



SEVEN OAKS

Estate

Wittedrift

Plettenberg Bay

THE SEVEN OAKS BODY CORPORATE SECTIONAL TITLE SCHEME CONDUCT RULES

PRELIMINARY

These rules shall not be added to, amended, or repealed except in accordance with Section 35(2)(b) if the Act and subject to the provisions of Section 35(3)(5) of the Act shall be binding. The provisions of the rules and the duties of the owner in relation to the use and occupation of his/her section and the common property shall be binding on the owner and the occupiers of his/her section.

1. INTERPRETATION

In the interpretation of these Rules, unless the context otherwise indicates:

- 1.1. 'Act' means the Sectional Title Act 1986 (Act 95 of 1986) as amended from time to time and amended to the Sectional Titles Schemes Management Act 2011 (Act 8 of 2011) and any regulations made and in force thereunder. Any reference to a section of the Act herein shall be deemed to be a reference to a corresponding section in the latter act.
- 1.2. 'Common Property' shall mean the common property of Seven Oaks as delineated in terms of the registered Sectional Plans for the Scheme.
- 1.3. 'Developer' shall mean THE HOME MARKET NPC (Company No. 2002/013333/08)
- 1.4. 'Managing Agent' means the person or the company appointed by the Trustees of the Body Corporate to handle the administrative and financial affairs of the Seven Oaks Scheme.
- 1.5. 'Owner' means an owner of a section.
- 1.6. 'Members' shall mean the owners of a sectional title unit in the estate and thus members of the Body Corporate and shall also include occupants nominated by such members.
- 1.7. 'Trustees' shall mean Trustees of the Body Corporate of Seven Oaks established in terms of the Sectional Title Act No 95 of 1986 as amended.
- 1.8. 'Unit' shall mean a sectional title unit (or Section) in the Sectional Title Scheme known as Seven Oaks ("the Estate").
- 1.9. 'Estate' means the Sectional Title Development known as Seven Oaks and situated on Erf 422 Wittedrift, Plettenberg Bay.
- 1.10. Words and expressions to which a meaning has been assigned in the Act shall bear the meanings so assigned to them.
- 1.11. Words importing the singular shall include the plural and the converse shall also apply. The masculine gender shall include the feminine and neutral genders and the neutral genders shall include the masculine and feminine genders.
- 1.12. Headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.



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- 1.13. 'Guidelines' means directives as prepared by the Trustees to assist owners in applying the Conduct Rules.
- 1.14. 'House' shall mean units with exclusive rights to garden areas.
- 1.15. 'Invitees' means the family members, guests, visitors, contractors, service providers an owner invites into Seven Oaks.
- 1.16. 'Local Authority' means the Bitou Municipality and its successors who are responsible for local governance.
- 1.17. 'Motor Vehicle' means an entity comprising of one or more mechanically/electrically powered units with or without any trailer physically joined by means of tow bars, tow ropes or mechanical articulation, and includes a motorcycle, motor tricycle, a motor car, golf cart which has pedals and a mechanically/electrically powered unit as an integral part which is designed to propel the vehicle.
- 1.18. 'Nuisance' means any conduct, act, omission, or condition performed in a section or on common property, which in the opinion of the Trustees is offensive, injurious, or dangerous to health, materially interferes with ordinary comfort, convenience, peace and quiet or which adversely effects the health, safety and wellbeing of the owners.
- 1.19. 'Occupier' means the tenant or other occupier of a section.
- 1.20. 'Structural alteration' means an alteration which is of a permanent nature, and which alters the form, structure, or essential framework of a building on the inside or outside thereof.

2. DOMESTIC PETS (ANIMALS, REPTILES AND BIRDS)

- 2.1. Residents may not keep any poisonous, exotic or other undomesticated or wild animals, poultry, pigeons, aviaries or livestock on their property.
- 2.2. Residents shall not keep any pets other than dogs and cats on their property or common property without the written consent of the Trustee Committee subject to the following:
 - 2.2.1 All residents shall register their domestic animals with the Estate Manager/Trustees. Should the animals exceed the number permitted in terms of these Rules, they will not be registered, and the resident will be required to immediately remove such animal/s from the Estate.
 - 2.2.2 Not more than one dog, one cat and one caged bird may be kept in homes at any one time provided that:
 - 2.2.3 Such dog and/or cat has been spayed or neutered and inoculated. A certificate by a veterinary surgeon must be presented in this regard. Breeding of any domestic animal on the Estate shall not be permitted.
 - 2.2.4 Such dog and/or cat is fitted with a collar that indicates the pet's name, its
 - 2.2.5 owner's name, telephone number and unit number.



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- 2.2.6 Such cat must wear an audible bell on its collar, to protect the estate birdlife.
- 2.2.7 Parrots are not encouraged due to the noise factor they can create.
- 2.2.8 In the event that a member enters the estate with two dogs or two cats, they shall be able to keep them on condition that, when one dies or absconds, it will not be replaced.
- 2.2.9 Dogs must be of a breed, size and disposition, suitable in the opinion of the trustees, to avoid aggravation or disturbance amongst residents. No breed of dog deemed "vicious by nature" will be permitted on the estate.
- 2.2.10 Dogs and cats shall be kept within the confines of their Owners' properties.
- 2.2.11 Dogs are only allowed on the common property if on a leash and under the control of its owner or competent handler.
- 2.2.12 Straying, unaccompanied dogs will be removed and handed over to a selected animal welfare organization or local pound at the risk and expense of the resident concerned.
- 2.2.13 Residents must immediately remove and suitably discard the excrement of their dogs and cats from the common areas and from the property of other residents.
- 2.2.14 Owners and residents should also regularly attend to the removal of any defecation by their pets from their own properties.
- 2.2.15 Pets may not be allowed to cause a nuisance, disturbance or annoyance to other residents.
- 2.2.16 Should a pet pass away, the Owner will require the prior permission of the Trustees to replace the pet which permission shall not be unreasonably withheld.
- 2.3. Should any animal or pet be adjudged by the Trustees or their authorized representative (e.g., the Estate Manager) as being a continual nuisance to other residents, the Trustees may procure its removal from the Estate, the costs of which will be recovered from the resident concerned in addition to any penalties which may be imposed thereon.
- 2.4. Residents shall be responsible for any damage or injury to property, persons or animals caused by their pets.
- 2.5. Visitors or guests who are staying on the estate for longer than 24 hours are not permitted to bring pets into Seven Oaks unless prior permission is sought and granted by the Trustees. Such permission will only be considered if well-motivated in writing prior to the planned visit. Short term visitors (i.e., less than 24 hours) may bring one pet onto the estate and, in the case of a dog, it must be kept on a leash when outside the house unless the house is appropriately fenced.



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- 2.6. The Trustees shall have the right to deny a member or resident permission, or withdraw permission, to keep pets if the member or resident breaches these rules. In this event, the member/resident will be given notice to remove the pet/s from the estate and shall be given a period of time within which to do so. In the event that the member/resident does not remove the pet from the estate, the Trustees will have the right to remove the pet.

3. REFUSE DISPOSAL

An owner shall:

- 3.1 Maintain a refuse receptacle in a hygienic condition within the unit or in the exclusive use area of the section.
- 3.2 Ensure that the refuse is securely wrapped and tied in approved black plastic bags or in yellow municipality bags. Ensure that tins and other containers are empty and drained of liquids.
- 3.3 Place the refuse bags within the refuse area.
- 3.4 Support recycling systems approved by the Trustees.

4. VEHICLES AND PARKING

- 4.1 All vehicles driven and parked within Seven Oaks Estate will be at Owners Risk.
- 4.2 An owner shall not park or stand any vehicle on Common Property without the written consent from the Trustees.
- 4.3 No caravans, mobile homes, boats, trailers, motorcycles, quad bikes, jet skis or similar vehicles shall be parked on exclusive use areas, parking bays or on common property within the Estate without prior written consent from the Trustees. Trustees may give approval under special circumstances for a vehicle of this type to be parked in the Estate for a period of time in a designated area. Approval given under this ruling may be withdrawn at any time by the Trustees.
- 4.4 Any vehicle which is left parked for an extended period on the Common Property, or in a parking bay, contrary to the rules or without the Trustees' written consent, will be moved or towed away or the wheels of such a vehicle will be clamped. A release fee will be determined for release of the vehicle plus, the charges incurred in the process prior to the release of the vehicle.
- 4.5 An owner is responsible for ensuring that the driveway to his/her unit is kept clean and free of oil and any other motor vehicle fluids.
- 4.6 No owner shall be permitted to dismantle or effect major repairs to any vehicle on a portion of the Common Property, the driveway or exclusive use area of the section.



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- 4.7 It is the owner's responsibility to ensure that his/her visitors are properly parked in the relevant driveway or on the one side of the road without obstructing a neighbouring driveway. Parking of vehicles should be limited to designated parking areas.
- 4.8 An owner shall not use his/her vehicle in such a manner which causes a nuisance to other owners. Motor car radios may not be heard outside the motor vehicle and the hooter of a vehicle may not be sounded on the Common Property, except in the case of an emergency or an imminent danger. Motor vehicles may not be driven on Common Property with headlights on bright.
- 4.9 An owner shall adhere to the speed limit of 20 kilometers per hour and be on the lookout for pedestrians and motorized scooters of disabled and elderly persons.
- 4.10 Owners shall observe all laws, ordinances, by-laws and regulations or rules imposed by statutory or other authority and, without detracting from the generality of the foregoing, shall observe and comply with the provisions of the Cape Provincial Road Traffic Ordinance No 21/1966 as amended (or any Ordinance or Act substituted therefore) as fully and effectually as though the private road is a public road as defined in terms of Section 1 of the Ordinance.

5. DAMAGE REPAIRS, ALTERATIONS AND ADDITIONS TO THE COMMUNAL PROPERTY

This part of the prescribed model of 'Conduct Rules' cover many aspects of damage repairs, alterations and additions. including the overlap with other regulations and requirements set by the local authority and the National Building Regulations and Building Standards Act, No 93 of 1977. This part can be divided into two categories –

- (1) Structural Repairs and Alterations to Unit Sections and /or to the Common Property and Renovations to Unit Sections,
- (2) Damage Repairs, alterations and device attachments to the Common Property and to the exterior of a building.

5.1 Structural Repairs and Alterations to Unit Sections- An Owner shall:

- Consult with the Trustees regarding plans and documents required by the Local Authority regarding structural alterations to a section and submit the necessary documentation to the Trustees.
- Consult with the Trustees regarding the procedures which must be followed as laid down by the Local Authority.
- In terms of the Act the owner must at this stage complete the preliminary investigation into the feasibility of the project and submit plans to the Trustees for authorization.
- On obtaining the authorization the owner must submit the plans to the local authority for approval. Once the local authority has approved the plans, a copy of the approved plans must be submitted to the trustees to obtain their consent to proceed with the structural alterations.



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- 5.2 Damage Repairs, Alterations and Device Attachments to the Common property and to the exterior of a building –
- 5.2.1 An Owner shall not mark, drive nails, screws or the like into any part of the Common Property, paint, damage or alter the exterior of their Unit without first obtaining written consent of the Trustees.
- 5.2.2 Notwithstanding sub-rule 5.2.1 an owner or the person authorized by him, may install:
- (a) an approved locking device, safety gate, burglar bars or other safety device for the protection of his Unit,
 - (b) an approved screen or other device to prevent the entry of animals or insects, provided the Trustees have first approved in writing the nature and design of the device and the manner of the installation.
- 5.2.3 An Owner shall not construct or erect any satellite dish, communication equipment, glass panel or solar panel, air conditioner, solar heating system, blind, shade cover, canopy, awning or any other attachment or device to any part of the Common Property or exterior of the building including the patio without the written consent of the Trustees and approval of the nature, design and installation of the attachment or device.
- 5.2.4 An owner is responsible for his own television license, decoder installation, satellite adjustments, maintenance and repairs and all related charges.
- 5.2.5 An Owner shall with regards renovations to the interior of a unit, for insurance purposes, provide the Trustees with details including valuations of fittings and fixtures installed or substituted during renovations. All gas installations must comply with current legislation and be certified by an approved installer. Such installation must be declared for insurance purposes and have written Trustee consent.

6. APPEARANCE FROM OUTSIDE

- 6.1 An Owner shall not place anything on part of the Common Property, including patios, steps and gardens which could be aesthetically displeasing and in contradiction to the general ambience and environmental enhancement of the Estate.
- 6.2 An Owner must ensure that his unit is provided with adequate curtaining and blinds. All curtains, linings and blinds which are visible from the outside of the unit must be of a neutral colour. No tinting of glass which faces onto Common Property is permitted.



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7. SIGNS AND NOTICES

An Owner shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or the unit, so as to be visible from the outside of the unit.

8. LITTERING

An Owner shall not deposit, throw or permit to be thrown or deposited onto Common Property or part of his Section any rubbish, including cigarette butts, food scraps or any other litter.

9. LAUNDRY

An Owner shall not without the written consent of the Trustees erect washing lines, nor hang any washing or any other items on any part of the unit or Common Property which will be visible outside the unit or from other units.

10. STORAGE OF INFLAMMABLE MATERIAL AND OTHER POTENTIALLY DANGEROUS ACTS.

10.1 An Owner shall not store any material or allow any dangerous acts to be done in his unit or on the Common Property which could increase the rate of the premium payable on any applicable insurance policy. An Owner shall ensure that no inflammable material or material in quantities which could constitute a danger are stored in his unit or garage, in contravention of the insurance policy applicable to the Section.

10.2 Should an Owner be found to have contravened sub-clause 10.1 the owner shall be liable for any damage arising from such contravention.

11. NOISE AND NUISANCE FACTOR

11.1 An Owner shall ensure that their activities do not constitute a nuisance to neighbours, and that noise is kept to a minimum.

11.2 Despite Clause 11.1, an Owner shall ensure, during the hours of 22:00 to 07:30 and 13:00 to 15:00, that additional care is taken to reduce noise so that rest of neighbours is not disturbed. No power tools, lawn mowers or other noisy devices shall be used during these hours.

11.3 Radios, televisions, all kinds of music players including cell phones, smartphones and music instruments shall be used in such a manner that the sound cannot be heard from neighbouring units.

11.4 No hobbies or other activities that cause undue noise or disturbance are permitted on the Common Property.



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12. LETTING OF SECTIONS AND RELATED MATTERS

- 12.1 All tenants of units and other persons granted rights of occupancy by the owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or grant of occupancy rights.
- 12.2 An Owner shall ensure that these rules are incorporated into the lease agreement as an annexure and that the material breach of these rules shall constitute a breach of the lease agreement thereby requiring the owner to terminate the lease agreement on written notice from the Trustees.
- 12.3 The written notice by the Trustees requiring termination of lease agreement must show evidence that the request is fair and reasonable.
- 12.4 An Owner who lets or grants occupation of a section, whether gratuitously or not and irrespective of the lease period shall comply with the following provisions and ensure compliance by the letting agent:
- 12.4.1 A written lease agreement must be concluded with the tenant. Short term leases are not permitted. Lease periods shall be a minimum of 6 months.
- 12.4.2 A Copy of the Conduct Rules of Seven Oaks shall be signed and each page initialled by the tenant. A signed copy must be returned to the Trustees.
- 12.4.3 The following additional provisions must be incorporated into the lease agreement:
- The tenant acknowledges that Seven Oaks is a residential scheme and that the tenant and occupiers of the unit will be bound by the Conduct Rules.
 - The tenant acknowledges that the Trustees have the power to impose penalties in respect of contraventions of conduct rules and other restricting remedies available to the Body Corporate in terms of the Conduct Rules.
 - The tenant agrees that a breach of Conduct Rules will constitute a breach of the lease agreement and may require the owner to terminate the lease agreement by written notice.
- 12.5 No owner or letting agent may give right of occupation of the section to any person until all the provisions and sub-rules have been complied with.



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13. ERADICATION OF PESTS

- 13.1 An Owner shall keep his unit free of rats, mice, cockroaches, white ants and other wood destroying insects.
- 13.2 The costs of inspection and eradicating of pests found in the common area shall be assigned to the Body Corporate.
- 13.3 If it is found that the Owner's conduct and negligence has led and contributed to the infestation and damage, the costs will be assigned to the owner.

14. OCCUPANCY OF UNITS, INCLUDING VISITORS AND GUESTS

- 14.1 The number of occupants and/or temporary occupants of a section, including children, shall be restricted to:
 - 14.1.1 Five (5) persons in respect of a section with two bedrooms; and
 - 14.1.2 Seven (7) persons in respect of a section with three bedrooms.
- 14.2 An Owner shall be responsible for the behaviour of their visitors and guests and any damage caused by them. Care must be taken to prevent such damage. And must ensure that they adhere to the Conduct Rules.
- 14.3 Children are welcome in the Seven Oaks Estate but must be supervised particularly when on Common Property and using communal facilities.

15. USE OF COMMON PROPERTY AND COMMUNAL FACILITIES

- 15.1 Owners and occupiers and their invited visitors and guests shall use and enjoy the common property and facilities in such a manner as not to interfere with the use and enjoyment thereof by other owners and occupiers.
- 15.2 Owners and occupiers shall comply with the reasonable conditions imposed from time to time by the Trustees in respect to the use of common property and facilities.
- 15.3 Invited guests and visitors must be accompanied by the owner or occupier when making use of communal facilities.

16. LANDSCAPING, GARDENS AND PLANTING

- 16.1 Gardens and open spaces that form part of the common property will be maintained by the Body Corporate. All trees and shrubs will be strategically planted and regularly maintained and pruned in order to provide privacy while at the same time curtailing overgrowth and encroachment.
- 16.2 Owners and occupiers may not trim, prune, remove or in any way interfere with the trees, shrubs and other plants planted on the Common Property without consent from the Trustees.
- 16.3 Owners and occupiers will be permitted to garden their personal garden in their exclusive use areas. This gardening activity will be done by the owner in consultation with the Trustees of the Seven Oaks Scheme, according to a



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prescribed Landscaping and Gardening Policy.

- 16.4 Plant pots and containers must be of a good quality and well maintained. These pots and containers must be aesthetically pleasing and enhance the general environmental ambience of the surrounding gardens.

17. ADDITIONS AND AMENDMENTS TO CONDUCT RULES

- 17.1 These Conduct Rules may be substituted, added to, amended or repealed by special resolution of the Body Corporate provided that such conduct rules may not be irreconcilable with any Seven Oaks management rule.
- 17.2 Any such additions and amendments shall come into effect as soon as they have been approved by the Community Schemes Ombud after which members will be informed thereof by email.

18. IMPOSITION OF PENALTIES

- 18.1 If the Conduct of an Owner or an Occupier of a Unit or his visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier, or visitor contravenes, breaches, disobeys, or disregards a Management or Conduct Rule, the Trustees may furnish the Owner with a written notice, which may in the discretion of the Trustees, be delivered by email, hand, or registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the Owner of the Unit.
- 18.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 18.3 A written notice by which the Owner is informed of the purpose of the meeting and invited to attend, must be sent to the Owner at least 7 (seven) days before the meeting is held. At the meeting the Owner must be given the opportunity to present his or her case, but except in so far as may be permitted by the Chairperson, he or she may not participate in the affairs of or voting at that specific meeting.
- 18.4 After the Owner has been given the opportunity to present his case, the Trustees may decide to impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 18.5 The Trustees may, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence, as displayed on a fine guideline policy developed by the Trustees.

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