# ANNEXURE "A"
# CODE OF CONDUCT

## 1. Pre-amble : Vision and Mission

1.1.1 WHEREAS a group of diverse people who share certain values are coming together to live in an EcoVillage;

1.1.2 AND WHEREAS these people wish to protect their shared values and regulate the terms and conditions of living and / or working in the EcoVillage;

1.1.3 AND WHEREAS the Developer is contractually obliged to implement development conditions as required by the local authority;

1.1.4 AND WHEREAS constant dialogue will be required to review and update the values, vision and governance of the EcoVillage as new members join and changes are required;

1.1.5 NOW THEREFORE these shared values inform this Code of Conduct, which establishes the rules for the protection of those values as well as the guidelines for the nature of the development and for residence in the EcoVillage .

1.2 This EcoVillage

1.2.1 promotes a *sustainable lifestyle* which incorporates and celebrates life, love, work, play, free enquiry, learning, creating, multi-cultural expression and spiritual practices;

1.2.2 honours the *inherent dignity and worth of all life and of all people*, regardless of age, gender, race, sexual orientation, financial resources, or spiritual and political beliefs. Its residents are committing themselves to supporting each other.

1.2.3 seeks to *achieve social justice* with respect to equitable access across diverse affordability levels and a mutual commitment to fight poverty and it's negative long-lasting economic, cultural, psychological and social effects.

1.2.4 provides all Members with the opportunity to participate in democratic structures and processes so that they can exercise effective democratic control over their individual and communal lives.

1.3 In striving towards this vision, this EcoVillage will nurture nature by enhancing living systems while reducing consumption of resources and foster the learning and growth of every community member, whilst preserving their land holdings through proper stewardship, and ecologically sound use of resources;

1.4 This EcoVillage will create a learning centre that serves as a demonstration of its vision.

## 2. Scope of the Code of Conduct

This Code of Conduct will provide a clear definition of the scope and nature of the following:

2.1 Facilities and services that the Developer is obliged to deliver as part of the sale of the erven that make up Phase 1 of the development (Annexure D)
2.2 Architectural guidelines and associated procedures for construction of new buildings, improvements and alterations (Annexure B);
2.3 Phasing the development (Section 3);
2.4 Open spaces and environmental aspects (Section 4);

2.5 Traffic, parking and access (Section 5);

2.6 Guests and Tenants (Section 6);

2.7 Maintenance (Section 7);

2.8 Domestic Abuse, Noise and Animals (Section 8);

2.9 Domestic refuse (Section 9);

2.10 Security (Section 10);

2.11 Domestic Workers and Assistance (Section 11);

2.12 Economic Activities (Section 12);

2.13 Fire prevention and hazardous substances (Section 13);

2.14 Gardens and Landscaping (Section 14);

2.15 Energy supplies (Section 15);

2.16 Water and sanitation (Section 16);

2.17 Common Areas and Facilities (Section 17);

2.18 Domestic household materials (Section 18);

2.19 Fines and penalties (Section 19);

2.20 Enforcement of the rules (Section 20);

2.21 General Rules (Section 21)

## 3 Phasing the Development

3.1 The Development will be a phased development, with Phase 1 consisting of forty two (42) serviced residential erven plus three (3) commercial erven , and Phase 2 consisting of the remainder.

3.2 The Developer will give notice in writing to the Home Owner's Association by no later than the 24th month after the sale of the first erf or by no later than the 12th month after the sale of the last erf in Phase 1 whichever date is the first to occur about whether or not Phase 2 (or additional Phases if Phase 2 needs to be broken up into more than one Phase) will be implemented. Although the Developer reserves the right to define the content and timing of the Phases that will follow the implementation of Phase 1, this will be done in consultation with the Association and the Trustees.

## 4 Open Spaces and Environmental Aspects

4.1 The Association shall be entitled to control all aspects of the environment on or about the Village including but not limited to the management and control of fauna and flora. To this end, the Trustees will make sure that guidelines are adopted that will specify what can and cannot be planted in different areas. These guidelines will be motivated by the aim to maximize the planting of indigenous species and therefore minimize the planting of exotic species.

4.2 No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the EcoVillage by members, residents and their invitees.

4.3 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose. The HOA may request any Member, or a user or group of users of a Member's property, to clean up the litter that in the opinion of the Trustees has been caused by the Member or user or group of users of the Member's property. For domestic refuse see section 9.

4.4 Camping is prohibited. Fires may not be lit on or about common areas except in places specifically designated by the Association for that purpose.

4.5 No person shall cause the depletion and degradation of the natural landscape by picking unreasonably high quantities of flowers or plants on or about the common areas.

4.6 The Association shall be entitled to prohibit or restrict access to any part of the Village in order to preserve the natural fauna and flora.

4.7 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Village other than in self-defence. Hunting and trapping in any manner is strictly prohibited.

4.8 Fireworks are strictly prohibited.

4.9 In order to effectively manage water resources, no borehole may be sunk on or about the Village without the prior written consent of the Trustees. Notwithstanding the aforegoing, the Trustees may require residents to limit and/or cease the extraction of water from boreholes. For this purpose the Association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any resident fail to comply with any directive of the Association pursuant to this clause, the Association shall be entitled to seal the relevant borehole.

**5 Traffic, Parking and Access**

5.1 Heavy deliveries are not permitted without the consent of the Association on Sundays or public holidays nor before 07:00 and after 18:00 on weekdays nor before 07:00 and after 15:00 on Saturdays. The roads are calculated to carry a load of not more than 3.5 tons in all seasons. If the load is exceeded, the driver / owner will be held responsible for possible damage to the roads.

5.2 Motorised vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licences.

5.3 A maximum speed limit of 30 (thirty) km / ph shall apply provided that lower speed limits may be imposed by the Association where it deems fit.

5.4 Humans, animals and birds shall at all times have the right of way on and about the Village. Vehicles shall be brought to a stop whenever necessary.

5.5 The trustees reserve the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps and pedestrian-crossings, that they in their discretion deem necessary.

5.6 The local authority zoning approval makes provision for one car to be parked per erf. If a household owns more than one car, the second car will need to be parked in the common parking area.

## 6 Guests and Tenants

6.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall:

6.1.1 furnish his/her tenant with a copy of the Code of Conduct, and

6.1.2 furnish the Association with a copy of the relevant signed lease which shall be for a minimum period of three (3) months and which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him/her and are enforceable against him/her by the Association.

6.2 Members or their representatives shall give the Association prior written notice of any tenants or guests who are to occupy the member's residence in the absence of that member for an extended period of time. Every tenant shall be required to register at the offices of the Managing Agent of the Association within one (1) working day after arrival and to sign a declaration that s/he is acquainted with the Code of Conduct and acknowledges that these rules are binding on him/her.

6.3 If any tenant, guest, employee or other invitee of any member fails to comply with any of the provisions of these rules, the Association shall be entitled to deny that tenant, guest, employee or other invitee access to the Village.

## 7 Maintenance

7.1 The Association will be responsible for the basic maintenance of the common infrastructure, gardens, grounds, streets and any other common area or facility in accordance with policies adopted by the Trustees from time to time.

7.2 Members will be responsible for (1) the small daily maintenance of the immediate surroundings of their erven and (2) the maintenance of infrastructure on their erven that affect, in particular, the wider community interest, such as:

7.2.1 the solar water heater because in the event that this fails to work, there will be greater electricity demand;

7.2.2 the dual water supply system that makes it possible for the Lynedoch EcoVillage to reduce water consumption as well as the outlet pipes that link the houses to the common septic tanks;

7.2.3 stormwater drainage channels that if blocked could create a flood danger;

7.2.4 any fences that may serve a community-wide purpose, such as an external boundary wall;

7.2.5 any other matter that may from time to time be determined by the Trustees.

7.3 In the case of common septic tanks that are shared by more than one property, the Members who share a septic tank will cooperate to make sure that the septic tank that they share is monitored and that any problems are first addressed by the Members concerned, and if a remedy cannot be found, by reporting the matter to the Association for action.

7.4 Members will be responsible for trees and plants growing on their erven.

## 8 Domestic Abuse and Noise

8.1 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of the aforegoing -

8.1.1 burglar alarms must comply with any regulation which the Association may make with regard thereto from time to time;

8.1.2 all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;

8.1.3 the use of noisy machinery and power tools outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;

8.1.4 all building work, whether undertaken by a contractor or by the resident, must be done during the hours and days stipulated by the Association from time to time for building contractors, unless written approval is given by the Association for building operations to take place outside such hours and days. No unauthorised persons are allowed on any erf where building operations are in progress;

8.1.5 loud music and other undue noise whether or not it is caused by electronic means such as televisions, HI FIs or computers must cease between 20:00 and 07:30 unless approval to the contrary has been obtained on application from the Trustees for the purpose of a special event such as a party, community celebration, wake or traditional ceremony, etc;

8.2 In order to maintain the intended density and residential nature of the Village, unless approved in writing to the contrary by the Association no member or tenant shall accommodate or allow the accommodation of more persons in any residence other than the maximum number determined in accordance with the following schedule :

| | |
|---|---|
| 2 (two) bedroom | 6 (six) persons |
| 3(three) bedroom | 8 (eight) persons |
| 4 (four) bedroom | 10 (ten) persons |
| 5 (five) bedroom | 12 (twelve) persons |

8.3 The Trustees reserve the right to control the conduct of any persons within the Village for the prevention of nuisance of any nature to any Member;

8.4 While it is accepted that the Association cannot infringe on the Constitutional right of Members to their privacy, it is also accepted that the Trustees have a duty to intervene where there is clear evidence of domestic abuse because this has a community-wide impact, but that this intervention will be in accordance with the provisions of the Domestic Violence Act (Act 116 of 1998) and the various guidelines that may be adopted from time to time by the Association.

8.5 In keeping with normal local authority regulations, the Trustees reserve the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;

8.6 Unless written authority to the contrary has been given by the Association to any member, only domestic animals posing no danger may be kept which shall be limited to 1 (one) dog per erf. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf. No wild animals, reptiles, cattle or the like may be kept. If animals are brought onto or found on the Village contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the Association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either -

8.6.1 require the relevant owner to remove the animal from the Village; and/or

8.6.2 itself remove the relevant animal from the Village and to claim all costs so incurred from the relevant owner.

8.7 Dogs can walk around the Village and common areas if they are accompanied by their owners. If any dog digs holes and/or otherwise damages common property or defecates on common property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be.

## 9 Domestic refuse

9.1 All Members will be required to separate their refuse (whether domestic or garden) and to deposit these separate types of waste into separate containers for collection provided by the Association. All waste will be separated as follows:

9.1.1 glass;

9.1.2 paper (including cardboard, but excluding boxed containers for liquids such as fruit juices and wine);

9.1.3 cans and metal;

9.1.4 organic matter (most things that are biodegradable, such as food leftovers, green cuttings, etc);

9.1.5 general (everything that does not fall into 9.1.1 - 9.1.4, including plastics and plastic compounds such as disposable nappies and Juice Boxes). The general residue must be reduced to a minimum.

9.2 Burning of refuse on site is prohibited.

9.3 The Association will be obliged to make sure that the separated refuse is collected and taken to a central point where it will be sold to recyclers. All refuse that cannot be recyled or sold to recyclers (normally between 5% and 10% of the total solid waste output) will be transported, at least weekly, to a municipal refuse collection depot.

9.4 As part of it's duties as specified in 9.3, the Association will also establish a composting depot, for use by the members, that will be used to process organic waste for the benefit of the Village.

## 10 Security

10.1 Every resident shares in the responsibility of the security of the Village. It is recognised that the best form of security is achieved when a high degree of trust exists within a community and that mutual vigilance is maintained so that anyone with ill intent regards the risk of wrong doing as higher than would otherwise be the case. Such community solidarity also makes early warning systems possible, and psychological and social support when crimes are committed that can cause physical and emotional damage.

10.2 No vehicles or persons shall enter or leave the Village at any point except at the entrance gate other than in extra-ordinary circumstances and with the prior consent of the Association.

10.3 Visitors to the Village who are not members may be required to sign the prescribed entry document stating that they will abide by the rules of the Code of Conduct. The Association has the obligation to make an extract of the rules available to every visitor.

10.4 All vehicles entering and/or leaving the Village shall stop at the vehicle entrance.

10.5 The right of admission to the Village shall be under the control of the Association that may on any reasonable grounds deny any person access to the Village.

## 11 Domestic workers

11.1 Domestic workers employed by Members or Residents are obliged to abide by these rules. It is the duty of the Member or Resident to inform the employee of any relevant aspects of this Code of Conduct.

11.2 Residents are required to notify the Association and provide full details of domestic workers who reside in the Village.

11.3 Members and Residents will adhere to fair labour practices by abiding by the legal provisions governing the employment of domestic workers.

## 12 Economic activities

12.1 All efforts will be made to encourage local economic development via support for economic activities within the Village and the immediate vicinity, including agricultural development. This will include making

available information on skills and services provided by Members, Residents and the various users of the property, plus encouragement of local trading, such as exchanges between the farm managed by the Stellenbosch Small Farmers Trust in return for services required by the farmers.

12.2 The Association is entitled to regulate all commercial activity on or about the Village. No application for any trading or similar licence may be made for the conduct of any commercial activity of any nature from any erf forming part of the Village without the prior written consent of the Association, which consent shall not be unreasonably withheld.

12.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Village without the consent of the Association.

## 13 Fire prevention and hazardous substances

No Member or Resident (including the Developer) shall bring or permit any person to bring any substances into the Village or permit the storage of any substances in the Village which may by virtue of the way these substances are used and/or stored constitute a fire hazard (as legally defined by statute) or a threat to the health (as legally defined by statute) of any of the residents or other person or which may result in the contamination of the Village.

## 14 Gardens and Landscaping

All gardens (and pools where relevant) must be maintained by members within a framework of a long term landscape plan to be developed by the Association based on the "Landscaping Report for Lynedoch EcoVillage". Should these standards not be adhered to, the Association

shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the member therefore.

## 15 Energy supplies

15.1 The Association will aim at continually reducing energy consumption and increase the efficiency of energy use. This will initially be achieved via the use of solar water heaters, gas-fired stoves and the use of low energy lighting. However, ongoing efforts will be made to explore the possibility of the use of windpower, solar power, biomass, hydrogen energy and other forms of renewable energy to achieve these objectives.

15.2 The Association shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity.

15.3 In no case shall the Association be liable for damages, expenses or costs caused to members, tenants or guests or any failure to supply, variation in voltage or frequency or interruption that may be due to the injury or destruction of the buildings or infrastructure belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lock out be on or outside the Village. The Association shall further not be liable for any failure, variation or interruption of supply to members due to any failure, variation or interruption of the supply to it from ESKOM.

15.4 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.

15.5 The Association will not be responsible for repairing a failure of supply due to a fault in the electrical installation on a private erf. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection herewith,

the Association shall have the right to charge the member the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty reparation as aforesaid.

15.6 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

15.7 No person, other than a person specifically authorised thereto by the Association or estate manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.

15.8 The Association may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.

15.9 The members shall pay for the usage of electricity on a pay as you use basis. Pre-paid electrical units will therefore be installed in each residential home at a charge determined from time to time by the Association. Procedure, costs and all other aspects relating to the electrical system utilised on the estate shall be determined from time to time by the Association and communicated to members by the Managing Agent.

15.10 All members are required to use low energy long lasting fluorescent globes in frequently used rooms. All newly built homes will be supplied with these globes by the developer and afterwards the Association will organise easy access for replacement.

**16 Water and Sanitation**

16.1 The key features of the water and sanitation system are as follows:

16.1.1 Municipal potable water supply which will either be gravity fed into the houses via a storage tank located on the highest point of the site, or directly via a pressure pipe;

16.1.2 Grey and black water effluent carried into shared septic tanks;

16.1.3 After the treatment provided by the septic tanks, the semi-treated sewerage flows into two treatment plants, a Biolytic Filter and a vertically integrated wetland;

16.1.4 The Biolytic Filter supplies enriched partially disinfected treated water for agricultural use and gardens;

16.1.5 The wetland feeds into the bottom dam and from there into the top dam from where it is pumped into the houses for use for toilet flushing, irrigation and eventually clothes washing.

16.2 The Association will be responsible for reading the meters on the two water supplies and charging a service fee for use of both the potable and recycled water;

16.3 The Association is required to submit monthly water quality reports to the Chief Engineer of the local authority, which reports will be available for perusal by individual Members, the Trustees and the Association in general meeting;

16.4 In no case shall the Association be liable for damages, expenses or costs caused to members, tenants or guests for any failure to supply recycle and/or as a result of using recycled water for other purposes than toilet flushing and subsoil irrigation, causing hazard to any person. The Association shall take all reasonable steps to prevent or minimise such risk.

16.5 All Members will be required to use the dual water supply system, or modifications thereto as the case may be from time to time.

**17 Common Areas and Facilities**

The Association has responsibility for managing the use of shared services, entertainment and recreational areas, amenities and facilities. This includes the right to make a reasonable charge for the use thereof in order to cover operating costs.

**18 Domestic Household Materials**

18.1 All Members will strive to use domestic household materials that are non-toxic and least damaging to personal health and the environment. From time to time the Association will publish a list of recommended materials. The Association will also encourage bulk purchase of these materials at wholesale prices for onward sale to the residents. These materials include dishwashing liquids, household cleaners, clothes washing powder, window cleaners, insect repellents, rodent controllers, energy efficient bulbs etc.

18.2 In accordance with Municipal Bye-Laws, each Member is required to make sure that basic health conditions, in particular the control of threatening rodent species. In the event that a Member fails in this duty, the Trustees can act to remedy the situation and recover the costs of this action from the Member as per the procedures of the Association.

**19 Fines and Penalities**

19.1 The Association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behaviour and/or conduct of other residents and persons in the Village and shall take such steps with regard thereto as it may deem fit. The Association shall be

entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.

19.2 If any person contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or directives given by the Association in terms of these rules, the Trustees shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the Association forthwith on demand.

19.3 The provisions of this rule are without prejudice to any other rights that the Association may have in terms of the Constitution or at law.

## 20 Enforcement of the rules

20.1 For purposes of the enforcement of any of the rules, the Trustees: -

20.1.1 Shall give notice to the Member concerned requiring him / her to remedy such breach within such period as the Trustees may determine.

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

20.1.3 Impose a fine on the Member. In this regard the following :

20.1.3.1 the fine shall be deemed to be part of the Member's Service Charge;

20.1.3.2 before imposing a fine the Trustees shall ensure that :

20.1.3.2.1 the Member in question must have had notice of the complaint against him / her;

20.1.3.2.2 such Member shall be entitled to a reasonable opportunity to meet the complaint brought against him / her; and

20.1.3.2.3 the matter shall be heard by a quorum of the Trustees under the Chairpersonship of the Chairperson of the Trustees;

Provided that :

20.1.3.2.4 any Trustee who has an interest in the complaint shall be precluded from serving on the matter for the purpose of judging such Member's conduct; and

20.1.3.2.5 the Trustees shall be further empowered to conduct the proceedings and make such judgment as they deem fit. The judgement shall be final and binding on the relevant Members and all Members affected thereby.

20.1.3.2.6 Take such action including proceedings in terms of Annexure "C" paragraph 5.1 or in any Court, as they may deem fit.

20.2 In the event of any breach of the rules by any member's tenants, or his/her guests, such breach shall be deemed to have been committed by the member himself/herself, but without prejudice to the aforegoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

20.3 In the event of any member disputing the fact that s/he has committed a breach of any of the rules aforesaid, a committee of three Trustees appointed by the Chairperson for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct.

20.4 Notwithstanding the aforegoing, the Trustees may in the name of the Association enforce the provisions of any rules by proceedings in a Court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

20.5 The Association may in a General Meeting amend, repeal or substitute the Code of Conduct. The Association shall propose the inclusion of new rules if a structural need for such rules has been proven.

## 21 General rules

In general, where no specific rules have applicability, the Trustees reserve the right to make rules from time to time that they deem necessary.