



# FRANSCHÉ HOEK

AGRICULTURAL ESTATE

**RULES OF**

**THE FRANSCHÉ HOEK AGRICULTURAL ESTATE HOME OWNERS NPC**

Revision 4 January 2020

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## 1 INTERPRETATION

In these rules, unless inconsistent with or otherwise indicated by the context –

“architectural guidelines” means the general and specific architectural guidelines of FHAE as published from time to time comprising, inter alia, the sketch plan submission requirements, architectural guidelines specific to the Fynbos, Riverside Lane and Werwe areas, and the landscaping guidelines;

“articles” means the Articles of Association of the company as they stand and as they may be further amended from time to time;

“the company” means the Fransche Hoek Agricultural Estate Home Owners NPC registration number 2010/003627/08, (previously Tuscaloosa142) a company duly incorporated in accordance with the laws of the Republic of South Africa;

“chairman” means the chairman of the directors of the board of directors of the company appointed in terms of the articles from time to time;

“common property” has the meaning as defined in the articles;

“contractor” has the meaning as defined in the articles;

“directors” means the directors for the time being of the company or their alternates, as the case may be;

“erf or erven” means a Farm werf or Fynbos Village erf or Riverside Lane erf all as defined in the articles and any improvements (as defined in the articles) thereon or sectional title unit capable of individual tenure in terms of the Sectional Titles Act No. 95 of 1986, as amended, or the Deeds Registries Act No. 47 of 1937, as amended, which forms part of FHAE;

“executive committee” has the meaning as defined in the articles;

“FHAE” has the meaning as defined in the articles;

“improvements” has the meaning as defined in the articles;

“the manager” has the meaning as defined in the articles;

“member/s” has the meaning as defined in the articles;

“owner” or “homeowner”	means a member;
“resident”	means any person who is resident at FHAE and includes members of such persons family, his guests and tenants;
“Review architect”	has the meaning as defined in the articles;
“the rules”	means the rules contained in this document and as amended by the company from time to time;
“vehicle”	means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
“workers”	means domestic workers, laborer’s and sub-contractors employed or appointed by owners and/or residents or employed by contractors and suppliers appointed by owners and/or residents;

In these rules

any reference to the singular includes the plural and vice versa;

any reference to natural persons includes legal persons and vice versa;

any reference to gender includes the other genders;

words and phrases defined in the articles bear corresponding meanings herein.

The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.

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.

These rules shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa and the articles.

## **2 INTRODUCTION**

- 2.1 FHAE is a medium security, gated, upmarket residential estate including a working farm producing grapes and olives and other agricultural products. FHAE includes, in addition to the residential aspect, open spaces, vineyards, olive and fig orchards, beekeeping, vegetable gardens and Fynbos conservation areas and various recreational walking routes.
- 2.2 Living on FHAE means being part of a community of people who share a secure and high quality lifestyle. The rules for the community provide a means of protecting this lifestyle

- through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with others' enjoyment.
- 2.3 FHAЕ is generally managed and controlled by the company. The board of directors of the company in terms of the articles is given the power to make rules for the management, control, administration, use and enjoyment of FHAЕ. The board has the power to substitute, add to, amend or repeal any rule. Subject to the articles, the board is empowered to carry out all functions and powers designated to the company in the Rules.
- 2.4 The board also has the right to impose financial penalties (fines) to be paid by those members who fail to comply with the rules. Further, the board may in its sole discretion enforce provisions of any rule by application to the courts without first submitting to the dispute resolution procedure contained in the articles.

### **3 AIMS & OBJECTIVES (of these rules)**

To assist the board:

- 3.1 In governing the use of the ESTATE and its facilities. These ESTATE RULES are not intended to limit or impinge on the lifestyle of residents, but rather to protect them and enhance the quality of life for all, and are binding equally on all RESIDENTS, OWNERS, VISITORS, WORKERS and the HOA.
- 3.2 In managing the assets and promoting the development and maintenance of the common property of FHAЕ and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit for the entire FHAЕ community.
- 3.3 In enforcing the provisions relating to the improvements and architectural controls for FHAЕ, as set out in the Architectural and Landscaping Guidelines. In particular, and in no way detracting from the generality of the aforesaid, to ensure that all improvements on FHAЕ as well as any external fixtures or fittings attached thereto, comply with the aforesaid controls and generally to ensure that the external appearance of all buildings and other structures and all gardens and other areas on FHAЕ, comply with the standards set out in the aforesaid documents.
- 3.4 In promoting, advancing and protecting the interests of members generally and to co-operate with the Local Authority, Provincial Government and all other appropriate authorities for the benefit of the company and its members.
- 3.5 In representing the interests of members and to provide a united voice by which such interests may be expressed.
- 3.6 In setting and collecting levies and other contributions towards funds of the company for the attainment of the objectives of the company.
- 3.7 In maintaining open spaces, internal roads and pathways, landscaped gardens and other common areas within FHAЕ, which the company may own or may otherwise be responsible for, and to make and enforce regulations governing the use thereof by the members.

- 3.8 In preserving the natural Fynbos environment of FHAE generally, and also specifically in accordance with FHAE's environmental management system. Protection of water courses and the river banks during building work is of prime importance.
- 3.9 In ensuring that the farmed areas under vineyards and olives are maintained in accordance with the aesthetics of FHAE and that proper husbandry is practiced.
- 3.10 In regulating the day to day running of FHAE, including:
- 3.10.1 To regulate the conduct of any person within FHAE and the prevention of any nuisance to any member.
- 3.10.2 To impose fines and other penalties upon members disobeying the Articles, the Architectural and Landscaping Guidelines or the rules or the codes of conduct and policies of the company.

#### **4 OTHER DOCUMENTS**

*Other documents that must be read in conjunction with the Fransche Hoek Agricultural Estate Rules are:*

- The ARTICLES OF ASSOCIATION / (MOI) of Fransche Hoek Agricultural Estate
- The Architectural & Landscaping Design Guidelines for Werwe / Riverside / Fynbos
- FHAE Builders Code of Conduct
- FHAE Additions, Alterations, Repairs and Maintenance Policy
- FHAE Security Policy
- FHAE Traffic Policy
- FHAE solar power and Standby Generator policies
- FHAE Penalty Guidelines
- FHAE Consent to Transfer Policy
- FHAE Levy and Tariff Policy

#### **5 CONTACT DETAILS**

- 5.1 All OWNERS and RESIDENTS are required to provide the HOA with a registered e-mail address and cell phone number. An e-mail or SMS properly dispatched to such address/number will be regarded as having been received twenty-four hours after dispatch unless the contrary has been proven.
- 5.2 OWNERS and RESIDENTS are to promptly notify the HOA of changes in such address/number.

#### **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 upon the ESTATE chooses as his / her / its domicilium citandi et executandi the address of the ERF at which such person is residing. Documents delivered by hand to such ERF will be deemed to have been received on the date of delivery thereof.

## **7 DISTURBANCES (see also 13.4 below)**

- 7.1 Any conduct, save for normal agricultural and gardening activities, which disturbs or tends to disturb the peace and tranquility of FHAE and residents is not permitted.
- 7.2 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals as determined by the board or its Manager in their 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 rules.
- 7.3 Generators may only be installed with the prior permission of the board and must comply with the specifications and the FHAE Standby Generator policy in place from time to time. Generators may only be used during power outages. (See also clause 21.11)
- 7.4 The operation of drones on or over FHAE is strictly forbidden and penalties of not less than two months levy will apply to first offenders increasing by an additional levy for each subsequent offense and may include legal action against such operator and the responsible member.

## **8 PARTIES AND FUNCTIONS ON FHAE**

- 8.1 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within FHAE is discouraged for reasons of disruption to security, parking and the general disturbance of and inconvenience to other residents.
- 8.2 Special permission for a function to be held within FHAE, where more than 30 people may be attending or where more than 10 vehicles will be involved must be sought, prior to the proposed date of such function. Those planning to host an event or party as outlined in this clause 5.2 are to obtain permission from the manager.
- 8.3 In the event of permission being granted, cognisance shall be taken by the manager of the location of the property where the function is to be held in relation to gates and to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the board or the manager. Restrictions imposed on any function shall be strictly adhered to and will be deemed to be incorporated in, and from parts of these Rules.
- 8.4 No religious activities (including funerals of any kind) may be conducted, with the exception of such activities conducted inside the dwelling and without disturbing neighbours in any way. No slaughtering of any kind is allowed.

## **9 DOMESTIC REFUSE**

- 9.1 All refuse shall be kept in designated containers which shall not be visible from any road, except when placed in designated areas on collection days 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 –

- 9.1.1 prescribe the type and size of refuse containers to be obtained and used (currently trolley bins obtainable from the local Agrimark);
  - 9.1.2 provide directions in regard to any place designated for refuse removal;
  - 9.1.3 require the payment of a reasonable charge for the provision and collection of such containers.
- 9.2 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.
- 9.3 General household refuse and refuse bags may not be placed on the pavement, but must be placed inside the designated containers. Refuse not placed in the designated containers will not be removed.
- 9.4 Members should make their own arrangements for the removal of garden refuse unless this is limited to two bags per week, which will be collected by the farming company operating on the estate. Garden refuse may only be dumped at the designated refuse area on the estate and may not be left anywhere else on the estate.
- 9.5 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 member wishing to dispose of such refuse such directions for its disposal as he may deem fit. The cost of such disposal will be for the account of the member and/or tenant.

## **10 ANIMALS**

- 10.1 The Local Authority by-laws relating to pets will be strictly enforced. Owners' pets, birds or any other animal should not create a disturbance or be a nuisance to other residents.
- 10.2 Dogs may only be kept on properties where a suitable walled or fenced enclosure prevents a dog from straying off the owner's property.
- 10.3 No member may keep more than two dogs and two cats on an erf, unless they have written approval from the manager.
- 10.4 No poultry, pigeons, aviaries, wild animals or rabbits may be kept on FHAE.
- 10.5 Pets are not allowed to roam the streets.
- 10.6 Pets must be walked under the control of the owner in public areas. Pets must not be a danger to other members, their family, workers and visitors or to their pets.
- 10.7 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it and place it in the designated bins placed along the roads on FHAE. A spot fine equal to a maximum of one month's levy will be imposed on the pet's owner and/or member responsible for such owner, for any breach of this regulation.
- 10.8 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner, and is to be registered with the manager. Stray pets without identification will be apprehended and handed to the Municipal Pound or SPCA.
- 10.9 The company reserves the right to have a pet removed should it become a nuisance within FHAE. An independent contractor contracted by the company shall carry out the removal.

The cost of the removal shall be for the account of the owner. The board has an unfettered discretion in this regard, but will not exercise the right without first having directed a notice to the owner furnishing details of the complaint and the complainant and afforded the owner a reasonable opportunity to eliminate the cause of the complaint.

- 10.10 Members who wish to keep any animal other than dogs or cats including those mentioned in clause 7.4 on his erf must apply to the board for permission to do so. The board may in its sole and absolute discretion approve or not such application taking account the nuisance or danger potential to neighbours and members in general as well as any potential danger to the fauna on the estate.

## **11 SECURITY (See also the FHAE Security Policy)**

- 11.1 No person shall do anything which is, or might be, prejudicial to the security of any residents and residents are to report incidents affecting security to the manager.
- 11.2 No vehicles or persons shall enter or leave FHAE at any other point except at the entrance gates other than in extra-ordinary circumstances or with the prior written consent of the manager.
- 11.3 Access to FHAE of all persons including but not limited to members, their family members, tenants, visitors, workers, labourers, contractors and contract personnel, service providers, delivery and maintenance personnel etc will be regulated in terms of the security arrangements (as detailed in the FHAE Security Policy) in place from time to time and which will be published separately.
- 11.4 The company employs a security service provider to implement, manage and control the security arrangements. The security provider has full control and authority to implement the provisions of the security policy and take action as necessary to ensure that these arrangements are adhered to and maintained. Such action may include arrest and or eviction from FHAE of any person who is found to be in contravention of the security arrangements including those rules that apply to traffic management and control on FHAE.
- 11.5 The right of admission to FHAE shall be under the management and control of the manager and the contracted security provider who may on any reasonable grounds deny any person access to FHAE.
- 11.6 Bona fide guests residing with an owner are permitted to walk, jog or cycle on FHAE provided they keep to designated roads and pathways.
- 11.7 Other than those contained herein and in the FHAE Security policy, the board and or Manager may from time to time prescribe further rules in respect of security on FHAE.
- 11.8 Regulations and rules contained in the FHAE security policy form part of these rules and must be adhered to. Transgressions of the rules and regulations contained in this policy will mean a transgression of the rules.

### **11.9 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 Individuals who are approved to operate and work on the ESTATE are entitled to be enrolled.



### **11.10 Electronic Booms and Spikes**

The vehicle entry lanes are each equipped with electronic booms. The Boom will open once a person, who has right of access, places his finger on the finger scanner which is available at each entry and exit lane. Individuals using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom opens.

### **11.11 Protection of Personal Information and Close Circuit Television View (CCTV)**

The Company collects and processes your Personal Information to provide you with access to Fransche Hoek Estate and to enable it to maintain a secure environment. Security surveillance cameras are installed at various places and offices which are monitored from the Security Control Centre. This includes the movement of all vehicles and people entering and exiting through the access points. By entering this estate, you provide consent to your personal information being processed. The Company Privacy Notice and CCTV policy are available at the Reception Desk.

### **11.12 Electric Fencing**

Certain sections on the ESTATE are surrounded with high voltage electric fences equipped 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.

### **11.13 Alarm Systems**

11.13.1 Members, tenants and residents must have a company approved alarm system installed at the member's expense, and armed when not at home or at night, connected to the company appointed third party monitoring agent, approved by the board. The alarm system is required to alert the company's security service provider and the member when activation has been detected. Currently the company appointed third party monitoring agent is Pepler Alarms.

11.13.2 Members may utilise a supplier of their choice to install and maintain the alarm system. However, members must make use of the Company approved service provider to monitor the system remotely. To this end you will need to enter into the standard monitoring contract with the Company approved Monitoring service provider and the installation of the required radio sender unit and monitoring will be for the member's cost. Home security systems must be able to detect intrusions both outside and inside the home.

11.13.3 The estate is neither fenced nor walled which means that anyone from neighbouring farms (e.g. Chamonix) and the Mont Rochelle Nature reserve, for example, can easily walk into the property. Whilst the Company's thermal imaging security system is designed to detect border intrusions, detection isn't 100% guaranteed. Individual members should also take responsibility for the security of their families and possessions.

## **12 DOMESTIC WORKERS AND LABOURERS**

- 12.1 Workers are obliged to abide by the rules and the articles. Members are obliged to familiarise any workers (irrespective of whether they are employed by residents) on their properties with the rules and the articles and to ensure that they are aware of the relevant provisions.
- 12.2 Members are required to notify the company and to provide full details including a copy of a valid Identification document and work permit if applicable of any workers who reside on FHAE so that security access may be provided.
- 12.3 Workers not residing on FHAE shall be required to sign the prescribed entry document with the security guard on duty at the security gates. All members and tenants shall provide security with all the required registration details of their employees to facilitate access for regular workers.
- 12.4 If the security guard on duty has no record of the arrival of any worker, the security guard may (but will not be obliged to) endeavor to obtain authority from the relevant resident to admit the worker concerned to FHAE. If such authority is not obtained the security guard will be entitled to refuse such worker access to FHAE.
- 12.5 All workers shall be required to obtain identification cards from the manager and to carry such identification cards with them whilst they are on FHAE at all times. The cost of such identification card will be for the member or tenant's account.
- 12.6 Members shall use their best endeavors to ensure that none of their or their residents workers –
- 12.6.1 behave or engage in conduct unbecoming the high standard of FHAE; and/or
  - 12.6.2 engage in any strikes or other labour action on or about FHAE, it being recorded that the board and/or the manager shall be entitled to procure compliance with the aforesaid in their sole discretion and any costs associated therewith shall be for the account of such resident and/or member, as the case may be.
- 12.7 Foreign workers will only be registered on the FHAE Access Control System if they are in possession of a Refugee Identity Document issued in South Africa. All passport work permits needs to be verified by the local Home Affairs Office. It is to be noted that only original documents will be accepted at the FHAE registration office for these workers to be registered on the Access Control System of FHAE.

## **13 TRAFFIC (See also the FHAE Traffic Policy)**

- 13.1 The roads on FHAE, in spite of being “private”, are in fact used by the public. Because of this, and for the safety of all road users, it is necessary to apply the provisions of the Road Traffic Act 29 of 1989 (as amended). The roads are for the use of all, which places extra responsibility and awareness on all who use these roads and particularly on all adults and especially parents who need to educate and control their children. In addition to the Road Traffic Act the FHAE Traffic Policy also applies and must be strictly adhered to and any violations of the rules and regulations contained in this policy will mean a violation in terms of the rules.
- 13.2 Speed Limit

- 13.2.1 The speed limit throughout FHAE is as designated by traffic signs. A maximum speed limit of 30 km/h shall apply, provided that lower speed limits may be imposed from time to time by the board or manager where this is deemed necessary.
- 13.2.2 Any person found driving in excess of the prescribed speed limit, or in a dangerous manner, will be subject to the appropriate fine as detailed in the FHAE traffic policy. The modes and methods of speed measuring shall be in the sole discretion of the board, and such measured speed shall be conclusive proof of the speed driven by any person.
- 13.3 The movement and control of traffic and pedestrians are subject to these rules and the FHAE traffic policy and such further directives as may be made by the manager from time to time with regard thereto.
- 13.4 Subject to consent being obtained from the manager, heavy vehicles are not allowed access onto FHAE on Saturdays, Sundays or public holidays, nor before 08:00 and after 18:00 on weekdays. Vehicles with an axle loading in excess of 8 ton per axle are not allowed access to FHAE.
- 13.5 Vehicles shall be driven on tarred and brick paved roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 13.6 Persons, animals and birds shall at all times have the right of way on and about FHAE. Vehicles shall be brought to a stop to allow for such a right of way whenever necessary.
- 13.7 The board may by means of appropriate signage give directions as to the use of roads or any portion of roads and common areas. Failure by any person to obey such signage shall constitute a contravention of the rules.
- 13.8 No person shall drive or ride any vehicle within FHAE in such a manner that would constitute an offence under any traffic ordinance and any violation of these ordinances will accordingly be considered to be an offense in terms of the rules. All vehicles shall be in a good and roadworthy condition. Un-licensed or un-roadworthy vehicles will be refused access to FHAE and un-roadworthy vehicles belonging to members may not be driven on FHAE but must be moved by means of an appropriate tow truck.
  - 13.8.1 Without limiting the generality of the foregoing, vehicles, including but not limited to trucks, lorries, motor cars, LDV's, motor cycles, scramblers, scooters and quad bikes emitting (in the sole and exclusive opinion of the manager) excessive noise, smoke and/or leaking oil are prohibited from driving on FHAE.
  - 13.8.2 Cars, LDV's, SUV's, 4x4 LDV's and SUV's may only be driven on the non paved or non tarred roads on FHAE with the prior written permission of the FHAE manager, specifying the vehicle registration number, the purpose and date/s or periods when such vehicle may be driven on FHAE's non tarred or non paved roads and pathways. No approval for durations of more than one year at a time may be given and approval can be withdrawn at any time at the sole discretion of the manager. Under no circumstances is "off road" driving on FHAE permitted. Motorised vehicles including but not limited to, motor bikes, scramblers, scooters, tractors and quad bikes may not be driven "off road" or on

any of FHAЕ's non paved or non tarred roads under any circumstances. Non adherence to this rule 10.8.2 will be severely penalized. Mandatory fines for first offenses equivalent to two month's levy being issued to the offender and/or member responsible for the offender. Repeat offenses will attract fines up to 4 times the monthly levy. Estate and farming company vehicles are exempted from this rule 10.8.2.

- 13.9 The driving of vehicles is confined to designated roads and driveways, provided that non-motorised vehicles (mountain bikes) may be used on those roads and pathways (if any) specifically designated by the board for that purpose.
- 13.10 The board reserves the right to introduce any traffic calming measures, including but not limited to speed-humps and pedestrian-crossings, which they in their sole discretion deem necessary from time to time.

#### **Trailers, caravans, boats, quad bikes, helicopters, aircrafts and emergency vehicles**

- 13.11 Unsightly vehicles including but not limited to trailers, caravans, boats, trucks, motor homes or commercial type vehicle, lorries, horseboxes must be parked in a place that is at all times out of public sight. The company shall not be under any obligation to provide any storage facilities or designated places for the storage of any of these types of vehicles.
- 13.12 Quad bikes must be garaged and must not be ridden for leisure purposes anywhere on FHAЕ unless electric powered and then only on tarred and paved roads.
- 13.13 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and whose entrances must be kept clear.
- 13.14 No helicopters, gyrocopters, micro light aircraft or hang gliders shall be permitted to land on FHAЕ except in case of emergency.
- 13.15 No drones are permitted to operate on, or in the airspace above FHAЕ. Offenders will be subject to a minimum fine equivalent to two months levy increasing by one month's levy for every repeat offense and may also include legal action against such operator and the responsible member.
- 13.16 Regulations and rules contained in the FHAЕ traffic policy form part of these rules and must be adhered to. Any transgressions will mean a transgression of these rules.

#### **14 COMMON PROPERTY AND ENVIRONMENTAL ASPECTS**

- 14.1 The board shall be entitled to control all aspects of the environment on or about FHAЕ, including but not limited to the management and control of fauna and flora and the maintenance and upkeep of any vineyards and olive orchards within the common areas on FHAЕ.
- 14.2 No person shall do anything or omit to do anything that may, in the opinion of the board, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common property by residents.
- 14.3 **Littering and camping are prohibited. Due to wind conditions, surrounding Fynbos veld and the extreme risk of fire on and around the estate no open fire may be lit in the open as wind can easily blow burning embers into adjacent flammable bush on the Estate. Members**

should also bear in mind that should any fire result from a fire originating at his/her property the resulting claims from neighbouring members, the HOA and surrounding neighbours of the estate who may suffer damages will be for his/her account. Fires may not be lit on or about the common property except in places specifically designated by the board for that purpose. Extreme caution should be exercised in hot or windy weather when the risk of fire is high. A minimum fine of five times the monthly levy will apply to any first offense increasing by a one month levy for every repeat offense. In addition the board may also take legal action in terms of the relevant Acts pertaining to environmental control and fire prevention.

- 14.4 No person shall (without the prior written authority of the manager) pick or plant any flowers or plants on or about the common property.
- 14.5 The board shall be entitled to prohibit or restrict access to any part of FHAЕ, excluding the erven, in order to preserve the natural fauna and flora.
- 14.6 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about FHAЕ. Hunting and trapping in any manner are strictly prohibited and a minimum fine of ten times the monthly levy will apply. The baboon guard employed by the company to control the movements of baboons are exempted from this provision.
- 14.7 No person shall anywhere on FHAЕ disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird. A minimum fine of ten times the monthly levy will apply. Infestations of rodents should be reported to the manager who will advise the appropriate manner or provide details of an environmentally certified company to deal with such infestations. Under no circumstances should members in their own discretion place out poison or traps to try and eliminate the infestation.
- 14.8 Wading or swimming is not allowed in the dams or streams on FHAЕ. Owners of properties next to water courses or the river should take particular care to avoid erosion of the banks or pollution of the water system.
- 14.9 The use of all dams and streams is entirely at the member's own risk. Neither the member nor his/her dependants, tenants, visitors, workers or contractors and their workers/employees will have any claim for damages, loss or costs against the company or its board or its directors or its officials and employees, howsoever arising from their use.
- 14.10 Existing boreholes must be registered with the Department of Water Affairs (DWAF) and owners must comply with current legislation. From June 2011 no further boreholes may be drilled by residents on FHAЕ without the prior approval of the board.
- 14.11 FHAЕ is located in an environmentally sensitive area with many underground and above ground streams ultimately finding its way into the main waterways. Extreme care must therefore be taken not to allow any toxic spillage or other pollutants including but not limited to, cement, oils, fatty substances, paints, poisons, etc. to enter such underground or surface water. Failure to adhere to this requirement will result in severe penalties of not less than 10 times the monthly levy being levied by FHAЕ including reporting the member responsible to the relevant authorities.
- 14.12 No toxic or other pollutants such as but not limited to oils, fatty substances, paints, poisons, etc. may be dispensed in the sewer system. These must be discarded in a proper and

approved manner. Only materials and liquids authorised by the local municipal authority may be dispensed into the sewer system. Failure to adhere to this requirement will result in a minimum penalty of a month's levy being levied against the responsible owner for each and every occurrence. In addition the costs of rectifying any damage resulting from such unauthorized action will be recovered from the responsible owner, whilst the owner will also be reported to the local authority.

## **15 LETTING AND RESALE**

- 15.1 Letting of a home by an member is permitted, however limited to one tenant and only for periods of 12 (twelve) months or longer, subject to the prior written consent of the board having been obtained before the commencement of the lease period, which consent shall not be unreasonably withheld. In amplification of the a foregoing, the company considers:
- 15.1.1 One tenant shall include a single family unit, consisting of the tenant and his or her spouse or partner and their children and parents as well as any other direct dependant of either the tenant or his or her spouse or partner, provided that the total number of persons occupying such a home shall not result in an occupation rate of more than two persons per bedroom.
  - 15.1.2 Letting of a home for any period less than 12 (Twelve) months to be considered "short term letting" and therefore conducting a business in contravention of 11.2 of the articles. For sake of clarity, the operation of a temporary accommodation establishment for any period, including but not limited to a guesthouse, a boarding house, a bed and breakfast or any form of self-catering establishment or boutique hotel, is prohibited.
  - 15.1.3 Before any rental contract is entered into, the member must make arrangements for the prospective tenant to meet with the manager who will provide to such prospective tenant a copy of the rules and the articles and the policies. The rental contract should make provision for a clause that specifically makes mention of the fact that the prospective tenant was issued with a copy of the articles, rules and regulations and policies and that they have read and understood it and by signing the contract they agree to adhere and abide by such rules and regulations and policies of FHAЕ. No tenant will be allowed to rent on FHAЕ if such undertaking has not been signed.  
In particular, the manager will explain to the prospective tenant that under clause 12.1.7 and 12.1.8 below, if a non compliant rental contract is entered into, then the board may require that the prospective tenant be removed from the estate within 7 days unless such contract is amended so as to be compliant.
  - 15.1.4 No rental contract may have a term of less than 12 months or a break clause that would allow the tenant to shorten the rental period to less than 12 months.
  - 15.1.5 Before the rental contract is signed, the member must provide the manager with a copy of the rental contract for review and comment.

- 15.1.6 After the rental contract has been signed, the member must provide the manager with a copy of the signed rental contract.
- 15.1.7 In the event that a member has not complied with the above and has entered into a rental contract either for less than 12 months or that allows the tenant to vacate the property in less than 12 months, then the member must immediately have the rental contract amended so as to comply, and provide to the board a copy of the signed amendment.
- 15.1.8 In the event that the member has entered into a non compliant rental contract and either refuses to comply as above, or the tenant refuses to sign an amendment, then the board may at its discretion either (1) require the tenant to vacate the estate within 7 days from the date of such notification by the board to the member or tenant (and may after such 7 day period refuse access onto the estate to the tenant), or (2) charge the member a once-off up-front non refundable penalty of two times the monthly levy for each month that the rental contract is for less than 12 months or may be waived to less than 12 months.
- 15.1.9 No member may rent his property out to more than one tenant in any one 12 month period. In other words if, notwithstanding the fact that the member has a fully compliant 12 month contract, the tenant vacates the property before the expiration of the 12 month (or more) period specified by the rental contract, then the member must wait until 12 months from the starting date of the rental contract has expired, before being allowed to rent his house out again.
- 15.1.10 If, notwithstanding the fact that the member enters only into fully compliant rental contracts, on more than two occasions (not necessarily in succession) and the tenants vacate the property in under 12 months, the board may (at its sole discretion) deem the member retroactively to have entered into non compliant rental arrangements for each such occasion and charge the member a penalty of two months' levy for each month that any such tenant vacated the property before 12 months from the start date of each such rental contract had commenced.
- 15.1.11 Any rental contract which is terminated before 12 months due to the member having sold the property will not attract any penalty.
- 15.2 The tenant shall be required to register at the offices of the manager prior to arrival and to sign a declaration that he or she, acting for the family unit, is acquainted with the rules and acknowledges that the rules are binding on him or her and the family unit
- 15.3 If any tenant, guest, employee or other invitee of any member or his tenant fails to comply with any of the provisions of the rules, the board shall be entitled to deny that tenant, guest, employee or other invitee access to FHAЕ and to impose a fine on the member as per discretion of the board/manager.
- 15.4 Estate agents shall be required to abide by such rules and directives relating to advertising, access to FHAЕ, the holding of show houses and the like as the board may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to FHAЕ.

## 16 CONDUCT

- 16.1 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.
- 16.2 All washing lines and similar devices must be placed below the level of garden/yard walls, or be properly screened, in order that they are not readily visible from any road and/or other unit.
- 16.3 No unauthorised persons are allowed on any erf or werf where building operations are in progress.
- 16.4 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 board and/or the manager to other residents. In particular and without limiting the generality of the a foregoing –
  - 16.4.1 Security and External Lighting
    - 13.4.1.1 Burglar alarm sirens must automatically switch off after a period of time not exceeding 5 minutes and comply with any regulations which the board may make with regard thereto from time to time.
    - 13.4.1.2 Security lighting must be so arranged as to only switch on when the home is approached and or the alarm has been triggered. Bright lights burning all night are not permissible and unnecessary. Flood lit homes are strictly forbidden.
    - 13.4.1.3 Low level lights (300 Lumen light intensity per light) at the property entrance as well as on the wall at the front door, garages and other entrances to welcome and guide visitors are permissible. Close spacing (less than 3m) should be avoided in order to avoid a concentration of light and should not be switched on all night or when no visitors are expected.
    - 13.4.1.4 Aesthetic lighting in gardens must be of a low level intensity (250 lumen light intensity max per light) spaced no closer than 10 meters apart and mounted at heights not exceeding 1 meter. These lights should be applied sparingly and be switched off when not required.
    - 13.4.1.5 At all times members should strive to maintain the rural ambience called for in the architectural guidelines.
- 13.5 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;
- 13.6 All building work, whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the board from time to time for building contractors, unless written approval is given by the manager for building operations to take place outside such hours;
- 13.7 Loud music and other undue noise is not permitted.



- 13.8 In order to maintain the low density residential nature of FHAЕ, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on FHAЕ.
- 13.9 Under no circumstances will abusive behavior towards or swearing or racial remarks aimed at any of FHAЕ's personnel including security personnel be tolerated. Visitors and contractors and their workers and managers and supervisors found guilty of such behavior will be removed and banned from FHAЕ whilst the relevant responsible member will be fined by not less than the equivalent of the monthly levy depending on the severity of the incident. If a member or his family or workers is/are found to be guilty of such behavior a fine of not less than the equivalent of twice the monthly levy will be imposed on the member.

#### **14 SYNDICATION OWNERSHIP**

Syndication ownership both direct and indirect of an erf or werf is at all times limited to 2 (two) natural persons, irrespective of whether the natural persons

- 14.1 are registered co-owners of the erf or werf; or
- 14.2 are beneficiaries of a trust which is the registered owner of the erf or werf; or
- 14.3 hold an interest in any other legal entity which is the registered owner of the erf or werf.

#### **15 COMMERCIAL ACTIVITIES**

- 15.1 Agricultural activities will be carried out within FHAЕ and it will be in the interest of FHAЕ to ensure the viability of such activities. Accordingly, members must have due regard to the activities undertaken by those responsible for the vineyards and olive orchards, and provided such activities are undertaken in a normal and reasonable manner, these rules shall not be interpreted so as to prejudice any such activities. In this regard farm working hours applies which may fall outside the normal working hours of 7:00 Hrs to 18:00 Hrs
- 15.2 Subject to the Articles, members who envisage running a non-commercial business enterprise from FHAЕ must seek permission to be granted by the board for such an enterprise.
- 15.3 A business undertaking from a erf is subject to the following:
- 15.3.1 There is to be at least one bona fide occupant occupying the building on the erf from which the business is to be undertaken.
- 15.3.2 A maximum of 30% of the gross floor area of the building may be utilised, provided that such area does not exceed 60 m<sup>2</sup>.
- 15.3.3 The display of a name or advertising and notice boards is prohibited.
- 15.3.4 No door to door canvassing and/or selling is permitted.
- 15.3.5 The storage of goods of any nature and/or hazardous waste is prohibited.
- 15.3.6 The display of goods contemplated shall be located inside the building and shall not be visible from the outside/street.
- 15.3.7 The loading and off-loading of goods by means of a private or commercial vehicle may not take place unless the mass does not exceed 3500kg, loading capacity included.

- 15.3.8 All visitors' vehicles shall be parked on the premises. No parking whatsoever is permitted on the pavement or on gardened or conservation areas.
  - 15.3.9 The parking of a motor vehicle shall not impact neighbours' premises and/or the pavement.
  - 15.3.10 A maximum of one person may be employed in addition to the occupant/owner.
  - 15.3.11 No industry or manufacturing enterprise likely to cause disturbance to residents will be permitted
  - 15.3.12 No disturbances, noises, smells, radioactive or annoying situations that may cause public discomfort will be permitted.
- 15.4 The following business undertakings will not be considered or permitted:
- Crèche
  - Funeral undertaking
  - Visitor's information bureau
  - Building Society
  - Bank agency
  - Towing service
  - Vehicle workshop
  - Carwash bay
  - School
  - Panel beater
  - Parcel delivery services
  - Travel agency
  - Shooting range
  - Blasting contractors
  - Butchery and/or meat-processing enterprise
  - Dog parlour
  - Seafood supply/wholesalers
  - Bakery
  - Vehicle sale showroom and offices

Entertainment centre

Any manufacturing enterprise

Packaging and/or cartage contractors

Boarding house or self catering establishment

- 15.5 The undertaking may not generate excessive traffic. A maximum of two simultaneous visitors is permitted. The number of visitors may not adversely affect FHAЕ security. Security must be notified of visitors before they report to the main gate. Visiting times will be restricted to 09.00 - 18.00 on business week days only.
- 15.6 The permission granted in terms of this policy to a member or tenant can be terminated at the sole discretion of the board, if the member contravenes the rules and articles that govern business enterprises on FHAЕ.
- 15.7 The member or tenant shall have no claim whatsoever against the company for damages, howsoever caused.
- 15.8 Written consent of all immediate neighbours to conduct the enterprise must be obtained and must accompany a request for the permission to the board to conduct the business.
- 15.9 In the event that visitors occupy significant administrative time, the board may charge an appropriate fee, to be added to the relevant homeowner's levy.
- 15.10 Should any member or tenant, to whom permission has been granted for the conduct of a business, wish to change any aspect of such business, then such member or tenant shall submit a new application in accordance with the provisions of these rules to commence such business.

## **16 BUILDING REQUIREMENTS AND CONSTRUCTION (See also the FHAЕ Builders Code of Conduct)**

- 16.1 The provisions of the articles and the architectural and landscaping guidelines and the FHAЕ Builder's code of conduct relating to any improvements and gardens on any erf must be strictly complied with.
- 16.2 Without limiting the generality of 16.1, no improvements or alteration shall be erected on any erf on FHAЕ unless the plans, specifications and construction thereof comply with the architectural guidelines and the sketch plans and working drawings submitted in terms of 16.3 of these rules.
- 16.3 A scrutiny fee determined by the board from time to time shall be levied in respect of the scrutiny and approval of any working drawings by the board and the review architects. Construction may only commence once plan approval has been obtained from the review architect, the board and the municipality and must comply with the most recent scrutinized and approved plans. Retrospective approval of any improvement not in conformance with the approved plans will be automatically refused and the relevant member will be required to remove such unauthorized construction works forthwith, failing which the board will do so at the members cost. The board may however in its sole discretion approve such unauthorized

improvements upon payment of a fine of not less than 20% of the value of such improvement as determined by the board or 3 times the monthly levy, whichever is the greater.

Site establishment may commence, at the sole discretion of the board/manager, after approval of the plans by the review architect and board whilst awaiting municipal approval.

16.4 Before any improvement is commenced on any erf, the relevant member shall complete and sign the required documentation as obtained from the manager. The member shall pay to the company a deposit in an amount determined by the board from time to time in order to provide cover for the repair of any damage caused specifically attributable to the contractor or his servants or sub-contractors and their employees, including but not limited to infrastructure, buildings, common property, trees and plants etc, belonging to the company or to any other member. The board may also require further non refundable monthly payments to be made throughout the duration of the building works for the general repair, maintenance and upkeep of infrastructure. Upon the completion of the improvement, and only after all conditions of final completion (see 16.12), as determined by the board from time to time are met, will any deposit less the non refundable portion of such deposits, and any amounts necessary to rectify any damage caused as aforesaid be repaid to the member. No interest will be paid by the company on deposits.

16.4.1 No builder's hut or similar structure may be placed on an empty erf/werf more than one month prior to the commencement of building operations, or left on a property once building has been completed.

16.5 During the course of construction of any improvement, the manager shall be entitled to direct the relevant member or his appointed contractor to effect improvements to the quality of any aspects of the construction should the board or manager deem such improvements to be necessary.

16.6 The board shall be entitled to direct the relevant member to effect maintenance work on the improvements on his erf should the board deem such maintenance necessary.

16.7 The appointment of building contractors is subject to the prior written approval of the board, which approval shall not be unreasonably withheld.

16.8 Every member and building contractor shall be required to abide by the rules, the architectural guidelines, FHAЕ Builders code of conduct and any other rules and policies made by the board from time to time regulating the conduct of building contractors and members and to sign such prescribed undertakings as may be determined by the board with regard thereto. A member or building contractor will not be allowed to undertake any building work on FHAЕ until such time as the undertakings referred to in this clause have been given and are adhered to.

16.9 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to FHAЕ by the board or the manager.

16.10 Building completion rules will apply as follows:-

16.10.1 A member shall be obliged to have finally completed the building of his/her home within a period of 36 (thirty six) months from having taken transfer of an erf from the

developer of the estate, or the end of 2015, whichever is the sooner. Failure to comply will result in the company, after Dec 2015, imposing a non refundable penalty upon the member equal to 1 (one) times the monthly levy per month for each month or part of a month that the building remains incomplete. If the buildings remain incomplete after 31 December 2018 a non refundable penalty equal to 2 (two) times the monthly levy per month for each month or part of a month that the building remains incomplete will be imposed on the member. This penalty will escalate by an additional 1 (one) times the monthly levy after every 6 (six) months that the building remains incomplete after 31 December 2018 up to a maximum of 5 (five) times the monthly levy.

16.10.2 Where an undeveloped erf is acquired from someone other than the developer, building must commence within 6 months from date of transfer. Failure to comply will result in the company imposing a penalty upon the member equal to 1 (one) times the monthly levy per month, backdated to the date of transfer until the eventual start of building operations. Effective 1 January 2019 this penalty will escalate by an additional 1 (one) times the monthly levy after every 6 (six) months that building fails to commence after the date of transfer, up to a maximum of 5 (five) times the monthly levy. Should a member on sell without starting or completing the building this penalty will be applicable from the date of original transfer to the date of transfer to a new owner and will be payable prior to a transfer being consented to.

16.10.3 An member who in terms of 16.10.2 has failed to commence building within 6 month from date of transfer (late start) but never the less completes building within a period of 24 months from date of transfer plus the late start period will receive a credit for penalties levied due to the failure of not starting building operations within 6 months from date of transfer. Credit will be calculated on a pro rata day for day basis (100% for completion on or before the expiry of 24 months after transfer and 0% for completion after the expiry of the 24 month period plus the late start period). Credits will not be refunded but will be applied against future levies payable.

16.10.4 In the event that an erf is acquired from the developer after the end of 2015 rule 16.10.2 will apply. The member may however in writing exercise the option of completing the building of his home within 36 months from date of transfer (the initial period) without penalties being levied as required by rule 16.10.1. In the event that the member fails to complete the building within the initial period a non refundable penalty will be imposed on the member equal to 1(one) times the monthly levy per month for each month or part of a month that the building remains incomplete after the initial period increasing to two times the monthly levy after 6 months and three times the monthly levy after 12 months and 4 (four) times the monthly levy after 18 (eighteen) months and 5 (five) times the monthly levy after 24 (twenty four) months and beyond. Should such member decide to sell prior to the expiry of the initial period the provisions of 16.10.2 will not apply to any new owner and the original required 36 month initial period for the completion of a home on the property must be adhered to irrespective of the change of ownership failing which a non refundable penalty of 1(one) times the monthly levy per month or portion of a month that the building remains incomplete

increasing to two times the monthly levy after 6 months and three times the monthly levy after 12 months and 4 (four) times the monthly levy after 18 (eighteen) months and 5 (five) times the monthly levy after 24 (twenty four) months and beyond will apply after the expiry of the initial period.

- 16.11 Final completion - Once building has commenced on an erf, the relevant member must finally complete same within 18 (eighteen) months, which includes builders' holidays and rain affected days unless written consent for an extension has been obtained from the board. Failure to comply will result in the board, with effect from the completion of the 18 (eighteen) month period, imposing a penalty upon the member equal to one times the monthly levy per month increasing to two times the monthly levy after 24 months and three times the monthly levy after 30 months and 4 (four) times the monthly levy after 36 (Thirty Six) months and 5 (five) times the monthly levy after 42 (Forty Two) months until completion. In the event that the member sells a property on which there is an incomplete building the new owner will assume the liability to complete the building within the required original 18 month period and pay the penalties levied in the event it is not completed after 18 month from the date construction was started. The purchase agreement involving the sale of an erf or werf containing such an incomplete home shall include a clause that makes provision for the aforesaid liability and penalties for non-conformance. Consent to transfer will be withheld if the purchase agreement does not have such a liability and non-conformance clause.
- 16.12 If erven are transferred between entities or trusts in which a member/s or his/their primary beneficiaries (as defined in the articles of Association of the HOA) are the majority shareholders or the main beneficiaries the penalties referred to in clauses 16.10.1, 16.10.2, 16.10.4 and 16.11 will continue to be levied as though the transfer did not happen. The board will in its sole and absolute discretion decide whether a transaction falls within this provision.
- 16.13 Final completion shall mean that all items and snagging for both the exterior and interior of buildings, driveways, access roads and boundary walls shall be fully completed, landscaping finished and that all contractors and sub-contractors will have moved off site and all rubble, litter and rubbish shall have been removed from the site and its environment. In addition the member must provide the board with the following certificates:
- a) Occupation certificate issued by the Stellenbosch Municipality;
  - b) Certificate of Electrical Compliance issued by a certified electrical contractor;
  - c) Certificate of Compliance for water installations issued by a certified Plumber;
  - d) Certificate of compliance for gas installations;
  - e) Certificate of compliance for any stand-by generator and/or solar power generation systems as required in terms of the solar power generation and standby generator policies of FHAE;
  - f) Signed set of "as-built" plans indicating in RED any approved deviations/alterations made to the initial approved plans;

- g) Proof of an installed and functional alarm system including the required cameras and/or beams to protect the perimeter of the property and the house against intrusion duly connected to the FHAE response service provider;
  - h) All damage to adjacent common property and infrastructure including but not limited to flora, roads, water, telephone and power supply lines, fences, walls, etc have been made good to the satisfaction of the board in its sole and absolute discretion.
- 16.14 For the avoidance of doubt, a member who is in breach of the provisions of both 16.10 and 16.11 will only be liable for the penalty under either 16.10 or 16.11, but not both.
- 16.15 No member may make any alterations, additions or extensions to the exterior of any building without adhering to the provision in 16.2 and 16.3.
- 16.16 No member shall be entitled to build a tennis court, netball court or erect basketball hoops on any erf on Riverside Lane or Fynbos.
- 16.17 No home or section thereof on any erf on FHAE may be occupied prior to obtaining written consent from the manager and confirmation that it is substantially complete and capable of final completion within 30 (thirty) days of the date of occupation. In order to obtain this approval the following stipulations must have been adhered to at least.
- 16.17.1 All structures must have been completed in full accordance with the building plan approved by the local authority.
  - 16.17.2 The sewerage line must be connected to the sewer point provided.
  - 16.17.3 A permanent electricity meter, obtained from the company, must be installed. Power will not be switched on until an electrical certificate of compliance referred to in 16.12 has been issued.
  - 16.17.4 A permanent water meter, obtained from the company, must be installed and the system pressure tested by the building contractor's plumber. Water will not be switched on until a water certificate of compliance referred to in 16.12 has been issued.
  - 16.17.5 All exterior work including walls, palisades, pergolas, boundary walls, driveways, water features and swimming pools must be completed according to the plan approved by the local authority.
  - 16.17.6 All the structures must be painted to the satisfaction of the board and in accordance with the guidelines.
  - 16.17.7 The entire area of the unit not covered by structures or drive ways must be landscaped to the satisfaction of the board.
  - 16.17.8 Should final completion not be achieved after 30 days of having been given permission to occupy the member will forthwith evacuate the residential unit, failing which a penalty calculated at the rate of one thirtieth of the monthly levy per day for each day that the member remains in residence without achieving final completion backdated to the original date of occupation will apply.

- 16.18 Regulations and rules contained in the FHAE Builders Code of Conduct form part of these rules and must be adhered to. Any transgressions will mean a transgression of the rules.
- 16.19 Erf Consolidation:  
In the event that a member wishes to consolidate or join erven the following rules will apply;
- 16.19.1 The monthly levy for each erf remains payable. So in effect in the event of actual consolidation the levy for such a consolidated erf becomes double the normal levy.
- 16.19.2 Penalties incurred related to such a consolidated erf which are levy related remain based on a single levy applicable to normal erven.
- 16.19.3 Special capital contributions will be double that applicable to a normal erf.
- 16.19.4 The normal late building start or late building completion rules referred to in clauses 16.10 and 16.11 will apply to each building erected on such a consolidated erf.
- 16.19.5 The relevant provisions of the Articles related to sectionalisation will be applicable in the event that the owner decides to sectionalise the consolidated erf.
- 16.20 Erf ownership with no consolidation for garden extension purposes:  
In the event that a member wishes to join two erven with the purpose of using one erf exclusively for gardening purposes the following rules will apply;
- 16.20.1.1 The monthly levy for each erf remains payable.
- 16.20.1.2 Special capital contributions will apply to each erf separately.
- 16.20.1.3 No late building start or late building completion penalty will be levied.
- 16.20.1.4 No other activities other than gardening may take place on such an erf.
- 16.20.1.5 Should a building be erected on such an erf at a later date, then a non refundable, late building start penalty equivalent to 12 months levy will be applicable and must be paid prior to start of building operations. All other fees and deposits will also be due, as will be the late completion penalty referred to in 16.11 should building operations exceed 18 months from start of building operations.
- 16.20.1.6 Should no building take place on such an erf and such an erf is subsequently sold then the non-refundable late building start penalty referred to in 16.20.1.5 above must be paid prior to a clearance certificate being issued. The building completion Clauses 16.10 and 16.11 will then apply to the new owner.

## **17 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

- 17.1 Due to wind conditions, surrounding Fynbos veld and the extreme risk of fire on and around our estate no open fire should be lit in the open as wind can easily blow burning embers into adjacent flammable bush on the Estate. Members should also bear in mind that should any fire result from a fire at his/her property the resulting claims from



neighbouring members, the HOA and surrounding neighbours around the estate who may suffer damages will be for his/her account.

- 17.2 No person shall bring or permit any person to bring any substances onto FHAE or permit the storage of any substances on FHAE 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 FHAE.
- 17.3 Fireworks are strictly prohibited.
- 17.4 Each dwelling must have at least one 4.5kg DCP fire extinguisher.
- 17.5 Fires may not be lit on any erven or werwe other than in properly built-in fireplaces or Weber braais with a lid located in protected areas such as stoeps and enclosed areas.
- 17.6 The use of fire pits are not allowed under any circumstances.
- 17.7 Common sense should be exercised with regard to the fire risk in windy or hot weather conditions.

## **18 LANDSCAPING, POOLS AND JUNGLE GYMS**

- 18.1 The nature, content and design of the gardens within any erf, including the establishment and maintenance of landscaping in these areas and all pools must be maintained in a neat and orderly fashion as determined by the board in its sole discretion from time to time. Should the requirements of the board not be adhered to, the board 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. A garden and trees planted shall not unduly detract from the view and the reasonable enjoyment of another homeowner's property. The board in its sole discretion may determine whether a particular garden transgresses this rule.
- 18.2 Jungle gyms, swings, trampolines, portable or temporary swimming pools and similar equipment must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other property. No liability will be incurred by the company, or the board, or the directors, or officials or employees of the company for any damage, accidents, death or injury to any person caused by such equipment or permanent swimming pools located on any erf or the common property.
- 18.3 Members may apply to the board to landscape areas of common ground 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 board with regard to any area or erf. Members will be obliged to accept that such permission will be granted in some cases and not in others. Maintenance and irrigation of these areas will be for the members' account.
- 18.4 Application must be made to the board in accordance with the Architectural Guidelines which contains comprehensive instructions.
- 18.5 No temporary structures as defined by the National Building Regulations may be erected.

## **19 LEVIES**

- 19.1 Members must pay levies in full and in advance by the 1<sup>st</sup> day of each and every month.
- 19.2 Members in arrears at the 7<sup>th</sup> of the month shall pay interest, (at the rate determined by the board), and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month up until the date of payment.
- 19.3 Members still in arrears after 30 days must pay immediately on be billed the full amount overdue, plus the next levy due, plus admin fees as determined by the board from time to time, plus interest on the full overdue amount up until the date of payment.
- 19.4 Members in arrears after 60 days shall have their overdue account, and the full interest thereon and the admin fees, handed over for collection and possible legal action. Any costs including all legal costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the member's account, on an attorney and client scale. Any interest on, or collection fees or admin fees for overdue levies, shall be considered to be part of the levy and treated as such.
- 19.5 Levy amounts may not be reduced or withheld to offset for whatever reason, against real, perceived, partial or non-provision of services or for any other reason.
- 19.6 Members who are "away" at month-end must make arrangements to ensure the levies are paid by due date. (Being "on holiday", "away overseas" or "away on business" and like excuses are not acceptable reasons for late payment of levies).
- 19.7 Members are encouraged to effect payment by way of debit orders on the first day of each month, which can be signed for at the offices of the company, and which are controlled by the company and submitted to the Bank by the company's accounting agent. The company reserves the right to levy a surcharge on members who do not use the debit order facility.
- 19.8 Member's levies will become payable by the member on the date of registration and transfer of the property.

## **20 MUNICIPAL RATES & TAXES**

- 20.1 The member is responsible to the Municipality for the payment of rates. The company has no control over the basis of valuation and rates payable by the member to the Municipality.

## **21 ELECTRICITY SUPPLY, GENERATORS and SOLAR POWER (See also the FHAЕ solar power and Standby Generator policies)**

- 21.1 The company shall take all reasonable steps to procure and maintain an adequate electric power supply to members, but does not guarantee that same will always be maintained.

- 21.2 The company shall not be liable for damages, expenses or costs caused to members and/or residents and/or tenants for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.
- 21.3 Under no circumstances shall any rebate be allowed on any account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the member's electrical installation.
- 21.4 The company does not undertake to attend to a failure of electricity supply due to a fault in the electrical installation installed in or on a member's erf. When any failure of electricity supply is found to be due to a fault in the electrical installation installed in or on a member's erf, or to the faulty operation or apparatus used in connection therewith by the member, the board shall have the right to charge the member the fee as prescribed by it from time to time for each restoration of the electricity supply, in addition to the cost of making good or repairing any such damage which may have been done to the electrical installations and reticulation system of the company or the municipality or charge for such fault or faulty or damaged apparatus as aforesaid.
- 21.5 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.
- 21.6 No person, other than a person specifically authorised thereto by the board or the manager in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any electrical installation or part thereof to the mains supply or service connection. In particular stand-by generators and solar power generation units may not be connected to any electrical installation including installations on the members erf without prior approval of the manager which approval will be dependent on provision by the member of full details including equipment installed to prevent "back feeding" as specified from time to time by the board and evaluation by the company's engineers who must approve of the design and equipment specifications and must also approve the as built installation. Any unauthorized installation will result in the member being severely penalized and a minimum fine of five times the monthly levy will be applicable. The board may in addition also estimate any undue benefit that the member may have derived from back feeding into the company's reticulation system and recover such benefit from the member. The cost of repair or replacement of damaged equipment of other members connected to the company's electrical system suffered by such other members as a result of back feeding will also be recovered from the defaulting member.
- 21.7 Unauthorised connections must be disconnected immediately and failure to do so will result in the power supply to the member's erf being switched off.
- 21.8 The board or the manager may, without notice, disconnect any erf temporarily for purposes of effecting repairs and maintenance or carrying out tests, or for any other legitimate purpose.
- 21.9 The members shall pay for the usage of electricity on a pay as you use basis. Electrical meters will therefore be installed at each erf at a charge to the member determined from time to time by the board. Procedures, costs and all other aspects relating to the

- electrical system utilised on FHAЕ shall be determined from time to time by the board in the absolute and sole discretion and communicated to members by the manager.
- 21.10 The member shall pay a notified maximum demand charge as determined from time-to-time by the local municipality. It is to be noted that this is not a charge for usage, but to make provision for future demand that might/will be required and that all owners are liable for this charge – even those of vacant stands with no electrical connection.
- 21.11 Electricity charges must be paid by no later than the date specified in the relevant invoice.
- 21.12 If electricity accounts are not paid, the board, having given seven days due notice, may terminate the supply of such services.
- 21.13 Generators may only be installed with the prior permission of the board. Current specifications and requirements are contained in the FHAЕ standby generator policy. Generators may only be used during power outages.
- 21.14 Regulations and rules contained in the FHAЕ Solar power Generation and Standby Generator policies form part of the rules and must be adhered to. Any transgressions of the rules and regulations contained in this policy will mean a transgression of the rules.

## **22 WATER**

- 22.1 Collection of rainwater is permitted, provided that the design and construction of such method is permitted in terms of the architectural guidelines and approved by the board.
- 22.2 The company shall take all reasonable steps to procure and maintain an adequate supply of water to members, but does not guarantee that same will always be maintained.
- 22.3 The company shall not be liable for damages, expenses or costs caused to members and/or residents and /or tenants for any pressure variations, interruption in supply or failure to supply water to members and/or residents and/or tenants.
- 22.4 The company shall not be liable for damages, expenses or costs caused to members and/or residents and/or tenants due to flooding and excess storm water.
- 22.5 The board or the manager may, without notice, disconnect any erf temporarily for purposes of effecting repairs and maintenance or carrying out tests, or for any other legitimate purpose.
- 22.6 The members shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed at each erf at a charge determined from time to time by the board. Procedures, costs and all other aspects relating to the water reticulation system utilised on FHAЕ shall be determined from time to time by the board in their absolute and sole discretion and communicated to members by the manager.
- 22.7 Water charges must be paid by no later than the date specified in the relevant invoice.
- 22.8 If water accounts are not paid, the board, having given seven days due notice, may terminate the supply of such services.
- 22.9 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 member's water installation.

- 22.10 The board may implement water restrictions during times of drought and water shortages in its sole and absolute discretion. Failure to adhere to these restrictions will result in penalties as notified in the relevant restriction notice issued by the board from time to time being levied against the responsible member. As part of any restriction requirements the company may also increase the rate or levy a surcharge as determined by the board from time to time at which water is charged for in order to discourage excessive use.
- 22.11 The irrigation water supply provided by the Company may not be connected to any other system other than a bona fide irrigation system specifically designed to irrigate an erf. Company supplied Irrigation water may only be used for purposes of irrigating gardens. In the event that a member's potable/drinking water meter does not indicate any or suspiciously low consumption in any given measuring period it will, in the absence of plausible reasons for such absence of consumption being provided by the member, be assumed that water for home use has been obtained from the Company irrigation supply. All measured irrigation water consumption for such period will in such cases accordingly be billed at potable/drinking water tariffs and in addition a fine of 30% of the value of the resulting bill will be added to the member's bill.

## **23 RULES OF THE COMPANY**

- 23.1 As from the date of proclamation the rules shall all apply and all Residents and members shall be required to abide thereby. Subject to any entrenched rules, the board has the power to make, add to, amend or repeal the rules. Any such variations will become applicable to all members as defined with effect from their adoption.
- 23.2 The rules may be re-printed on a regular basis, and may include any changes or amendments made in the preceding period.

### Conflict of existing practice with new Rules

- 23.3 Any existing practices in conflict with the new rules contained in the rules shall cease immediately, unless otherwise resolved as follows:
- 23.4 Where a specific conflict arises between a new rule and an existing practice of long standing and an member feels legitimately aggrieved, the board may on request via the manager, or in its own right, provide for consideration to allowing the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the board's discretion and shall be binding on all parties.

### Contravention of Rules by "others"

- 23.5 In the event of any breach of the rules by the member of a member's household, his workers his visitors his contractors or his sub contractors or his guests, lessees, tenants,

clients, invitees/guests or employees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the a foregoing, the board may take or cause to be taken such steps against the person actually committing the indiscretion as it in its discretion may deem fit.

## **24 FINES AND PENALTIES**

- 24.1 The board shall investigate (in such manner as it deems fit) written complaints received from residents relating to the behavior and/or conduct of other residents and persons on or about FHAE and shall take such steps with regard thereto as it may deem fit. The board 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.
- 24.2 If any person contravenes or fails to comply with any of the provisions of the rules or any conditions imposed by the board in terms of the rules, the board shall be entitled (without limiting any other rights afforded to it in terms of the rules) to impose such fines as may be approved by the board from time to time on the person concerned. If the person concerned is a family member, a worker/s a visitors a contractors or a sub-contractor or guest, tenant or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on any member and/or his family members, tenant, guest or other invitee or worker/s or visitors or contractors or sub-contractors may be added to the member's levy and shall be deemed to be a debt due and payable by the member concerned to the company forthwith on demand.

## **25 ENFORCEMENT OF THE RULES**

- 25.1 For purposes of the enforcement of any of the rules, the board may take or cause to be taken such steps as it may consider necessary to remedy the breach of the rule of which a member may be guilty, and the board on behalf of the company may take such action, including fines and/or legal proceedings, as it may deem fit.
- 25.2 In the event of any member disputing the fact that he has committed a breach of any of the rules, the dispute resolution procedure as detailed in the articles must be followed. In order for the resolution procedure to be applied effectively the following procedure must be adhered to:

### **Step 1**

When a complaint (which must be in writing addressed to the manager) is received or a breach is observed the manager will, in the first place, study the facts and following proper investigation (if required) and consideration of the relevant clauses in the articles and the rules enter into a discussion with the Member with a view to resolving the problem.

Notes:

- Any investigation involving a member must be approved by the board prior to such investigation.
- Certain violations such as traffic violations are dealt with via a spot fine system preapproved by the board and can be issued by the relevant security officer on duty.
- Where certain offenses carry a specified penalty the manager is empowered to apply such penalty.
- Members can in the case of traffic violations appeal to the manager for a reduction or a withdrawal of the fine. Other violations carrying a fixed and prescribed penalty can only be reduced by the board following an appeal in accordance with the prescribed appeal process (see Step 3).
- Building related infringements involving non compliance with building timelines cannot be appealed.

## **Step 2**

If the matter is not resolved in Step 1 the manager will notify the board and present a written recommendation or course of action as to how to proceed as well as a draft written communication to the member involved. The recommendation could include a fine, a stop work instruction or any other form of sanction including legal action.

### **Notes:**

- In terms of the articles and rules only the board may apply sanctions/fines and authorise formal investigations which may include specialists and experts.
- The board will review and approve, or requests changes to the manager's written proposed recommendation and draft communication. The communication must include a directive to the member involved advising him that should he be in disagreement he may either declare a dispute or appeal the approved decision / course of action or sanction contained in the response.
- The manager will then invite the member concerned to meet formally with her/him in person, in the Estate's offices, as soon as practicable. Minutes of the meeting will be kept. The purpose of the meeting will be for the manager to explain in person the contents of the approved written response, and to hand to the member a copy of this response. Upon request, the manager will also hand to the member concerned a copy of the dispute resolution procedures as set out in the articles.
- If the member is unable or unwilling to meet with the manager in person within 10 days of being requested to do so, or such additional time as the manager may in her/his sole discretion allow then the manager will email the written communication to the member.

## **Step 3**

If an appeal is requested:

- The Member is obligated to make a written case to be submitted to the manager for the board to consider.
- The manager will submit the written appeal received to the board for its consideration. The manager will communicate the board's decision in writing to the Member involved.

If a dispute is declared:

- The normal dispute process contained in the articles takes place which must include at least two board members and the manager.

#### **Step 4**

If the member remains dissatisfied following the appeal outcome the Member must then appeal to the membership of the company as a whole or to a committee of uninvolved members acting on behalf of the membership.

#### **General notes:**

- Some breaches are of such a nature that immediate board involvement is required. The manager and/or executive committee is authorised, based on the circumstances, to approach the board for an immediate directive without going through the preceding steps if in his/her or their/its judgement time is of the essence and the application of the preceding steps would not yield the required results. In such cases a formal justification must accompany the request for board involvement at an early stage.
- **If at any stage during the process the manager or any staff member or any board member is verbally or physically abused, attacked, sworn at, threatened, assaulted or treated *in terrorem* in any way (whether actual or implied), the process will be stopped immediately and the case handed over to the company's attorneys to deal with. All costs including, but not limited to, legal fees incurred will be for the relevant member's account.**

25.3 Notwithstanding the foregoing, the board may in the name of the company 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.

## **26 GENERAL RULES**

- 26.1 The company shall have control of the use of any recreational and entertainment facilities and all other amenities on the common areas of FHAE and the board shall have the right to levy charges for the use thereof.
- 26.2 In general, where no specific rules have applicability, the board reserves the right for the manager to make rules from time to time that he may deem necessary subject to the board's approval.