

# Finkenstein Estate



**FINKENSTEIN HOMEOWNERS ASSOCIATION**

## **HOUSE RULES**

(Adopted 28 MARCH 2019)

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# HOUSE RULES

<b>Table of Contents</b>	<b>Page</b>
A. INTRODUCTION	3
B. APPLICABILITY	3
C. INTERPRETATION	4
D. PLOTS and DWELLINGS	4
E. BUILDING COMPLIANCE	5
F. ROADS	5
G. STREETScape	7
H. ENVIRONMENTAL	7
I. SECURITY	8
J. ALARMS	8
K. GUIDELINES FOR AUCTIONS ON THE ESTATE	9
L. PETS	9
M. WILDLIFE	10
N. TENANTS	10
O. GOOD NEIGHBOUR	10
P. EMPLOYEES	11
Q. PAYMENTS	12
R. PENALTIES	13

# HOUSE RULES

## A. INTRODUCTION

Living on our Estate means being part of a community of people who share an ideal for a living space of high quality.

**We are a caring community enjoying quality of life in a tranquil nature estate.**

Rules for the community provide a means of protecting this lifestyle through an acceptable code by which Members (as defined in the FHA Constitution) may live together, reasonably and harmoniously, without interfering with others' enjoyment, to the benefit of all.

In the event of a difference or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration.

The Board of Trustees, in terms of the Constitution, is given the power to make and change rules for the management of the Estate and to safeguard and promote fair interaction among residents of the estate. Members, wishing to influence the rules, have the democratic mechanisms of the Constitution at their disposal and are encouraged to make suggestions or raise any queries in this regard. These will be dealt with as speedily as possible.

## B. APPLICABILITY:

1. The prime objective of the Finkenstein Homeowners Association (FHA) is to promote, enhance and protect the communal interests of its Members. This is done through the management of the development of residences and related facilities in accordance with an appropriate set of house rules.
2. The Rules of the FHA, like all other provisions of the Constitution, shall be binding on the owner, lessee or occupier of a residence.
3. It is the sole responsibility of the Members to familiarise themselves with the Constitution and all other policies, manuals, rules, regulations and procedures emanating from it and to ensure that their families, lessees, visitors, friends and contractors or service deliverers comply with these.
4. Should any damages be caused by or penalties imposed on any of the persons referred to in 3. above, the Member shall be strictly liable to pay for the damages and the penalties imposed.
5. As provided for in the Constitution, damages, penalties, all legal costs and expenses and charges incurred by the FHA in enforcing compliance with the Rules, shall be deemed to be a levy and may be added to the Member's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

6. The FHA is responsible for the enforcement of these Rules, not for the mediation of issues regarded as disputes among members and/or residents only.

### **C. INTERPRETATION**

1. The clause headings are for convenient reference and shall be disregarded in construing these Rules.
2. Words and expressions to which a meaning has been assigned in the Constitution, shall in all Rules bear the meaning that has been assigned to them, unless inconsistent with the context.
3. Words and expressions defined in any Rule shall, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such Rule.
4. When any number of days is prescribed in these Rules, the same shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or proclaimed holiday in the Republic of Namibia, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
5. Where numbers are expressed in words and in numerals in a Rule, the words shall prevail if there is any conflict between the two.

### **D. PLOTS and DWELLINGS**

1. The use of a dwelling shall be governed by the Town Planning Scheme in force at any time, or any other approved scheme applicable to the Estate from time to time.
2. The plot may only be used for residential purposes by the Member himself, people directly related to him and a maximum of two domestic workers, provided that the total number of people on the plot does not exceed the number of bedrooms in the dwelling as per the approved plans multiplied by two.
3. No property may be utilised as a commune and no person may occupy a caravan parked on the property.
4. No business activity may be conducted on any plot unless permitted in writing and on such conditions as the FHA may deem fit.
5. Any garments or linen shall be hung in a screened drying yard and out of sight.
6. No harmful or inflammable substances, or substances that contravene the EIA, may be kept on the Estate in such quantities that exceed reasonable domestic use.
7. Should the Member fail to carry out such work as requested, the FHA shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.

8. No boreholes / drilling for water is permitted on any Member's erf.
9. Septic tanks that are overflowing will have to be attended to by the Owner with urgency and the cause determined by a service provider of choice. If not attended to within 24-hours, the FHA will instruct a service provider to attend and take remedial action to the overflowing tank, the cost of which will be added to the Member's account.
10. Should the electrical meter in the kiosk box of a Member with a Grid Tied PV solar system need to be replaced, then it should be done with a similarly sized bi-directional meter, of which the difference in cost from a conventional one-directional meter will be for the Member's account.

#### **E. BUILDING COMPLIANCE**

1. Building Compliance is regulated by the FHA as well as the City of Windhoek.
2. It is the responsibility of the Owner to ensure that the City of Windhoek has approved building plans. This is required when a property is to be transferred, which entails a compliance inspection and Compliance Certificate.
3. Owners shall request an Electrical Certificate of Compliance from an Electrician registered as such with the City of Windhoek before the transfer of a property is considered. Consent to transfer will not be granted by the FHA if this is not in place.
4. Owners with PV Solar installations shall request a Certificate of Compliance from an Electrician registered as such with the City of Windhoek before the transfer of a property is considered. Consent to transfer will not be granted by the FHA if this is not in place.
5. Owners with LP Gas installations in their home shall request a Certificate of Compliance from a registered LP Gas installer before the transfer of a property is considered. Consent to transfer will not be granted by the FHA if this is not in place.
6. Upon application to transfer, a sewer inspection will be done by the FHA Estate Manager to confirm that the sewer requirements, as described in the FHA Design Manual, are complied with. Consent to transfer will not be granted by the FHA if the requirements are not met.
7. Owners shall ensure that the property is fitted with a functional alarm system which is connected to the FHA Control Room. Consent to transfer will not be granted by the FHA if this is not in place.

#### **F. ROADS**

1. All the roads in the Estate are private and fall under the jurisdiction of the FHA but national Acts shall apply.
2. The roads of the Estate, in spite of being "private", are in fact used by all, whether on foot, skateboards, cycles, cars or trucks and, in our exclusive environment, this places extra responsibility and awareness on all who use these roads, but more particularly on adults and especially parents, who are responsible for their children.

3. The speed limit on the Estate is 40 km/h or 60 km/h as indicated by “40” or “60” road signs. The speed limit will be strictly enforced and fines will be issued to offenders. No person may be found driving in excess of these limits or in a dangerous manner. The Security Manager will measure the speed of vehicles from time to time with radar equipment and if a person is found driving in excess of the prescribed limits a fine will be issued.
4. It is the constitutional obligation of all Members to not only strictly adhere to but also promote the application of the rules and regulations of the FHA. Contraventions of any of the speed regulations shall be handled as follows:
  - a. Construction workers:
    - i. First to third offence: The Security Manager states the offence in writing and issues a penalty in terms of section P.2. below.
    - ii. Fourth offence: The Security Manager informs the Member of the offence in writing. The Member must ensure that men and material of the contractor be removed from the Estate within one working day. The contractor shall not be allowed to work on the Estate again.
    - iii. All penalties shall be paid within 2 (two) working days after issue.
    - iv. Any late payments shall be considered an offence under these Regulations.
    - v. The FHA may also deny the provision of services to a Member as a penalty measure.
  - b. Delivery Vehicles:
    - i. First to third offence: The Security Manager states the offence in writing and issues a penalty in terms of section P.2. below.
    - ii. Fourth offence: The Security Manager informs the business owner of the offence in writing. The said business shall not be allowed to deliver on the Estate again.
    - iii. All penalties shall be paid within 2 (two) working days after issue.
    - iv. Any late payments shall be considered an offence under these Regulations and the said business shall not be allowed to enter the estate.
  - c. Residents, Friends & Family:
    - i. The Security Manager states the offence in writing and issues a penalty to the Member in terms of section P.2. below.
    - ii. All penalties shall be included in the monthly levies.
5. Operating any vehicle (e.g. skateboards, motorbikes, cars, quads, bicycles) in such a manner as to constitute a danger or a nuisance to any other person within the Estate is prohibited.

6. Parking in front of driveways to residences is prohibited.

## **G. STREETScape**

1. Each Member is responsible for maintaining his erf free of any rubble.
2. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, as well as accommodation for pets shall be screened from view.
3. Low wattage exterior and landscape lighting is encouraged to the degree that it does not disturb the neighbours. Other exterior lighting should be switched off during the night. Complaints about exterior lighting should first be directly addressed between neighbours. Only if unsuccessful, would management/trustees be involved, as per dispute resolution policy.
4. Properties for sale or rent may be offered on the FHA website. Only one signboard will be allowed per property and that must comply with the specifications of the Estate. No other advertising boards of any sort are allowed.

## **H. ENVIRONMENTAL**

1. All domestic refuse shall be put in plastic bags and kept in a bin in a suitable place within the property and screened from public view. On prescribed days only, the bins shall be placed on the Member's driveway on the edge of the road, ready for collection. Bins should be covered so that animals cannot access them, and refuse cannot be blown away by the wind.
2. Garden refuse and other refuse that cannot be removed by the collection service shall be removed by the members at their own cost.
3. When braaiing the fire must be made in a proper receptacle or burner specifically built for that purpose. Residents must ensure any fires are extinguished before retiring to bed. No garden or household refuse may be burnt on your plot.
4. No fireworks, crackers or any similar types of explosives are allowed to be discharged.
5. No animal, bird or reptile may be run over, shot, trapped and/or slaughtered within the Estate, the only exception being self-defence.
6. No firewood may be collected within the estate.
7. Selective bush thinning and de-bushing is allowed outside the fenced-in areas: Protected flora species (a list can be obtained from the FHA office), as well as bigger shrubs and trees, may be thinned, but should be conserved and may only be removed with the permission from the FHA office. Members are encouraged to request assistance in identifying such protected species.

## **I. SECURITY**

1. The security status at any given time is the most important determinant of emotional well-being of the Estate and a big contributor to the value of the property. All security procedures in force from time to time shall therefore be strictly adhered to at all times by all persons inside the Estate. Members shall be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants who gain access to the Estate under their authorisation.
2. Security protocol at the gate must be adhered to at all times. Under no circumstances may residents or any person other than the security personnel, FHA management and maintenance personnel be allowed into the Gate House.
3. The FHA security identification system for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member with respect to people in his employ.
4. All Members must request visitors to adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner.
5. Members must ensure that contractors in their employ adhere to the stipulations in the Construction Regulations, specifically clause E. Security.
6. All breeches of security and everything suspicious must immediately be reported to a member of the FHA staff.
7. All residences must have an alarm system, which must be compatible to and linked to the security system of the Estate.
8. An area of one meter shall be cleared on the side of a plot to enable security guards to patrol around it. Electric fences should be kept clear of twigs and branches to avoid false alarms.
9. No resident may issue orders to security personnel but shall instead channel any requests through a member of the FHA staff or a Trustee.

## **J. ALARMS**

1. Obligations of the Member:
  - 1.1. Ensure that the response officers can access the perimeter of the premises easily: it is the Member's responsibility to clear vegetation from around the fence of their property to facilitate this. When leaving the premises unoccupied for any length of time (e.g., for holiday periods), the Member should leave the gate keys/remote at the FHA office to be used by the



Security Manager (which will only be done if, in his opinion, access to the property is necessary) and complete the relevant form indicating contact details while he/she is away.

1.2. Residents are strongly encouraged to test the security system regularly, after notifying the control room (e.g. once per month).

2. False Alarms: It is the duty of the Member to contact the control room, should they activate the alarm system by accident. No call-out fees will be charged for the first ten false alarms in a calendar month. If more than ten false alarms are received from an individual property within a calendar month, the Security Manager will inform the Member in writing that he/she needs to immediately address the issue with the malfunctioning alarm system, or any other problem that is causing it to go off (as appropriate). If false alarms continue to be triggered after written notification has been sent, a penalty fee of N\$50.00 shall be payable per separate incident. If the occupant is not on the premises and false alarms continue to be triggered, the Security Manager will arrange for the system to be fixed, or the problem otherwise addressed, and invoice the Member accordingly, provided that the Manager has access to do so.

#### **K. GUIDELINES FOR AUCTIONS ON THE ESTATE**

3. Only auctions due to a last will and testament or determined by court/law will be allowed on the Estate.
4. The auctioneer must request approval to hold an auction from the Head of Security three weeks prior to the date of the auction. Once written approval has been granted the auctioneer will arrange a bus that will transport those interested to and from the site of auction for the period of the auction.
5. The auctioneers are not allowed to put up advertising on the Estate.
6. Vehicles will be parked outside the estate and will be guarded by Estate security.
7. After the auction buyers with proof of purchased items will be escorted by security to collect their items.
8. The auctioneers shall pay for any extra guards necessary for a smooth-running auction, the number of which will be determined by the Head of Security.

#### **L. PETS**

1. Municipal by-laws relating to pets, specifically those that apply to vaccinations (rabies, etc.) must be complied with.
2. Residents with dogs should have their dogs registered with the FHA Office. Dogs should wear identification tags with the Owners' mobile contact numbers engraved on the tags or similar visible identification or be microchipped.

3. Any dog found without the above stipulations may be removed from the Estate and will be handed over to the SPCA. A penalty of N\$500 could be levied for each event in addition to any additional costs that might be incurred.
4. Cats should preferably be sterilised (neutered/spayed).
5. Pets running loose on MBGF may be disposed of to protect wildlife or handed over to the SPCA at the cost of the Member.
6. Dogs must be kept in an adequately enclosed area within the Member's property and, when outside this enclosed area, be on a leash and under the control of a responsible person at all times.
7. Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking or other noise. No pet may be left unattended for an extended period of time.
8. Members that complain of a noise disturbance caused by, e.g., excessive barking, should first try to resolve the matter with the owner of the pet that is causing the disturbance and nuisance. Only if unsuccessful, would management/trustees be involved, as per the dispute resolution policy. The complainant will be responsible for collecting evidence to substantiate a noise disturbance claim.
9. Should a pet prove to be a continual nuisance, cause regular noise disturbance to other residents, or repeatedly be found outside the fenced-in area, and the owner did not honour requests to address the matter, the FHA may impose a penalty or eventually request the owner to remove the animal. If the member fails to do so, the FHA may procure the removal of the animal at the owner's expense.
10. The burying of domestic animal carcasses on the Estate is not encouraged. When it is done, however, it must be done in such a way that other animals cannot get to the carcass and no smell can be detected.

#### **M. WILDLIFE**

1. Wild animals roaming the Estate are the property of Moltkeblick Game Farm. No wild animals, including birds, reptiles and mammals, may be disturbed, hunted, chased or domesticated in any way.
2. The feeding of wildlife, excluding birds, within the Estate is strictly prohibited. Only water troughs and salt rock are allowed.

#### **N. TENANTS**

1. Should any Member let his property, he/she shall notify the FHA in writing, in advance of occupation, of the name and telephone numbers of the tenant and the period of such lease.
2. The Tenant acknowledges that, upon occupation of the leased premises, he/she and his/her family, visitors and servants shall adhere to all rules and regulations as contained in this and

all other documents of the FHA. Members shall ensure that all relevant documents are placed in the possession of and signed by the tenant.

#### **O. GOOD NEIGHBOUR**

1. Respect and general consideration by all Members and residents for all other Members and all users of the Estate shall be exercised at all times. Unreasonable disturbance, inconvenience, being a nuisance to, or interference with other Members or residents, or their rights, in any manner deemed by the FHA to be unacceptable to harmonious living, is strictly prohibited.
2. In the event of annoyance or complaints, the parties involved shall attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration.
3. The volume of music, electrical instruments and any other object of such a nature should be kept at acceptable levels and times so as not to create a nuisance to neighbours.
4. Members are responsible to ensure that the noise level of their parties and their guests are kept to a generally acceptable level.
5. Discharging of any firearm or other lethal weapon is strictly prohibited, save in self-defence, or where authorised in special circumstances by the FHA.
6. The use of car hooters within the Estate to beckon or attract someone is prohibited.
7. No private, religious or commercial advertising notices or brochures are permitted to be distributed around the Estate. This does not include letters or notices to Members from the FHA.
8. Any form of public auction or sale on any property within the Estate is prohibited unless the prior written permission of the FHA has been obtained.

#### **P. EMPLOYEES**

1. For the purpose of these rules, domestic employees shall be defined as “any assistant” paid by the Member to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, security or gardening services.
2. All domestic workers must be registered and approved by the FHA. They must be registered by their employer immediately when they are employed.
3. Each resident must register his/her employee irrespective of whether they are employed by more than one resident and have already been registered.
4. Non-resident domestic employee access will only be validated for the specific days and/or times they are working for the resident.

5. Casual workers shall be treated in the same manner as building contractor staff and the employer shall ensure that they leave the Estate each day.
6. Members shall be responsible to ensure that their employees/workers comply with all security requirements as well as rules of the Estate.
7. Domestic employees are allowed to walk around the estate beyond the erf of the employer, provided they can present their FHA ID card at all times.
8. If not accommodated on the Estate, domestic employees are allowed to be on the Estate between 06h00 and 18h00 daily. Any extensions to these hours are to be applied for through the FHA.
9. Au pairs and nurses may remain on the Estate at the discretion of the employer.

#### **Q. PAYMENTS**

1. All monies due to the FHA are referred to as “levies”, but these may consist of the monthly levy, power- and water consumption, interest and penalty charges as well as any other costs levelled against the Member.
2. The due date for the monthly levies is the first day of each and every month, while electricity and water invoices, interest and penalty charges, as well as any other costs levelled against the Member must be paid in full by the end of the month in which they were issued/charged.
3. Members in arrears by more than seven days shall pay interest at the maximum rate permitted by law, and such interest shall be applied to the full amount overdue, from the first of the month up until the date of payment.
4. Members still in arrears after 30 (thirty) days, must pay immediately the full amount overdue, plus the next levy due, plus interest on the full overdue amount up until the day of payment. For such members services will be temporarily suspended until the account is not overdue anymore.
5. Members in arrears after 90 (ninety) days may have their overdue account and the full interest thereon, handed over for collection and possible legal action. All costs and disbursements, including legal costs on an attorney and own client scale, incurred by the FHA in collecting or endeavouring to collect all or any amounts payable by the Member to the FHA or otherwise and all collection commissions and all other charges of a like nature are payable by the Member to the FHA on demand. The Member hereby consents to the jurisdiction of the Magistrate Court having jurisdiction over the Finkenstein area in respect of any action by the FHA arising under these rules.
6. Levy amounts may not be reduced to offset against real or perceived, partial or non-provision of services nor for any other reason, unless previously discussed with and sanctioned by the FHA.

7. Members who are “away” at month-end must make arrangements to ensure that their levy is paid by due date. Being “on holiday”, “overseas”, “on business” and similar excuses are not acceptable reasons for late payment of levies.
8. Members are encouraged to effect payment electronically or by stop order, as cash at the office creates a security risk.
9. In exceptional circumstances, where a Member may have a singular problem regarding payment of levies, he may approach the FHA with a request for special consideration and/or temporary relaxation of above rules, which consideration and any decision resulting there from shall be entirely at the discretion of the FHA.
10. Members with PV Solar installations, and without bi-directional meters installed at the kiosk, should provide cumulative IMPORT & EXPORT readings of their energy meters to the FHA Office on the last working day of each month. (This is also the day on which all one-directional meter readings are taken at the kiosks by the FHA.)
11. In exceptional circumstances, where a Member may have a singular problem regarding the sending of IMPORT & EXPORT readings on-time, he may approach the FHA with a request for special consideration and/or temporary relaxation of above rules, which consideration and any decision resulting therefrom shall be entirely at the discretion of the FHA.
12. Failure to comply with Item 10 will result in the Member not receiving credit for electricity exported for the month on the relevant invoice. In such cases the electricity reading at the FHA kiosk meter will be used for the relevant erf and for the relevant month.
13. No reconciliation of invoices will be done by the FHA for IMPORT & EXPORT readings submitted later than the 3<sup>rd</sup> day of the following month.
14. A Practical and/or Final Completion Certificate cannot be issued by the Estate Architect to a Member if the Member’s FHA account is not paid up to date.

**R. PENALTIES**

1. These rules do not apply to transgressions of the Construction Regulations, where penalties are specified separately.
2. Speeding fines are issued in accordance with the staggered fines based on the actual speed measured and the 40 km/h or 60 km/h zone applicable:

40 km/h zone		
Speed	Fine	Increment
40-45		
46-50	250	
51-55	300	50
56-60	400	100
61-65	550	150
66-70	750	200

60 km/h zone		
Speed	Fine	Increment
60-65		
66-70	250	
71-75	300	50
76-80	400	100
81-85	550	150
86-90	750	200

71-75	1000	250
76-80	1300	300
81-85	1650	350
86-90	2050	400
91-95	2500	450
96-100	3000	500
101-105	3500	500
106-110	4000	500
111-115	4500	500
116-120	5000	500
121-125	5500	500
126-130	6000	500
131-135	6500	500
136-140	7000	500
141-145	7500	500
146-150	8000	500
151-	8500	500

91-95	1000	250
96-100	1300	300
101-105	1650	350
106-110	2050	400
111-115	2500	450
116-120	3000	500
121-125	3500	500
126-130	4000	500
131-135	4500	500
136-140	5000	500
141-145	5500	500
146-150	6000	500
151-	6500	500

3. Failure by a Member to comply with any provisions of these House Rules may result in:
  - a. A call for an explanation and/or apology and/or
  - b. A reprimand and a request to comply and/or
  - c. The withdrawal of any previously given consent applicable to the particular matter and/or
  - d. The imposing of penalties and/or
  - e. Suspension of services and/or
  - f. An order to pay for damages resulting from non-compliance with any rule and/or
  - g. Application to the courts for the enforcement of the rule/s.
4. The actions to be taken and the penalties to be imposed for contraventions of the rules shall be entirely at the discretion of the FHA, who shall take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.
5. If the conduct of an owner, occupier or employee of a residence or his/her visitors constitutes a nuisance in the opinion of the FHA or contravenes, breaches or disobeys the FHA Constitution or House Rules, the FHA may furnish a reprimand by way of written notice (by hand, electronic mail or registered post) clearly indicating the nuisance and the rule that has been contravened.
6. Should the misconduct or contravention of rule continue nonetheless, the FHA may call for a meeting (seven days' notice to be given) with the offender/s and impose a fine (as determined and reviewed by FHA board of trustees from time to time). Should the offender fail to attend and present his/her case, the fine may be imposed nonetheless.
7. Immediate action may be taken in the case of severe contravention of rules or misconduct.

8. A fine imposed in terms of sub-rule P.2. and P.3, may, if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of a fine, be added to a contribution which a Member is obliged to pay in terms of the Constitution and claimed by the FHA as part of the monthly levy instalments payable by the Member.
9. Should a Member fail or refuse to comply with these House Rules, the FHA may take whatever action necessary and recover from the Member any costs incurred in taking such action.