



APPLEGARTH  
ESTATE

**APPLEGARTH ESTATE OWNERS' ASSOCIATION  
MEMBERS' CODE OF CONDUCT  
JANUARY 2020**

## **TABLE OF CONTENTS**

Clause		Page
1.	INTRODUCTION	3
2.	GENERAL	3
3.	MOTOR VEHICLE REGULATIONS	5
4.	CONTROL OF PETS	6
5.	COMMON AREAS/ROAD VERGE	6
6.	ACCESS CONTROL	7
7.	NUISANCE, DISTURBANCE, NOISE AND LIGHT POLLUTION	8
8.	LETTING	8
9.	NON-COMPLIANCE	9

## **1. INTRODUCTION**

- 1.1 The most effective of all codes of conduct is the time worn phrase: *“do unto others 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 or the 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 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 in fact everybody on 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.
- 1.4 The rules contained in this Code of Conduct are subject to change and can be amended by the Trustees of the Association in their sole discretion from time to time, it being specifically recorded that this is a living document.

## **2. GENERAL**

- 2.1 Members/residents must acquaint themselves with the Constitution of the Association, the Architectural Design Guidelines, the Contractors’ Code of Conduct, and this Code of Conduct. Ignorance of such shall not constitute a reason for non-compliance.
- 2.2 None of the 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 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.
- 2.3 Members must ensure that all persons granted rights of occupancy of their erven are acquainted with and comply with this Code of Conduct.
- 2.4 The erven within the estate are zoned as single residential, hence no business or trade may be conducted on any erf within the estate. 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.

- 2.5 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 the standard building contractor's signboard, details of which are to be obtained from the manager. 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.
- 2.6 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, 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 an 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.
- 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 is linked to the in-house armed response service. Such an alarm system must have the ability to reset itself.
- 2.13 No domestic refuse, garden refuse or refuse containers may be left outside for collection. Council refuse bins will be housed in the refuse room (part of the gatehouse building) and all refuse is to be placed in standard refuse bags within the council bins provided, which will be marked for specific properties. Same will be emptied by Council once a week. 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 vehicle effecting a delivery or transporting persons or equipment to or from an erf shall be the responsibility of the Developer/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 All washing lines, shelters for animals and any other temporary structures must be enclosed and must not be visible from the common areas or from any other point or property in the development.

### **3. MOTOR VEHICLE REGULATIONS**

- 3.1 The speed limit on the estate is 30kph. 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 and quadbikes, which create excessive noise, will not be permitted.
- 3.4 All vehicles must keep to the designated roads and drivers thereof shall observe all the road signs within the estate. In this regard the Members/residents are referred to the presence of the endangered Leopard Toad in this development. Roadsigns will be erected warning drivers to be vigilant and to observe the potential crossing of roads by such.
- 3.5 No vehicles shall be driven in any manner which is considered by security officers and/or the Estate Manager to be dangerous, to create a nuisance or to be unsafe.
- 3.6 No vehicles may be habitually parked in any part of the common area 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 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.
- 3.9 Garage doors should generally be kept closed unless occasional regular access to a garage is required.
- 3.10 Any vehicle parked or abandoned in the common area for a period exceeding two 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.
- 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. Golf Carts are not allowed and can only be used by the estate's security guards.

- 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 three in total, and no more than two of a kind may be kept.

4.2.2 no dogs or any other pets shall 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/resident 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 be kept inside between the hours of 20h00 and 07h00.

4.2.6 screening or other adequate preventative measures must be taken to ensure that dogs do not bark at passers-by.

4.2.7 cats are to be fitted with collars with bells to assist in the protection of birds and other wild life.

4.2.8 dogs and cats must wear identity tags, detailing the telephone number of the 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 resident.

- 4.4 No caged wild birds or animals other than dogs, cats and domesticated rabbits shall be permitted on 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 footpaths and boardwalks, where provided, as far as possible.
- 5.3 No Member/resident shall remove, damage or prune any tree, plant or shrub in a common area.
- 5.4 All Members/residents must maintain the road verge (road reserve directly alongside their erf boundaries) in a neat and tidy state at all times and shall be required to re-instate landscaping to the verge if destroyed or damaged during any form of construction on the property.
- 5.5 Waste skips are strictly prohibited anywhere on the estate unless used during the construction of a dwelling on the property.

## **6. ACCESS CONTROL**

- 6.1 Members/residents may be required to register for the fingerprint recognition system (the “system”) for the access control system installed at the estate.
  - 6.1.1 All Home Owners who are Members of the Applegarth Owners’ Association (AOA), their families and domestic workers are entitled to register on such system.
  - 6.1.2 Home Owners are to request that their tenants are registered on such system but their use is entirely the Home Owner or Member’s responsibility.
  - 6.1.3 The registration and de-activation of users on the system will be entirely under the control of the Estate Manager and users may be de-activated at any time for any reason including security breaches, suspected misuse and administration of the system in which event users will be required to sign in for access to the estate.
  - 6.1.4 The AOA may in their discretion require proper identification, rental agreements and other documents for registration on the system.
- 6.2 Communication from the gatehouse to each home will be by cell phone, telephone and/or intercom.
- 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 A resident may authorise access to a visitor on receipt of a telephone/intercom call from the guard, but if the resident is not available to answer the call, the visitor at the gatehouse will not be permitted entry.
  - 6.3.2 Visitors must be informed in advance that they are required to comply with the Applegarth Estate Code of Conduct.

- 6.4 A Member must notify the Association if he/she/it intends to sell the property owned by him/her/it and must specifically arrange with security to provide for access and show days by Estate Agents.
- 6.5 Long-term contractors, workmen, delivery men, employees and anybody who visits the estate in the course of their work will be supplied by the guard with a permit which must be displayed on their person at all times when they are in the estate. Failure to display this permit may result in the person being banned from the estate.
- 6.6 The Association shall be entitled to do a criminal background check on any employee or contractor employed by Members/residents on a random basis and not as part of any enrolment procedure, the results of which shall be available upon request by a Member.

## **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 before 07h00 or after 20h00 on all other days.
- 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 and 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 prospective tenant and that the tenant is duly registered with and approved by the AOA. Prospective Tenants must complete and submit a Tenant Application form along with a copy of their ID Document / passport signed by the tenant and the Owner and a copy of the lease agreement for approval of the tenant by the AOA, which approval shall not be unreasonably withheld. The approval shall only be valid for the duration of the lease and for a particular property. Tenants shall have to reapply for each new lease signed with a different landlord or a different property.



- 8.3 No leases shorter than 6 months duration will be allowed without prior approval from the Estate Management which approval 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 give notice to the Member/resident concerned to remedy any breach within such period as they may determine and, if such breach is not remedied within such period, to impose the following penalties jointly or individually:
  - 9.1.1 take or cause to be taken such action as they 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; and
  - 9.1.2 impose a fine which is predetermined and published on the website of the Applegarth Estate (which fines are determined by the trustees or the manager in their sole discretion and amended from time to time), 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; and
  - 9.1.3 publish in the Applegarth Estate Newsletter any breach which has failed to be addressed after 30 (thirty) days, given the Association has attempted to and/or has made contact with the Member/resident concerned.
- 9.2 Should the trustees or manager institute legal proceedings against any Member/resident 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 attorney 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 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, the Architectural Design Guidelines, the Contractors' Code of Conduct, or this Code of Conduct, the manager may be approached without prior attempts at settlement between the two parties.