

**VINI FERA ESTATE**

**MASTER PROPERTY OWNERS ASSOCIATION**

**GOVERNING RULES**

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## 1. INTRODUCTION

- 1.1. Owners and Residents of Properties in the Vini Fera Estate enjoy a unique lifestyle in a village surrounded by vineyards, mountains and water.
- 1.2. Estate living does, however, call for certain restraints and Owners and Residents must at all times have consideration for the rights and privileges of the Farm Owner and other Owners and Residents.
- 1.3. These Rules have been put in place in order to ensure that the Association, its Members, Sub-Members, Residents and Invitees have a set of criteria that promote and enhance harmonious Estate living.
- 1.4. These Rules will change from time to time as the Estate grows.
- 1.5. Members, Sub-Members, Residents and Invitees are obliged to abide by these Rules.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. These Rules must be read in conjunction with the Constitution, the Architectural Guidelines, the Contractor's Code of Conduct and the Landscape Design Guidelines.
- 2.2. In these Rules, unless the context clearly indicates the contrary:
  - 2.2.1. all words and expressions defined in the Constitution shall bear the same meanings herein; and
  - 2.2.2. the singular shall include the plural and vice versa; and
  - 2.2.3. words importing any one gender shall include the other as well as the juristic person.
  - 2.2.4. where reference is made to a period of days, it shall be a reference to a continuous period excluding the first day and excluding the last day.
- 2.3. Notwithstanding the aforementioned, in these Rules, the following words shall, unless the context otherwise indicates, have the meanings given below:
  - 2.3.1. **"Disputing Parties"** means those parties involved in a dispute referred to in Rule 20;
  - 2.3.2. **"Member"** means a Member of the Association and for purposes of these Rules, includes Sub-Members of the Association;
  - 2.3.3. **"Property"** means an Erf and/or a Non-Residential Erf and **"Properties"** has a similar meaning;
  - 2.3.4. **"Rules"** shall mean the Governing Rules made in terms of the Constitution as set out in this document, as amended from time to time;

- 2.3.5. **"Workers"** mean domestic workers, au pairs, gardeners, caregivers and the like employed or appointed by Owners or Residents and includes employees of businesses located on Erven and/or Non-Residential Erven.

### **3. GENERAL**

- 3.1. The powers of the Trustees under the Constitution include the powers to make and amend these Rules, to do all things reasonably necessary for the enforcement of these Rules and for the control, management and administration of the Estate.
- 3.2. It shall be the responsibility of every Owner to ensure that his Tenants and Invitees and the Invitees of his Tenants are aware of and fully conversant and comply with these Rules.
- 3.3. Should there be any breach of these Rules by a Tenant or an Invitee or an Invitee of a Tenant, then such breach shall be considered to have been committed by the Owner himself. This does not detract from the Association's right to take steps against the Tenant or Invitee in terms of the Constitution.
- 3.4. Where there is conflict between these Rules and the Constitution, the provisions of the Constitution shall prevail.
- 3.5. The Developer and/or the Association shall be entitled to add to and/or amend these Rules from time to time.

### **4. CONTACT DETAILS AND SERVICE OF NOTICES**

- 4.1. All Owners and Residents are required to provide the Association with a registered e-mail address and cell phone number for communication purposes. An e-mail properly addressed to such address will be regarded as having been served at the time the e-mail was transmitted unless the contrary is proved.
- 4.2. All notices to Owners or Residents shall be in writing and shall, save as set out below, be given or served by the Association upon any Owner or Resident by electronic mail properly addressed to the Owner or Resident at the last electronic mail address provided to the Association by such Owner or Resident in writing.
- 4.3. Owners and Residents are to immediately notify the Association of any changes in their registered email addresses and cell phone numbers.
- 4.4. Notwithstanding the aforementioned, notices may be served on any person residing in the Estate at the address of the Property at which he is residing, in which event notices delivered by hand to such Property will be deemed to have been received on the date of delivery thereof.

## 5. SECURITY

- 5.1. Security is an important feature of the Estate and Owners and their Invitees and Residents and their Invitees must at all times assist and comply with the security rules, systems and procedures implemented on the Estate from time to time, particularly with regard to access control.
- 5.2. The security systems and procedures, and more specifically access controls, patrols and perimeter security, serve as deterrent and detection factors and do not guarantee an intrusion-free Estate.
- 5.3. Owners, Residents and their respective Invitees may under no circumstances abuse security personnel or obstruct them from performing their functions.
- 5.4. No vehicles or persons shall enter or leave the Estate or the Residential Areas except via the designated access control points. This may be departed from in extraordinary circumstances and only then with the prior written consent of the Developer during the Development Period and thereafter the Association.
- 5.5. Right of admission into the Estate is strictly reserved.
- 5.6. All Owners and Residents must be registered on the Estate's biometric access system in order that they may gain access to the Residential Area in which they own property or reside.
- 5.7. Any Worker employed in a Residential Area must be registered on the Estate's biometric access system in order that they may gain access to the Residential Area in which they are employed.
- 5.8. Visitors and service providers may only gain access to a Residential Area via the Estate visitor entry system.
- 5.9. The Estate visitor entry system will allow visitors and service providers to enter and exit a Residential Area by using a unique one-time pin code, generated by the Resident. This code can be used only once and will not be re-sent if lost.
- 5.10. Residents are urged to generate the unique one-time pin code prior to the arrival of their visitor or service provider in order that their visitor or service provider may be in possession of same on arriving at the access control point to the Residential Area in question.
- 5.11. Should a visitor or service provider arrive at the access control point to a Residential Area and not be in possession of a unique one-time pin code, or should the unique one-time pin code in his possession have expired, then the security detail at such access control point shall attempt to contact the Resident concerned to request

that the Resident generates the unique one-time pin code in order to enable the visitor or service provider to gain access to the Residential Area.

- 5.12. No visitor or service provider will be allowed to access a Residential Area if they are not in possession of a valid unique one-time pin code.
- 5.13. All Invitees, who are not registered on the Estate's biometric access system, must produce a valid driver's licence, passport or South African identity document in order to access a Residential Area. A refusal or failure to do so will result in access to the Residential Area being denied.
- 5.14. Prospective purchasers of Properties may only be allowed into the Residential Areas if accompanied by an Estate Agent.
- 5.15. Any burglar alarm systems purchased for Properties must be compatible with the electronics of the Estate security system as such alarms must be linked thereto and must comply with the rules made with regard thereto from time to time. Monitoring of the burglar alarm system may only be conducted by a service provider appointed / approved by the Developer during the Development Period and thereafter the Association.
- 5.16. No external audible alarm sirens may be installed i.e. the alarm system installed must be silent to the outside environment.
- 5.17. No Property may be secured with any externally added security fencing.
- 5.18. Residents are obliged to furnish the Association with details of all persons temporarily occupying their Property during their absence.
- 5.19. Any vehicles may be searched by security on entering or exiting the Estate and/or a Residential Area. Any person who refuses to allow his vehicle to be searched on entering the Estate and/or a Residential Area will be denied access to the Estate and/or the Residential Area concerned. Any person who refuses to allow his vehicle to be searched on exiting the Estate and/or a Residential Area will be reported to the South African Police Services and will furthermore be banned from entering the Estate and any Residential Area in the future.
- 5.20. Commercial deliveries in the Residential Areas will not be permitted on Sundays nor before 07:00 or after 18:00 on weekdays, nor before 07:00 or after 15:00 on Saturdays and public holidays without the prior written consent of the Association.
- 5.21. Taxis or similar vehicles will only be allowed into the Residential Areas if a Resident has made prior arrangements with security manning the access control point to the Residential Area in question.

- 5.22. No person shall do anything that is prejudicial to the security of any Resident. Any security related incident must be reported to the security control room immediately.

## **6. WORKERS**

- 6.1. Workers are obliged to abide by these Rules and the Constitution.
- 6.2. 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.
- 6.3. Residents are required to register their Worker(s) on the Estate biometric system. Such registration will necessarily involve providing the Association with full details pertaining to such Workers.
- 6.4. Workers are not allowed to loiter on the Estate outside of the Property which is their dedicated workplace.
- 6.5. All Workers shall be required to obtain identification cards from the Association and shall be obliged to display such identification cards on their persons whilst they are on the Estate, at all times.
- 6.6. Residents must use their best endeavours to ensure that none of their Workers behave or engage in conduct unbecoming the high standard of the Estate; and/or engage in any strikes or other labour action on or about the Estate. It being recorded that the Association 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.
- 6.7. A Worker may only overnight or reside on a Property with the prior written consent of the Developer during the Development Period and thereafter the Association.

## **7. TRAFFIC, PEDESTRIANS AND PARKING**

- 7.1. Motorised vehicles, including golf carts, motorbikes and scooters may only be driven in the Estate by persons who are in possession of a valid driver's licence, that is current.
- 7.2. No unlicensed vehicle or vehicle that is not roadworthy may be driven in the Estate.
- 7.3. Save for the Farm Owner, employees of the Farm Owner and the security detail, no quad bikes may be driven anywhere within the Estate.
- 7.4. The speed limit in the Estate is 40 km/h.
- 7.5. Pedestrians, animals, birds and wildlife shall at all times have the right of way within the Estate. Vehicles must be brought to a standstill whenever necessary.

- 7.6. Residents' vehicles must be parked in garages and/or driveways. The vehicles used by Invitees should be confined to the Property of their host Owner / Resident.
- 7.7. Parking in streets, on pavements and on verges is prohibited.
- 7.8. Residents shall ensure that their vehicles, and the vehicles of their Invitees, do not drip oil or brake fluid on or about the Common Property or the Communal Property or in any other way pollute or deface either the Common Property or the Communal Property.
- 7.9. No trailer, caravan, boat or truck may be parked or stored in the Estate in such a way that it is visible from the road, except with the prior written permission of the Association.
- 7.10. The revving of cars or motorbikes within the Estate must be restricted to the absolute minimum.
- 7.11. No servicing, reconditioning or carrying out of repairs to any vehicle on the Estate is permitted.
- 7.12. No helicopters or any means of aerial conveyance may be landed at any place on the Estate without the prior written authority of the Farm Owner and the Association.
- 7.13. Only battery operated golf carts will be permitted in the Estate.

## **8. ANIMALS AND PETS**

- 8.1. The Local Authority by-laws relating to pets shall apply and be strictly enforced.
- 8.2. Residents may not keep more than two dogs or two cats or one dog and one cat on their Property.
- 8.3. Invitees may not bring any animals or pets onto the Estate.
- 8.4. Where dogs are kept, suitable measures will need to be adopted to prevent dogs from straying off the Property that is occupied by their owner.
- 8.5. Dogs must be kept on a leash at all times when not on the Property that is occupied by their owner.
- 8.6. Every pet must wear a collar with a tag indicating the name and telephone number of its owner.
- 8.7. If animals or pets are brought onto or found upon the Estate contrary to the provisions of these Rules or if any animal or pet, in the sole discretion of the Association is considered to be a danger or a nuisance to other Residents or their

pets, the Association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:

8.7.1. require the owner concerned to remove the animal from the Estate; and/or

8.7.2. itself remove the animal from the Estate and to claim all costs so incurred from the owner concerned.

8.8. If any dog digs holes and/or otherwise damages the Common Property, its owner shall be required to repair the damage.

8.9. Poultry, pigeons, aviaries, wild animals, livestock or the like may not be kept on the Estate.

8.10. Any dog excrement deposited within the Estate must be immediately lifted and removed by the owner concerned.

## **9. COMMON PROPERTY AND COMMUNAL PROPERTY**

9.1. No person shall do anything that detrimentally affects or unreasonably interferes with the use and enjoyment of the Common Property and the Communal Property by others.

9.2. Residents and their Invitees must keep the Common Property and the Communal Property clean and litter free.

9.3. Swimming pool, fishpond and fountain water may not be discharged onto the Common Property and may only be emptied into the storm water drainage system.

9.4. No boat or craft of any description, powered by a motor, may be launched on any lake or waterway.

9.5. No person may pollute or permit the pollution of any lakes or waterways within the Estate.

9.6. Flora, as well as any natural features such as rocks and items of archaeological significance, shall not be damaged or removed from the Common Property or the Communal Property.

9.7. Fauna of any nature may not be chased, trapped or harmed in any way.

9.8. Owners, Residents and their respective Invitees who enter and use the Common Property and the Communal Property do so at their own risk at all times.

## **10. LANDSCAPING AND GARDENS**

- 10.1. The nature, content and design of a garden on a Property, including the landscaping of all Properties must be carried out and maintained in accordance with the provisions of the Landscape Design Guidelines.
- 10.2. Should the provisions and standards as set out in the Landscape Design Guidelines not be adhered to, the Association may take such steps as it deems necessary in order to ensure that the required provisions and standards are adhered to. The Owner will be liable for the costs thereof.
- 10.3. The planning concept for the Estate is one of openness and visual transparency. As such, garden areas on both sides of any Dwelling will be open to viewing and must be kept neat, tidy, clean and uncluttered.

## **11. FIRE PREVENTION AND HAZARDOUS SUBSTANCES**

- 11.1. Properties on which no Improvements have been constructed are a potential fire hazard and must be kept clean of weeds, grasses, bushes and litter on a regular basis to the satisfaction of the Association, failing which the Association has the right to clean the Property at the Owner's expense.
- 11.2. No fire shall be lit on the Estate except in such places as may be designed for the purpose by the Association or in an approved and properly constructed fireplace or braai.
- 11.3. No Owner or Resident 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.
- 11.4. Fireworks are strictly prohibited.
- 11.5. No Owner or Resident shall bring or permit any person to bring any pest control substances onto the Estate without the consent of the Developer during the Development Period and thereafter the Association, who may impose such conditions for pest control as the Developer or the Association deem reasonable in order to protect the environment and/or the health and safety of any other persons or animals on the Estate.

## **12. REFUSE AND RUBBLE**

- 12.1. All refuse bins shall be kept in a refuse bin storage area specifically designed for such purpose and adequately screened from view as provided for in the Architectural Guidelines.

- 12.2. Residents must separate their refuse into recyclable and non-recyclable refuse. Recyclable refuse must, in turn, be separated into glass, plastics and paper/cardboard.
- 12.3. Refuse removal services for non-recyclable refuse and for recyclable refuse shall be provided on a weekly basis. Information of the times, days and methods of removal will be provided.
- 12.4. Refuse bins containing non-recyclable refuse and closed transparent plastic bags containing recyclable refuse, duly separated as set out in Rule 12.2 above, must be placed at the designated collection points for removal purposes. Refuse bins must be returned to the refuse bin storage area as soon as possible once refuse removal has taken place.
- 12.5. No refuse removal service will be provided for garden refuse such as grass, clippings, leaves, stones or branches. This remains the responsibility of the Resident. Residents may, however, deliver any garden refuse to garden refuse storage/collection points as determined from time to time by the Developer during the Development Period and thereafter the Association.
- 12.6. No refuse, garden refuse or building rubble may be dumped on other Properties under any circumstances.
- 12.7. Refuse may never be burned.

### **13. WATER**

- 13.1. Neither the Developer nor the Association shall be liable for damages, expenses or costs caused to Owners or Residents for any interruption in water supply.
- 13.2. Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water lost due to leakage and/or any other fault in the installation on a Property.
- 13.3. 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.
- 13.4. No person, other than a person specifically authorised thereto by the Developer alternatively the Association in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 13.5. The Developer, alternatively the Association, may, without notice, disconnect the water supply to any Property temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.

- 13.6. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the Architectural Guidelines.
- 13.7. In order to effectively manage water resources, no borehole may be sunk or well point dug on the Estate.

#### **14. PROPERTY APPEARANCE AND MAINTENANCE**

- 14.1. All Improvements must be constructed in accordance with the provisions of the Architectural Guidelines.
- 14.2. An Owner must maintain:
  - 14.2.1. his Property and Improvements in a state of good repair; and
  - 14.2.2. all aspects relating to the exterior of his Dwelling and his Property, including but not limited to painted surfaces, roofs, pools, paving and driveways at a level of upkeep, neatness and tidiness,  
  
which is to the satisfaction of the Association.
- 14.3. All clothing, laundry or washing of any nature shall be adequately screened from view and may only be placed in a drying yard or such other area designed for such purpose.
- 14.4. Residents are encouraged to keep their garage doors closed whenever possible in the interests of the general appearance of the Estate.
- 14.5. The storage of materials and/or the placement of wendy houses, doll houses or any other unsightly objects in gardens or driveways is not permitted.

#### **15. NEIGHBOUR RELATIONS**

- 15.1. Owners and Residents shall at all times conduct themselves and ensure that their respective Invitees conduct themselves with due consideration and regard for the comfort and quality of life of all other Owners, Residents and their respective Invitees, and shall not do anything which adversely impacts thereon.
- 15.2. Owners and Residents are reminded that their conduct and the conduct of their respective Invitees shall at all times in any event, be governed by the applicable Local Authority by-laws.
- 15.3. No person shall make or cause any excessive or undue noise which constitutes a nuisance to another person, in particular, but not necessarily limited to the following:
  - 15.3.1. all vehicles, particularly motorcycles, must be sufficiently silenced; and

- 15.3.2. swimming pool pumps, heating equipment, air conditioning, water features and any other machinery or equipment must be placed and installed in such a manner so as to not cause any noise or nuisance to neighbouring and/or other Residents and/or their Invitees; and
  - 15.3.3. the mowing or edging of lawns, the use of leaf blowers or the operation of any other noisy machinery, which may disturb other Residents and/or their Invitees, is to be restricted between the hours of 08:00 and 17:00; and
  - 15.3.4. the playing of music and/or electronic instruments is to be restricted to a level and should take place in such a manner and at such times as not to be heard on neighbouring or other Properties.
- 15.4. Notwithstanding the provisions of Rule 15.3.4, all music, electronic instruments and noise from partying and the like shall cease at 23:00.
- 15.5. No generators will be allowed on the Estate without the prior written consent of the Developer during the Development Period and thereafter the Association and subject to such noise suppression conditions as the Developer during the Development Period and thereafter the Association may deem fit.
- 15.6. Garden and other lights and floodlights shall be adequately screened as not to cause a discomfort or any nuisance to neighbouring and/or other Residents and/or their Invitees.
- 15.7. No person may publicly display a firearm, air rifle, crossbow or any other similar weapon whilst on the Estate. No person may discharge any such weapon on the Estate, except in self-defence.
- 15.8. No animal may be slaughtered nor may any butchering activities take place on the Estate.
- 15.9. In order to maintain the residential nature of the Residential Areas:
- 15.9.1. no lodge or guesthouse may be conducted from a Property located in a Residential Area; and
  - 15.9.2. the maximum number of persons that may be permitted to occupy a Dwelling shall be limited to:
    - 4 (four) in the case of a 2-bedroom Dwelling;
    - 6 (six) in the case of a 3-bedroom Dwelling;
    - 8 (eight) in the case of a 4-bedroom Dwelling;
    - 10 (ten) in the case of a 5-bedroom Dwelling;
    - 12 (twelve) in the case of a 6-bedroom Dwelling.

## **16. BUSINESS AND COMMERCIAL ACTIVITIES**

No business or commercial activities may be conducted from a Residential Area without the prior written consent of the Developer during the Development Period and thereafter the Association, and subject to such conditions as the Developer / the Association may deem fit.

## **17. TENANTS**

- 17.1. These Rules apply to and are binding upon all Tenants. An Owner who intends to let a Property shall furnish his Tenant with copies of the Constitution and these Rules.
- 17.2. The responsibility of enforcing the Rules and the Constitution rests with the Owner.
- 17.3. In order to protect the integrity of the permanent residential component in the Residential Areas, the minimum period for which a Property located in a Residential Area may be let shall be 3 (three) months.
- 17.4. In order to ensure that prospective tenants are correctly advised of their rights and obligations relative to the Estate, Owners are obliged to use the services of the Estate Agents for purposes of letting their Properties.
- 17.5. Any lease agreement in respect of a Property in the Estate must be in writing and must include a clause whereby the Tenant agrees that both he and his Invitees will comply with the provisions of the Constitution and these Rules for the duration of the lease period.
- 17.6. The Owner shall lodge a copy of the signed agreement of lease with the Association prior to the Tenant taking occupation of the Property.

## **18. PROPERTY TRANSACTIONS**

- 18.1. In order to ensure that prospective purchasers are correctly advised of their rights and obligations relative to the Estate, including but not necessarily limited to the Constitution, the Rules, the Architectural Guidelines, the Contractors Code of Conduct and the Landscape Design Guidelines, and to avoid the proliferation of unsightly signage, Owners are obliged to utilise the services of the Estate Agents to sell their Property.
- 18.2. The Estate Agents may only operate on a "by appointment" basis and may not erect any "For Sale" or "Show House" or "Sold" boards or any other signage boards whatsoever in or about the Estate.

- 18.3. The Estate Agents must personally accompany prospective buyers or tenants onto the Estate in order to view the Property that is for sale.

## **19. FIBRE OPTIC NETWORK**

- 19.1. Owners and/or Residents are obliged to maintain a connection to the Estate's fibre network and to contract with the internet service provider(s) as appointed by the Developer during the Development Period and thereafter the Association. Owners and/or Residents shall be liable for the cost to connect to this fibre network and are furthermore obliged to comply with all of the requirements of the appointed internet service provider(s) in respect of telecommunications and multimedia signals and services within the Estate.
- 19.2. The provision of the fibre-based carrier neutral open access network ought to negate the need for and use of television antennae, satellite dishes, radio antennae, microwave dishes and other communication devices attached to Improvements within the Estate.
- 19.3. Should the connectivity provided by this network not provide the technical solution for an Owner's / Resident's requirements, application must be made to the Association for approval prior to the installation of any other connection method. Such application must be motivated on technical grounds and will be subject to technical assessment by the Association. Further, pursuant to the technical approval being obtained from the Association for the installation of television antennae, satellite dishes, radio antennae, microwave dishes and other communication devices, such installation must first obtain the Scrutiny Architect's written approval. Appropriate screening of such devices will be necessary. The Owner / Resident will also be obliged to obtain all other approval(s) that may be required in this regard.

## **20. BREACH AND DISPUTE RESOLUTION**

### **20.1. Disputes regarding the Architectural Guidelines or Landscape Design Guidelines**

Should any dispute arise in connection with the Architectural Guidelines or the Landscape Design Guidelines, including without limitation, the application and/or interpretation thereof, the Scrutiny Architect's decision in respect of any such dispute shall be final and binding upon the Disputing Parties and if necessary, the Scrutiny Architect can, with the approval of the Developer during the Development Period and thereafter the Association, make the necessary amendments to the

Architectural Guidelines or Landscape Design Guidelines where they are, in the sole discretion of the Scrutiny Architect and the Association, lacking or vague.

**20.2. Disputes between Owners, Residents and/or their respective Invitees**

20.2.1. Should a dispute arise relating to the interpretation of, the effect of, or the rights or obligations under these Rules, the Disputing Parties involved shall endeavour in the first instance to settle such dispute and shall in such circumstances exhibit due tolerance and shall act reasonably in accordance with the principles of good neighbourliness.

20.2.2. Where such dispute cannot be resolved, should the Disputing Parties mutually agree, the dispute shall be referred to the Trustees, who shall act as mediators (and not arbitrators), should the Trustees have so resolved).

20.2.3. In the event of the matter being resolved to the satisfaction of the Disputing Parties as a result of the mediation of the Trustees, such settlement shall be final and binding upon the Disputing Parties.

20.2.4. Where the Disputing Parties have elected to submit their dispute for mediation to the Trustees, the Disputing Parties shall, in equal shares, pay the reasonable costs which shall be incurred by the Trustees in regard to mediation.

20.2.5. Should the Trustees elect not to mediate with respect to the dispute, alternatively should mediation not be successful, then the Disputing Parties shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by way of referral to CSOS for dispute resolution, legal proceedings or arbitration.

**20.3. Breach of these Rules by Owners, Residents and/or their respective Invitees**

20.3.1. Should the Association be of the opinion that an Owner or a Resident or any of their respective Invitees has failed to comply with or breached a provision of these Rules, or incurred a penalty, then:

20.3.1.1. it shall formally advise the Owner / Resident / Invitee of the failure / breach; and

20.3.1.2. indicate the steps that need to be taken to remedy the failure / breach (if any); and

20.3.1.3. notify the Owner / Resident / Invitee of the penalty that the Association has imposed (where applicable); and

20.3.1.4. demand that the Owner / Resident / Invitee remedy the failure or breach and/or pay the penalty imposed within a certain number of days.

- 20.3.2. An Owner / Resident / Invitee who disputes that he has committed a breach of any provision of these Rules, shall deliver a submission in writing, to the Trustees within a period of not more than 14 (fourteen) Business Days from the date of expiry of the period of demand contained in the notice delivered to the affected Owner / Resident / Invitee.
- 20.3.3. Failure to deliver such a submission shall be deemed that the Owner / Resident / / Invitee has accepted the decision of the Association.
- 20.3.4. A meeting of the Trustees and the Owner / Resident / Invitee shall be convened as soon as reasonably possible after receipt of the submission.
- 20.3.5. The Trustees shall be entitled to delegate any of their powers and/or responsibilities to a committee consisting of not less than 2 (two) Trustees to hear the submissions of the Owner / Resident / Invitee and to make a ruling thereon.
- 20.3.6. The proceedings at such a meeting shall comply with the principles of natural justice.
- 20.3.7. The Owner / Resident / Invitee will be notified within a reasonable time in writing of the decision of the Trustees.
- 20.3.8. Should the affected Owner / Resident / Invitee be aggrieved by the decision of the Trustees, he shall, within 14 (fourteen) Business Days of receipt of delivery of written notification of the Trustees decision, refer such a dispute to CSOS for dispute resolution, failing which it shall be deemed that the Owner / Resident / Invitee has accepted the decision of the Trustees.
- 20.3.9. These provisions shall continue to apply in circumstances where the affected Owner / Resident / Invitee ceases to be an Owner / Resident / Invitee at any time after receipt of the written notices referred to above.
- 20.3.10. The Association shall not be prevented by the provisions of this Rule from seeking any urgent or interim relief against an Owner / Resident / Invitee from a competent Court in which event the Association shall be entitled to recover from the Owner / Resident / Invitee concerned all legal costs incurred by the Association calculated on a scale as between attorney and client, including Counsel's fees (as charged by Counsel, but subject to the Cape Bar Council's fee parameters).

## **21. PENALTIES AND CHARGES**

- 21.1. The Association may impose a monetary penalty on an Owner / Resident / Invitee who breaches any of the provisions of these Rules, which monetary penalty is as set

out in the **Schedule of Penalties**, issued and amended by the Association from time to time.

- 21.2. In the event that an Owner or a Resident or an Invitee fails to comply with these Rules in the sense that they fail to carry out certain work or fail to have certain work done, then the Association will be entitled to carry out the necessary work and claim payment of all expenditure incurred in regard thereto from the defaulting party.
- 21.3. Should a penalty be imposed on a Resident or an Invitee alternatively should the Association have a claim for payment of expenditure incurred on behalf of a Resident or an Invitee and should the Resident / Invitee fail and/or refuse to pay the penalty or the claim for payment of expenditure, then the Member associated with such Resident or Invitee shall be jointly and severally liable together with such Resident / Invitee for payment of the penalty / expenditure incurred.
- 21.4. Any penalty imposed on an Owner in terms of Rule 21.1 or claim for payment of expenditure incurred on behalf of an Owner in terms of Rule 21.2 or any liability of an Owner due to the acts or omissions of an associated Resident or Invitee shall form part of the Levy payable by such Owner as provided for in the Constitution or Sub-Association Constitution (whichever is applicable).
- 21.5. If an Owner or Resident or Invitee disputes any penalty imposed or claim made, they may dispute same in terms of Rule 20, but must pay the full amount of the penalty/claim to the Association in the interim.
- 21.6. The Association shall investigate (in such manner as it deems fit) written complaints received from Members or Residents or Invitees relating to the behaviour and/or conduct of Owners, Residents and/or Invitees and/or 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 party and take such action as it may deem fit, whether or not complaints are received.