINES CONTAINED WITHIN THE  
CONSTITUTION BUT OMITTED FROM THIS LIST ARE STILL APPLICABLE AND OF FULL FORCE AND EFFECT**

	MIN	MAX
Reckless and/or dangerous driving	R1000	R10000
Use of engine powered vehicles in parks or on pavements	R1000	R1000
Use of vehicles with noisy exhaust systems (other than entering and leaving)	R200	R1000
Use of unlicensed vehicles	R200	R1000
Use of vehicles by unlicensed drivers	R200	R1000
Quad bikes driven on the estate	R1000	R1000
Excess noise of vehicles and/or drivers	R200	R1000
Excessive noise resulting in unreasonable disturbance of neighbours	R500	R1000
Use of noisy mechanical equipment lawnmowers etc. outside laid down hours	R200	R1000
Exposed laundry Lines	R200	R1000
Refuse placed outside properties other than on designated days	R200	R1000
Abuse of access card system	R500	R1000
Caravans, trailers, boats parked outside properties on the common area at any time	R500	R5000
Unruly, abusive, unacceptable behaviour by residents, tenants, visitors, employees	R500	R1000
Exceeding permitted number of pets	R250	R500
Pets roaming in streets	R250	R500
Prohibited Animals	R500	R1000
Pets in parks not on leashes/ cats found without a collar and a working bell	R250	R500
Pets swimming in dams	R400 1st offence	R800 2nd R1000 thereafter
Owners leaving pets for an extended period which pets become a nuisance	R1000	R1000
Disturbance or injuring wildlife and or any other animals	R10000	R10000
Failure to maintain properties/gardens/frontages	R250	R1000
Residents walking dogs in the Eco sensitive area or driving in restricted areas	R2000 1st offence	R4000.00 2nd offence
Distribution of Advertising/publicity material	R1000	R1000
Residents issuing friends or builders/contractors with normal access cards	R1000	R5000
Contractors/builders leaving place of work on foot	R1000	R5000

Working outside prescribed hours	R1000	R5000
Failure to keep sites clean and tidy	R1000	R5000
Failure to move material off pavements/roadways	R1000	R5000
Cleaning/sweeping of roadways	R1000	R5000
Failure to provide facilities for rubble, refuse and chemical toilets	R1500	R1500
Failure to remove rubble	R1000	R5000
Failure to complete construction within stipulated period once construction has begun	R1000 p.m for 3 months	R5000.00 thereafter
Estate Agent Boards placed in unauthorised positions	R500	R500
Business failing to register	R250	R1000
Abuse of sporting facilities	R 250	R 1,000
Parents will be fined for children rollerblading ,cycling & rollerskating on tennis court	R 750	R 750
Taking occupation of your house without a valid occupational certificate being issued by the XHOA	R5000 per month	R5000 per month
Failure to comply with the requirements of the XHOA and list issued by estate supervisor where occupation certificate issued but house not in compliance with architectural guidelines.	R5000 per month	R5000 per month
<b>THIS LIST OF FINES MAY BE ADDED TO, AMENDED AND THE AMOUNTS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE TO THE MEMBERS</b>		