DIAZ ESTATE HOME OWNERS ASSOCIATION

ESTATE RULES

Ho/gl

INTRODUCTION

a) The Estate Rules are binding on and apply equally to all Members, residents or persons at or visiting the Estate, and shall be administered by the Trustees.

b) The registered owners of erven or units are responsible for ensuring that Members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of, and abide by the Estate Rules.

c) The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the Constitution, which vests the ultimate acceptance of the Estate Rules in the hands of the general body of Members of the HOA.

d) The primary objective of the HOA is to promote, advance and protect the communal interests of the owners and occupiers of immovable properties within the estate and in the course in doing so, to ensure acceptable aesthetic appearance of its land and buildings.

e) The Estate Rules have been established inline with the Constitution. Should any rule contained herein be in conflict with any provision of the Constitution, the order of preference shall be that the Constitution shall prevail over the Estate Rules.

f) The decision of the Trustees is final and binding in respect of the interpretation of the Estate Rules and no person or Member shall have any claim of whatsoever nature for damages against the HOA as a result of a decision taken by the HOA regarding the interpretation of the Estate Rules.

1. INTERPRETATION

1.1 The Home Owners Association will hereafter be referred to as the HOA.

1.2 Any person who contravenes or fails to comply with any provision of these Estate Rules, or any condition imposed, or directions given in terms hereof, shall be deemed to have breached these Estate Rules and will be liable for payment of the penalties laid down in terms hereof.

1.3 The HOA may delegate any of its powers so delegated to him, or any power accorded to him in terms of these Estate Rules, to any person nominated by him for the purpose, and any reference to the HOA shall be deemed to include a reference to any such nominee.

2. CONDUCT ESTATE RULES

2.1 Drunk or disorderly conduct in any communal area of the Estate is not allowed.

2.2 Residents shall maintain a high standard of garden and road reserve (sidewalk) maintenance.

2.3 Members may not encroach upon the cadastral boundaries of the erf of their Units with any construction and/or landscaping. Any encroachment onto common areas will be summarily removed by the HOA at the cost of the offending Member.

2.4 The use of fireworks, in any manner whatsoever, within the Estate is strictly prohibited.

2.5 Use of any communal areas is at own risk at all times.

2.6 The HOA shall entertain no claims for damages of whatsoever nature or from whatsoever cause arising from games or fauna.

2.7 Members shall ensure that a vacant dwelling is properly locked and maintained, including the garden, failing which the HOA reserves the right to maintain any aspect of the Unit at the Member's expense payable on demand.

2.8 In the case of incomplete dwellings or completed dwellings that is in a poor state of repair, the HOA may at any time assess the situation on the dwelling from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any deficiency identified in terms of the assessed situation to ensure compliance with the Estate Rules. The Member concerned will be responsible for all costs in this regard payable on demand.

2.9 No advertising is allowed in the Estate or at its entrances unless specifically authorized by the HOA.

2.10 No burning of rubbish in the Estate is permitted.

2.11 No vandalism of whatsoever nature is permitted.

2.12 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purpose.

2.13 Whenever the HOA is of the view that the behavior of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behavior. In the event of such person failing to do so, he shall be deemed to be guilty of having been in breach of this section of the House Estate Rules.

3. PROPERTY TRANFERS

3.1 Only an estate or property agent accredited by the HOA in the alternative the Developer, up and until the HOA is fully functional, may be employed in the sale of any property of the Estate, which accreditation the HOA may withdraw in its sole discretion.

3.2 An estate agent is accredited after signing an agreement with the HOA to the effect that such agency shall abide by the stipulated procedures applicable to the sale and lease of the property in the Estate.

3.3 An accredited estate agent will, in particular, make any buyer aware of the Estate Rules, Architectural Guidelines, Constitution, building deadlines and conditions and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer to purchase must include such clauses as the HOA may require from time to time to ensure compliance withthe matters envisaged herein.

3.4 If a Member is in default as regards payment of a levy or any other debt due to the HOA, then the HOA shall be entitled to refuse to issue a Clearance Certificate, which is required to affect the transfer of an erf or unit.

4. Domestic and Garden employees

4.1 Owners and/or residents shall be responsible to ensure that their domestic/garden workers comply with all security requirements as well as all Estate Rules and they must be checked in and out at the security gatehouse.

4.2 All domestic employees must be registered on an annual basis from the date of their first registration to obtain ingress and egress to the estate.

4.3 No domestic employee is permitted to remain on the estate overnight unless prior authority has been obtained from the HOA. Under exceptional circumstances, the HOA may allow a relaxation of this rule for a specific date or period.

4.4 Instances of “exceptional circumstances” are, for example, such as illness, injury or incapacity or an emergency beyond the reasonable control of the owner and/or resident.

5. SECURITY

5.1 Security protocol at the gatehouses shall be adhered to at all times.

5.2 Under no circumstances shall Members or any person other than security personnel, Trustees or management of HOA be allowed into the gate houses.

5.3 The ID card system (or similar security system and related procedure to be decided by the HOA) for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member on people in his employment.

5.4 Security related incidents must be reported to a Member of the security office security manager or Estate Manager of the HOA immediately.

5.5 Except for the Estate Manager or his appointed representative, no other person/security officer shall authorise a deviation from the Estate Rules in respect of access and egress to and from the property and movement on the Estate.

5.6 No property shall be secured with any externally added security or fencing during or after construction without the written permission of the HOA. All fencing must be approved of by the Board of Trustees before the erection thereof.

5.7 Members on the perimeter wall are responsible for keeping any overgrowth at least 500 mm clear of the barrier.

6. OPEN SPACES

6.1 For purposes of this clause “open spaces” shall mean any area in the estate not covered by a building.

6.2 No person shall use any open space within the estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the estate.

6.3 No person shall discard any litter or any refuse at any place in the estate other than in such receptacles and in such places as may be set aside for the purpose designated as such by the HOA.

6.4 No camping shall be permitted within the Estate.

6.5 No fire shall be lit anywhere in the estate, except in such places as may be designated for the purpose by the HOA and in a properly constructed fireplace or braai.

6.6 No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for someother use by the HOA.

6.7 No person shall anywhere in this estate discharge any air gun or pistol.

7. PETS

7.1 Domestic animals shall only be kept with the written approval of the Trustees, who's consent will not be unreasonably withheld.

7.2 Mammals will be restricted to two small dogs and one cat.

7.3 No animal shall be taken outside the residential erf boundary unless such animal is on a leash.

7.4 An Owner or occupier who suffers form a disability and who reasonably requires a guide, hearing or assistance, dog must obtain the Trustees consent to allow the animal to accompany him/her in the common property.

7.5 It is the responsibility of the Owner, on whose property the animal is kept ensuring that the animal is easily identifiable, either by collar and name tag, electronic pet tag, or other acceptable method.

7.6 If any animal, reptile or bird become a nuisance to the neighbours, the neighbour shall give written notice to the member as well as to the trustees. A decision will be made pending the annual general meeting or any other meeting set up by the trustees.

8. BEHAVIOUR OF ALL MEMBERS

8.1 Any activity that might cause aggravation or nuisance to fellow Members shall not be conducted on any property.

8.2 Members shall ensure that their employees do not loiter in the Estate, specifically not at any prominent place such as the gates, road circles. streets, etc.

8.3 Members must ensure that their children and the children of Members of their households, employees, tenants. invitees and guests do not pose a safety threat to themselves or any other person or driver in the Estate. Tenants shall have the same responsibility as regards their households, employees, invitees and guests.

8.4 Whenever the HOA receives a written complaint from a Member relating to the behaviour of any persons in the Estate, the HOA shall investigate appropriately and take any steps required within the scope of the Estate Rules and the Constitution. The HOA is not prevented by this clause from taking action on its initiative, if evidence of behaviour. which in the opinion of the Trustees is unacceptable, should come to its attention from a source other than a written complaint.

9. LETTING OF PROPERTY

9.1 No person shall rent, alternatively advertise, his unit for occupation or otherwise part with occupation of his unit, whether temporarily or otherwise, for a continuance period exceeding 30 days unless:

9.1.1 The HOA has consented in writing to the renting of the unit, which consent shall not be unreasonably withheld.

9.1.2 A written lease agreement has been entered into between the Member and the tenant and a copy thereof supplied to the HOA.

9.1.3 It is a condition of such a lease agreement that the tenant binds himself to observe the Estate Rules of the HOA. Any fines imposed on a tenant will be payable by the owner, if not paid by the tenant within 7 days.

9.2 The following procedure shall apply to short term/ day-to-day type rentals:

9.2.1 Short-term rentals will only be allowed in phases 1 and 2 of the Development.

9.2.2 Short-term tenants may arrange to have access granted to visitors or invitees by the relevant letting Members or their duly authorised agents who shall in their sole discretion issue short term tenants with the necessary, valid VMS codes (or similar security system and related procedure to be decided by the HOA).

9.2.3 The tenant acknowledges that any violation of the Estate Rules will automatically constitute a breach of the lease agreement. The owner of the rented property will in such a case be required to take corrective action, including eviction of the tenant if appropriate.

9.2.4 Only an estate or property agent accredited by the HOA may be employed in the sale or letting of any property in the Estate, of which such an accreditation may be withdrawn by the HOA in its sole discretion.

9.3 Only an estate or property agent accredited by the HOA in the alternative the Developer, up and until the HOA is fully functional, may be employed in the letting of any property at the Estate, which accreditation the HOA may withdraw in its sole discretion.

10. STREET USE, PEDESTRIANS AND VEHICLES

10.1 All roads within the Estate are public roads and are subject to the relevant road traffic ordinances or by-laws.

10.2 The speed limit is 40 km per hour in the Estate.

10.3 Parents will be responsible for the safety of their children and the HOA will take no responsibility for any accidents that occur within the Estate.

10.4 Only licensed drivers may operate and drive vehicles within the Estate.

10.5 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said gate, except where the HOA has issued to its Members a device enabling such Members to operate the vehicle entrance gate themselves.

10.6 No Member shall permit the use of such device for operating the said vehicle entrance gate by any other person other than the Member, or the guests or lessees of such Member Excessive use of car hooters in the estate is prohibited.

10.7 Pedestrians, shall always have the right of way within the estate and vehicles shall be brought to a stop whenever necessary to enable them to enjoy such right of way.

10.8 No person shall, within the estate, permanently park or store any caravan, boat, truck or lorry or extra vehicle, on any area not designated as a parking space, and then only with the written consent of the HOA, in a place designated for the purpose (if any);

10.9 No vehicle will be allowed to idle for an unreasonable period in the areas designated for vehicles in the common property or any exclusive use area.

10.10 All vehicles that enter the property must be in a roadworthy condition.

10.11 Any damage caused by a vehicle to the common property or exclusive use areas will be recovered from the Owner and/or the Occupier.

10.12 Washing of vehicles are not allowed on open spaces or common property.

11. BUILDING CONTRACTOR ACTIVITIES

11.1 Unless otherwise agreed by the HOA, contractor activities is restricted to the following times:

07h00 — 18h0O Normal weekdays

08h00 — 13h00 Saturdays.

11.2 Contractor personnel are not permitted to remain on site between the hours of 18h00 and 06h00.

11.3 All of the contractor’s workers and/or the contractor's sub-contractor workers must enter the Estate in an approved vehicle with the proper access card which access card will be issued to them by the HOA and or the Developer up and until the HOA has formally been formed.

11.4 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the service provided. Rubbish/rubble shall be removed every three days and not burnt or disposed of on the Estate. No debris dumping on adjacent stands or the pavement is allowed.

11.5 The contract site is to be kept clean and properly screened as prescribed. If the contractor fails to maintain the site clean and tidy, within reason, then such a contractor may be prohibited from entering the Estate until such a time as the site is properly cleaned.

11.6 Materials off-loaded by a supplier that encroach onto the sidewalk or roadway must be moved onto the site by the contractor. Material and/or rubble must not be allowed to remain on the road or sidewalk, and it is the contractor's and Member's responsibility to clear these areas of all such materials and/or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.

11.7 Deliveries from suppliers must be scheduled regarding paragraph 12.1 above.

11.8 Building boards must be erected, and boards must comply with the HOA’s specifications, details of which are available from the HOA. Such boards are to be erected on the site and not on the sidewalks. Sub-contractor's boards are not permitted. All boards must be removed after issuing of the Occupation Certificate.

11.9 The Member and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property.

11.10 Should the HOA have any reservations concerning the conduct of the contractor and/or subcontractor, the HOA reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice and free of recourse from the owner and/or contractor.

11.11 The HOA shall be entitled to levy fines against Members or their contractors and/or sub-contractors concerning any contravention of the above.

11.12 No unauthorised persons are allowed to building sites under construction.

12. GENERAL

12.1 There shall be one bulk meter installed, by the Developer, in the Estate for the provision of electricity. The Developer, and thereafter the HOA, will oversee the distribution of electricity to each sectional title unit and to each individual erf.

12.2 In no circumstance shall the HOA be liable for any failure, variation or interruption that may be due to the injury or destruction of the building or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes or workmen or lockout by employers, whether such strikes or lockout be on the premises of the HOA or on the premises of any agents of the HOA, or at the works of any suppliers at materials necessary to them, or at any transport business required to transport necessary material for the HOA or its agents. The HOA shall further not be liable for any failure, variation, or interruption of supply to the consumer due to any failure, variation, or interruption of the supply to it from the supply authority or Eskom.

12.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.

12.4 The HOA do not undertake to attend to a failure of supply due to a fault in the electrical installation, except when such failure is due to the operation of the service protective device. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the HOA shall have the right to charge the consumer the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main and charge for such fault or faulty reparation as aforesaid.

12.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protective device or mains supply.

12.6 The HOA may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes.

12.7 The HOA shall further not be held liable for any fluctuations in voltage caused by variations in the municipal supply over which it has no control.

12.8 Members' accounts will be provided to them by the HOA for settlement at the end of each and every month. The meter(s) shall be read monthly by the HOA, and this account will be rendered to the owner by the HOA as part of the monthly levy statement.

12.9 **Solar, Invertor and Battery installations:**

12.9.1.1 Full Title Owners will be allowed to reduce the bulk electricity required by the units by using appropriate approved electrical meters. Should owners wish to install a system to allow for excess solar electricity generated by the unit to be pushed back into the grid, the HOA will decide on the credit rate similar to the applicable municipal rate at the time. Owners will not be allowed to accrue credit from one month to the next.

12.9.1.2 Sectional title units will be allowed to install appropriate battery back-up systems. The Developer may also opt to install solar systems on the roofs (if applicable and feasible).

13. IMPOSITION OF PENALTIES

13.1 The Board of Trustees or the HOA shall have the right to apply penalties to transgressors for contravention of these Rules in order to enforce them and to recoup the administration expenses incurred when dealing with transgressions. Such fines be regarded, together with contributions and charges, as income for the HOA. The penalty system is as follows which may be adjusted by the HOA at their sole discretion from time to time:

(a) Warning Letter;

(b) R 1000.00 to include notice Letter;

(c) R 2000.00 second and/or further offence;

(d)Any damage to Common Property: cost of repair plus 20% administration fees.

13.2 Owners who let their sections to tenants must ensure that their tenants sign a copy of these Estate Rules in acknowledgement of receipt of the Estate Rules.

13.3 Aggrieved owners / tenants should lodge any complaint or incident report in writing to the managing agent.

13.4 The managing agent or the Trustees of the HOA will issue a notice to the transgressor stating the particulars of the complaint. The notice will contain adequate information and detail on the nature of the conduct as well as the specific sections in the Act of Rules that were allegedly breached.

13.5 The transgressor will be given 14 (fourteen) calendar days to respond to the complaint.

13.6 The managing agent or the Trustees of the HOA will schedule a hearing relating to the transgression, after a response from the transgressor was received, or after the expiry of the response period, whichever occurs first.

14. RITUAL SLAUGHTERING

14.1 Ritual slaughtering is not allowed anywhere on the Estate under any circumstances, unless the person contemplating the ritual slaughter has complied with the following:

14.1.1 The owner must give two week's written notice to the trustees, as well as all the tenants of the units, of the ritual slaughtering specifying:

a.) The date and time of the slaughter;

b.) The type of animal to be slaughtered;

c.) The name and qualification of the person who will be carrying out the slaughter;

d.) Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass will be removed from the premises immediately after the slaughter;

e.) Where the slaughter will take place and what measures will be taken to keep it private from the other tenants.

14.1.2 The owner must supply the Trustees with a written confirmation from the Local Authority confirming that the owner has permission and will comply with all the by-laws.

14.1.3 The owner must supply the Trustees with a written confirmation of the Health Department confirming that the prescribed health specifications will be complied with.

14.1.4 The owner must supply the Trustees with a certificate from the SPCA confirming that an SPCA official will be present to ensure that the animal will not endure unnecessary pain and suffering.

15. NOISE

15.1 Radios, cd/dvd players, televisions, home system equipment, musical instruments and other sound producing devices including human voices shall not be played or used in such a manner as to interfere with any residents enjoyment of his section or the common property at any time.

15.2 No generators will be allowed.

15.3 Noise levels must be kept to a minimum between 22:00 and 06:00 weekdays including Saturdays, and Sundays between 20:00 and 08:00.