



CONDUCT RULES FOR MEMBERS, OCCUPANTS AND VISITORS

INTRODUCTION

Knysna Lifestyle Estate was established in terms of Section 29 of the Western Cape Land Use Planning Ordinance, No 15 of 1985. The estate is a legal, not-for-profit entity that requires a Constitution and the formation of a Homeowners Association. It is governed by a Board of Trustees who volunteer their services, and are elected annually by the Homeowners. The purpose of the Homeowners Association is, inter alia, the promotion, advancement and protection of the interests of its Members, together with the administration and maintenance of the Estate.

A condition of the Constitution is that Registered Owners become Members of the Homeowners Association, and remain Members for as long as they are the Registered Owners of their properties.

The terms of the Constitution, the Conduct Rules and the Architectural Design Manual are binding on all Members, their families, guests, tenants, occupants, employees, and any other person present on the Estate at any time.

All communications with the Trustees should be channelled through the Estate Supervisor/ Information Officer.

GOVERNANCE AND ORGANISATION CHART

	CONSTITUTION	
CONDUCT RULES		ARCHITECTURAL DESIGN MANUAL
	BOARD OF TRUSTEES AND PORTFOLIOS	
CHAIRMAN	VICE-CHAIRMAN	DEVELOPER
FINANCE	SAFETY & SECURITY	GOVERNANCE
COMMON PROPERTY	HEALTHCARE FACILITY	INFRASTRUCTURE
	EXTERNAL AFFAIRS	
ESTATE SUPERVISOR & INFORMATION OFFICER		HEALTHCARE UNIT MANAGER

CONDUCT RULES

Members shall observe and abide by the following conduct rules:

1. VEHICLES AND PARKING

1.1. Members shall:

- 1.1.1. observe any road signs or markings on the Common Property. The speed limit on the Estate, and on the Estate access road, is 30 km/hour.
- 1.1.2. not drive their vehicles within the Common Property in any manner which creates a nuisance or is considered by the Trustees not to be in the interests of safety;
- 1.1.3. not allow any unlicensed person to drive any vehicle within the Common Property;
- 1.1.4. ensure that their visitors and guests do or refrain from doing likewise;
- 1.1.5. ensure that hooters shall not be sounded within the Common Property other than in emergencies;

1.2. Vehicles may be parked only on such areas of the Common Property as are specifically indicated or approved by the Association for that purpose and in such a way that the flow of traffic and access to and egress from garages, parking bays, or pathways is not obstructed. One vehicle may not occupy more than one parking bay.

1.3. Damaged vehicles and vehicles that are not in general use, or that drip oil or brake fluid on to the Common Property or that are not roadworthy may not be parked on the Common Property other than in such positions and for such short periods as may be approved by the Trustees and with their prior written consent.

1.4. No trucks, caravans, trailers, boats or other heavy vehicles may be parked or stored on the Common Property or on exclusive use driveways without the prior written consent of the Trustees.

1.5. No person may wash, dismantle or effect major repairs to any vehicle on any portion of the Common Property or on any exclusive use area, provided that Members and occupiers of Dwellings may wash their own cars at reasonable times in the normal course while such cars are parked in accordance with these rules.

1.6. Garage doors shall be kept closed at all times, except when the Member or occupier of the relevant Residential Erf is present in the garage.

- 1.7. Trustees may cause to be removed or towed away, at the risk and expense of the Member of the vehicle, any vehicle parked, standing, stored or abandoned in the Common Property in contravention of these rules.
- 1.8. Garages and parking bays shall be used for the parking of motor vehicles only, save with the prior written consent and approval of the Trustees. If caravans are too large to be parked inside a garage they may be parked on a Member's driveway for 48 hours before and after use, to facilitate packing and unpacking.
- 1.9. Parking of vehicles upon the Common Property is subject to the express condition that every vehicle is parked at the Member's risk and responsibility and that no liability shall attach to the Developer, Association, the Trustees or any of their agents, employees or contractors for any loss or damage of whatever nature which the Member, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the Common Property.

2. **PETS**

- 2.1. The owner of a Residential Erf shall not, without the consent in writing of the Trustees (for which consent written request shall be made), keep any animal, reptile or bird in a dwelling, parking unit or on the Common Property. The Trustees are empowered to consider any such request on its own merits and with due regard to the municipal by-laws and the interests of other Members. When granting such consent, the Trustees may prescribe any reasonable conditions. Any consent given by the Trustees to house a pet may be revoked at any stage by the Trustees in their discretion and such consent shall not be transferable to any replacement pet. A separate request must be submitted to the Trustees for consent to keep a new or replacement pet.
- 2.2. Members or occupiers of a Residential Erf shall not allow their pets to cause a disturbance at any time and shall be responsible for the removal of their pets' excrement from the Common Property or other Members' exclusive use areas.
- 2.3. Dogs shall be leashed or properly controlled when on the Common Property.
- 2.4. No pet shall be permitted to enter any building forming part of the Common Property, and/or the enclosure of any swimming pool, and/or upon the playing surface of the boules and tennis courts, or to enter the water in the Estate dams, or fountains.
- 2.5. Female pets on heat shall not be allowed anywhere on the Common Property at any time.
- 2.6. Vicious animals of any nature may not be kept in any dwelling unit, parking unit or on the Common Property.

- 2.7. Members or occupiers of each Residential Erf shall provide the Estate Supervisor with full details of any pet owned by them, including vaccination records which shall be updated from time to time.
- 2.8. Any pet found unaccompanied or unidentified on the Common Property or otherwise in contravention of these rules may be removed by the Trustees. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the relevant Member or occupier. The Association, and its agents, employees or contractors, shall not be liable for any injury to any pet thus removed or for any loss so incurred by the Member or occupier, or by any other person.

3. **REFUSE DISPOSAL**

A Member or occupier of a Residential Erf shall:

- 3.1. maintain in a hygienic and dry condition, a Knysna Municipal 'wheelie bin' for refuse (lined with a suitable plastic liner) within his enclosed yard area.
- 3.2. ensure that before refuse is placed in the wheelie bin, wet refuse and broken glass is securely wrapped and tins and other containers completely drained; and
- 3.3. for the purpose of having the refuse collected, place the wheelie bin at the end of their driveway at the times designated by the Knysna Municipality and Trustees, and removed from the road verge as soon as possible after the refuse has been collected.
- 3.4. Non-recyclable refuse should be placed in black bags, recyclable refuse should be placed in the clear bags supplied by the Municipality, and garden refuse should be placed in blue bags.

4. **LITTERING**

A Member or occupier of a Residential Erf shall not deposit, throw, or permit or allow to be deposited or thrown on the Common Property any rubbish, or any other litter whatsoever.

5. **LAUNDRY**

All laundry should only be hung to dry within the designated yard area, no washing lines may be installed outside of the designated yard area.

6. **NOISE**

A Member or occupier of a Residential Erf shall ensure that he and his visitors or guests do not make or create undue noise or other disturbance. Quiet shall especially be observed between 22h00 and 07h00.

7. GARDENING

- 7.1. The Association shall provide a basic garden maintenance service with respect to the gardens of the Residential Erven and shall maintain the gardens of the Common Property in a neat and tidy condition.
- 7.2. No plant or flower may be picked from, nor any damage caused to, the garden areas on the Common Property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the Trustees.
- 7.3. Garden tools and other equipment shall not be kept in any place where they will be visible by other Members or on any portion of the Common Property.

8. CLUBHOUSE AND ITS AMENITIES

- 8.1. The Clubhouse is primarily for use by Members or occupiers of a Residential Erf but may be used by their visitors or guests provided that they are accompanied by a Member or occupier and that they comply with these rules. Members and occupiers are responsible for the behaviour of their visitors or guests and shall ensure that their number at any one time is not such as to prejudice the comfort, enjoyment or convenience of other Members or occupiers wishing to make use of the Clubhouse and its facilities.
- 8.2. The Clubhouse shall be open and available for Members' use, as determined by the Trustees in conjunction with the Estate Supervisor. Operating hours of the bar and sauna shall be available from the Estate Supervisor and are subject to change.
- 8.3. Use of the Clubhouse bar and lounge area for private functions shall be limited to Members and occupiers of a Residential Erf and shall be at the discretion of the Trustees. A venue hire fee and breakage deposit shall be charged which shall include the set up and cleaning costs. Refreshments shall solely be served by the Clubhouse bar and until such time as a full kitchen is available, external catering shall be permitted. A private function shall be deemed to be a function which results in the bar and lounge area being unavailable for the use of other members.
- 8.4. The use of the Clubhouse for private functions is subject to an annual review by the Trustees.

9. SWIMMING POOL

- 9.1. The swimming pool is primarily for use by Members or occupiers of a Residential Erf but may be used by their visitors or guests provided that they are accompanied by a Member or occupier and that they comply with these rules.

- 9.2. Radios, compact disc players, tape recorders, ipods and the like, unless used only with earphones, and musical instruments may not be played within the pool areas.
- 9.3. No persons other than those duly authorised by the Estate Supervisor may tamper or interfere in any way with the pool pump, heating system or cleaning equipment and in particular, no underwater cleaning device may be removed from the water.
- 9.4. Rowdy and boisterous behaviour and excessive noise are not permitted in the pool areas. Ball games are not permitted in the pool areas.
- 9.5. The pool gates shall be kept closed at all times.
- 9.6. Persons who have taken vigorous exercise are required to wash or shower before entering the pool water.
- 9.7. Alcohol and beverages in glass containers shall not be allowed in the pool enclosure.
- 9.8. Neither the Association, nor the Trustees nor any of their agents, employees or contractors shall be liable to any extent whatsoever for the safety of anyone in the pool areas. Non-swimmers and children must be accompanied by a person who is able to accept responsibility for them.
- 9.9. Diving into the pool is forbidden and all warning signage should be strictly adhered to.

10. **GYM**

- 10.1. The gym is primarily for use by Members or occupiers of a Residential Erf but may be used by their in-house guests provided that they are accompanied by a Member or occupier and that they comply with these rules.
- 10.2. All users of the gym equipment shall provide their own towel and ensure that all equipment is clean after use.
- 10.3. No children under the age of 16 shall be permitted to use the gym equipment.
- 10.4. Shoes shall be worn at all times when utilising the gym equipment and under no circumstances may any equipment be removed from the gym.
- 10.5. Specialist classes like spinning and personal training may be available at certain times. Bookings for these classes shall be through the Estate Supervisor and individual charges for these classes may apply as determined by the Trustees.

11. SAUNA

- 11.1. The sauna is primarily for use by Members or occupiers of a Residential Erf but may be used by their in-house guests provided that they are accompanied by a Member or occupier and that they comply with these rules.
- 11.2. The use of the sauna by children under the age of 16 is strictly prohibited.
- 11.3. The sauna rules as displayed in the Clubhouse are to be observed at all times. Operating times are available from the Estate Supervisor.

12. LIBRARY AND BILLIARD ROOM

- 12.1. The library and billiard rooms are primarily for use by Members or occupiers of a Residential Erf but may be used by their visitors or guests provided that they are accompanied by a Member or occupier and that they comply with these rules.
- 12.2. Children under the age of 16 are not permitted to use the billiards table, all other children are to be under adult supervision at all times.
- 12.3. Drinks are prohibited from being placed on the billiard table at all times.
- 12.4. Silence and library rules as indicated in the library are to be observed at all times.

13. TENNIS AND BOULES COURTS

- 13.1. The tennis and boules courts are primarily for use by Members or occupiers of a Residential Erf but may be used by their visitors or guests provided that they are accompanied by a Member or occupier and that they comply with these rules.
- 13.2. Players must wear non-marking shoes when utilising the tennis court and should refrain from climbing over the net or engaging in any activities which could damage the surface and surrounds.
- 13.3. Players should respect the surrounding neighbours and excessive noise will not be permitted.

14. MEMBERS' EMPLOYEES

- 14.1. No person shall be employed by a Member or occupier of a Residential Erf or be permitted to enter the Estate without the prior written consent of the Estate Supervisor.
- 14.2. A Member or occupier of a Residential Erf shall:
 - 14.2.1. be responsible for the activities and conduct of his employees and shall ensure that his employees understand all rules and shall ensure that they do not breach

any rules, national legislation or local authority by-law which may affect the Estate; and

14.2.2. ensure that his employees do not cause undue noise within the Residential Erf, on Common Property or elsewhere on the Estate;

14.2.3. any Member or occupier of a Residential Erf whose employee consistently fails to abide by these rules may be required to remove such employees from the Estate if so instructed by the Trustees; and

14.2.4. no Member or occupier of a Residential Erf may request personal duties to be performed by any member of staff employed by the Association other than through the Estate Supervisor.

15. **SIGNS AND NOTICES**

No Member or occupier of a Residential Erf shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or on a Residential Erf, so as to be visible from outside other Residential Erf on the Estate, without the prior written consent of the Trustees first having been obtained.

16. **STORAGE OF DANGEROUS MATERIALS**

A Member or occupier of a Residential Erf shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the Common Property which will or may vitiate any insurance policy taken out by the Association or increase the rate of the premium payable under any such policy.

17. **EXTERIOR OF DWELLINGS**

17.1. The Association shall maintain the exterior walls, steel posts and timber fascias of the Dwellings situated on the Residential Erven in a neat and tidy condition to a schedule as determined by the Trustees.

17.2. Subject to Rule 17.5 and Clause 27 of the Constitution, alterations, additions or decorations to the exterior of Dwellings or to any portion of the Common Property may not be made without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent.

17.3. Standard size Multichoice and existing wireless internet satellite dishes may be attached to the exterior of the Dwellings provided that they do not protrude above the roofline and in the least obtrusive position as possible for neighbouring properties. No new communication receptor dishes will be permitted once Lasernet has installed the fibre network to the Estate.

Larger non-standard dishes may not be installed without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent.

- 17.4. Requests for consent in terms of Rules 17.2 and 17.3 shall be made in writing to the Trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration or installation, as the case may be.
- 17.5. A Member or occupier of a Dwelling shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his Dwelling in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 17.6. If an Member or occupier of a Dwelling fails to comply with the provisions of Rule 17.5 and such failure persists for a period of 14 days after written notice to repair or maintain given by the Trustees or the Estate Supervisor, the Association shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such Member or occupier.
- 17.7. Notwithstanding any approval granted by the Trustees, no alteration or addition to the exterior of a Dwelling may be undertaken until any permit or approval required from any authority has been obtained. It shall be the duty and responsibility of the Member or occupier of the Dwelling concerned to obtain any such necessary permit or approval.
- 17.8. Should any alteration, addition or decoration obstruct any employee or contractor of the Association in performing any work on the Common Property or common services, the Member or occupier concerned shall be liable for any additional costs incurred by the Association in the performance of such work.

18. INTERIOR OF DWELLINGS

- 18.1. No structural alterations may be carried out to any Dwelling by any Member or occupier without the prior written consent of the Trustees after approval has been obtained by the relevant Member or occupier of the Dwelling from the municipal authorities.
- 18.2. Any interior alterations shall be carried out in accordance with the Contractors Code of Conduct and shall not cause any undue disturbance to Members or occupiers of neighbouring Residential Erven.
- 18.3. Interior repairs and maintenance of a Dwelling of whatsoever nature are the responsibility of the Member or occupier of that Residential Erf.

19. BUILDING WORK AND COMMON PROPERTY

- 19.1. Members are referred to clause 27 of the Constitution which deals with situations where Members wish to make any changes to any of the structures on the Member's Residential Erf (the clause refers to, inter alia, work such as painting the house, changing the windows or doors; extensions to any structure, installation of accessories such as pergolas or awnings, building a boundary wall or planting vegetation that would have the same effect and so on) ("renovations"). Without limiting the Association's rights in terms of that clause in any manner, Members are obliged to obtain approval from the Trustees before commencing any such renovations, and are required to comply with all obligations placed on them in terms of clause 27 of the Constitution.
- 19.2. Members are referred to clause 28 of the Home Owners' Constitution which deals with the manner in which Members are entitled to make use of the Common Property (including garden areas and the recreational facilities).
- 19.3. No fishing of any kind is permitted in the Estate dams.

20. SECURITY

- 20.1. The entrance gate is manned by the appointed security company at all times, regular patrols are carried out by security personnel throughout the night.
- 20.2. All members and occupiers of residential erven shall be issued with a vehicle access decal which should be visibly displayed on their vehicle.
- 20.3. All visitors are required to sign in when entering the Estate and must provide all information as required by security personnel.
- 20.4. For safety and security reasons, no residents may utilise the temporary access point which is designated as the contractor's entrance.
- 20.5. Members, occupiers of residential erven and their visitors or employees may not argue with or verbally abuse the security personnel. Any disputes should be reported directly to the Estate Supervisor.

21. UNMANNED REMOTE CONTROLLED AIRCRAFT (DRONES), AIRGUNS AND FIREWORKS

- 21.1. The launching or flying of any remote-controlled aircraft within the boundaries of the Estate, whether it be on Residential Erven or on Common Property, is not permitted.
- 21.2. When a drone is flown for professional reasons the written permission of the Trustees will be required.

21.3. By definition, a remote controlled aircraft includes any unmanned flying object that is capable of being elevated above 1.8 metres.

21.4. Discharging airguns, catapults, fireworks, or any other potentially dangerous projectiles or explosives, is not permitted within the boundaries of the Estate.

22. **LEASE AGREEMENTS**

Prior to entering into a lease agreement in respect of a Residential Erf, a Member shall approach the Trustees for written approval, which may or may not be granted in the discretion of the Trustees (with or without conditions).

23. **FINES**

23.1. For the enforcement of any of the rules made by the Trustees in terms of this clause, or of any of the provisions of the Conduct Rules or the Constitution generally, the Trustees may:

23.1.1. give notice to the Member concerned requiring him to remedy such breach within such period as the trustees may determine; and/or

23.1.2. take or cause to be taken such steps, as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or

23.1.3. take such action including the imposition of a fine, or proceedings in court, as they may deem fit.

23.1.4. Issue a Schedule of Penalties and Fines for any transgression or non-compliance with the Constitution.

23.2. Should the Trustees institute any legal proceedings against any Member or resident on the Estate for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client, including tracing fees and collection commission.

23.3. In the event of any breach of the rules by the Members or any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, who shall be jointly and severally liable with such wrongdoer to and in favour of the Association. However, without prejudice to the foregoing, the trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

23.4. Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by criminal action or civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel, as they may deem fit.

24. THE COMMUNITY SCHEMES OMBUD SERVICE

The CSOS is the regulatory authority for all community schemes in South Africa. It came into operation on 7 October 2016 with a mandate to:

- Regulate the conduct of parties in community schemes to regulate, control and quality assure all scheme governance.
- Provide a dispute resolution service
- Provide stakeholder training, consumer education and awareness for property owners, occupiers and other stakeholders.
- Ensure that the organisation is managed in an efficient and sustainable manner.

www.csos.org.za/contact-us

The Knysna Lifestyle Estate is registered with CSOS.

25. DISCLAIMER

Neither the Association, the Trustees, the Estate Supervisor, nor any of their agents, employees or contractors shall be liable for any loss (including consequential loss) injury, loss of life or damage to person or property of any nature whatsoever which any Member, lessee or other occupier of a Dwelling or any member of his family, his employee, agent, contractor, servant, visitor, invitee or guest may sustain, directly or indirectly, in or about the Common Property, its amenities or in the individual Dwellings or for any act done or for any neglect on the part of the Association, the Trustees, the Estate Supervisor or any of their agents, employees or contractors.

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