

CODE OF CONDUCT OF THE MOUNT OAKHURST ESTATE OWNERS' ASSOCIATION

Consisting of the follow entities:

- Oakwood Cape Country Estate

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GENERAL

INTRODUCTION

The Oakhurst Homeowners Association's Code of Conduct, as set out below, seeks to regulate, orientate and guide both members, tenants and other stakeholders in terms of the **Objectives** and **Business** as set out in Clause 4 and 5 of the Association's Constitution.

OBJECTIVE

The primary objective of the Association is to develop and maintain an residential estate centered on an indigenous Cape fynbos environment with Cape Dutch Architectural housing theme which is safe and conducive for community living at all times.

The principle underlying the code and its regulations is to promote 1) the interests of the Association which is to manage and control the interests of its members 2) add value to the Association's members 3) continually ensure that the principle of neighborly respect and community unity between members, tenants and *Et Al* is maintained. Compliance with the code and regulations is **requested** to ensure continuity and unity. Should self governance not be upheld by individual members / residents the trustees are empowered in terms of the Association's Constitution to warn and impose sanctions to correct non-compliance.

The Code of Conduct and its Regulations has been drafted in accordance with, and is consistent with, the following governance documents;

1. Mount Oakhurst Homeowners Association Constitution,
2. Mount Oakhurst Homeowners Association Design Manual (incorporating the Environmental Management Plan), and
3. Mount Oakhurst Homeowners Association Building and Renovation Regulations.

Which are binding on the members of the Association, who are responsible to ensure that their tenants, visitors, employees, contractors *Et Al*, comply with the Association's regulations which are available either on request from the Associations appointed managing agent or on the Association's website <http://www.oakwoodestate.co.za/>

This Code of Conduct is not exhaustive and may be added to or amended from time to time by the Trustees.

1. GENERAL REGULATIONS

- 1.1. It is the responsibility of all Members/ Residents to fully acquaint themselves and comply with the Association's governance regulations and procedures and all relevant annexures thereto and any duly ratified additions and/or amendments to such documents and all resolutions passed by the Association and Trustees from time to time. Ignorance of such cannot be used as reason for non-compliance.
- 1.2. Members / Residents shall ensure that their family, tenants, or any other persons granted right of access or occupancy by them, are acquainted with and comply with these provisions.
- 1.3. Members / Residents are responsible at all times for the actions of their families, tenants, visitors, guests, employees, service providers, contractors and subcontractors or anybody to whom they have permitted access.
- 1.4. A Member's property may only be used for residential purposes and no industry, hotel or any other business or occupation may be conducted from the property, without the express written permission of the Association's trustees.
- 1.5. Common Estate areas are used at the Members' /Residents' own risk. The Association and its agents including Trustees not legally liable for incident/s involving homeowners / residents *Et Al* while making use of the Association's common areas.
- 1.6. Members / Parents / guardians are responsible for their children's safety whilst on any common property within Estate.
- 1.7. Members / Parents / guardians of children playing in common areas including open areas, verges or roads within the Estate are responsible to ensure that children do not behave in a way that will cause a disturbance or pose a safety hazard or an obstruction to traffic.
- 1.8. Employees including contractors and service providers of Members / Residents are not permitted to use the Estates facilities. Members /Residents must ensure

that appropriate washroom and toilet facilities are provided for any persons on their own private properties.

- 1.9. No animal may be slaughtered on the estate for any reason.
- 1.10. Members / Residents may not allow anything which in the opinion of the Trustees constitutes a noisome, unsightly, injurious, objectionable, detrimental, public or private nuisance or a source of damage or disturbance to any Member, Resident of any other property within the Estate.
- 1.11. Any service provider including but not limited to - Contractor's, subcontractor's or employees of any Member/Resident who, in the opinion of the Trustees, habitually contravenes the regulations may be denied access to Estate.
- 1.12. Neither garage doors nor erven perimeter gates may be left open.
- 1.13. Members / Residents may not allow any alien flora to establish itself within their erven.
- 1.14. Members / Residents are requested to not negatively impact on the natural balance within nature by killing snakes, bees or other fauna. Rather contact a local snake catcher / beekeeper, bird / animal sanctuary etc, to capture and remove the wildlife safely.

2. FIRE PREVENTION REGULATIONS

- 2.1. All Members / Residents must make themselves familiar with the Estates "Fire Defence Plan" and must be prepared to respond appropriately in the event of a residential or wild fire on / around the Estate.
- 2.2. No object propelling device including fireworks, tools, firearms, pellet guns, catapults, bow and arrows or hunting weapon may be used anywhere on the Estate with the exception of duly licensed firearms or tools used by authorized persons or security / law enforcement officers.
- 2.3. No open fires are permitted on the Estate except within a Members / Resident's indoor fireplace / outside closed braai / BBQ area or facility.
- 2.4. No Member / Resident may permit anyone to perform hot work which will in any way increase the risk of fire.

- 2.5. Members are responsible to ensure that they comply with the requirements in terms of the National Building Regulations and Local Authority By-laws in every aspect and specifically in respect to those aspects of the regulations and by-laws for the installation of thatch roofing, gas, electrical or flammable materials.
- 2.6. Flammable liquids and gasses shall be stored safely as required in terms of the regulations.
- 2.7. No Member / Resident *Et Al* may obstruct, use, tamper with or remove any fire fighting equipment / hydrant on or surrounding the Estate.

3. VEHICLE REGULATIONS

- 3.1. The speed limit on the Estate is 20 km/h.
- 3.2. The use of any vehicle emitting excessive pollutants including noise, fuel/oil spillage, exhaust fumes etc, will not be permitted on the Estate.
- 3.3. No articulating vehicle or vehicle exceeding 8 tons is permitted onto the estate due to the narrow roadways and turning spaces within the estate, furniture and other large vans shall remain outside the estate and smaller shuttle vehicles must be used to transport items in/out.
- 3.4. Any roadway, verge, service or building damaged shall be repaired at the expense of the Member/ Resident related to such vehicle causing the damage to the Estate common property.
- 3.5. Containing and cleaning oil, fluid or fuel spillage is the responsibility of the Member / Resident allowing such offending vehicle onto the Estate.
- 3.6. No habitation of any mobile home or caravan, wherever situated on the estate, shall be permitted.
- 3.7. No vehicle may be driven on the Estate which is considered by the Trustees to be unsafe or a nuisance.
- 3.8. No commercial vehicle including any truck, caravan, trailer or boat may be parked in the communal area without express prior written permission from the Trustees.

- 3.9. Verge bay parking on common roadways is provided for temporary emergency, service and visitor parking. No vehicle may be parked on the roads or on common property unless it is parked in such a manner as to not cause an obstruction to the flow of traffic.
- 3.10. Members / Residents must park their vehicles on their own properties.
- 3.11. For security and safety purposes no vehicle may be parked or left overnight in a verge parking bay or any other common area within the Estate.
- 3.12. Owners who have employees with cars must provide parking on their own property or driveway. The employees may not use the verge parking bays.
- 3.13. Any vehicle parked on common property overnight or longer may be clamped or towed away, at the risk and expense of the owner, unless express prior permission has been obtained in writing from the Trustees.

4. CONTROL OF PETS

- 4.1. The local authority by-laws relating to animals and pets apply to Members/Residents and are enforceable.
- 4.2. Only pet animals are permitted which shall be kept within the confines of their owner's property and are not allowed to roam the estate.
- 4.3. When outside their properties, dogs must be kept on a leash and remain under control at all times.
- 4.4. The only area on the estate where dogs are allowed off a leash (if safe to do so) is on the Estates open areas either on the northern or eastern boundaries. In such a case they must be supervised, and all dog excrement immediately collected and removed.
- 4.5. In line with Local Authority bylaws in terms of the number of dogs and noise , owners shall ensure their dogs are limited to 2 (Two) per erf and do not cause a disturbance for any period of time, particularly when owners are not home.

- 4.6. Members / Residents should ensure that perimeter walls, fences and gates enclosing the erf are maintained in such a manner as to prohibit any pet from wandering from the erf.
- 4.7. No members may keep a pet that could / does pose a safety threat or nuisance to any Members / Residents or other persons within the Estate.
- 4.8. The Trustees have the right to have removed, prohibit, restrict or control the keeping of any animal which they regard as a danger, nuisance or in keeping with the Members objective of community living.

5. ACCESS CONTROL

The Estate has been set up for safety and security as an “**Access and Perimeter Controlled Estate**”. This translates to the Trustees and the Association’s service providers actively managing the perimeter and access while Members / Residents are responsible for the safety and security of their own erf / property. As a result;

- 5.1. The Duty Guard shall process all visitors and contractors **OUTSIDE** the main entrance gate on Oakwood Lane.
- 5.2. The Duty Guard will then contact the relevant Member / Resident telephonically (via the Telkom Intercall system) to obtain consent to permit the visitor/contractor to enter the estate.
- 5.3. Duty Guards do not have access to mobile / alternative phone numbers. If a Member / Resident does not have a landline, visitors will have to reach the resident via their own cellular phones to arrange authorisation to enter the estate.
- 5.4. If the Member / Resident does not respond to the telephone call, the Duty Guard may not allow the visitor/contractor access to the Estate.
- 5.5. Contractors / workers are permitted onto the Estate from 8 am to no later than 5 pm.
- 5.6. Contractors / workers are not permitted onto the Estate over weekends, public holidays, nor builder’s holidays except in the case of emergency services. The

following three exceptions apply:

- 5.6.1. Employed / Contracted Caregivers with express prior notification.
- 5.6.2. Domestic workers within the home are permitted to work on weekends and public holidays.
- 5.6.3. Only gardeners may work on the Estate on Saturdays and public holidays from 08 h 00 to 17 h 00 , but NOT on a Sunday.
- 5.7. All Members / Residents must enter / exit the Estate using gate remote controls issued to them specifically. For security reasons, Duty Guards are not permitted to open the Estates gates to visitors / service provider / contractor etc. who have not signed in. Members /Residents without gate remote controls must sign in with the Guard on Duty.
- 5.8. Only Members / Residents who live on the Estate PERMANENTLY are allowed gate remote controls. Members / Residents are responsible for the safekeeping of their issued gate remote controls at all times. For security reasons, gate remote controls may not be passed on, given out or loaned out etc. to any non-resident of the Estate.
- 5.9. Any Member / Resident requiring more than two (2) remotes per household will need to provide the Security Trustee with both the name of who will be in possession of the additional remote with a motivation to the Chairperson of the Trustees as to its necessity. After due consideration additional remotes may be issued at the cost of the Member applying. No access remotes will be issued for minor children under the age of 10 years.
- 5.10. Members / Residents may under no circumstances hand on remotes to anyone including - domestic workers, gardeners, contractors, service providers or other employees etc who have not been authorized by the Trustees to a remote. The Trustees reserve the right to deactivate any remote which is being abused or used by a third party without Trustee authorisation.
- 5.11. All Members / Residents shall supply to the Duty Guard a clear copy of ID/s of employees including - domestic worker/s, gardener/ or other persons in their employ should such person enter the Estate on a daily/ regular basis. Failure to

furnish a clear ID will result in the person not being allowed access to the Estate without the Duty Guard having to pre-authorise access with the Member / Resident on each and every occasion.

- 5.12. The Duty Guard may be contacted in the guardhouse at all hours on ☎ (021) 790-6080. Any incident, observation of concern or matters outside normal Estate operations must be reported. The Duty Guard reports to a supervisor who will then be informed and appropriate action/s instructions given.
- 5.13. No guard or employee of the Estate may be employed by any Member / Resident of the Estate.
- 5.14. Access to the open space on the eastern boundary is obtained through a gate which is alarmed and electrified as part of the Estates security perimeter. For this reason the access gate onto this green area is kept locked at all times.
 - 5.14.1. Members / residents who need to access this common area shall collect and sign for (Out and In) the gate key from the Duty Guard. Only a responsible adult will be issued the key who is then responsible to ensure that the gate is re-locked and the key returned before sunset on the same day. .
- 5.15. Certain categories of visitors to the Estate do not require the Guard of Duty to phone or notify the Member / Resident to request permission to be granted access to the Estate, these include; The messenger of the Court, Police Services, Emergency Medical, Fire Fighting Services or Armed Response Personnel.
- 5.16. Members/Residents who are involved in regular lift clubs where family members do not have remote control access to the Estate may make arrangements with the Security Trustee to register the drop off vehicle and driver ID with security and the Duty Guard will process such entry as per 5.11.

6. BUILDING, ALTERATIONS, HOUSE IMPROVEMENTS AND GARDENS

- 6.1. No improvements of any nature may be affected to a member's property or a structure erected / installed both permanently or temporarily without the prior written approval of the Trustees, and such approval shall be required, without limitation, to all external finishes, materials and colors. All planned alterations

are to comply with the guidelines presented in the Design Manual.

Approval of plans:

- 6.1.1. Two copies of the proposed sketch design drawings of any building, structure or alterations must be submitted to the Trustees for approval and endorsement before working drawings are produced.
- 6.1.2. The sketch design drawings must be to scale and include a site diagram, plans, sections and elevations, indicating the materials and colors to be used. Should any changes occur during the drawing stage, these alterations in turn must be submitted to the Trustees for approval and endorsement.
- 6.1.3. Two sets of the final plans must be submitted to the Trustees for written approval and endorsement prior to the submission thereof to the Local Authority. Furthermore, the Association must endorse the building plans and state in writing that they conform to the guidelines in the Design Manual prior to the submission thereof to the Local Authority. In cases where the building plans do not conform, a clear motivation of the deviation needs to be submitted to the Trustees and the Local Authority.
- 6.1.4. A member shall pay a scrutiny fee charged in connection with the above.

7. ESTATE AESTHETICS

- 7.1. All Members / Residents shall maintain their properties (building, out-buildings, walls, driveways, including decoration / painting, as well as fences, erven and gardens) in sound condition while being in a neat and tidy state at all times.

Should any Member / Resident not comply with the above, the Trustees have the right to give the offending Member / Resident one month's written notice to make good, so failing which, any work will be carried out by the Association at that Member's expense.

- 7.2. Littering of any nature is forbidden on the Estate.
- 7.3. For-sale / to let sign-boards must be of standard size (400mm x 600mm) and may only be placed on the Member's erf. No signage is permitted on verges or

Estate's common property.

- 7.4. Any unsightly object/s on a Member's / Resident's property (i.e. animal house / enclosure, laundry, dirt bins / areas / refuse containers, lines, stored objects/ items , vehicles, water or air craft, caravans, trailers etc) shall not be visible from any communal area or from a neighbouring erf. The Trustees shall use their sole discretion, within reason, to judge what constitutes "unsightly".
- 7.5. All fencing on or around members' properties must be maintained and comply with the provisions contained in the Design Manual.
- 7.6. No pre-fabricated "wendy-house" structure is permitted without prior written permission from the Trustees. Any garden shed type structure is subject to approval in accordance with the Design Manual.
- 7.7. No agent, service provider, supplier, contractor or other signage is permitted on any of the Estates internal or external walls, without prior written permission from the Trustees.
- 7.8. Members / Residents are required to maintain all vegetation in their own gardens to ensure that they do not grow onto or over a neighbouring erf boundary line which may create a nuisance or drop dead foliage which will impact on a neighbour or the Estate i.e. obstruct an electric fence, security camera, communication device, other communal service system, block storm water gutters or runoff servitudes etc.
- 7.9. No Member / Resident may allow building material, sand, rock, rubble, waste, cuttings, seasonal foliage or other matter to be dumped,

left or unloaded on any neighbors property or common space, including verges, roadways, designated parking or green areas.

8. DISTURBANCE, NOISE AND LIGHT POLLUTION

- 8.1. All Members / Residents must ensure that they, their families, friends, tenants and guests do not engage in any social or other activity, occupation or hobby that causes a nuisance or disturbance to others. Members / Residents are entitled to privacy and the peaceful enjoyment of their private erven and the

Estate.

- 8.2. Out of respect and courtesy, Members / Residents planning a specific function, party, event etc. are requested to notify fellow Members / Residents timeously if any disturbance or music etc. is planned / expected. Express permission is required from the Trustees for the use of common areas for events/ functions which involves / impacts other Members / Residents within the Estate i.e. children's parties, trick & treating etc.
- 8.3. No Member / Resident shall be permitted to use any power tool machinery (eg. lawnmowers, chainsaws, lathes, woodworking machinery, power tools etc) after 13 h 00 on a Saturday or any other day after 20 h 00 at night. The use of any power tool or machinery is not permitted on a Sunday and on a public holiday.
- 8.4. Pool pumps / filtration equipment shall be located to be adequately screened and soundproofed by means of an enclosure, and may only be operated so as not to cause any disturbance or nuisance to neighbours.
- 8.5. Members / Residents shall resolve any problems arising from the provisions of Clause 8 by contacting the Guard on Duty who will contact the supervisor who is instructed to contact the Trustees who will endeavor to resolve any problems, failing resolution the matter is to be referred to the Police Services in terms of enforcing the Local bylaws.
- 8.6. No light pollution (light that shines directly onto a neighbours property or is otherwise intrusive to other Members / Residents, shall be permitted.

9. LEASE / SALE OF PROPERTIES

- 9.1. Members are entitled to let their properties provided that they notify the Trustees and Managing Agent in writing prior to the commencement of a lease and provide the following information:
 - 9.1.1. Name, address and telephone numbers of tenants who will be in permanent residents;
 - 9.1.2. Number of children and their ages;

- 9.1.3. Registration number(s) of tenant's vehicle(s);
- 9.1.4. Date of commencement and duration of lease;
- 9.1.5. Contact telephone/cell phone/e-mail of the tenant;
- 9.1.6. Confirmation that the Member has provided the tenant with a copy of the Code of Conduct and Fire Response Plan and that the tenant will comply with the provisions thereof.
- 9.2. Notwithstanding the provisions of clause 9.1, members shall not lease out their properties for use as a "commune", or for any business purposes as described in the Constitution.
- 9.3. In the event that any tenant habitually contravenes the Estate's Code of Conduct, or assumes a non-neighbourly or anti-social attitude towards the Association, the Trustees or other Members / Residents, the letting Member may be denied the right to continue to let the property to such tenant.
- 9.4. When selling their properties, Members shall ensure that the Trustees and Managing Agent are notified in writing thereof and that the document "Acknowledgement & Undertaking by Purchaser" is included in the sale agreement and signed by a purchaser.
- 10. All fencing on or around members' properties must be maintained and comply with the provisions contained in the Design Manual.

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- 11.1. The Trustees shall have the right to apply to any Court having jurisdiction to enforce any fine/s imposed in terms of Clause 14 of the Constitution.
- 11.2. Complaints may only be lodged with the Trustees in writing, and provided that the complainant has first attempted to settle the matter him/herself with any other party involved. In the case of a serious contravention of the Association Constitution, Code of Conduct or Design Manual the Trustees may be approached without prior attempts at settlement between the parties. The

Trustees' decision in this regard shall be final.

- 11.3. The Trustees shall have the right to apply to any Court having jurisdiction to enforce the remedial action recommended in terms of Clause 14 of the constitution. The Trustees shall, however, be entitled to receive, from the complainant, a full indemnity against the costs of any such application to a Court. Should an indemnity not be forthcoming from the complainant, the Trustees reserve the right not to proceed with any action against the member in breach.
- 11.4. The sanctions to be imposed upon the breach of any of the conduct (behaviour) related terms, rules, and provisions previously referred to herein and Codes contained herein, to which all Homeowners and Residents are bound, are to be guided by the following terms:
 - 11.4.1. **First breach:** First written warning.
 - 11.4.2. **Second breach:** Second written warning.
 - 11.4.3. **Third breach:** A 50% levy fine coupled with a warning that, should a fourth breach occur, that a further fine will be imposed.
 - 11.4.4. **Fourth breach:** A 100% levy fine coupled with a warning that, should a fifth breach occur, that a further fine will be imposed
 - 11.4.5. **Fifth breach:** A 300% levy fine coupled with a warning that, should another breach occur, that the Trustees will take the appropriate action in terms of the constitution.
 - 11.4.6. However the Trustees need not be limited by these terms, and if the breach is considered serious the trustees can levy a fine of between R1 and 300% of the monthly levy, at their discretion.
- 11.5. The sanctions to be imposed upon the breach of any structural related terms, rules, and provisions previously referred to herein and Codes contained herein (i.e. contravention of the Design Manual etc.), to which all Oakhurst

Homeowners and Residents are bound, as follows:

- 11.5.1. A levy of between R1 and 300% of the monthly levy, per month, as long as the issue has not been resolved. This penalty levy is only to be charged once the Member / Homeowner has been given notice and reasonable time to attend to the issue at hand.

12. GENERAL

- 12.1. No relaxation or indulgence shall be seen as an amendment of the Code of Conduct.
- 12.2. Each clause is severable from the other and the Code of Conduct shall not be rendered unenforceable by virtue of the removal of any clause.
- 12.3. Should there be a conflict between the Code of Conduct and The Association's Constitution, the provisions of the last-mentioned shall apply.