



## **SCHONENBERG HOMEOWNERS' ASSOCIATION**

### **CONDUCT RULES**

#### **INDEX**

1. **INTRODUCTION**
2. **DEFINITIONS**
3. **LEGAL STATUS**
4. **AMENDMENTS**
5. **GENERAL PRINCIPLES/ BEHAVIOUR OF MEMBERS, RESIDENTS AND GUESTS**
6. **REPORTING OF TRANSGRESSIONS AND GENERAL COMPLAINTS**
7. **PRIVATE PROPERTY**
8. **ALTERATIONS OR ADDITIONS TO PRIVATE PROPERTY**
9. **LETTING OF PRIVATE PROPERTY**
10. **REFUSE DISPOSAL**
11. **ACCESS TO AN ENVIRONMENTALLY SENSITIVE AREA**
12. **USE OF COMMON PROPERTY**
13. **VEHICLES**
14. **DOMESTIC PETS**
15. **INSURANCE**
16. **CONTRACTORS/ SERVICE PROVIDERS**
17. **GENERAL**

## 1. INTRODUCTION

Schonenberg is a residential estate characterised by communal living. The age groups vary from young and middle-aged families with children to senior persons.

By purchasing an erf in Schonenberg, Members and Tenants have subscribed to a unique lifestyle and way of living. Living in a community requires residents to show respect for each other and avoid conduct that causes inconvenience or nuisance.

The Conduct Rules are necessary to clarify the obligations of residents and protect the rights and privileges of all persons living on the estate and protect the Members' capital investment.

## 2. DEFINITIONS

The meanings and definitions set out in the Constitution of the Schonenberg Homeowners' Association (SHOA) shall apply in this document unless otherwise stated or the context indicates otherwise.

- 2.1 **"CSOS"** means the **Community Schemes Ombud Services**, a statutory body tasked, *among other things*, with adjudicating disputes that cannot be resolved between a Member and the Trustee Committee.
- 2.2 **"DRC"** means Design Review Committee as defined in the Constitution.
- 2.3 **"MEMBER"** means a natural person or legal entity such as a Trust, who has purchased an erf with or without improvements thereon.
- 2.4 **"RESIDENT"** means Member or Tenant residing on the estate.
- 2.5 **"SHOA"** means the **Schonenberg Homeowners' Association**.
- 2.6 **"SRV"** means the **Schonenberg Retirement Village Body Corporate**.
- 2.7 **"TENANT"** is a person who occupies land or property rented from a member.
- 2.8 **"SEEP"** is the common property (behind the Play Park) which has been specifically designated as an environmentally sensitive area with indigenous flora and fauna.
- 2.9 **"IN WRITING/ WRITTEN"** means on paper or electronic.

## 3. LEGAL STATUS

- 3.1 The Conduct Rules have been agreed upon by each person on becoming a Member of the Schonenberg Homeowners' Association (SHOA). These Conduct Rules are attached to and form part of its Constitution as Annexure A.
- 3.2 These Conduct Rules are in addition to the rights and obligations provided for in the Constitution.
- 3.3 All Members and Tenants and other entrants into the estate must comply with the Conduct Rules.
- 3.4 The Member or Tenant is responsible for ensuring that all their family members, guests, occupiers, visitors, employees, contractors, contractors' subcontractors, and delivery persons comply with these Conduct Rules.
- 3.5 The Trustee Committee shall have the rights, in the event of a breach of a Conduct Rule, to take such action as they deem fit, including but not limited to:
  - 3.5.1 giving notice to the Member concerned requiring him to remedy such breach within such period as the Trustee Committee may determine; and
  - 3.5.2 taking or causing to be taken such steps as they may consider necessary to remedy the breach at the cost of the defaulting Member; and

- 3.5.3 taking such action, including the imposition of a fine or proceedings in a court of competent jurisdiction, as they deem fit.

Appendix 1 – Fine Structure.

#### **4. AMENDMENTS**

- 4.1 As Schonenberg Estate continues to mature, these Conduct Rules may require amending from time to time to meet its evolving needs.
- 4.2 These Conduct Rules are therefore subject to change. Accordingly, the Trustee Committee shall use their best endeavours to amend the rules as deemed necessary to protect the interests of SHOA, the Members, and the estate's integrity as a whole.
- 4.3 A Member may propose an addition to, substitution, amendment, or appeal to a revision of the Conduct Rules by submitting a written motivated proposal to the Trustee Committee.
- 4.4 The Trustee Committee must submit all proposals to the Members for consideration at the next Annual General Meeting.
- 4.5 Any proposed addition to, substitution, amendment or appeal of a revision of the Conduct Rules may be effected, only by a resolution passed at a correctly constituted meeting by an ordinary majority of Members entitled to vote.
- 4.6 The Trustee Committee may (under exceptional circumstances) improve general guidelines and formats but not the Conduct Rules in this document, subject to formal ratification of these changes at the subsequent General Meeting. Appropriate documentation control procedures support such changes.

#### **5. GENERAL PRINCIPLE/ BEHAVIOUR OF MEMBERS, RESIDENTS AND GUESTS**

- 5.1 To preserve and enhance the residential ambience and lifestyle within the estate, all Members, Tenants, and their guests shall behave and conduct themselves in a considerate, reasonable, and civilised manner. They shall avoid causing inconvenience or nuisance to others.
- 5.2 Members and Tenants shall be responsible for the behaviour of their family, guests, visitors, employees, contractors, contractors' subcontractors, and delivery persons. Accordingly, they shall be liable for any damage caused by them, which shall be repaired within fourteen (14) days of written notice by the Trustees at the cost of the Member or Tenant concerned.
- 5.3 The estate would like to promote the following shared values with all Members and Tenants:
- Respect
  - Integrity
  - Excellence
  - Transparency
  - Teamwork
  - Good Relations
  - Open Communication.

#### **6. REPORTING OF TRANSGRESSIONS AND GENERAL COMPLAINTS**

- 6.1 All complaints, breaches of the Conduct Rules, or other causes of concern must be sent in writing and, in the first instance, addressed to the Estate Manager. If the matter is not resolved, it can be escalated to the Trustee Committee. If it is still not satisfactorily resolved, it can be referred to CSOS for adjudication.

## 7. PRIVATE PROPERTY

### 7.1 General

No Member or Resident may:

- 7.1.1 use the erf for any purpose other than residential, save for those erven designated for commercial or business use;
- 7.1.2 carry on a commercial enterprise on an erf;
- 7.1.3 carry on any noisy, dangerous or objectional trade or business on any erf or commercial component.
- 7.1.4 cause a noise, disturbance, nuisance, or hang or display objects and things to the extent that they infringe the rights of neighbours and other Members;
- 7.1.5 paint or affix any signage or advertisement to any wall, building, roof, or structure.
- 7.1.6 erect any washing lines nor hang washing or other items on any part of an improvement to be visible from outside the building or from another erf, nor be exposed to view on the premises in an unsightly manner.
- 7.1.7 place or do anything on any part of the erf which, in the Trustees' or the DRC's opinion, is aesthetically displeasing or undesirable when viewed from outside the building/erf.

A member or resident must:

- 7.1.8 replace any broken window pane within three (3) days of the occurrence;
- 7.1.9 keep their garden, fencing and verges in a neat condition.
- 7.1.10 maintain their property following the Home Maintenance guidelines as prescribed by the DRC.

### 7.2 Eradication of Pests

- 7.2.1 A Member shall keep his property free of rodents, white ants, borer and other wood-destroying insects. They shall permit the Trustees and their duly authorised agents or employees to enter the erf from time to time to inspect and take such action as may be reasonably necessary to eradicate any such pests.
- 7.2.2 The Member shall bear the inspection costs, eradicate any pests found within the property and replace any woodwork or other material that such pests may damage.

## 8. ALTERATIONS OR ADDITIONS TO A PRIVATE PROPERTY

The SHOA's **DRC** must approve all structural, decorative, or other alterations or additions on the erf before the commencement of construction or the submission of plans to the local authority.

To ensure a uniform appearance, the Member shall obtain written consent of the DRC before installing:

- 8.1 any locking device, safety gate, burglar bars or safety devices for the protection of any wall, building or structure on an erf.
- 8.2 a canopy.
- 8.3 screen or other device to prevent the entry of animals, insects, etc.;
- 8.4 any outside TV aerial, satellite dish or similar installation.
- 8.5 any structural, decorative, or other alteration or addition externally or internally visible from the outside and aesthetically displeasing.

## **9. LETTING OF PRIVATE PROPERTY**

- 9.1 Members who wish to let their homes must obtain the prior written consent of the Estate Manager, which shall not be unreasonably withheld.
- 9.2 Before any proposed Tenant takes occupation, the Member must advise the Estate Manager of the terms and conditions of the proposed lease. In addition, the Tenant must sign the receipt of the Conduct Rules and the Constitution and must comply with the same.
- 9.3 No letting for less than six (6) months shall be allowed without the prior written consent of the Estate Manager.
- 9.4 No letting for holiday rentals, B&B or Airbnb shall be allowed.

## **10. REFUSE DISPOSAL**

A Member or Resident shall:

- 10.1 maintain the required number of receptacles in a hygienic and dry condition and ensure they do not overflow.
- 10.2. Follow such guidelines as may be imposed by the Trustee Committee from time to time concerning recycling and the utilisation of garden waste.
- 10.3 Place refuse for collection in the appropriate receptacle(s) within an area and on the day and time designated by the Estate Manager.
- 10.4 Not leave either household or garden waste or recyclable material outside the erf except on the morning of the collection.

## **11. ACCESS TO AN ENVIRONMENTALLY SENSITIVE AREA - THE SEEP**

- 11.1 The Operational Environmental Management Plan (OEMP) has been compiled to fulfil a condition of the amended Environmental Authorisation granted to SHOA in 2018 by the Department of Environmental Affairs & Development Planning (DEA&DP).
- 11.2 The OEMP guides and directs activities relating to the ongoing management of the estate to protect the environment from unnecessary damage.
- 11.3 This confers a legal obligation by SHOA to comply with the specifications of the OEMP, and an environmental audit must be undertaken every five (5) years.
- 11.4 The Seep is the focal feature of the wetland areas. Even before construction started on the estate, these three (3) hectares of land were awarded conservation status. Recognised as an environmentally sensitive area by the Environmental Management Department of Cape Town, Members and Residents must respect this area. Therefore, no domestic animals are permitted, and people are restricted to the designated pathways.

## **12. USE OF COMMON PROPERTY (Parks and Open Spaces)**

- 12.1 The common property is reserved for Members, Residents, and their guests.
- 12.2 The opening hours of parks and open spaces are from 05:00 to 21:30. However, all residents may use the pathways outside these hours for jogging and walking.
- 12.3 The following listed activities are not permitted on the common property by any Member or Resident, their visitors, or their respective children:
  - 12.3.1 erect, store, or leave any article or thing, including waste of whatever nature, on any part of the common property; and
  - 12.3.2 remove any plant, shrub, or tree.

- 12.3.3 utilise glass bottles or containers;
- 12.3.4 consume alcohol.
- 12.3.5 braai or light a fire.
- 12.3.6 No fireworks, firearms, pellet guns, slingshots or bow and arrows may be discharged on the estate.
- 12.4 Activities
  - 12.4.1 Activities, games and hobbies which do not cause a disturbance to others are permitted in the designated communal areas, such as the Play Park and the small parks. Noise associated with ordinary children's play should not constitute a disturbance.
  - 12.4.2 Should a Member or Resident wish to hold a gathering/ function on the common property, they must request prior permission from the Estate Manager. This permission is subject to all restrictions and conditions imposed by the Estate Manager.
- 12.5 Use of Walkways
  - 12.5.1 All persons should make use of the walkways that give pedestrians access to traverse the estate wherever possible
  - 12.5.2 When entering the Seep, pedestrians are restricted to the designated boardwalks and pathways to protect this environmentally sensitive area's natural fauna and flora.
  - 12.5.3 Cyclists and joggers may use the walkways with the understanding that walkers shall always have the right of way.
- 12.6 Bicycles, motorcycles, tricycles, roller skates, skateboards and the like may not be left unattended on any portion of the common property.

### **13. VEHICLES AND PARKING**

- 13.1 No Member or Resident shall park or stand any vehicle on the common property or another Member's erf or permit or allow any car to be parked or positioned on the common property or another Member's erf without the prior written consent of the Trustees.
- 13.2 The Trustees may cause a vehicle to be removed, towed away or have its wheels clamped at the risk and expense of the owner thereof, should such vehicle be parked, standing or abandoned on the common property. A Member or Resident indemnifies the Trustee Committee and the Association for any damage that may be sustained to the vehicle or their guest's vehicle due to such vehicle's wheels being clamped or such vehicle being towed away.
- 13.3 Members and Residents shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid, or any other liquid of whatever nature, on the common property or in any other way deface the common property. If dripping occurs, the vehicle's removal will be for the account of the Member or Resident concerned.
- 13.4 No Member or Resident will be permitted to dismantle or affect significant repairs to any vehicle on any portion of the common property but may be allowed to attend to minor maintenance of vehicles in enclosed garages.
- 13.5 Members and Residents may not wash their vehicles on the common property.
- 13.6 Vehicles may be parked only on areas of the estate which are specially demarcated or approved by the Trustees and in such a way that they do not obstruct the flow of traffic and access to and from driveways.
- 13.7 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and risk of the owner of the vehicle.

- 13.8 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the estate without the prior written consent of the Trustees.
- 13.9 Vehicles entering and being driven or parked within the estate shall be at the owner's risk and responsibility. No liability shall attach to the Trustees, the Association, its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having entered, been driven or parked in the estate.
- 13.10 Members and Residents and their visitors shall, when driving vehicles on the estate, be fully licensed and observe all the rules of the road and, in particular, speed restrictions, pedestrian crossings, and road signs.
- 13.11 Motorised or battery-driven vehicles shall be driven only on roads and by persons with a valid licence (national or international). However, estate staff and service providers are exempt from this when operating such vehicles in line with official duties and only if they have obtained a competency certificate.
- 13.12 Pedestrians, children, pets, and all forms of wildlife shall have the right of way.

#### **14. DOMESTIC PETS**

- 14.1 No animals, reptiles, or birds (other than a bird in a cage) may be kept or harboured in an outbuilding unless authorised in writing by the Estate Manager. When granting such authority, the Estate Manager may prescribe any reasonable condition that may apply to it. Should any specified condition be breached, the Estate Manager may immediately withdraw such authority.
- 14.2 Members and Residents shall comply with all City of Cape Town's Animal By-laws concerning the ownership or keeping of animals. Subject to the Trustee Committee making any ruling they deem necessary as provided for in the Constitution and these Conduct Rules for the benefit of other Members or Residents.
- 14.3 Pets are allowed on the common property provided that:
  - 14.4.1 they are on a leash at all times and under the supervision of their owners or dog walkers;
  - 14.4.2 Members/ Residents/ dog walkers remove any excrement left by such pets on the common property and dispose of it in the bins provided or in private refuse bins.
- 14.4 The Trustees may require the permanent removal of a pet if they determine such pet to be a nuisance or a danger to the estate and its community. The Trustees may not act arbitrarily to cause such removal but, to the greatest extent possible, will involve municipal animal control services to intervene in determining the permanent removal of a pet.
- 14.5 Any unidentified stray animal shall be removed from the estate.

#### **15. INSURANCE**

- 15.1 SHOA shall have no responsibility for the insurance of the contents or improvement or the public liability on any particular erf, which shall be the sole responsibility of the Member and Resident in question.
- 15.2 A Member or Resident shall not do or permit to be done on his erf or the common property anything that will or may increase the premium rate on any insurance policy payable by SHOA. Or which may tend to vitiate any such insurance policy. Nor bring any hazardous substances and machinery onto the estate, premises, or building whatsoever.
- 15.3 A Member or Resident shall not store or harbour on his erf or upon the common property or any part thereof any goods which may vitiate any insurance or increase the premium of the policy(s) held by the Association.





**16. CONTRACTORS/ SERVICE PROVIDERS**

- 16.1 All contractors/ service providers must have valid and clear identification before entering the Schonenberg Estate.
- 16.2 Contractors/ service providers will be allowed access from 07:15 until 18:00 (weekdays) and 08:00 until 13:00 (Saturdays).
- 16.3 No contractors are allowed to work on Sundays/ Public Holidays unless the Estate Manager has given written approval.
- 16.4 Contractors are allowed access to residents' houses after hours in an emergency, e.g., a burst pipe or an electrical issue. However, the contractor should take care not to disturb other residents with undue noise.

**17. GENERAL**

- 17.1 The Trustee Committee or its agents shall not be liable for any injury, loss or damage of any description which a Member or Resident, or family member, employee, visitor or guest may sustain, physically or to their property, directly or indirectly, in or about the common property, or in the private property because of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees or any of SHOA's employees, agents or contractors.
- 17.2 The Trustee Committee or its representatives shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 17.3 All complaints, any violations of the Conduct Rules, or any other cause of concern must be addressed in written form to the Estate Manager.
- 17.4 A Member or Resident and their guests shall meet all the rules of the Association as provided for herein and as may be imposed by the Association from time to time.

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