



FAIRVIEW

— ESTATES —

RULES

OF

FAIRVIEW ESTATES

FARMERS ASSOCIATION (RF) NPC

A NON-PROFIT COMPANY WITH MEMBERS

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INTRODUCTION

Rules are necessary to create boundaries which protect our community through an acceptable code by which members may live together, reasonably, and harmoniously, without interfering with others' enjoyment, to the benefit of all.

When the founding farmers conceptualised Fairview Estates, there was a grand vision of the rules being limited to one single page. However, it was soon obvious that many rules are required to provide a clear vision and deal with the many complex issues that always arise in communities and thereby maintain harmony.

These rules are unavoidably detailed as required to align the community to achieve the Vision and Mission of the Association. The Board of the association is directed to enforce the rules with discretion so that the objective is to achieve the vision and mission of the association and not to simply enforce the rules for the sake of it.

These Rules have been made by the Board of the Association in terms of Article 23.1 of the MOI for the management, control, administration, use and enjoyment of the Estate. The provisions of these Rules shall be binding upon all members equally and insofar as they may be applicable to all persons occupying any Dwelling by, through or under any member whatever the nature of such occupation. These Rules are not intended to limit the lifestyle and/or investment of members and residents, but rather to protect them and are binding equally on all residents. Accordingly, residents are not only bound by these Rules, but they are also protected by them. Further, the Board may enforce the provisions of any Rule by application to the Ombud in terms of Act 9/2011.

A unique feature on Fairview Estates is that some of the portions are extensive and therefore certain activities can take place on certain parts or areas on certain portions without any negative impact to any Fairview Members. In these unique circumstances, owners can apply for a relaxation on the rules where they feel there will be no negative impact on any other members of the Association. The Board of the Association is directed to consider such applications carefully and only provided they unanimously agree that there is no negative impact on any other property on the Estate, will the relaxation be granted.

VISION

A community that is united in aspiring to a lifestyle embracing old fashioned or artisan living with wide open spaces and an active adventurous lifestyle in a secure, productive farming estate.

MISSION

To promote a common theme that protects and balances the aspirations and desires of the individual owners as well as the greater community to ensure the way of life aspired to and the property values are enhanced.

1. INTERPRETATION AND DEFINITIONS

- 1.1. The clause headings in these Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.3. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these Rules, notwithstanding that it is only contained in the interpretation clause.
- 1.4. If any period is referred to in this agreement 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.
- 1.5. These Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.6. In these Rules, unless inconsistent with or otherwise indicated by the context:—
 - 1.6.1. “the Act” means the Companies Act 71 of 2008;
 - 1.6.2. Act 9/2011 means the Community Schemes Ombud Service Act No. 9 of 2011 as amended, and any regulations in force thereunder from time to time;
 - 1.6.3. “Association” means Fairview Estates Farmers Association (RF) NPC, registration number: 2019/426014/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;
 - 1.6.4. “Board” means the Board of Directors of the Association for the time being;
 - 1.6.5. “Building Design Code” means the design code of the Association in respect of the Estate, as updated from time to time, a copy of which is available from the offices of the Association;
 - 1.6.6. “Common Facilities” means the bulk services and infrastructure, including but not limited to the gatehouse and security facilities, private roads, road verges, pathways, and open spaces, in the ownership of the Association, situated on the Estate and which are intended for the shared use and/or benefit of Members and their invitees;

- 1.6.7. “Design Review Committee” means the committee as provided for in Articles 20 and 29 of the MOI;
- 1.6.8. “Developer” means Fairview Development Company (Pty) Ltd, Registration number 2019/143722/07;
- 1.6.9. “Development Period” means the period reckoned from the date of registration of the MOI until the date upon which 90% (ninety percent) of the Immovable Properties comprising the Estate have been sold, and the Developer gives notice to the Association thereof, effectively terminating the Development Period. Only properties already incorporated in the Estate at time of the adoption of the MOI and the proposed sub-divisions included in SPLUMA08/2019 BA (DP) MPT 19/202, SPLUMA 09/2019 BA (DP) MPT 25/2019, SPLUMA 09/2019 BA (DP) MPT 20/2019 and SPLUMA 27/2019 BA (DP) MPT 25/2020 will be considered in the calculation of the Development Period;
- 1.6.10. “Directors” means the directors for the time being of the Association or their alternates, as the case may be;
- 1.6.11. “Dwelling” means any habitable building erected on an Immovable Property in the Estate;
- 1.6.12. “Estate” means FAIRVIEW ESTATES comprising proposed Portions 101 to 115 (of 100), and Portion 52 and proposed Portion 82 of the Farm De Jagers Kraal No. 874, situate in the KwaDukuza Municipality, Registration Division FU, Province of KwaZulu-Natal, as depicted on the attached layout plan marked Annexure A, including any future subdivisions of the proposed Portions, and any further Immovable Property which may be incorporated into the Estate in due course by Special Resolution;
- 1.6.13. “Farming Plan” means a plan depicting the entire layout of the Owner’s Immovable Property, including the usage, farming uses, driveways, house position, fence positions, any other improvements, or activities;
- 1.6.14. “Homestead” means, as far as FEFA is concerned, a house and outbuildings, limited to a maximum of 1 (one) Dwelling and 2 (two) servant rooms per Homestead;
- 1.6.15. “Immovable Property” means any immovable property situated in the Estate, whether such immovable property is improved or not;
- 1.6.16. “Manager” means the person appointed to that office by the Association, if applicable;
- 1.6.17. “Member” means:-
 - 1.6.17.1. an Owner; and

1.6.17.2. the Developer, during the Development Period (although, it is recorded that, the Developer shall continue to be a Member after the expiry of the Development Period, if the Developer is then an Owner).

1.6.18. “MOI” means the registered Memorandum of Incorporation of the Association;

1.6.19. “Owner” means any owner of Immovable Property or an undivided share in Immovable Property in the Estate;

1.6.20. “Portion” means any freehold subdivision capable of separate ownership in Law, whether such subdivision is improved or not;

1.6.21. “Resident” means any person who is resident at the Estate and includes Owners and members of their families, their guests, their authorized tenants, any visitor to the Estate and any third party occupying Immovable Property in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these Rules;

1.6.22. “Rules” means the Rules as contained in this document as amended from time to time;

1.6.23. “Seller/s” means FIG TREE RIDGE TRUST (Registration No. IT270/2013), including its successors and assigns and/or; TERRAVIDA (Pty) Ltd (Registration No. 2008/023645/07), including its successors and assigns;

1.6.24. Any reference to the singular includes the plural and vice versa.

1.7. Any reference to natural persons includes legal persons and vice versa;

1.8. Any reference to gender includes the other genders;

1.9. Any word contained herein that is not defined shall have the same meaning as that given to it in terms of the MOI;

1.10. Should there be any conflict between the provision of these Rules and the provisions of the MOI, then the provisions of the MOI shall apply.

2. JURISTIC PERSONALITY AND APPLICATION OF RULES

2.1. The Association is a company as defined in the Act and has been incorporated and registered in terms of the Act.

2.2. In terms of Article 23 of the MOI, the Board is given the power to make Rules, as well as to substitute, add to, amend, or repeal same, for the purposes of management, control, administration, use and enjoyment of the Estate as a whole, and for the purposes of giving proper effect to the provisions of the MOI, and for any other purpose which they deem appropriate.

- 2.3. As from the date of promulgation of these Rules they shall be binding on all Owners/Residents, and all Owners/Residents shall be required to abide thereby.
- 2.4. Any contravention of the Rules by any person who gains access to the Estate under the authorisation of an Owner/Resident shall be deemed to be a contravention by that Owner and may result in the Directors imposing a financial penalty against such defaulting Owners/Residents as provided for in Article 25.
- 2.5. Members will also be responsible for any contravention of these Rules by any tenant, agent, employee, contractor, invitee, or any other person authorised to be on the Estate by such Member, Members should therefore ensure that such persons are aware and familiar with the Rules prior to entering the Estate.
- 2.6. Members are required to ensure that it is a condition of any lease of such Member's Dwelling in the Estate that the lessee shall be bound by this MOI and the Rules and that any breach of the MOI or Rules by the lessee shall be deemed to be a breach of the lease agreement entitling the Member as lessor to such remedies as may be appropriate.
- 2.7. The Directors may amend these Rules, by way of resolution, provided that such amendments shall be communicated promptly to the Members in writing.

3. LAND USE

- 3.1. Owners may carry out any farming activity within the Estate, but subject to the following:
 - 3.1.1. Compliance with their Farm Master Plan approved by the Association.
 - 3.1.3. Compliance with the Town Planning Scheme in force at any time or any other approved scheme applicable to the Estate from time to time.
 - 3.1.4. Compliance with the Codes of Good Farming Practices as determined by the Department of Agriculture from time to time.
 - 3.1.5. Compliance with the relevant environmental legislation governed by, but not limited to, the Department of Economic Development, Tourism and Environmental Affairs, the Department of Water and Sanitation as well as the Department of Environment, Forestry and Fisheries.
 - 3.1.6. The approval of the Association for any farming activity that is obtrusive or unappealing, including but not limited to, pig farming, poultry farming, any farming requiring excessive lighting, or any other farming activity considered by the Association to be obtrusive or unappealing from time to time.
 - 3.1.7. As the danger of swarms is generally underestimated the following rules were put in place to keep residents, animals and workers safe from bee attacks.

When placing a beehive, the following need to be avoided where possible:

- Pedestrians, children, and animals.
- Vehicle traffic.
- Lawn mowing and compost spreading.

The following rules must be followed at all times:

- Relocation of hives must only take place at night.
- No hives must be placed within 30m of any site boundary or road servitude.
- No hives must be placed within 30m of any common property, or any trails.
- FEFA must at all times be informed of the position of beehives on your property.
- Regular maintenance must be done on the beehives.

3.2. Prior to sub-division and incorporation into the Estate, Portion 106 (of 100) of the Farm De Jagers Kraal No. 874 (**“Portion 106”**), consisted of a fully functioning farm conducting sugar cane, compost, and instant lawn cultivation and after sub-division and incorporation into the Estate Portion 106 is and will continue to remain, engaged in these farming activities, including storage of farming equipment and hostel facilities for farm labourers. The following is recorded relating to Portion 106:-

- 3.2.1. A number of existing staff accommodation units are currently located on Portion 106 housing a number of employees currently employed by Nyathi Sugar and Living Earth (**“the Employees”**). As at 17 September 2020 82 (eighty-two) employees and family members are currently residing on Portion 106.
- 3.2.2. Due to the Employees being long standing employees of Nyathi Sugar and Living Earth, it is recorded that the Employees will continue to reside in the staff accommodation facilities on Portion 106 for so long as they are in the employ of Nyathi Sugar and Living Earth and subject to the Employees complying with the Rules at all times.
- 3.2.3. Nyathi Sugar and Living Earth will maintain a register of all Employees residing in the staff accommodation in Portion 106 and no new Employees will reside in the staff accommodation unless the number of Employees residing in the accommodation has been reduced to be in alignment with the Rules.
- 3.2.4. All Employees residing in Portion 106 will be registered on Estate security database as per the Security protocol.
- 3.2.5. Nyathi Sugar and Living Earth intend on upskilling the Employees within the Macadamia co-operation within the Estate or by allowing the Employees to be employed by the Members.

- 3.2.6. Members are encouraged to employ the Employees (or any other labourers already employed on the Estate) to provide services required prior to appointing new employees not working on the Estate.
- 3.3. Portion 112 (of 100) of the Farm De Jagers Kraal No. 874, situated within the Estate, is a registered compost site with a waste management license. In this regard it is acknowledged by all Owners that:-
 - 3.3.1. this site recycles waste materials and operates outside of normal business hours;
 - 3.3.2. there is no objection to the continued operation of the site for a maximum period until July 2024, at which date the compost site, if still in existence, will be removed by the Seller; and that
 - 3.3.3. any complaints regarding any nuisance caused by the site will first be exhausted with the Owners of the specific site before escalating the matter to the Association;
 - 3.3.4. the compost site will contribute a single levy to the Association for the duration of its operation.
- 3.4. No other commercial activity, apart from those activities mentioned above, shall be permitted within the Estate without first obtaining the prior written consent of the Association. The Association shall consider the impact of the proposed commercial activity on the environment, as well as its aesthetic effect, and any possible nuisance it may cause on the Estate before granting such consent.

4. FUTURE SUBDIVISION

- 4.1. Future subdivision of Portions 52, 107, 108, 112, 113, 114, 115 (of 100) of the Farm De Jagers Kraal No. 874:
 - 4.1.1. Owners accept and acknowledge that it has been disclosed to them that application has been made for the proposed further sub-division of the abovementioned portions into approximately 2ha (two hectare) Portions, as per the attached sketch plans marked Included in Annexure A, hereinafter referred to as "Phase 2".
 - 4.1.2. Owners specifically agree that the proposed Phase 2 is acceptable and reasonable, and that they shall not in any circumstances raise or lodge any objection whatsoever in respect of the proposed sub-division of these Portions situated within the Estate.
- 4.2. Owners may further sub-divide their Portions, subject to the prior written consent of the Association, which shall not be unreasonably withheld, and subject to the following:
 - 4.2.1. Municipal approval must be obtained.
 - 4.2.2. The zoning must remain 'Agricultural'.

- 4.2.3. The maximum number of Homesteads shall be 1 (one) per hectare or as per Council Regulations/Town Planning Scheme, but not more than 1 (one) per hectare.

5. COMMON FACILITIES AND ENVIRONMENTAL ASPECTS

- 5.1. Common Facilities layout plan – annexure “B” details to follow.
- 5.2. The Association 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 for the use by, and the enjoyment of, all Residents.
- 5.3. No person may use any Common Facility within the Estate unless a Resident is present at all times.
- 5.4. No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Facilities by Residents.
- 5.5. When submitting a Farm Master Plan, it is the responsibility of the landowner to ensure that the following are clearly indicated and adhered to
- 5.5.1 Environmental authorisation Annexure “C”.
 - 5.5.2 Environmental Management Plan Annexure “D”
 - 5.5.3 Conservation corridor/s as indicated on Annexure “A”.
 - 5.5.4 Any farming activity e.g., macadamia orchards.
 - 5.5.5 Any building activity.
- 5.5. Littering is strictly prohibited, and no person shall conduct any gardening and/or landscaping or pick any flowers or plants on the Common Facilities.
- 5.6. The disposal of building rubble is not permitted anywhere on the estate other than under the following circumstances:
- Permitted with approval from FEFA in the construction of any building on your property, but it must be covered up immediately after inspected by FEFA to ensure that no unauthorised material is used as a filler. The use of building rubble must (1) be indicated on the architectural submission drawings to FEFA and (2) only be under the building footprint. Building rubble and other refuse must be removed from the Estate to an approved dump or waste management site. Using rubble or refuse as a filler on our farmland is strictly prohibited.
- 5.7. Fires may not be lit on or about any areas comprising the Common Facilities, other than at a place designated for that purpose and then subject to a fireplace having been constructed at such place,

provided however, that due regard shall be had to the prevailing weather conditions before lighting any fire.

- 5.8. No person shall camp or picnic upon any place within the Common Facilities other than at a place which has been specifically designated for such purpose by the Association.
- 5.9. No person shall plant any plants, shrubs, bushes, or trees within the Common Facilities unless the same has been approved in writing by the Association.
- 5.10. All trails and paths within the Common Facilities shall only be used by pedestrians, cyclists, trail runners and horses unless the trail or path has been specifically designated for other uses by the Association.
- 5.11. All Residents shall ensure that the gates within the Common Facilities are kept closed at all times where applicable.
- 5.12. All Common Facilities shall at all times be under the control of the Association, and any duly appointed employee or official authorized by it, may order any person using such a facility to cease use thereof and leave/vacate such facility, if in the opinion of the duly appointed employee or official, whose decision shall be final, that such person is guilty of: -
 - 5.12.1. bad behaviour;
 - 5.12.2. the use of foul or bad or blasphemous language;
 - 5.12.3. indecent behaviour;
 - 5.12.4. interfering, preventing, or obstructing any person's use and enjoyment of such facility;
 - 5.12.5. generally behaving in an unacceptable manner according to the normal standards of behaviour that the FEFA requires and insists upon from all Members.
- 5.12. No snares, traps nor any similar device shall be permitted in the Estate.

6. HOLLA TRAILS & EQUESTRIANS

HOLLA TRAILS

- 6.1. Owners are aware that there is a network of 'mountain biking and trail running trails' situated on the Estate ("the Trails"), which will become registered Servitudes in favour of the Association.
- 6.2. Owners specifically agree to the continued operation of the Trails and the registration of the Servitudes in due course. The proposed Servitudes, and existing trail routes, are set out in annexure "D" hereto.

- 6.3. The Association has entered into an agreement with Holla Trails as annexed that contracts Holla Trails to be responsible for the operation, management, and maintenance of the Trails, and every Resident is entitled to free access to and use of the Trails within the Estate, and a 50% (fifty percent) discounted access to the Trails outside of the Estate.
- 6.4. The mountain biking, trail running, and horse trails are only to be used for the purposes of trail running, walking, horseback riding and mountain biking and trail users are not permitted to unnecessarily linger on the trails.
- 6.5. Holla Trails members are prohibited from deviating from existing demarcated trails. Crossing private property without authorisation will result in their membership being revoked.

EQUESTRIANS

- 6.6 All equestrians must become a member of the FEA (Fairview Equestrian Association).
- 6.7 Horses must remain on your property at all times, except when the horse and rider are on the designated horse trails.
- 6.8 The owners and riders must at all times adhere to the Fairview and FEA rules with regard to the safety of horses, riders, FEFA property, and other residents.
- 6.9 No visitors are allowed on the horse trails and common property without the presence of the resident.
- 6.10 FEFA and the FEA will not be held responsible/liable or accountable for any accidents, damage, injury, or illness to a resident, visitor, worker, or any horse on Fairview Estates.
- 6.11 The FEA is responsible to assure that members are compliant to all regulations.

7. DAMS, PONDS, STREAMS, AND WATER FEATURES

- 7.1. No person shall gain access to any dam via any property owned by another Owner and use shall be restricted to Common Facilities only.
- 7.2. No person shall launch upon any dam, pond or stream in the Common Facilities any motorised craft of any description, save such craft as may be required in connection with any work to be carried out on the instruction of or in connection with the affairs of the Association, provided further that the Association in its sole discretion may permit the launching of electric motorised craft (restricted to 55 pound thrust) or any other craft either generally or in relation to a specific craft, subject to such conditions as the Association may deem fit to impose.
- 7.3. Fishing in any dam, pond or stream in the Common Facilities is permitted subject to such conditions as the Association may impose from time to time.
- 7.4. No person shall pollute or permit the pollution of any dam pond or stream in the Estate by any substance which may, in any manner be injurious to any plant or animal or which may in any way be unsightly.
- 7.5. No person shall discard any litter or any article of any nature whatsoever in any dam, pond, or stream in the Estate.

- 7.6. No person shall dam or obstruct in any way whatsoever any stream or water feature in the Estate without the approval of the Association and the relevant government authority.
- 7.7. No person shall alter the flow of water within any water course, furrow, servitude, stream, or water feature without the approval of the Association and the relevant government authority.

8. FIRE BREAKS

- 8.1. The Association shall be a member of the North Coast Fire Protection Association. Fire protection shall be the obligation of every Owner together with the Association.
- 8.2. All Common Facilities open areas shall be deemed to act as firebreaks and shall be kept appropriately clear of vegetation by the Association.
- 8.3. Owners shall be required to adhere to all requests and instructions from the Association with regard to the protection of the Estate from any fire risk whatsoever.
- 8.4. Notwithstanding the above, every Owner shall be obliged to take out appropriate insurance for fire damage to their Property.

9. CONSTRUCTION OF DWELLINGS, ALTERATIONS AND ADDITIONS

- 9.1. The provisions of the MOI, Building Design Code, Farming and Landscaping Code, these Rules, the Security Protocol and Contractor's Protocol relating to the construction of buildings as issued by the Association from time to time shall be strictly complied with.
- 9.2. All structures and buildings already in existence as at 01 October 2019 are exempt from the Building Design Code. However, any future alterations etc will need to comply with the code.
- 9.3. In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the Estate, all purchasers of properties within the Estate shall be required to commence with the development of the property within 24 months from the date of transfer in accordance with the Farming & Landscaping Code, Building Code, and Council requirements.
- 9.4. Without limiting the generality of this clause, an Owner shall not be entitled to submit building plans for approval to the relevant local authority until such time as the Association's Design Review Committee approval has been obtained and the plans, specifications and construction thereof comply with the National Building Regulations and Building Design Code.
- 9.5. No building shall be erected on the Estate unless the plan has been approved by the relevant local authority and the Association in writing.
- 9.6. In compliance with Estate Guidelines, no construction of building platforms/earthworks may commence until site handover post Council approval, or FEFA written approval was received by owner.

- 9.7. Applications can be made to the Association to relax the Building Design Codes provided that the item being applied for is not visible to any neighbouring properties within the Estate.
- 9.8. If the Building Design Code is vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of the Building Design Code, the matter shall be determined by the Association's architect, appointed by the Association from time to time.
- 9.9. Any building or other structure to be erected on the Immovable Property shall be designed and supervised by an Architectural Professional accredited by the Association.
- 9.10. Every building contractor shall be required to abide by the Contractor's Protocol for the Association controlling construction activities and to sign such prescribed undertaking as may be determined by the Association with regard thereto. A building contractor will not be allowed to undertake any building work on the Estate until such time as the undertaking referred to in this Rule have been given.
- 9.11. Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the Contractor's Protocol may be denied access to the Estate.
- 9.12. New work, or work consisting of extended or altered floor area, may not be occupied without the work first being granted by both the Association's consent to occupy and the Local Authority's Occupation Certificate where applicable.
- 9.13. No Owner shall be permitted to erect overhead cables on their property without the written approval of the Association.
- 9.14. No contracted construction related activities shall take place on Saturdays, Sundays, or Public Holidays. No construction related activities may take place during the annual builders' shutdown (the dates of which are varied annually by the Master Builders Association, but which normally covers the period from 16 December to 8 January each year). This Rule may be relaxed by the Association, in its sole and absolute discretion, in specific and exceptional circumstances, on advance written application to the Association.

10. LANDSCAPING

- 10.1. Farm Planning and Landscaping guidelines shall be prescribed by the Association and shall be enforceable by the Association. Owners will be required to submit a Farm Masterplan to the Association in compliance with Fairview Estates Farming and Landscaping Code.
 - 10.1.1. Landscaping shall be harmonious with the building code and in line with the style, amenity, and overall ethos of the Estate.
 - 10.1.2. Owners shall be responsible for the removal of invasive alien species from their Properties.
 - 10.1.3. The Polyphagus Shot Hole Borer (*Euwallacea fornicatus*) ("PSHB") poses a major risk to the agricultural activities and ecology of the Estate. The Association retains the right to act in

any way deemed necessary to prevent and contain the spread of PSHB in the Estate, including eradicating host trees at the expense of the Owner of the trees. Owners shall not plant any reproductive hosts on the Estate.

- 10.2. The Association reserves the right to implement stricter landscaping design restrictions should this be necessary in the future.

11. USE AND OCCUPATION OF HOMESTEADS AND DWELLINGS

11.1. Number and use of Dwellings

- 11.1.1. Owners may not construct more than 1 (one) Homestead per 1 ha (one hectare) of Immovable Property, and subject to the Town Planning Scheme regulations or any other approved scheme applicable to the Estate from time to time.
- 11.1.2. The use of a Dwelling shall be governed by the Town Planning Scheme in force at any time or any other approved scheme applicable to the Estate from time to time. A Dwelling may be used for residential purposes only.
- 11.1.3. The number of Staff Dwellings shall be limited to two as per Building Code. Staff Dwellings shall not be utilised for any other residential purpose other than staff and shall not be rented out.

11.2. Occupation

- 11.2.1. The maximum number of persons allowed to reside at one time in one Dwelling shall not exceed the number of legitimate bedrooms in the Dwelling multiplied by two.
- 11.2.2. Notwithstanding the above, the Association may after written application allow more than the maximum numbers of persons to be accommodated in such Dwelling.
- 11.2.3. Where any Property is owned by more than one person, the owners shall elect one person as the primary contact for the Property concerned and shall notify the Association of the name and address of such primary contact.
- 11.2.4. Every person who occupies a Property within the Estate either as an owner, tenant, or occupier, shall be obliged to have a registered contact number, such requirement arising from the Associations general security controls and the control of persons entering and leaving the Estate.
- 11.2.5. Only 2 (two) staff members are allowed to live on the property.

11.3. Drying of washing

- 11.3.1 No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying yard. Items of washing must not be visible from the road and must be reasonably screened from the direct view of neighbours. Exceptions to this Rule will be allowed only where the physical levels of adjacent Dwellings dictate that drying yards at lower levels may be visible from higher positions. In such cases residents at lower levels should attempt as far as possible to minimise the untidy display of washing, etc.

11.4. Storage of gas bottles

Gas bottles (LPG containers) must be enclosed, roofed, and ventilated in accordance with the applicable building by-laws and Building Design Code.

11.5. Generators

Generators are to be regulated by the Association and are only permitted if authorised in writing by the Association. Generators which cause a nuisance to any Resident in the Estate are strictly not permitted.

11.6. Storage of harmful / inflammable substances

- 11.6.1. No harmful substances or substances which contravene any applicable building by-laws or other laws may be kept on the Estate.
- 11.6.2. No person shall keep anywhere in the Estate any inflammable substance, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic and agricultural use.

11.7. Attachments to Dwellings

Nothing may be placed on or attached to a Dwelling, other than in accordance with prior written approval from the Association.

11.8. Fences

Where additional fencing is required (other than that approved on original plan submissions), the style, and position must be strictly in accordance with the Building Design Code and no fencing may be installed until written approval of the Association has been obtained. Safety fences shall be erected where deemed necessary as determined by the Design Review Committee, the Association or Local Authority.

11.9. Children's Playhouses/Jungle Gyms

Free standing dolls houses, children's playhouses and/or jungle gyms (play centres) in gardens provided they are in line with the style and amenity of the Estate (*See Building Code Page 10, External Elements*) and will have no possible negative impact on neighbours. It is recommended liaison be made with neighbours before any of the above are installed.

11.10. Garden/Tool Sheds

Free standing sheds for tools or gardening equipment are required to be shown on a Farm Master Plan, with written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate and will have no possible detrimental effects on neighbours. Garden/Tool sheds may under no circumstances be used for habitation purposes.

11.11. Gazebos / Fire Pits

Gazebos / fire pits in gardens are only allowed provided they are in line with the style and amenity of the Estate and the Building Design Code, and further have no possible negative impact on neighbours.

11.12. Enclosed Verandas

Should an Owner enclose a veranda in accordance with the Building Design Code and Design Review Committee and Local Authority approval, the veranda must retain the appearance of a veranda and the following should be noted: -

11.12.1 No curtains may be hung in the glass frontage of the enclosure;

11.12.2 The tiled patio type floor finish must remain – no carpets may be fitted; and

11.12.3 No internal doors/windows leading onto or overlooking the enclosed veranda may be removed.

11.13. Burglar Guards/Security Gates

No Owner or occupier of a Dwelling shall install any locking or safety device, safety gate or insect screen on the exterior of his Dwelling or any burglar bars either internally or externally of his Dwelling except in accordance with the Building Design Code and with the prior written approval of the Design Review Committee.

11.14. Curtains, Blinds and Linings

Curtains, linings, shutters, blinds, or any other fitment on windows directly visible from the outside of a Dwelling must be of an appearance which is harmonious to the general Estate.

11.15. Appearance from outside

- 11.15.1. The Owner or occupier of a Dwelling shall not place or do anything on any part of the Immovable Property (including entertainment area balconies and gardens) which, in the discretion of the Association, is aesthetically displeasing or undesirable when viewed from the outside of the Dwelling.
- 11.15.2. No Owner or occupier of a Dwelling shall install any locking or safety device, safety gate or insect screen on the exterior of the Dwelling or any burglar bars either internally or externally of the Dwelling that is visible from any other property on the Estate except in accordance with the Building Design Code and with the prior written approval of the Design Review Committee.
- 11.15.3. Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or whatever, which in the opinion of the Association, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be in view from any part of the Estate.
- 11.15.4. Garage doors must be positioned as far as possible, to face away from the road, public spaces, and adjacent homesteads.
- 11.15.5. No flags, flag poles or religious symbols may be displayed or erected anywhere within the Estate that is visible from any other property.

11.16. Parking of Vehicles

- 11.16.1. Garages may not be used for living quarters or any other similar uses.
- 11.16.2. Should a garage be used for any purpose other than parking of cars, the garage doors need to be screened off from public view.
- 11.16.3. Vehicles may not be parked and left unattended out in the open fields or any Common Facilities for extended periods of time, at the discretion of the Association.
- 11.16.4. **No caravans, boats, trailers, or any other vehicle may be parked/stored for a period longer than 48 hours and visible from another property and/or primary road/s or secondary road/s.**
- 11.16.5. Any vehicle parked/stored in contravention of Rules 11.16.3 and 11.16.4 will be given notice. Should the vehicle not be moved within the notice period, a fine will be applicable and it may be removed from the Estate by the Association and the Owner shall be responsible for all costs so incurred.

12. UPKEEP AND MAINTENANCE OF DWELLINGS

12.1. External Maintenance

The exterior of every Dwelling together with its fences, screens, arches, driveways, yards, boundary walls etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat, and befittingly repaired, painted, and properly kept condition. Prior to any painting of the exterior of any Dwelling it is required that the approval of the Association is obtained for the colours to be used. Where in the opinion of the Association the condition of a Dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost hereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

12.2. Sewage Disposal

12.2.1. Sewage disposal is by way of septic tanks at the Owners responsibility and cost.

13. UPKEEP AND MAINTENANCE OF FARMS AND GARDENS

13.1. Every Owner shall be obliged to maintain his/her specific Immovable Property to the standards as determined from time to time by the Association and must comply with the Farming and Landscape Code and any other applicable guidelines.

13.2. Lawn grass is to be cut regularly and is not to become overgrown.

13.3. Planting on the areas comprising of the Common Facilities is not permitted without the written consent of the association.

13.4. Cognisance should be taken of the eventual height and width of fully grown trees and plants when planting on boundaries, driveways and/or roads. If trees and/or plants cause a nuisance or obstruct the view of drivers, they must be trimmed to an acceptable size or removed.

13.5. No soil must be allowed to wash onto verges, pathways, or roads. All banks onto verges, pathways or roads must be retained in accordance with the Building Design Code.

13.6. Where in the opinion of the Association the condition of a farm or garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

13.7. The Owner shall, in circumstances where an Owner wishes to contract with a garden service, utilise a garden service accredited by the Association.

- 13.8. Garden refuse generated privately by the Owner shall either be: -
- 13.8.1. dropped off by the Owner at the nominated garden waste disposal site on the Estate;
 - 13.8.2. composted on the immovable Property in a discrete compost pile that is not easily visible to other properties or roads. Compost piles on properties may not be bigger than 3 m (L) x 3 m (B) x 1.8 m (H). The Owner is responsible for ensuring that the compost piles do not spontaneously combust;
 - 13.8.3. disposed of by any other method made available by FEFA.
- 13.9. Garden refuse created by a landscaper and/or garden services must be removed by that Contractor from the Estate or added to the compost pile on the property on that day.
- 13.10. Burning of scrub, bush, or garden (or other) refuse is entirely prohibited. Members are to note that the potential liability for a spread of fire to high value crops and homes is most significant and sits with the landowner.
- 13.11. Controlled burning of sugar cane is only permitted by a commercial farmer with suitable and manned firefighting equipment at the site of the burn. No cane burning on RED days.
- 13.12. No animal carcasses may be buried on the Estate.

14. DOMESTIC REFUSE

- 14.1. The removal of domestic and other refuse shall be under the control of the Association who may, in exercising their functions in this regard from time to time by notice in writing to all persons concerned:
- 14.1.1. stipulate the type and size of refuse containers to be used;
 - 14.1.2. give directions in regard to the placing of such refuse for collection;
 - 14.1.3. require the payment of a reasonable charge for the provision of such containers.
- 14.2. It shall be the duty of every Member to ensure that such directions given by the Association are fully observed and implemented.
- 14.3. No person shall keep any refuse within or outside his Property except in the containers as aforesaid.
- 14.4. Containers shall not be kept in any place outside any Property or where they may be seen from outside the grounds of such Property, except in such places as may be specifically set aside therefore or as may be approved by the Association from time to time.
- 14.5. All domestic refuse shall be placed in approved plastic bags and stored in a green wheelie bin which must be monkey-proof, supplied by the Owner, in the Owner's drying yard. On the prescribed day and

at the prescribed time, the Owner must place the wheelie bin on the road verge ready for collection. Once emptied, the Owner must return the wheelie bin immediately to the Owner's drying yard.

- 14.6. Domestic refuse may not be put out on any day other than the appointed one, nor overnight nor on weekends.
- 14.7. Bulk refuse or where refuse is of such size or nature that it cannot be removed from the Estate by the normal service, is the responsibility of the Owner and the Owner shall make special arrangements with a private contractor for its removal – all costs thereof shall be for the Owner's account.
- 14.8. Where in the opinion of the Association the appearance of a property is not up to the required standards of the Estate due to the presence of what the Association regards as bulk refuse, the Association shall give written notice to the Owner to remove said Bulk Refuse within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out such work and recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

15. THE RIGHT TO KEEP AND CONTROL OF PETS

15.1. Dogs

- 15.1.1. Dogs must be kept in suitable enclosures within a fenced area in the immediate environment of the specific Dwelling and are not permitted to stray freely.
- 15.1.2. Each dog must at all times wear a collar with a name tag indicating the owner's name and telephone number.
- 15.1.3. Stray dogs without a name tag will be handed over to the SPCA and any costs incurred will be for the Owner's account.
- 15.1.4. Dogs shall not be allowed onto any areas comprising the Common Facilities unless under strict control and on a leash. If any dog damages any property or defecates on any Immovable Property or on any areas comprising the Common Facilities, the Owner shall be required to repair the damage and/or remove the faeces, as the case may be. To this end dog owners are advised to carry a scooper and plastic bags when on the any areas comprising the Common Facilities. Excrement is to be placed in the sewerage system and not in the refuse bins.

15.2. Cats

- 15.2.1. All female cats must be spayed, and tomcats neutered, and a veterinary certificate of compliance produced when permission is sought to keep the pet.
- 15.2.2. Each cat must at all times wear a collar with a name tag indicating the owner's name and telephone number.

- 15.2.3. All cats must be microchipped, and a certificate of compliance produced when permission is sought to keep the pet.
- 15.2.4. It is a requirement that cats be restricted to the property of its owner at all times.
- 15.3. Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. and no pet may be left alone in a Dwelling for an extended period of more than twelve hours. In the event of a resident of the Estate complaining in writing to the Association that a pet barking, howling, squawking, etc. constitutes a nuisance, the Association will investigate the matter, make a finding and recommendation to the Board. The Board may make an order including that the pet shall, forthwith be removed from the Estate, which order shall be final, and binding and any costs incurred will be for the Owner's account.
- 15.4. Any animal being on the Estate in contravention of these Rules shall be removed forthwith on notice from the Association.
- 15.5. Local Authority by-laws relating to pets must be complied with (i.e., licensing/numbers/rabies inoculations etc.).

16. LETTING AND RESALE

- 16.1. Conditions for Letting
 - 16.1.1. The consent in writing of the Association must be obtained by the Owner prior to the advertising for renting /leasing of a Dwelling, which consent, subject to all levies being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. Prior to issuing the consent, the Immovable Property will be inspected for compliance and all non-compliance issues listed must be attended to prior to the issue of the consent.
 - 16.1.2. An Owner who intends to let a Dwelling must make use of the Association's Standard Lease Agreement, and shall along with his proposed tenant, complete the formalities, requirements and documents as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of tenants. It must be noted that a Dwelling must be leased as a whole and no "part of a Dwelling" may be leased or let for any period of time, without the consent of the Association. Short-term letting of less than 6 (six) months is prohibited.
 - 16.1.3. The Owner must inform his tenant of these Rules and must agree with the tenant, as a stipulatio alteri in favour of the Association, to be bound by the terms and conditions of these Rules, and any such contravention by the tenant of these Rules shall be deemed to be a contravention by the Owner.
 - 16.1.4. Should any tenant be considered in the opinion of the Association to be or to have become unsuitable or undesirable, the Owner shall on notification from the Board of the

Association immediately serve such tenants with a notice to depart from the Estate within one month. No reasons for its opinion need be given by the Board. Any costs incurred through termination of any agreement with a tenant shall be for the Owner's account and no claim for loss of damages in this connection will be entertained by the Association.

- 16.1.5. Use of the Association's Lease Agreement is mandatory and is available from the office of the Association.
- 16.1.6. There shall be an administration fee due and payable to the Association, regarding any lease concluded within the Estate, which shall be calculated at 1 % (One Per Centum) of the total value of the lease ("the Lease Administration Fee").
- 16.1.7. Where an Owner wishes to let a Property privately without the services of an Estate Agent, the Owner shall be obliged to contact the Estate manager's office and utilize the standard Estate Lease Agreement owned by the HOA as set out above. In this event the Lease Administration Fee shall be due and payable by the Owner directly to the Association before the tenant takes occupation of the Property.
- 16.1.8. The Association reserves the right to withhold access of a tenant should a copy of the signed Lease agreement, or the new or renewed Lease Agreement not be filed with the Estate Office, within 7 (seven) of commencement or renewal.

16.2. Conditions for Selling

- 16.2.1. An Owner wishing to sell or transfer his Immovable Property must comply with all the requirements and special conditions as prescribed by the Association.
- 16.2.2. A consent to sell must be obtained by the Owner in writing of the Association prior to the advertising for sale of the Immovable Property, which consent, subject to all levies being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. Prior to issuing the consent, the Immovable Property will be inspected for compliance. All non-compliance issues listed must be attended to prior to the issue of the consent to transfer referred to below.
- 16.2.3. The consent to transfer ownership of Immovable Property within the Estate must be obtained in writing from the Association by the Conveyancers upon payment of a prescribed fee, which fee is to be determined annually by the Board of the Association. The consent shall only be provided once the Owner has settled all levies and fulfilled all other obligations to the Association, and the new owner has signed an application for membership of the Association, agreeing: -
 - 16.2.3.1. to become a member of the Association and to abide by its Memorandum and, Rules and any other requirements of the Association;

16.2.3.2. that it is his responsibility to ensure that the Immovable Property acquired complies in all respects with the Local Authority by-laws, regulations, and any other laws applicable to the erection and ownership of property from time to time including the Memorandum and Rules of the Association, the Association being free from all liability in respect thereof, and nothing herein, nor in the Memorandum and Rules of the Association shall be construed as a representation by the Association that the said Immovable Property is in all respects compliant therewith; and

16.2.3.3. such application has been accepted by the Association and all amounts due and payable have been paid or secured to the satisfaction of the Association.

16.2.4. In the interest of maintaining the security and standard of the Estate, any sale of concluded in the Estate, shall only be effective if concluded in compliance with standard sales documentation owned by the Association which incorporates the MOI, Rules, and other Association documentation.

16.2.5. There shall be a Levy Stabilisation fee due and payable by the Owner to the Association, regarding any sale concluded within the Estate, which shall be calculated at 1 % (One Per Centum) of the selling price, or 1% (One Per Centum) of the market value of the Immovable Property where 16.5 below applies.

16.3. Use of Estate Agencies

An Owner wishing to dispose of Immovable Property within the Estate and who requires the services of an Estate Agent in regard to such disposal must arrange the sale through an estate agent accredited by the Association. Showhouses are not permitted, and viewing must be “by appointment” only. The Estate Agent must utilise the Association’s standard Sales Documentation and must comply with the Estate Agent Appointment Agreement.

16.4. Private Sales

Where an Owner wishes to sell privately and does not wish to use an estate agency this may be done provided it is a genuine private sale, but in order to ensure all requirements of, and obligations to, the Association are met prior to the actual sale, the Owner must utilise the Association’s standard Sales Documentation. The Owner acknowledges that the Association is entitled to charge a reasonable administration fee, at its discretion, in consideration for the use of the Association’s Sales Documentation and for attending to its formalities in this regard.

16.5. Change of Ownership (Corporate or Trust owned sections)

If an Owner is a company, close corporation or trust, then no shares, member’s interest or beneficial interest in the Owner shall be allotted or transferred so as to result in the alteration of the control of the Owner except with the prior written consent of the Association (which consent shall not be unreasonably withheld) and after the Association has issued a clearance certificate to the effect that

all levies have been paid or that provision has been made to the satisfaction of the Association for the payment thereof and all other conditions of the Association have been met. Where the change to ownership occurs as set out above, the new ownership shall be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place. At reasonable times, an Owner shall permit the Association, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters of Authority, and any other document as requested in order to ascertain details of the Owner.

16.6. Public Auctions

Public Auctions on the Immovable Property are prohibited.

17. CONDUCT

17.1. No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Residents. In particular, and without limiting the generality of the foregoing:—

- 17.1.1. burglar alarms must comply with Rule 19.3 and any regulations which the Association may make with regard thereto from time to time;
- 17.1.2. all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 17.1.3. the use of noisy farming machinery and power tools outside of normal working hours, Monday to Friday from 6:00am to 5:00pm and Saturdays from 7:00am to 2:00pm, must be avoided wherever reasonably possible. The use of noisy machinery and power tools, which are not farming related, is prohibited outside of normal working hours and on Sundays and Public Holidays;
- 17.1.4. all work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for building contractors, currently limited to the hours between 7:00am and 5:00pm, unless written approval is given by the Association for building operations to take place outside such hours. Owners must ensure that all builders/contractors comply with the Rules and the Contractor's Protocol and Security Protocol;
- 17.1.5. loud music is not allowed, and all other undue noise must cease between 10:00pm and 6:00am on Sunday to Thursday, and between 11:00pm and 7:00am on Fridays and Saturdays. The Association may, at their sole discretion, grant extended hours for special occasions upon written request for same by the owner concerned;
- 17.1.6. no animal, bird or reptile may be slaughtered within the Estate without the written permission of the Association;

- 17.1.7. Feeding, interacting, or taming of the wild monkey populations is strictly prohibited. Monkeys must be strongly discouraged from entering homes and becoming a nuisance on the Estate. The Association shall be entitled, but not obliged, to take whatever legal measures necessary to control the monkey populations on the Estate where required;
- 17.1.8. discharging of any firearm, or other lethal or potentially lethal weapon, is strictly prohibited without the written permission of the Association; and
- 17.1.9. fireworks are strictly prohibited.
- 17.2. The following behaviour will not be tolerated:
 - 17.2.1. drunk and/or unbecoming behaviour on the common areas of the Estate;
 - 17.2.2. malicious damage to Immovable Property/Common Facilities;
 - 17.2.3. driving or operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede ability to control vehicles;
 - 17.2.4. being in possession of Estate property unlawfully;
 - 17.2.5. reckless endangerment of lives or persons/animals/birds on the Estate;
 - 17.2.6. assault, attempt there-of, intimidations or threats of violence;
 - 17.2.7. public indecency; and
 - 17.2.8. illegal trespassing.
- 17.3. All Estate bulk supply installations, waterworks, generators, pumps, etc. are strictly out of bounds to everyone other than the Board and their appointees.
- 17.4. Signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, estate agents “to let” and “for sale” boards and the like).

18. TRAFFIC

- 18.1. Road traffic legislation, regulations and ordinances shall apply on the Estate. For the purpose of these Rules, “vehicle” shall mean a vehicle as defined in Section 1 of the National Road Traffic Act No 93 of 1996, as amended from time to time, including any device designed or adapted mainly to travel on wheels.
- 18.2. Deliveries are not permitted without the consent of the Association on Sundays or public holidays, nor before 07:00 and after 18:00 on weekdays nor before 07:00 and after 13:00 on Saturdays.

- 18.3. Motorised or battery driven vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licenses.
- 18.4. No person shall drive any vehicle at any place within the Estate except:-
 - 18.4.1. upon any road or track which is specially designated as being for vehicular use; and
 - 18.4.2. upon their own property.
- 18.5. A maximum speed limit of 40 (forty) km/ph. shall apply on the residential road, provided that lower speed limits may be imposed by the Association where it deems fit.
- 18.6. The Association may by means of appropriate signage give directions as to the use of any portion of the road, or common areas.
- 18.7. Pedestrians, cyclists, and wildlife must be given the right of way on the roads within the Estate.
- 18.8. The roads are "private" and shall be maintained by the Association up to the end of the common servitude road.
- 18.9. No off-road motorcycles and quad bikes shall be allowed anywhere within the Estate, save those employed by the farmer / farm manager or the security companies in exercise of their duties. "Roaring" or recreational use on private properties or around the Estate and use of the roads in the Estate for motorised entertainment is prohibited.
- 18.10. Skates (skateboards, in-line skates, roller blades, roller skates, cycles etc.) may not be used on the road in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating and get off the road when pedestrians or vehicles approach.
- 18.11. No repairs to or dismantling of any vehicle or equipment may be carried out on the Estate, unless this is done inside a private garage or area not visible from any Common Facility, except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 18.12. Oil, grease, or fluid must not be allowed to soil any portion of the any areas comprising the Owner's Immovable Property or Common Facilities and should this occur, the Owner shall be responsible to expeditiously clean and remove all traces.
- 18.13. No vehicles in excess of 8 tons used for non-agricultural purposes may enter the Estate.
- 18.14. Operating any kind of vehicle on the Estate while under the influence of alcohol or drugs, which may impede ability to control vehicles, is prohibited.
- 18.15. Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

- 18.16. The use of car hooters within the Estate to beckon or attract Residents or domestic workers is prohibited.
- 18.17. The directors reserve the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings, that they in their discretion deem necessary.

19. SECURITY

19.1. General Security Procedures

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to the Estate. To this end, Residents must familiarize themselves with, and abide by the Security Protocol, a copy of which is available from the office of the Association.

19.2. Private Security

Residents employing their own private security guards may do so only after first obtaining written permission from the Association.

19.3. House Alarms

Should a home alarm system be required, it is a requirement of the Estate that the Owner contract with the security provider contracted to the Estate. All systems are to be of the silent alarm type so as not to cause any disturbance to neighbours.

19.4. Reporting to Security

Security is a shared responsibility. Members must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

19.5. Registration of Owners, Residents, Tenants, and Employees

Application for registration must be accompanied by the individual's identity document and payment of a fee (as prescribed from time to time).

19.6. Access/Egress

All exit/entry movements are recorded on the Security computer and are identifiable to an individual.

19.7. Employees

- 19.7.1. Prior to being engaged to work in the Estate, the Resident shall apply for registration of any proposed permanent or part-time domestic workers, maids, general assistants, cleaners, gardeners, farm labourers etc. in compliance with the Security Protocol. Such application shall be accompanied by each employee's I.D. book, and a signed employment contract, and the payment of a fee as prescribed from time to time. Such registrations shall be subject to clearance by Security or the Association. All employees requiring access to the Estate will be required to sign a Consent Form for the taking of fingerprints and criminal checks for security clearance purposes which shall at all times be subject to security safeguards in compliance with sections 19 - 22 of the Protection of Personal Information Act No.4 of 2013. Should the services of any employee be terminated, for whatever reasons, then Security and the Association must be notified immediately by the owner or the resident in order that de-registration may be affected immediately.
- 19.7.2. The Association shall be entitled to withhold its consent to the application where it is of the opinion that the proposed employee is either unsuitable or would involve a security risk if employed within the Estate.
- 19.7.3. In granting the application, the Association may impose certain terms and conditions relating to the employee's employment, where it deems such imposition necessary.
- 19.7.4. It shall be a material term of any employment contract granted by a Resident to an employee, working within the Estate, that the employee is required to comply fully with the rules of the Estate at all times, and that any breach of these rules would constitute a breach of the employment contract with immediate dismissal and removal from access to the Estate as a possible sanction.
- 19.7.5. The Resident shall be responsible for the employee's conduct and behaviour within the Estate as well as for any authorised visitor of such employee who enters the Estate.
- 19.7.6. Live-in employees shall be limited to 2 (two) per household, and no live-in employee may have an overnight visitor or co-habitant on the Estate, except with the written permission of the Association.
- 19.7.7. When inside the Estate, employees must utilise the official roads and they are not permitted to wander around the Estate or through the conservancy areas, Holla Trails, or private properties unless in the course of their duties.

19.8. Contractors

- 19.8.1. Prior to being engaged to work in the Estate, the Resident shall ensure that a contractor abides by the Contractor's and Security Protocols as amended by the Association from time to time. A contractor will not be allowed to undertake any work on the Estate until such time as he has complied with any and all obligations required of him in accordance with the aforesaid Contractor's and Security Protocols.

19.8.2. Contractors shall under no circumstances be permitted to stay overnight in the Estate and are not permitted to leave the Immovable Property on which they are employed / contracted. Contractor's must be transported by vehicle to and from the main entrance to the Immovable Property on which they are employed / contracted, should they be required to work anywhere else within the Estate they must be transported there - they are not permitted to walk between properties.

19.8.3. Any contractor who fails to comply with the provisions hereof may be denied access to the Estate.

19.9. Visitors / Services / Deliveries

19.9.1. Owners/Residents must comply with the general security procedures in place, and as amended by the Association, from time to time.

19.9.2. A Member is required to provide any person other than a permanent resident with an access code via the MyEstateLife app permission to enter his Property on the Estate.

19.9.3. Such request shall contain:-

19.9.3.1 the name of the person to be admitted;

19.9.3.2 if more than one, the number of persons;

19.9.3.3 the date and approximate time of arrival.

19.9.4. In the event of a visitor arriving at the Main gate and there being no request as set out above, the Member shall be contacted telephonically by the security, failing which access to the Estate shall be denied to the visitor.

19.9.5. Visitors shall gain access/egress via the Resident concerned only. Should a visitor arrive unannounced at a gate and the Resident be unavailable the visitor will not be allowed entry.

19.9.6. Residential Guests

Where Owners/Residents have guests legitimately staying with them for a short period of time not exceeding twenty-one days and temporary personal access for such guests is required, the responsible Resident shall make special application to the Association for limited period access and pay a fee as prescribed from time to time. Owners/Residents having guests residing with them for periods longer than 21 days and requiring access shall apply to the Association for registration as for full time residents.

19.10. Procedure at Gate

Every Resident shall stop at the security control gate, utilise the “reader” and then proceed when the gate opens. Tailgating is prohibited.

19.11. Guarding Service

Any dissatisfaction with, or complaint against, any guard or security service must be put to the Association.

19.12. Respect for Guards

The guards on the Estate have very specific jobs to do under strict rules. Abuse of guards by Residents cannot be countenanced and is strictly prohibited.

20. LEVY PAYMENTS

20.1. Owners are required to pay levies in full and in advance by the 1st day of each and every month. In order to ensure this, the conditions of sale specify that each Owner must complete a debit order in favour of the Association on an account with a South African registered Commercial Bank.

20.2. Where, for whatever reason, an Owner becomes in arrears at the 7th of the month, such Owner shall pay interest, at 3% above the current prime overdraft rate of First National Bank (per annum), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

20.3. Where Owners are still in arrears at the end of a month the Association may apply to the Ombud in terms of Act 9/2011 for appropriate relief. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner’s account.

20.4. All debts of whatsoever nature including but not limited to interest, fines, collection fees and charges payable in terms of these Rules due by an Owner to the Association shall be included in the levy account and deemed to be part of the levy due by the Owner and subject to the Rules applicable to levies.

20.5. Levy amounts may not be reduced either against real or perceived, partial, or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Association in writing.

20.6. In the event of the Association instructing an attorney to take any steps against an Owner as a result of such Owner failing to pay any amount owing by him, then such Member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.

20.7. In the event that an Owner owes the Association an amount in excess of R500,00 (five hundred rand) and the amount is not in dispute, then in addition to any legal action which may be instituted, such Owner will lose his rights as a Member as follows:-

20.7.1. the use of the Facilities and Common Area will be denied to the Owner;

- 20.7.2. the Owner will have no rights at any Annual general, General or Special meeting of the Association;

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21. INSURANCE

- 21.1. Insurance cover for Common Facilities is the responsibility of the Association.
- 21.2. An Owner shall be required to submit proof to the Association that adequate annual comprehensive building cover, for the full replacement cost of the Dwelling and all improvements to the Immovable Property, is in place and shall remain in place, with reference to industry norms, prior to taking occupation of a Dwelling.
- 21.3. An Owner shall not cancel or alter the aforesaid cover without the written approval of the Association first being had and obtained.
- 21.4. The Association shall be entitled to demand proof of adequate insurance on an annual basis.
- 21.5. Household contents cover is the responsibility of the Owner/Resident.

22. BREACH OF OR FAILURE TO COMPLY WITH THE RULES

- 22.1. In the event of any breach of these Rules by the Owner or any of the Owner's tenant, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the Owner or any tenant, such breach shall be deemed to have been committed by the member himself. Should a Resident commit a breach of, or not comply with, any of these Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Association to remedy such breach or non-compliance, the Association, shall be entitled to take such actions as are available to it in terms of these Rules, Act 9/2011, and the Act, whichever is applicable.
- 22.2. Notice of breach or fine will be given in writing to the Owner guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such Owner, and will contain the following information: -
- 22.2.1. nature of the breach;
- 22.2.2. the time period, if applicable, in which the breach is to be remedied;
- 22.2.3. the fine imposed by the Association on the Owner for committing such breach;
- 22.2.4. or the time, date, and place of the hearing at which the Association's Committee will adjudicate upon the breach if the Owner wishes to implement Rule 21.4;

- 22.2.5. the manner in which, and the date by when the Owner must notify the Association that he intends disputing the fact that he/she has committed a breach of these Rules; and
- 22.2.6. any other information the Association may deem necessary.
- 22.3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the Owner's address by either affixing such notice to a prominent fixture on the Immovable Property or by placing the notice in the Owner's appointed letter/post box or by means of a registered address or provided by email.
- 22.4. In the event of any Owner disputing the fact that he/she has committed a breach of these Rules, a Committee, consisting of the Chairman together with two other Directors appointed by the Association from time to time, will adjudicate upon the issue with a view to resolution in such manner and according to such procedure (provided that natural justice will be observed) as the Chairman may direct. If the Owner is unhappy with the outcome, the Owner may make application to the Ombud in terms of Act 9/2011 for appropriate relief.
- 22.5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules or any condition or director given in terms thereof, will be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.
- 22.6. See the Estate Rules Transgression Chart ("ERTC") below for a guideline of the fines and penalties for transgressions of these Rules. The ERTC is merely a guideline and is subject to change at the discretion of the Directors.

23. DISPUTES

- 23.1. In the event of differences or annoyances arising between Owners/Residents, parties shall, in the first instance, attempt as far as possible to settle the matter between them while exercising respect, tolerance and consideration.
- 23.2. Should any dispute between Owners/Residents not be resolved privately, then an appeal may be made in writing to the Association seeking a ruling/resolution to the problem.
- 23.3. Any dispute, between Owners/Residents or between the Association and an Owner/resident, in connection with or related to the MOI, these Rules, or any other ruling in regard to the rights, obligations or liabilities of the Association or a Member which remains unresolved shall be submitted to the Ombud in accordance with Act 9/2011.

24. DISCLAIMER OF RESPONSIBILITY

- 24.1. The Association, its employees, servants, agents and lawful invitees, and the Developer, shall not be liable to any Owner or any of the Owner's tenants, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the Owner or any tenant for any injury

to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association, its directors, officers and appointees, be responsible for any theft of property occurring on the Estate. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

- 24.2. Owners shall hereby accept responsibility for and indemnify the Association and its employees, servants, and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clause 20.1 above.

25. ESTATE RULES TRANSGRESSION CHART

- 25.1. Insofar as the Articles contemplate the Directors imposing fines upon a Member pursuant to a breach of the Articles and/or Rules and/or the Design Code and/or of any directive of the Association, the Directors set out hereunder, as a guide only, the following categories and scales of fines: -

NO.	DESCRIPTION	PENALTY
1	DISTURBANCES (Warnings for first offense)	
a	Domestic noise	R 500.00
b	After hours social noise	R 500.00
c	Domestic Animal noise disturbances	R 500.00
2	DOMESTIC REFUSE & WASTE (Warnings for first offense)	
a	Refuse not disposed of in accordance with the FEFA rules	R 300.00
3	ANIMALS	

a	Dogs walking without a leash first transgression	R 500.00
b	Dogs walking without a leash second transgression	R 2 000.00
c	Dogs walking without a leash third transgression	Remove Animal from Estate
d	Dogs attacking residents, visitors, contractors, other dogs, or animals, etc when off their owners' property.	R 4 000.00 and remove Animal from Estate
e	Dog & Cat littering on Common Facilities or on neighbouring property.	R 500.00
f	Cat causing nuisance first transgression	R 500.00
g	Cat causing nuisance second transgression	R 1 000.00
h	Cat causing nuisance third transgression	Remove Animal from Estate
4	VISITORS & EMPLOYEES (Warnings for first offense)	
a	Employees not enrolled on the database	R 500.00
b	Visitors not adhering to security protocol	R 500.00
c	More than two live in Employees (2ha properties only)	R 500.00
5	TRAFFIC & TRANSPORT OFFENCES	

a	Speeding: 1 st transgression	R 1 000.00
b	Speeding: 2 nd transgression	R 2 000.00
c	Speeding: 3 rd transgression	R 4 000.00
d	Reckless driving	R 1 000.00
e	Illegal parking and driving	R 500.00
f	Any vehicle, including caravans, Boats, trailers (horseboxes) parked in contravention of Rule 11.16	R 500.00
6	ENVIRONMENTAL	
a	Making fires in any prohibited area	R 1 000.00
b	Burning of scrub, bush, or garden (or other) refuse is entirely prohibited	R 1 000.00
c	Clearing natural vegetation within the conservation corridor and/or wetland buffer	R2 000.00
d	Possession of hazardous materials	R 1 000.00
e	Oil spillages in roads	R 500.00
f	Littering	R 300.00

g	Unauthorised use of building rubble and/or refuse as a fill	R2 000.00 and the cost of removal of the rubble/refuse
h	Feeding of monkeys	R 1 000.00
7	BUILDING & AESTHETICS	
a	Alterations & Maintenance not in building hours	R 500.00
b	Alterations to existing properties without approval	R 1 000.00 and referred to Association
c	Aesthetic additions to properties without approval	R 1 000.00 and referred to Association
d	Invasive plants & trees added to landscaping	R 500.00 and referred to Association
e	Landscaping unmaintained i.e., grass not trimmed and weeds visible	R 500.00 after 48 hours' notice
f	Maintenance of House and/or Garden not in accordance to a standard acceptable to the Association	After 30-day notice, R 500.00 per month of non- compliance
8	VANDALISM	

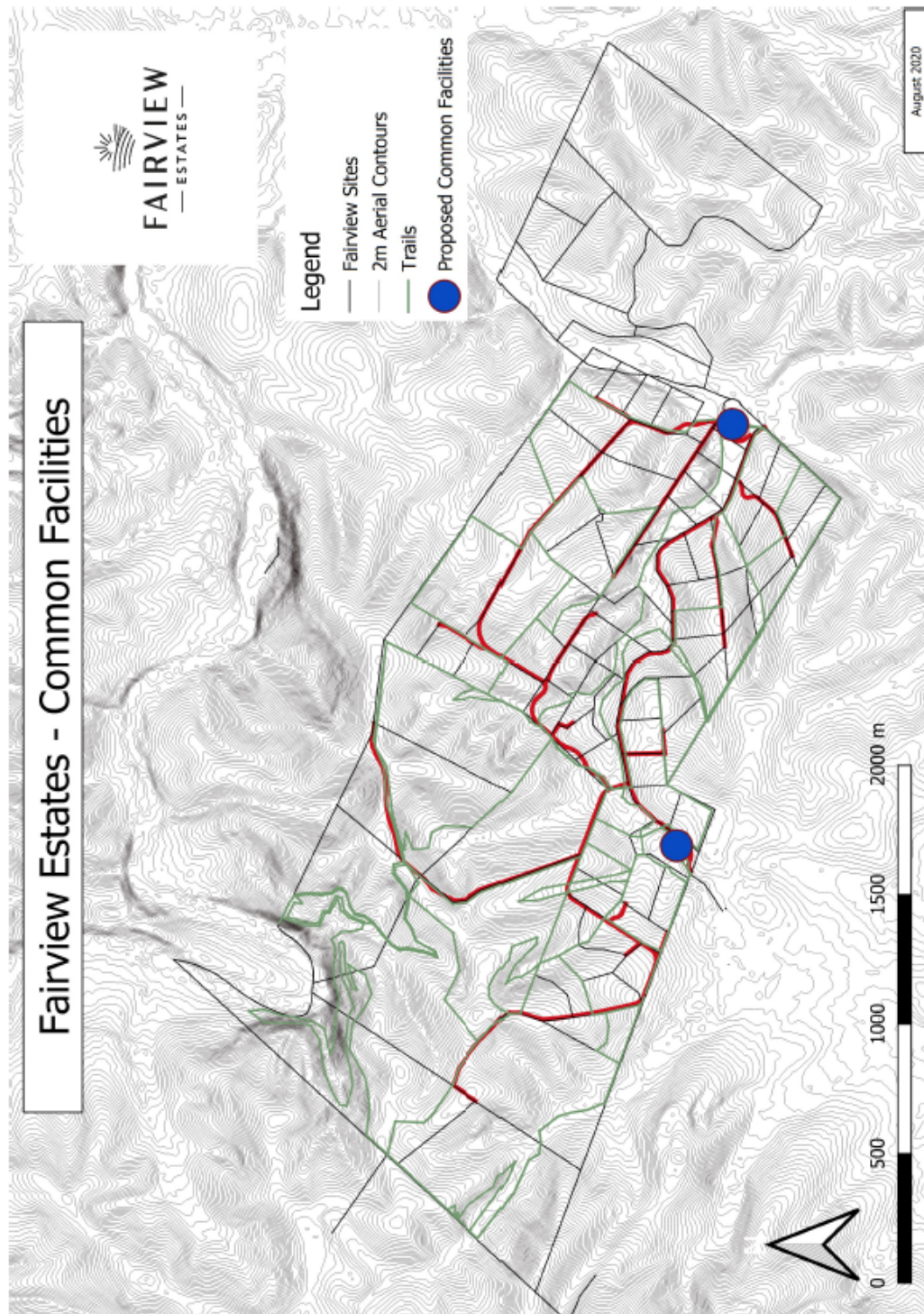
a	Delinquent behaviour and Vandalism to any Association equipment or property, landscaping, private property, or any other vandalism.	Minimum fine of R 1 500.00 & Repair Cost
9	TRESPASSING	
a	Private building sites without permission	R 500.00

- 25.2. The above-mentioned fines and categories of offences shall be subject to amendment by the Directors from time to time at their discretion.
- 25.3. Fines imposed for the breach of or non-compliance with the Rules shall be deemed to be part of the levy due by the Member.

26. ESTATE LIST OF COSTS

1	Architectural Design Review Meeting [two meetings of an hour each. Should the review exceed 1 (one) hour per meeting, the landowner will be invoiced per 30 (thirty) minute intervals @ R1 840/30 minutes]	R 10 000.00
2	Architectural Design Review Meeting if exceeding two meetings/meeting (rate is per hour)	R4 250.00
3	Deviations/Small Structure Architectural Design Review Meeting	R 4 000.00
4	House Sign-off meeting per hour	R2 415.00
5	Farm Master Plan Submission/Review	R 1 500.00
6	Building Deposit [50% refundable if no damage occurred on site]	R10 000.00
7	Building site Monthly Levy (the levy will be charged should the said access the Estate for more than one week – 5 days)	R 1 500.00

8	Relaxation Application	R 1 000.00
9	FEFA Estate Base Levy	R4 850.00
10	FEFA Secondary Dwelling Levy [50% of base levy per additional dwelling], any other dwelling thereafter will pay the full base levy as per Rule 26.9 of the Estate list of Cost. These additional levies are payable once the dwelling is completed (and signed off by FEFA) as per the Rules and Building Guidelines, within the time provided to complete construction (a dwelling excluding staff quarters).	R2 425.00
11	FEFA Estate Supplementary Tax	TBA
12	Levy per employee / month [applicable when an employee is on site for more than 5 days]	R117.00
13	Initial cost per access checks / person / annum, criminal checks for first time applicants will be done from January 2024 for contractors, contractor staff and service providers rendering a service on the Estate.	Contractor: R250.00 Residents Staff: R150



Annexure "B" Environmental Authorisation – available on request

Annexure "C" Environmental Authorisation – available on request

Annexure "D" Environmental Management Plan - available on request