



FIRWOODS

RIVER ESTATE

ESTATE RULES

PREAMBLE

- (a) Clause 12.1 of the Constitution provides that the Developer may formulate and issue the Estate Rules for the Association, and may for the duration of the Development Period in its sole discretion amend them.
- (b) These Estate Rules protect and advance the interests of all the Members by regulating the behaviour of members, owners, occupants, invitees, residents, tenants and visitors while on the Estate in order to promote harmonious community living.
- (c) The Developer hereby promulgates these Estate Rules and such will be binding on Members and Residents until altered by the Developer or Members in terms of the Constitution.

SIGNED ON BEHALF OF THE DEVELOPER ON 21 JANUARY 2026

MR Campbell

MEMBERS WILL BE RESPONSIBLE FOR THE CONDUCT OF THEIR RESIDENTS, INCLUDING MEMBERS OF THEIR HOUSEHOLDS AND ALL INVITEES, OCCUPANTS, GUESTS, OCCUPANTS, TENANTS, EMPLOYEES, CONTRACTORS AND VISITORS TO HIS ERF, AND SHALL BE LIABLE FOR ANY FINES AND PENALTIES IMPOSED FOR SUCH CONDUCT.



1. DEFINITIONS

In the interpretation of these Estate Rules, unless the context indicates a contrary intention –

- 1.1 **“Agricultural Erf”** means the farmland in extent ±38,34 ha (ie. Erf 44188 Paarl) located within the Estate as further defined in the Constitution;
- 1.2 **“Association”** means the Firwoods River Estate Owners’ Association;
- 1.3 **“Board”** means the Board of Trustees of the Association elected in terms of the Constitution;
- 1.4 **“Body of Rules”** means the Constitution and all the rules made in terms thereof, including the Design Guidelines, Builders’ Code of Conduct and these Estate Rules;
- 1.5 **“Builders’ Code of Conduct”** means the Association’s rules for building contractors, as amended from time to time;
- 1.6 **“Communal Property”** means collectively, all private internal roads, private open spaces and any servitude areas (including kerbs, sidewalks, pavements, parks, retention dams and other areas for common usage), and all buildings, structures and other facilities, amenities and improvements situated or built thereon, including the security gatehouses, perimeter walls and fencing, refuse yard, street lights, civil, electrical and telecommunication infrastructures, distribution boxes, kiosks, garden landscaping and irrigation installations, which are or will be located within the Estate and owned, controlled or managed by the Association (including the club house, restaurant and gym precinct and facilities), but excluding the Erven;
- 1.7 **“Compliance Agent”** means the person appointed by the Developer or the Association to enforce compliance with the provisions of these Estate Rules;
- 1.8 **“Constitution”** means the Constitution of the Firwoods River Estate Owners’ Association, as amended from time to time;
- 1.9 **“Controlling Architect”** means the architect from time to time appointed by the Developer or the Association to scrutinize drawings and building plans in order to ensure compliance with the Design Guidelines;
- 1.10 **“Design Guidelines”** means the architectural and design guidelines as amended from time to time by the Association, setting out guidelines and requirements for the design and construction of buildings, improvements and landscaping within the Estate, in order to promote the aesthetic integrity, harmony and character of the Estate, to conserve the environment and/or to secure compliance with applicable by-laws and regulations;
- 1.11 **“Developer”** means Bello Campo (Proprietary) Limited, a private company duly incorporated in accordance with the Company laws of the Republic of South Africa (Registration No 2012/212246/07) or its nominee or successors-in-title;
- 1.12 **“Dwelling”** means all residential structures erected on Erven within the Estate;
- 1.13 **“Erf/Erven”** means an individual, privately owned free-hold erf (or smaller farm property primarily used for residential purposes) (whether vacant or not) situated within the Estate, and including the Agricultural Erf, but excluding Communal Property;
- 1.14 **“Estate”** means the Firwoods River Estate residential security estate development, including all Erven, Communal Property and the Agricultural Erf;
- 1.15 **“Estate Rules”** means these rules governing the behaviour of Members, Residents and, where applicable, visitors in the Estate;
- 1.16 **“Managing Agent”** means the agent appointed by the Association to administer the affairs of the Association from time to time;

- 1.17 **“Member”** means a member of the Association as defined in the Constitution, being a registered owner of an Erf or the Agricultural Erf; and
- 1.18 **“Resident”** means any Member, owner, occupant, invitee, guest, visitor, tenant, members of their households, and all employees and contractors or other persons otherwise present on his Erf or in his Dwelling.
- 1.19 Words importing –
- 1.19.1 a reference to the singular includes the plural, and the converse also applies;
- 1.19.2 a reference to a gender includes the other genders; and
- 1.19.3 a reference to natural persons includes legal persons, and the converse also applies.
- 1.20 Words and expressions to which a meaning is assigned in the Constitution shall bear the meaning so assigned to them, and in the event of any conflict between the Constitution and these Estate Rules, the Constitution shall prevail, unless it is inconsistent with the context.

2. NEIGHBOUR RELATIONS

- 2.1 In general, all Members and Residents shall ensure that their use and enjoyment of their Dwellings and of the Communal Property, and their conduct and activities, and that of third parties whose conduct they are responsible for are at all times carried out - (a) in compliance with the provisions of the Body of Rules, (b) does not cause a nuisance or disturbance in any manner whatsoever to other Residents, and (c) does not, in the opinion of the Board, detract from the reputation of the Estate or detrimentally affect the market values of the Erven or the Agricultural Erf.
- 2.2 Excessive noise is expressly prohibited.
- 2.3 No Member may play loud music, continue with any boisterous function or make any excessive noise after 23h00 daily.
- 2.4 The mechanical maintenance, repairs and use of lawn mowers, trimmers, power tools and machinery is only permitted during weekdays from 07h00 till 20h00, Saturdays from 8h00 till 20h00 and on Sundays between 10h00 till 13h00.
- 2.5 All work by contractors (that may cause any noise or nuisance to neighbours) to cease by 18h00 on Mondays to Thursdays, 17h00 on Fridays and no work allowed on weekends and public holidays or as stipulated in the Builders' Code of Conduct.
- 2.6 No Member or Resident may hold a function where more than 24 guests (or 6 vehicles) are in attendance, without the prior written approval of the Board, which may be subject to conditions.
- 2.7 All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other Residents and which are reasonable in the discretion of the Board.
- 2.8 Unreasonably noisy pets such as barking dogs are not permitted.
- 2.9 Abusive or bad language and shouting are not permitted.
- 2.10 The use of drugs and gambling on the Estate is prohibited.
- 2.11 No Member or Resident shall conduct any profession, business or home industry from his/her Erf or Dwelling without the prior approval in writing of the Board.
- 2.12 No hobby which causes aggravation or nuisance to fellow Residents may be conducted.
- 2.13 No stones or any other objects may be thrown or propelled on the Communal Property.

- 2.14 No explosives, crackers, fireworks or items of a similar nature may at any time be exploded, detonated, lit or operated on any part of the Estate.
- 2.15 No firearms may be discharged on any part of the Estate, except under such circumstances which would reasonably justify the use of a firearm for self-defence and related purposes.
- 2.16 Every Member must upon request allow reasonable access on its Erf to any neighbour, authorised person or contractor approved by the Association for purposes of maintenance, repair or other work reasonably required on or about any servitude area or to any building or structure on an adjacent Erf in such close position to the common boundary so as to require access from or over the Member's Erf for inspection and/or repair or maintenance work to be properly undertaken. Any refusal to accommodate such reasonable request may be treated as a violation of this rule.

3. AGRICULTURAL ERF

- 3.1 When traversing the Agricultural Erf, Members and Residents will strictly adhere to all conditions that are contained in registered servitudes or conditions of title, or which may be prescribed by the Developer or the Association from time to time.
- 3.2 Members and Residents must remain on the walking pathways designated for this purpose.
- 3.3 Members and Residents must not interfere with the farming activities on the Agricultural Erf, or damage or remove any plant, machinery, equipment, crops, fruits, orchards or produce.

4. DWELLINGS

- 4.1 Members and Residents shall not place or do anything on balconies, patios, stoeps and gardens which, in the opinion of the Board, is aesthetically displeasing or undesirable when viewed from the outside of the Dwelling.
- 4.2 Members and Residents shall be obliged to keep and maintain the exterior of their Dwellings in good order and repair.
- 4.3 A Member or Resident shall remove any reasonably unsightly or grossly inappropriate object (including garden decorations) visible from outside the wall or boundary of such Member's Erf within one week of being requested in writing to do so by the Board.
- 4.4 Garage doors must be maintained at all times. Damaged garage doors must be repaired or replaced as soon as practically possible. Faded and/or dirty doors must be cleaned or refurbished on a regular basis.
- 4.5 Washing, clothing, linen or laundry must not be hung out to dry on any part of an Erf or Dwelling other than in a designated laundry area on approved building plans. Under no circumstances may such washing or washing lines be visible from the street.
- 4.6 No Resident shall place any sign, notice, billboard or advertisement of any kind whatsoever on his Erf or Dwelling, without the written consent of the Board.
- 4.7 Verandas and entrances to any Dwelling may not be cluttered or used for storage. All equipment, toys, boxes and refuse bags must not be visible from outside the Dwelling.
- 4.8 Burglar bars, security gates and air-conditioner installations must be approved by the Board prior to installation.
- 4.9 Outside décor (paint and colours) as specified in the Design Guidelines must be kept clean and presentable.

- 4.10 Residents must ensure that Dwellings are provided with adequate curtaining, drapes or blinds at all times and within **7 (SEVEN)** days of taking occupation. All linings to curtains, when viewed from outside, must be of neutral colour or white, and acceptable to the Board in their discretion.
- 4.11 Driveways are to be kept weed-free and litter-free at all times.
- 4.12 All swimming pools must be kept clean and in an orderly state.
- 4.13 No "grey water" is allowed to run out of the Erf, but is to run into the Member or Resident's drain.

5. GARDENS AND VERGES

- 5.1 All Erven must be maintained and kept clean and tidy by the Resident or Member concerned. If the Resident or Member fails to do so, the Erf will be maintained by the Association for the Member's account, in addition to the imposition of a fine.
- 5.2 Private gardens and grassed areas within an Erf must be kept in a neat and attractive condition at all times by Residents and Members. If the Resident or Member fails to do so, the garden or grassed area will be maintained by the Association for the Member's account, in addition to the imposition of a fine.
- 5.3 No vehicles, caravans or tents may be placed on grassed or garden areas.
- 5.4 To the extent that the Developer has not already done so, a Member must, at his cost, establish the landscaping on the verge area between the road curb and the boundary of his Erf simultaneously with establishment of the private garden landscaping on his Erf.
- 5.5 All Members and Residents are obliged to, at its cost, maintain and keep in a neat and attractive condition the verge area, including any lawns, trees, plants and shrubs thereon. If the Member or Resident fails to do so, the said area will be maintained by the Association for the Member's account, in addition to the imposition of a fine.
- 5.6 No tree on any verge may be chopped down, killed or materially diminished in any way by or on behalf of any Member without the prior written consent of the Board.
- 5.7 Members and Residents shall promptly remove or cause to be removed all garden refuse. The Member or Resident shall, at the request of the Board, remove any branches or plants overhanging onto or over any adjacent Erf or Communal Property.
- 5.8 No Member shall be allowed to plant any tree or shrub of an invasive or poisonous nature which may cause a nuisance/problems with drainage, foundations or water pipes, or that sheds excessive quantities of leaves, branches or seeds (examples of 'nuisance plants' are Port Jackson, Silk Oak, Rubber tree, Black Wattle, Rooikrans, Silky Hakea, Long-leafed Wattle, Australian Myrtle, Bugweed, Lantana, Coral Tree and Weeping Willow).
- 5.9 A Member or Resident will not cause or allow any wendy houses, tool sheds, garden tools or other equipment to be left or kept in a place where they are visible from the street.
- 5.10 Garden fences and walls must be properly finished and maintained and kept in a clean and presentable condition. Failure to comply will result in the repair or maintenance being done by the Association at the Member's expense, in addition to the imposition of a fine.

6. CONSTRUCTION

- 6.1 All Dwellings, building plans and extension plans must comply with the Design Guidelines.
- 6.2 All Members who wish to effect any building or construction on an Erf (including any alteration, addition, demolition or reconstruction of a Dwelling or part thereof) must ensure that his building contractor agrees to the Builders' Code of Conduct. The signed Builders' Code of Conduct, the building deposit described therein and the first month's building levy mentioned below must be lodged and paid with the Association before any construction activities may commence.

- 6.3 The Association reserves the right to alter the Builders' Code of Conduct, which changes will be effective on all current building or construction projects.
- 6.4 To cover the Association's expenses in ensuring a Member's compliance with the Body of Rules during the construction period, each Member in the process of building will be liable to pay to the Association a building management levy per building site, per month.
- 6.5 The building management levy must be paid in advance on or before the 1st day of every month. Non-payment will attract interest, and may have further consequences as set out in the Builders' Code of Conduct.
- 6.6 No person may move into a Dwelling without an occupation certificate issued by the local authority. The local authority will not issue an occupation certificate unless the Association has issued an occupancy clearance certificate in terms of the Builders' Code of Conduct.
- 6.7 A daily fine will be issued until the occupancy clearance certificate is issued by the Association if the Dwelling is occupied.
- 6.8 Occupancy clearance certificates will only be issued once all finishes and fittings, including soft landscaping, are fitted and planted as indicated on the approved building plans. Amongst others, the quality of external finishes will be assessed by the Controlling Architect.
- 6.9 The Controlling Architect's opinion on what is generally an acceptable standard of finishes will be final and binding, subject to the provisions, if any, regarding appeals in respect of the Controlling Architect's decisions.
- 6.10 Where the Controlling Architect requires finishes to be brought up to standard, the Member must rectify such work until the Controlling Architect accepts the standard of finishes.

7. COMMUNAL PROPERTY

- 7.1 No litter, rubbish, foreign objects or liquids may be thrown into or allowed to enter any water facilities forming part of the Communal Property.
- 7.2 No swimming, fishing and sailing activities are to be conducted in any water facilities forming part of the Communal Property.
- 7.3 No Resident may, without the prior written consent of the Board, place, store, or leave any object of any nature on any part of the Communal Property, or allow or permit it to be so placed, stored, or left.
- 7.4 No trees, shrubs, plants or flora may be damaged, harmed or removed from the Communal Property.
- 7.5 Only authorised persons may maintain the Communal Property.
- 7.6 No alien vegetation may be planted or transplanted in or into the Communal Property.
- 7.7 Residents shall not deposit, throw, or permit or allow depositing or throwing, on the Communal Property of any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. If the Resident in the reasonable discretion of the Board is found to be guilty of doing so, the affected area will be cleaned by the Association for the Member's account, in addition to the imposition of a fine.
- 7.8 No Resident may damage, tamper or interfere with the utility meters.

8. SECURITY

- 8.1 Members, Residents and all visitors must cooperate and comply with any and all access control systems and security rules imposed at the Estate from time to time. No person may attempt to circumvent these rules or otherwise threaten, abuse or intimidate security guards and personnel.

- 8.2 Necessary security checks for visitors will be conducted at the entrance to the Estate, which may include scanning/recordal of vehicle registration numbers, drivers' licences, identity cards and the address to be visited. This information will be stored and processed for the purposes of providing and improving security.
- 8.3 Where Members, Residents and/or their domestic workers must register with security, and/or provide personal information or biometric data, and/or in the event that tokens or access cards or the like are required to be issued, it is the responsibility of the Member or Resident to ensure that this is done, and to pay any fees that may be due.
- 8.4 Any attempt at burglary, fence jumping, suspicious behaviour and/or loitering in and around the Estate must be reported to a member of the security staff and/or the Board immediately.
- 8.5 Membership to the security monitoring service appointed from time to time by the Association is compulsory. Members may contract with an additional security monitoring service, in which event the Member shall inform the Association and the relevant security monitoring company appointed by the Association thereof, and any response vehicles will be subject to normal access security procedures.

9. VEHICLES AND ROAD USAGE

- 9.1 All road signs and internal traffic rules on the Estate must be observed and obeyed.
- 9.2 Vehicles must not be operated in a manner which causes a risk or danger to persons or property, or a nuisance to other Residents.
- 9.3 Vehicles must at all times be operated responsibly and with due care.
- 9.4 Vehicles may not be operated on a road within the Estate by a person who is not in possession of a valid driver's license.
- 9.5 Hooters may not be sounded within the Estate, except in the event of an emergency.
- 9.6 Vehicles may only be used on the defined roads and not on any other parts of the Communal Property.
- 9.7 Unnecessary revving of motor vehicles is not permitted.
- 9.8 The use of vehicles with noisy exhaust systems is prohibited except when leaving the Estate for repairs.
- 9.9 **The speed limit is 25 km/h throughout the Estate.**
- 9.10 A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills brake fluid, oil, fuel, lubricant or other substance or that in any other way may damage or deface Communal Property, must not be operated within the Estate.
- 9.11 No Resident shall be permitted to, or allow another person to, dismantle or effect repairs to any vehicle anywhere within the Estate, except within a garage on an Erf, and in keeping with the rules pertaining to noise and the maintenance or repairs to machinery.

10. PARKING

- 10.1 No person may park or stand a vehicle upon any part of the Communal Property other than on streets or such places as may be specifically approved and designated for that purpose by the Association (such as designated visitor's parking bays, in which case no vehicle may occupy more than one demarcated visitor's parking bay).
- 10.2 Parking in streets will be permitted only for visitors where driveway parking is not practical, and only for short-term parking not exceeding 12 hours.

- 10.3 No vehicles may be parked or stood on grassed or garden areas of an Erf, or any part of an Erf other than in a garage, car port or drive way.
- 10.4 A vehicle may not be abandoned, parked or left unattended anywhere on the Estate in such a manner that it may block access to garages and drive ways, create blind spots at intersections, or otherwise cause obstruction to other road users or impede the flow of pedestrian or vehicular traffic.
- 10.5 The Association may remove or cause to be towed away, or its wheels to be clamped, at the risk and expense of the driver, including payment of a release penalty to be determined by the Board from time to time, any vehicle parked, standing or abandoned in contravention of these Estate Rules.
- 10.6 No caravans, trucks, trailers, boats, buses or similar heavy vehicles are allowed on the roads without the prior written consent of the Board, which consent may be given subject to conditions.
- 10.7 No caravans, trailers or boats may be left, kept or stored in any place where they are visible from the street.
- 10.8 No person may reside or sleep in a vehicle, trailer or caravan, or in a garage or carport, or on any part of the Communal Property.
- 10.9 The parking of vehicles is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the Association, the Board or any of its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked within the Estate. The provision of any communal security service at the Estate shall not be construed as an acceptance by the Association or the Board of any responsibility or liability in this regard.

11. REFUSE AND RECYCLING

General

- 11.1 **Residents must strictly comply with all recycling and waste management policies, plans and procedures as approved by the Developer and/or the Association from time to time, including the separation of recyclables and garden waste from the remainder of the refuse.**
- 11.2 Whenever bins are used, these must be:
 - 11.2.1 kept clean and in a hygienic condition;
 - 11.2.2 stored inside the Member or Resident's Erf, and out of sight from the street, Communal Property and/or adjacent Erven; and
 - 11.2.3 promptly returned to the Erf once the refuse has been collected.
- 11.3 Bins may not be placed the day before collection days. All bins must be returned to the Member or Resident's Erf by no later than 19h00 on removal days.

Recycling

- 11.4 Recyclables, including glass, certain plastics, metal, paper, cardboard etc will be collected on a weekly basis by the local authority, private contractor(s) or the Association as the case may be.
- 11.5 Should the recyclables need to be contained in a special bag, bin or other receptacle, then Members and Residents will ensure that this is done. Should there be a cost for such bags, bins or receptacles, then such will be for the account of the Member.
- 11.6 Should recyclables be too large or voluminous to fit into the bin, bag or receptacle, then the recyclable material must be tied down or otherwise secured so as not to pollute the Estate if the wind blows.

- 11.7 On recycling collection days, Members and Residents must timeously place their recycling (if any) on the curb in front of their Erven for collection by the local authority, private contractor(s) or the Association as the case may be.

Garden/green waste

- 11.8 Garden waste (such as leaves, grass cuttings, weeds, branches etc) will be collected on a weekly basis by the local authority, private contractor(s) or the Association as the case may be.
- 11.9 Should the recyclables need to be contained in a special bag, bin or other receptacle, then Members and Residents will ensure that this is done. Should there be a cost for such bags, bins or receptacles, then such will be for the account of the Member.
- 11.10 Should recyclables be too large or voluminous to fit into the bin, bag or receptacle, then the recyclable material must be tied down or otherwise secured so as not to pollute the Estate if the wind blows.
- 11.11 On green refuse collection days, Members and Residents must timeously place their green refuse (if any) on the curb in front of their Erven for collection by private contractor(s) or the Association as the case may be, such green refuse to be mulched by the Association and used on the Agricultural Erf in terms of its integrated waste management plan.

Non-recyclable/ordinary waste

- 11.12 All non-recyclable ordinary waste (other than garden waste and recyclables) must be placed in refuse bags and securely sealed. Containers must be completely drained before being placed in the refuse bags.
- 11.13 All refuse bags and recycling must be deposited in municipal bins which must be maintained in a hygienic and dry condition by the Resident or Member.
- 11.14 On normal refuse collection days, Members and Residents must timeously place their bins outside their Erven for collection by the local authority, private contractor(s) or the Association as the case may be.

12. ANIMALS AND PETS

- 12.1 Pets may only be kept by Members and Residents if registered and approved by the Association in writing.
- 12.2 Members and Residents must ensure that their pets comply with the requirements of the local authority's by-laws, including the number of pets per Erf. The Association may further restrict the number of pets allowed per Erf.
- 12.3 No poultry, pigeons, fowls, geese or aviaries may be kept on the Estate, and no other animal, reptile or bird which may be a nuisance or endanger the local fauna or flora shall be permitted to be kept on an Erf.
- 12.4 All pets must wear collars with identity tags, detailing the telephone number of the owner.
- 12.5 All cats must be sterilised, unless it is a pedigree used for breeding. Proof of pedigree must be forwarded to the Association with the registration form.
- 12.6 Pets are not allowed to run free or roam on the Estate.
- 12.7 Pets must be walked on a leash and under the control of a responsible person at all times when outside the Member or Resident's Erf.
- 12.8 Residents are responsible for the removal of pet excrement. Should any excrement be deposited on any part of the Estate or Communal Property, the immediate removal thereof is the sole responsibility

of the Resident that owns the pet. Residents shall ensure that their animals do not foul the Communal Property or the Erven of other Members.

12.9 Residents must ensure that their pets do not cause a nuisance nor disturb any other Resident. Residents and Owners must restrain their dogs from barking incessantly.

12.10 Animal abuse is not permitted.

12.11 Failure to comply with the abovementioned provisions will result in a fine being imposed and/or the removal of the animal.

13. FIRE HAZARDS

13.1 Cigarette butts may not be thrown onto or in the Communal Property.

13.2 Residents may not store flammable substances or any other dangerous materials within their Dwellings or on their Erven.

13.3 Fires must be supervised and controlled at all times.

14. DOMESTIC WORKERS

14.1 The behaviour of domestic workers remains the responsibility of the employing Resident or Member. All Members shall procure that all domestic workers' details are properly recorded with Estate security at the main entrance of the Estate.

14.2 Members and Residents shall ensure that all their domestic workers comply with these Estate Rules, and do not do anything which may constitute a nuisance or annoyance to any other domestic worker or Resident. Members are obliged to inform any Resident and worker accordingly.

14.3 Domestic workers are not allowed to receive visitors on the Estate, save with the applicable Member's express knowledge and consent, and on condition that the Member procures that such person's details are first properly recorded with Estate security before being granted access to the Estate.

14.4 The provisions regarding occupancy and usage mentioned below, are also applicable to servants' quarters.

15. SALES AND SIGNAGE

15.1 All prospective purchasers must be accompanied onto the Estate by the relevant estate agent or Member.

15.2 All prospective purchasers must be acquainted with the Body of Rules. The Body of Rules must be communicated to the estate agent and must form part of the mandate agreement between the Member and the estate agent. The estate agent and Member/seller must ensure that the purchaser receives a copy of the Body of Rules.

15.3 No advertising boards are permitted on the Erf to be sold, or anywhere on the Estate (including on the area between road curb and boundary of the Erf or the Communal Property), without the prior written consent of the Board, which consent may be subject to conditions and physical specifications. Any non-compliant signage or advertising material may be summarily removed by or on behalf of the Association at the cost of the Member and/or the advertiser.

15.4 A Levy Clearance Certificate must be obtained from the Association prior to any transfer. The cost of this certificate will be for the account of the Member. The Clearance Certificate will only be issued if the relevant Member's levies any other indebtedness to the Association (including outstanding fines, legal costs and interest) are fully paid up to date, and such Member is not in breach of any provision contained in the Body of Rules.

- 15.5 A Member which is a company, close corporation or trust shall notify the Association forthwith in writing of any change in its membership, shareholding or beneficiaries as the case may be.
- 15.6 A member shall notify the Association forthwith in writing of any mortgage of or dealing in connection with his Erf.

16. LEASES

- 16.1 All tenants and other persons granted rights of occupancy by any Member are obliged to comply with these Estate Rules, notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy.
- 16.2 If the lease is in writing, a copy of the latest version of these Estate Rules will be attached and signed as an annexure. If the lease is verbal, the Member/landlord must personally ensure that the tenant receives a copy of these Estate Rules (and retain proof of such receipt).
- 16.3 Members must ensure that their tenants are of good standing and sober habits.
- 16.4 A Member/landlord must notify the Association in writing within **14 (FOURTEEN)** days of conclusion of an agreement of lease (or other occupancy arrangement whether verbally or in writing) of the tenancy or occupancy of his Dwelling, the duration of the lease/occupancy, the number of occupiers, and confirming that the tenant/occupier who will become a Resident has been handed a copy of these Estate Rules.
- 16.5 **Members are prohibited from the short-term letting of their Dwellings whether via online platforms such as Airbnb or otherwise.**

17. USAGE AND OCCUPANCY

- 17.1 No form of "time-sharing" or any similar arrangement, including a scheme whereby ownership is shared between a group of persons, may be concluded, marketed, or conducted in respect of an Erf or Dwelling within the Estate.
- 17.2 Residents shall use the Dwelling for residential purposes only and for no other purpose whatsoever.
- 17.3 No auctions, sales or exhibitions shall be held on Communal Property or on an Erf without the prior written consent of the Board, nor may same be used for commercial or industrial purposes.
- 17.4 No person may sleep overnight or reside anywhere on the Estate, other than inside a Dwelling intended for residential purposes.

18. DAMAGE

- 18.1 Any damage caused to Communal Property or the Estate will be for the account of the Member, who is responsible for his own actions and all acts committed by third parties whose actions the Member is responsible for in terms of these Estate Rules.
- 18.2 Should insurance liability cover be in place then all excess payments required to be paid by the Association will be for the account of the Member.

19. BREACH AND PENALTIES

- 19.1 If the conduct of a Member or Resident, or that of third parties whose conduct he is responsible for in terms of these Estate Rules constitutes a nuisance in the opinion of the Board, or if such a person contravenes, breaches, disobeys or disregards any rule set out in these Estate Rules, the Association must furnish the relevant Member and Resident with a first written notice which may in the discretion of the Association be delivered by hand or by registered post or any other manner provided for in these Estate Rules. Such notice will:

- 19.1.1 adequately describe the particular conduct which constitutes a nuisance, and/or indicate the rule(s) that have allegedly been contravened;
 - 19.1.2 the offender must be advised to refrain from such conduct, and where applicable, must be advised of the time frame in which such conduct must be ceased;
 - 19.1.3 the offender must be warned that if he or she persists in such conduct or contravention, a fine may be imposed on the Member in question; and
 - 19.1.4 invite the Member to dispute the breach and/or meet with the Board.
- 19.2 Should the contravening Member request a meeting with the Board to discuss the matter, the said meeting will be held as soon as possible with a person duly authorised by the Board to attend to the matter, and such meeting may be held remotely by electronic means.
- 19.3 If the Member, Resident or a third party that they are responsible for, nevertheless persists in that particular conduct or in the contravention of that particular rule after delivery of the written warning notice, the Resident and Member shall be furnished with a second written notice similar in substance to the first warning notice, but also advising the Resident and Member of the Board's intention to impose a fine on the Member, and inviting the Member to meet with board to dispute the breach or present facts in mitigation, which meeting shall not be earlier than **14 (FOURTEEN)** days of date of delivery of such notice. At the meeting, the Member must be given the opportunity to present their case, but except insofar as may be permitted by the chairperson, they may not participate in or be present at the subsequent deliberations of the Board.
- 19.4 After the Member has been given the opportunity to present their case, the Board may agree that a provision(s) of these Estate Rules has been contravened, and the Board may impose on the offender a penalty, taking into consideration the nature and effect of the offence, of an amount of 25% (twenty-five percent) of the levy for the first offence, 50% (fifty percent) of the levy for the second offence, and between 75% (seventy five) and 99% (ninety nine percent) of the levy for the third or further offence/s. The Board will ensure that any fine imposed is reasonable and proportionate to the nature and severity of the contravention. The aforementioned fine/s will be added to the Member's levy account if not settled within a period of **14 (FOURTEEN)** days after the fine/s has been raised. In determining the fine amount, the Board will consider the:
- 19.4.1 seriousness of the contravention;
 - 19.4.2 costs and/or damages incurred by the Association;
 - 19.4.3 inconvenience and/or disturbance caused, and
 - 19.4.4 number of previous breaches of the same matter as well as seriousness of other contraventions.
- 19.5 MEMBERS WILL BE RESPONSIBLE FOR THE CONDUCT OF THEIR RESIDENTS, INCLUDING MEMBERS OF THEIR HOUSEHOLDS AND ALL INVITEES, OCCUPANTS, GUESTS, OCCUPANTS, TENANTS, EMPLOYEES, CONTRACTORS AND VISITORS TO HIS ERF, AND SHALL BE LIABLE FOR ANY FINES AND PENALTIES IMPOSED. IT THUS FALLS ON THE MEMBER TO SEEK COMPENSATION FROM THE PERSON(S) RESPONSIBLE.**
- 19.6 SUBJECT TO ANY LEGAL LIMITATIONS AND CSOS DIRECTIVES FROM TIME TO TIME, ANY FINE IMPOSED IN TERMS OF THESE ESTATE RULES WILL BE A DEBT DUE AND PAYABLE TO THE ASSOCIATION AND MAY, IF IT IS NOT PAID WITHIN 14 (FOURTEEN) DAYS AFTER NOTIFICATION OF THE IMPOSITION OF THE FINE, BE ADDED TO THE LEVIES WHICH A MEMBER IS OBLIGED TO PAY IN TERMS OF THE CONSTITUTION AND CLAIMED BY THE ASSOCIATION AS PART OF THE MONTHLY LEVY INSTALMENTS PAYABLE BY THE MEMBER.**
- 19.7 Should a Resident fail or refuse to comply with these Estate Rules, the Association may take whatever action necessary and appropriate in the circumstances and, in view of the overall responsibility of the Member for the actions of any Resident, may recover from the Member any cost

incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

- 19.8 In the event of the Association instituting any legal action or proceedings against a Member as a result of any breach of any of these Estate Rules, such Member shall be liable to pay all the Association's legal costs, fees and disbursements on the scale as between attorney and own client, including collection commission.
- 19.9 In the event of a continuing offence, any person subject to these Estate Rules who contravenes or fails to comply with any of the provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every **24 (TWENTY-FOUR)** hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 19.10 No indulgence or relaxation in respect of these Estate Rules shall constitute a waiver or consent, or prevent their enforcement by the Association at any time.
- 19.11 All complaints from Residents must be lodged in writing with the Managing Agent.

20. AMENDMENTS AND OBJECTIONS

- 20.1 The Developer is entitled to amend, add to, substitute or repeal these Estate Rules in its discretion during the development period as defined in the Constitution. Such amended provisions will become binding on Members and Residents on the date of such amendments, even if the relevant Member or Resident is not notified of such amendments. Notwithstanding the foregoing, the Developer shall use best endeavours to publish the most recent version of these Estate Rules on the Estate's website from time to time.
- 20.2 After the development period, these Estate Rules may be added to, amended, substituted, or repealed from time to time by a resolution of the Board, subject to the directions given or restrictions imposed by the Members at general meetings.
- 20.3 Any Member who requests any special permission to depart from any rule contained in these Estate Rules shall be entitled to lodge such request in writing with the Association, and such request shall be considered by and decided upon by the Board in their sole discretion by majority vote and minuted.

21. RISK AND LIABILITY

- 21.1 **ALL PERSONS ENTER THE ESTATE ENTIRELY AT THEIR OWN RISK. THE ASSOCIATION, THE BOARD AND/OR THE DEVELOPER (INCLUDING ALL OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICE BEARERS, TRUSTEES OR AGENTS) SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE OF ANY DESCRIPTION THAT ANY PERSON MAY SUSTAIN PHYSICALLY OR TO HIS OR HER PROPERTY, DIRECTLY OR INDIRECTLY, IN OR ABOUT AN ERF OR DWELLING, THE COMMUNAL PROPERTY OR THE ESTATE GENERALLY, OR FOR ANY ACT DONE BY, OR FOR ANY NEGLIGENCE ON THE PART OF, THE ASSOCIATION, THE BOARD OR THE DEVELOPER (INCLUDING ALL OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICE BEARERS, TRUSTEES OR AGENTS).**
- 21.2 The Association shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

22. JURISDICTION

- 22.1 The Members and Residents consent to the jurisdiction of the Magistrate's Court in the event of any dispute or matter arising out of or relating to the application or enforcement of these Conduct Rules, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of such Court.
- 22.2 Such consent shall not derogate from the right of any person to approach the appropriate Division of the High Court of South Africa, for the necessary relief.

23. NOTICES

- 23.1 Members and Residents respectively choose as their *domicilium citandi at executandi* where all notifications in terms of these Estate Rules and processes at law may be delivered or served, their physical addresses within the Estate and/or (including where such Erf is vacant) at the latest physical or postal address and/or fax number and/or e-mail address advised in writing to the Managing Agent.
- 23.2 A party may from time to time change its address/es to any other address/es within the Republic of South Africa upon the expiry of one calendar month's written notice to the Managing Agent provided that, for service of formal legal process, such address is a physical address, but otherwise shall include a fax number and e-mail address, at which all notices and processes may be sent to or served.
- 23.3 Should any notice be given, it shall be deemed to have been received by the recipient (i) where delivered by hand, on the date of delivery, (ii) by fax, on the date of transmission provided the sender has written proof of sending, (iii) by registered mail, on the third day after the date of posting (to an address in South Africa) or on the seventh day after the date of posting (to an address outside South Africa), or (iv) by e-mail, in the manner provided for in the Electronic Communications and Transactions Act, No. 25 of 2002.

24. BINDING AGREEMENT

As set out in the preamble, these Estate Rules form the subject matter of and create a binding legal agreement between the Association, the Members and/or the Residents.

25. INVALIDITY OF PROVISIONS

It is not the intention of the Developer to unlawfully exploit any Member or Resident. Should any of these Estate Rules be held by a competent forum to be unenforceable, illegal or invalid for any reason whatsoever, or if such be held to be in conflict with a CSOS directive, then such rule shall in the first instance be construed and interpreted to the minimum extent necessary so as to comply with the relevant legislation, law, decision or directive. Should such interpretation not be possible, then such provision shall be treated as *pro non scripto* and will be separate and severable from the remaining rules, which shall continue to be of full force and effect. In such event, these rules shall be carried out as nearly as possible according to its original terms and intent, and the parties further agree to substitute for such invalid rule a valid alternative that most closely approximates the intent and economic effect of the invalid rule.