



PAARL VALLEIJ

LIFESTYLE ESTATE & FARM

ESTATE RULES

Index

PAARL VALLEIJ LIFESTYLE ESTATE & FARM - ESTATE RULES

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PAARL VALLEIJ LIFESTYLE ESTATE & FARM - ESTATE RULES

1 DEFINITIONS

- 1.1 AESTHETIC COMMITTEE means the committee appointed by the TRUSTEES to oversee the implementation of the Architectural Guidelines (the GUIDE).
- 1.2 ARCHITECT means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.
- 1.3 ARCHITECTURAL PLANS means a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the ERF.
- 1.4 BERG RIVER RIPARIAN ZONE means the riparian zone adjacent to the ESTATE.
- 1.5 BUILDING CONTRACTOR/CONTRACTOR means a building contractor approved by the DEVELOPER or the HOA in terms of the CONSTITUTION and in terms of criteria determined by the DEVELOPER or the HOA and employed by an OWNER of an Erf for the construction of IMPROVEMENTS.
- 1.6 BUILDING CONTRACTORS' FEES means the fees payable by the BUILDING CONTRACTOR to the HOA in order to be allowed to make IMPROVEMENTS on the ESTATE. These fees may be amended from time to time by the HOA and are set out in Annexure A hereto (Contractor Fees).
- 1.7 BUILDING PROJECT means the entire process of making IMPROVEMENTS on an ERF and all related activities taking place on the ERF.
- 1.8 BUILDING RULES AND REGULATIONS (hereafter BRR) means the agreement signed by the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any IMPROVEMENTS on the ERF on behalf of the HOMEOWNER.
- 1.9 CHAIRPERSON means the chairperson of the TRUSTEES.
- 1.10 COMMON PROPERTY (COMMON AREAS) means land registered in the name of the HOA and which does not form part of any HOMEOWNER'S property and includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electrical networks unless owned by a third party and not by the HOA.

- 1.11 COMPLETION CERTIFICATE means the certificate issued by the HOA when all IMPROVEMENTS on the ERF have been completed, all fees due by the HOMEOWNER and/or BUILDING CONTRACTOR have been paid and the HOA is satisfied that the BUILDING PROJECT has been satisfactorily completed.
- 1.12 CONSTITUTION means the constitution of the HOA as amended from time to time.
- 1.13 CONTROLLING ARCHITECT means an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.14 CONTROLLING LANDSCAPING ARCHITECT means a landscaping architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.15 DEVELOPER means Paarl Valleij Developments (Pty) Ltd, registration number 2015/393635/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa (“PVD”) and any juristic persons who are related or interrelated persons of PVD, any subsidiaries of PVD and any holding company of PVD, as defined in sections 2 and 3 of the Companies Act No. 71 of 2008 and any entity in which such subsidiary of PVD holds a shareholding interest of 50% (fifty percent) or more or such entities’ successor in title with reference to the entity’s rights and obligations as Developer
- 1.16 EMPLOYEES means any employee or contractor (including BUILDING CONTRACTORS/CONTRACTORS and their employees and sub-contractors) employed or appointed by HOMEOWNERS and/or RESIDENTS and/or persons operating a business within the ESTATE from time to time.
- 1.17 ELECTRONIC FUNDS TRANSFER (hereafter EFT) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification.
- 1.18 ERF means every Erf in the ESTATE.
- 1.19 ERF NUMBER means such number as used by the DEVELOPER as well as the Surveyor General to indicate an ERF. The ERF NUMBER will be indicated as “xxx SG yyy”, where the xxx means the number indicated on the DEVELOPER’S plans and brochures and the yyy indicates the number allocated by the Surveyor General. The BUILDING CONTRACTOR and the HOMEOWNER must familiarise themselves with both numbers and use the configuration “xxx SG yyy” in all communications with delivery vehicles or for any other matter. It is also important to note that the LOCAL AUTHORITY

and the Deeds Office only use the Surveyor General numbers. The ESTATE is phasing out the brochure numbers (xxx) and is mainly using SG numbers.

- 1.20 ESTATE means the Paarl Valleij Lifestyle Estate & Farm located on Erf 42556 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 53,0051HA in extent;
- 1.21 ESTATE RULES means the set of rules & regulations provided for herein and including any annexures hereto, which have been formally documented by the HOA and are subject to amendment from time to time and which governs all conduct on the ESTATE.
- 1.22 ESTATE RULES TRANSGRESSION CHART (ERT) annexed as Annexure C hereto, which refers to the document that stipulates the list of transgressions and the relevant applicable penalties.
- 1.22.1 FARM means Erf 42558 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 25,8352HA in extent and on which vineyards are located;
- 1.23 FINES means such fines issued in writing for transgression of ESTATE RULES at the discretion of the MANAGER.
- 1.24 GUIDE means the Design Guidelines prepared for and applicable to the ESTATE, and includes all/any amendments made thereto from time to time.
- 1.25 HOA means the Paarl Valleij Lifestyle Estate Homeowners' Association which is bound by the provisions of its constitution, and includes its duly appointed employees, contractors or agents.
- 1.26 HOMEOWNER or OWNER means the registered owner of an ERF/SECTIONAL TITLE UNIT.
- 1.27 HOUSE means the dwelling constructed on the ERF as the IMPROVEMENTS.
- 1.28 IMPROVEMENTS mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF.
- 1.29 LANDSCAPING CONTRACTOR means a person or company doing landscaping for a HOMEOWNER and who has been duly appointed subject to the rules and regulations of the ESTATE.

- 1.30 LANDSCAPING PLANS means plans for the gardens on erven surrounding IMPROVEMENTS.
- 1.31 LOCAL AUTHORITY means the Local Authority having jurisdiction over the ESTATE, being Drakenstein Municipality or its successor in title.
- 1.32 MANAGER means the person appointed to that office by the HOA from time to time or his duly appointed subordinates in a particular area of responsibility in respect of the management of the ESTATE.
- 1.33 MEMBER means every registered OWNER of an ERF, as well as every registered OWNER of a subdivision of an ERF. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligation in terms of the CONSTITUTION.
- 1.34 PANEL OF BUILDERS means such BUILDING CONTRACTORS who have been scrutinised and formally approved in writing by the TRUSTEES or delegated subcommittee, to be allowed to do construction work and IMPROVEMENTS on the ESTATE. A list of such approved BUILDING CONTRACTORS is available from the HOA. Only builders who are on the PANEL OF BUILDERS may do construction work and IMPROVEMENTS on the ESTATE. The PANEL OF BUILDERS may be amended from time to time.
- 1.35 PURCHASER means the person/s or entity entering into a Deed of Sale to purchase an ERF on the ESTATE.
- 1.36 RESIDENT means any person who is a resident at the ESTATE and includes , OWNERS and members of their families, their guests and tenants.
- 1.37 SECONDARY IMPROVEMENTS mean all work done by a CONTRACTOR on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.
- 1.38 SECTIONAL TITLE UNIT means a unit in a sectional title scheme established on the ESTATE in accordance with the provisions of the Sectional Titles Act, No 95 of 1986
- 1.39 SECURITY MANAGER means such person duly appointed to manage and oversee security on the ESTATE.

- 1.40 SECURITY means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions on the ESTATE.
- 1.41 SITE HANDOVER CERTIFICATE, hereafter SHOC, specifies the requirements for commencement with IMPROVEMENTS.
- 1.42 TRUSTEES means the Developer Trustees and the Member Trustees of the HOA, from time to time, as defined in the CONSTITUTION, and includes alternate and co-opted Trustees.
- 1.43 UNIT means a SECTIONAL TITLE UNIT and for purposes of clause 17 shall include a house on an ERF.
- 1.44 VEHICLE means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- 1.45 VINEYARDS mean all vineyards on the ESTATE whether farmed commercially for winemaking or utilised as landscaping on the estate or between houses.
- 1.46 VISITOR means any person entering the ESTATE who is not a MEMBER, EMPLOYEE OR OWNER.
- 1.47 WEBSITE means the Paarl Valleij website at **Error! Hyperlink reference not valid.**

2 INTERPRETATION

- 2.1 In this document, unless inconsistent with or otherwise indicated by the context:
- 2.1.1 any reference to gender includes the other gender;
- 2.1.2 any reference to natural persons includes legal persons and vice versa;
- 2.1.3 any reference to the singular includes the plural and vice versa; and
- 2.1.4 words and phrases defined in the CONSTITUTION bear corresponding meanings herein.
- 2.2 The clause headings in these ESTATE RULES have been inserted for convenience only and shall not be taken into account in its interpretation.

- 2.3 If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 2.4 These ESTATE RULES shall be governed by, construed, and interpreted in accordance with the law of the Republic of South Africa.
- 2.5 Should a discrepancy exist between the ESTATE RULES and the CONSTITUTION, the CONSTITUTION takes preference.

3 INTRODUCTION

- 3.1 The purpose of these ESTATE RULES is to govern the use of the ESTATE and its facilities. These ESTATE RULES are not intended to limit the lifestyle of residents, but rather to protect them, and are binding equally on all RESIDENTS, OWNERS, VISITORS, EMPLOYEES and the HOA.
- 3.2 The powers of the HOA include the power to do all things reasonably necessary for the enforcement of these ESTATE RULES and for the control, management and administration of the COMMON PROPERTY.
- 3.3 The TRUSTEES are entrusted by the HOA to ensure such control, management and administration and is assisted by a MANAGER and other duly appointed office bearers of the HOA.
- 3.4 It is the responsibility of every OWNER to ensure that all residents, guests and EMPLOYEES on his property abide by the rules.

4 OTHER DOCUMENTS

- 4.1 Other documents that must be read in conjunction with these ESTATE RULES are:
- 4.1.1 the CONSTITUTION of the HOA;
- 4.1.2 the GUIDE;
- 4.1.3 the BRR;
- 4.1.4 Annexure A hereto - Contractor Fees;
- 4.1.5 Annexure B hereto - SHOC (Site handover Certificate) Deliverables;

- 4.1.6 Annexure C hereto – Estate Rules Transgression Chart (ERT); and
- 4.1.7 the Gatehouse Enrolment & Indemnity Form.
- 4.2 Where reference is made in any of these provisions of the CONSTITUTION to the word “Member” or the word “Owner”, such reference is deemed to be a reference to any person who has entered the ESTATE for the purposes of these ESTATE RULES.

5 CONTACT DETAILS

- 5.1 All OWNERS and RESIDENTS are required to provide the HOA with a registered e-mail address or cell phone number, and an e-mail or SMS or WhatsApp properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.
- 5.2 OWNERS and RESIDENTS undertake to notify the HOA of changes in such address/number and/or their personal information.
- 5.3 OWNERS and tenants will receive a Digital Key or smart phone app to access the Paarl Valleij Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received (24) twenty-four hours after dispatch unless the contrary has been proven.

6 DOMICILIUM

- 6.1 For the purposes of receiving any notice or process to be delivered in terms of these ESTATE RULES, any person residing and/or working on the ESTATE chooses as his/her/its domicilium citandi et executandi the address of the ERF or UNIT at which such person is residing. Documents delivered by hand to such ERF or UNIT will be deemed to have been received on the date of delivery thereof.

7 DISTURBANCES

- 7.1 Any conduct, save for normal agricultural and hospitality activities, which disturbs or tends to disturb the peace and tranquillity of the ESTATE and RESIDENTS is not permitted.
- 7.2 No person may rev the engine of a stationary motor-vehicle in such a way that it causes nuisance to neighbours.

- 7.3 Excessive and unnecessary noise by VEHICLES, appliances, tools, pets and/or excessive noise by individuals, as determined by the MANAGER in his sole and unfettered discretion from time to time, as well as other sources attributable to a resident constitutes a disturbance of the peace in terms of these ESTATE RULES.

8 DOMESTIC REFUSE

- 8.1 All refuse shall be kept in suitable containers, which shall not be visible from any road, exception when placed in containers for purposes of collection by the LOCAL AUTHORITY or waste collection contractors, provided that the MANAGER may, from time to time, by notice in writing to all RESIDENTS –
- 8.1.1 prescribe the type and size of refuse containers to be obtained and used;
- 8.1.2 provide directions in regard to any place designated for refuse removal; and
- 8.1.3 require the payment of a reasonable charge for the provision of such containers.
- 8.2 It shall be the duty of every RESIDENT to ensure that any direction given by the MANAGER from time to time is observed and implemented and in this regard RESIDENTS shall also comply with directives regarding re-cycling and green waste efforts of the ESTATE.
- 8.3 Where, in the opinion of the MANAGER, any refuse is of such size and nature that it cannot be expediently removed by the LOCAL AUTHORITY or by waste collection contractors, the MANAGER shall give the RESIDENT wishing to dispose of such refuse such directions for its disposal as he may deem fit.

9 ANIMALS

- 9.1 Only domestic animals posing no danger, noise or odours may be kept. The maximum number of dogs and cats that may be kept on an ERF shall be 1 dog and 1 cat; not 2 of a kind.
- 9.2 No breeding of dogs or cats is allowed on the ESTATE and all cats and dogs must be registered with the HOA.
- 9.3 Visitors are not allowed to bring any animals onto the ESTATE, with the exception of a guide dog.
- 9.4 All domestic animals shall at all times bear a tag, which shall reflect the name, telephone number and ERF number of the relevant HOMEOWNER or RESIDENT.

9.5 No reptiles, rodents (except for hamsters and guineapigs kept in cages), farm animals or any exotic pets may be brought onto the ESTATE or kept and no noisy birds may be kept outside.

9.6 No aviaries are allowed.

9.7 If animals are brought onto or found upon the ESTATE contrary to the provisions of these ESTATE RULES or if any animal creates a nuisance to other residents, the HOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:

9.7.1 require the relevant HOMEOWNER or RESIDENT to remove the animal from the ESTATE; and/or itself remove the relevant animal from the ESTATE; and

9.7.2 to claim all costs so incurred from the relevant HOMEOWNER or RESIDENT.

9.8 Dogs:

9.8.1 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant HOMEOWNER's or RESIDENT's ERF.

9.8.2 Dogs shall not be allowed on COMMON AREAS, servitude areas or along the river, unless under strict control and on a leash. If any dog digs holes and/or otherwise damages COMMON AREAS, the relevant HOMEOWNER or RESIDENT shall be required to repair the damage.

9.8.3 The following dog species, mixed breed or pedigree are not allowed on the ESTATE:

9.8.3.1 Pitbull terriers;

9.8.3.2 Rottweilers; and

9.8.3.3 Boerboels.

9.8.4 The ESTATE's Veterinary Advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with the above rule.

9.8.5 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.

9.8.6 Dogs found hunting or harassing wildlife will be required to be removed from the ESTATE.

9.9 Cats:

9.9.1 All cats need to have a securely attached collar with an effective bell to limit hunting success as well as a tag displaying the owner's name, address and phone number.

9.9.2 All cats need to be neutered / spayed.

9.9.3 Problem cats or cats found wandering will be humanely trapped and impounded by the HOA Compliance Officer.

9.9.4 Where cats are a nuisance to other RESIDENTS, the relevant provisions of the ERT will be applied.

9.9.5 Any damage caused by problem cats to other RESIDENTS' property will be for the account of the cat owner.

9.10 Pet rabbits, hamsters or guineapigs and other rodents must be neutered and kept in an escape proof hutch. Any pet rabbit or rodent found loose will be removed from the ESTATE immediately.

9.11 No pet of any description is allowed to be dumped, released, or left once a residence is vacated or the pet is no longer wanted. No pet turtles or exotic fish may be released into dams on the ESTATE.

10 SECURITY

10.1 Security personnel are there for the safety and protection of the ESTATE, its EMPLOYEES, RESIDENTS and assets, and their role should be respected. Security guards may under no circumstances be abused or obstructed from performing their functions. They control access to the ESTATE and all EMPLOYEES, CONTRACTORS, VISITORS, tenants and RESIDENTS must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the MANAGER. The team can assist in medical emergencies, security emergencies and the removal of snakes, should there not be a security incident at the same time.

10.2 No person shall do anything which is or might be prejudicial to the security of any RESIDENT. Any action and or incident that might have a negative effect to the security

of the ESTATE and its RESIDENTS or EMPLOYEES must immediately be reported to the MANAGER or SECURITY MANAGER.

- 10.3 It is in the best interest of all RESIDENTS that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, RESIDENTS are requested to contact the HOA offices for assistance through the appropriate channels.
- 10.4 No VEHICLES or persons shall enter or leave the ESTATE at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the MANAGER or SECURITY MANAGER.
- 10.5 VEHICLES are subject to be searched at any time when necessary.
- 10.6 VEHICLES entering the ESTATE will from time to time be inspected by SECURITY with a vehicle search mirror to check for any oil leaks. VEHICLES showing oil leaks will not be allowed to enter the ESTATE.
- 10.7 The MANAGER and SECURITY MANAGER may make ESTATE RULES or temporarily alter ESTATE RULES relating to security matters as deemed fit in their discretion to enhance, manage and improve the security of the ESTATE. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The ESTATE's Guest Enrolment System will allow guests to enter and exit the ESTATE's main entrance gate by using a unique one-time pin code, generated by the RESIDENT. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the HOA'S CONSTITUTION and ESTATE RULES. Visitors to the ESTATE who intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to RESIDENTS, OWNERS or EMPLOYEES and other persons if, in the discretion of the SECURITY MANAGER, it is necessary.
- 10.8 If applicable, CONTRACTORS may only enter the ESTATE through the contractors' gate or as indicated.
- 10.9 All VEHICLES entering and/or leaving the ESTATE shall stop at the vehicle entrances. No VEHICLE shall enter the ESTATE unless admitted by the guard on duty at the gate, except where the HOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.

10.10 Any contractor or employee who has been engaged or employed by a HOMEOWNER or a RESIDENT to supply goods or services on the ESTATE will be required to apply to the SECURITY MANAGER for permission to enter the ESTATE before being permitted access to the ESTATE. The contractor or employee concerned will be required to apply to Brooke International or any other contracted verification body for a criminal record check report which they will, after receiving payment, forward directly to the Estate Risk Manager, to make an appropriate decision as to approve access to the ESTATE or not and inform the applicant accordingly. Should access be approved, the registration office will inform the applicant to visit the said office for enrolment and access to the ESTATE. No contractor or employee may enter the ESTATE unless and until his/her application for access has been approved in writing by the SECURITY MANAGER. Contractors or employees who have not been on the ESTATE for twelve consecutive months or more will be required to reapply to the SECURITY MANAGER for permission to access the ESTATE.

10.11 Biometric Fingerprint Access:

It is mandatory for everybody working or residing at the ESTATE to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the ESTATE are entitled to be enrolled.

10.12 Electronic Booms and Spikes:

10.12.1 The vehicle entry lanes are each equipped with electronic booms and spikes. The spikes will drop first followed by the boom opening once a person, who has right of access, places his finger on the finger scanner/wave reader which is available at each entry and exit lane.

10.12.2 People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

10.13 Close Circuit Television View (CCTV) :

10.13.1 Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all VEHICLES and people entering and exiting through the access points.

10.13.2 All persons working or residing on the ESTATE must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains particularly to nudity.

10.14 Electric Fencing:

The ESTATE is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the ESTATE and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the ESTATE must take note that the fence is live at all times.

10.15 Alarm Systems:

- 10.15.1 Burglar alarms must be in a sound working condition and comply with any regulations which the HOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment).
- 10.15.2 Armed response service providers are limited to the onsite security response team. Outside Armed Response will not be effective as they would have to go through an enrolment process each time they enter the ESTATE.

10.16 Tenant Approval:

- 10.16.1 MEMBERS shall ensure that no tenants are allowed occupancy on the ESTATE unless such tenants have been pre-approved by the HOA in writing and the appropriate administration fee paid to the HOA in this regard. The same HOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the HOA before access is extended.
- 10.16.2 The proposed tenants will be required to complete an application form provided by the HOA as part of the official HOA Tenant Leasing Procedure pack, which includes all other required documents to be completed.
- 10.16.3 A written undertaking must be given by such tenant to comply with the provisions of both the CONSTITUTION and all rules and regulations made and determined in accordance therewith.
- 10.16.4 The proposed tenant will also be required to submit his/her identity document and/or passport and submit him/herself for fingerprints to be taken by the SECURITY MANAGER and/or his delegate for the purpose of doing a criminal and/or background check.

10.17 Delinquent behaviour by minors:

Where any minor is found by the TRUSTEES to have been responsible for conduct or behaviour which in the view of the TRUSTEES has brought the name of the ESTATE into disrepute, caused excessive waste of ESTATE resources, caused damage or loss

to the ESTATE or residents and owners, the Trustees will impose a penalty (set out in the ERT) or such greater penalty as deemed appropriate by the Trustees. In addition, the parents of the minor will be held responsible for the costs of repair, restoration or replacement of the damaged property.

11 VISITORS AND EMPLOYEES

- 11.1 All RESIDENTS shall make use of the Guest enrolment system to allow their visitors access to the ESTATE. If a RESIDENT did not generate a code for their visitor to enter the ESTATE, the security guard will endeavour to obtain authority from the relevant RESIDENT to admit the person concerned to the ESTATE. It will be the responsibility of the OWNER/tenant to register on the ESTATE's Guest enrolment system. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to the ESTATE. Any Guest or VISITOR who is not in possession of a guest code and who is required to be scanned in to gain access will be required to present a valid driver's license and the VEHICLE must be correctly licensed. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a bona fide visitor to the RESIDENT'S own premises, where the RESIDENT will be physically present at the time of the visit.
- 11.2 OWNERS or RESIDENTS who fail to generate codes for their visitors more than 10 times per month, could be levied an administration fee per pin code that was generated by Security. The amount of this fee will be at the discretion of the MANAGER.
- 11.3 The right of admission to the ESTATE shall be under the control of the HOA that may on any reasonable grounds deny any person access to the ESTATE.
- 11.4 EMPLOYEES are obliged to abide by these ESTATE RULES and the CONSTITUTION. RESIDENTS are obliged to supply their EMPLOYEES with copies of these ESTATE RULES and the CONSTITUTION and to ensure that they are aware of all the provisions.
- 11.5 No full time EMPLOYEES of RESIDENTS are allowed to reside on the RESIDENT'S PROPERTY.
- 11.6 If the security guard on duty has no record of the arrival of any EMPLOYEES, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant RESIDENT to admit the EMPLOYEE concerned to the ESTATE. If such authority is not obtained the security guard will be entitled to refuse such EMPLOYEE access to the ESTATE.

12 TRAFFIC

- 12.1 The movement and control of traffic and pedestrians are subject to these ESTATE RULES and such further directives as may be made by the MANAGER with regard thereto.
- 12.2 Subject to consent being obtained from the MANAGER, heavy vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on week days. All trucks and lorries carrying stone, rubble, sand or any material which can blow or fall off, must be covered by a suitable net or canvas cover. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 12.3 Any motor vehicle found to be driven by a minor who is not in possession of a valid learners' license and accompanied by a licensed driver, will incur a substantial contravention penalty as set by the Trustees from time to time.
- 12.4 No person is allowed to drive a VEHICLE on the ESTATE roads while using or holding a mobile phone in their hands.
- 12.5 A maximum speed limit of 25 km/h (twenty five kilometres per hour) shall apply, provided that lower speed limits may be imposed by the HOA where this is deemed necessary. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorised by the HOA to stop speeding motorists and issue a contravention in terms of the ERT. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the ERT. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening.
- 12.6 Persons, animals and birds shall at all times have the right of way on and about the ESTATE. VEHICLES shall be brought to a stop whenever necessary.
- 12.7 The HOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on the ESTATE. Failure by any person to obey such signage shall constitute a contravention of these ESTATE RULES.
- 12.8 No person shall drive or ride any VEHICLE within the ESTATE in such a manner that would constitute an offence under any traffic ordinance. All VEHICLES shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, VEHICLES emitting excessive noise, smoke and/or oil are prohibited.

12.9 No person is allowed to drive, or be a passenger on, a motorcycle, scooter, motor tricycle or a motor quadricycle, or be a passenger in the sidecar attached to a motorcycle, in the ESTATE, unless he or she is wearing a protective helmet.

12.10 The driving of VEHICLES is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the HOA for that purpose. All unlicensed motorbikes and quad bikes may not be driven on the ESTATE roads.

12.11 The MANAGER reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and golf cart/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.

12.12 Golf Carts:

All VEHICLES, including Golf carts shall only be driven by adults over 18 (eighteen) years of age who are in possession of valid driver's license with a minimum of code 8. At no time may a golf cart be driven carrying more occupants than designed for. Any claims that might arise in relation to the use of a privately-owned golf cart on the ESTATE will be the sole responsibility of such driver and the registered owner of the privately-owned golf cart. Normal traffic regulations and considerations are applied.

12.13 Parking:

12.13.1 Parking will only be allowed in areas designated for such purpose by the HOA by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or VEHICLE shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on the ESTATE verges.

12.13.2 No person shall park or store any trailer, caravan, boat, truck, quadbike or lorry within the ESTATE, in such a way that it is visible from the road except with the consent of the HOA.

12.13.3 Quad bikes and motorbikes may be stored under the conditions above but must not be ridden anywhere on the ESTATE for recreational purposes or as mode of transport within the ESTATE.

12.13.4 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.

- 12.13.5 Should a VEHICLE be parked or abandoned in breach of the ESTATE RULES or CONSTITUTION, the MANAGER may:
- 12.13.5.1 impose the applicable warning / fine on the owner of, or on the person responsible for, the VEHICLE; and/or
 - 12.13.5.2 have the VEHICLE'S wheels clamped at the risk and expense, including the payment of a release fine of R500.00, of its owner or of the person responsible for it; or
 - 12.13.5.3 the HOA may apply for a court order at the cost of the owner of, or of the person responsible for, the VEHICLE to compel him or her to comply with the notice and/or topay such fine and any cost incurred in connection with the clamping or removal of theVEHICLE.

13 COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 13.1 The HOA shall be entitled to control all aspects of the environment on or about the ESTATE including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of any VINEYARDS and orchards within the COMMON AREAS on the ESTATE.
- 13.2 No person shall do anything or omit to do anything that may, in the opinion of the HOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of COMMON AREAS by RESIDENTS.
- 13.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the HOA for that purpose. Fires, fireworks or crackers may not be lit on any units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais.
- 13.4 No person shall (without the prior written authority of the HOA) pick or plant any flowers or plants on or about the COMMON AREAS.
- 13.5 No picking of flowers is allowed in the natural areas or public landscaping of the ESTATE.
- 13.6 The MANAGER shall be entitled to prohibit or restrict access to any part of the ESTATE, excluding the ERVEN, in order to preserve the natural fauna and flora.
- 13.7 The mountain bike trails may be used by walkers, but cyclists have right of way. Cyclists and walkers/joggers should keep strictly to the mountain bike and other tracks to prevent damaging sensitive vegetation. Cyclists must ensure that they ride in the indicated

direction to avoid collision and injury. No motorbikes or vehicles are allowed on the mountain bike trails.

- 13.8 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the ESTATE. Hunting and trapping in any manner is strictly prohibited, provided that the HOA and/or the DEVELOPER may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 13.9 No person shall anywhere on the ESTATE disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 13.10 No temporary structures (Tree houses) as defined by the National Building Regulations may be erected in the COMMON AREAS.
- 13.11 No swimming or fishing is allowed in the fishponds, or any water features on the ESTATE other than where signage indicates that such activities are allowed.
- 13.12 No boreholes or well points may be drilled or dug on any ERF.

14 SPORTS AND LEISURE CENTRE

- 14.1 Access to the Sports and Leisure Centre(s) on the ESTATE may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the MANAGER.
- 14.2 No Bluetooth speakers playing loud music are to be used in, parks or outside gym facilities,

14.3 Outdoor Gyms:

Access to gym areas is free for all MEMBERS, including any residential SECTIONAL TITLE UNIT OWNERS, all MEMBERS and OWNERS must comply with the Paarl Valleij Squash Court Rules as promulgated by the TRUSTEES from time to time.

15 GENERATORS

- 15.1 No private generators are allowed and residents are encouraged to make use electrical power storage solutions.

16 SATELLITE DISHES

- 16.1 No satellite dishes allowed on private residences (central facilities will be available).

17 LETTING AND RESALE

- 17.1 These ESTATE RULES apply to and are binding upon all tenants. An OWNER (or his agent) who intends to let a UNIT shall furnish his tenant with a copy of these ESTATE RULES.
- 17.2 The HOA must give its approval prior to any UNIT being let.
- 17.3 The HOA must approve the occupation in writing of a permanent UNIT for financial gain as a rental (leasing) no matter how short the period is.
- 17.4 No UNIT may be let solely for student accommodation or as a student or solely for accommodation of high school students.
- 17.5 The HOA consider short term letting of 3 (three) months or less as a commercial activity which is prohibited in terms of the CONSTITUTION and accordingly the HOA will not give its approval.
- 17.6 Each UNIT may only be occupied by 1 (one) bona fide household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social visitors from time to time. No RESIDENT shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its UNIT as accommodation, or to form a commune, or similar live-in arrangement.
- 17.7 MEMBERS or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those MEMBERS. Every tenant and/or guest shall be required to register at the offices of the MANAGER within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these ESTATE RULES and acknowledges that these ESTATE RULES are binding on him as well as the GATEHOUSE ENROLMENT & INDEMNITY.
- 17.8 If any tenant, guest, employee or other invitee of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the HOA shall be entitled to deny that tenant, guest, employee or other invitee access to the ESTATE.

17.9 1% (one percent) Contribution on Resale Transfer:

An amount of 1% (one percent) of the purchase price payable (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the ERF or UNIT) in respect of each ERF or UNIT (as the case may be) sold by a Member to a third party up to a maximum of R100 000 (one hundred thousand Rand) (escalated annually at the discretion of the trustees, please ascertain) per sale transaction will be paid by the

MEMBER (as seller of the ERF or UNIT) to the HOA. The aforesaid amount payable to the HOA will form part of the clearance to be obtained from the HOA in respect of registration of transfer of the ERF or UNIT in question in the name of such third-party purchaser. The provisions of this clause shall not apply in the event of a Distressed Sale (as defined in the CONSTITUTION), transfer to a family trust or transfer from a deceased estate to a surviving spouse or direct family member. ("Family Trust" means a trust created primarily for the benefit of the initial owner of the ERF's or UNIT's spouse, surviving spouse, brother, sister and/or descendants ("the Immediate Family") and/or the initial owner of the ERF or UNIT himself and in respect of which the beneficiaries as to not less than 100% of the income and capital are members of the Immediate Family or which is effectively controlled by the Immediate Family and/or the initial owner of the ERF or UNIT himself and of which any of the Immediate Family or the initial owner of the ERF or UNIT himself is a trustee.)

18 VANDALISM

18.1 The HOA has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts:

18.1.1 All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor;

18.1.2 Should damage be caused to the property of an OWNER within the ESTATE, the HOA will provide the OWNER and RESIDENT with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the OWNER; and

18.1.3 Trespassing on a RESIDENT's private property with the intention of playing "tok tokkie" / "ding-dong-ditch" will incur a penalty as set out in the ERT.

19 CONDUCT

19.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other ERF.

19.2 No unauthorised persons are allowed on any ERF where building operations are under progress.

- 19.3 No person 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 in the sole and unfettered discretion of the MANAGER to other RESIDENTS.
- 19.4 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 19.5 All building work, whether undertaken by a contractor or by the RESIDENT, must be done during the hours stipulated by the HOA from time to time for BUILDING CONTRACTORS. Loud music and other undue noise are not permitted.
- 19.6 In order to maintain the low density residential nature of the ESTATE, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the ESTATE.

20 SYNDICATION OWNERSHIP

- 20.1 Syndication ownership both direct and indirect of an ERF or UNIT is at all times limited to 6 (six) natural persons.

21 COMMERCIAL ACTIVITIES

- 21.1 Save for those commercial activities recorded by the DEVELOPER for the ESTATE at the time of the establishment of the HOA, the MANAGER is entitled to regulate all commercial activities on or about the ESTATE.
- 21.2 No application for any trading or similar license may be made to conduct any commercial activity of any nature from any ERF without the prior written consent of the HOA.
- 21.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the ESTATE without the HOA's approval.
- 21.4 No "For Sale" signs or any signage pertaining to the sale of ERVEN or UNITS except that of the sales agency duly mandated by the DEVELOPER may be displayed on the ESTATE or on private ERVEN or affixed to any buildings;
- 21.5 No door to door canvassing and/or selling is permitted.
- 21.6 Some commercial activities may be carried out within the ESTATE by the DEVELOPER, HOA or their agents and it is in the interest of the ESTATE to ensure the commercial viability of such commercial activities. Accordingly, the RESIDENTS must have due

regard to the commercial activities and provided such activities are undertaken in a normal and reasonable manner, these ESTATE RULES shall not be interpreted so as to prejudice any such activities.

22 BUILDING REQUIREMENTS AND CONSTRUCTION

22.1 Please see the BRR and Annexure B SHOC Deliverables which is available on the WEBSITE. Should any dispute arise in connection with the ARCHITECTURAL & LANDSCAPING DESIGN GUIDE, including but without limitation, the application and/or interpretation thereof, the CONTROLLING ARCHITECTS' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the CONTROLLING ARCHITECTS can, with the approval of the HOA, make the necessary amendments to the above GUIDE where such GUIDE is, in the sole discretion of the CONTROLLING ARCHITECTS' and the HOA, lacking or vague.

23 APPROVAL OF ALTERATIONS AFTER OCCUPATION

23.1 Should a HOMEOWNER wish to make alterations to his/her house and or garden the HOMEOWNER must adhere to the following:

23.1.1 all alterations must be shown on a plan for alterations done to IMPROVEMENTS and or LANDSCAPING for scrutiny by the HOA;

23.1.2 the CONTROLLING ARCHITECT and HOA will not fulfil the function of approving plans insofar as compliance with the LOCAL AUTHORITY by-laws etc. is concerned but will merely ensure that they comply with the GUIDE and where possible identify matters of possible conflict;

23.1.3 all building plans must be submitted to the offices of the CONTROLLING ARCHITECTS. All LANDSCAPING PLANS must be handed in to the offices of the HOA;

23.1.4 the CONTROLLING ARCHITECTS will meet every two weeks, or as determined from time to time together with the AESTHETIC COMMITTEE to evaluate the plan submissions. Written responses will be made on all submissions to the CONTROLLING ARCHITECTS after these meetings;

23.1.5 all plans necessary for LOCAL AUTHORITY approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for HOA record purposes;

- 23.1.6 approved drawings will be stamped by the CONTROLLING ARCHITECTS and made available for collection by the ARCHITECT or HOMEOWNER for submission to the LOCAL AUTHORITY. All approval fees, (i.e. Council fees) are for the HOMEOWNER'S account;
- 23.1.7 no building activity will be allowed without proof of the approved plans from the CONTROLLING ARCHITECTS and if needed the LOCAL AUTHORITY or a letter from the LOCAL AUTHORITY authorising the HOMEOWNER to start; and
- 23.1.8 where alterations are made without such approved plans the HOA reserves the right to insist they must be reversed and may levy a monthly penalty of R5,000 for every month during which such reversal has not been completed.

24 ELECTRONIC EQUIPMENT

- 24.1 The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the ESTATE are prohibited.

25 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 25.1 No person shall bring or permit any person to bring any substances onto the ESTATE or permit the storage of any substances on the ESTATE which may constitute a fire hazard or a threat to the health of any RESIDENT or other person or which may result in the contamination of the ESTATE.
- 25.2 Fireworks are strictly prohibited.

26 LANDSCAPING, POOLS, JUNGLE GYMS ETC.

- 26.1 The nature, content and design of the gardens on an ERF, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the HOA. Should the standards not be adhered to, the HOA shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the OWNER accordingly.
- 26.2 No liability will be accepted by the HOA for any damage, accidents or injury to any person caused by swimming pools on an ERF.
- 26.3 Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard

walls in order that they are not readily visible from any road and/or other ERF or public open space. No temporary wire fencing or similar fencing may be erected and all boundary screen elements must comply with the GUIDE.

26.4 OWNERS may apply to the HOA to landscape areas of COMMON PROPERTY around an ERF owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the discretion of the HOA with regard to any area or ERF. OWNERS will be obliged to accept that such permission will be granted in some cases and not in others.

26.5 No temporary structures, as defined by the National Building Regulations, may be erected.

27 AIRCRAFT LANDING

27.1 For security reasons and the protection of privacy of RESIDENTS, no aircraft (including drones) are permitted to be operated over land, on private or ESTATE property or other open areas, without consent by the HOA. Consent shall only be considered on receipt of a completed and signed application and indemnity form.

27.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the HOA.

28 ELECTRICITY AND GAS SUPPLY

28.1 The electricity network on the ESTATE is privately owned and operated and RESIDENTS are compelled to tie into the ESTATE's electricity network. The network will be managed by a private network manager and this network manager will invoice MEMBERS directly for electricity usage.

28.2 Each residence on an ERF will contain an LPG gas network for cooking, geyser heating, gas fire lace, and braai. It is compulsory for MEMBERS to remain connected to the ESTATE's said LPG network, which network will be privately owned and operated by a private network operator who will invoice MEMBERS directly.

29 WATER

29.1 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in water supply.

- 29.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 29.3 No person, other than a person specifically authorised thereto by the HOA or the MANAGER in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 29.4 The MANAGER may, without notice, disconnect any ERF temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 29.5 The MEMBERS shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF at a charge determined from time to time by the HOA. Procedures, costs and all other aspects relating to the system utilised on the ESTATE shall be determined from time to time by the HOA and communicated to MEMBERS by the MANAGER. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the GUIDE and approved by the HOA.
- 29.6 In order to effectively manage water resources, no borehole may be sunk on the ESTATE nor any existing borehole may be used for any purpose whatsoever.
- 29.7 The HOA shall take all reasonable steps to procure and maintain an adequate supply of water to OWNERS or RESIDENTS, but does not guarantee that same will always be maintained.
- 29.8 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS due to flooding and excess storm water.

30 LEVIES

- 30.1 Levies are payable by MEMBERS monthly in advance by bank debit order on the first day of each month into the bank account of the HOA.
- 30.2 Levy and water accounts will be sent electronically and it will be the OWNER'S responsibility to ensure all their details are correct and up to date. The HOA will not take responsibility if an OWNER did not receive an account.
- 30.3 Any amount not paid on due date shall attract interest at a rate determined by the TRUSTEES until payment has been received.

31 WARNINGS AND PENALTIES

- 31.1 Warnings and Penalties are issued according to the ERT as published on the WEBSITE. They are to be paid into the HOA account within 30 days from date of being issued. If an OWNER feels the FINE is unwarranted they may appeal in writing to the TRUSTEES but the FINE must be paid in the meantime.
- 31.2 The HOA shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behaviour and/or conduct of other RESIDENTS and persons on or about the ESTATE and shall take such steps with regard thereto as it may deem fit. The HOA 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. If any person contravenes or fails to comply with any of the provisions of these ESTATE RULES or any conditions imposed by or directives given by the HOA in terms of these ESTATE RULES, the MANAGER or SECURITY MANAGER shall be entitled (without limiting any other rights afforded to them in terms of these ESTATE RULES) to impose a FINE as may be approved by the HOA from time to time on the person concerned.
- 31.3 If the person concerned is a family member, 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 family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the HOA forthwith on demand.

32 ENFORCEMENT OF THE ESTATE RULES

- 32.1 For purposes of the enforcement of any of the ESTATE RULES, the TRUSTEES may take or cause to be taken such steps as they may consider necessary to remedy the breach of the ESTATE RULES of which a RESIDENT may be guilty, and the HOA may take such action, including court proceedings, as it may deem fit.
- 32.2 In the event of any MEMBER/RESIDENT disputing his/her or someone under his/her control's breach of any of the ESTATE RULES or in the event of any MEMBER appealing against a penalty, an ad hoc committee comprising of 3 (THREE) TRUSTEES, will be appointed by the CHAIRPERSON for the purpose of adjudicating upon the issue at such time and in such manner and according to such procedure as the CHAIRPERSON may direct. Proceedings will take place without legal representation unless agreed otherwise between the TRUSTEES and the MEMBER/RESIDENT in question.
- 32.3 Notwithstanding the above proceedings, the HOA reserves the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the HOA in the event of a breach of an ESTATE RULE. In pursuing such

action the TRUSTEES may appoint such attorneys and counsel as they may deem fit to represent the HOA.

33 GENERAL ESTATE RULES

- 33.1 The HOA shall have control of the use of the COMMON PROPERTY including all recreational and entertainment facilities and all other amenities on the COMMON PROPERTY and the HOA shall have the right to levy charges for the use thereof, if considered necessary.
- 33.2 In general, where no specific ESTATE RULES have applicability, the TRUSTEES reserve the right for the MANAGER to make ESTATE RULES from time to time that he may deem necessary subject to the approval of the TRUSTEES.
- 33.3 The TRUSTEES reserve the right to amend these ESTATE RULES from time to time in such manner as they deem necessary.
- 33.4 The MANAGER will publish any changes in the ESTATE RULES on the WEBSITE and on the Community Portal.

ACCEPTANCE

I, the undersigned _____

**resident / tenant / owner / employee [delete whichever is not applicable] of
_____ [insert ERF/UNIT number]**

- 1. hereby accept all the terms, conditions and rules as contained in this ESTATE RULES document;**
- 2. acknowledge that the TRUSTEES have the authority to amend the ESTATE RULES and the ERT by virtue of the CONSTITUTION and agree that I am equally bound by any changes made in good faith by the TRUSTEES in the future to the ESTATE RULES and agree to abide by them;**
- 3. understand that a copy of the latest amended version of the ESTATE RULES is available upon request from the HOA and also on the WEBSITE and Community Portal.**

Signature of

Date:

Place:

CONTRACTOR FEES

SHOC DELIVERABLES

Annexure C

ESTATE RULES TRANSGRESSION CHART (ERT) [REVISION 01/2023]

NO.	DESCRIPTION	PENALTY
1	DISTURBANCES (Warnings for First Offence)	
a	Domestic noise (loud music, partying, etc.): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc.): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc.): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc.): Third Offence	R 1000.00
c	Domestic Animal noise disturbances (excessive dog barking)	R 1000.00
2	DOMESTIC REFUSE & WASTE (Warnings for First Offence)	
a	Dustbins not kept in courtyard	R 300.00
b	Refuse, boxes and materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened	R 300.00
3	ANIMALS	
a	Dogs roaming/walking without a leash: First Offence	R 1000.00
b	Dogs roaming/walking without a leash: Second Offence	R 2000.00
c	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from estate
d	Dogs attacking residents, animals, contractors	Steps to remove animal from estate
e	Dog & Cat defecating in public	R 500.00
f	Dog & Cat not wearing tag	R 500.00
g	Cat causing nuisance to HOA or other residents: First Offence	Warning
h	Cat causing nuisance to HOA or other residents: Second Offence	R 1000.00
i	Cat causing nuisance to HOA or other residents: Third Offence	Steps to remove animal from estate
j	Farm like animals, reptiles or any exotic pets/incorrect breed kept on erven	R 1000.00 and steps to remove animal from estate
4	RESIDENTS, DEVELOPER & CONTRACTOR: EMPLOYEES (Warnings for First Offence)	
a	Employees not enrolled on the Biometric system	R 1000.00 for each day of non-compliance
b	Contractors not confining themselves to their designated work areas	R 500.00

5 TRAFFIC & TRANSPORT VEHICLES AND SECURITY						
	Kilometres / hour	1 st Transgression	2 nd Transgression	3 rd Transgression	4 th Transgression	
a	25 – 30 km/h	R 250.00	R500.00	R1 000.00	R5 000.00	
	31 – 40 km/h	R5 00.00	R1 000.00	R2 000.00	R5 000.00	
	41km/h and above	R1 000.00	R2 000.00	R2 500.00	R5 000.00	
b	Reckless driving (not abiding by traffic rules)				R1 000.00	
c	Cutting Traffic Circles				R 500.00	
d	Illegal parking & driving, e.g. verges, pedestrian paths, open areas, private parking bays				R 500.00	
e	Caravans, Boats, Campers, Camping Trailers, Trailers, quad bikes or any similar transport vehicle parked visible on driveway or road				1st Transgression Penalty R 500.00 2nd Transgression Penalty R1 000.00 3rd Transgression Penalty R2 000.00	
f	Privately owned vehicles not driven by a licensed driver:First Offence				R1 000.00	
g	Privately owned vehicles not driven by a licensed driver:Second offence				R2 000.00	
i	Verbally abusing, disrespecting or challenging the Speed Control Officer				R1 000.00	
j	Children joy riding in motor vehicles				R5 000.00	
k	Delinquent behavior by minors				1 st Offence R10 000.00 or such amount as determined by the Trustees	
6 ENVIRONMENTAL						
a	Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven, the FARM or the RIPARIAN ZONE				R1 000.00	
b	Burning of plant material or waste on private properties				R1 000.00	
c	Oil spillages on roads				R 500.00 & Clean-up Cost	
d	Damages to Estate Irrigation				R1 000.00 & Repair Cost	
e	Illicit use of Estate Irrigation water				R5 000.00	
f	Littering				R 300.00	
7 CLUB & SPORTING FACILITIES						

8	BUILDING & AESTHETICS	
a	Alterations & Maintenance not in building hours	R 500.00
b	Alterations or additions to existing properties without plans or written ESTATE approval	R5 000.00 & referred to Building Committee
c	Aesthetic additions to properties without approval	R5 000.00 & referred to Aesthetics Committee
d	Non-approved plants & trees added to landscaping	R 300 & own removal & referred to Landscaping Committee
e	Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair – Refer to Estate Rule 26	After 48 hours' notice, R 500.00
f	Maintenance of House and/or Garden not in accordance with a standard acceptable to the HOA, 30-day Notice to comply	After 14-day notice, R 500.00 per day of non-compliance
g	Trampoline including poles & safety netting visible from road / common property / other erven, 7-day Notice to comply	R 300.00 per week of non-compliance
9	VANDALISM	
a	Delinquent behaviour & Vandalism to any HOA, Estate & Club buildings, equipment, landscaping, any park, private property, private building sites	Minimum of R 5000.00 or amount determined by the Trustees & repair cost
10	TRESPASSING	
a	Building sites without permission	R 500.00
b	Restricted areas	R 500.00
c	Picnic area after hours on privately owned erven, FARM or RIPARIAN ZONE	R 500.00
d	Private Property Residence – “tok tokkie”, “ding, dong ditch”	R 500.00
11	SHORT TERM RENTALS	
a	Short term renting of property not conforming to Estate Rule 17: First Offence	R2 500.00
b	Short term renting of property not conforming to Estate Rules 17: Second Offence	R5 000.00
c	Short term renting of property not conforming to Estate Rule 17: Third Offence	Refer to Trustees
12	GENERAL	
a	Not furnishing updated address/email address/personal information	R 300.00
b	Not generating codes for visitors on Guest Enrolment system (more than 10 times per month)	R 30.00 (per pin code generated by Security)
c	Generating access code for a third party	R 2 000.00