

# COCO RECIFO HOMEOWNERS ASSOCIATION AGREEMENT



Ponte Techobanine

Effective Date: 25 April 2025

## PREAMBLE

This Homeowners Association Agreement establishes the rules, obligations, and governance structure for the Coco Recifo ("Association"), a voluntary association formed to manage and maintain the common property and interests of the residential community located at Ponte Techobanine. This Agreement binds all property owners within the community ("Members") and is enforceable under Mozambiquan law.

## 1. **DEFINITIONS**

- 1.1 Association: The Coco Recifo Home Owners, a nonprofit entity registered under Cidade De Maputo
- 1.2 Common Property: Areas and facilities owned or controlled by the Association, including roads, parks, security gates, clubhouses, and utilities.
- 1.3 Member: Any person or entity owning property within the [Estate/Community], automatically enrolled as a member of the Association.
- 1.4 Trustees: Elected representatives of the Members responsible for managing the Association's affairs.
- 1.5 Levy: Monthly or periodic fees payable by Members to fund the Association's operations and maintenance.
- 1.6 Rules: The conduct rules and architectural guidelines adopted by the Association, as amended from time to time.

## 2. **PURPOSE AND OBJECTIVES**

The Association aims to:

- 2.1 Maintain and enhance the value, aesthetics, and functionality of the community.
- 2.2 Manage and maintain Common Property for the benefit of all Members.
- 2.3 Enforce rules to ensure harmonious living and compliance with this Agreement.
- 2.4 Provide services such as security, landscaping, and utilities (where applicable).
- 2.5 Represent Members' interests in dealings with local authorities and third parties.

### **3. MEMBERSHIP**

3.1 Eligibility: All property owners within [Estate/Community] are automatically Members upon acquiring title to their property.

3.2 Obligations: Members must:

- Pay Levies and special assessments promptly.
- Comply with this Agreement, the Rules, and any resolutions passed by the Association
- Maintain their property in good condition.

3.3 Termination: Membership ceases upon transfer of property ownership, subject to settling all outstanding Levies and obligations.

3.4 Tenants/Occupants: Members are responsible for ensuring their tenants or occupants comply with this Agreement and the Rules.

### **4. GOVERNANCE**

4.1 Trustees:

- The Association is managed by a Board of Trustees, elected annually at the Annual General Meeting (AGM).
- Number of Trustees: 3 members.
- Eligibility: Must be a Member in good standing (no outstanding Levies).
- Duties: Manage finances, enforce Rules, maintain Common Property, and represent the Association.

4.2 Meetings:

- Annual General Meeting (AGM): Held within 3 months of the financial year-end to approve budgets, elect Trustees, and address major issues.
- Special General Meetings: May be called by the Trustees or upon written request by [e.g., 25%] of Members.

- Quorum: 50% of Members or their proxies constitutes a quorum.
- Voting: Each Member has one vote per property owned. Decisions require a [e.g., simple majority or two-thirds] vote, except for major changes (see Section 11).

#### 4.3 Managing Agent:

The Trustees may appoint a professional managing agent to handle administrative tasks, subject to Member approval

### 5. **FINANCIAL MANAGEMENT**

#### 5.1 Levies:

- Members must pay monthly Levies to cover operational costs (e.g., security, maintenance, utilities).
- Levies are determined annually at the AGM, based on an approved budget.
- Late payments incur interest at 2% per month and may result in legal action.

#### 5.2 Special Levies:

May be imposed for extraordinary expenses (e.g., major repairs), subject to Member approval at a general meeting.

#### 5.3 Financial Year: [e.g., 1 March to 28/29 February].

#### 5.4 Accounts:

- The Association maintains transparent financial records, audited annually by an independent auditor.
- Financial statements are presented at the AGM.

#### 5.5 Reserve Fund: A reserve fund is maintained for future repairs and capital projects, with a minimum balance of 10% of annual Levies].

#### Rental:

#### 5.6 Coco Recifo offers a rental placement and management service which allows owners to

Participate on a 50/50 split basis. The developers undertake to manage and service the owner's Units to ensure that guests are taken care of. All services including bedding, cleaning and Supply of consumables will be undertaken by Coco Recifo.

## **6. COMMON PROPERTY AND MAINTENANCE**

6.1 Ownership: Common Property is owned or controlled by the Association for the benefit of all Members.

6.2 Maintenance:

- The Association is responsible for maintaining Common Property, including roads, landscaping, security systems, and utilities.
- Members must not damage or alter Common Property without Trustee approval.

6.3 Access: Members have equal access to Common Property, subject to Rules (e.g., booking clubhouses).

6.4 Private Property Maintenance: Members must maintain their properties (e.g., gardens, fences) to uphold community standards. Failure to comply may result in fines or corrective action by the Association, with costs charged to the Member.

## **7. CONDUCT RULES**

7.1 General Rules:

- No activities that cause nuisance, endanger safety, or reduce property values are permitted.
- Examples: Excessive noise, illegal activities, improper waste disposal.

7.2 Pets: Allowed subject to Trustee approval and compliance with [e.g., maximum number, leashing requirements].

7.3 Parking and Vehicles: Vehicles must be parked in designated areas. No caravans, boats, or unregistered vehicles may be stored visibly without approval.

7.4 Business Activities: Home-based businesses are permitted if they comply with municipal bylaws and do not disrupt the community.

#### 7.5 Enforcement:

- Violations are reported to the Trustees, who may issue warnings, fines, or corrective orders.
- Persistent non-compliance may lead to legal action or restrictions on Common Property access.

### 8. **ARCHITECTURAL GUIDELINES**

8.1 Purpose: To ensure a cohesive aesthetic and maintain property values.

#### 8.2 Requirements:

- All building plans, renovations, or external changes (e.g., painting, fencing) must be approved by the Trustees.
- Compliance with [Estate/Community] Architectural Guidelines and municipal bylaws is mandatory.

#### 8.3 Submission Process:

- Members submit plans to the Trustees, who review within [e.g., 30 days].
- Approval may require professional input (e.g., architect's certification).

8.4 Non-Compliance: Unauthorized changes may result in fines, removal orders, or legal action, with costs borne by the Member.

### 9. **SECURITY**

9.1 Services: The Association provides security measures (e.g., guards, cameras, access control), funded by Levies.

#### 9.2 Member Responsibilities:

- Comply with security protocols (e.g., visitor registration, gate access codes).
- Report suspicious activities to the Trustees or security personnel.

#### 9.3 Liability:

The Association is not liable for losses or damages due to security breaches, provided reasonable measures are in place.

## **10. DISPUTE RESOLUTION**

### **10.1 Internal Process:**

Disputes between Members or with the Association are first addressed by the Trustees via mediation. A hearing may be held, with written submissions from all parties.

### **10.2 Community Schemes Ombud Service (CSOS):**

Unresolved disputes may be referred to CSOS, as required by the Community Schemes Ombud Service Act 9 of 2011.- Members agree to comply with CSOS rulings, subject to legal appeal

### **10.3 Legal Action:**

Litigation is a last resort, with costs borne by the losing party unless otherwise determined.

## **11. AMENDMENTS**

11.1 Process: This Agreement may be amended by a two-thirds majority vote at a general meeting, with 30 days prior notice to Members.

11.2 Rules: Conduct Rules and Architectural Guidelines may be amended by the Trustees, subject to Member consultation and a [e.g., simple majority] vote.

11.3 Registration: Amendments affecting property rights must be registered with the Deeds Office and approved by relevant authorities.

## **12. INSURANCE**

### **12.1 Association Insurance:-**

The Association maintains insurance for Common Property, covering risks such as fire, theft, and public liability.- Costs are included in Levies.

12.2 Insurance: Members are responsible for insuring their private property and contents.

12.3 Claims: Members must cooperate with the Association in processing claims affecting Common Property.

## **13. ENVIRONMENTAL AND SUSTAINABILITY COMMITMENTS**

13.1 Compliance: Members must adhere to environmental regulations and Association policies (e.g., water conservation, waste recycling).

13.2 Initiatives: The Association may implement sustainability projects (e.g., solar panels, rainwater harvesting), funded by Levies or special assessments.

13.3 Restrictions: Prohibited activities include excessive water use, unauthorized tree removal, or hazardous waste disposal.

#### 14. **TERMINATION OF THE ASSOCIATION**

14.1 Dissolution: The Association may be dissolved by a 75% majority vote at a special general meeting, subject to settling all debts and liabilities.

14.2 Asset Distribution: Remaining assets are distributed among Members proportionally or donated to a nonprofit, as decided by Members.

14.3 Legal Compliance: Dissolution complies with the Nonprofit Organisations Act 71 of 1997 or other applicable laws.

#### 15. **GENERAL PROVISIONS**

15.1 Binding Effect: This Agreement binds all Members, their successors, tenants, and occupants.

15.2 Severability: If any provision is invalid, the remaining provisions remain enforceable.

15.3 Notices: Notices are delivered via email, post, or hand delivery to Members' registered addresses.

15.4 Governing Law: This Agreement is governed by South African law, with jurisdiction in [e.g., Mozambique].

15.5 Entire Agreement: This Agreement supersedes all prior agreements or understandings regarding the Association.

## 16. EXECUTION

This Agreement is adopted by the Members of the Coco Recifo at a duly constituted meeting held on .....

Signed by the Chairperson of the Trustees:

Name:

Signature: \_\_\_\_\_

Date:

Signed by the Secretary of the Trustees:

Name:

Signature: \_\_\_\_\_

Date:

## ANNEXURES

- Annexure A: Conduct Rules
- Annexure B: Architectural Guidelines
- Annexure C: Levy Schedule and Budget
- Annexure D: Trustee Election Procedures