



## ESTATE RULES

### Annexure "B"

#### Contents

1	INTRODUCTION	2
2	USE OF STANDS/RESIDENTIAL UNITS	2
3	ROAD SAFETY RULES	2
4	GOOD NEIGHBOURLINESS	3
5	ENSURING A PLEASING STREETScape	3
6	ENVIRONMENTAL MANAGEMENT	4
7	SECURITY	5
8	FIREARMS & CROSSBOWS	5
9	TENANTS, VISITORS, CONTRACTORS, AND EMPLOYEES	6
10	PETS	6
11	SCREEN- BOUNDARY WALLS AND FENCES	7
12	LETTING OF RESIDENTIAL PROPERTY	7
13	DISTRIBUTION AND DISPLAY OF MARKETING MATERIAL	7
14	SIGNAGE	8
15	CONFLICT	8
16	INTERNAL DISPUTE RESOLUTION PROCEDURE	8
17	PROCEDURES ON PENALTIES	9
18	POWER GENERATING EQUIPMENT	10
ANNEXURE A	COMPLAINT FORM	12
ANNEXURE B	RECORD OF DECISION	14
ANNEXURE C	SCHEDULE OF PENALTIES	16

## 1. INTRODUCTION

- 1.1. The prime objective of the Oceans on 8 Association (hereafter referred to as **ASSOCIATION**) is to promote, enhance and protect the communal interests of its **Members**. To obtain this goal, the residences and facilities are managed by means of the **Estate Rules**.
- 1.2. The **Estate Rules** have been formulated in terms of the Constitution of the **ASSOCIATION** and are binding upon all **Members** and their successors in title, or assignees.
  - 1.2.1. It is the sole responsibility of the **Members** to familiarize themselves with the stipulations of the Constitution of the **ASSOCIATION** and furthermore to ensure that their tenants, visitors, friends, contractors and employees comply with the **Estate Rules**.
  - 1.2.2. General consideration by all residents for the rules and each other will greatly assist in assuring peaceful coexistence in Oceans on 8 Estate.

## 2. USE OF STANDS AND RESIDENTIAL UNITS

- 2.1. A stand may only be used for residential purposes by the Member, his family, or tenants.
- 2.2. A **Member** is not allowed to rezone, subdivide, consolidate or in any way change the utilization of his stand/unit without written approval from the **ASSOCIATION**.
- 2.3. No behavior, which is a disturbance to neighbours or the Estate in general, may be conducted on any stand, unit or communal area. This includes hobbies, crafts, jumble sales or any other act or omission.
- 2.4. No property may be utilized as a commune.

## 3. ROAD SAFETY RULES

- 3.1. The roads inside the Estate are deemed to be private roads and fall under the jurisdiction of the **ASSOCIATION**.
- 3.2. The National Road Traffic Act, 1996 (Act No. 93 of 1996), as amended from time to time and the Regulations made there under, as well as the By-Laws of the George Municipality, shall be used as a guide when enforcing the Estate Rules relating to Road Safety violations.
- 3.3. The following are some of the rules applicable to the street in the Estate:
  - 3.3.1. The streets are for the use of all residents of the Estate, their visitors, contractors, and emergency vehicles.
  - 3.3.2. The speed limit is restricted to 20km per hour (20km/h).
  - 3.3.3. Parking on walkways and pavements is prohibited.
  - 3.3.4. No motorcycles or any other motorized vehicles are allowed on walkways.
  - 3.3.5. Only persons with a valid driving license will be allowed to drive an engine-powered vehicle, motorcycle, and electric car in the Estate.

3.3.6. Parents must oversee the safety of their children on the street of the Estate.

#### 4. GOOD NEIGHBOURLINESS

4.1. The conduct of **Members** must in all respects and always adhere to and advance the objectives and goals of the **ASSOCIATION**.

4.1.1. Domestic activities must always be conducted in a spirit of consideration and respect towards neighbours, the neighbourhood and the Estate as a whole.

4.1.2. Noise Control: the volume of music, musical instruments, partying, social events and general domestic activities of **Members** must always be kept at a level so as not to create a nuisance or disturbance to neighbours.

4.1.3. Subject to Rule 4.1.2, no loud music, party related noise or any other noise related activities that may cause a nuisance or disturbance will be allowed between the times stipulated below:

4.1.3.1. Monday to Saturday from 22h00 to 07h00 the next morning.

4.1.3.2. Sunday – no loud music or noise related activities will be allowed on Sundays.

4.1.3.3. Non-compliance with this rule may result in the issuing of a penalty. **Members** are responsible for ensuring that all their visitors and tenants adhere to sub-rules 4.1.1 – 4.1.4.

4.2. Washing lines must be suitably screened from neighbouring properties.

4.3. Refuse, refuse bins, recyclable bags and garden refuse bags (except on official collection days) and may not be placed on the pavement. Other garden refuse (not placed in the green bags for collection) must be removed on the same day.

4.4. Members must ensure that employees and contractors do not loiter in the Estate. In the event of complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, fairness, and consideration.

4.5. Electric power tools, lawnmowers, edge cutters or similar may only be used between 07h00 and 17h00 on Mondays to Saturdays and approved Public Holidays. No noisy activities are allowed on Sundays.

#### 5. ENSURING A PLEASING STREETSCAPE

5.1. **Members** are responsible for maintaining the areas between the curb and the boundary of their property in a clean and pleasing condition. The **ASSOCIATION** can compel a **Member** or tenant to improve the aesthetic appearance of this area when deemed necessary, at the cost of the **Member**.

- 5.2. Garden fences and/or walls and outbuildings forming part of the streetscape must be regularly maintained and painted where necessary and be in accordance with the **ASSOCIATION** Architectural Guidelines.
- 5.3. No trees, plants, lawns or pathways planted or developed by the **ASSOCIATION** on sidewalks may be damaged or removed or planted without the permission of the **ASSOCIATION**.
- 5.4. Plants, trees and shrubs may not interfere with pedestrian traffic or obscure the vision of motorists. The **ASSOCIATION** will request the owner to clear the obstructive plant material. The **ASSOCIATION** has the right to cut, prune or remove any such plants, trees or shrubs at the owner's cost should the **Member** not adhere to the request of the **ASSOCIATION**.
- 5.5. Plants, trees and shrubs may not interfere with pedestrian traffic or obscure the vision of motorists. The **ASSOCIATION** will request the owner to clear the obstructive plant material. The **ASSOCIATION** has the right to cut, prune or remove any such plants, trees or shrubs at the owner's cost should the **Member** not adhere to the request of the **ASSOCIATION**.
- 5.6. No "Wendy House / Zozo Houses" or similar types of structures may be erected. If a **Member** refuses to remove such structures, the **ASSOCIATION** may remove such structures at the cost of the **Member**.
- 5.7. Caravans, trailers, boats, equipment, tools, engine and vehicle parts, as well as accommodation for pets should not be visible from ground level from neighbouring properties or road(s).

## 6. ENVIRONMENTAL MANAGEMENT

- 6.1. Building material and/or rubble/filling and/or refuse may under no circumstances be dumped or discarded on the common property, including the conservation areas, ponds, parks, roads, sidewalks, or vacant stands.
- 6.2. Flora may not be damaged or removed from any common property.
- 6.3. No declared noxious flora is allowed to grow anywhere on the Estate.
- 6.4. Only approved external lights may be used and must be adequately screened so as not to cause discomfort to neighbours.
- 6.5. **Members** shall maintain a high standard of garden and exterior finishes as well as externally visible interior finishes of their houses; including but not limited to burglar bars and gates, window covers, swimming pools, garden equipment, storage space, etc. Prior written approval from the **ASSOCIATION** must be obtained before a **Member** repaints their house. The colour sample together with the building plans must be submitted to be reviewed.
- 6.6. No poisons are to be used in gardens and Members are encouraged to use environmentally friendly alternatives.
- 6.7. No poisonous chemicals may be discharged anywhere on the Estate.

- 6.8. Any poisonous substances and other chemicals discharged into the stormwater drains will end up in a sensitive nature on the Estate.
- 6.9. No fireworks or any similar types of explosives are allowed to be discharged within the Estate.
- 6.10. No Chinese lanterns to be released on the Estate.
- 6.11. The flying of drones is prohibited.

## 7. SECURITY

- 7.1. Should a **Member** purchase a burglar alarm system for their residence, it may be linked to the security control room if it is compatible with the electronics of the Estate's security system.
- 7.2. No external burglar bars or doors, including but not limited to trellidors, and steel burglar gates, are permitted.
- 7.3. All visitors must always adhere to the security procedures.
- 7.4. All guests and employees are always the responsibility of the registered Owner or Tenant of the residence.
- 7.5. All access gates must be always closed including Erf 827 and Erf 830, it is the responsibility of the residence to make sure the gates close after they have either entered or exited before driving off or a fine can be imposed as per **Attachment C**.
- 7.6. New occupants:
  - 7.6.1. **Members** / Tenants must notify the **ASSOCIATION**.
  - 7.6.2. A change in telephone numbers or other contact details must be reported to the **ASSOCIATION** by means of an email within 48 hours thereof.
- 7.7. No property may be secured with an electrical fence, razor wire or similar fencing during or after the construction period.
- 7.8. **Members** next to the perimeter wall are responsible for keeping overgrowth at least 30cm clear of the electrical fence. Should this not be adhered to, the **ASSOCIATION** will clear such overgrowth at the cost of the **Member**.
- 7.9. **Members** next to the electrified perimeter fence must advise their visitor(s) of the dangers pertaining thereto. No structure, jungle gym, trampolines, etc. may be placed closer than 2 meters to the Estate's security perimeter fence. Storage of any kind within 2 meters of the perimeter fence is strictly prohibited.

## 8. FIREARMS & CROSSBOWS

- 8.1. Discharging of a firearm in a residential area has been outlawed and is thus prohibited within the Estate. Criminal charges will, in all cases of unlawful discharge of a firearm, be instituted.

- 8.2. Discharging of a firearm or a crossbow for recreational purposes is not allowed on the Estate.
- 8.3. Discharging of a firearm for any reason other than self-defense or an emergency, will be met with criminal charges.

## 9. TENANTS, VISITORS, CONTRACTORS, AND EMPLOYEES

- 9.1. The **Member** must ensure that their tenants are acquainted with the **Estate Rules** of the **ASSOCIATION**, and it is the duty of such a **Member** to see to it that their family members, visitor(s), contractors and employees adhere to all rules contained herein.
- 9.2. The **Member** is liable for the conduct of their visitor(s), contractor(s) and employees and must ensure that such parties adhere to the **Estate Rules**.
- 9.3. Should any **Member**, their tenants, family member, visitor, contractor or employee transgress any of the **Estate Rules**, a penalty will be issued, and the **Member** will be responsible for such penalty. A penalty will be automatically levied to the account of the **Member**.

## 10. PETS

- 10.1. The Local Authority By-Laws relating to pets will be used as a guide in addition to the **Estate Rules**.
- 10.2. **Members** may not keep more than two dogs and two cats on their property.
- 10.3. Poultry, pigeons, aviaries, wild animals, or livestock may not be kept on the Estate.
- 10.4. Pets are not permitted to roam the roads and dogs must always be kept on a leash when on common property.
- 10.5. Should any animal excrement be deposited in common property the pet owner is responsible for the immediate removal thereof.
- 10.6. Every pet must be microchipped, the chip indicating the name, contact numbers and address of its owner. All pets must have proof of compulsory inoculations. We encourage **Members** to have their pets sterilized.
- 10.7. Unidentifiable pets will have to be impounded and handed to the SPCA or other relevant authorities until such time as the owners can be allocated.
- 10.8. The **ASSOCIATION** reserves the right to address issues relating to a pet should it become a nuisance.
- 10.9. **Members** are requested to resolve any issues with regard to pets that cause a nuisance. Should the problem persist and not be resolved, the **ASSOCIATION** will instruct the **Member** to remove their pet.

## 11. SCREEN- BOUNDARY WALLS AND FENCES

- 11.1. Construction of screen- and boundary walls form an integral part of the construction work done on a stand and is consequently subject to the approval by the **ASSOCIATION** in accordance with the Architectural Guidelines.
- 11.2. All screen- and boundary walls, fences, hedges and pavements must at all-time be maintained in a neat and tidy state. No alternative barriers may be placed on palisade / boundary walls.
- 11.3. **Members** shall take the necessary steps to ensure that the security fence / wall surrounding the Estate is not damaged and/or removed.
- 11.4. No **Member** may substitute or alter the existing fence / wall surrounding the Estate.
- 11.5. No sign (for advertisements, show houses, businesses or any other sign) are allowed to be fixed against or on top of the security fence / wall or displayed over it.

## 12. LETTING OF RESIDENTIAL PROPERTY

- 12.1. **Members** shall notify the **ASSOCIATION** in advance when letting a property and shall furnish the necessary information regarding their tenant to the **ASSOCIATION**. It is the **Member's** obligation to ensure that their tenant registers at the Estate office prior to occupation.
- 12.2. The **Member** must ensure that their tenants are acquainted with the **Estate Rules** of the **ASSOCIATION**, and it is the duty of such a **Member** to see to it that their tenants adhere to all rules contained herein.
- 12.3. Where tenants continuously breach the **Estate Rules** the **Member** can be requested to terminate the lease agreement and/or be held liable for the maximum penalty allowed under the **Estate Rules**. **Members** must ensure that this clause is written in the Lease Agreement.
- 12.4. Letting residential properties shorter than three calendar months at any given time, must not affect the security of the estate. If at any time it becomes a security risk, the HOA can give written notice to stop short-term rentals of less than 3 calendar months.

## 13. DISTRIBUTION AND DISPLAY OF MARKETING MATERIAL

- 13.1. The door-to-door distribution of leaflets, brochures or any marketing material is not allowed in the Estate. Furthermore, said material may not be distributed at the entrance gate.
- 13.2. Estate Agents and **Members** are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of the **ASSOCIATION**. There is a limit of two sign boards per house, and no "sold" boards are allowed.

## 14. SIGNAGE

### 14.1. Marketing

14.1.1. A visual sample of the proposed marketing board must be submitted to the **ASSOCIATION** for approval and stipulated conditions for display.

14.1.2. The **ASSOCIATION** reserves the right to request the removal of the sign at any time.

### 14.2. Estate Agents - "For Sale" / "Show House" / "To Let"

14.2.1. Only on days of a Show House will the Agent be allowed, subject to application, specified conditions and prior approval, to put up an "On Show" sign outside the property with direction indicator boards.

14.2.2. Signs may be put on display the morning of the Show House and be removed the same day after the Show House has taken place.

14.2.3. Estate Agents must follow the protocol with regards to Accreditation Process as well as the Show House Application and abide by the conditions thereof.

## 15. CONFLICT

15.1. The **ASSOCIATION** must ensure that the **Estate Rules** are not in conflict with the Constitution.

15.2. Company and in the event of a conflict the Constitution will have precedence. The **ASSOCIATION** will be obliged to amend the **Estate Rules** to align it with the Constitution.

## 16. INTERNAL DISPUTE RESOLUTION PROCEDURE

16.1. The ASSOCIATION is entitled to aid parties involved in disputes that disturb the harmony of life in the Estate or threaten its good governance.

16.2. The internal dispute resolution process is designed to settle disputes that arise when Members are:

16.2.1. subjected to nuisance and other breaches of neighbour law; and

16.2.2. consider that they are prejudiced by the **ASSOCIATION**, its Trustees, Members or other residents who have not complied with the reasonable requirements of the scheme's governance documentation.

16.3. The internal dispute resolution procedure of the ASSOCIATION is as follows:

16.3.1. The procedure cannot be used for any claim for compensation on account of an alleged personal injury or economic loss suffered.

16.3.2. The complainant must complete the prescribed Complaint Form, Attachment A hereto, substantially in accordance with the form attached and deliver a copy to the HOA. The HOA will then deliver a copy to each person against whom the complaint has been made.

16.3.3. The HOA will consider the complaint as soon as reasonably possible and if the dispute is not settled or withdrawn in the interim, within 14 days after the Complaint Form has been delivered to all the parties, they will convene a meeting to try and resolve the dispute.



- 16.3.4. A party to the dispute may appoint a representative to act or appear for him or her at the meeting.
- 16.3.5. At the meeting, the parties must attempt to resolve the dispute and the HOA or appointed grievance sub-committee must then record, on a Decision Record Form, **Attachment B** hereto, substantially in accordance with the form attached:
- 16.3.5.1. the issues on which the parties agreed.
  - 16.3.5.2. those issues where no agreement could be reached; and
  - 16.3.5.3. their decision as to what action, if any, they consider appropriate for the **ASSOCIATION** to take in accordance with the law.
- 16.3.6. The HOA or grievance committee must deliver the Decision Record Form to all the parties concerned and ensure that the action decided upon is taken.

## 17. PROCEDURES ON PENALTIES

- 17.1. Any person contravening a provision of the **ASSOCIATION Estate Rules** may be liable to a penalty as determined by the Trustees from time to time.
- 17.2. A penalty must be paid within 21 working days at the **ASSOCIATION** office.
- 17.3. A penalty that has not been paid within 21 working days shall automatically be debited to that **Member's** monthly statement and it will be payable in the normal manner on the first day of the next month in which the penalty was imposed.
- 17.4. A person who is aggrieved by the penalty may lodge in writing their grievance with the **ASSOCIATION** within 21 working days of the date upon which the penalty was issued, and lodge in writing their grievance with the **ASSOCIATION**.
- 17.5. A person who is not satisfied with the decision of the **ASSOCIATION** may appeal in writing to the HOA, within 7 working days. The decision of the HOA is final.
- 17.6. The Trustees may appoint Security Officers / **ASSOCIATION** to enforce the **Estate Rules** and issue penalties in upholding the **Estate Rules**, Architectural Guidelines and/or the Owners and Contractor Code of Conduct.
- 17.7. These rules also apply to contractors and/or visitors who enter the Estate.
- 17.8. A contractor who fails to pay a penalty may have their registration and access to the Estate suspended.
- 17.9. A visitor who fails to pay the penalty may be refused access to the Estate.
- 17.10. A schedule of penalties, **Attachment C** hereto.

## 18. POWER GENERATING EQUIPMENT

- 18.1. The use of silent generators, uninterruptable power supply (UPS) devices, inverters, solar panels, or any combination thereof are preferred as alternative power sources, and residents

are urged to utilize these varieties of alternative power sources as opposed to the installation of normal generators.

- 18.2. Generators shall only be run during electricity outage periods and not between 22h00 and 07h00, Monday to Saturday, and not on Sunday.
- 18.3. Whether installed internally or externally, adequate precautions shall be taken to ensure health and safety issues are addressed, including toxic fumes.
- 18.4. The aesthetics of the Estate must not be adversely affected.
- 18.5. The noise level experienced at a neighbour's boundary must be not higher than 50 dbs.
- 18.6. The owner installing the generator must accept an inconvenience to himself to limit inconvenience to his neighbours.
- 18.7. Signed consent by all surrounding neighbours must be obtained before installing a generator. Generators may be installed subject to the following: -
  - 18.7.1. A resident installing a generator must show consideration towards his neighbour with respect to aesthetics and noise.
  - 18.7.2. Generators may only be installed within the property and shall be placed as unobtrusively as possible in respect of both roadside aspects and potential impact on neighbouring properties.
  - 18.7.3. The generator shall be enclosed in aesthetically approved acoustic housing.
  - 18.7.4. The installation must be done by a registered electrical contractor.
  - 18.7.5. Where a generator is connected to the main electrical distribution board in the home through an automatic changeover switch the timer shall be set to ensure that the generator does not run between 22h00 and 07h00, Monday to Saturday. Furthermore, during periods when the house is unoccupied, the automatic changeover switch must be disabled.
  - 18.7.6. The decibel level of a generator shall be in accordance with the Provincial Noise Control Regulations Act (NOISE CONTROL REGULATIONS Environment Conservation Act, 1989 (ACT 73 of 1989) PN 24 of 1998. If the HOA receives a complaint regarding the noise level of a generator the HOA will request from the owner of the generator to obtain a decibel reading from a qualified person utilizing a calibrated decibel meter.
  - 18.7.7. A generator may only serve as an emergency back-up and shall therefore operate only during power failures or outages and shall not be operated between 22h00 and 07h00 – provided that it shall be permissible to operate a generator for a period not exceeding 15 minutes immediately following the end of a power-failure or outage period, or for such a period when the generator needs to be run to check operability in accordance with good maintenance practice.



**Complaint Form**

**Details of the person making the complaint:**

Full Names:
Address:

Which type are you? (Tick **one** box) **TYPES:**

1. Member       2. Tenant   
3. Another resident       4. ASSOCIATION Management

**Details of the person(s) you are making the complaint against:**

Person(s) name(s)	Type No.	Address (include unit number, if applicable)

**Details of the relevant Rule, section of the Act or Regulation:** Identify which provisions(s) is/are apparently being breached or not being complied with

--

**Details of complaint/alleged breach:** Describe what the breach is about, including dates and times

--

**Self-help action taken:** What has been done to try to resolve this complaint? Please describe what you have done, who you have talked to and what they offered to do

**Proposed solution or action:** What remedy are you requesting? How do you want the problem to be solved?

**Declaration and Signature of Complainant:**

I declare that the above information is true and correct to the best of my knowledge. I agree that the information in this form may be used or disclosed by the Association to process and resolve this complaint.

Date:

**The complainant must deliver a copy of this completed and signed form to the Association and must keep a copy and proof of delivery.**

**Delivery method:**

**By post (name and postal address):**

**In person by:**

**Contact telephone number for complainant(s):**

**Contact email address for complainant(s):**



**Record of Decision by  
Oceans on Eight**

<b>To:</b> (person/s that made complaint and person/s who allegedly committed breach)	
Person/s name/s	Address:
<b>Description of Complaint:</b>	
<b>Outcome of Internal Dispute Resolutions Meeting:</b>	
<b>Decision of the Association:</b>	

<b>This notice is served by:</b>	<b>Signature of person representing the Association:</b>
<b>Printed name:</b>	<b>Position:</b>

**Important notice:** If any party to this dispute is not satisfied with the decision, that party can make an application to the Community Schemes Ombud Service.

## Attachment C



### Schedule of Penalties

Description of Offences	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence
Motorcycle / Unlicensed motorized vehicle	500.00	1000.00
Underage Drivers	500.00	1000.00
Speeding	Warning	500.00
Reckless Driving	500.00	1000.00
Not confirming the gate has closed before leaving	Warning	500.00
Problem domestic animals (noise, etc.)	Warning	500.00
Construction personnel outside demarcated boundaries	500.00	1000.00
Domestic animals not on a leash on common property	Warning	500.00
Operating plant outside boundaries of the site	1000.00	2000.00
Oil leaks	300.00	600.00
Washing of paint brushes in uncontrolled manner	300.00	600.00
Discharge of cement or concrete in an uncontrolled manner	1000.00	2000.00
Spillage of materials	1000.00	2000.00
Littering	300.00	600.00
Damage to Fauna & Flora	300.00	1000.00
Erosion Damage	Min 1000.00 max dependent on severity, being determined by a qualified person.	
Dumping	1000.00	2000.00
Unnecessary noise or unsocial behaviour	300.00	600.00
Unauthorized work after hours	500.00	1000.00
Making of Fires	500.00	1000.00