

# *Tierboskloof*

## CODE OF CONDUCT - ANNEXURE C

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***Annexed to and fully incorporated with the Constitution of the  
Tierboskloof Homeowners' Association as Annexure "C"***

# Tierboskloof

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The Tierboskloof Homeowners' Association (Excom) is an association of all the registered purchasers of free hold property in the gated community known as Tierboskloof, situated in Hout Bay (the Estate)

The Association (Excom) and its operations is legally bound by its Constitution which stipulates all definitions, procedures and regulations for the proper management of the Estate. Every member (Owner) should ensure that he or she is given a copy of the Constitution when purchasing a property on the Estate.

In terms of the Constitution, the Executive Committee (Excom) shall ensure that the provisions of this Code of Conduct are complied with.

In the event of a dispute between owners/residents related to matters contained herein, which owners/residents are unable to resolve; such dispute may then be referred in writing to Excom by any owner/resident for mediation. Excom will do all possible to mediate a resolution. If the mediation is unsuccessful they will play no further role and the parties will be left to their rights according to common law.

Truly harmonious community living can only be achieved when homeowners and residents use and enjoy both their own properties and the communal areas, in a manner which respects and considers the rights of everyone else lawfully on the Estate. Respect and general consideration for other residents on the Estate will be exercised at all times. Any conduct that violates this rule is unacceptable.

The rules and behavioural guidelines contained in this Code of Conduct, once ratified by Excom, are binding upon all homeowners, occupiers, tenants and in fact everyone on the Estate. Owners/residents shall be solely responsible at all times for the actions of their families, tenants, visitors, guests, delivery-men, workmen, maids, building contractors and sub-contractors and anybody to whom they have permitted access.

It is the responsibility of all owners/residents to fully acquaint themselves and comply with the Constitution and all relevant annexure thereto and any ratified additions and/or amendments to such documents. Ignorance of such documents shall not be admitted as reason for non-compliance.

Annexure "A" to the Constitution – Design Manual

Annexure "B" to the Constitution – Environmental Contract

Annexure "C" to the Constitution – Code of Conduct

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### 1. GENERAL REGULATIONS

Tierboskloof Estate gets billed by the City for water supplied to the Estate and used by all homeowners. Each home has an independent water meter which gets read once a month and owners will be billed according to their water usage at the current Council rate applicable and listed for individual houses, including any levies or fines.

All residents must comply with the Council applied Level water restrictions. Failure to adhere to these restrictions or any other water restrictions imposed by the City, will result in an applied applicable penalty being charged to the offending resident, as per the applicable individual house guideline provided by the City.

The City also has the authority to install a water management device on the bulk meter that supplies water to the whole Estate, if the water restrictions are not adhered to by individual homeowners. For this reason and in fairness to other home owners, the Estate will not show any leniency in this regard.

No business or trade shall be conducted on any property within the Estate without written approval from Excom. Excom reserves the right to deny this request if in the opinion of Excom, the business causes a disturbance or inconvenience to other owners/residents.

No owner/resident shall place any sign, notice, billboard, estate agent's board or advertisement of any kind whatsoever on any part of the communal area or his private erf, with the exception of security signage, nor allow any contractor, agent or subcontractor to do so.

No private or commercial advertising notices or brochures are permitted to be distributed around the Estate unless permission has been granted by the Association.

The maximum number of persons allowed to permanently reside at any one time in a dwelling on the Estate will not exceed the number of legitimate bedrooms in the dwelling multiplied by two.

### 2. COMMON ETIQUETTE

In the spirit of harmonious living the following hours are considered "quiet times" when noise of any sort will be considered unacceptable: Daily 8pm to 8am; Saturday afternoons from 1pm onwards and all day Sundays and/or public holidays. Please do not use lawnmowers, drills or any other noisy equipment during this designated quiet time.

An owner/resident must ensure that he/she and their visitors do not make undue noise. Radios, musical instruments, generators, TV's etc must be used in such a manner as not to be audible in adjoining homes.

Residents mail will be delivered to the guard house. It is the owners/residents responsibility to collect their own mail.

### **3. UPKEEP AND MAINTENANCE OF RESIDENCES AND ESTATE ASTHETICS**

#### **3.1 GENERAL HOUSE MAINTENANCE**

The exterior of every dwelling including its fences, gardens, driveways and out buildings, must be continually maintained by the owner in a neat and befittingly repaired, painted and properly kept condition. Where in the opinion of Excom, the condition of any exterior element of a property is not up to the required standards of the Estate, Excom will give written notice to the owner to carry out the necessary improvements within a specified time.

Should the owner fail to carry out the requested work, Excom shall be entitled to carry out the work. The cost of the work will then be charged to the owner, which amount will be deemed to be part of the levy due by the owner.

All unsightly objects such as dustbins, refuse containers, DSTV dishes, washing lines, storage areas, commercial vehicles, boats, caravans, trailers, water tanks etc. must not be visible from any communal area.

Any external accessories, decorations, decorative lights, bunting, shade cloth, umbrella, signs or anything, which in the opinion of Excom is not aesthetically pleasing to the Estate may not be displayed in view in any part of the Estate. Excom has the right to decide what constitutes an "unsightly" object.

All fencing and house trim and design must comply with the provisions contained in the Design Manual.

No pre-fabricated 'Wendy-house' or garden shed structure is permitted without prior written permission from Excom and is subject to approval in accordance with the guidelines provided in the Design Manual.

All air conditioning, heat pumps, generators, wind turbines, water tanks and boreholes must be approved by Excom and positioned out of sight in an appropriate manner.

Prior approval must be obtained from Excom before any external lighting is installed. No outside lights which shine directly into a neighbouring dwelling or are otherwise intrusive to other owners/residents, shall be permitted.

No garments, household linen or general washing of any nature may be hung out or placed anywhere in public view.

#### **3.2 GARDEN MAINTENANCE**

The Association is the registered owner of all communal roads in the Estate, which includes a one meter strip on both sides or only one side of any particular road, and in some instances neither side because of the existence of walls or water drains. Only plants from the list of approved indigenous species may be planted in these strips at the initiative of the adjacent property owner or by Excom. The responsibility for the maintenance, upkeep and

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irrigation of such plants and the cost thereof shall rest with the adjacent owner and not Excom.

As Tierboskloof borders a National Park and it is considered an indigenous estate, all owners must comply with the Design Manual with regards to the fauna and flora that is permitted in the respective gardens of each owner. Contravention of this can potentially result in Excom withholding its consent for the transfer of the property at the time of sale. A list of the approved plants can be obtained from Excom. Plants not on this list may not be planted.

It should be noted that no trees on the communal property of the Estate can be cut down or removed without the written permission of Excom.

No owner/resident shall dam or alter the flow of any watercourse, spring or stream on the Estate without prior written permission from Excom. Please refer to the Design Manual for restrictions and guidelines for the installation of boreholes and water tanks.

In recognition of the inherent value of the views enjoyed by the owners/residents of Tierboskloof and the right of all owners/residents to the enjoyment of their property, all owners/residents shall ensure that the vegetation, trees / shrubs on their property do not obscure or interfere with the views of other owners/residents.

Where in the opinion of Excom, the condition of a garden is not up to the required standards of the Estate, Excom will give written notice to the owner to carry out the necessary improvements within a specified time. Where in the opinion of Excom there is a safety or fire hazard in an owners garden that may jeopardise other residents, Excom will give written notice to the owner to carry out the necessary maintenance measures within a specified time.

Should the owner fail to carry out such work as requested, Excom will be entitled to have the work carried out. The cost of the work will be charged to the owner, which amount will be deemed to be part of the levy due by the owner.

As a guide to environmental issues on both common and individual property, Excom shall refer to the Environmental Contract prepared for Tierboskloof, a copy of which is lodged with the Estate Manager.

#### **4. REFUSE**

Each household has to provide a wheelie bin placed in a suitable position and out of sight i.e. not visible from the road or by neighbours

It is the obligation of all owners to sort their refuse as per the following guidelines:

- Black bags or similar for non recyclable refuse
- Green bags for any garden refuse only
- Recycling bags for any recyclable refuse i.e. glass, paper, metals and plastic (obtainable from the guard house).

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- It is encouraged that all owners dispose of their organic material via their own personal worm farm.

The Association will not be responsible for collection of any refuse not placed in the specified refuse bags.

Refuse bags are to be placed in the residents wheelie bins placed at the edge of the road on collection days. Refuse collection is undertaken by the Estate every Tuesday. Under no circumstances may refuse be put out over weekends.

It is the Associations obligation to remove a maximum of one non-recyclable black bag, two recycling bags and one green bag per household per week. More than this will be charged to the resident on a monthly basis at a rate determined by the Estate manager and added to their levy account.

Where refuse is of such a size or nature that it cannot be removed by normal services, the resident will have to make special arrangements either through the Estate manger or private contractors to do so , and all the costs thereof will be for payment by the owner.

Residents may not dispose of any refuse, including garden refuse on any private subdivision or the common property of the Estate. If anyone is caught doing so, they will be fined and charged with the cost of the removal of such refuse.

Owners/ residents may arrange with the Estate Manager for the removal of garden refuse, in green bags, or any other non-recyclable refuse outside of the weekly refuse removal, the cost of which will be charged for at a rate determined by the Estate Manager. Alternatively, members/residents should drop off such refuse themselves at the appropriate local Council depot.

### **5. FIRE PREVENTION**

No fires of any kind are permitted on the Estate or in the Nature Area except at a owner/resident's indoor fireplace or outside braai/barbeque area or facility. An owner shall do nothing on his/her property which may in any way increase the risk of fire.

No fireworks of any description shall be used on the Estate or in the Nature Area.

Excom shall arrange Fire Drills from time to time and owners/residents shall acquaint themselves with the procedures to be followed in the event of a fire on the Estate or in the Nature Area. Owners/residents shall establish and identify the fire hydrant closest to their house and shall determine how many regulation fire hoses are required to service their homes.

Private use of common property fire hoses, except in the event of a fire is prohibited.

### **6. ACCESS CONTROL**

For access control purposes, owners/residents shall be obliged to provide the make and

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registration number of their motor vehicles to the Estate Manager. These details shall be kept in a Register at the guardhouse. Alternatively, or additionally, members/residents may voluntarily display a "Tierboskloof Homeowner" disc on their vehicles.

For security reasons the following measures are in place for access to the Estate by all non residents.

### **7. VISITORS**

If you are expecting visitors, it is preferable that you inform the guards prior to the expected time of arrival so the guard is prepared and can expedite the entry procedures, without having to contact the owner/tenant first.

The entry procedures which are mandatory and for security reasons will not be waived are as follows:

- Verification of the visitor with the owner/tenant by phone (if the owner/resident is not available to answer the call, the visitor at the gate will not be permitted entry unless prior permission has been provided to the gate)
- All visitors will need to supply the name of the person visiting, their address and identification in the way of a drivers licence or ID book.

For regular visitors such as pet sitters, family members etc, the owners/residents may request the Estate Manager to issue a "Tierboskloof Passport". An application must be made in writing to the Estate Manager giving the following details: full name, ID number and contact details for the person. A vehicle type and registration number. Such "passports" must be displayed upon entry to the Estate and shall reflect the name of the visitor, the intended purpose of such visits and the period of validity.

For taxi services or UBER drivers, the security guards must be notified in advance of their arrival as in many instances the drivers are uncertain of the exact address or contact details of the person they are collecting.

### **8.CONTRACTORS & SERVICE DELIVERIES**

Builders/contractors and deliveries will only be granted permission to enter Tierboskloof on week days between 08:00am and 5:00pm. If you have a contractor that requires access to the Estate on a Saturday a written request needs to be sent to the Estate Manager. If approved, the Contractor will only be allowed on site between 8:00am and 1:00 pm. and will be permitted only for doing working that is not noisy or intrusive to other residents. Access will not be permitted on Saturday afternoons, Sundays and/or public holidays. Please note that no contractors will be allowed access to the Estate from 15 December until 05th January every year, unless it is an emergency and special permission has been requested and granted

Once again the owner/residents permission will be required by the gate to allow access



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to the workmen. When the gate calls for permission for access, please ensure that the guards are aware that the contractors are here to work as the entry protocol for this is different to that of a regular visitor (the gate ensures that all workmen clock out of the Estate at the end of the day for security reasons).

Building contractors, sub-contractors, workmen, delivery men, gardeners, maids and anybody who visits Tierboskloof for the purpose of work need to be entered into our biometrics and they will ALL require ID documents for this (No ID document, no entry). Once their details have been entered, they will be supplied with a clip-on numbered permit on entry at the gate. This permit must be carried with the worker within the Estate at all times. Failure to display this permit may result in the culprit being banned from the Estate.

All permit holders must hand their permit back at time of exit. Permits may not leave the Estate. Daily workers (maids, gardeners etc.) may stow their permits in their employers' post-pigeon holes upon leaving.

No builder's labourers may walk on to the estate. All contractors with labourers must arrive and exit the estate in the contractor vehicle. No contractors/labourers may walk down to the gate.

No contractors or private employees with a criminal record or previous disputes with any members of the Estate will be allowed access to the Estate.

The Association reserves the Right of Admission for anyone entering the Estate. No vehicle/person may enter the Estate unless authorised to do so by Security .

## **9. SECURITY**

The Association provides general security for the Estate, including management of the perimeter fence and access controls.

In the interests of the security of the Estate, all owners/residents but have a fully working house alarm that is linked to the gate. Outside beams are also recommended. Please also ensure that an fellow resident or an alternative key holder is appointed. This person must have access to the home and the ability to disarm the system in the event of alarm activation. The Estate manager must be advised in writing who the appointed key holder is.

All owners / residents whose ERF is situated along the perimeter fence must keep the vegetation pruned so that it does not interfere with the perimeter fence or security cameras. In the event of this not being adequately maintained owners/residents are obliged to allow the Estate gardeners access to their property to carry out the necessary maintenance.



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Any owners/residents whose ERF is situated on the perimeter fence must allow the Association and its security guards access to their property for fence inspection, maintenance and any instances of security breaches or inspections as deemed necessary.

The Excom through the security committee may implement and enforce any security measures that they deem necessary to ensure the safety of the estate e.g. restricting access to persons of concern, requesting lie detector tests etc

No firearm, pellet gun, catapult, bow and arrows or any hunting weapon shall be used on the Estate, with the exception of duly licensed firearms used by authorised security and law enforcement officers.

### **10. DOMESTIC EMPLOYEES**

For the purposes of these rules, domestic employees are defined as any assistant paid by the owner or resident to perform a household or garden task.

Domestic employees are only permitted to work on the Estate with the permission of Excom, although such permission will not be unreasonably withheld. A copy of the domestic worker's Identity document is to be handed to the Estate Manager together with a completed Tierboskloof Employment contract. Domestic employees will be registered on the biometric system to the Estate annually.

Live in domestic employees will only be permitted where the respective owner has adequate accommodation and ablutions, excluding garages.

Owners/residents are solely responsible for the behaviour of their domestic employees whilst on the Estate. Access to the Estate by employees must be strictly controlled.

Excom is entitled to request the removal of a domestic employee if the person concerned is not following the Estates guidelines on an ongoing basis or if Excom feels there is a well founded reason that they may pose a security risk to the Estate. Excom is also entitled to insist on a polygraph test if they have due concern.

A domestic worker that has previously been dismissed by a Tierboskloof owner/resident for a well founded reason or for any security related reasons, will not be allowed access to the estate. In the event of dismissal of a domestic worker, please ensure that you advise the Estate Manager so that their biometrics can be removed off the system.

Domestic employees are not allowed to wander around the Estate (other than to and from the gate) on their off duty periods.

Domestic employees are not allowed to receive visitors on the Estate.

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Domestic workers, gardeners, builders and other contract staff of owners/residents are not permitted to use any of the Tierboskloof facilities. Owners/residents must ensure that appropriate washroom and toilet facilities are provided for such persons on their own private properties.

### **11. USE OF ROADS**

#### **11.1 SPEEDLIMIT & GENERAL USE OF ROAD**

The speed limit on the Estate is currently set at 30 kph on all roads. Any abuse of these limits will result in a fine. Any delivery or construction vehicle exceeding the speed limit of 30k.p.h will be stopped and warned. A subsequent transgression by the same driver will result in the driver being denied access to the Estate.

Vehicles should be driven in such a manner as to cause the least possible noise and go slowly over the speed bumps. Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited.

The use of vehicles, including motorcycles, which create excessive noise, shall not be permitted.

Pedestrians must all at times be given right of way on all roads within the Estate.

Children of owners/ residents should at all times be under proper adult supervision and not cause a nuisance, disturbance, safety hazard or obstruction to traffic .

All vehicles must stick to the designated roads and observe the road signs within the Estate.

No skateboarding, roller blades or other recreational activity, with the exception of bicycles shall be permitted on Estate roads.

No person will be permitted to operate any vehicle or motorcycle within the Estate unless he or she is the owner of a valid driver's licence.

Operation of any kind of vehicle on the Estate while under the influence of alcohol or drugs is prohibited.

### **12.DELIVERY VEHICLES**

Please refer to the Environmental (Building) Manual for details and entry restrictions on construction or heavy duty vehicles.

Deliveries must take place inside the property boundaries and /or private driveway areas only. Where such deliveries are not possible, due to steep driveways or narrow access roads, alternative arrangements can be made using a "shuttle vehicle" to transport goods to site while the truck is parked in an agreed space. This has to be discussed with the estate manager BEFORE the delivery arrives.

Furniture and other large vans should remain outside the Estate and shuttle vehicles used to transport such articles. Furniture removals or moving of any heavy items on the

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Estate can only be authorised by prior arrangement with the Estate Manager. Owners, suppliers and contractors will be liable for damage done by any vehicle associated with activity on their erf/site and recovery of any related costs from owners or drivers of those vehicles will be the responsibility of owners and contractors and/or delivery companies.

### **13. PARKING**

Residents are expected to park in their own personal driveways and garages and not utilise the guest parking on a long term basis. Parking on common property for any length of time exceeding 14 days is only permitted on written application and approval from the Estate Manager or Excom. In instances when residents do not have enough parking on their erf for their number of vehicles, application for the use of a guest parking bay must be lodged and approved. On approval from Excom, the resident will pay a fee for this privilege which will not guarantee them a guest parking, but will excuse them from a warning with the costs attached for utilising the guest parking on a long term basis.

Parking on verges or in front residents driveways is prohibited and guest vehicles may only be parked in the designated common parking area or in such a manner so as not to cause a nuisance or an obstruction to the flow of traffic.

Delivery vehicles may only be parked in private driveways or in the public parking areas for loading and off loading purposes. If a delivery vehicle needs to be on site for any extended length of time i.e. more than half a day, alternative or agreed parking arrangements must be agreed to with the Estate Manager. Any vehicle parked on common property for a period exceeding 14 days shall be removed or towed away, at the risk and expense of the owner.

No habitation or parking of any mobile home, commercial vehicle, truck, caravan, trailer or boat, wherever situated on the estate, shall be permitted on a long term basis. Nor can they be parked in any communal area without prior written permission from Excom.

No repairs to and reconditioning of vehicles on the Estate is permitted

Vehicles parking or entering the Estate do so at the owners risk and responsibility , and no liability will be attached to the Association or its employees for any loss or damage of whatever nature, which the owner may suffer as a consequence of vehicle having been parked on common property

### **14.CONTROL OF PETS**

The Local authority by-laws relating to pets shall apply to Owners/residents and will be enforced.

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Prior to bringing any pet onto the Estate (and in the instances of getting a new pet), the following conditions must be met and permission granted in writing by Excom:

- Written permission must be obtained from Excom by completing the Estate's prescribed application form. Permission is granted at the discretion of the Excom.
- Normally no more than two pets shall be permitted per household, except with written permission from Excom.

Dogs must be kept in an adequately contained/fenced area within the owner's property and, when outside the property should be on a leash and/or under control of a responsible person.

Dogs shall not be permitted to have access to or to roam the Estate unaccompanied. Owners/residents must take necessary and adequate measures to ensure that their dogs are properly contained within their own private properties.

Fouling by pets on common property must be removed immediately by the pet owner. For this purpose pet owners are requested to carry a scoop and/or disposable bag when walking their dogs outside their own property

No pets are allowed to become a nuisance or cause disturbance or annoyance to other home owners or residents through howling, barking or straying into other properties and common areas. It is requested that dogs be kept inside between the hours of 20h00 and 06h00am.

Screening and/or other adequate preventative measures must be taken by owners/residents to ensure that their dogs do not bark at passers-by.

No caged wild birds or animals of any kind shall be permitted on the Estate.

All cats and dogs and any other pets (where possible) must at all times wear a collar with a name tag and contact telephone number. In addition cats are required to wear a bell on their collar.

Pets may not be left overnight unattended in a residence without suitable arrangements of a pet sitter being made, alternatively pets must be taken to a kennel off the Estate.

Excom reserves the right to ban any pet considered to be a threat or danger to other persons or wildlife on the Estate.

Excom shall communicate in writing any complaints of resident pets to the respective owners. Excom reserves the right to request the removal of any nuisance pets from the Estate for repeat transgressions, should the situation become untenable.

### **15. THE NATURE AND COMMUNAL AREAS**

#### **15.1 GENERAL**

Residents are restricted to use only the established walking paths and trails.

No person may disturb, harm or destroy any wild animal or bird on the Estate or in the Nature area.

No person may disturb, destroy or collect plant material from common property without the written consent of Excom.

No person may discard any litter or item of any nature on the Estate except in a receptacle designed for such purpose.

No person may use open spaces within the Estate in any manner which may unreasonably interfere with the use and enjoyment of other users on the Estate, or behave in such a way as to create a nuisance to other persons.

It is not permitted to light fires (except in the braai pit), use fireworks, litter or make undue noise in any of the communal areas.

No drones are permitted to fly over the Estate or any residents properties for whatsoever reason, unless written consent has been made and given by Excom.

No liability shall attach to the Association or its agents or employees for any loss, injury, death or damage of whatsoever nature suffered by any person making use of the Nature Area, the communal area, any common property or any facilities or installations on the Estate.

#### **15.2 SKAIFE COTTAGE**

The Skaife cottage is used as the office of the Estate Manager for the purpose of the administration and management of the Estate. Excom may from time to time hold functions at the cottage for meetings or for the entertainment of members/residents.

If residents are wanting to use Skaife Cottage for private functions, permission must be requested in writing Excom. Any associated costs will be for the owner/resident.

#### **15.3 TENNIS & SQUASH COURTS**

Owners/residents who want to use the tennis or squash courts must collect the key at the guardhouse. On collection of the key, please complete the time sheet and sign the key book register. The key must be returned to the guard house immediately after use of the court.

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The last person playing on the squash court shall please ensure that the squash court lights are switched off and the door is locked prior to returning the key to the guard house.

Black-soled sports shoes are not permitted on either the squash or tennis courts. Please note that no roller skates, skate boards, children's tricycles or other recreational toys are permitted on the tennis court.

### **15.4 SWIMMING POOL**

The swimming pool is small and is primarily for the use of owners/residents and their respective families.

Owners/residents may permit their visitors use of the pool from time to time and shall be responsible for their behaviour.

Owners/residents shall ensure that the number of visitors at any one time does not prejudice the comfort, enjoyment or convenience of other owners/residents wishing to make use of the pool.

No radio, compact disc player, tape recorder or the like (unless used only with earphones) or musical instrument shall be permitted within the pool area.

No diving, splashing or unduly behaviour will be permitted at the pool when there are other residents. Dive bombing or diving off the rock is not permitted

For safety reasons all users of the swimming pool must ensure that the gates to the pool area are kept closed at all times.

Any users of the swimming pool who have taken vigorous exercise beforehand must shower before entering the water.

Please note that no pets are permitted inside the pool area.

Non-swimmers and children must be accompanied by a member/resident who shall be responsible for them.

No unauthorized access is permitted to the pool pump area and no Estate equipment can be removed without written permission from the Estate Manager

All swimmers swim at their own risk. No liability shall attach to the Association or its agents or employees for any loss, injury, death or damage of whatsoever nature suffered by anyone making use of the swimming pool.

### **16. PARTIES & FUNCTIONS ON THE ESTATE**

If an owner/resident is holding a large function at a private residence where more than 20 people will be attending it is requested that the protocol below is followed:

- Advise the Estate Manager and discuss or agree upon entry requirements and parking logistics.
- Advise your neighbours and others living in close vicinity of your property.
- Any music must be turned down or off by the quiet time of 10pm, unless you have the written permission of the Estate Manager.

Excom reserves the right to stop any function if any of the Estate rules are being breached or if it is causing disturbance to other Estate residents, or on complaints received from other residents.

### **17. BUILDING OR RENOVATING**

Any owner wishing to commence the erection of, or alteration to any building or other structure on any erf within the estate shall, prior to appointing a contractor advise the Estate manager of such intent and submit the name of said contractor to the Estate Manager.

The Estate manager shall have the right to approve or decline (on well founded reasons), the appointment of any Contractor.

The owner shall ensure that all building and environmental regulations set out in the Constitution Design Manual (Annexure "A") and the Environmental Contract (Annexure "B"), are adhered to.

### **18. LEASE OF PROPERTIES**

As Tierboskloof Estate is a residential Estate and in the best interests of security and the residents well being, the letting of properties needs to be managed. Owners are entitled to let their properties provided that they comply with the Estate letting protocol as outlined below.

#### **18.1 SHORT TERM OR HOLIDAY RENTALS ( More than 7 days and less than 3 months)**

No short term rentals of less than 7 days will be permitted as it is felt that this compromises both the Estate security and residents well being.



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In the event of a short term rental **for 7 days or more** the following protocol must be followed:

- i. The Estate Manager must be notified in writing and a Tierboskloof rental form must be completed prior to the lessee being allowed access to the Estate. This form will include the tenants personal details, number and ages of children, vehicle details and duration of the rental. It must be signed by the owner and submitted to the Estate manager prior to the arrival of the tenants.
- ii. On receipt of this form an access disc will be arranged for the tenants. On collection of the access disc, the tenant will need to sign a copy of our Code of Conduct rules, acknowledging receipt .

**Please note that both the above processes must be adhered to prior to the Tenants occupation. Visitors who are staying in a resident or owners property whilst the owners are not in residence, will have to adhere to the same process as outlined above.**

For security reasons, no letting of rooms or communes is permitted on Tierboskloof Estate. In the event of extenuating circumstances, permission to do so may be requested in writing and is subject to approval in writing from Excom.

### **18.2 LONG TERM RENTALS (IE 3 MONTHS OR MORE)**

The same processes as outlined above needs to be adhered to. The owner shall inform the lessee of the rules of the Estate and must be aware than any contravention of the rules by the lessee will be deemed a contravention by the owner. All leases require the written approval of Excom. Signing of the lease must be done at least 7 days prior to the occupation date in order for Excom to give its consent.

The following documentation must be provided by the owner to the Estate Manager for filing:

- Copy of the signed Code of Conduct from the tenant
- Copy of the signed Tierboskloof Lease agreement

Excom reserves the right to perform any security checks of the prospective lessee should they deem it necessary. In the event that any tenant habitually contravenes the Code of Conduct, or assumes anti-social attitude towards Excom or other owners/residents, the lessor may be denied the right to continue to let his/her property to such tenant and the tenant can be denied access to the Estate.

## **19. SALE OF PROPERTIES**

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An owner shall advise Excom of their intention to sell his/her property prior to advertising.

Owners shall ensure that the agent and any prospective buyers are provided with a copy of the Association's Constitution, Conduct Rules, Design and Environmental addendums PRIOR to the conclusion of any Sale Agreement.

The registration of the transfer of a property within the Estate shall be subject to the written approval of Excom. All obligations to Excom need to have been met and properties must comply in every way with Excom's requirements prior to this consent being given.

Excom reserves the right to inspect a property to ensure compliance ,prior to the consent of a transfer.

## **20. NON COMPLIANCE**

### **20.1 PROCEDURES**

It is the express duty and obligation of Excom to enforce all the provisions contained in the Constitution, the Design Manual, the Environmental Manual and the Code of Conduct (Annexures "A", "B" and "C" to the Constitution respectively) as well as all relevant annexures any duly ratified additions or amendments , including any other agreements entered into by Excom on behalf of the Association.

Failure by an owner to comply with any provisions of the rules may result in one or more of the following measures:

A call for an explanation and/or an apology;

A reprimand and a request to comply within a specified time frame;

Should the above time frame not be met, a request for the Member to meet with Excom to explain why the request has not been adhered to;

The imposition of a fine, which will be deemed to be part of the levy due by the owner;

The withdrawal of any previously given consent applicable to the particular matter and/or an order to pay for any damages resulting from non compliance with any rule;

The Estate to call for a professional opinion or mediation, failing which an application to the Courts for the enforcement of the rule/s;

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The actions to be taken and the penalties to be imposed for the breaches or contraventions of the rules will be entirely at the discretion of the trustees of Excom, who will take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

Notice of breach or fine will be given in writing to the owner or resident by Excom and will contain the following information

the nature of the breach

the time period, if applicable in which the breach is to be remedied

the fine imposed by the Association to the owner or resident for committing such breach;

or the time, date, place of the hearing at which the Association's Committee (Excom) will adjudicate upon the breach.

Notice will be deemed to have been duly given if such breach notice is hand delivered to the owner's or resident's address by either affixing such notice to a prominent fixture on the property or by placing the notice in the owner or resident's appointed letter box.

In the event of any owner or resident disputing the fact that he/she has committed a breach of these rules, a Committee, consisting of the Chairman together with two other members appointed by Excom will adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice will be observed) as the Chairman may direct. The decision of the Committee will be final.

In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules or any condition or directive given in terms thereof, will be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.

### **20.2 FINES**

Excom, in accordance with the provisions of the Constitution, shall have the right to impose fines for any breach of or non-compliance by any member/resident with the terms, rules and provisions of the Constitution, Design Manual, Environmental Contract and Code of Conduct in such sum as Excom may from time to time in its sole discretion determine as well as any costs incurred in the collection of same. Such costs are to be on the attorney and client scale, and shall be calculated on the Cape Law Society Non-Litigious tariff in force from time to time.

If any fine imposed by Excom for any breach of or non-compliance with the terms, rules and provisions of the Constitution, Design Manual, Environmental Contract and Code of Conduct is not paid within 30 days of written notice of such fine having been emailed /delivered to the member/resident concerned, the amount of the fine will be transferred to the member's levy account/debit order for payment.

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Furthermore, any member who has been fined or is in breach as provided herein, may be ordered to pay to the Association and/or any member or other person aggrieved by the breach or non-compliance, such sum as compensation.

Any fine so imposed shall be due and payable at date of imposition and shall carry interest at the legal rate calculated from date of imposition up to and including date of payment, both dates inclusive.

Excom shall have the right to apply to any Court having jurisdiction to enforce any fine so imposed in terms of the Constitution.

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### 20.3 Guidelines of Penalties:

Offence	First Offence	Second Offence	Third Offence
Technical breach of conduct rule without malice aforethought or premeditated intent of due consideration	R250	Up to: R500	Up to: R1 000
Non - compliance	R5000	R2 000	R5 000
Blatant disregard of rules or of legitimate instructions	R1 000	R5 000	R10 000

In the event of an owner failing to pay a fine imposed within the period stipulated by the Association, until such time as the fine has been paid, no transfer of the owners property will be registered.

Any fine imposed upon any owner will be deemed to be a debt due by the owner to the Association, invoiced to the owner as part of the monthly levy, and will be recoverable by ordinary civil process.

This document needs to be read in conjunction with:

The Constitution  
The Environmental (Building) Manual  
The Design Manual

Tierboskloof Excom reserves the right to change this document from timeto time.