



CONDUCT RULES

OAK LAND ESTATE HOMEOWNERS' ASSOCIATION NPC

1. INTRODUCTION

1.1 The main objects of the Company are:

- to promote, advance and protect the common interests of its members;
- to manage the maintenance of the Common Areas in the Oak Land Estate;
- to take transfer of the Private Open Space (if applicable);
- to contribute towards security in the Oak Land Estate; and
- to enforce the management-, conduct- and aesthetic rules of the Company as approved from time to time

1.2 These Conduct Rules were issued in terms of the provisions of the Memorandum of Incorporation of the Company. These rules do not infringe upon or replace any legislation or Bylaws issued by the Mangaung Metro Municipality which still apply to all members, residents, employees, Bodies Corporate, contractors or any other person or animal that may be on the Estate for whatever purpose.

2. DEFINITIONS AND INTERPRETATION

In these Conduct Rules, unless the context otherwise indicate the following words and expressions shall have the following meanings in accordance with the Memorandum of Incorporation, namely:-

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- 2.1 **Act** means the Companies Act, 2008, as amended from time to time;
- 2.2 **The Developer** means Lenova Construction & Development Pty Ltd, registration number 2016/201896/07, a private company duly incorporated in accordance with the laws of the Republic of South Africa;
- 2.3 **Body/ies Corporate** means the body/ies corporate, as defined in the Sectional Titles Act, 1986 (Act 95 of 1986), of any sectional title schemes to be established on erven within the Oak Land Estate, the functions and powers of which shall be assigned to the Company on establishment thereof;
- 2.4 **Common Areas** means the Private Open Space and the sidewalks of all public streets in the Oak Land Estate;
- 2.5 **Company** or **Association** means Oak Land Estate Homeowners' Association NPC, a non-profit company with registration number 2020/590586/08;
- 2.6 **Members** means every Owner of an Erf (excluding the owner(s) of the streets, open spaces and private open spaces) and sectional title units within the Oak Land Estate;
- 2.7 **Month** means calendar month;
- 2.8 **Owner of an Erf** means and includes all owners of erven and sectional title units and, when they come into being, all Bodies Corporate provided that, when a Body Corporate comes into being all functions and powers of the Body Corporate shall be assigned to the Company;
- 2.9 **Private Open Space** means erf 556, 558 & 562 Shellyvale (Extension 8) district Bloemfontein, Province Free State and such further Private Open Spaces as may be included in Oak Land Estate by The Developer;
- 2.10 **Property/ies** means any erf or erven (excluding streets, public open spaces and private open spaces) which forms part of the Oak Land Estate;
- 2.11 **Estate or Oak Land Estate** means the Remainder of Portion 33 of the farm Lilyvale 2313, district Bloemfontein, Province Free State, in extent 24,8293 (TWENTY FOUR COMMA EIGHT TWO NINE THREE) hectares, the title deed of which has been endorsed in terms of the provisions of section 46 of the Deeds Registries Act, no 47 of 1937, to the effect that a township was registered on the property known as Shellyvale (Extension 8) consisting of 12 erven numbered 540, 545, 546 and 549 and 556 to 563 and 3 streets numbered 564 to 566 in accordance with the relevant General Plan as amended applicable to the property and such further land as my be

included in Oak Land Estate by The Developer or its successors in title in its discretion with notice to the Company;

- 2.12 **Oak Land Estate Management-, Conduct- and Aesthetic rules** means the management-, conduct- and aesthetic rules approved by the Directors from time to time and to which all Members must adhere to.
- 2.13 Unless the context otherwise indicates, any words importing the singular shall also include the plural and *vice versa*, words importing any one gender shall include the other genders, and words importing persons shall include corporations.
- 2.14 The headings to the respective clauses are for reference purposes only and shall not be taken into account in the interpretation of these Conduct Rules.
- 2.15 Where consent or approval is required for any act by a member, such consent or approval shall be in writing and duly signed by the Company and shall be given prior to the member taking action.
- 2.16 In the event of a member consisting of more than one person, they shall be jointly and severally liable *in solidum* for all their obligations in terms of these Conduct rules.

CONDUCT RULES

3. Enforcement of Rules of the Association

The Conduct Rules were instituted in terms of the provisions of the Memorandum of Incorporation of the Association in order to protect all residents, their families and properties. All Members are bound by the provisions of the Rules and in the event that any Member, their families, contractors, employees or visitors breach the Rules, the Directors shall be entitled to enforce the Rules in accordance with the provisions hereof and the Memorandum of Incorporation of the Association.

4. Use of Roads and Common Areas and Facilities

- 4.1 The Roads and infrastructure are the responsibility of the Mangaung Municipality.
- 4.2 The speed limit is restricted to 40 km per hour.
- 4.3 All road signs must be obeyed.

- 4.4 Parents are responsible for ensuring that their children do not play in the roads. In the case of an accident, no accountability claims will be made against the Association.
- 4.5 Any vehicle with which any regulation or rule of the Association is violated or that is driven in such a way that the life of any person on the Estate may be endangered, or the peace of residents disturbed, shall be escorted off the Estate and further access shall be refused.
- 4.6 Any damage caused by any owner, visitor, employee or contractor or any other person (for which the owner is responsible) to property of the Estate will be recovered from the owner.
- 4.7 It is strictly prohibited to drive on private property, sidewalks or any common areas except the roads.
- 4.8 The owner or occupier of an erf must not, except in a case of emergency, without the written consent of the Directors, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common area other than a parking bay allocated to that erf or a parking bay allocated for visitors' parking. A consent under this rule must state the period for which it is given.
- 4.9 Common facilities have been constructed on portions of the Private Open Space for the use and enjoyment of owners, their families and Visitors entirely at their own risk. Owners must ensure that all common facilities are kept clean, and any damage caused to any common facilities must immediately be reported to the Association. The Association reserves the right to repair any damage caused and to claim such damages from any owner, their families or visitors for damages caused to common facilities.
- 4.10 The Developer further reserves the right to let (wholly or partially) portions of the Common facilities such as swimming pools, tennis – and/or basketball/netball courts and/or function halls (if and when completed) to third parties for coaching -, function – and or such other purposes as it may deem fit in its discretion for its own account subject to such terms as it may decide in its discretion.
- 4.11 The owner or occupier of an erf must not create noise likely to interfere with the peaceful enjoyment of another erf or another person's peaceful enjoyment of the common area.
- 4.12 The owner or occupier of an erf must not obstruct the lawful use of the common area by any other person.

- 4.13 The owner or occupier of an erf must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another erf or another person's peaceful enjoyment of the common area.
- 4.14 The owner or occupier of an erf is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

5. Good Neighbourliness

- 5.1 Music volume must be kept at a level that does not annoy neighbours.
- 5.2 Power tools, including lawn mowers, should only be used during 07h00 and 19h00, Monday to Saturday.

No advertisements, exhibits or distribution of marketing materials in the Estate, including door to door sales and advertising signage will be allowed without the prior written approval of the Association.

6. Tenants, Visitors and Employees

- 6.1 The owner must ensure that, when letting or selling his property, he informs the contractors, estate agents, his employees, tenants, visitors and/or the new owner about the Association, the Estate Rules, Architectural and Landscape Design guidelines.
- 6.2 New Homeowners, prospective buyers, estate agents and tenants are equally liable and responsible to obtain and inform all parties concerned of the contents of this document and all applicable rules.
- 6.3 Should a tenant breach the provisions of the Estate rules, the Association may deny the member concerned the right to continue to let his / her property.

7. Animals, reptiles and birds

- 7.1 An owner or occupier of an erf shall be entitled to keep pets on its erf. Not more than 2 (two) pets per erf is allowed.
- 7.2 The keeping of such pets will be subject to the following conditions:
- 7.2.1 An owner or occupier is required to keep their pets within the confines of their enclosed areas, and when taken into the common area must be on a leash or under strict supervision and are not

allowed to foul the Common area. Feces are to be removed by owners or occupier immediately.

- 7.2.2 An owner or occupier shall exercise adequate control over their animals at all times and ensure that they do not disturb / inconvenience other residents;
- 7.2.3 Such further reasonable conditions as the Directors may prescribe.
- 7.2.4 Poultry, pigeons, aviaries, wild animals or livestock are not allowed.
- 7.2.5 Pets are not allowed to roam the streets or any public area. Pets must be walked on a leash in all public areas. Pet owners must remove all pet deposits immediately from all public areas.
- 7.2.6 Stray pets will be handed to the local SPCA.
- 7.2.7 Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the animal to remove it.
- 7.2.8 All animals must be tagged with the owners' name and telephone number.
- 7.3 In the event of any breach of any condition prescribed in terms of this rule the Directors may by written notice request that the animal be removed from the premises.

8. Safety and Security

- 8.1 All vehicles either belonging to residents or rendering a service to residents must use the streets. Riding on the sidewalk or on any public or private open spaces is prohibited. The provisions of the Road Traffic Act of 1996 apply, as well as any Municipal by-laws or Free State Traffic Ordinances.
- 8.2 Weapons of any sort, including but not restricted to firearms, air rifles, crossbow, may not be discharged within the Estate, excluding in exceptional circumstances in legitimate defence of any resident and his family/visitors.
- 8.3 Igniting fireworks in private or public spaces is strictly prohibited.
- 8.4 The Estate may be monitored by security cameras and all residents are responsible for ensuring that their visitors, contractors and employees are safe.

- 8.5 Residents are to note that the perimeter wall serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion into the Estate.
- 8.6 Where the boundary of an erf also constitutes the boundary of the Estate, the owner of that erf shall be obliged to permit the Association to erect upon the boundary of such property a perimeter fence which may be constructed out of balustrades, razor wire, cameras, electrical and/or other equipment as the Association may determine if not already installed. The owner of such erf shall not be entitled to interfere in any manner whatsoever with such fencing and/or equipment. Should the owner wish to erect his own boundary walling he shall be obliged to obtain prior approval from the Association and to erect it at least the same height as the existing fence. The owner shall further be obliged to maintain the fencing thus erected either by the Association or as may be replaced by the owner.

9. Refuse and waste disposal and Environmental Management

- 9.1 The owner or occupier of an erf must not leave refuse or other materials on the common area in a way or place likely to interfere with the enjoyment of the common area by another owner or occupier.
- 9.2 Unless the Association provides some other way to dispose of refuse, the owner or occupier of an erf must keep a receptacle for refuse of a type specified by the Directors in a clean and dry condition and adequately covered in the erf, or on a part of the common area designated by the Directors for the purpose for removal by the Municipality on the designated days as prescribed by the Municipality. In the event that the Municipality does not remove the refuse, the owner must remove it.
- 9.3 Pavements and sidewalks must be maintained by the owners and free of obstruction at all times for pedestrians.
- 9.4 Temporary carports of steel or shade cloth structures and Wendy Houses may only be constructed or placed on a Property with the prior written approval of the Association.
- 9.5 No shade netting or any other covered carports are allowed without the prior written approval of the Association..
- 9.6 Swimming pool water may not be channelled into the street or onto any open land. It must be channelled into the sewer system.

- 9.7 Estate Agents boards are limited to only one “For Sale” sign erected on an erf. Signs directing the public to any properties that are for sale or to rent are not permitted.
- 9.8 Vacant Erven are the owners’ responsibility for clearing the erf regularly. The Association reserves the right to have the land cleared at the owner’s expense should it be necessary.
- 9.9 The owner or occupier of an erf must not, without the Directors' written consent, make a change to the external appearance of the erf or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the erf or the common area.
- 9.10 The owner or occupier of a erf must not, without the Directors' written consent erect washing lines on the common area or display a sign, notice, billboard or advertisement if the article is visible from another erf or the common area, or from outside the scheme.

The owner or occupier of an erf must not, without the Directors' written consent, store a flammable substance in an erf or on the common area unless the substance is used or intended for use for domestic purposes. This rule does not apply to the storage of fuel or gas in the fuel tank of a vehicle, boat, generator or engine; or a fuel tank or gas cylinder kept for domestic purposes.

10. Eradication of pests

- 10.1 The owner of an erf must keep the erf free of wood- destroying insects, including white ants and borer beetles.
- 10.2 The owner or occupier of an erf must allow the Directors, the managing agent, or their duly authorised representatives to enter the erf on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials. The Association may recover the costs of the inspection and replacement referred to in this rule from the owner of the erf.

11. Provision of Services

- 11.1 Electricity, streetlights, sewer and water on the Estate is supplied by the Mangaung Municipality.

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- 11.2 The responsibility in respect of the management, maintenance, upkeep and repair of services lies with the Mangaung Municipality.
 - 11.3 It is the responsibility of the owner to report any repairs or disruption of these services to the Mangaung Municipality.
 - 11.4 The compliance with all laws and regulations of the Mangaung Municipality is the responsibility of the owner.
 - 11.5 To provide water and electricity to Members, The Developer may install pre-paid water and electricity meters to every Property. However, these meters have a limited guarantee from the manufacturers thereof. The Association will replace these meters at its own cost if the meters fail within the guarantee period. Otherwise, the Member must replace them at his cost.
 - 11.6 Only a limited amount of electricity, as determined in the sole discretion of the Association, will be sold to a Member in respect of which the payment of Levies is in arrears for a period of longer than 60 days, until such time as the outstanding Levies have been paid in full.

12. Illegal Substances

Occupiers of units are prohibited from using, selling, possessing any drugs or illegal substances on or from the premises.

13. Insurance and Indemnity

- 13.1 Occupiers of erven are responsible for insuring their own personal effects and cannot hold the Association/Owners responsible for any damage or loss to their property for any reason whatsoever, i.e. burglary, water, fire etc.
- 13.2 The Directors, the Association and each Manager, servant, agent or employee of the Association are hereby indemnified by the Association against any liabilities bona fide incurred by them in their respective capacities in the proper discharge of any of their duties including, without limitation, the costs of defending any proceedings, civil, criminal or otherwise arising out of the due execution by them of their duties, and including all costs, losses and expenses, including travelling expenses which they or any of them may incur or become liable for by reason of any

contract entered into, or any act or due discharge of any of their respective duties.

- 13.3 The Board, the Association, the Directors and each Manager, servant, agent or employee of the Association shall not be liable for the act or omission of the Manager, Auditors for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which monies of the Association are invested. This also applies to monies of the Association which are invested. This also applies to loss or damage arising from the insolvency or wrongful act of any person with whom any monies, securities or effects are deposited. The same applies to any loss or damage occasioned by any bona fide error of judgment or oversight on his part, or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties in relation thereto, unless same shall have occurred as a result of mala fides, breach of duty or breach of trust.

14. Levies

- 14.1 Levies become due from the date of transfer of the erf and are payable monthly in advance on the first day of each and every month.
- 14.2 Levies must be paid in full before a Clearance certificate will be issued by the Association.
- 14.3 Any notice or legal document that must be sent, delivered or served by the Association may be served on the physical address of the erf in the Estate and such erf shall be regarded as the domicilium citandi et executandi of the owner, unless the owner notified the Association per registered mail of another physical address that should be used as domicilium citandi et executandi.

15. Interest and Fine for late payment of levy

- 15.1 All levies are payable on or before the 1 (first) day of each month. In the event of any levy being paid after this date, a fine of R250.00 shall be debited against the account of the owner, which amount, in the absolute discretion of the Association may be adjusted from time to time.
- 15.2 This amount shall be paid to the Association in compensation for the additional work required to administer late or non-payment of levies and will be payable in addition to interest payable on arrears accounts calculated at the maximum interest rate as determined in accordance with the National Credit Act, no 34 of 2005, as amended, from the date that such levy became due until receipt of payment.

Any levy which is outstanding for 30 (Thirty) days or longer, shall be handed over by the Directors or their nominated agents to attorneys for collection. A member is liable for and must pay to the Association all reasonable legal costs and disbursements, on the scale as between Attorney and own client, as taxed or agreed by the member, incurred by the Association in the collection of arrear contributions or any other arrear amounts due and owing by such member to the Association, or in enforcing compliance with these rules, the conduct rules or the Act in addition to interest levied on arrears accounts.

16. Fines for breach of rules

In the event that unit owners or occupiers breach any of the rules, the Directors will be entitled to notify the unit owner and/or occupier to, within 7 (Seven) days after date of notification by the Directors, explain why a fine in terms of this rule should not be levied against such unit owner. If the explanation by the unit owner is not acceptable in terms of this rules in the discretion of the Directors and/or if the unit owner and/or occupier does not reply within the aforesaid 7 (Seven) day period, then the Directors will be entitled to institute the following proceedings:

- (1) On a first breach – a written warning
- (2) On a second breach – a fine of R500.00
- (3) On the third and further occasions – R1000.00

Subject thereto that a fine may not be equal nor more than the applicable monthly levy and which amounts may be adjusted by the Association from time to time and such fines will be added to the levy account of the owner and must be paid within 30 days on which all arrears will be dealt with in the normal way.

17. Illegal Parking

Should any person park on an area designated to another erf or marked as a “No Parking” area, the wheels of that vehicle will be clamped. A fine of R500.00 is payable to the Association for the clamping (R250.00) and the unclamping (R250.00) of such vehicle. No vehicle will be unclamped unless the amount has been paid in full.

Should the clamping and unclamping of a vehicle take place after normal business hours (Mondays to Fridays 08h00 to 14h30) the fine will be R600.00 (R300.00 clamping and R300.00 unclamping).



The Directors reserve the right to adjust these amounts from time to time as they might deem fit.