



---

PECANWOOD  
— ESTATE —  
HOMEOWNERS ASSOCIATION

## **Code of Conduct**

### **Guidelines to Sustainable Lifestyle at Pecanwood Estate**

Code of Conduct adopted by the Board of Directors to replace and supersede any previous Estate Rules, Regulations and Amendments in respect of conduct by Members of the Pecanwood Estate Homeowners Association NPC

July 2016

|                                                                                 |    |
|---------------------------------------------------------------------------------|----|
| 1. INTRODUCTION: .....                                                          | 3  |
| 1.3. CONTACT DETAILS FOR THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION NPC: ..... | 3  |
| 2. LEGAL STATUS, ENFORCEMENT AND PROCEDURES: .....                              | 3  |
| 3. DEFINITIONS: .....                                                           | 4  |
| 4. INTERPRETATION AND GENERAL: .....                                            | 4  |
| 5. MEMBERS OBLIGATIONS: .....                                                   | 5  |
| 5.1. LEVY PAYMENTS: .....                                                       | 5  |
| 6. GENERAL: .....                                                               | 5  |
| 6.1. SERVICES: .....                                                            | 5  |
| 6.2. REFUSE REMOVAL AND RECYCLING: .....                                        | 5  |
| 6.3. RE-SALES AND LETTING: .....                                                | 6  |
| 6.4. ADVERTISEMENTS / SIGNBOARDS: .....                                         | 6  |
| 6.5. GARDENS AND PROPERTY MAINTENANCE: .....                                    | 7  |
| 6.6. ESTATE APPEARANCE: .....                                                   | 7  |
| 6.7. AESTHETIC APPEARANCE OF PROPERTIES: .....                                  | 8  |
| 7. SAFETY AND WELFARE: .....                                                    | 8  |
| 7.1. SECURITY: .....                                                            | 8  |
| 7.2. ACCESS CARD PROCEDURE: .....                                               | 9  |
| 7.3. ROADS AND TRAFFIC: .....                                                   | 10 |
| 7.4. GOLF CARTS: .....                                                          | 11 |
| 7.5. ANIMALS AND PETS: .....                                                    | 12 |
| 7.6. SWIMMING POOLS, LAKES, DAMS AND WATER FEATURES: .....                      | 13 |
| 7.7. NO WAKE ZONE: .....                                                        | 13 |
| 7.8. WALKING, JOGGING, CYCLING: .....                                           | 14 |
| 7.9. NEIGHBOUR RELATIONS: .....                                                 | 14 |
| 7.10. DISPUTE RESOLUTION: .....                                                 | 15 |
| 8. DISCLAIMER: .....                                                            | 15 |
| 9. PECANWOOD GOLF AND COUNTRY CLUB AND THE BOATCLUB: .....                      | 16 |
| ANNEXURE "A" .....                                                              | 18 |
| ANNEXURE "B" .....                                                              | 19 |

1. **INTRODUCTION:**

1.1. Owners of Properties in Pecanwood Estate Township enjoy a unique lifestyle in an environmentally rich countryside of mountains and water. Estate communal living does, however, call for certain restraints and Members must at all-time consider the rights and privileges of other Members.

1.2. This Code of Conduct was created and is enforced to sustain and protect the unique lifestyle and an attempt to protect every member's capital investment.

1.3. **CONTACT DETAILS FOR THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION NPC:**

1.3.1. Postal Address: Pecanwood Homeowners Association; PO Box 302; Broederstroom; 0240  
Physical Address: R512, Provincial Road, Broederstroom, 0240 HOA Offices Landline: 012 244 1900; HOA Fax line: 012 244 1902  
E-mail Address: [pecanwood@wol.co.za](mailto:pecanwood@wol.co.za) Web address: [www.pecanwood.co.za](http://www.pecanwood.co.za)

2. **LEGAL STATUS, ENFORCEMENT AND PROCEDURES:**

2.1. These Rules contained in this Code of Conduct, have been established and are enforceable in terms of the Memorandum of Incorporation of the Pecanwood Estate Homeowners NPC ("**HOA**") duly accepted at a Special General Meeting held on 30 July 2011.

2.2. All Members are obliged to comply with this Code of Conduct.

2.3. The Registered Owners of every Property within the Estate is responsible for ensuring that all Members of his Family, Tenants, *bona fide* Occupants, Visitors, Invitees, Employees, Contractors, Contractors' Subcontractors, and Delivery Persons, also comply with this Code of Conduct.

2.4. The Board of Directors of the HOA has the right in the event of a breach of a Rule of this Code of Conduct by a Member or Resident (and without any notice should the Board in their discretion deem that no notice is warranted) to take such action against the defaulting Member or Resident as they deem fit, including but not limited to:

2.4.1. To remedy the breach at the defaulting Member's cost, and/or

2.4.2. Impose of a Fine as the Board deem appropriate against the defaulting Members (any Fines that may be imposed will be debited to the defaulting Members levy account); and/or

2.4.3. Take such other action, including Court Proceedings, as the Board deem fit; and/or

2.4.4. Restrict access of the Member to the Estate by deactivating the access card(s).

2.5. These Conduct Rules are subject to change from time to time and as per Resolution of the Board of Directors. The Board of Directors are entitled to add to, amend, or repeal any of these Conduct Rules as deemed necessary so as to protect the interests of the HOA and its members, the common interests of Members and the integrity of the Estate as a whole.

2.6. Attached hereto as Annexure "A" is a schedule of Fines of listed transgressions. This list is not exhaustive of the transgressions and the Board is not restricted to the fines as listed.

2.7. In the event that any Member contends that he/she has not breached any of these Conduct Rules, the Chairperson of the HOA is entitled to appoint a Panel consisting of three (3) Directors to adjudicate summarily upon the issue of breach or not and as per the procedure which the Chairperson may advise upon. (Refer to Article 7.5 of the MOI)

### 3. **DEFINITIONS:**

3.1. "***Pecanwood Estate Homeowners Association NPC (HOA)***" a duly registered and incorporated Non-Profit Company in terms of the Companies Act, Act 71 of 2008 with a Memorandum of Incorporation duly accepted at a Special General Meeting held on 30 July 2011.

3.2. "***Governing Documents***" refers to the Memorandum of Incorporation of the HOA, this Code of Conduct and the Architectural Design and Building Rules and Building Contractor Rules which dictates the contractual relationship between the HOA and its members and aims to protect the investment and benefit of all Members. Members are responsible for examining and being familiar with these documents. The governing documents are recorded and available on the Company's official website and each member is bound by these documents.

3.3. "***HOA Management***" refers to the Management Staff of Pecanwood Estate, which manages the Common Areas, House Gardens, Perimeter Security and Access Control and Administration, the Association.

3.4. "***Member***" the Legal Registered Owner of a Stand within Pecanwood Estate Township inclusive of the Pecanwood Golf and Country Club and Boat Club and includes their Family, Tenants, *bona fide* Occupants, Visitors, Invitees, Employees, Contractors, Contractors' Subcontractors, and Delivery Persons.

3.5. "***Recreational Facilities***" includes, but may not be limited to, the Common Landscaped Areas, Golf Cart Paths, Recreational Traffic Islands, Jungle Gyms and Internal Lakes.

3.6. "***Pets***" refers to dogs, cats and other domestic animals. The definition does not provide for livestock, poultry or pets that may be classified as "***exotic***".

3.7. "***Resident***" refers to member or tenant of a residential dwelling or other building located within Pecanwood Estate and includes his Family, Tenants, *bona fide* Occupants, Visitors, Invitees, Employees, Contractors, Contractors' Subcontractors, and Delivery Persons.

### 4. **INTERPRETATION AND GENERAL:**

4.1. In order to preserve and enhance the residential amenity and lifestyle within the Estate, all Members shall at all times behave and conduct themselves in a considerate, reasonable and civilised manner, and shall in particular avoid causing inconvenience or nuisance to other Members.

5. **MEMBERS OBLIGATIONS:**

5.1. **LEVY PAYMENTS:**

- 5.1.1. Levies are payable in advance, on the first (01<sup>st</sup>) day of the month and interest accrues on arrears as per a Resolution adopted by the Board of Directors.
- 5.1.2. Levies may not be withheld for any reason whatsoever.
- 5.1.3. Those Members who jointly own a Property are liable for levies jointly and severally.
- 5.1.4. In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has in Law, to take such action against the defaulting Member as may be resolved upon by the Board.
- 5.1.5. Members are encouraged to arrange the loading of a debit order with the administrative Agent for the HOA being Du Preez Accountants (012) 244 3003, fax (012) 244 3071, email: [carin@dpaccountants.co.za](mailto:carin@dpaccountants.co.za) to ensure prompt and timeous payment of levies.

6. **GENERAL:**

6.1. **SERVICES:**

- 6.1.1. Apart from electrical services provided by City of Tshwane, telecommunication services by Telkom SA Ltd and refuse removal by the Local Council of Madibeng, all the other Township Services and the Internal Roads of the Estate are owned, operated and maintained by the HOA.
- 6.1.2. Potable drinking water is provided by the HOA and invoiced monthly as per the consumption.
- 6.1.3. Members are encouraged not to use a hosepipe connected to the potable water to wash cars, pavements, drive ways and not to excessively water gardens.
- 6.1.4. Member's gardens are irrigated directly off the Golf Course irrigation system and with untreated Dam water.
- 6.1.5. The Local Municipality of Madibeng has secured a full time Contract with the National Energy Corporation ("**NECSA**") for fire protection services to the Estate. They can be contacted on 012 305 3333.

6.2. **REFUSE REMOVAL AND RECYCLING:**

- 6.2.1. A refuse removal service is provided by The Local Municipality of Madibeng on a weekly basis. The collection of refuse is every Monday or a day decided upon. Dustbins should be moved to the front of your Property for ease of access and should where possible be stored out of sight from the golf course or street.

6.2.2. A recycling program has been implemented on the Estate specifically for glass, tin, paper, plastic and cardboard. The recycling receptacles are located at the Telkom Exchange close to the Main Gate. The Board of Directors would like to encourage residents to utilise the recycling facilities.

6.2.3. No refuse, garden soil or garden refuse, or rubble may be dumped on Vacant Stands.

6.3. **RE-SALES AND LETTING:**

6.3.1. In order to ensure that Prospective Purchasers are correctly informed about the Estate and to avoid the proliferation of unsightly signage, Members are encouraged to employ an Estate Agent duly registered with the HOA for re-sales and letting.

6.3.2. All sales agreements must include an obligation for the Purchaser to become a Member of the HOA upon Transfer of the Property in his name and to remain as a Member for so long as he is the Registered Owner of the Property.

6.3.3. In the instances where the beneficial Ownership or control of a Company, Close Corporation, Trust or other Association, which constitute the owner of a stand or property, is changed or transferred, the Transferor must notify the HOA forthwith of the change or Transfer and with the full names and address of the new Member(s) or Director(s) or Trustee(s).

6.3.4. Any Lease Agreement in respect of a Member's Property must include an obligation for the Tenant to observe this Code of Conduct and the rules of the Golf & Country Club and the Boat club.

6.3.5. "**On show**" signs may only be displayed for Sunday show house purposes and only on the Street side of the Property concerned. No pointer or other advertising boards are permitted.

6.4. **ADVERTISEMENTS / SIGNBOARDS:**

6.4.1. The Name "Pecanwood" and the Pecanwood Logo are subject to a registered trademark owned by the HOA and may not be used.

6.4.2. No electronic and/or written and/or other advertisement / signboard may claim to represent the HOA and/or ignore and/or attach their own interpretation of this Code of Conduct.

6.4.3. No flyers or promotional material of any kind may be distributed on the Estate or at / or near or outside the gates to the Estate under any circumstances, unless prior written authorisation has been obtained in writing from the Estate General Manager.

6.4.4. No door-to-door canvassing may be done or advertisements, flyers or similar material may be delivered to Properties within Pecanwood Estate.

6.4.5. No advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted outside or on properties or within the Estate.

6.4.6. No Hawkers are permitted to transact business on Pecanwood Estate.

6.5. **GARDENS AND PROPERTY MAINTENANCE:**

- 6.5.1. All horticultural and landscape areas of the Estate including Common Landscaped Areas, Golf Cart paths, Sidewalks, Recreational Islands, Jungle Gyms and Internal Lakes will be maintained and managed by the HOA.
- 6.5.2. No trees or plants in common open spaces may be damaged or removed.
- 6.5.3. Members are requested not to plant any noxious flora in their gardens.
- 6.5.4. Indigenous plants are encouraged and Members are referred to the Architectural Design and Building Rules and Building Contractor Rules for acceptable fauna to be planted in private gardens.
- 6.5.5. Gardens of individual Properties will also be maintained by the HOA. This service includes only grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants. There is no provision for supplementary planting or tree removal but additional gardening services may be agreed to by and between the Member and the service provider.
- 6.5.6. The garden irrigation system as installed will be maintained by the HOA provided that it was installed by an approved HOA Irrigation Contractor, except where Members have done alterations or additional work, or where damaged by the Member. Repairs are then be done by HOA at the cost of the Member concerned.
- 6.5.7. Although the HOA maintains gardens, a Member is permitted to improve and supplement planting to his Property within his Property's Boundaries (i.e. not on the Sidewalk or on the Golf Course). Such improvements must be approved in writing by the HOA prior to it being implemented.
- 6.5.8. In order to create the desired continuity of landscaping, all landscaping **MUST** be approved by the HOA. A landscaping plan **MUST** be submitted to the HOA for approval prior to the commencement of any landscaping.
- 6.5.9. A Member must maintain all aspects of the exterior of his house, fencing, pools and paving to a suitable level of upkeep, neatness and tidiness to the satisfaction of the HOA and as per the requirements of the Architectural Design and Building Rules and Building Contractor Rules.
- 6.5.10. Construction / maintenance, including landscape maintenance is limited to the hours of 07h00 to 18h00, Monday to Friday.

6.6. **ESTATE APPEARANCE:**

- 6.6.1. Members are requested to leave the open spaces in a clean and tidy condition and to conscientiously dispose of any litter.
- 6.6.2. All vacant Stands within the Estate will be cut and kept clear by the HOA at the Registered Member's cost.

- 6.6.3. The Golf Club will maintain the Irrigation Lake and other Lakes within Pecanwood Estate.
- 6.6.4. The main Hartbeespoort Dam water's edge of the Residential Properties will be cleaned and maintained by the HOA, including reasonable control of the hyacinth weed and other undesirable material.
- 6.6.5. Unless written permission is obtained from the HOA, no open fires, braai or barbecuing is permitted in open areas or anywhere on the common areas.

6.7. **AESTHETIC APPEARANCE OF PROPERTIES:**

- 6.7.1. Members are encouraged to consult and peruse the Architectural Design and Building Rules and Building Contractor Rules in addition to the aesthetic rules set out in this Code of Conduct. The Architectural Design and Building Rules and Building Contractor Rules are available on the HOA official website or from the Estate Offices.
- 6.7.2. The planning concept for Pecanwood Estate is one of openness and visual transparency. Garden areas on both Street and Golf Course sides of any residential dwelling are therefore open to viewing and must be kept clear and uncluttered.
- 6.7.3. The storage of flammable materials, erection of Wendy-houses or tool sheds, storage of boats, windsurfers, trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools and any other unsightly objects are not permitted in gardens or driveways. In particular, but without limiting the generality of the aforementioned, a Member shall not hang any washing or laundry or any other items that are visible from the Road or the Golf Course or over any Boundary Fence.
- 6.7.4. Fixtures and other items such as wash lines, air-conditioning ducts and units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators, kennels should be seated as discretely and out of view as possible and may only be installed subject to prior written approval of HOA.
- 6.7.5. In the interests of all Members, each Member is required to carry sufficient Building Insurance cover for his House so that any major mishap can be repaired and made good.

7. **SAFETY AND WELFARE:**

7.1. **SECURITY:**

- 7.1.1. Security is of paramount importance to Pecanwood Estate. Members shall at all times assist and comply with the Security systems and procedures implemented on the Estate, particularly with regard to Access Control.
- 7.1.2. The Perimeter Security, Patrols, and Access Controls, serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate.
- 7.1.3. Ongoing improved Security systems and management will be put in place and Members will be accordingly be informed.



- 7.1.4. Members must adhere to Security Procedures and respect the Security personnel's role and Security Guards shall not be abused nor obstructed from performing their functions.
- 7.1.5. The Main Gate Service Centre situated at the Entrance Gate to the Estate, has Remote Control Booms installed, a pre-coded telephone system, and a Panic / Burglar Alarm Receiver for those members which have optionally installed their own compatible system.
- 7.1.6. Members and more particularly, Members who only use their Dwellings occasionally, are encouraged to install a Burglar Alarm System in their Houses and have the Alarm System linked to the Control Room.
- 7.1.7. Burglar Alarms may not have an audible siren attached.
- 7.1.8. The telephone system is dependent on Telkom's reticulation and performance.
- 7.1.9. Visitors must register at the Entrance Gate and complete the required procedure prior to gaining access to the Estate. Visitors to the Estate are required to have available a barcoded South African ID document, RSA driver's license or passport to gain access to the Estate.
- 7.1.10. Domestic Workers, Contractors and Service Providers are required to enter and exit the Estate through the Contractors Gate located on the Southern Perimeter.
- 7.1.11. Access Control Logs, CCTV footage and other security information is property of the HOA and may not be distributed.
- 7.1.12. The Board of the HOA reserves the right to adopt from time to time further and more specific and detailed Rules for Security and Protection.
- 7.1.13. No fireworks or setting off of fireworks of any kind are permitted on the Estate.
- 7.1.14. Micro-light planes, helicopters, para-gliders, parachutists, etc. are not permitted to land on the Estate or on the Golf Course

7.2. **ACCESS CARD PROCEDURE:**

- 7.2.1. The process for issuing Access Cards is as follows:
  - 7.2.1.1. Submit completed Application form at Security (Application forms are available at the Main Gate Service Centre and from the HOA offices).
  - 7.2.1.2. Applicants' details are then verified.
  - 7.2.1.3. Access Card detail captured.
  - 7.2.1.4. Photograph taken of Applicant which will be printed and issued on access card.
  - 7.2.1.5. Proof of Identity is required when collecting the new cards. (ID Book or driver's license).

- 7.2.1.6. Vetting of all Contractors and Domestic Workers Criminal Records status via the South African Police Services.

7.3. **ROADS AND TRAFFIC:**

- 7.3.1. Internal Roads, Recreational Islands and Sidewalks are used by everyone and extreme care must be taken by Drivers to ensure the safety of all other users and pedestrians.
- 7.3.2. Everyone who uses the estate roads are encouraged to **“Share the Road”** with other road users.
- 7.3.3. Golfers and Pedestrians may cross the internal roads at designated points and drivers should approach these with caution.
- 7.3.4. Golfers and Pedestrians have the right of way.
- 7.3.5. All intersections are to be regarded as being controlled by a 4-way yield sign, unless otherwise dictated by stop signs.
- 7.3.6. The HOA is not authorised to enforce the provisions contained in the Road Traffic Act and or Municipal By-Laws. However, such non-enforcement does not compromise a Condonation by the HOA of any breaches thereof by any person within the Estate. The Board of Directors reserve the right to impose the Rules and any sanctions, inclusive of fines, as provided in this Code of Conduct and Memorandum of Incorporation against Traffic Offenders.
- 7.3.7. The speed limit is 40 km/hour (forty kilometres per hour), and the appropriate regulations of the Road Traffic Ordinance shall apply.
- 7.3.8. A maximum loading of 6 (six) tons per axle for a truck is permitted in and on the Estate Internal Roads. Furniture Removal trucks are permitted at the discretion of the HOA.
- 7.3.9. Members’ cars should generally be parked in their garages, and Visitors’ are encouraged to park their vehicles on the property of the Member who is visited or sidewalk and should not obstruct traffic.
- 7.3.10. Revving of a boat, motorbike, car or other engines should be restricted to the absolute minimum necessary and no major repairs or the reconditioning of vehicles or engines are permitted on the Internal Roads, driveways or open spaces.
- 7.3.11. Except for arrival and departure, motorbikes are not permitted to drive around the Estate at any time.
- 7.3.12. No quad bikes or motorised four wheel motorcycles (“mule”) will be allowed except for *bona fide* maintenance services or security services.
- 7.3.13. For the purpose of these Rules the definition of a motor vehicle and or motor cycle shall include all self-propelled vehicles as defined in the Road Traffic Ordinance including but not limited to Golf Carts, scooters, mopeds, and/or other vehicles as may be defined by the HOA.

- 7.3.14. The operator/driver of any vehicle on the Estate must be in possession of a valid driver's license applicable for the type of motor vehicle or motorcycle that is being driven or operated as stipulated in the National Road Traffic Act.
- 7.3.15. An operator of a vehicle exceeding 230kg (two hundred and thirty kilograms) and which are not defined in the National Road Traffic Act must be in possession of at least a "**Category A1**" license, i.e. 125cc motor cycle license.
- 7.3.16. The Board of Directors reserve the right to amend, vary, accept or repeal more specific and detailed Rules for Roads and Traffic from time to time.
- 7.3.17. The safety equipment associated with the type of equipment or vehicle being used and which is also recommended by the manufacturer and/or relevant Legislation, must be worn or used at all times.
- 7.3.18. Any claims, whether personal or consequential, that may arise in relation to the use of any equipment or vehicle on the Estate will be the sole responsibility of the user of the equipment.

7.4. **GOLF CARTS:**

- 7.4.1. Please note that according to the provisions contained in the Road Traffic Act, Golf Carts are not legally licensed vehicles and as such may not be operated on public Roads.
- 7.4.2. Privately Owned Carts that are used to commute around the Estate must remain on the Internal Roads and Cart paths and must at all-time be in the control of a licensed driver with no more Occupants than the Golf Cart is designed for. The minimum required license is a "**Category A1**" license or learner's license i.e. 125cc motorbike license.
- 7.4.3. Any claims, whether personal or consequential, that might arise in relation to the use of a Privately Owned Golf Cart on the Estate will be the sole responsibility of the licensed driver and the Registered Member of the Privately Owned Golf Cart.
- 7.4.4. All Golf Carts must be registered with the HOA and a Registration Number (Stand number) as per the requirements of the HOA, must be displayed on the Golf Cart. Registration of Golf Carts must be done at the Security office located at the Main Gate Security Service Centre.
- 7.4.5. Designated paths that cross the Golf course and that link parts of the Estate are only to be utilised for Golf Cart usage after playing hours, provided due consideration is given to Pedestrians and Golf Carts remain on the path route.
- 7.4.6. Golf Carts must be quiet, non-pollutant, i.e. electric and in general good condition, neat and tidy.
- 7.4.7. It is to be noted that the Golf Course is a separately owned private Property and limited access is permitted at the Member's discretion.
- 7.4.8. Unless being used for official Golf, no Golf Carts are permitted on the course at any time.
- 7.4.9. No advertising of whatever nature may be displayed on Golf Carts.

7.5. **ANIMALS AND PETS:**

- 7.5.1. Pets are permitted at the discretion of the HOA and such permission may be withdrawn at any time, without reason, justification or liability.
- 7.5.2. Any pets or dogs which causes a nuisance and which or are not on a controlled leash on the Common Areas may be removed from the Estate by the HOA, without further notice.
- 7.5.3. Pets need to be strictly controlled by Members, both on common property and on private Property.
- 7.5.4. All pets must be kept within an enclosure or enclosed yard or inside the residential dwelling.
- 7.5.5. All pets are to be on a leash held by an individual capable of controlling the animal at all times when on the Common Areas.
- 7.5.6. Pets found wandering around on the Estate unattended and or without a leash, may be removed from the Estate by the HOA without further notice. Pets must not harass or be allowed to harass other persons, children, cyclists, joggers or other pets.
- 7.5.7. Every cat and dog must wear a tag with the Member's name and Stand number.
- 7.5.8. Pets are only allowed on the Golf Course after play has stopped for the day and then only on the Cart paths. Pets must be on a leash held by an individual capable of controlling the animal at all times on the Cart paths. Pets are not allowed on the Golf Course fairways, rough and greens. Pets are not permitted to swim in any of the dams and Lakes on the Estate.
- 7.5.9. Pet excrement must be immediately removed by the Member or handler. "Fido houses" are erected and maintained by the HOA at intervals along the Common Areas and are to be used to disburse of pet excrement.
- 7.5.10. The natural fauna on the Estate is to be protected and enhanced and must not be chased or killed by pets. No catapults, pellet guns, firearms, bows, cross bows or traps shall be used by any persons on the Estate.
- 7.5.11. The riding of horses within the Estate or on the Golf Course is prohibited.
- 7.5.12. No animals of any kind shall be raised, bread, or kept for any commercial purpose on any Stand.
- 7.5.13. Unless written permission is obtained from the HOA, all rabbits or species of burrowing gregarious herbivorous types are specifically prohibited based on the proximity of the Golf course.
- 7.5.14. Livestock, poultry and farm animals are prohibited.
- 7.5.15. No slaughtering of animals and butchery activities may be carried out on any Stand or on the Estate.

- 7.5.16. No animal should be allowed to roam at large in the Common Areas.
- 7.5.17. Members are responsible for any personal injury or property damage caused by their pets.
- 7.5.18. People wishing to keep exotic pets i.e. pets requiring permits, should contact the HOA for written permission prior to obtaining such pets or bringing these exotic pets onto the Estate.
- 7.5.19. Please refer Annexure “B” for a list of pets that are suitable for Estate living.

7.6. **SWIMMING POOLS, LAKES, DAMS AND WATER FEATURES:**

- 7.6.1. Swimming pools can be hazardous when not used with due care.
- 7.6.2. Pools must be protected by fences and/or safety nets or covers at all times and must comply with the National Building Regulations.
- 7.6.3. Parents must take responsibility for the safety of their children because Lakes and the Hartbeespoort dam are not fenced and are easily accessible.
- 7.6.4. Fishing is permitted from private Properties adjacent to Hartbeespoort Dam, the Estate shoreline to Hartbeespoort Dam adjacent to the 18<sup>th</sup> tee, and at the following Lakes providing that it is not on the Golf Course side of the Lake: Cormorant Lake, Sand Plover Lake, Woodlands Lake, Kingfisher Lake, Waterlily Lake, and Cosmos Lake.
- 7.6.5. Fishing is only allowed at Spurwing Lake from the privately owned decks of Properties located on the shores of the Lake.
- 7.6.6. No swimming, boating, boards, canoes, windsurfing or any motorised watercrafts are permitted on the Lakes of the Estate and Golf Course.

7.7. **NO-WAKE ZONE, JETTIES AND BOATLIFTS**

- 7.7.1. The no-wake zone must be adhered to as a safety measure, to reduce noise, and to protect the water's edge from erosion. Excessive revving and motor testing must be kept to the absolute minimum necessary inside the no-wake zone, especially at the waterfront jetties.
- 7.7.2. No boats are to be beached or tied to the water's edge of the 13th fairway, Lakeview Drive, or to any Property other than that of the Member concerned or at the Boat Club.
- 7.7.3. Waterfront Members are to respect the extended line of neighbouring Properties when positioning jetties and mooring so they do not moor over or into neighbouring Property or its immediate surrounds.
- 7.7.4. Jetties must be self-anchored and for structural reasons not fixed to the concrete stairs. More specific and detailed Rules for the positioning and erecting of jetties are incorporated in the Architectural Design and Building Rules and Building Contractor Rules and members are encouraged to consult them upon erection of a jetty or boatlift

7.8. **WALKING, JOGGING, CYCLING:**

- 7.8.1. Walking and jogging are obviously encouraged throughout the Estate and Road markings have been added along the kerbs of the Estate for this purpose.
- 7.8.2. Cycling is allowed on the roads, parklands and designated link Cart paths. No jogging is allowed on the Golf Course.
- 7.8.3. Roller blading, skate boarding and similar activities shall be confined to designated recreation areas.

7.9. **NEIGHBOUR RELATIONS:**

- 7.9.1. The reduction in noise or the controlled making of noise, especially in the communal country environment of Pecanwood Estate is an important principle to be adhered to by all Residents.
- 7.9.2. The volume of TV, music, radios, parties, children and power tools must be moderated in consideration of other Members. It must also be understood that the HOA and its Board of Directors and their Agents, are not responsible for ***“instant policing”*** of such transgressions.
- 7.9.3. It is suggested that neighbours and Security is notified of imminent parties or any social activities and that all Members conform to moderate restraints.
- 7.9.4. No business activity or hobby, which causes aggravation or nuisance to other Members, may be conducted in Pecanwood Estate.
- 7.9.5. No activities are permitted in the open areas if they cause unreasonable nuisance to other Members.
- 7.9.6. Members are reminded that their conduct is at all times governed also by The Local Council of Madibeng By-Laws which include the following:

*“No persons shall disturb the public peace in a street or public place, or on private premises by making noises or causing them to be made by shouting, quarrelling, fighting, singing or playing any type of musical or noise-creating instrument or gramophone, or by means of a radio, loud speaker or similar device, or by riotous, violent or immoral behaviour”.*

*“No persons shall, except with the written permission of the Assistant Chief protection Services, discharge any fireworks within the municipal boundaries of the council or allow such fireworks to be discharged”.*

7.10. **DISPUTE RESOLUTION:**

7.10.1. The following shall apply In respect of disputes between Members and/or Residents (including Tenants and/or Occupants):

7.10.1.1. Should a dispute arise between Members and/or Residents (which shall include any Tenant and/or Occupant) the parties involved shall endeavour in the first instance to settle such dispute (whether relating to any nuisance, disturbance or other complaint) and shall in such circumstances exhibit due tolerance and shall act reasonably in accordance with the principles of good neighbourliness.

7.10.1.2. Where such dispute cannot be resolved and should the parties to the dispute mutually agree, the dispute shall be referred to the Board of Directors of the HOA who shall act as Mediators (and not Arbitrators).

7.10.1.3. In the event of the matter being resolved to the satisfaction of the parties to the dispute as a result of a Mediation by the Board of Directors, such resolution shall be final and binding upon the parties;

7.10.1.4. Where the parties to the dispute have elected to submit their dispute for Mediation to the Board of Directors, the parties shall, in equal shares, pay the anticipated reasonable Costs, inclusive of any legal costs incurred by the HOA, and expenses which shall be incurred by the Directors in regard to the Mediation in advance upon demand by the HOA; and

7.10.1.5. Should the Board of Directors elect not to Mediate in respect of the dispute, the parties to the dispute shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner and they deem necessary, whether by way of Legal Proceedings or Arbitration, it being expressly agreed that the Directors shall not be a party to any such Proceedings or Arbitration and shall bear no responsibility in respect thereof.

8. **DISCLAIMER:**

8.1.1. Neither the HOA, nor its Board of Directors, Officers, Employees, Contractors or its Agents shall be liable for any loss of life, personal injury or damages whether caused negligent or not to any Person or Property whilst in or on the Estate or any part thereof and from whatsoever cause arising.

9. **COUNTRY HEIGHTS PECANWOOD GOLF AND COUNTRY CLUB AND THE BOATCLUB:**

- 9.1. The following are for information purposes only and do not constitute rules of the Code of Conduct.
- 9.2. The Pecanwood Golf & Country Club and the Boat club are independent entities from the HOA and constitute separately owned private properties.
- 9.3. The Golf & Country Club will manage and control all aspects of Golf, sport, recreation and social activities of its Members, clubhouse and facilities. Their contact details are as follows:

Postal Address: P.O. Box 628, Broederstroom, 0240

Web Address: [www.pecanwood.co.za](http://www.pecanwood.co.za)

Reception: 012 244 8000

Pro Shop: 012 244 8080

For convenience the members and residents are advised that:

- 9.4. Limited access is allowed on to the course for those not officially playing Golf to:
  - 9.4.1. After hours, when play on that part of the course is completed or closed and only in respect of the Golf Cart and other designated paths and the fringes of the Golf Course for walking, jogging but strictly no practicing of Golf.
  - 9.4.2. The Owner of the Golf Course shall further be entitled to make Rules for the flight over and recovery of Golf balls from an Member's Property, the driving of Golf Carts, machinery and equipment necessary for playing Golf and the maintenance and irrigation of the Golf Course including at night.
  - 9.4.3. Besides Golf, other games and sports are not permitted on the course. No Golf practice, or picnicking, or braaing, or despoiling of the course is allowed.
  - 9.4.4. The retrieval of Golf balls from any Lakes and water features shall be the sole responsibility of the Golf Club Management.
  - 9.4.5. Members are requested not to hinder or unreasonably disturb Golfers whilst playing.
  - 9.4.6. The Owners of the Golf Course, its Board of Directors, officers, Employees or Contractors shall not be liable for any loss of life, personal injury or damage to Property suffered by the flight of Golf balls or from any other cause whatsoever relating to the use of the Golf Course.
  - 9.4.7. Golfers are not permitted to enter any private Property.
  - 9.4.8. The complete Rules for the Golf Course can be obtained at the Pecanwood Golf & Country Club.
- 9.5. The Pecanwood Boat Club will manage all aspects of boating within its club structure and in association with the Department of Water Affairs, North West Province Nature Conservation and any competent Hartbeespoort Dam Authority, regarding safety and water Traffic measures.



- 9.6. All boats and boat trailers must be registered with the Boat Club and have identification and be strictly limited to Boat Club Members only.
- 9.7. Visitor or Guest boats will not be allowed under any circumstances unless authorised by the Boat Club.
- 9.8. More specific and detailed Rules for the Boat Club and for boat users will be established by the Boat Club from time to time.

**AT A SPECIAL BOARD MEETING ON MONDAY, 12 OCTOBER 2020 IT WAS RESOLVED TO AMEND**

**ANNEXURE "A" OF THE CODE OF CONDUCT**

The following penalties would be applicable with immediate effect and amended from time-to-time, with additions and deletions as deemed necessary by the Board of Directors in respect of transgressions and penalties.

| TRANSGRESSION                                                                                                                     | PENALTY                                   |                                          |                                          |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|------------------------------------------|-------------------------------------|
|                                                                                                                                   | 1 <sup>st</sup> Offence                   | 2 <sup>nd</sup> Offence                  | 3 <sup>rd</sup> Offence                  | 4 <sup>th</sup> Offence             |
| Driving in excess of 40km/h.                                                                                                      | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Unlicensed driver of Motor Vehicle, Motor Bike, Golf Cart or any other motorised vehicle that requires a licence.                 | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Driving quad or scrambler bikes on the Estate Roads.                                                                              | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Not obeying Road Traffic signs / rules of the road.                                                                               | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Golf Carts not registered at the Estate Management Offices being driven on Estate Roads.                                          | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Malicious damage to Estate property, incl. Fauna/Flora or disturbance to wildlife in any way whatsoever.                          | R2,000 + cost of repair                   | R3,000 + cost of repair                  | R4,000 + cost of repair                  | Internal Dispute Resolution / CSOS  |
| Not following the correct Access Control procedures.                                                                              | R5,000 + No access until compliance       | R7,500 + No access until compliance      | R10,000 + No access until compliance     | Internal Dispute Resolutions / CSOS |
| Treating Security staff not according to protocol, in a disrespectful manner or in an uncooperative manner.                       | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Discharging of fireworks on the Estate.                                                                                           | R2,000                                    | R3,000                                   | R4,000                                   | Internal Dispute Resolution / CSOS  |
| Swimming pool not protected with a cover/net or in a secured area as stipulated by the National Building Regulations.             | R2,000                                    | R3,000                                   | Internal Dispute Resolution / CSOS       |                                     |
| Not following the Short-term Rental Policy and compromising the security of residents in the process.                             | R5,000                                    | R7,500                                   | R10,000                                  | Internal Dispute Resolution / CSOS  |
| Dog not on a leash. Dog disturbing the wildlife. Dog damaging the golf course. Dog roaming around unattended.                     | R500.00                                   | R1,000                                   | R2,000                                   | Internal Dispute Resolution/ CSOS   |
| Dog not tagged with Member's details.                                                                                             | R500.00                                   | R1,000                                   | R2,000                                   | Internal Dispute Resolution/CSOS    |
| Not removing/picking up pet excrement.                                                                                            | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Barking dogs.                                                                                                                     | Warning                                   | R1,000                                   | R2,000                                   | Internal Dispute Resolution / CSOS  |
| Littering.                                                                                                                        | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Garden or General Waste not managed correctly.                                                                                    | R1,000                                    | R2,000                                   | R3,000                                   | Internal Dispute Resolution / CSOS  |
| Disturbance of the peace, i.e. loud music, noisy parties, etc., after 22h30<br>Use of noisy equipment after 22h00 or on weekends. | Warning + Disturbance to stop immediately | R1,000 + Disturbance to stop immediately | R2,000 + Disturbance to stop immediately | Internal Dispute Resolution / CSOS  |

| TRANSGRESSION                                                                       | PENALTY                 |                         |                         |                                    |
|-------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|------------------------------------|
|                                                                                     | 1 <sup>st</sup> Offence | 2 <sup>nd</sup> Offence | 3 <sup>rd</sup> Offence | 4 <sup>th</sup> Offence            |
| Driving, walking, running, playing, etc., on the golf course between 07h00 & 18h00. | Warning                 | R1,000                  | R2,000                  | Internal Dispute Resolution / CSOS |
| Playing on the greens and in bunkers.                                               | R1,000 + cost of repair | R2,000 + cost of repair | R3,000 + cost of repair | Internal Dispute Resolution / CSOS |
| Playing anything on the fairways between 18h00 & 06h00 other than soft ball sport.  | Warning                 | R1,000                  | R2,000                  | Internal Dispute Resolution / CSOS |

**PROCEDURE FOR IDENTIFYING AND IMPOSING TRANSGRESSION AND PENALTY:**

1. Security staff are responsible for the day-to-day management of the penalty process and will issue a docket containing the nature of the offence and a docket number.
2. Security staff will record all the particulars relating to an offence / alleged offence or transgression and forward the details to the PHOA offices.
3. The PHOA staff will issue the alleged offender with a letter setting out the alleged transgression and advise of the anticipated penalty.
4. In the absence of any response to the letter setting out the alleged transgression, the penalty will be added to the Member's Levy Account.
5. Should the transgressor deny the breach, he/she may do so in writing within 14 (fourteen) working days and the procedure set out in paragraph 7 will be followed.
6. A member will be able to appeal against a penalty imposed within 14 (fourteen) working days of receipt. Date of receipt will be the date that the levy account was e-mailed to the member.
7. Appeals will be considered by the Board of Directors and will be dealt with on merit and the appellant will be notified in writing of the appeal decision.

## **ANNEXURE "B"**

### **1. List of Acceptable Pets:**

#### **1.1. Canine breeds most adaptable for high-density existence:**

- 1.1.1. Affenpinscher;
- 1.1.2. Bearded Collie;
- 1.1.3. Bedlington terrier \*\*;
- 1.1.4. Bernese Mountain Dog;
- 1.1.5. Bichon Frise;
- 1.1.6. Boston terrier \*\*;
- 1.1.7. English Bulldog \*\*;
- 1.1.8. Cavalier King Charles Spaniel;
- 1.1.9. Chihuahua;
- 1.1.10. Chinese Crested Dog;
- 1.1.11. Chow Chow\*\*;
- 1.1.12. Clumber Spaniel;
- 1.1.13. American Cocker Spaniel;
- 1.1.14. English Cocker Spaniel;
- 1.1.15. Japanese Chin;
- 1.1.16. Corgi;
- 1.1.17. French Bulldog \*\*;
- 1.1.18. Mexican Hairless;
- 1.1.19. Poodles: Miniature, Toy, Standard;
- 1.1.20. Griffon;
- 1.1.21. Irish terrier \*\*;

- 1.1.22. Italian Greyhound, Whippet;
- 1.1.23. Greyhound;
- 1.1.24. King Charles Spaniel;
- 1.1.25. Lhasa Apso;
- 1.1.26. Maltese;
- 1.1.27. Miniature Pinscher;
- 1.1.28. Yorkshire terrier;
- 1.1.29. Papillon;
- 1.1.30. Pekingese;
- 1.1.31. Pomeranian / Toy Pom;
- 1.1.32. Pug;
- 1.1.33. Rough Collie;
- 1.1.34. Schipperke \*\*;
- 1.1.35. Shetland Sheepdog;
- 1.1.36. Scottish terrier \*\*;
- 1.1.37. Shar Pei\*\*;
- 1.1.38. Shih Tzu;
- 1.1.39. West Highland White terrier\*\*  
*(\*\* = dogs that tolerate confinement but not easily compatible with other breeds)*
- 1.2. Birds:
  - 1.2.1. Lovebirds;
  - 1.2.2. Pekin robins;
  - 1.2.3. Rosellas;
  - 1.2.4. Budgerigars;
  - 1.2.5. Canaries;

- 1.2.6. Diamond doves;
- 1.2.7. Finches;
- 1.2.8. Grass parakeets;
- 1.2.9. Senegal parrot;
- 1.2.10. Moluccan Cockatoo;
- 1.2.11. Waxbills;
- 1.2.12. Quails
- 1.3. Suitable cat breeds include:
  - 1.3.1. Persian;
  - 1.3.2. British shorthair;
  - 1.3.3. Ragdoll;
  - 1.3.4. Exotic;
  - 1.3.5. Birman