

SUGARBUSH NATURE ESTATE

(Sugarbush Estate

Extension 2, 7, 8 and 9)

Code of Conduct

1. INTRODUCTION:

Sugarbush Nature Estate has been designed to provide a pleasant, high quality and secure lifestyle for the residents of **Sugarbush Nature Estate**. To protect and enhance this lifestyle, the Code of Conduct has been established in terms of the Statutes of the Association. It is binding on all people residing at or visiting **Sugarbush Estate Extension 2, 7, 8 and 9 Township**, as are decisions properly taken by the Board of Control (Directors) in administering them. The registered owners of properties are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees are aware of, and abide by, the Code of Conduct. Tenants have the same responsibility with respect to their households, visitors' invitees, and employees. The Code of Conduct may be modified, amended, or repealed from time to time subject to the procedure laid down in the Statutes, which vests the ultimate acceptance of the Code of Conduct in the hands of the general body of members of the **Sugarbush Estate Home Owners Association (HOA)**.

2. GENERAL:

- 2.1. In the Code of Conduct, unless it appears to be different, either expressly or by necessary implication, the words and expressions as defined in the Statutes of the Association shall have the same meaning in this Code of Conduct as in the Statutes.
- 2.2. Unless otherwise stated any words in the singular shall include the plural number and vice versa, and words importing any one gender only shall include the other gender as well as juristic persons.
- 2.3. In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:
 - 2.3.1. The Home Owner Association means the **Sugarbush Estate (HOA)**, which is constituted and has been established by the members as an NPC.
 - 2.3.2. The Common *Area* means the land owned by the Association in **Sugarbush Estate** and will include all services (whether Municipal or otherwise) constructed within the Common Ground.
 - 2.3.3. *Member* means a member of the HOA. The term *Member* generally has the same meaning as *owner*, but is more exact and ties in with the Statutes. For this reason, *Member* is used in preference to *homeowner* or *owner*.
 - 2.3.4. *Directors* mean the Board of Directors, which acts on behalf of the HOA.



2.3.5. *Vehicle* means any form of conveyance, whether self-propelled, or drawn by machine, animal, or human agency.

- 2.4. No business or trading activities may be conducted on any property within the estate without the prior written consent of the Directors. The grant or withdrawal of such consent and the conditions attached thereto shall be entirely at the discretion of the Directors. 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.
- 2.5. No sign, notice, board or advertisement of any kind may be placed on the common area or in the vicinity of any property 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) in respect of activities relating to the sale and development of Erven or to the Association as such.
- 2.6. No firearm, pellet gun, catapult, bow and arrow or any other weapon may be used on or near the estate.
- 2.7. Littering of any kind in the common area, including the disposal of cigarette stubs, is strictly prohibited.
- 2.8. No fires of any kind are permitted anywhere on the estate except at an indoor fireplace or an indoor/outside braai area.
- 2.9. No invasive alien vegetation is allowed on the estate. Where a member / resident fails to remove such vegetation the HOA will be entitled to remove it at the cost of the member concerned, and the employees or agents of the Association will have free and unrestricted access to the property concerned for this purpose.
- 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 without the prior written consent from the manager which he may decline in his absolute discretion.
- 2.12. No burglar alarm may be operated on the estate unless it is linked to an armed response service, which has the ability to disarm it.
- 2.13. No domestic refuse, garden refuse, or refuse containers may be left outside for collection other than on the scheduled day(s) for collection.
- 2.14. All damages caused within the estate by a vehicle affecting a delivery or transporting persons / equipment to or from a property shall be the responsibility of the member / resident concerned.



No occupation of any mobile home or caravan on the estate will be allowed.

3. GOOD NEIGHBOURLINESS:

- 3.1. Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions and jumble sales.
- 3.2. The volume of music or electronic instruments, partying and the activities of domestic help should be kept at a level so as not to create a nuisance to neighbours. From 21:00 on Monday – Thursdays and Sundays and From 22:00 on Fridays and Saturdays there must be no noise disturbance by occupants.
- 3.3. The mechanical maintenance, and the use of power saws, lawn mowers (electric mowers are preferred), should only be undertaken between the following hours:

Monday – Saturday	May - August:	07:30 - 18:00
	September - April:	07:00 - 19:00
- 3.3.1 The use of generators:
Residents need to obtain written permission from the Association to install generators or gas appliances and submit a certificate of compliance after installation.
- 3.3.2 Petrol/Diesel generators may only be used during load shedding periods and area power outages. Residents are prohibited from using petrol/diesel type of generators whilst there is power supply in the community/estate/area.
- 3.4. Washing lines should be screened from neighboring properties.
- 3.5. Refuse, refuse bins, (except on official collection days), garden refuse and refuse bags may not be placed on the pavement. Garden refuse should be removed on the same day.
- 3.6. Advertisements or publicity material may not be exhibited or distributed unless the consent of the HOA has been obtained.
- 3.7. Owners must ensure that domestic workers and other employees do not hang around on the Estate and specifically not at any prominent places such as at the gates, road circles, streets etc.
- 3.8. In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbors, the procedure shall be as follows:
 - 3.8.1. Written submissions will be made by the parties involved in the dispute to the Directors;



- 3.8.2. The Directors may, at their sole discretion, decide as to whether the Directors will arbitrate on the matter or not;
- 3.8.3. In the event that the Directors are of the view that they are entitled to arbitrate on the matter, the decision of the Directors shall be final and binding in respect of the resolution of the dispute;
- 3.8.4. In the event that the Directors are of the view that they are not prepared to arbitrate in the matter, the Directors may either:
 - 3.8.4.1. Inform the parties involved that the Directors are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and / or by legal action and / or arbitration;
 - 3.8.4.2. The Directors may refer the matter to an independent arbitrator, at the Directors' discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties involved in the dispute;
 - 3.8.4.3. In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award regarding legal costs.
- 3.8.5. No party and / or resident shall have any claim of whatsoever nature for damages against the HOA because of a decision taken by the HOA regarding the interpretation of these rules.

4. MOTOR VEHICLE REGULATIONS:

The streets of **Sugarbush Nature Estate** are for the use of all residents, whether it be on foot, roller-skate, bicycle, motorcycle, trucks, delivery vans, busses or cars. Please note that cars are considered part of the street environment, but not necessarily the dominating factor. All roads on the Estate are subject to the relevant road traffic ordinances or by-laws.

- 4.1. The Board of Directors may by means of appropriate signs give directions to the use of roads or driveways or any portion thereof as it in its discretion, provided that such signs shall insofar as possible be in accordance of the Gauteng Road Traffic Ordinance.
- 4.2. The speed limit is restricted to 40 km per hour, throughout the Estate.
- 4.3. The Gauteng Provincial Road Traffic Ordinance regarding road and street usage will apply to ensure the safety of all residents.
- 4.4. Maximum loading of 8 tons per axle is permitted in and on the Estate roads.
- 4.5. No person shall drive any vehicle at any place within the Estate unless he is the holder of a valid, current license, which would permit him to drive such vehicle upon a public road.



- 4.6. No person shall use any road or driveway within the Estate in such a way that it constitutes a danger or nuisance to any other person, animal, or property within the Estate.
- 4.7. No person shall drive any vehicle in the Estate while he is under the influence of alcohol or any drug, which may affect his ability to control such vehicle.
- 4.8. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety.
- 4.9. Engine powered vehicles, e.g. cars and motorcycles are permitted to drive on the streets of the Estate only. Parks and pavements are off-limits. Only licensed drivers may operate and drive engine- powered vehicles in the streets or anywhere else on the Estate.
- 4.10. Parking on sidewalks and in the streets opposite traffic islands is prohibited.
- 4.11. Pedestrians will frequently cross streets at designated crossings on the Estate and have the right of way. Motorists are reminded always to approach crossings with caution.
- 4.12. The use of motorcycles or other vehicles with noisy exhaust systems may be prohibited by the HOA.
- 4.13. Motorcycles and / or skateboards are not allowed on walkways or jogging paths.
- 4.14. Residents should report the registration number of any vehicle that they consider contravenes the Gauteng Provincial Road Traffic Ordinance, the HOA rules, regulations, i.e. speeding, not obeying road signs, and any other contravention to the Estate Manager.
- 4.15. Repairs to and reconditioning of vehicles on the property is not permitted within the Estate except in cases of emergency and then only with the consent of the Board of Directors.
- 4.16. Motor vehicles may only be washed within yard areas.
- 4.17. The HOA will have the sole discretion to issue spot fines to any damage made by any vehicle and / or person or violation of any of the condition of the Code of Conduct. The amount of the spot fine will be determined by the seriousness of the offence.

5. CONTROL OF PETS:

- 5.1. The Local Authority by-law, relating to pets will be strictly enforced.
- 5.2. Residents may not keep more than two dogs or two cats on their property without the written permission of the HOA.



- 5.3. Poultry, pigeons, aviaries, wild animals, or livestock may not be kept on the Estate.
- 5.4. Pets are not permitted to roam the streets and dogs must be kept on a leash in all areas at all times.
- 5.5. Should animal excrement be deposited in a public area the pet owner shall be responsible for the immediate removal thereof.
- 5.6. Every pet must wear a collar with a tag indicating the name, telephone number, and address of its owner. Stray pets without identification tags will be apprehended and handed to the SPCA.
- 5.7. Member's or residents barking dogs may not be a nuisance or disturbance to any other residents.
- 5.8. Preventative measures must be taken to ensure that dogs do not bark at passersby.
- 5.9. The HOA reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.
- 5.10. A penalty fine will be imposed by the HOA should any pet be apprehended, be found not on a leash.

- 5.10.1. First offence R300-00 (Three Hundred Rand)

- 5.10.2. Second offence R500-00 (Five Hundred Rand) And
R1 000-00 (One Thousand Rand) each time thereafter.

The HOA reserves the right to amend penalties from time to time. Fines will form part of the monthly levy.

- 5.11. No person shall, without reasonable cause
 - 5.11.1. Set a dog on any person or property, or
 - 5.11.2. Permit any dog under his supervision or in his custody to attack or terrify any person, animal or bird, or
 - 5.11.3. No person shall keep a dog that creates a disturbance or nuisance, or
 - 5.11.4. Suffering from a contagious disease.
- 5.12 The slaughtering of any animals for cultural or religious purposes is subject to the following:



- 5.12.1 At least two (2) weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the trustees for approval;
- 5.12.2 The date and time of the proposed slaughter;
- 5.12.3 type of animal to be slaughtered;
- 5.12.4 The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering;
- 5.12.5 Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering, and that remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering;
- 5.12.6 A notice from the local authority must accompany the notice confirming that all by-laws with regards to the ritual or cultural slaughter have been/will be complied with;
- 5.12.7 A certificate from the Society of the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during the slaughter;
- 5.12.8 Notice must be given to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the trustees;
- 5.12.9 Failure to comply with the requirements set out above will entitle the Body Corporate to prevent the act of ritual or cultural slaughtering from taking place on the premises, or penalizing the owner with a fine.

6. PUBLIC OPEN SPACE (P.O.S.):

Numerous open areas have been provided within **Sugarbush Nature Estate** to enhance the residents' lifestyle. All owners and their visitors should leave public open spaces as clean as or cleaner than they have found them. Picnics may be allowed in designated areas only, and the lighting of fires or braais may be restricted.

- 6.1. No member / resident, visitor, employee, contractor or agent may collect or remove anything from the common area including but not limited to wood, stones, flora, or fauna. No person may pick up or uproot any indigenous plant, or approach, disturb or kill any animal or bird.



- 6.2. No member / resident shall dam or alter the flow of any watercourse, spring or stream (if any) within the common area or on any property such as would result in a nuisance or in loss or damage to any other property or to the common area.
- 6.3. No plants, shrubs, or trees may be removed and the trapping of birds and other animals is not permitted.
- 6.4. Playground equipment where provided is to be treated respectfully and confined to children under the age of 12 years. Notices regarding this as well as park rules and regulations are prominently displayed.
- 6.5. No dumping from existing homes will be allowed on the public open space under any circumstances.
- 6.6. Residents and visitors are to report immediately to the Estate Manager and / or the Security Manager or any of the Directors, where residents, their visitors, employees, or contractors or their workers are seen tampering with the flora and fauna in the **Sugarbush Nature Estate**.
- 6.7. Where persons are caught interfering with the flora and fauna by the HOA the owner of the stand concerned will be responsible to pay a fine of R1 000-00 (One Thousand Rand). These amounts will form part of the levy and will become due and payable with the levy, irrespective of whether such offence was carried out by themselves, their children, other members of their family, their domestic employees or any other employees, their visitors, or their contractor's employees.
- 6.8. All owners, their families, employees, contractors, tenants and visitors must adhere to the environmental management program as issued by the developer initially and amended from time to time by the Directors.
- 6.9. Owners are encouraged to ensure that their builders create screening between the stands, roads and the parks when constructing the dwellings, any renovations, or extensions. The builders will be responsible for cleaning up paper and other rubbish that finds its way into the park, roads or adjoining stands.

7. ACCESS CONTROL & SECURITY:

The security guards are doing a difficult job. The security guards or their services may not be abused.

- 7.1. Security protocol at the gate must be always adhered to. Under no circumstances may residents or any person other than the security personnel or Directors be allowed into the Gate House.
- 7.2. The ID card system for stand owners, residents, permanent workers, temporary workers, and contractor representatives must be conscientiously enforced by every owner with respect to people in his / her employment.



- 7.3. All owners must request visitors to adhere to security protocol and residents are requested to always treat the security personnel in a cooperative manner.
- 7.4. All owners must ensure that contractors in their employment adhere specifically to the security stipulations of the Contractors' Code of Conduct.
- 7.5. All attempts at burglary or instances of fence jumping should immediately be reported to a member of the security staff and / or Security sub-committee.
- 7.6. Security is an attitude. Be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious people who are not displaying formal ID cards.
- 7.7. Communication from each property to the gatehouse will be by telephone. Members / residents may be required to install a dedicated facility / service to support this function, at their own cost.
- 7.8. Members / residents may have their access cards temporarily invalidated if their levy and / or all other amounts owing to the Association are in arrears. Members / residents will have to sign in as visitors until such amounts owing is brought up to date.

NOTE: We advise all residents to install a home security system as soon as possible after taking occupation of their homes, and to link the system to the response system at the security guard house, or as designated by the HOA from time to time.

- 7.9. Should residents purchase a burglar alarm system for their residences, they are required to be compatible with the electronics of the Estate security system.
- 7.10. The estate will be manned by security 24 hours a day and patrolled on a random basis.
- 7.11. The security center at the gatehouse should be advised in advance of pending arrival of visitors where possible, details of vehicle registration numbers and property to be visited should be provided.
- 7.12. New occupants (owners / residents) must advise the Security Supervisor on duty of their home telephone / cellular phone numbers, stand no and address to enable Security to make telephone contact for permission to allow visitors to residence.
- 7.13. No property may be secured with razor wire or similar fencing during or after the construction period.
- 7.14. Residents on the perimeter wall are responsible for keeping any overgrowth clear of the fence.
- 7.15. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.
- 7.16. No residents may issue instructions to Security Personnel.



- 7.17. Access cards may not be utilized by anyone other than the homeowner and registered user, nor may they be loaned to other persons.

8. LETTING AND RESELLING PROPERTY:

The concept of this Estate imposes certain restrictions on the way estate agents may operate the rein. To ensure that the rules applicable to **Sugarbush Nature Estate**, which regulate property ownership and occupation of the premises on the Estate are made known to new residents, the following rules relating to the resale or letting of property shall apply.

- 8.1. Should an owner want to sell or lease his property, only the owner or an accredited estate agent may be selected to manage the sale or lease.
- 8.2. The accredited agent and the owner must ensure that the buyer and / or tenant receive a copy of these House Rules. These rules should be attached as an annexure to any deed of sale or lease agreement.
- 8.3. A clearance certificate should be obtained from the HOA at a cost prior to any transfer of the property.
- 8.4. Under no circumstances will granny flats be sublet.
- 8.5. No property may be let or utilized for the purpose of a commune.
- 8.6. Agents may only operate on a "by appointment" basis and must personally accompany a prospective purchaser or lessee. Agents are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of the HOA.

8.7. LEASE

- 8.7.1. The Lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.
- 8.7.2. Where tenants continuously breach the rules of the Estate the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under these rules. This clause should be written into the lease agreement.

9. NON –COMPLIANCE:

- 9.1. For the enforcement of the provisions of this Code of Conduct or the provisions of the Statutes generally the Directors or the manager may:
- 9.1.1. Give notice to the member / resident concerned to remedy any breach within such period as they may determine;
- 9.1.2. 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

- 9.1.3. Impose a fine in an amount determined by the Directors or the manager in their sole discretion on the member / resident concerned, which amount shall be a 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.
- 9.2. Should the Directors 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. Interest will be debited on all overdue accounts at prime plus 4% per annum.
- 9.3. In the event of any breach of this Code of Conduct or of any of the Provisions of the Statutes by any person residing on a member's property or his guest, employees, contractors or agents, such breach shall be deemed to have been committed by the member himself, without prejudice to a foregoing. The Directors or manager may take steps against the person committing the breach, in addition to any action which might be taken against the member concerned.
- 9.4. Complaints relating to the behavior of another resident are to be lodged with the manager in writing, if the complainant has first attempted to settle the matter amicably with the other party. In the case of a serious contravention of the Statutes, the Building and Landscaping Guidelines or this Code of Conduct, the manager may be approached without prior attempts as settlement between the parties.

10. ENVIRONMENTAL AND AESTHETIC APPEARANCE:

The collective pride we have in our Township depends to a considerable extent on the contribution made by every owner to creating and maintaining a pleasing appearance of his or her property and thereby to the Township as a whole.

- 10.1. Every owner has a responsibility to the community to maintain the pavement area between the road kerb and the boundary of his property, which includes watering of any lawn, trees, plants, and shrubs planted by the HOA on the pavement area. If the HOA incur any costs in respect of the watering of such plants, such costs will be added to the Owner's levy bill.
- 10.2. No trees, plants or pavement lawn may be removed without the permission of the HOA, and if the pavement lawn, trees and/ plants are damaged in any way including as a result of building activity it is the owner's responsibility to reinstate the lawn area to the satisfaction of the HOA. Any damage repaired / reinstated by the HOA will be for the owners account, the cost of such reinstatement will form part of the levy payable during the month of such reinstatement. The same rule as above applies to all parks and common property areas.



- 10.3. Planting by owners on the pavement areas should not interfere with pedestrian passers-by or obscure the vision of motorists. Indigenous trees are the preferred plants to be planted.
- 10.4. Building materials, rubble or other refuse must not be dumped on pavement areas, vacant stands or public areas under any circumstances. Builders will be required to screen the building site from individual properties and the street with screening to be determined by the HOA.
- 10.5. The house, garden walls and outbuildings must be maintained and painted to the satisfaction of the HOA.
- 10.6. If the above requirements have not received satisfactory treatment or attention, after written notice has been given the HOA, reserves the right to undertake the necessary work at the owner's expense, and such costs will form part of the levy in the month of debiting.
- 10.7. Owners must ensure that declared noxious flora is not planted or allowed to grow in their gardens or on pavement areas.
- 10.8. A particular appeal is made to owners and others to leave any public areas they may visit in as clean a condition as was found and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.
- 10.9. Fauna of any nature may not be chased or trapped in any area, be it by people or animals. Flora may not be damaged or removed from any public area.
- 10.10. Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA. If not so cleaned or cleared, the HOA reserves the right to have the stand cleaned at the owner's expense without notice, which costs will form part of the levy in the month it is debited. The HOA will make separate arrangements with the Estate developer from time to time.
- 10.11. Veldt grass is to be cut by owners of vacant stands in January, April and October of each year, failing that the HOA reserves the right to cut the veldt grass in February, May and November respectively without giving written notice, the cost being for the owners account and form part of the levy. This is a Municipal by-law and should be carried out three times a year. Firebreak inspections are carried out in May of each year.
- 10.12. It must be clearly noted that the use of open space areas, dams, parks, playground equipment and other Featherbrooke Reserve facilities is made entirely at the owners, residents, visitors or others' own risk, with the HOA disclaiming any responsibility.
- 10.13. Residents are urged to report to the Sugarbush Nature Estate's Office any incidents of builders or others littering or dumping rubbish / rubble where not permitted and / or on vacant stands.

11. SOCIAL & MARKETING:

One of the objectives of the HOA is to create a community spirit that is conducive to family life. Functions may be arranged from time to time to promote this. Children's



functions such as Easter, Halloween, and a Christmas Party may be arranged annually. In addition, other functions for adults and children may be organized at which a nominal fee is levied to cover costs. It is not intended to organize functions for profit-making purposes. Should residents wish to assist in organizing a function they should contact the relevant director or the manager.

12. ADMINISTRATION:

- 12.1. Levies become due from the date of transfer of the property or stand and are payable **monthly in advance on the first day of each month.**
- 12.2. Clearance certificates, issued by the HOA, will not be issued to affect a transfer until the seller's levies including all monies and interest owing, together with three months advance levies are fully paid up. Purchasers of homes / properties in Close Corporations should exercise caution in taking transfer of members interests as any arrears levies will become the responsibility of the new member / s and the under mentioned rules and regulations will then apply to the new owner / s.
- 12.3. Interest will be charged on all accounts in arrears at prime plus 4%.

