

DRAFT



AVEC
LA TERRE

ESTATE RULES

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A INTRODUCTION

Avec La Terre Estate ("the Estate") has been designed to provide a comfortable and a secure living environment and lifestyle for the residents of the Estate.

The intention of these Rules and Regulations is to protect and enhance this lifestyle and the environment of the Estate.

These rules are binding upon all owners, residents, visitors, and contractors and persons entering the Estate, as are the decisions taken by the HOA/Trustees in interpreting or enforcing them.

The registered owners of properties are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees are aware of and abide by these rules.

The Board of Trustees of Avec La Terre Homeowners Association ("the HOA") reserves the right to modify, amend and add to any of these rules from time to time.

This document should be read in conjunction with all other relevant documentation issued by the HOA, including but not limited to the HOA Design Guidelines, Constitution and Building Contractors' Agreement.

The Estate is a private estate and there is therefore a higher degree of control over the living environment than would be in the case in a normal residential area.

Accordingly, structures have been set up to manage the Estate's living environment and to achieve certain objectives, such as access control and general on-site security and these rules.

B GENERAL CONDUCT

1. USE OF STREETS AND VISITORS PARKING BAYS

The Estate has limited parking. It is therefore important that all road users adhere to the Estate's road rules and regulations.

Our security officers will report illegally parked vehicles on a daily basis. The owners of vehicles parked illegally and/or considered as obstructive and/or which create difficult traffic flow will be penalised.

- 1.1 A member, tenant or resident's vehicles may only be parked:
 - 1.1.1 in a garage;
 - 1.1.2 in the driveway parking space in front of a resident's garage, or
 - 1.1.3 on a hardened area on the resident's erf or sidewalk.
- 1.2 **VISITOR BAYS** are limited and for the exclusive use of visitors and not for the use of persons with residents' access codes.
- 1.3 The speed limit on the Estate is 40 kilometres per hour. All traffic signs must be obeyed. Failure by any person to obey such signage shall constitute a contravention of these Estate Rules.
- 1.4 Pedestrians have the right of way at all times.
- 1.5 The use of motorcycles, quad bikes, scramblers, motorized scooters or other vehicles with noisy exhaust systems is prohibited anywhere on the Estate – other than the direct access from the gates to the owner's house.
- 1.6 Vehicles may be parked in driveways and on sidewalks in such a manner as to not hinder the flow of traffic or amount to a danger hazard for any person or animal. The revving of a motor vehicle is prohibited.
- 1.7 Vehicles parked in the designated parking bays must park in such a manner as to not endanger other motorists or pedestrians or in such a manner as to take up two bays.
- 1.8 Vehicles leaking oil or any other substance will not be allowed on the Estate, any spillage will be removed, for the account of the homeowner.
- 1.9 Boats, trailers, caravans, commercial and similar vehicles have to be stored and/or parked inside the owner's property behind a closed gate, screened from the view from common property or roads.
- 1.10 Should a vehicle be parked or abandoned in breach of these Estate rules, the Manager may impose the applicable warning or fine on the homeowner of, or on the person responsible for the vehicle, such as:

1.10.1 The Manager may have the vehicles' wheels clamped at the risk and expense, including the payment of a release fine of R1000.00 (One thousand rand), of its owner or of the person responsible for it; or

1.10.2 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/her to comply with the notice and pay such fine and any cost incurred in connection with the clamping or removal of the vehicle.

- 1.11 The Manager reserves the right to introduce any traffic calming measures, including but not limited to, speed humps and pedestrian crossings, that they in their sole discretion deem necessary from time to time.
- 1.12 Save for the above, the Western Cape and National Road Traffic Ordinance regarding road and street usage will apply.

2. GOOD NEIGHBOURLINESS

- 2.1 Any business activity or hobby which causes aggravation or nuisance to fellow residents may not be conducted from any property in the Estate.
- 2.2 No business may be conducted from a home within the Estate.
- 2.3 The volume of music or electronic instruments, partying and the activity of domestic help should be kept to a level not to create a nuisance to other residence and should be limited to:
- Sunday to Thursday 21H00
- Friday and Saturday 23H00
- 2.4 It is expressly forbidden to hang clothing or other items of personal use in the external areas of the houses or properties, other than in the designated areas as indicated on the standard designs.
- 2.5 No signage, advertisements are allowed on any visible facades.
- 2.6 No fireworks are permitted on the estate at any time. This is illegal and offenders will face prosecution in accordance with the municipal bylaws.
- 2.7 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals, as determined by the Manager in his/her sole discretion from time to time, as well as other sources attributable to a homeowner constitutes a disturbance of the peace in terms of these Estate rules.
- 2.8 No unauthorized persons are allowed on any property where building operations are under progress.
- 2.9 The HOA has a zero-tolerance approach to vandalism (damage) of property. Should such damage occur, all damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor. Should damage be caused to the property of

a homeowner within the Estate, the HOA shall provide the homeowner with all the information at its disposal with regards to such damage. The playing of games such as “ding-dong-ditch” and “tok-tokkie” are deemed as trespassing and are strictly prohibited.

3. LANDSCAPING AND MAINTENANCE OF VERGES

- 3.1 It is required that the homeowners/residents landscape and maintain the verge(s) around their properties. Grass verges must be cut and kept neat at all times.
- 3.2 The verge (1,5m from the road) must be kept free of fixed structures or obstruction (such as plants) as it forms the “sidewalk” for pedestrians to walk on when cars approach.
- 3.3 Homeowners must ensure that their properties are free of weeds and alien vegetation and that undeveloped erven are kept tidy at all times.
- 3.4 Homeowners are required to take appropriate steps to ensure that any surface erosion does not result in the accumulation of soil on the roads and sidewalks.
- 3.5 The nature, content and design of the gardens on a property including the swimming pools or water features / ponds must be maintained and shall be subject to the standards of the HOA. Should the standards of the HOA not be adhered to, the homeowner of the property will be fined accordingly.
- 3.6 No liability will be accepted by the HOA for any damage, accidents or injury to any person caused by swimming pools on a property.
- 3.7 Trampolines, jungle gyms, portable swimming pools, and similar equipment or structures must not be visible from the road and/or any public space.
- 3.8 Temporary wire fencing or similar fencing may not be erected and all boundary screen elements must comply with the Aesthetic guidelines.
- 3.9 No temporary structures, as defined by the National Building Regulations, may be erected.

4. REFUSE REMOVAL

- 4.1 Refuse bins are to be obtained from the Drakenstein Municipality.
- 4.2 Refuse and recycling is collected on weekly basis. Kindly place your black refuse bin and the plastic bag (not the bin) with recycling materials outside your house as early as possible on collection day.

- 4.3 An independent contractor will collect all refuse bins throughout the Estate. Once emptied, your refuse bin will be returned to your house. The recycling bag will also be collected from your driveway. All refuse bins are to be stored out of sight.
- 4.4 The Estate encourages recycling and requests the homeowners to support reduction of waste.
- 4.5 Only paper, cardboard (flattened), clean metal and clean plastic may be recycled. No cellophane or cling wrap. If wet waste or food is in the recycling bag, the recycling company will not collect it. A jumbo bin at the storeroom can be used for extra recycling materials, should you wish to use it between collection days.
 - 4.5.1 Any waste more than one wheelie bin must be placed in the waste room by prior arrangement with the Estate Manager.
 - 4.5.2 No resident, residents' agent and /or contractor is allowed to dispose of any garden refuse, rubble, and lawn trimmings and/or excess of any kind on any private and common property on the Estate.

5. DOGS AND OTHER PETS

- 5.1 All pet owners are to ensure that their pets are secured on their property at all times.
- 5.2 Only 1 dog and 1 cat OR 2 dogs OR 2 cats are permitted per property, subject to the Trustees permission.
- 5.3. It is acknowledged that all homeowners/residents wanting to bring their dogs onto the Estate shall follow a vetting process and acceptance is subject to the approval of the HOA. All pets on the Estate must be registered with the HOA.
- 5.4 Homeowners are required to ensure that all mandatory vaccinations have been given to their pets and are to maintain the corresponding records. All places where pets are kept must be suitable and maintained in hygienic and sanitary conditions at all times.
- 5.5 No dog shall be allowed off the owner's property unless on a leash and under control.
- 5.6 No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the pet owner and handed to the SPCA. If the owner is identified, a penalty will be imposed on the owner for not having identification on their pet.
- 5.7 Dogs and other pets are to be refrained from creating a disturbance or nuisance to other residents on the Estate. This includes, but will not be limited to, barking, whining, howling or any other conduct which cause a nuisance to other residents or infringes their rights.
- 5.8 Domestic animals defecating on common areas in the Estate is not allowed (this includes privately owned areas visible from the road). Should this occur, owners are to ensure the immediate removal. It is mandatory for pet owners to carry a "poop-scoop" or plastic bag while walking their leashed dogs on the Estate's common property.

- 5.9 Homeowners are required to microchip their animals with their name, telephone number and stand number and shall be held responsible for their pets at all times. Dogs must be kept in suitable enclosures and be prevented from straying off the relevant homeowner's property.
- 5.10 Homeowners shall be entitled to keep birds in a cage and shall be restricted to one such cage per property. No outside aviaries are permitted.
- 5.11 Current by-laws are to be adhered to and form part of the rules governing domestic animals on the Estate. No reptiles, farm animals or any exotic pets may be brought onto the Estate.
- 5.12 The pet owner shall be responsible for any damage or injury to property, persons or other animals within the Estate by his/her dog.
- 5.13 All residents are required to call security to report roaming dogs or dogs walked by homeowners without a leash.
- 5.14 Should a homeowner not comply with the above rules, the HOA will have the right to impose penalties or may call on the owner to remove the pet from the Estate. If the owner fails to do so, the HOA may procure its removal from the Estate and recover any costs from the owner without prejudice to its rights to recover any penalty imposed.

6. DOMESTICS AND GARDENERS

- 6.1 Details of domestic employees and gardeners must be supplied to the HOA as well as security who will issue the appropriate access to the person concerned. Records will be kept by the Estate Manager.
- 6.2 Homeowners are obliged to supply their employees with copies of these Estate Rules and the Constitution to ensure that they are aware of all the provisions and to ensure that they comply therewith.
- 6.3 If security has no record of the arrival of any employees, the security officer may (but will not be obliged to) endeavour to obtain authority from the relevant homeowner to admit the employee concerned to the Estate. If such authority is not obtained the security officer will be entitled to refuse such employee access to the Estate.
- 6.4 The HOA or Estate Manager must be informed when domestic employees or gardeners leave the homeowner's employment so as to cancel their access to the Estate.
- 6.5 Residents are required to notify the HOA of and provide full details of any employees who reside on the Estate.
- 6.6 The maximum number of employees who may reside on a property is 2 (two).
- 6.7 All work, which can create a nuisance to other residents, especially mowing of lawns, must be within standard working hours:

Weekdays 08h00 – 17h00

Saturdays 09h00 – 14h00

Not on Sundays and public holidays.

7. PARTIES AND FUNCTIONS ON THE ESTATE

- 7.1 The HOA, in its sole and absolute discretion, may impose any restrictions they deem fit on any party or function on the Estate.
- 7.2 Only children's parties may be held on the common areas of the Estate, more specifically at the Community Park. Parties may not exceed 20 persons and may only be held on weekends or public holidays from 9am-3pm. No loud music will be allowed. Special permission from the HOA shall be obtained at least 14 (fourteen) days before the event and any restrictions imposed by the HOA shall be strictly adhered to.
- 7.3 When arranging such an event an application must be submitted to the HOA.
- 7.4 To ease access to the Estate, a guest list must be supplied to the security office for any function on the Estate. If a guest arrives that is not on the guest list, the homeowner will be contacted and the guest will be signed in at security.

8. LETTING AND RESELLING OF PROPERTY – OUTSIDE AGENTS AND SHOW HOUSES

- 8.1 The placing of "For Sale" or "To Let" signboards is not permitted on properties in the Estate. The stand should be marked with the official Avec La Terre stand number boards. Marking the boundaries of the open stands will assist potential buyers when viewing the stand.
- 8.2 Show houses are permitted, and the estate agent is to use standardised "For Sale" or "To Let" boards. Advertising boards, banners etc. can be setup one hour prior to the scheduled viewing and must be removed after the viewings are scheduled to close. The advertising boards can be erected at the entrance to the front gate of the Estate and directly in front of the relevant stand.
- 8.3 When a property is sold, transfer thereof can only be affected once the HOA has issued a letter to the transferring attorney, consenting to the transfer of the property. This consent cannot be granted if any levies or fines/penalties or other amounts owing to the Association are outstanding and due for payment.
- 8.4 The Estate rules apply to and are binding upon all tenants. It is the responsibility of a homeowner to ensure that its tenant is provided with a copy of the Rules (together with any other applicable governing documentation) upon signature of the lease

agreement, and the member shall be responsible for the tenant's (or the tenant's visitors or contractor's) breach thereof. The HOA must give its approval prior to any property being let.

- 8.5 A "tenant" shall mean a person listed by name and identity number in the lease agreement as an authorised occupant of the property (except in the case of minors where names and identity numbers are not required, but such minor is to be counted under the number of occupants allowed under the lease agreement) which lease agreement may not be for a period shorter than 6 (six) months.
- 8.6 The HOA consider short-term letting of 30 (thirty) days or less as a commercial activity which is prohibited in terms of the Constitution and accordingly the HOA will not give its approval. Each property 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 its property as accommodation, or to form a commune, or similar live-in arrangements. Short-term letting is prohibited, which by implication includes all Airbnb and guest house activities in the Estate. Any person who occupies the property for more than 10 days is considered a long-term visitor of the tenant.
- 8.7 Prior to biometric access being granted by the HOA to a tenant, it will require a criminal check on each tenant listed in the lease agreement from the Association's appointed service provider. The fee of the criminal check is payable by the relevant member.
- 8.8 Members or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the Member's residences in the absence of those Members. Every tenant and/or guest shall be required to register at the office of the Manager of the Estate within 1 (one) working day after arrival and to sign a declaration that he/she is acquainted with these Estate Rules and acknowledges that these Estate Rules are binding on him/her.
- 8.9 An amount of 1% (one percent) of the purchase price, limited to a maximum amount of R100 000.00 (One hundred thousand rand), is payable (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the Erf or property) in respect of each property sold by a member to a third-party will be paid by the Member, as seller of the property 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 property in question into the name of such third-party purchaser.

9. SECURITY

- 9.1 Security measures are designed to prevent unauthorised access to the Estate. 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 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.

- 9.2 The Trustees or the Management Company or their employees, agents or contractors shall be entitled and shall have the right to enter any Land Units for the purpose of repairing, maintaining or installing any facilities, services, equipment or structures relating to the provision of security or any other service to the Estate generally, provided, that they have complied with the Access Procedure.
- 9.3 Employees, contractors or authorized representatives of Eskom and the Local Authority shall have 24 (twenty-four) hour access, 7 (seven) days a week to the Development in order to erect, inspect, maintain or replace infrastructure of the electrical substations on the relevant subdivided portions of the Development on which such substations are erected and shall not be liable for fines.
- 9.4 Homeowners/residents/guests are required to follow all procedures which have been developed in order to control access to the Estate.
- 9.5 No vehicles or persons shall enter or leave the Estate at any point except at the main guardhouse entry gate. Vehicles are subject to be searched at any time when necessary. 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.
- 9.6 From time-to-time certain changes will be made to these procedures and homeowners/residents will be advised accordingly in order to enhance, manage and improve the security of the estate. This may include access procedures and traffic direction as well as denying access to any persons they deem a security risk until proven otherwise.
- 9.7 Homeowners/residents are responsible for the conduct of their visitors and for ensuring that they adhere to the security procedures.
- 9.8 Only the Estate's registered homeowners, their immediate family and registered residents/tenants are permitted to register for access to the Estate. Should the access be required for a long-term visitor or house sitter, this is to be arranged and recorded at the security office with the approval of the HOA.
- 9.9 The main guardhouse gate will announce visitors and access will not be allowed without permission from the homeowner/resident.

9.9.1. **Facial Recognition Access**

It is mandatory for all persons working or residing on the Estate to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only persons who are approved to operate and work on the estate are entitled to be enrolled.

9.9.2. **Electronic booms and spikes**

The vehicle entry lines are each equipped with electronic booms and spikes. The spikes will drop first, followed by the boom opening, once a person has obtained access through the facial recognition access system, available at each entry and exit lanes. Persons must ensure not to stand idle for too long in front of a boom and should proceed immediately once the boom is open. Persons should also not go through a boom which was opened for the vehicle in front of it.

9.9.3. **Thermal Close Circuit Television Cameras**

Thermal security surveillance cameras are installed at various places throughout the Estate which cameras are monitored from the security control centre. The monitoring includes the movement of all vehicles and people entering and exiting through the access points. All persons working or residing on the Estate must ensure that they conduct themselves in a proper manner as any or all of their actions may be recorded on the surveillance cameras.

9.9.4. **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 persons to stay away. Persons working or residing on the Estate must take note that the fence is live at all times.

9.9.5. **Alarm systems**

Alarm systems must be in a sound working condition and comply with any regulations which the HOA may make with regards there to from time to time. Related sirens must not disturb neighbours (for example be silent to the outside environment). Armed response service providers are limited to the onsite security response team. Outside armed response will be limited to the names on the HOA's list of preferred suppliers.

10. COMMON AREAS AND ENVIROMENTAL ASPECTS

- 10.1 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 the common areas on the Estate.
- 10.2 No person shall do anything, or omit to do anything that may have a detrimental effect on the environment, or that is likely to unreasonably interfere with the use and enjoyment of common areas by residents.
- 10.3 Littering and camping are prohibited.

- 10.4 Fires may only be lit in areas designated as such by the HOA. Fires may not be lit on any properties other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais, including but not limited to a Weber braai.
- 10.5 No picking of flowers is allowed on the common areas unless authorized in writing by the HOA. The Estate 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.
- 10.6 Walkers and joggers should keep strictly to the allocated pathways in order to prevent the damage of natural vegetation.
- 10.7 No person shall discharge any firearm, crossbow, air-rifle, paintball gun or similar weapon or device on or about the Estate. Hunting and trapping in any manner is strictly prohibited unless if approved by the HOA in order to control an alien specie, or vermin.
- 10.8 No person shall anywhere on the Estate disturb, harm or permit to disturb or harm any wild animal, domestic animal, reptile or bird.
- 10.9 Swimming is allowed in the organic swimming pool / pond located at the Community Park and Wetland Park. All minor children must be supervised by an adult when swimming in the swimming pool / pond. Swimming in the dam is prohibited.
- 10.10 Fishing is allowed in the dam; however, it is strictly prohibited in any of the other ponds or water bodies located on the Estate. Only lure and fly-fishing will be allowed in the dam during the months of November to February on a catch-and-release basis. Fishing is restricted to homeowners or residents and their accompanied visitors only, and subject to rules made by the Estate Manager concerning fishing from time to time.
- 10.11 No motorised boats and/or floating devices may be used on the dam.

11. WATER AND GREY WATER SUPPLY

- 11.1 The HOA shall under no circumstances be liable for damages, or costs caused to residents for any interruption in supply. No rebate shall be allowed on any account for water supplied and metered in respect of water wasted due to water leakage or any other fault in the installation on the property.
- 11.2 No person, other than a person specifically authorized thereto by the HOA or the Estate Manager in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the main supply or service connection.
- 11.3 The Estate Manager may, without notice, disconnect any property temporarily for purposes affecting repairs or carrying out tests, or for any other legitimate purpose. The homeowners shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each property at a charge determined from time to

time by the HOA. All other aspects relating to the water system used on the Estate shall be determined from time to time by the HOA and communicated to homeowners by the HOA or Estate Manager.

- 11.4 Collection of rainwater is permitted, if it complies with the Architectural Design Guidelines and is approved by the Design Review Committee and HOA.
- 11.5 No boreholes, seepage pits or well points may be sunk/erected on any property, nor an existing borehole used, in order to effectively manage the Estate's water resources.
- 11.6 The HOA shall not be liable for damages, expenses or costs caused to homeowners or residents due to flooding or excess storm water.
- 11.7 Each homeowner/resident of a property will have a grey water connection point on their property and it is compulsory for homeowners to remain connected to the Estate's grey water network, which network will be privately owned and operated by a private network operator who will invoice homeowners directly.
- 11.8 All homeowners are encouraged to be water wise and to make use of water conservation measures such as rainwater harvesting, grey water recycling, low flow shower heads, dual flush toilets and water-wise gardens.

12. SOLAR AND ELECTRICAL SUPPLY

- 12.1 Each property will be fitted with a full solar inverter and battery storage system. The HOA will not provide each property with a backup power supply, other than an electrical supply to the electricity network.
- 12.2 Additional rooftop solar is strongly encouraged in accordance with the Architectural Guidelines, subject to Design Review Committee and HOA approval.
- 12.3 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 which electricity will be provided by the Drakenstein Municipality.
- 12.4 No generators are allowed on any property. The only generators allowed on the Estate, as provided by the HOA, is a backup generator located at the main guard house as well as a backup generator to ensure that the common property of the Estate has electricity for lighting purposes, if and when a blackout occurs.

13. GAS SUPPLY

Each residence on a property will contain an LPG gas network for cooking, geyser heating, gas fireplace and braai. It is compulsory for homeowners to remain connected to the Estate's

LPG network, which network will be privately owned and operated by a private network operator who will invoice homeowners directly.

14. FIBRE

Each residence on a property will contain a fibre connection. It is compulsory for homeowners to remain connected to the Estate's fibre network, which network will be privately owned and operated by a private network operator who will invoice homeowners directly.

15. HAZARDOUS SUBSTANCES

No person shall bring or permit any person to bring any substances onto the Estate or allow the storage of any substances on their property which may constitute a fire hazard or a threat to the health of any homeowner and/or resident or any other person or which may result in the contamination of the Estate.

16. MEMBERS' REGISTER

- 16.1. A register of all members of the Association shall be kept in order to assist the Executive Committee and Managing Company to ensure that all members receive notifications for GM's as well as financial statements and other important documents.
- 16.2 All members are responsible to inform the Management Company when their contact details and addresses change in order to ensure that the members' register is kept up to date.

17. MESSENGER OF THE COURT, POLICE AND TRAFFIC POLICE

- 17.1 Due to the status of the messenger of the court, police and traffic police, access to the Estate by these officials shall not be denied by security and telephonic confirmation with the individual to be served shall not be obtained.
- 17.2 Security personnel shall, however, escort such individual to the premises and ensure all relevant laws are adhered to.

18. ENFORCEMENT OF RULES AND INSTRUCTIONS

- 18.1 All homeowners, residents, visitors, contractors, sub-contractors, agents, workers, delivery personnel and/or any personnel entering the Estate are obliged to co-operate with the Estate Manager, security and/or the HOA Trustees in their effort to enforce security and the rules as described in this document.
- 18.2 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 homeowner or resident, may be guilty, and the HOA may take such action, including court proceedings, as it may deem fit.
- 18.3 In the event of any homeowner or resident disputing the fact that he/she has committed a breach of any of the Estate rules, or in the event of any homeowner or resident appealing against a penalty, an ad hoc committee comprising of three (3) Trustees, will be appointed by the Chairman for that purpose and shall adjudicate upon the issue at such time and in such manner, and according to such procedure, as the Chairman may direct. Proceedings will take place without legal representation.
- 18.4 Notwithstanding the aforementioned, the Trustees may in the name of the HOA enforce the provisions of any Estate rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they deem fit.

19. PAYMENT OF LEVIES AND FINES

- 19.1 Levies are payable by homeowners monthly in advance by bank debit order or on the first day of each month into the bank account of the HOA. Any amount not paid by the due date shall attract interest at a rate determined by the Trustees until payment has been received.
- 19.2 Levy statements, water, electrical and gas accounts will be sent electronically, and it will be the homeowners responsibility to ensure all their details are correct. The HOA will not take any responsibility if a homeowner did not receive an account.
- 19.3 Fines and penalties are issued according to the Schedule of Fines attached hereto and as published on the Avec La Terre website.
- 19.4 Fines and/or penalties are to be paid into the HOA account within 14 (fourteen) days from date of being issued/charged. If a homeowner feels a fine is unwarranted then the homeowner may lodge a written appeal to the Trustees however, the fine must be paid in the interim.
- 19.5 The HOA/Trustees shall investigate written complaints received in the manner they deem fit and shall take such steps with regard thereto as they may deem fit.

- 19.6 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 Estate Manager shall be entitled to impose a fine as may be approved by the HOA from time to time on the person concerned.
- 19.7 The Trustees are permitted to adjust the penalty amount where justified but always within reason.
- 19.8 Interest of 4% above prime will be raised on all amounts in arrears.
- 19.9 Where a tenant or resident fails to pay the fine or rectify the contravention, the legal owner will be held responsible and liable.

C DESIGN GUIDELINES AND CONSTRUCTIONS**20. BUILDING CONTRACTORS AND PRIVATE CONTRACTORS FOR RESIDENTS**

- 20.1 Homeowners who employ building contractors to do work on their premises will be required to sign the Estate's prescribed Building Contractors' Agreement together with the contractor before any contractor will be allowed access to the Estate. Both the owner and the contractor will be held jointly and/or severely responsible for transgressions.
- 20.2 Homeowners/residents on the Estate who employ private contractors to do work on their premises must be aware that the contractors will not be allowed access to the Estate without prior arrangement with the Estate Manager.
- 20.3 The contractors are to submit a letter from the owner clearly identifying the scope of work to be carried out as well as starting and completion dates.
- 20.4 Prior to the commencement of such works, the contractor shall be liable to pay a deposit to the HOA in the event that in the course of completing the works any damage is caused to the communal areas in the Estate. Should the works be completed and no damages occur the deposit shall be returned to the contractor. The amount of the deposit shall be determined by the HOA in accordance with fee guidelines published from time to time .
- 20.5 On receipt of such a letter the HOA shall be responsible to do a criminal check on the contractor prior to allowing the contractor onto the Estate, which criminal check cost shall be for the account of the homeowner.
- 20.6 If any such intended work entails the alteration to structures, facades, etc. written authorisation from the Design Review Committee and HOA must be obtained prior to commencement.
- 20.7 The contractors will be bound to all the rules and regulations stipulated in the Rules and Regulations and the owner/resident is responsible for any transgressions.

21. MAINTENANCE AND/OR MODIFICATION OF STRUCTURES

- 21.1 Property owners are required to maintain all structures on their properties, including boundary walls in a good condition.
- 21.2 The centerline of any common boundary wall between of any of the Erven, will be the common boundary between the relevant Erven and must be split 50/50 between the adjacent Erven. The common boundary wall must be constructed by the Owner who first commences with construction of a Dwelling on his Erf and he must be reimbursed 50% (Fifty) of the construction costs of the common boundary wall by Owner who commences afterwards with construction of his Dwelling.

- 21.3 Any installation of or modification to any structure on the property must be approved in writing by the HOA before work commences. This applies to any structure including but not limited to Jungle Gyms and Wendy Houses.
- 21.4 All applications must be made in writing, and they must indicate the positioning of the structure and the degree of visibility from the road and/or common areas.
- 21.5 A paint colour palette displaying the approved colours is available at the Estate Managers office if the repainting of any exterior walls is necessary.
- 21.6 The use of shade cloth, netting or any other material which may, to the HOA's discretion, be to the detriment of the Estate, in any areas visible from the road and/or common areas, is prohibited.

D GENERAL**22. MEMBERS RESPONSIBILITIES**

- 22.1 Properties (together with any alterations or additions or retro-fitted items thereto) must be, and remain, compliant with all applicable governing documentation, including but not limited to the Avec La Terre Design Guidelines, Avec La Terre Rules and Regulations, Avec La Terre Constitution, the Avec La Terre Building Regulations; and by the relevant building authority.
- 22.2 Prior to transfer of a property, Members need to obtain an Exit Consent from the HOA. The HOA shall only issue such Exit Consent once an exit inspection has been conducted on behalf of the HOA and such inspection has confirmed that the Property is compliant with all the governing documents as per 20.1. above; and with the approved plans; and that the installation of any retro-fit items were approved in writing by the HOA.
- 22.3 Appointments for exit inspection will be conducted by appointment with the HOA.
- 22.4 Members shall be responsible for payment of the inspection fee (as determined from time to time), for the cost of rectification to ensure compliance, and for any costs incurred to address non-compliant issues.

23. TRUSTEES RESPONSIBILITIES

- 23.1 To administer the Estate.
- 23.2 To annually prepare and submit to the owners at a AGM the balance sheet, year-end report and accounts, as well as the annual budget and plan for the following year.
- 23.3 To carry out the annual planned activities.
- 23.4 To arrange and maintain fire insurance cover for the common buildings.
- 23.5 To collect and settle common revenues and expenses, respectively.
- 23.6 To demand from the homeowners their share of the approved expenses.
- 23.7 To carry out the preservation of the relevant common assets' rights.
- 23.8 To supervise the common facilities and services.
- 23.9 To propose to the homeowners Meeting the penalties anticipated in these Rules, manage the public and common private areas, looking after its conservation, maintenance, and eventual repairs.
- 23.10 To ensure the abidance of the Law, these Rules and owners' deliberations.

- 23.11 To engage and manage the staff required for the Estate activities.
- 23.12 To represent the Estate.
- 23.13 To keep accounts in terms of the law.
- 23.14 To carry out all justifiable acts to protect the estates common property and its owners' interests.

ACCEPTANCE

I _____ resident / tenant/ owner / employee / contractor hereby accept all these terms, conditions and rules. I also acknowledge that the Trustees do have the authority to amend the Estate rules and the Schedule of Fines by virtue of the Constitution of Avec La Terre Estate and I agree that I'm equally bound by any changes made in good faith by the Trustees in the future, to these Estate rules and agree to abide by them.

I understand that a copy of the Estate Rules is available on request from the HOA and also on the Avec La Terre website.

DATED AT _____ ON THIS _____ DAY OF _____ 202____ .

BY:

_____ (FULL NAME)

_____ (SIGNATURE)