



# SCHOONGEZICHT

## ESTATE

Homeowners Association | Huiseienaarsvereniging

As amended on the 17<sup>th</sup> day of May 2016

## CODE OF CONDUCT

### TABLE OF CONTENTS

- |    |  |
|----|--|
| 1. | Introduction                                     |
| 2. | General  |
| 3. | Motor Vehicle Regulations                        |
| 4. | Control of Pets                                  |
| 5. | Common Areas and Road Verge                      |
| 6. | Access Control                                   |
| 7. | Nuisance, Disturbance, Noise and Light Pollution |
| 8. | Letting  |
| 9. | Non-Compliance                                   |

### 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 on the estate shows 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 nor 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 this Code of Conduct are binding on all members/residents and or guests in the estate. Each member is responsible for ensuring that all persons residing on his/her erf 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.

### 2. GENERAL

- 2.1. Members/residents must acquaint themselves with the Constitution of the Association and this Code of Conduct. Ignorance of such shall not constitute a reason for non-compliance.

- 2.1.1. In particular none of the Association members, 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 a 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.
- 2.3. The erven within the estate are zoned as single residential, hence no business or trade may be conducted on any erf within the estate, without the written consent of the Trustees. 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 to the Association as such.
- 2.4. No sign, notice, board or advertisement of any kind whatsoever may be placed on the common area on or in the vicinity of any erf within the estate with the exception of:
- 2.4.1. The standard building contractor's signboard;
- 2.4.2. Estate Agents' Boards (1 per property); and
- 2.4.3. Owners' "For Sale Boards" for private sales
- This restriction does not apply to the developer and/or its agent(s) irrespective of activities relating to the sale and development of erven or to the Association as such.
- 2.5. The Association requires that an Estate Agent involved in the sale of a property in the Estate must be familiar with the documentation and history specifically related to this Estate and Association in order to avoid non-disclosure issues for a Member selling their property. Members of the Association therefore undertake to ensure that their Estate Agency as well as the individual agent of choice are registered with the Estate Agency Affairs Board and has familiarise themselves with the code of conduct and constitution. Failure to do so will result in a penalty of R 2 500.00.
- 2.6. No firearm, or any other weapon may be used on or in the vicinity of the estate.
- 2.7. Littering of any kind in the common areas and other orchards including the disposal of cigarette stubs, is strictly forbidden.
- 2.8. No fires of any kind are permitted anywhere on the estate except at an indoor fireplace or outside braai area.
- 2.9. No invasive alien vegetation is permitted anywhere on the estate.
- 2.10. All members/residents must maintain their erven (main dwelling, garages, outbuildings, boundary walls, site walls and gardens) in good condition and in a neat and tidy state at all times so as not to devalue their properties or those around them.
- 2.11. No fireworks of any description may be used anywhere on the estate.
- 2.12. No burglar alarm fitted with a response capability may be operated on the estate unless it have the ability to reset itself.
- 2.13. No domestic refuse, garden refuse or refuse containers may be left outside for collection other than on the scheduled day(s) for collection. All refuse is to be placed in standard refuse bags within the council bins which are to be marked with the street name and house number. No refuse inclusive of garden refuse may be stored or dumped anywhere on the estate.
- 2.14. All damage caused within the estate by a visitor's vehicle or a vehicle effecting a delivery or transporting persons or equipment to or from an erf shall be the responsibility of the member/resident concerned.
- 2.15. No habitation of any mobile home or caravan on the estate will be permitted on a temporary or permanent basis.
- 2.16. The owner or occupier shall not hang any washing or laundry, place or do anything on any part of their property, windows, balcony, patio, stoep or garden, in the discretion of the trustees, which is aesthetically displeasing or undesirable when viewed from the Common Property or Common Area.
- 2.17. No Owner of a residential Section or Dwelling shall permit the number of Occupiers to exceed either 3 (Three) Adults or 2 (Two) Adults and 4 (Four) Children. For the purpose of this rule, the word "Occupiers" shall include, but

not be limited to, any persons who resides or stays in such Section or Dwelling on a regular or occasional basis, irrespective of whether or not such person is related to or is financially dependent upon the Owner, and irrespective of whether or not such persons pays rental or gives any other form of consideration in respect of such Section or Dwelling or any portion thereof.

- 2.18. An Owner or Occupier to whom permission has been granted to conduct a business on an Erf, terms of clause 2.3 above, shall not change to another type of business which in the opinion of the Trustees, detrimentally affects the character of the scheme or will cause an unreasonable noise or nuisance to other Owners and Occupiers without submitting a fresh application to the Trustees.

### 3. MOTOR VEHICLE REGULATIONS

- 3.1. The speed limit on the estate is 30 k.p.h. This speed limit must be complied with at all times.
- 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.
- 3.4. All vehicles must keep to the designated roads.
- 3.5. No vehicles shall be driven in any manner, which is considered by security officers and/or the Estate Manager and/or the mandated official to be dangerous, creates a nuisance or is unsafe.
- 3.6. No vehicles may be habitually parked in any part of the common area or empty erf 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 homes 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 or empty erf at any time.
- 3.8. No vehicle may be parked on or in the vicinity of any entrance to an erf so that it protrudes over or onto the road reserve of the common area, obstructing any traffic or entrance to another property.
- 3.9. Any vehicle parked or abandoned in the common area for a period exceeding two (2) days may be removed or towed away at the risk and expense of the owner, unless prior written permission has been obtained from the Estate Manager and/or Mandated Official.
- 3.10. No vehicles may be parked on empty erven with the exception of construction vehicles where permission has been gained from the owner.
- 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.
- 3.12. No motorised vehicle of any description not requiring a driver/rider thereof to be in possession of a valid driver's licence may be used in the estate.
- 3.13. Residents shall ensure that their vehicle, and the vehicles of their visitors and guests, including contractors and workmen, do not drip fuel, oil, brake fluid or any other substance on the common area or in any other way deface the common area, roads or driveways.

### 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 within the estate provided that:-
- 4.2.1. no more than two (2) dogs and two (2) cats may be kept;
- 4.2.2. dogs shall not be allowed to roam in the common area of the estate;
- 4.2.3. members/residents may walk their dogs in the common area provided they are under leash and/or effective personal control;
- 4.2.4. no member/residents shall permit their dogs to foul the common area unless the excrement is immediately removed by the person accompanying the dogs;

- 4.2.5. members/residents shall not allow barking by their dogs at any time which results or which may result in a nuisance or disturbance to any other resident. It is recommended that dogs kept inside between the hours of 20h00 and 06h00;
- 4.2.6. screening or other adequate preventative measures must be taken to ensure that dogs do not bark at by-passers;
- 4.2.7. cats are to be fitted with collars with bells to assist in the protection of birds and other wild life; and
- 4.2.8. dogs and cats must wear identity tags, detailing the telephone number of their owner.
- 4.3. Members/residents shall ensure that their pets do not cause a nuisance or disturbance within the common area or on or in the vicinity of the erf of any other residents.
- 4.4. No caged wild birds, wild animals, poultry or farm animals shall be permitted on the estate. Dogs, cats, and domestic pets (ie Rabbits, Hamsters etc.) may be kept but residents must take adequate measures to ensure that those domestic pets are kept within the property. Please consult the Estate Manager's office if you are in any doubt.
- 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.

## 5. COMMON AREAS/ROAD VERGE

- 5.1. No member/resident, visitor, employee, contractor or agent may collect or remove anything from the common areas 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, reptile or bird.
- 5.2. Walkers are requested to keep to the common areas in the estate.
- 5.3. No member/resident shall remove, damage or prune any tree, plant or shrub in a common area.
- 5.4. All member/residents must maintain the road verge (road reserve directly alongside their erf boundaries) in a neat and tidy state at all times so as not to devalue their properties or those around them.
- 5.5. Waste skips are strictly prohibited anywhere on the estate with the exception of construction sites and designated HOA maintenance areas.

## 6. ACCESS CONTROL

- 6.1. Members may purchase their own remote controls/transmitters for such entry and exit booms as may be installed at the entrance to the estate.
  - 6.1.1. Anyone who owns property and is a member of the The Schoongezicht Estate Homeowners' Association is entitled to one (1) remote. One other may be purchased providing that the other person resides on the estate.
  - 6.1.2. Home Owners may buy a maximum of two remotes on behalf of their tenants but their use is entirely the Home Owner or Member's responsibility.
  - 6.1.3. The activation and de-activation of remotes will be entirely under the control of the Estate Management Agent and may be de-activated at any time for any reason including security breaches, suspected misuse, and administration of the system.
- 6.2. No non-resident or non-member of the the Schoongezicht Homeowners' Association may buy or be issued with a remote.
- 6.3. The following procedure (or any others from time to time imposed by the Estate Manager or Trustees) must be observed by all members/residents in regard to access to the estate:
  - 6.3.1. Visitors must be informed in advance that they are required to comply with the The Schoongezicht Estate Homeowners' Association Code of Conduct.
- 6.4. All contractors, workmen, delivery men, employees and anybody who visits the estate in the course of their work will be required, if so requested by another, to positively identify themselves either by showing a valid Driver's Licence, Identification Document, Passport, Work Permit, Temporary Driver's Licence, Temporary Identification

Document, Temporary Passport, Temporary Work Permit or an affidavit or certified copy relating to any of the aforementioned.

## 7. NUISANCE, DISTURBANCE, NOISE AND LIGHT POLLUTION

- 7.1. 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.
- 7.2. 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 wood-working machinery after 16h00 on Saturdays, or before 09h00 or after 12h00 on Sundays or public holidays; and on every other day; not before 07h00 or after 20h00.
- 7.3. No exterior speakers are permitted and the level of any music played shall be limited so as not to cause or be likely to cause a nuisance or disturbance to any other resident.
- 7.4. No outside lights, which shine directly into the neighbouring erf or are otherwise intrusive or reasonably likely to be intrusive to any other resident, shall be permitted.

## 8. LETTING

- 8.1. Members are permitted to let their houses provided that the member ensures that the tenant is acquainted with this Code of Conduct and the Constitution of the Association and that the lease enforces the tenant, everybody residing on the erf, all his/her guests, employees, contractors and agents to comply with the provisions thereof for the duration of his/her tenancy.
- 8.2. Members must ensure that the Estate Management is notified of a tenant and that the tenant is duly registered with the HOA. A copy of the lease must be provided.
- 8.3. No leases shorter than 6 months duration will be allowed without prior permission from the Estate Management which permission shall not unreasonably be withheld.
- 8.4. Notwithstanding the provisions of clause 8.1 members shall not let their properties for use as a commune.
- 8.5. Should a tenant breach the provisions of clause 8.1 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 evict the tenant and all those claiming through or under the tenant from the property concerned.

## 9. NON-COMPLIANCE

- 9.1. For the enforcement of the provisions of the Code of Conduct or the provisions of the Constitution of the Association generally, the trustees or the manager may:
  - 9.1.1. give notice to the member/resident concerned to remedy any breach within such period as the trustees or the manager may determine.
  - 9.1.2. take or cause to be taken such action as the trustees or the manager 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.
  - 9.1.3. impose a fine in an amount determined by the trustees or the manager in their sole discretion on the member/resident concerned, which amount shall be debt due to the Association, 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.
  - 9.1.4. Issue an email to all owners, any breach which has failed to be addressed after 30 (thirty) days, given the Association has attempted to and/or made contact with the member/resident concerned.
- 9.2. Should the trustees or manager institute legal proceedings against any member/residents 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 attorneys-and-client, including tracing fees and collection commission.

- 9.3. In the event of any breach of this Code of Conduct or any of the provisions of the Constitution of the Association by any person residing on a member's erf or his guests, 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, mandated official 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.
- 9.4. 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 of the Association or this Code of Conduct, the Manager may be approached without prior attempts at settlement between the two parties.