

**R U L E S**

**DE ZALZE WINELANDS GOLF ESTATE**

**JANUARY 2014**

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**Hofmeyr**

**Hofmeyr Herbststein & Gihwala Inc**

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### RULES

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# RULES OF DE ZALZE WINELANDS GOLF ESTATE

## 1 INTERPRETATION

- 1.1 In these rules, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**architectural guidelines**” means the general and specific architectural guidelines of the estate from time to time comprising, *inter alia*, the sketch plan submission requirements;
  - 1.1.2 “**the Association**” means the De Zalze Winelands Golf Estate Home Owners Association (Association incorporated under Section 21), registration number 2003/009588/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;
  - 1.1.3 “**chairman**” means the chairman of the directors of the Association appointed in terms of the constitution from time to time;
  - 1.1.4 “**the club**” means the De Zalze Golf Club, an universitas personarum not for gain established by the Developer and Kleine Zalze
  - 1.1.5 “Club facilities” means the Golf Course, the clubhouse, the workshop and managers house and such other improvements and facilities on the Golf Course Land;
  - 1.1.6 “**common areas**” means land registered in the name of the Association and, in the case of an erf on which a sectional title scheme is developed, common properties as defined in the Sectional Titles Act No. 95 of 1986, as amended, which is not subject to an exclusive right of use of a member in terms of that scheme;
  - 1.1.7 “**constitution**” means the memorandum and articles of association of the Association;
  - 1.1.8 “**consulting architects**” means the architects appointed as such by the Association from time to time;
  - 1.1.9 “**directors**” means the directors for the time being of the Association or their alternates, as the case may be;

- 1.1.10            **“the estate”** means the De Zalze Winelands Golf Estate;
- 1.1.11            **“golf course”** means the 18 (eighteen )hole golf course established on the Estate, as well as, for part thereof, on adjoining property not forming part of the Estate, but subject to a servitude(s) in favour of the Association;
- 1.1.12            **“the manager”** means the person appointed to that office by the Association from time to time;
- 1.1.13            **“member”** means a member of the Association;
- 1.1.14            **“non permanent unit”** means any unit or sectional title unit, which is in terms of the Zoning and Subdivision Approvals zoned for resort or residential purposes and on or in respect of which is operated a hotel, lodge or villas.
- 1.1.15            **“owner”** means the registered owner of a unit;
- 1.1.16            **“permanent unit”** means any unit on which is or is to be constructed s dwelling or apartment offering residential accommodation, which is a non permanent unit;
- 1.1.17            **“possession date”** means the date of registration of transfer of a unit from the developer and Kleine Zalze Realisation (Proprietary) Limited into the name of the owner;
- 1.1.18            **“resident”** means any person who is resident at the estate and includes hotel guests, lodge guests and other owners and members of their family, their guests and tenants;
- 1.1.19            **“the rules”** means the rules contained in this document and as amended by the Association from time to time;
- 1.1.20            **“unit”** means an erf or sectional title unit capable of individual tenure in terms of the Sectional Titles Act No. 95 of 1986, as amended, or the Deeds Registries Act No. 47 of 1937, as amended, which forms part of the estate;
- 1.1.21            **“vehicle”** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.22            **“workers”** means domestic workers, labourers and sub-contractors employed or appointed by owners and/or residents and/or persons operating a business within the estate from time to time;

- 1.1.23 any reference to the singular includes the plural and *vice versa*;
- 1.1.24 any reference to natural persons includes legal persons and *vice versa*;
- 1.1.25 any reference to gender includes the other genders;
- 1.1.26 words and phrases defined in the constitution bear corresponding meanings herein.
- 1.2 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.4 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

## **2 INTRODUCTION**

- 2.1 The De Zalze Winelands Golf Estate (“the Estate”) is a medium security, gated, residential golf estate. The Estate includes, in addition to the residential aspect, public open spaces, a golf course, a restaurant, a winery, conservation areas, guest lodges, and various recreational facilities.
- 2.2 Living on the Estate will mean being part of a community of people who share a secure and high quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with other’s enjoyment.
- 2.3 The Estate is generally managed and controlled by the De Zalze Winelands Home Owner’s Association (“DZWHO” or the “Association”). The Board of Directors of the Association (“the Board”), in terms of the Memorandum and Articles of Association (“the Articles”), is given the power to make rules for the management, control, administration, use and enjoyment of the Estate (“the Rules”). The Board has the power to substitute, add to, amend or repeal any rule. Subject to the Constitution of the Articles of Association, the Board is empowered to carry out all functions and Powers designated to the Association in these Rules.
- 2.4 The Board also has the right to impose financial penalties (fines) to be paid by those members

who fail to comply with the Rules. Fines, where imposed, shall be deemed to be a part of the levy due by the Owner. Further, the Board may enforce provisions of any rule by application to the courts.

### **3 AIMS & OBJECTIVES**

- 3.1 To promote the development and maintenance of all properties within the Estate and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit there from for the entire Estate community.
- 3.2 To enforce the provisions relating to the development and architectural controls for The Estate, as set out in the Architectural and Landscaping guidelines (“the Guidelines”). In particular, and in no way detracting from the generality of the aforesaid, to ensure that all buildings and other structure erected on the Estate as well as any external fixtures or fittings attached thereto, comply with the aforesaid controls and generally to ensure that the external appearance of all buildings and other structures and all gardens and other areas on the Estate, comply with the standards set out in the aforesaid documents.
- 3.3 To promote, advance and protect the interests of members generally and to co-operate with the Local Authority, Provincial Government and all other appropriate authorities for the benefit of the Association and its members.
- 3.4 To represent the interests of members and to provide a united voice by which such interests may be expressed.
- 3.5 To collect levies and other contributions towards funds of the Association for the attainment of the objectives of the Association or any one of them.
- 3.6 To maintain open spaces, internal roads, and other common areas within The Estate, which the Association may own or may otherwise be responsible for, and to make and enforce regulations governing the use thereof by the Members.
- 3.7 To preserve the natural environment of the Estate generally, and also specifically in accordance with the Environmental Management System (“the EMS”).
- 3.8 To regulate the day to day running of the Estate, including:
  - 3.8.1 The conduct of any person within the Estate and the prevention of any nuisance to any member.
  - 3.8.2 Imposing fines and other penalties upon members disobeying the Articles, the Guidelines or

the Rules.

#### **4 DISTURBANCES**

- 4.1 Any conduct, save for normal agricultural and golfing activities, which disturbs or tends to disturb the peace and tranquillity of the Estate and residents is not permitted.
- 4.2 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals as determined by the Directors or its Manager in their sole and unfettered discretion from time to time as well as other sources attributable to a resident constitutes a disturbance of the peace in terms of these rules.
- 4.3 In the event of annoyance, aggravation or complaints occurring between members, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If the dispute cannot be settled between the parties, the dispute should be brought to the attention of the HOA, in writing, if an interpretation of the rules is required. Such decision by the HOA will be final and binding on the members concerned.
- 4.4 There is no obligation on the HOA to arbitrate or otherwise become involved between its members, save in the event that if an interpretation of the Rules is requested, then such interpretation will be made within a reasonable time.
- 4.5 Where disregard is made by a Member/Tenant of the Estate, related to creating a disturbance in whatever manner or form, the HOA reserves the right to levy a fine in accordance with these provisions.

#### **5 PARTIES AND FUNCTIONS ON THE ESTATE**

- 5.1 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within the Estate is discouraged for reasons of disruption to security, parking and the general disturbance of, and inconvenience to other residents.
- 5.2 Special permission for a function to be held within the Estate, where more than 30 people may be attending, must be sought, prior to the proposed date of such function. Those planning to host an event or party as outlined in point 5.2, are to complete an application as per template Schedule C.
- 5.3 In the event of permission being granted, cognizance shall be taken by the Association of the position of the residents in relation to gates and to neighbours, parking availability, times of

function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed fit by the Board. Restrictions imposed on any function shall be strictly adhered to and will be deemed to be incorporated in, and from parts of these Rules.

- 5.4 No religious activities (including funerals of any kind) may be conducted, with the exception of such activities conducted inside the dwelling and without disturbing neighbours in any way. No slaughtering of any kind is allowed.

## **6 DOMESTIC REFUSE**

- 6.1 All refuse shall be kept in suitable containers which shall not be visible from any road or from the golf course, except when placed in containers for purposes of collection by the local authority, the manager or waste collection contractors, provided that the manager may, from time to time, by notice in writing to all residents –

6.1.1 prescribe the type and size of refuse containers to be obtained and used;

6.1.2 provide directions in regard to any place designated for refuse removal;

6.1.3 require the payment of a reasonable charge for the provision of such containers.

6.1.4 Containers must be charcoal grey 240ltr “Otto” bins and are available from the HOA

- 6.2 It shall be the duty of every resident to ensure that any direction given by the manager from time to time is observed and implemented.

- 6.3 General refuse, garden refuse and refuse bags may not be placed on the pavement, except on the date the refuse is removed.

- 6.4 Where, in the opinion of the manager, any refuse is of such size and nature that it cannot be expediently removed by the local authority or by waste collection contractors, the manager shall give the resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.

## **7 ANIMALS**

- 7.1 The Local Authority by –laws relating to pets will be strictly enforced.

- 7.2 Dogs may only be kept on properties, where a suitable walled enclosure, prevents a dog from

straying off their owner's properties.

- 7.3 No member may keep more than two dogs and two cats on the property, unless they have written approval from the Association
- 7.4 No poultry, pigeons, aviaries, wild animals or rabbits may be kept on the Estate.
- 7.5 Pets are not allowed to roam the streets.
- 7.6 Pets must be walked on a leash in public areas.
- 7.7 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it. Failure to do so means the pet's owner will be liable for an immediate spot fine.
- 7.8 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner, and is to be registered with the HOA offices. Stray pets without identification will be apprehended and handed to the Municipal Pound or SPCA.
- 7.9 The Association reserves the right to have a pet removed should it become a nuisance within the Estate. An independent contractor contracted by the Association shall carry out the removal. The cost of the removal shall be for the account of the owner and shall form part of the levy.
- 7.10 The Association has an unfettered discretion in this regard, but will not exercise the right without first having directed a notice to the owner furnishing details of the complaint and the complainant and afford the owner a reasonable opportunity to eliminate the cause of the complaint.

## **8 SECURITY**

- 8.1 Security protocol and procedures must be followed at all times. Residents and guests should always treat Estate Security personnel with courtesy and respect at all times.
- 8.2 No person shall do anything which is, or might be, prejudicial to the security of any residents and residents are to report incidents affecting security to the Control Room as soon as possible thereafter.
- 8.3 The access control procedures as laid down by the Association from time to time, shall be strictly adhered to by all persons entering and exiting the Estate.
- 8.4 The Main Gate entrance at the R44, is for the exclusive use of residents, their guests and golfers.

- 8.5 The Kleine Zalze Gate is for the use of residents, their guests, together with any commercial vehicle supplying Kleine Zalze Commercial Services.
- 8.6 The Contractors gate is to be used for all contractors working on the Estate and suppliers delivering goods. The gate is open from 07h00 to 18h00, Mondays to Fridays and on Saturdays from 08h00 to 12h00.
- 8.7 Residents will be issued with access cards for the purposes of entering and exiting the Estate. Such devices are issued for the personal use of the person to whom they are issued and shall not be shared with or used by or transferred to any other person.
- The number of cards issued is limited to a maximum of four cards per residence on good cause known and where tenants occupy such residence, the owner will be limited to hold a maximum of two cards.
- Only under special circumstances will more than four access cards be allowed, where such request will need to be approved by the Estate Manager or his nominee.
- Employees of approved businesses may only gain biometric access through the Contractors Gate where such access will be limited to the Contractors gate hours of operation.
- 8.8 Employees, domestics, contractors are to display their security access permits at all times.
- 8.9 No vehicles or persons shall enter or leave the estate at any point except at the entrance gates other than in extra-ordinary circumstances and with the prior written consent of the manager.
- 8.10 Visitors to the estate shall be required to sign the prescribed entry document stating that they will abide by both these rules and the constitution.
- 8.11 All vehicles entering and/or leaving the estate shall stop at the vehicle entrances.
- 8.12 No vehicle shall enter the estate unless admitted by the guard on duty at the gate, except where the Association has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the person to whom they are issued and shall not be shared with or used by or transferred to any other person.
- 8.13 All residents shall advise the guard on duty at the security gate of the identity and approximate time of arrival of any person to be admitted to the estate as an invitee of the resident concerned. If the security guard has not been advised of the arrival of any person in accordance with the provisions of this clause, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant resident to admit the person concerned to the estate. If such authority

is not obtained the security guard will be entitled to refuse the person concerned access to the estate.

- 8.14 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.
- 8.15 The Association's preferred supplier for security staff is Thorburn Security Solutions. Home owners may install any other companies' surveillance and response equipment so long as it is compatible with Thorburn's systems as they will exclusively monitor all response activities. This will be charged as a separate item on the owner's levy account.
- 8.16 Other than those contained herein, the Director's and or Manager may from time to time prescribe further rules in respect of security on the estate.
- 8.17 Contractors may enter the estate only through the contractors' gate, next to the main entrance with the exception of those on Kleine Zalze business or those who have been appointed as contractors to Home owners in By-de-Weg or Uitsig.

## **9 DOMESTIC WORKERS AND LABOURERS**

- 9.1 Workers are obliged to abide by these rules and the constitution. Residents are obliged to supply their workers with copies of these rules and the constitution and to ensure that they are aware of all the provisions.
- 9.2 Residents are required to notify the Association of and to provide full details of any workers who reside on the estate.
- 9.3 Workers not residing on the estate shall be required to sign the prescribed entry document with the security guard on duty at the security gates. All residents shall provide security with all the required registration details of their employees.
- 9.4 If the security guard on duty has no record of the arrival of any worker, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant resident to admit the worker concerned to the estate. If such authority is not obtained the security guard will be entitled to refuse such worker access to the estate.
- 9.5 Residents shall, at their own cost, ensure that all workers wear clean and presentable uniforms within the estate.
- 9.6 All workers shall be required to obtain identification cards from the manager and to carry such identification cards with them whilst they are on the estate at all times.

9.7 Residents shall use their best endeavours to ensure that none of their employees –

9.7.1 behave or engage in conduct unbecoming the high standard of the estate; and/or

9.7.2 engage in any strikes or other labour action on or about the estate, it being recorded that the Association and/or the manager shall be entitled to procure compliance with the aforesaid in their discretion and any costs associated therewith shall be for the account of such resident or owner, as the case may be.

## 10 TRAFFIC

10.1 The roads on the Estate, in spite of being “private”, are in fact used by the public. Because of this, and for the safety of all road users, it is necessary to apply the provisions of the Road Traffic Act 93 of 1996 (as amended). The roads are for the use of all, which places extra responsibility and awareness on all who use these roads and particularly on all adults and especially parents who need to educate and control their children.

### 10.2 Speed Limit

10.2.1.1 The speed limit throughout the Estate is as designated by the traffic signs. A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the Association where this is deemed necessary.

10.2.1.2 Any person found driving in excess of the prescribed speed limit, or in a dangerous manner, will be subject to the appropriate fine as outlined in Schedule A. The modes and methods of speed measuring shall be in the sole discretion of the Board, and such measured speed shall be conclusive proof of the speed driven by any person.

10.3 The movement and control of traffic and pedestrians are subject to these rules and such further directives as may be made by the manager with regard thereto.

10.4 Subject to consent being obtained from the Manager, heavy vehicles are not allowed access onto the Estate, without the consent of the Association on Saturdays, Sundays or public holidays, nor before 08:00 and after 18:00 on weekdays.

10.5 Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers licences.

10.6 Due to the private roads of the Estate, upholding the provisions of the National Road Traffic Act, foot scooters, motorised scooters, skateboards, roller blades, roller skates are not to be

driven/used on the Estate roads.

- 10.7 Overtaking is not encouraged but is allowable as long as it is not deemed to be reckless.
- 10.8 The HOA reserves the right to prevent a Member/tenant or visitor from driving on the Estate, if it believes the Member/tenant or visitor is under the influence of alcohol.
- 10.9 Persons, animals and birds shall at all times have the right of way on and about the estate. Vehicles shall be brought to a stop whenever necessary.
- 10.10 The Association may by means of appropriate signage give directions as to the use of roads or any portion of roads, common areas and/or the golf course. Failure by any person to obey such signage shall constitute a contravention of these rules.
- 10.11 No person shall drive or ride any vehicle within the estate in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the a foregoing, vehicles emitting excessive noise, smoke and/or oil are prohibited.
- 10.12 The driving of vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the Association for that purpose.
- 10.13 With the exception of golf carts, no motor vehicles will be permitted on golf cart paths within the estate.
- 10.14 The Board reserve the right to introduce any traffic calming measures, including but not limited to, speed-humps and golf cart/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.

### **Golf Carts**

- 10.15 All golf carts belonging to Members, Tenants, Golf Club and or lodge owners are to be registered with the HOA offices, without exception.
- 10.16 All golf cart drivers are to be in possession of a Code B drivers licence. Failure to comply with this rule, can result in the HOA deregistering the golf cart for usage on the Estate.
- 10.17 Unregistered carts will not be allowed on the golf course and/or roads.
- 10.18 Golf Carts must be responsibly driven and in control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart on the estate will be the sole responsibility of the licensed driver and the

registered owner of the privately owned golf cart.

- 10.19 Golf carts used whilst in play shall not be driven closer than 10 (ten) metres to greens or tees and shall be driven solely upon the dry areas of the golf course. Golf carts are to be driven straight up and down slopes and not laterally across slopes. Golf carts may only be driven on designated golf cart paths or roads, except for use whilst in play.
- 10.20 No person shall store, park or leave unattended any golf cart or vehicle, except –
- 10.20.1 in a structure designed as a golf cart barn, golf cart garage or carport, provided that the golf cart is at all times out of public sight whilst in such structure;
- 10.20.2 in any area designated for such purpose by the Association by means or any appropriate sign;
- 10.20.3 where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or vehicle shall be parked in such a manner that a portion thereof protrudes over such lines.

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

- 10.21 No person shall park or store any trailer, caravan, boat, truck or lorry within the estate, except with the consent of the Association and in a place that is at all times out of public sight. The Association shall not be under any obligation to provide any storage facilities or designated places for the storage of any of these types of vehicles.
- 10.22 No trailers, caravans or boats shall be brought onto the estate, except with the consent of, and subject to, such conditions as may be prescribed by the Association from time to time.
- 10.23 Quad bikes may be stored under the conditions of 10.16 above but must not be ridden for leisure purposes anywhere on the estate.
- 10.24 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and whose entrances must be kept clear.

### **11 COMMON AREAS AND ENVIRONMENTAL ASPECTS**

- 11.1 The Association shall be entitled to control all aspects of the environment on or about the estate (except for the golf course), including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of any vineyards and orchards within the common areas on the estate.

- 11.2 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 areas and/or the golf course by residents.
- 11.3 Littering and camping are prohibited. Fires may not be lit on or about common areas and/or the golf course except in places specifically designated by the Association for that purpose. Fires may not be lit on any units other than in properly constructed braai/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber or similar braai.
- 11.4 No person shall conduct any gardening and/or landscaping on the golf course. No person shall (without the prior written authority of the Association) pick or plant any flowers or plants on or about the common areas and/or the golf course.
- 11.5 The Association shall be entitled to prohibit or restrict access to any part of the estate, excluding the units, in order to preserve the natural fauna and flora.
- 11.6 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the estate other than in self-defence. Hunting and trapping in any manner are strictly prohibited.
- 11.7 No person shall anywhere on the estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 11.8 The Estate dams are only to be used for fishing and non-motorised leisure activities. Fishing may not take place from any part of the golf course. All fishing is subject to catch and release.
- 11.9 Wading or swimming is not allowed in the dams.
- 11.10 The use of all dams are entirely at the owner's own risk. Neither the owner nor his/her dependants will have any claim for damages, loss or costs against the owner of the dams or its employees, howsoever arising from their use.

## **12 GOLF COURSE**

- 12.1 Members who are not members of the club will have permanent access to the golf course. The golf course is however a separately run entity within the estate, and is administered by its own committee and, accordingly, the use of the golf course is subject to the constitution and rules and the regulations of the club.
- 12.2 Persons walking on or about the golf course do so at their own risk. Dogs accompanying residents walking on the golf course must be kept on a lead.

- 12.3 Persons walking on or about the golf course must at all times strictly observe the etiquette of golf. In particular, no movement or noise or other distraction of any nature is allowed whenever a player is preparing to play or is playing the ball.
- 12.4 No person may walk on any green, tee or bunker on the golf course unless that person is actually playing golf. Similarly, no dogs or other animals are permitted on any green, tee or bunker.
- 12.5 All golf balls landing in a private garden or common areas administered by the Association shall be out of bounds and shall be abandoned and become the property of the owner of the garden or the Association.
- 12.6 Under no circumstances can the Association, the club, the golfer or the developer be held liable for any damage or injuries caused by golf balls hit on the Estate, save in the event of damage or injury caused by malicious or intentional hitting of golf balls not hit in the furtherance of a *bona fide* golf game, in which event the golfer or person responsible for the damage or injury shall be personally liable for such damage or injury.

### **13 LETTING AND RESALE**

- 13.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let a unit shall furnish his tenant with a copy of these rules and make them binding on such tenant.
- 13.1.1 In terms of Article 11.1 of the Articles of the Association, the Association has to give its approval prior to any permanent unit being sold, transferred, leased or rented .
- 13.1.2 The Association will consider the occupation of a permanent unit for financial gain as a rental (leasing) arrangement which will require the Association's approval no matter how short the period is.
- 13.1.3 The Association considers short term letting of six (6) days or less as a commercial activity which is prohibited in terms of the Articles and accordingly the Association will not give its approval as required in terms of 13.1.2 above.
- 13.2 Members or their agents shall give the Association prior written notice of any tenants or guests who are to occupy the member's residence in the absence of that member. Every tenant and/or guest shall be required to register at the offices of the manager within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these rules and acknowledges that these rules are binding on him.
- 13.3 If any tenant, guest, employee or other invitee of any member fails to comply with any of the

provisions of these rules, the Association shall be entitled to deny that tenant, guest, employee or other invitee access to the estate.

- 13.4 Units may be re-sold or let by owners, or through an estate agent, who shall be required to abide by the Estate rules and directives relating to advertising, access to the estate, the holding of show houses and the like as the Association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the estate.

## 14 CONDUCT

- 14.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose.
- 14.2 All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other unit.
- 14.3 No unauthorised persons are allowed on any unit where building operations are under progress.
- 14.4 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Board and/or the manager to other residents. In particular and without limiting the generality of the foregoing –
- 14.4.1 burglar alarms must be silent and comply with any regulations which the Association may make with regard thereto from time to time;
- 14.4.2 the use of noisy machinery and power tools in the open (i.e. outside a purpose built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;
- 14.4.3 all building 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, unless written approval is given by the Association for building operations to take place outside such hours;
- 14.4.4 loud music and other undue noise is not permitted.
- 14.5 In order to maintain the low density residential nature of the estate, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the estate.

## 15 SYNDICATION OWNERSHIP

Syndication ownership both direct and indirect of a unit is at all times is limited to 6 (six) natural persons, irrespective of whether the natural persons –

- 15.1 are registered co-owners of the unit; or
- 15.2 are beneficiaries of a trust which is the registered owner of the unit; or
- 15.3 hold an interest in any other legal entity which is the registered owner of the unit.

## 16 COMMERCIAL ACTIVITIES

- 16.1 Commercial activities, including agricultural activities, will be carried out within the estate and it will be in the interests of the estate to ensure the commercial viability of such commercial activities. Accordingly, the Association must have due regard to the commercial activities, including the agricultural activities undertaken by Kleine Zalze Winery, and provided such activities are undertaken in a normal and reasonable manner, these rules shall not be interpreted so as to prejudice any such activities.
- 16.2 The running of business enterprises from the Estate shall be subject to the following rules:
- 16.3 The Rules have been devised to minimise disruption to other businesses and residents on the Estate. In some instances, exceptions have been granted in order not to prejudice existing home owners who already conduct a business from home and to minimise the level of unemployment.
- 16.4 Subject to the Constitution, Homeowners who envisage running a non-commercial business enterprise from the Estate must complete the attached Schedule B Application Form for permission to be granted by the HOA for such an Enterprise.
- 16.5 A business undertaking from a dwelling is subject to the following:
  - 1. There is to be at least one *bona fide* occupant occupying the building from which such dwelling the business is to be undertaken.
  - 2. A maximum of 30% of the gross floor area of the dwelling place may be utilised, provided that such area does not exceed 60 m<sup>2</sup>
  - 3. The display of a name or advertising and notice boards is prohibited.
  - 4. No door to door canvassing and/or selling is permitted.

5. The storage of goods of any nature and/or hazardous waste is prohibited.
6. The display of goods contemplated shall be located inside the dwelling place and shall not be visible from the outside/street.
7. The loading and off-loading of goods by means of a private or commercial vehicle may not take place unless the mass does not exceed 3500kg, loading capacity included, and the maximum length, width and height of 5,5m, 1,8m and 2,1m respectively.
8. All visitors' vehicles shall be parked on the premises. No parking whatsoever is permitted on the pavement.
9. The parking of motor vehicle shall not impact neighbours' premises and/or the pavement.
10. A maximum of one person may be employed in addition to the occupant/owner.
11. No industry or manufacturing enterprise likely to cause disturbance to residents will be permitted.
12. No disturbances, noises, smells, radioactive or annoying situations that may cause public discomfort will be permitted.

16.6 The following business undertakings will not be considered or permitted:

- Crèche
- Funeral undertaking
- Visitors information bureau
- Building Society
- Bank agency
- Towing service
- Vehicle workshop
- Carwash bay
- School
- Panel beater
- Parcel delivery services
- Travel agency
- Shooting range
- Blasting contractors
- Butchery and/or meat-processing enterprise
- Dog parlour
- Seafood supply/wholesalers
- Bakery
- Vehicle sale showroom and offices
- Entertainment centre
- Any manufacturing enterprise

- Packaging and/or cartage contractors

- 16.7 The undertaking may not generate excessive traffic. A maximum of two simultaneous visitors is permitted. The number of visitors may not adversely affect De Zalze security. Security must be notified of visitors before they report to the main gate.
- 16.8 The permission granted in terms of this policy to a homeowner can be terminated at the sole discretion of the Association, if the owner contravenes the rules that govern business enterprises on the Estate.
- 16.9 The homeowner shall have no claim whatsoever against the HOA for damages or other causes., howsoever caused.
- 16.10 Written consent of all immediate neighbours to conduct the enterprise must be obtained and must accompany a request for the permission to the HOA to conduct the business.

## **17 BUILDING REQUIREMENTS AND CONSTRUCTION**

- 17.1 The provisions of the constitution and the architectural guidelines relating to the construction of buildings must be strictly complied with.
- 17.2 Without limiting the generality of 17.1, no building or structure or alteration shall be erected on the estate unless the plans, specifications and construction thereof comply with the architectural guidelines and the sketch plans and working drawings submitted in terms of 17.3 of these rules.
- 17.3 A scrutiny fee determined by the Association from time to time, shall be levied in respect of the scrutiny of any working drawings by the consulting architects.
- 17.4 Before any construction project is commenced, the homeowner should cause the contractor undertaking the construction to pay to the Association a deposit in an amount determined by the Association in order to provide cover for the repair of any damage caused by the contractor or his servants or sub-contractors to property belonging to the Association or to any other homeowner. Upon the completion of the construction project, the deposit less any amounts necessary to rectify any damage caused as aforesaid to the property or any homeowner will be repaid to the contractor.
- 17.5 During the course of construction of any building, the Association shall be entitled to direct the relevant owner or his appointed contractor to effect improvements to the quality of any aspects of the construction should the Association deem such improvements to be necessary.
- 17.6 The Association shall be entitled to direct the relevant owner to effect maintenance work on his

home should the Association deem such maintenance necessary.

- 17.7 Should any dispute arise in connection with the architectural guidelines, including without limitation, the application and/or interpretation thereof, the consulting architects decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the consulting architects can make the necessary amendments to the architectural guidelines where such guidelines are, in the sole discretion of the consulting architects, lacking or vague.
- 17.8 The appointment of building contractors is subject to the prior written approval of the Association, which approval shall not be unreasonably withheld.
- 17.9 Every building contractor shall be required to abide by the rules, the architectural guidelines and any other rules made by the Association regulating the conduct of building contractors from time to time and to sign such prescribed undertakings 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 undertakings referred to in this clause have been given.
- 17.10 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the estate.
- 17.11 A member shall be obliged to have finally completed the building of his/her home within a period of 36 (thirty six) months from the first date of transfer of his/her unit from the developer of the estate. Failure to comply will result in the Association imposing a levy upon the owner equal to 10 (ten) times the levy per unit per month until completion.
- The increase in the said levy from 5 to 10 times shall apply to any owner, who has not yet commenced with building operations by 01 March 2012 (i.e. Has not initiated earth works for a foundation on the site in terms of approved plans).
- 17.12 A member shall be obliged to have finally completed the building of his/her home within a period of 36 (thirty six) months from the first date of transfer of his/her unit from the developer of the Estate. Failure to comply will result in the Association imposing a levy upon the owner equal to 10 (ten) times the levy per unit per month until completion.
- 17.13 Once the building operation has commenced, Members are to complete same within 12 (twelve) months from date of commencement, which includes builders' holidays and rain affected days. Failure to comply with this sub-rule shall entitle the Association to levy an additional penalty levy equal to R10 000 (ten thousand) rand per month until final completion.
- 17.14 Those Members who have not completed their building within the thirty six month period and who have taken more than twelve months to complete their build, will be subject to a penalty levy of

10 (ten) times levy and R10 000 (ten thousand) rand per month per unit until completion.

- 17.15 For the purpose of these rules, commencement shall mean the start date as to when the earthworks for the building foundations are initiated and final completion shall mean that all items and snagging for both exterior and interior shall be fully completed and that all contractors and sub-contractors will have moved off site and all rubble, litter and rubbish shall have been removed from the site and its environment.
- 17.16 No residents may make any alterations, additions or extensions to the exterior of any unit without adhering to the provision in 17.2.
- 17.17 No member shall be entitled to build a tennis court, netball court or erect basketball hoops on any unit within the development.
- 17.18 No residential unit or section thereof on the Estate may be occupied prior to obtaining written consent by the Association and confirmation that it is substantially complete and capable of final completion within 30 (thirty) days of the date of occupation. In order to obtain this approval the following stipulations must have been adhered to at least.
- 17.18.1 All structures must have been completed in full accordance with the building plan approved by the local authority.
- 17.18.2 The sewerage line must be connected to the sewer point provided.
- 17.18.3 A permanent electricity meter, obtained from the Association, must be installed and the electrical installation inspected by the Association's electrician.
- 17.18.4 A permanent water meter, obtained from the Association, must be installed and pressure tested by the Building contractor's plumber.
- 17.18.5 All exterior work including walls, palisades, pergolas, boundary walls, drive ways, water features and swimming pools must be completed according to the plan approved by the local authority.
- 17.18.6 All the structures must be painted to the satisfaction of the Association.
- 17.18.7 The entire area of the unit not covered by structures or drive ways must be landscaped to the satisfaction of the Association.

## **18 FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

- 18.1 No person shall bring or permit any person to bring any substances onto the estate or permit the

storage of any substances on the estate which may constitute a fire hazard or a threat to the health of any resident or other person or which may result in the contamination of the estate.

18.2 Fireworks are strictly prohibited.

18.3 Each dwelling must have at least one 4.5kg DCP fire extinguisher.

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

19.1 The nature, content and design of the gardens within any unit, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the Association. Should the standards not be adhered to, the Association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the owner accordingly. A garden shall not unduly detract from the view and the reasonable enjoyment of another homeowner's property. The Manager may determine whether a particular garden transgresses this Rule.

19.1.1 No liability will be accepted by the HOA for any damage, accidents or injury to any person caused by swimming pools

19.2 Jungle Gyms, swings, trampolines, portable or temporary swimming pools and similar equipment must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other unit.

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

19.3.1 Application must be made to the HOA in accordance with the Architectural Guidelines which contains comprehensive instructions.

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

### **Removal of plants from a Public Open Space**

19.4 Members may not remove or reallocate any plants from Public Open Spaces, unless prior permission has been given in writing by the Manager.

## **20 LEVIES**

- 20.1 Owners must pay levies, utilities fines and penalties in full by the last day of each and every month in which the invoice is sent.
- 20.2 Owners in arrears shall pay interest (at the mora rate), and such interest shall be applied to the full amount overdue, from the 1<sup>st</sup> of the month following the month in which the invoice is sent, up until the date of payment.
- 20.3 A letter of Final Demand for payment of all amounts in arrears will be duly issued on the 14<sup>th</sup> day of each month. A due date for settlement of the account will be 14 days after the date of the Letter of Final Demand.
- 20.4 Failure to respond by the due date as per 20.3 above will result in the matter being handed over to the HOA attorneys, who will institute legal proceedings for the recovery of debt, interest and legal costs, on the scale as between attorney and client. All related charges will be for the defaulter's account.
- 20.5 Levy amounts may not be reduced or withheld to offset against real, perceived, or partial non-provision of services or for any other reason whatsoever.
- 20.6 Owners who are 'away' at month-end must make arrangements to ensure the levies are paid by due date (being 'on holiday', 'away overseas' or 'away on business' and the like excuses are not acceptable reasons for late payment of levies).
- 20.7 Members can effect payment by way of debit orders on the last day of each month, which can be signed at the offices of the Association, and which are controlled by the Association and submitted to the Bank by the Association's accounting agent. Alternative methods of payment shall be by way of EFT or cheque.
- 20.8 In the event of a transfer of property, the levies will become payable by the owner of the property up to the date of registration of transfer of the property, but in order to obtain a clearance certificate for such transfer, the owner shall in addition, pay three months levies in advance.

## **21 MUNICIPAL RATES**

- 21.1 The Owner of each property is responsible to the Municipality for the payment of rates. The Association has no control over the basis of valuation and rates payable by the property owner to

the Municipality.

## **22 ELECTRICITY SUPPLY**

- 22.1 The Association shall take all reasonable steps to procure and maintain an adequate supply to owners, but does not guarantee that same will always be maintained.
- 22.2 The Association shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.
- 22.3 Under no circumstances shall any rebate be allowed on any account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 22.4 The Association does not undertake to attend to a failure of electricity supply due to a fault in the electrical installation. When any failure of electricity supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in connection therewith, the Association shall have the right to charge the member the fee as prescribed by it from time to time for each restoration of the electricity supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty apparatus as aforesaid.
- 22.5 No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 22.6 No person, other than a person specifically authorised thereto by the Association or the manager in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any electrical installation or part thereof to the mains supply or service connection.
- 22.7 The Association or the manager may, without notice, disconnect any unit temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 22.8 The members shall pay for the usage of electricity on a pay as you use basis. Electrical units will therefore be installed in each unit at a charge determined from time to time by the Association. Procedures, costs and all other aspects relating to the electrical system utilised on the estate shall be determined from time to time by the Association and communicated to members by the manager.

## 23 WATER

- 23.1 Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the architectural guidelines and approved by the Association.
- 23.2 The Association shall take all reasonable steps to procure and maintain an adequate supply of water to owners, but does not guarantee that same will always be maintained.
- 23.3 The Association shall not be liable for damages, expenses or costs caused to residents for any interruption in supply or failure to supply water to residents.
- 23.4 The Association shall not be liable for damages, expenses or costs caused to residents due to flooding and excess storm water.

## 24 RULES OF THE HOME OWNERS ASSOCIATION

- 24.1 As from the date of proclamation of the Estate these rules shall all apply and all Residents and Owners shall be required to abide thereby. Subject to any entrenched rules, the Board has the power to make, add to, amend or repeal these rules. Any such variations will become applicable to all Owners as defined with effect from their adoption.
- 24.2 These rules may be re-printed on a regular basis, and may include any changes or amendments made in the preceding period. The rules will also be available on the Estate's website: [www.dezalzeestate.com](http://www.dezalzeestate.com)
- 24.3 For the purpose of these rules, "Owner" or "Member" means a Purchaser, Co-owner, Corporate Owner, Trustee, Lessee, Family Member, Invitee, Employee, Customer/Client or Guest.

### Conflict of existing practice with new Rules

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

### Contravention of Rules by "others"

- 24.5 In the event of any breach of the rules by the members of a Member's household, his guests, lessees, clients, invitees/guests or employees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Board may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

## **25 FINES AND PENALTIES**

- 25.1 The Association shall investigate (in such manner as it deems fit) written complaints received from residents relating to the behaviour and/or conduct of other residents and persons on or about the estate and shall take such steps with regard thereto as it may deem fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.
- 25.2 If any person contravenes or fails to comply with any of the provisions of these rules or any conditions imposed by or Board given by the Association in terms of these rules, the directors shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose such fines as may be approved by the Association from time to time on the person concerned. If the person concerned is a family member, guest, tenant or other invitee of a member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the Association forthwith on demand.
- 25.3 Any breach of these rules for which a fine may be leviable will be subject to a minimum fine of R200 and a maximum fine of 5 times the current levy. For current ruling see Schedule A attached.

## **26 ENFORCEMENT OF THE RULES**

- 26.1 For purposes of the enforcement of any of the rules, the directors may take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which a resident may be guilty, and the Association may take such action, including court proceedings, as it may deem fit.
- 26.2 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of 3 (three) directors appointed by the chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the chairman may direct.
- 26.3 Notwithstanding the foregoing, the directors may in the name of the Association enforce the provisions of any rules by proceedings in a court of competent jurisdiction and for this purpose may

appoint such attorneys and counsel as they may deem fit.

## **27 GENERAL RULES**

- 27.1 The Association shall have control of the use of all recreational and entertainment facilities and all other amenities on the common areas of the estate and the Board shall have the right to levy charges for the use thereof.
- 27.2 In general, where no specific rules have applicability, the Board reserves the right for the manager to make rules from time to time that he may deem necessary subject to the HOA Board approval.
- 27.3 The Board reserves the right for the manager to amend these rules from time to time in such manner as he deems necessary.

## SCHEDULE A

### SCHEDULE OF TRANSGRESSIONS AND PENALTIES

(This Schedule is a guideline, amended from time to time, with additions and deletions as deemed necessary by the Board of Directors)

DESCRIPTION OF TRANSGRESSION	Rule Ref:	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence
<b>ROAD/TRAFFIC</b>				
Speeding, reckless and negligent driving, drunken driving.	10.1	R1 000	R2 000	R3 000
Skipping stop signs and the disobeying of the Road Traffic Ordinance.	10.1	R1 000	R2 000	R3 000
Driving without a license: any engine powered vehicle (cars, two and four wheel motor cycles, golf carts.	10.5; 10.16	R1 000	R2 000	R3 000
Driving quad bikes anywhere in the Estate.	10.23	R1 000	R2 000	R3 000
Driving a vehicle in an off-limit area. Driving on the golf course, in parks and on pavements with any type of engine powered vehicle (except with a registered golf cart on the golf course, when authorised) driven by a licensed driver.	10.1	R1 000	R2 000	R3 000
Driving golf carts in the Estate without lights and reflectors after sunset.	10.1	R1 000	R2 000	R3 000
Driving an unregistered golf cart anywhere in the Estate.	10.15	R1 000	R2 000	R3 000
<b>DISTURBING THE PEACE</b>				
Creating a public nuisance. Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their guest or employees.	3.8.1 4.2	R1 000	R2 000	R3 000
Noisy vehicles. Use of vehicles and motor cycles with noisy exhaust systems.	10.11	R1 000	R2 000	R3 000
<b>SECURITY</b>				
Unauthorised use of access cards by any person.	8.7	R1 000	R2 000	R3 000
Unauthorised entry into the Estate by any person.	8.3	R1 000	R2 000	R3 000
Treating the security personnel in an abusive manner.	8.1	R1 000	R2 000	R3 000
Residents illegally bringing any form of labour into the Estate without following the correct procedures in terms of permits etc.	8.3	R2 000 pp		
Residents allowing anybody into the Estate without following correct procedures.	8.3	R2 000 pp		
Tailgating i.e. gaining unauthorised access into the Estate by slipping under the boom which was raised to allow access to previous person.	8.3	R2 000 pp		
False alarms.		Free	Free	R500
<b>PETS</b>				
Dogs not on a leash.	7.1	R1 000	R2 000	R3 000
Keeping more than two dogs or two cats without written approval from the HOA or any pet contrary to the Rules.	7.3	R500 per pm		
Not removing pet excrement.	7.7	R1 000	R2 000	R3 000
<b>ENVIRONMENT</b>				
Illegal dumping by residents and contractors. No rubble, refuse or building material shall be dumped or discarded anywhere in the Estate.	11.1	R1 000	R2 000	R3 000
Littering (By any person in the Estate).	11.3	R1 000	R2 000	R3 000
Burning of rubbish in the Estate.	11.3	R2 000	R3 000	R4 000
Fauna and flora may not be chased, trapped, harmed, removed or interfered with or harassed in anyway.	11.1; 11.7	R2 000	R4 000	R5 000

<b>GENERAL</b>				
Unauthorised swimming or bathing in dams.	11.9	R1 000	R2 000	R3 000
Neglected gardens		R1 000	R2 000	R3 000
Parked and/or stored trailers, boats, caravans, equipment, vehicle parts as well as industrial/ commercial vehicles etc. visible from the street and golf course.	10.16	R1 000	R2 000	R3 000
Use of fireworks anywhere in the Estate.		R5 000		
Vandalism of any private and/or public property.		Penalty (based on repair cost) to be determined.		
Subletting of Units in contravention of Rules.		R2 000pm		
Walking on the Golf Course during times of play.		R750	R1 500	R2 500
Failure to cease business operations from home on instruction from the HOA.		R750	R1 500	R2 500
Illegal wendy houses (per month).		R2 000	R5 000 from 3 <sup>rd</sup> month onwards	
<b>BUILDING WORK</b>				
Non compliance with building and architectural guidelines (per month).		R2 000	R5 000 from 3 <sup>rd</sup> month onwards	
Non compliance with to maintenance request (per month).	17.6	R2 000	R5 000 from 3 <sup>rd</sup> month onwards	
Building without approved plans (per month).		R2 000	R5 000 from 3 <sup>rd</sup> month onwards	

## SCHEDULE B – APPLICATION FOR COMMERCIAL ACTIVITIES

The Association has investigated the running of non-commercial business enterprises from De Zalze Winelands Golf Estate and have established the following rules:

The Rules have been devised to minimise disruption to other businesses and residents on the Estate. In some instances, exceptions have been granted in order not to prejudice existing home owners who already conduct a business from home and to minimise the level of unemployment.

Homeowners who envisage running a business enterprise from the Estate must complete the below application form for permission to be granted by the HOA for such an Enterprise.

A business undertaking from a dwelling is subject to the following:

There may be provided that only one *bona fide* occupant provided that two bona fide occupants may be allowed subject to written consent from the HOA.

1. A maximum of 30% of the gross floor area of the dwelling place may be utilised, provided that such area does not exceed 60 m<sup>2</sup>.
2. The display of a name or advertising and notice boards is prohibited.
3. No door to door canvassing and/or selling is permitted.
4. The storage of goods of any nature and/or hazardous waste is prohibited.
5. The display of goods contemplated shall be located inside the dwelling place and shall not be visible from the outside/street.
6. The loading and off-loading of goods by means of a private or commercial vehicle may not take place unless the mass does not exceed 3500kg, loading capacity included, and the maximum length, width and height of 5,5m, 1,8m and 2,1m respectively.
7. All visitors' vehicles shall be parked on the premises. No parking whatsoever is permitted on the pavement.
8. The parking of motor vehicle shall not impact neighbours' premises and/or the pavement.
9. A maximum of one person may be employed in addition to the occupant/owner.
10. No industry or manufacturing enterprise likely to cause disturbance to residents will be permitted.
11. No disturbances, noises, smells, radioactive or annoying situations that may cause public discomfort will be permitted.

The following business undertakings will not be considered or permitted:

- ii. Crèche
- iii. Funeral undertaking
- iv. Visitors information bureau
- v. Building Society
- vi. Bank agency
- vii. Towing service
- viii. Vehicle workshop
- ix. Carwash bay
- x. School
- xi. Panel beater
- xii. Parcel delivery services
- xiii. Travel agency
- xiv. Shooting range
- xv. Blasting contractors
- xvi. Butchery and/or meat-processing enterprise
- xvii. Dog parlour
- xviii. Seafood supply/wholesalers
- xix. Bakery
- xx. Vehicle sale showroom and offices
- xxi. Entertainment centre
- xxii. Any manufacturing enterprise
- xxiii. Packaging and/or cartage contractors

The undertaking may not generate excessive traffic. A minimum of two simultaneous visitors is permitted. The number of visitors may not adversely affect De Zalze security. Security must be notified of visitors before they report to the main gate.

The permission granted in terms of this policy to a homeowner can be terminated at the sole discretion of the Association, if the owner contravenes the rules that govern business enterprises on the Estate.

The homeowner shall have no claim whatsoever against the HOA for damages or other causes.

Written consent of all immediate neighbours to conduct the enterprise must be obtained and must accompany a request for the permission to the HOA to conduct the business.

Applicant Signature & Date:

I, \_\_\_\_\_ confirm acceptance of the above terms and conditions.

Signature of Consent Neighbour 1:

Name of Consenting Neighbour:

Erf Number:

Date:

Signature of Consent Neighbour 2:

Name of Consenting Neighbour:

Erf Number:

Date:

**BUSINESS APPLICATION FORM**

Business enterprise name: .....

Registration number:.....

Nature of business:.....

Erf number:.....

Street address:.....

Owner of property: .....

Anticipated daily / weekly / monthly visitors:.....

Anticipated business growth:.....

Motivation for Business Application:

.....  
.....  
.....  
.....  
.....  
.....  
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.....  
.....  
.....

OWNER'S SIGNATURE .....

PERMISSION GRANTED ON BEHALF OF THE DE ZALZE WINELANDS GOLF ESTATE BOARD OF DIRECTOR AND OR MANAGER

.....

SIGNATURE

.....

DATE

NAME & POSITION:.....

**SCHEDULE C APPLICATION FOR SOCIAL EVENT****RESIDENT APPLICATION TO HOST A SOCIAL EVENT****In terms of paragraph 5 of the Estate Rules****PARTICULARS OF APPLICANT**

Name & Surname		Erf No	
Address			

**DETAILS OF EVENT**

Date of event			
Description of event			
Start time		Estimated end time	
Estimated amount of guests			
Responsible adult			
Parking arrangements			

**CONDITIONS**

By signing this application, I agree to uphold the Estate Rules and in the event of any breach of such rules by my guests, clients or invitees, such breach shall be deemed to have been committed by me.

I am aware that the Association, in determining the merit of the application, shall consider the position of my residence in relation to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as other matters of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed necessary by the Board, or its Manager. I further agree that those restrictions imposed on any function shall be strictly adhered to.

I agree not to host any religious activities (including funerals of any kind) with the exception of such activities being conducted inside the dwelling which will be done without disturbing neighbours in any way. Furthermore I agree that no slaughtering of any animals whatsoever will be conducted on the Estate or within our premises.

I agree to submit a final guest list to the HOA at least 24 hours prior to the event. I agree to terminate any activities and loud music that may be disturbing to my neighbours or other residents in close proximity at midnight on the day of the event.

_____ SIGNATURE APPLICANT	Date of application: _____
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FOR OFFICE USE ONLY

Approved

Not approved

Reasons for non-approval (if applicable):

Date of approval: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE ESTATE MANAGER

## **SCHEDULE D – USE OF REGISTERED GOLF CARTS BY MEMBERS AND HOMEOWNERS**

The purpose of this document is to define rules and regulations governing the use of golf carts by Members and Homeowners' at De Zalze Winelands Golf Estate. The rules imposed by the Golf Course Operator will be applicable on the Golf Course.

### **1. SPECIFICATION OF GOLF CARTS**

- 1.1 Golf Carts shall be electrically operated and in standard manufactured colours. All golf carts shall have a De Zalze Winelands Registration Number issued by the DZWGE Home Owners Association, displayed on their vehicle.
- 1.2 Golf Carts shall be equipped with pneumatic tyres designed for golf course usage. Knobbly tyres or tyres emitting high noise levels shall not be permitted.
- 1.3 No carts will be permitted to operate after dark without front and rear lights.
- 1.4 Golf Carts are to be kept clean and in good working order.
- 1.5 The Estate / DZWGE Homeowners' Association / Golf Course Operator reserves the right to prevent damaged and/or carts in poor condition from operating within the Estate.

### **2. OPERATION OF GOLF CART**

- 2.1 Golf Carts shall be operated by persons 18 years or older, and who are in possession of a valid driver's license. Non compliance will result in penalties, prescribed by the HOA rules.
- 2.2 The number of persons occupying a golf cart shall not exceed the manufacturer's recommendations (2 in respect of a 2-seater and 4 in respect of a 4-seater).
- 2.3 Standing on the rear of a golf cart is strictly prohibited.
- 2.4 Golf Carts shall be operated only in the designated areas of the estate. No driving on the Golf Course is permitted while not in play.
- 2.5 Pedestrians shall have the right of way and golf carts shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 2.6 Golf Carts shall adhere to all signage on the Estate.
- 2.7 The Member / Homeowner will be responsible for any damages sustained on the Golf Course or Estate.
- 2.8 The Member / Homeowner / Driver waives all rights to claim against the Estate / Golf Course Operator /Home Owners Association in the event of any loss or damage or injury sustained.
- 2.9 In the event that a member / Homeowners' golf cart is utilized by a friend or guest of family member, it is the member / homeowners' responsibility to ensure that such person is acquainted with and adhere to the rules and regulations as contained herein

### **3. STORAGE OF GOLF CARTS**

- 3.1 Golf Carts are to be stored on the Homeowners' property in a storage facility specifically designed for the purpose, as indicated in the De Zalze Rules.
- 3.2 Storage of golf carts on roads, pathways and or gardens is strictly forbidden.

### **4. CONTRAVENTION**

- 4.1 In the event of a contravention or continued contravening of the rules and regulations, the guilty party shall be liable for a penalty, and / or temporary or permanent suspension of use. The amount of the penalty is at the discretion of the DZWGE Home Owners Association.

