



## CODE OF CONDUCT



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## 1. INTRODUCTION

- 1.1 The most effective of all codes of conduct is to respect others and conduct yourself in the same way you would like others to treat and respect you. If everybody living at Kenrock would show the same due care and consideration for their fellow residents, which they expect, then there would be no need for the application of these rules or the issuing of warnings or fines.
- 1.2 Harmonious community living can only be achieved when residents use and enjoy both their properties and the common area in a manner, which respects and considers the rights of everybody else lawfully on the Estate. Compliance with this Code of Conduct and general consideration by Residents for each other will significantly assist in assuring a state of harmony.
- 1.3 The rules contained in this Code of Conduct are, once signed, binding on all Members/Residents and in fact everybody on the Estate. Each Member/Resident is responsible for ensuring that all persons residing on his/her erf, guests, employees, contractors and agents comply with this Code of Conduct and shall personally be responsible for the actions or omissions of such persons.
- 1.4 Members/Residents must acquaint themselves with the Constitution, the Architectural Design Manual, the Landscape Design Manual and this Code of Conduct. Ignorance of such shall not constitute a reason for non-compliance.

## 2. DEFINITIONS

- 2.1 "Abuse" means the use of defamatory language, slander or slurs including but not limited to the use of physical force or the threat of physical force.
- 2.2 "HOA" means the Kenrock Country Estate Homeowners Association, a legal entity, who is administered by the Trustees elected from time to time as per the Constitution.
- 2.3 "Common area" means all land within the Estate registered to the HOA inclusive of roads and all erven not registered as private erven
- 2.4 "CSOS" means Community Schemes Ombud Services as governed by Act 9 of 2011.
- 2.5 "CoCT" means the City of Cape Town
- 2.6 "Dwelling" means all structures erected on erven within the Estate defined in terms of the land Use Planning Act (3 of 2014) read together with the Architectural Design Manual.
- 2.7 "Erf/erven" means any erf (whether or not vacant) owned by an Owner within Kenrock Country Estate inclusive of all common erven and roads on the Estate classified as private roads (ref: Supreme Court of Appeal

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(SCA) case of Mount Edgecombe Country Club Estate Management Association II (RF) NPC v Singh & Others).

- 2.8 "Estate" means Kenrock Country Estate.
- 2.9 "Code of Conduct" means the Kenrock Country Estate Homeowner's Association Code of Conduct
- 2.10 "Owner/Member" means the registered owner of an erf within the managerial area of the HOA.
- 2.11 "Local Authority" means either the local police or the City of Cape Town or any other recognized local authority.
- 2.12 "Nuisance" means the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience or damage to others, either to individuals and/or to the general public.
- 2.13 "Nuisance" means the unreasonable, unwarranted and/or unlawful use of property or conduct of a member/resident/guest/contractor or employee, which causes inconvenience or damage to others, either to individuals and/or to the general public.
- 2.14 "Resident" means any owner, tenant, or occupant of any erf.
- 2.15 "Trustees" mean the elected trustees of the Kenrock Country Estate Homeowners Association as per the Constitution.
- 2.16 "POPI" is defined as the Protection of Personal Information Act 4 of 2013, which came into effect on the 1<sup>st</sup> July 2020 with a 12-month phase in period.

### 3. HUMAN RELATIONS

#### 3.1 Respect for Staff and Fellow Residents

- 3.1.1 No physical or verbal abuse of Trustees, or any staff member appointed by the Association or any staff member of any appointed service provider working on the Estate is acceptable and is subject to a fine for non-compliance.
- 3.1.2 Any complaint must follow the dispute resolution process (Clause 15).
- 3.1.3 No Cyber bullying of residents, trustees, any employee of the Association or appointed service provider or the Association itself on social media is acceptable and is subject to a fine for non-compliance. Cyberbullying includes acts involving bullying, the use of defamatory comments and harassment through the use of any electronic messaging service, electronic devices, electronic medium or technology. Cyberbullying is perpetrated through the following methods which include, but not limited to; text messages, picture/video clips (via mobile phones), mobile phone calls, emails, chat rooms, instant messages, website blogs and social networking sites".
- 3.1.4 Any complaints against a fellow Resident must follow the dispute resolution process (Clause 15).

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### 3.2 Social Media

- 3.2.1 The Estate will from time to time, make use of Social Media Platforms such as Facebook, WhatsApp and emails for the dissemination of information to Residents.
- 3.2.2 Residents can also use the Kenrock Facebook page to share information with fellow Residents bearing in mind that strict adherence to Clause 1.2 must be undertaken.
- 3.2.3 If a Resident does not have access to Facebook, they may send an email to the managing agent with a request for their submission to be evaluated and request that it be posted on Facebook on their behalf.
- 3.2.4 Residents must adhere to the rules governing the Social Media Platform as stipulated by the Trustees with due regard to Clause 1.2 above.
- 3.2.5 To prevent any confusion and ensure that Social Media Platforms are appropriately managed, Residents shall not set up any Social Media Platforms that mirror those of the Estate.
- 3.2.6 Contravention of this can result in the imposition of a fine.

## 4. ENTERTAINING

- 4.1 Excessive party noise is expressly prohibited.
- 4.2 Party time is limited to 22h00 on Mondays to Thursdays and Sundays and 24h00 on Fridays and Saturdays
- 4.3 In the event of excessive noise or contravention of the curfew, a complainant must lodge the complaint as per the prescribed procedure set out in Clause 15. The Estates' security has no mandate to intervene in such matters and must not be contacted in such instances.
- 4.4 Complaints will be evaluated based on context and compliance rules, and if considered valid, a fine will be levied.
- 4.5 Prior consent needs to be obtained from the Estate Manager and/or the HOA for the use of the common areas for a gathering of guests defined as groups of 13 or more person.
- 4.6 Fires within the confines of each Member's private property must always be supervised and controlled. Fires within common use areas are not permitted (refer to Clause 10).

## 5. NUISANCES, NOISE AND DISTURBANCE

- 5.1 Members/Residents, their guests and their pets must not engage in any activity, occupation or hobby that causes or is likely to cause a nuisance or disturbance to any other Resident. Furthermore, no Resident or guest may engage in any activity that detracts from the reputation of the Estate or detrimentally affects the market values of erven therein. The Trustees will evaluate the seriousness of the transgression and whether it is a fineable offence.

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- 5.2 No Member/Resident or their employees shall be permitted to use any noisy machinery including but not limited to lawnmowers, chainsaws, lathes, hammers, drills and woodworking machinery as follows:
  - 5.2.1 Monday to Friday before 07h00 and after 20h00
  - 5.2.2 Saturday before 09h30 and after 16h00
  - 5.2.3 Sundays and Public Holidays before 9h30 and after 12h30
  - 5.2.4 Clause 11.3.4 sets out the times during which contractors will be granted access to the Estate
- 5.3 In the case of electricity generation and supply, please refer to Annexure C. Generation of power by supplementary means (i.e. a generator or equivalent) shall be limited to 50db during daytime hours (6am to 6pm) and 45db during night-time hours as set down in the standard guidelines of the CoCT for residential areas. Members are encouraged to install silent devices such as inverters linked to a battery supply.
- 5.4 All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other Residents, and which are reasonable at the discretion of the Trustees.
- 5.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated on erven or any part of the Estate.
- 5.6 Unnecessary hooting or revving of motor vehicles is not permitted. The hooters of motor vehicles or motorcycles may not be sounded at any time on the Estate except as a warning of imminent danger in the case of an emergency.
- 5.7 Should the situation arise where the Member/Resident feels that this guideline is not being adhered to, the dispute resolution process needs to be followed.

## 6. APPEARANCE OF THE ESTATE

### 6.1 Gardens and Lawns

- 6.1.1 Private gardens must always be kept in neat and attractive condition by Members/Residents.
- 6.1.2 Only South African indigenous vegetation may be planted or transplanted (refer to the Landscape and Design Manual).
- 6.1.3 All Members/Residents are obliged to maintain, at their cost, the area between the road curb and the boundary of his/her erf according to Kenrock landscaping guidelines. To maintain aesthetics, items generally considered being offensive or unsightly, including but not restricted to borehole water storage tanks, laundry racks and or clotheslines should not be visible from the roadside. All such items should be adequately screened or positioned out of view.

### 6.2 Houses and Dwellings

- 6.2.1 Garden fences, walls and outbuildings, which form part of the streetscape should be finished appropriately and maintained and kept in a clean and presentable condition.

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- 6.2.2 Post boxes, located at the gate of the Estate, must be cleared of all post regularly.
- 6.2.3 Outdoor décor (paint and colours) as specified in the architectural guidelines must be kept clean and presentable.
- 6.2.4 "Grey water" is not allowed to run out of the erf, but via the Member's/Resident's storm water drain.

### **6.3 Road Usage**

- 6.3.1 Members/Residents shall observe, and ensure that they, their visitors and guests, including contractors' workmen:
- 6.3.2 Observe and obey all road signs on the Estate and do not drive their vehicles in a manner which causes a risk or danger to persons, animals or property, or is a nuisance to other Members/Residents.
- 6.3.3 Adhere to the speed limit on the Estate, which is 35 km/h and must always be complied with.

## **7. MOTOR VEHICLE REGULATIONS**

- 7.1 No vehicle is allowed to be driven without the driver being properly licensed, as required by law in respect of public roads, or is considered by the Trustees or the manager to be unsafe.
- 7.2 No motorised vehicle of any description that is not licensed to drive on the public roads may be driven in the Estate (except for security golf carts).
- 7.3 Any contractor, visitor, employee or agent of any Member/Resident who, in the sole opinion of the Estate Manager, habitually contravenes any of the provisions of this Code of Conduct may be banned from the Estate. For the sake of clarity "habitually" shall mean no less than within 2 (two) warnings that have been served on the Member/Resident within a 3 (three) month period.
- 7.4 The use of vehicles, including motorcycles, which create excessive noise, will not be permitted.
- 7.5 No vehicle, truck, caravan, trailer, or boat may be parked on the grass.
- 7.6 No-one may use public parking bays for more than a maximum of 24 hours. Contravening this rule could result in wheel clamping of the vehicle and or the imposition of a fine.
- 7.7 Vehicles must be parked in such a way as to not obstruct or hinder the flow of traffic or egress to erven.
- 7.8 Members/Residents shall ensure that their vehicles and the vehicles of their visitors, contractors, do not drip fuel, oil, brake fluid or other substance on the common area or in any way deface the common area, roads or driveways.

## **8. SIGNS AND ADVERTISING MATERIAL**

Signage or advertising material may not be displayed anywhere in the Estate.

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## 9. CONTROL OF ANIMALS AND PETS

- 9.1 Kenrock Estate and the Residents are subject to the jurisdiction of the animal by-laws of the CoCT. The KHOA works closely with the CoCT to ensure that both its rules and those of the CoCT are adhered to.
- 9.2 In the event that a complaint is filed with SAPS following an attack, the CoCT has full jurisdiction over the complaint.
- 9.3 Additional to the by-laws, the following rules and policies will apply and be enforced by the HOA:
- 9.3.1 Dogs must be registered with the Estate for identification purposes.
  - 9.3.2 Dogs and cats may be kept on any erf within the Estate.
  - 9.3.3 Dogs may be walked at any time throughout the estate when on leash **and** under full control by their walkers. It must be ensured that they do not in any way harass or cause nuisance to people, other dogs and wildlife.
  - 9.3.4 The estate will be open to all dogs **under full control** with the option of no leash from **6-9am**.
  - 9.3.5 A designated area has been set aside for dogs to be leash free but under full control of their owners.
  - 9.3.6 Security can be approached to open the gates to access adjacent land next to the estate to walk dogs at any time.
  - 9.3.7 Members/residents or any other nominated party (e.g. dog walker) shall immediately pick up any excrement using the plastic bags provided and place the excrement in the bins designated for such purpose.
  - 9.3.8 Members/residents shall be cognizant of not allowing excessive barking or aggressive behaviour by their dogs which results, or which may result in a nuisance, disturbance or threat to any other resident. It is recommended that dogs be kept inside between the hours of 20h00 and 06h00.
  - 9.3.9 Should a member/resident feel that another member/resident's dog is barking excessively or has behaved inappropriately, they need to follow the set dispute resolution procedures. The local authority administers the enforcement of local-authority by-laws, and residents should use this route as well.
  - 9.3.10 Screening or other adequate preventative measures must be taken to ensure that dogs do not bark at passers-by or escape from the property.
  - 9.3.11 No aviaries or wild animals in cages may be kept as pets.
  - 9.3.12 The number of dogs permitted on each erf is limited to two dogs unless special permission is obtained from the KHOA. For the sake of clarity, this limitation applies to all new homeowners from the date of this update (December 2021). All members/residents who have more than two dogs will be entitled to keep their existing pets but not replace them when they pass on where the number at that point exceeds two.
  - 9.3.13 Should the Trustees determine that there has been non-compliance with the rules related to pets, the dispute resolution procedures will be followed. (Clause15.2)

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## 10. COMMON AREA

### 10.1 General

- 10.1.1 No Member/Resident, visitor, employee, contractor or agent may collect or remove anything from the common area.
- 10.1.2 No person may pick up or uproot any indigenous plant, or approach, disturb or kill any animal or birds.
- 10.1.3 Residents shall not deposit, throw, or permit or allow depositing or throwing, on the common area any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 10.1.4 No fires of any kind are permitted in the common area of the Estate.
- 10.1.5 Only authorised persons may maintain the common area.
- 10.1.6 Walkers are requested keep to the footpaths as far as possible.

### 10.2 Common Area Water Facilities

- 10.2.1 No Member/Resident shall dam or alter the flow of any watercourse, spring or stream within the common area, or on any erf such as would result in a nuisance or loss or damage to any other erf or to the common area.
- 10.2.2 No fishing, swimming, sailing or recreational activity is to be conducted in any common water facilities on the Estate.
- 10.2.3 Residents need to refer to the separate regulations and contract that was entered into with regards to borehole usage.

## 11. SECURITY

Kenrock is a country estate, and Residents are responsible for their security within the Estate.

### 11.1 General

- 11.1.1 Residents are encouraged to have a burglar alarm on condition that said alarms must either be silent (no siren) or capable of deactivation either by an armed response service or remotely. Any contravention of this will result in the Member being fined, and for each contravention thereafter.
- 11.1.2 An electric fence and cameras surround the Estate in strategic positions. A contracted company provides perimeter and access security.
- 11.1.3 Should there be an incident on a property, the Resident's response company will be allowed access to the Estate to visit the property.

### 11.2 Estate Access for Residents

- 11.2.1 The Trustees can decide from time to time to alter the access control protocol, and Members will be required to comply with any such amendments.
- 11.2.2 All Residents are issued with a tag, to be "swiped" on the reader at the entrance and exit that will activate the boom. The tag is coded to the individual. Tags are not to be handed to third parties.
- 11.2.3 When the Residents of an address change, users of the tags will be re-registered to the new user or new Residents by security.
- 11.2.4 Lost tags must be reported to security, and if a replacement is required, then a charge will be levied.

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- 11.2.5 Residents may only use tags when they are in their vehicles. If in another vehicle, the vehicle must sign in.

### **11.3 Visitors and Contractors**

- 11.3.1 The Trustees can decide from time to time to alter the access control protocol, and visitors will be required to comply with any such amendments
- 11.3.2 “At the Gate” app is available: The "At the Gate" system of which the APP forms part of, is POPI compliant. The APP is an optional add-on that enables Residents to invite guests. The phone number (mobile) is registered as a Kenrock number and the APP downloaded for free. This ensures only Kenrock Residents can invite guests so smoothing the entry process. (See Annexure B)
- 11.3.3 Visitors and Contractors without an invite will inform security who they are going to visit. Security will phone the applicable Resident for permission to allow access. The driver's and vehicle licenses will be scanned, and the vehicle will be given access.
- 11.3.4 Contractors are only permitted onto the Estate between the hours of 07h00 to 18h00 Monday to Thursday, 07h00 to 16h00 on Fridays and 08h00 to 14h00 hours on Saturday. No work is permitted on Sundays or public holidays other than in respect of emergency repairs.

## **12. DOMESTIC WORKERS AND GARDENERS**

- 12.1 The behaviour of domestic workers remains the responsibility of the Member/Resident. All Members/Residents shall ensure that all domestic workers details shall be properly recorded with the estate security at the main entrance of the Estate before being granted access to the Estate. Members/Residents are obliged to inform any Resident and worker accordingly.
- 12.2 Domestic workers and gardeners are granted access by a fingerprint scan.
- 12.3 Domestic workers and gardeners, on their first arrival, will be given a form for the Resident employing them, to complete. They will be signed in on a temporary register and the form, along with an ID or passport, must be presented to security where their fingerprints will be taken for the fingerprint scanner.
- 12.4 Should a domestic worker/gardener no longer be in the employ of a Resident, the Resident must inform security so that the system access is removed. This must be done within 12 hours of the termination of the contract.
- 12.5 Communication from each erf to the gatehouse will be by telephone. Members/Residents are required to install a service to support this function, at their own cost.

## **13. REFUSE REMOVAL**

- 13.1 Household and garden refuse will be collected on designated days as advised by the Estate Manager.

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- 13.2 All refuse must be placed in black bags and securely sealed. Tins and other containers should be completely drained before being placed in the refuse bags.
- 13.3 All black bags must be maintained in a hygienic and dry condition by the Resident. Failure to deposit in time will result in the Resident having to remove their garbage within 48 hours from the Estate. Non-compliance will result in a fine.
- 13.4 Clear recycling bags to be kept separate.
- 13.5 On removal days, refuse may only be placed on the road curb directly outside the erf at the designated time. At all other times, refuse and refuse containers must be kept within the confines of the ERF and not be visible from the roadside.

## 14. LETTING, OCCUPANCY AND USAGE

### 14.1 Letting and Occupancy

These rules apply to and are binding upon all Tenants and residents. An Owner (or his agent) who intends to let an erf shall:

- 14.1.1 Furnish his Tenant with a copy of the Code of Conduct contained in the Welcome Pack and the Tenant must sign the 'Acknowledgement of Receipt of Welcome Pack' form, thus declaring his acceptance of the rules.
- 14.1.2 A Resident Owner or Tenant may entertain or accommodate guests at their home at their discretion, provided the Resident or Tenant is always present.
- 14.1.3 An Owner may let or otherwise make his property available for rental for a minimum period of 1 week.
- 14.1.4 A Resident Owner may let or otherwise make their property available to a third party for the time of their absence (e.g. holiday or business travel) no more than four times during any consecutive 12-month period.
- 14.1.5 A Non-Resident Owner may let or otherwise make available their property to a third party no more than 4 times during any consecutive 12-month period.
- 14.1.6 Members or their agents shall give the association prior written notice (within 48 hours) of any Tenants or guests who are to occupy the Member's residence in the absence of that Member. Every Tenant shall be required to register at the security control room on arrival and sign a declaration that he is acquainted with the rules and acknowledges that these rules are binding on him, failing which the association shall be entitled to deny that Tenant and/or guest access to the Estate. Once accepted the applicable Resident's/Owner's access tags will be transferred into the name of the Tenant.
- 14.1.7 If any Tenant, guest, employee or other invitees of any Member fails to comply with any of the provisions of the conduct rules of the Estate, the association shall be entitled to deny that Tenant, guest, employee or other invitee access to the Estate.

### 14.2 Usage

- 14.2.1 No business, trade or hospitality activities that require public access, are permitted without the prior written consent of the Trustees. Any exemptions previously granted will be personal to the relevant

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Member/Resident and will not be transferable upon sale of the property. The grant or withdrawal of such consent and the terms and conditions shall be entirely at the discretion of the Trustees and are subject to municipal by-laws.

- 14.2.2 Members/Residents shall not let their properties for the use of a commune.
- 14.2.3 Members/Residents of any erf within the Estate are liable for the conduct of their visitors, contractors and employees and must ensure that such parties abide by all rules.

## 15. NON-COMPLIANCE - FINES, DISPUTE RESOLUTION AND LEGAL ACTION

### 15.1 Fines

- 15.1.1 A special or annual general meeting will determine the amount of the fines to be imposed for initial and subsequent contraventions of the individual rules contained herein. This shall include, but not to be limited to, the fines referred to in Annexure A (the amount of which may be recommended to be altered from time to time by the Trustees of the HOA). Once these set amounts are agreed upon at the meeting/AGM, they will be published and sent to each Member/Resident for their records.
- 15.1.2 In the event of a breach by Members of an Owner's household, employees, invitees, guests and Tenants, the Owner shall be liable for the payment of any fines imposed. It thus falls on the Owner to seek compensation from the Person(s) responsible for the fine in question.
- 15.1.3 Any fine imposed shall be a debt due and payable to the HOA and will be added to the levies which an Owner is obliged to pay in terms of the Constitution and claimed by the Trustees as part of the monthly instalments payable by the Owner.

### 15.2 Dispute between KHOA and Resident – Initiated by KHOA

- 15.2.1 Any person who contravenes or fails to comply with any provision of this Code of Conduct, or any conditions imposed by or directions given in terms of the Code of Conduct, shall be deemed to have breached the Code of Conduct.
- 15.2.2 Notwithstanding the dispute resolution as per the Constitution, for purposes relating to the code of conduct, the following dispute resolution process is applicable:
  - 15.2.2.1 The Estate Manager or designated Trustees will contact the Resident by phone or email setting out the nature and extent of the breach and ask the Resident to remedy the situation offering practical (non-financial) assistance to do so.
  - 15.2.2.2 Should the matter not be resolved, a fine will be levied along with the delivery of an email with written confirmation of the nature of the transgression and failure to comply.
  - 15.2.2.3 The Resident shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such violation continues and shall be liable for additional escalating fines in respect of each such separate offence. (See Annexure A)
  - 15.2.2.4 The Resident will have the right to appeal the decision. In such cases, the Chairman will meet with the Estate Manager and or Trustees to hear and consider the appeal. The decision by the Appeal committee will be binding.
  - 15.2.2.5 If no resolution can be found, the decision will be made by the HOA as to whether the matter will be taken further with a relevant legal body.

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- 15.2.2.6 In the event of the HOA instituting any legal action or proceedings against an Owner as a result of any breach of any of the rules contained herein, such OWNER shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.
- 15.2.2.7 No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or will prevent their enforcement by the Trustees at any time.

### **15.3 Dispute Between Residents**

- 15.3.1 In the event of annoyance, aggravation or tension occurring between Owners and/or Tenants, the parties concerned need to attempt to settle the matter themselves in an amicable way consistent with the values of the Estate.
- 15.3.2 Should this process fail the aggrieved party may bring his/her complaint to the notice of the Estate Manager or Managing Agent in writing. This must be submitted on the Member Request/Complaint Form available in your Welcome Pack or on [www.kenrockcountryestate.co.za](http://www.kenrockcountryestate.co.za), and emailed to [hello@kenrockcountryestate.co.za](mailto:hello@kenrockcountryestate.co.za). Proof needs to be submitted that the complainant had tried to resolve the matter with the neighbours themselves. If the decision is made by the Estate Manager/Trustees that the dispute affects the wellbeing of the Estate in general and is a direct breach of estate rules, it may appoint a Trustee of the HOA to engage both parties with a view to finding resolution. A fine may, at the discretion of the Trustees be imposed.
- 15.3.3 If the decision of the HOA is not to resolve the issue, the Resident will need to decide themselves as to what legal action they wish to use to take the matter further including, but not limited to, referring the matter to CSOS who will decide whether the matter falls within the scope of their authority.

### **15.4 Dispute Between Resident and the KHOA - Initiated by the Resident**

- 15.4.1 Should a Resident wish to dispute an issue with the HOA, such Resident will submit their complaint/dispute in writing. This must be submitted on the Member Request/Complaint Form available in your Welcome Pack or on [www.kenrockcountryestate.co.za](http://www.kenrockcountryestate.co.za), and emailed to [hello@kenrockcountryestate.co.za](mailto:hello@kenrockcountryestate.co.za). The submission must clearly set out the nature of the complaint/dispute and provide substantive supporting documentation in support of the issue at hand. Unsubstantiated and broad sweeping claims without merit may not immediately be entertained.
- 15.4.2 The Estate Manager/Trustees will endeavour to resolve the issue if it is within their scope and capacity. If necessary, the chairman will call a meeting with the board to consider and resolve the matter.
- 15.4.3 The Estate Manager or Trustees, whichever is applicable, will respond in writing to the complainant within 7 days.
- 15.4.4 If all dispute resolution processes fail, then the HOA and the Resident will decide what further action they wish to take themselves, including, but not limited to, referring the matter to CSOS who will decide whether the matter falls within the scope of their authority.

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## 16. OWN RISK AND LIABILITY

- 16.1 While every reasonable care will be taken by the HOA, its Trustees or any of its employees in the conduct of their duties, visitors to the Estate do so entirely at their own risk and Members/Tenants who use external contractors or service providers hereby indemnify the HOA, its Trustees or any of its employees from any liability resulting from any action or conduct by their contractors or service providers.
- 16.2 The HOA, its Trustees or its appointed employees will not be liable for any injury or loss or damage of any description sustained physically to a Members property directly or indirectly, in or about the common area, its amenities or in individual erven.
- 16.3 The HOA shall not be liable or responsible in any manner whatsoever for the receipt of the non-receipt and delivery or non-delivery of goods, postal matter, or any other property.

## 17. LEGAL JURISDICTION

- 17.1 The Owner and Resident consent to the jurisdiction of the Magistrate's court in the event of any dispute or matter arising out of or relating to any aspect of the Owner's ownership of or any Resident's occupation of the erf, including but not limited to the HOA Constitution and all and any rules and regulations including but not limited to this Code of Conduct, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of such court.
- 17.2 Such consent shall not limit the right of any person to approach the appropriate Division of the High Court of South Africa, for the necessary relief.

## 18. NOTICES AND DOMICILIA

- 18.1 The Owner and Resident respectively choose as their domicile citandi et executandi the physical addresses on the Estate and/or, (including where such erf is vacant), at the latest physical or postal address and/or fax number and/or email address advised in writing to the Managing Agent where all notifications and processes at law may be delivered or served.
- 18.2 A party may from time to time change its address/es to any other address/es within the Republic of South Africa upon the expiry of one calendar month written notice provided that, for service of formal legal process, such address is a physical address, but otherwise shall include a fax number and email address, at which all notices and processes may be sent to or served.
- 18.3 Should any notice be given, it shall be deemed to have been received by the recipient
- (i) Where delivered by hand, on the date of delivery; or
  - (ii) By fax, on the date of transmission provided the sender has a proof in writing of sending;

*Continued on next page ...*



- (iii) By registered mail, on the third day after the date of posting (to an address in South Africa) or on the seventh day after the date of posting (to an address outside South Africa); or
- (iv) By email, in the manner provided for in the Electronic Communications and Transactions Act, 2000.



## ANNEXURE "A"

### SCHEDULE OF FINES

Subject to Clause 15 of this Code of Conduct (allowing amendments of amounts of fines in the discretion of the Trustees), the following fines will be imposed on the party in breach of the provisions of the relevant clause, which fine may be summarily debited to the levy account of the Owner by the Managing Agent:

#### ANY OFFENCE (EXPRESSLY OR IMPLICITY INCLUDED IN THIS CODE)

1 <sup>st</sup> Offence	R500.00
2 <sup>nd</sup> Offence	R1,000.00
3 <sup>rd</sup> Offence	R1,500.00

Thereafter, a continuing breach will result in a further fine of R2,000.00 per month until the default/breach is remedied to the satisfaction of the Trustees, notwithstanding that the Trustee may proceed with legal action simultaneously with the application for the aforementioned continuing fines.

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## ANNEXURE "B"

### ‘AT THE GATE’ APP

The "At the Gate" system of which the APP forms part of, is POPI-compliant. The APP is an optional add-on that enables Residents to invite guests. The cellphone number is registered as a Kenrock number and the APP downloaded for free. This ensures only Kenrock Residents can invite guests so enabling a smooth entry process.

The "APP" (At the Gate) may be downloaded to a Resident's mobile phone after having the phone's number registered on the system. This APP will allow the Resident to invite guests and contractors to visit their premises.

Separate usage instructions are available, if needed. Please email [hello@kenrockcountryestate.co.za](mailto:hello@kenrockcountryestate.co.za).

Once "invited" the guest will show the attached scan to security, they will scan the driver's license, motor vehicle license and allow the visitor to enter. The person who invited receives a notification that the guest has entered the Estate.

No guest is required to download the app





## ANNEXURE "C"

### STANDBY POWER GENERATORS

The use of Standby Generators is required to be registered with the City. Please visit <https://www.capetown.gov.za/City-Connect/Apply/Municipal-services/Electricity/Apply-for-a-standby-generator>.

For Residents' convenience, the process is set out below:

#### Apply for a standby generator

Residents and businesses that wish to operate a standby or backup generator using the City's electrical network are required to submit an application to Electricity Services.

##### How to apply

A standby generator serves as a safety net for those moments when the lights go out and you're not prepared. If you intend for the generator to synchronise with, or draw from, the City's electrical network then you must submit an application to the City's Electricity Generation and Distribution Department.

**PLEASE NOTE:** If you plan to operate the generator outside of the City's electrical network, you do not need to submit an application to Electricity Services. However, you will still need to get approval from the Development Management Department for applicable building plans, zoning and subdivision. You will also need to contact City Health Specialised Services to make sure noise levels, ventilation, pollution, and air quality are within regulations.

**Step 1:** Download the Connection of Low Voltage Standby Supply Application Form from the document Downloads section on the website. Ensure you have attached all supporting documentation and checked the relevant boxes on the form.

Supporting documentation, you will need:

- Site plan showing a scaled map of existing services
- Preliminary designs showing generators, transformers, customer circuitry interfacing with City of Cape Town electrical network, isolating devices, protection schemes, operating characteristics, etc.
- Written approval, provided by professional engineer or technologist registered with the Engineering Council of South Africa, for the complete electrical installation design, construction and commissioning



You will also need approval for the following before you submit your application:

- Zoning, subdivision or building structure plans
- Noise impact, ventilation, as well as an air pollution and quality assessment. These can be obtained by arranging for an environmental health inspector to visit the site.

Finally, your application will have to state that you meet the national standards as set out by the South African National Bureau of Standards. These can be found in the guidelines for electrical contractors, in the document downloads section below.

**Step 2:** Once you have completed your application and made sure that all supporting documentation is present, you can submit it manually at any one of the following Customer Support Service offices:

Area North Test and Metering Building Ndabeni Electricity Complex Melck Street Ndabeni 7405	Area East Electricity Services Head Office Private Bag X44 Bellville 7535	Area South 1st Floor Wynberg Electricity Depot Rosmead Avenue Wynberg 7800
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**PLEASE NOTE:** After the installation work has been completed, you must submit a certified copy of Compliance before electricity supply is connected

#### **Contact us**

Area North

Telephone: 021 444 2096 / 021 444 2097

Area East

Telephone: 021 444 8511 / 021 444 8512

Area South

Telephone: 021 400 4750 / 021 400 4753

City Call Centre

Telephone: 0860 103 089