



AAN DE WIJNLANDEN HOME OWNERS' ASSOCIATION

ESTATE RULES

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1. PREAMBLE

The Estate Rules have been prescribed by the Trustee Committee in accordance with the Constitution of Aan De Wijnlanden Home Owners' Association and in furtherance of the objects of the Association, which include:

- * the management of all aspects of the design, aesthetics and maintenance of all buildings, improvements and landscaping within the development;
- * the control of building activities in the development and to ensure compliance with the design manual;
- * to ensure compliance with the Estate Rules;
- * to ensure proper security standards within the development;
- * the maintenance, insurance, control and management of the common areas within the development and to control the use and enjoyment thereof by owners, residents and visitors;
- * to regulate the transfer, occupation, use and enjoyment of erven within the development.
- * the promotion, advancement and protection of the communal and group interests of the members generally in regard to the development.

These Estate Rules may be substituted, revised, amended or repealed from time to time by the Trustee Committee.

2. BINDING NATURE OF THE ESTATE RULES

- 2.1 The Estate Rules governing the use, occupation and enjoyment of an erf and the use and enjoyment of the common areas shall be binding on all owners, lessees and occupants of erven, and it shall be the responsibility of the owner to ensure compliance with these Rules by the said occupants of the property, including family members, visitors, workers, contractors and tenants.
- 2.2 In the event of a breach of the Estate Rules by any person detailed in clause 2.1 above, such breach shall be deemed to have been committed by the owner himself. Without prejudice to the aforesaid, the Trustee Committee shall be entitled to take or cause to take such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceeding against the owner, including the payment of any penalty imposed as per attached Annexure A Schedule of Transgressions.
- 2.3 Should any damage be caused to the common property by any person detailed in clause 2.1 above, the owner shall be ultimately liable to the Association for all costs incurred therein.
- 2.4 The owner of an erf shall be liable for and pay all legal costs, including costs as between attorney and client and expenses and charges incurred by the Association in enforcing compliance with these Rules, and the Trustee Committee may add such costs to levy statements.
- 2.5 All members of the Aan De Wijnlanden Home Owners' Association are bound by the Bylaws approved by the Council of the City of Cape Town. Where a By-Law conflicts with an Estate Rule, it is confirmed that the Estate Rule shall supersede such By-Law.

3. INTERPRETATION

- 3.1 In the interpretation of these rules, unless the context otherwise indicates:
 - 3.1.1 "Association" shall mean the Aan De Wijnlanden Home Owners Association;
 - 3.1.2 "Builders Conduct and Building Site Development Agreement" shall mean the agreement as prescribed by the Trustee Committee, which is to be concluded between the Association, the owner and the building

- contractor appointed by the owner for the construction of a new building;
- 3.1.3 "Building Contractor" shall mean the building contractor engaged by the owner to erect new buildings and/or structures on his erf, and his employees and workers and the sub-contractors appointed by him and any tradesperson or supplier engaged by him;
- 3.1.4 "Constitution" shall mean the Constitution of the Association;
- 3.1.5 "Contractor" shall mean the Building Contractor or any other contractor appointed by an owner or resident;
- 3.1.6 'Estate' shall mean the development known as Aan De Wijnlanden;
- 3.1.7 'Estate Manager' shall mean the person or corporate body as may be appointed by the Trustee Committee as an independent contractor or employee to undertake such duties with reference to the management of the Estate as determined in a signed contract;
- 3.1.8 'House' shall mean a residential dwelling situated in the Estate;
- 3.1.9 "Lessee" shall include an occupier and tenant.
- 3.1.10 "Owner" shall mean the registered owner of an erf;
- 3.1.11 "Resident" shall mean any person residing on the Estate including an owner, occupier, tenant;
- 3.1.12 "Security" shall mean the security staff or personnel of the security firm appointed by the Trustee Committee.
- 3.1.13 "These rules" shall mean the Estate Rules;
- 3.1.14 "Trustee" shall mean a Trustee Committee member of the HOA;
- 3.1.15 "Worker" shall mean an employee or worker, including domestic worker or gardener engaged by an owner or resident;
- 3.1.16 The headings to the respective Rules are provided for convenience of reference only and are not to be taken into account in the interpretation of these Rules.
- 3.1.17 Words and expressions to which a meaning has been assigned in the Constitution shall bear the same meaning in these Rules, unless inconsistent with the context.
- 3.1.18 Words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts, and bodies corporate, and vice versa.
- 3.2 If any Estate Rule is in conflict with a provision of the Constitution, the provision of the Constitution shall take precedence.
- 3.3 In all instances where these rules provide for consent by the Trustee Committee, such consent may be summarily withdrawn if any condition imposed thereon is not complied with.
- 3.4 In all instances where a letter or notice is sent to a lessee in terms of these rules, the notice shall also be sent to the owner of the particular erf.

4. DOMESTIC PETS & ANIMALS

- 4.1 Residents may not keep any poisonous, exotic or other undomesticated or wild animals, poultry, pigeons, aviaries or livestock on their property.
- 4.2 Residents shall not keep any pets other than dogs and cats on their property or common property without the written consent of the Trustee Committee.

- 4.2.1 All residents shall register their domestic animals with the Estate Manager. Should the animals exceed the number permitted in terms of these Rules, they will not be registered, and the resident will be required to immediately remove such animal/s from the Estate.
- 4.2.2 Not more than a total of 2 (two) domestic animals may be kept on a property at any one time strictly limited to a maximum of 2 (two) dogs and/or 2 (two) cats provided that:
 - 4.2.2.1 Each dog and/or cat has been registered, spayed or neutered in accordance with the By-Laws of the City of Cape Town. Each dog and/or cat has been inoculated. Breeding of any domestic animal on the Estate shall not be permitted.
 - 4.2.2.2 Each dog and/or cat is fitted with a collar that indicates the pet's name, its owner's name and telephone number.
- 4.2.3 Dogs and cats shall be kept within the confines of the property.
- 4.2.4 Dogs are only allowed on the common property if on a leash and under the control of its owner or competent handler. The Trustee Committee may identify common areas where dogs may be walked unleashed provided that the dogs remain under control of the owner or competent handler and does not in any way harass or cause nuisance to other dogs, people or wildlife.
- 4.2.5 Dogs may not be allowed to roam free on the Estate. Straying, unaccompanied dogs will be removed and handed over to a selected animal welfare organization or local pound at the risk and expense of the resident concerned.
- 4.2.6 Residents must immediately remove and suitably discard the excrement of their dogs from the common areas and from the property of other residents. Owners and residents should also regularly attend to the removal of any defecation by their pets from their own erven.
- 4.2.7 Pets may not be allowed to endanger, cause a nuisance, disturbance or annoyance to other residents.
- 4.2.8 With reference to point 4.2.2 where new owners on the estate have more than the stated maximum number of pets, provided that the number of pets is within the guidelines of the City of Cape Town municipal regulations, these pets will be allowed to be kept by the owners. These pets may not be replaced until the number of pets mentioned in point 4.2.2 is reached.
- 4.2.9 Owners who walk their dogs on the common property shall at all times carry a disposable bag with them to allow for the removal of their dogs' excrement immediately and properly.
- 4.3 Should any animal or pet be adjudged by the Trustee Committee or its authorised representative (e.g. the Estate Manager) as being a danger or continual nuisance to other residents, the Association may procure its removal from the Estate, the costs of which will be recovered from the resident concerned in addition to any penalties which may be imposed thereon.
- 4.4 Residents shall be responsible for any damage or injury to property, persons or animals caused by their pets.

- 4.5 Visitors, workers or guests are not allowed to introduce any domestic animals to the Estate and the Trustee Committee may, through the Estate Manager or Security Personnel, insist on the immediate removal of such animals.

5. REFUSE DISPOSAL AND LITTERING

- 5.1 A resident shall for the purpose of having his refuse collected, place his refuse bin (wheelie bin) on his driveway on the days and at the times prescribed from time to time by the Trustee Committee. As soon as possible after the refuse has been collected, the refuse bin shall be returned to a suitable location not visible from the road.
- 5.2 Residents shall deposit their garden refuse in re-usable bags and place them on their driveways for collection on the days prescribed from time to time by the Trustee Committee. The number of refuse bags to be collected by the Home Owners Association will be limited to an amount set by the Trustees from time to time. Only plant material will be allowed in these bags.
- 5.3 A resident shall maintain refuse in a hygienic and dry condition.
- 5.4 No rubble, refuse or building material shall be dumped or discarded anywhere in the Estate.
- 5.5 All common areas, pathways and driveways must be kept clear of litter. dumping of rubble anywhere in the Estate are not permitted.
- 5.6 Burning of rubble anywhere in the Estate are not permitted.

6. VEHICLES AND ROADS USAGE

- 6.1 Parking is prohibited on all roads on the Estate except temporary parking is permitted for specific occasions or visits providing no obstruction is caused to other residents. No parking at any time is permitted on the common property.
- 6.2 No truck, caravan, boat trailer, trailer or the like may be parked on any road, except for access registered construction vehicles.
- 6.3 No persons shall store any motor vehicle, caravan, boat, trailer or the like on any place on the Estate, including resident's own erven except in a structure approved by the Trustee Committee. None of the aforesaid may be left overnight on any road on the Estate.
- 6.4 Residents shall ensure that their vehicles do not drip diesel, oil or brake fluid on to the common areas or in any other way deface the common areas.
- 6.5 No resident may store a broken-down vehicle or parts thereof or scrap of any nature on an erf or on the common property.
- 6.6 The Trustee Committee may cause to be removed or towed away, or the wheels to be clamped, at the risk and expense of the owner of the vehicle, including payment of a release penalty in respect of the release of the vehicle as determined from time to time by the Trustee Committee, any vehicle parked, standing or abandoned on the common areas in contravention of these rules.
- 6.7 No residents shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common areas or on an erf.
- 6.8 Residents and their family members, visitors, guests, workers and contractors shall adhere to the speed limit of 30 kilometres per hour whilst driving on any road in the Estate and shall not drive their vehicles in a manner which is considered by a Trustee or the Estate Manager as negligent, reckless or dangerous. Regular speed limit enforcement will be conducted on the private roads of the Estate by an authorised and/or trained official appointed by the Trustee Committee. If an owner or resident or his family member, visitor, guest, worker or contractor drives a vehicle on any road in the Estate in excess of the speed limit or in a manner which is considered by a Trustee or the Estate Manager to be negligent, reckless or dangerous, a summary penalty may be

imposed on the driver concerned (as per Annexure A Schedule of Transgressions).

- 6.9 Residents shall when driving their vehicles keep a proper lookout for other vehicles and pedestrians and shall adhere to the provisions of the National Road Traffic Act 93 of 1996. No person shall drive a vehicle within the boundaries of the Estate without a valid driver's license for that specific vehicle under his control.
- 6.10 No loud music may emanate from any vehicle on the Estate and the excessive hooting and revving of vehicles and/or driving a vehicle in an off-limit area is prohibited.

7. ERECTION OF NEW BUILDINGS AND/OR STRUCTURES AND CHANGES, ALTERATIONS OR ADDITIONS TO EXISTING BUILDINGS AND/OR STRUCTURES

- 7.1 All building or out-building additions to existing houses shall adhere to the Aan De Wijnlanden Home Owners Association Design Guidelines and require approval in terms thereof and compliance in terms of the "Builders Conduct and building site development rules". No structural or aesthetic changes may be affected to a house and any pergola, sunscreen or other addition may be made to a house without the written permission of the Trustee Committee.
- 7.2 No structures such as, but not limited to, flagpoles, fencing, Wendy Houses, car ports or anything similar may be erected on an erf without the written permission of the Trustee Committee. In the event that anything has been erected or done on an erf or building which in the sole discretion of the Trustee Committee is aesthetically displeasing or undesirable when viewed from the outside of the house, may be dealt with by the Trustees in such a manner as they deem fit.
- 7.3 Pools that are not permanent structures and sunk into the ground are only permitted from 15 November to 15 March provided it is as far as is practically possible placed in a position not visible from the road.
- 7.4 All external air-conditioning condenser units and ducting shall not be visible from the road elevation of the property and shall be placed at ground level. Where this cannot be achieved (inter alia due to the lay-out of the house on the property) the units should be hidden from view through an approved mechanism or an approved cover that does not distract from the overall harmony of design in the estate. Ducts and covers should also be painted in the colour of the house.

8. MAINTENANCE

- 8.1 Each owner shall maintain the buildings, outbuildings, boundary walls, retaining walls, fences and other structures on his erf in a neat and tidy condition and in a state of good repair. Bi-annual aesthetics inspections will be conducted, and should the owner fail to comply with written notices, HOA consent required for property transfers, will be withheld, until such time the owner comply.
- 8.2 Each owner and resident shall
 - 8.2.1 maintain his garden to a standard acceptable to the Trustee Committee and in compliance with the Design Guidelines and maintain the common property verges bordering the road in a neat condition.
 - 8.2.2 in respect of the verge area in front of their home, be responsible for the watering, pruning and maintenance of all established trees and for keeping the Worcester stone verges neat and clear of weeds.
 - 8.2.3 maintain a minimum of one tree on the road verge area in front of his/hers house at all time and no tree may be removed, replaced or planted without express written approval of the Trustee committee.
 - 8.2.4 Ensure that driveways be constructed over carriageway crossings per approved building plans.

- 8.2.5 Ensure that driveways and parking areas, visible from the road be paved with interlocking pavers in the approved ADW HOA approved colours and such driveways kept free of weeds.
- 8.2.6 In addition to surface maintenance, repairs and maintenance to the following Owner specific underground link services, located in either the road verge or carriage way crossing be responsible for;
 - 8.2.6.1. 110mm Sewer connection pipe
 - 8.2.6.2. 20mm Water connection pipe and water meter housing
 - 8.2.6.3. 25mm telecommunication duct
 - 8.2.6.4. Stormwater outlet pipe and discharge mechanism/point to the street
- 8.3 Repairs and maintenance to common main sewer, water, storm water and telecommunication ducts generally deeper than 600mm in the road verge or carriage way crossing will be the responsibility of the ADW HOA.
- 8.4 If an owner fails, after being given a 7 days notice to adequately maintain the road verge in terms of clauses 8.1 and 8.2 above to the satisfaction of the Trustees, then, , the Trustee Committee may, in addition to other remedies available including the issue of a penalty amount, elect to remedy the situation at the expense of the owner.

9. SIGNS AND NOTICES

- 9.1 No owner or resident shall place any sign, notice, billboard or advertisement of any nature whatsoever on any part of the common area or erf, without the prior written consent of the Trustee Committee. The Trustee Committee may remove any unauthorised sign, notice, billboard or advertisement at the risk and expense of the owner or resident concerned.
- 9.2 No Estate agent's boards are permitted at the entrance to the Estate or in any windows facing the entrance or on any erf or common property on the Estate.
- 9.3 All properties must display the road number in a prominent and visible position with each digit measuring a minimum height of 13 centimetres.

10. LAUNDRY

- 10.1 The washing of garments, household linen or general washing of any nature may only be performed inside a house and no washing may be undertaken in any dam or pool.
- 10.2 Washing lines should be obscured from the view of other residents and washed items must be hung out to dry within a screened drying yard.

11. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or resident may not store any flammable, hazardous, dangerous, or harmful substance in his house or on his property except for certain products or substances, such as lawnmower fuel, paint cleaning solvents and fertilizers as may be reasonably required for domestic use in quantities not exceeding 10 litres.

12. SALE OF ERVEN

No owner shall sell or transfer his erf without the written consent of the Association.

13. LETTING AND OCCUPANCY OF DWELLINGS

- 13.1 All tenants and other persons granted the right of occupancy by an owner is obliged to comply with these Rules, notwithstanding any provision to the contrary or the absence of any provision contained in any lease or grant of

right of occupancy and must sign acknowledgement, understanding and acceptance of the Rules.

- 13.2 An owner shall complete a Tenant Registration Form in respect of all persons granted the right of occupancy providing names of all tenants, contact details, vehicle registration numbers, access control serial numbers, animals and period of lease prior to taking occupation. The Tenants shall be required to register and do a biometric facial scanning as well as attend to formal induction of the Estate Rules and regulations. The Owner shall be liable to pay the fee associated with the registration process as determined by the Trustees from time to time.
- 13.3 An owner may not let his property for periods less than 6 (six) months as this comprises a commercial activity which is prohibited in terms of clause 13.4 below.
- 13.4 Owners and residents shall use their houses for residential purposes only and may not use or allow their properties to be used to conduct a business, trade, guesthouse, bed-and breakfast establishment or any other form of accommodation facility. Special Permission in writing must be obtained from the Trustee Committee should an owner and/or resident conduct any business or trade from such a property.
- 13.5 A property shall be used for the living accommodation of a single-family household. In this context 'family' means a single person maintaining an independent household, or two or more persons directly related by blood or partnership or no more than four unrelated persons maintaining a common household. Special permission in writing must be obtained from the Trustee Committee to request leniency on the definition of "family".
- 13.6 No owner or occupier may permit more than 2 (two) persons per bedroom to reside in any dwelling on a permanent basis.
- 13.7 Each owner will be held responsible for the actions of all lessees and other residential occupiers of his property on the Estate.
- 13.8 If any tenant fails to comply with the provisions contained in these Rules, the Association shall be entitled to deny that tenant access to the Estate or suspend any services or facilities provided by the Association.
- 13.9 No domestic worker or any family or friends of the said worker of the owner or occupier shall be permitted to reside on the Estate without the prior written consent of the Trustee Committee. Domestic worker is defined as a person who is gainfully employed by the resident to perform domestic functions or other duties on the property. This clause will equally apply to medical or care giving workers.

14. ACCREDITED AGENTS

- 14.1 An owner shall manage the sale, transfer or lease of his property personally, or may appoint an accredited agent of the Association to do so on his behalf.
- 14.2 In order for an agent to be approved by the Trustee Committee as an accredited agent of the Association, the agent shall apply to the Trustee Committee in writing and shall comply with the reasonable conditions prescribed from time to time by the Trustee Committee.
- 14.3 All agents shall ensure that a set of these Estate Rules are handed to prospective buyers and or tenants and ensure that they comply with the provisions of the Rental Housing Act No 50 of 1999 (as amended) where applicable.
- 14.4 Estate Agents must have the prior approval of the owner before entering and they must provide their full credentials and contact details to Security. The Estate Agent or the owner must meet interested buyers at the main gate in order to affect entry to the Estate.

15. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 15.1 A resident shall keep his house free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and shall ensure that the activities inside his house, on his erf and the common areas comply with the municipal health regulations.
- 15.2 No animal, bird or any living thing may be slaughtered in a house or on an erf or on any part of the common property. No meat or fish may be hung out to dry on an erf or any part of the common areas.

16. NOISE, NUISANCE OR DISTURBANCE

- 16.1 No owner or resident shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound, or shall use any offensive, obscene, injurious or unbecoming language on his erf or on the common property at any time. In particular owners and residents shall maintain quietness on the Estate between the hours of 23h00 and 07h00.
- 16.2 A resident shall not use his house or erf or the common areas or permit it to be used in such a manner or for such purpose as shall cause a nuisance to another owner or resident. For the purpose of this rule, "nuisance" means any act, omission or condition, which in the Trustee Committee's sole opinion is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of residents, or which adversely affects the safety of the residents, having regard to the reasonable nature of the activities in question in the house or on the erf or common areas concerned, and the impact which results from these activities, and the noise related to these activities.
- 16.3 The horns of vehicles may not be sounded at any time in the Estate, except as a warning of imminent danger or in case of an emergency.
- 16.4 No fireworks or crackers may be lit or exploded in the Estate.
- 16.5 No pellet guns may be fired on the Estate.
- 16.6 No firearm or weapon may be discharged in the Estate, except in self-defense or for related purposes.
- 16.7 Skateboards, roller skates, roller blades or similar items used on the roads are done at the sole risk of the person engaging in such activities. The HOA will not accept any liability for any injuries or other harm caused by such activities.
- 16.8 Traffic rules as laid down in local or national legislation applies on all roads on the estate unless where any additions thereto are mentioned in the estate rules.
- 16.9 No driving of quad bikes and/or any off-road motorcycle will be permitted anywhere in the Estate.
- 16.10 Due to the South African Civil Aviation Authority (CAA) regulations which exclude drone use within 10km of an airport, and Aan De Wijnlanden falling within the controlled airspace of the Cape Town International Airport, no drone or Remotely Piloted Aircraft may be flown in or over the estate.

17. COMMON AREAS

- 17.1 Residents shall comply with the following provisions and the conditions imposed from time to time by the Trustee Committee in respect of the usage of the common areas and amenities of the Estate:
 - 17.1.1 Residents shall use and enjoy the common areas and amenities in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other owners or residents.
 - 17.1.2 Residents shall respect the privacy of residents whose properties front onto the common areas and amenities.
 - 17.1.3 Noise must be kept to a minimum so as not to disturb other residents, waterfowl, birds and animals.

- 17.1.4 The trapping, shooting, harassing, disturbing, destroying or in any way harming of the waterfowl, birds or animals in the Estate is prohibited.
 - 17.1.5 Residents shall not interfere with the plant vegetation on the common areas or with the irrigation system of the Association. No trees or plants may be removed or replaced on the common areas, without the written authorisation of the Trustee Committee. Residents shall not in any way damage the common areas, groves, eco-belt and amenities.
 - 17.1.6 No water sport or watercraft is allowed on the dams, unless specifically authorised by the Trustee Committee and subject to compliance with the conditions imposed by the Trustee Committee.
 - 17.1.7 No swimming is allowed in the dams and pets are not allowed to enter water features unless specifically authorised by the Trustee Committee and subject to compliance with the conditions imposed by the Trustee Committee.
 - 17.1.8 Fishing in the dams may be allowed subject to compliance with the reasonable conditions that may be imposed from time to time by the Trustee Committee.
 - 17.1.9 Littering or discarding of any item whatsoever on common areas should only occur within the receptacles provided.
 - 17.1.10 Driving of unauthorised vehicles in an off-limit area is not permitted.
- 17.2 No resident shall cause or permit the destruction or degradation of the environment.

18. CLUBHOUSE AND AMENITIES

18.1 Access

- 18.1.1 Access to any and/or all the amenities may be denied if levies and/or penalties are in arrears or if there are complaints of whatever nature lodged against a tenant or other resident.
- 18.1.2 The Trustees shall have the right to levy charges for the use of all recreational and entertainment facilities and all other amenities. The Trustees shall have the right to make the clubhouse and any of the facilities available to residents for exclusive functions at a tariff and on such terms and conditions to be determined by the trustees. Any such income will be used for the maintenance and upgrade thereof.
- 18.1.3 The HOA will not accept any liability for any injuries or other harm caused by the use by any person of the clubhouse or any of the amenities.

18.2 Clubhouse area

- 18.2.1 Access may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the Estate Manager.
- 18.2.2 The Estate Manager may at times do spot-checks on equipment used to ensure safety, cleanliness and hygiene. Appropriate sportswear shall be used.
- 18.2.3 The Gym and Pool will be closed between certain hours.
- 18.2.4 Right of admission to the clubhouse shall be reserved and the estate manager shall have the right to deny access or remove any person that misbehaves in any manner, is under the influence of any substance or liquor or become a nuisance to others.

18.3 Gym

- 18.3.1 Access to the gym shall only be granted to paid up members. The trustees shall from time to time decide on the monthly membership fee. This fee will be determined with reference to inter alia the following: overhead and running cost such as cleaning, cleaning material, maintenance, water replenishment, electricity cleaning of toilets and showers, insurance and capital budget for access control system, inverter lights connection, replacement and or upgrade of equipment and building and any such other budgeted costs as the trustees may deem necessary from time to time.
- 18.3.2 Additional services rendered at the Gym may be chargeable.
- 18.3.3 In order to make use of the Gym any person must comply with the terms and condition in Gym Rules and Regulations.
- 18.3.4 The relevant indemnity forms must be signed by the person.
- 18.3.5 In order to minimize the costs of operating the Gym it may be opened up to non-residents. Such outside members are subject to strict rules and their numbers will be limited.
- 18.3.6 No person under the age of 16 years old are allowed to use the gym.
- 18.3.7 The use of towels is compulsory in the gym.
- 18.3.8 The terms and conditions in Clause 18.2.4 will also be applicable to the gym area.
- 18.3.9 Personal trainers must apply to the Trustees for approval to conduct their business in the gym. The trustees may approve or deny any application without given any reason for same. Any approval will be subject to such terms and conditions as the Trustees in their sole discretion may decide.
- 18.3.10 Alternative areas for group training sessions outside the Gym area may be booked with the Estate office.

18.4 Pool

- 18.4.1 No person under the age of 12 years old are allowed to use the pool without due supervision.
- 18.4.2 Swimmers must wear appropriate swimwear.
- 18.4.3 The terms and conditions in Clause 18.2.4 will also be applicable to the pool area.

18.5 Tennis courts

- 18.5.1 Only Owners and Residents along with their guests may use the Tennis courts.
- 18.5.2 No activity other than tennis may be conducted on the courts whatsoever.
- 18.5.3 Appropriate non-marking footwear must be worn on the tennis courts at all times.
- 18.5.4 No skateboards, rollerblades or similar devices are allowed on the tennis courts.

19. OBLIGATIONS WITH REFERENCE TO PERIMETER FENCE

- 19.1 Owners or residents of erven situated adjacent to the perimeter fence shall keep the fence clean and clear from grass and plants and must notify a Trustee or the Estate Manager of any problems with reference to the perimeter fence. Trees, shrubs or plants that in the opinion of the Trustee Committee are likely

to interfere with the proper functioning of the security system may not be planted in close proximity to the perimeter fence.

- 19.2 Any occupier seeing an intruder or a breach in the perimeter fence should immediately notify Security.

20. SECURITY, SAFETY AND RISK

- 20.1 Residents shall at all times ensure that the security and safety of other residents and their property is preserved and shall comply with the security measures imposed from time to time by the Trustee Committee. All Persons enter the Estate at their own risk and make use of the amenities at their own risk.
- 20.2 Only visitors with a valid pre-clearance code will be allowed to enter the Estate, with a valid Driver and vehicle license. . Personal exit code or pre-allocated access code only may be used by visitors leaving the Estate.
- 20.3 Residents requiring the services of furniture removal vans must obtain a clearance permit from the Estate Manager to enable the vehicle to gain access to the Estate.
- 20.4 Non-registered Estate Agents will not be allowed entry other than by prior appointment with the owner or resident.
- 20.5 No casual visitors will be allowed entry to the Estate under any circumstances.
- 20.6 Residents shall register their permanent gardeners, domestic workers, au pairs, drivers and medical nurses with Security at the main gate and complete the necessary forms as prescribed by the Trustee Committee. Such registered worker may then proceed on foot between the main gate and the place of work but must do so directly and similarly proceed to the main gate on exiting the Estate. Residents shall inform the Estate Office if and when the services of permanent gardeners, domestic workers, au pairs, drivers and medical nurses are terminated.
- 20.7 Random searches may be performed on workers and visitors by the Security personnel from time to time. Residents shall supply a letter of authorisation permitting workers to take out goods and articles given to them.
- 20.8 Owners shall ensure that their contractors are registered with the Estate Office and shall furnish Security with the name or company name of the contractor, an all-day contact number of responsible person, the office telephone number, fax number, e-mail address, vehicle registration number, names and Identity numbers of all employees and workers. Should any of the required information not be available, the contractor or his employees or workers will not be allowed access to the Estate.
- 20.9 Upon every entry to the Estate by a building contractor, all the employees and workers will individually be checked in at the main gate. Upon each such entry to and exit from the Estate, Security will ensure that each and every person on the building contractor's vehicle including the driver is accounted for.
- 20.10 All contractors and their employees and workers must enter and exit the Estate by vehicle, and no one will be allowed entry or exit on foot. Security has the authority to inspect the vehicles of any contractor and gardener or domestic employee or HOA general worker upon entry and/or exit from the Estate. Security has the authority to search the person of any contractor, or his employee or worker and gardener or domestic employee and HOA general workers upon entry and/or exit from the Estate.
- 20.11 No contractor or his employee or worker may wander freely on the Estate. Contractors, employees and workers will be regarded by Security as site specific and may at any time be challenged by Security. The movement of a contractor and his employees or workers between sites from the main gate must at all times be by vehicle. A contractor or his employee or worker caught walking on the Estate will be removed by Security. Notwithstanding the foregoing, an employee or worker of a contractor may be permitted to cycle to a site, if issued with a permit by Security. Any worker cycling without a permit will be removed from the Estate by Security.
- 20.12 No contractor's vehicles entering the Estate will be allowed to be overloaded

with personnel or material. No personnel will be allowed to hang on to any moving vehicle or other equipment. The speed limit of 30 kilometres per hour is to be strictly adhered to by the contractor, his employees and workers on the Estate. Any vehicle that exceeds the speed limit or drives in any manner considered as dangerous by a Trustee or the Estate Manager on more than one occasion will be subject to a penalty or be barred from future entry.

- 20.13 Security may at their discretion require any laden vehicle to enter the Estate through the service entry gate. Extra-heavy vehicles or vehicles carrying extra-heavy loads (such as brick delivery vehicles) shall enter the Estate through the service entry gate, by prior arrangement between the contractors with Security. Extra-heavy vehicles shall observe a speed limit of 20 kilometres per hour when driving on the Estate.
- 20.14 Should any contractor, or his employee or worker or any other worker not adhere to these rules, he may, at the discretion of the Estate Manager or Security (with post-facto verification by a Trustee Committee member), summarily be forbidden entry to the Estate.
- 20.15 Residents will be registered on the access control system.
- 20.16 No "tailgating" is allowed i.e. gaining unauthorised access into the Estate by slipping under the boom or through open security gate which was raised or opened to allow previous person or vehicle.
- 20.17 No resident shall treat Security personnel and/or an HOA Official or general worker in an abusive manner.

21. WORKERS AND CONTRACTORS

- 21.1 Owners shall ensure that their workers and contractors adhere to these rules and the Builders Conduct and Building Site Development Agreement, if applicable.
- 21.2 The consumption of alcoholic beverages or use of drugs by any worker or contractor or the employee or worker of a contractor on the Estate will not be tolerated.
- 21.3 Any worker found in possession of alcoholic beverages or drugs or seemingly under the influence of alcohol or drugs will be summarily escorted from the Estate at the discretion of a Trustee, the Estate Manager or Security and will not be allowed entry in the future. In the event a decision by a Trustee, the Estate Manager or Security is contested, the relevant person must still leave the Estate and may not return until the appeal has been considered and a decision has been given by the Trustee Committee.
- 21.4 No contractor shall be allowed on the Estate after working hours being:
 - 21.4.1 Weekdays (Monday to Friday) from 07h00 to 18h00
 - 21.4.2 Saturdays (other than public holidays) is allowed only by prior arrangement with the Estate Manager (in writing before 12H00 on a Friday).
- 21.5 No contractor is allowed on the Estate on Public Holidays or on Sundays.

22. EMPLOYEES OR OFFICIALS OF THE ASSOCIATION

No resident may interfere with the work or duties of an employee or official of the Association. Formal advice or complaints must be lodged with the Estate Manager in preference, otherwise with a Trustee and must be put in writing.

23. IMPOSITION OF SUMMARY PENALTIES ON OWNERS OR RESIDENTS

- 23.1 A Trustee or the Estate Manager may summarily and without warning impose a summary penalty on an owner or resident (where applicable) in respect of contravention of these Rules as specified by the Trustee Committee from time to time, including conduct which potentially endangers other residents, such as driving recklessly or speeding.

- 23.2 If an owner or resident or his family member, visitor, guest, worker or contractor is guilty of contravention of these rules which warrants the imposition of a summary penalty, a Trustee or the Estate Manager may impose a summary penalty on the owner or resident (where applicable) by written notice.
- 23.3 The summary penalty imposed in terms of clause 23.2 above shall immediately be due and payable by the owner or resident (where applicable) and if not paid within 14 (fourteen) days of the date of the written notice, the summary penalty may be added to the owner's levy statement.
- 23.4 The owner or resident (where applicable) may appeal against the summary penalty imposed, provided that he shall lodge the written appeal with the Trustee Committee within 14 (fourteen) days of the date of the written notice of the summary penalty.
- 23.5 Upon receipt of the appeal referred to in sub-rule 23.4, the Trustee Committee may resolve to:
- 23.5.1 Set the summary penalty aside, in which event they shall inform the owner or resident (where applicable) of their decision, or
- 23.5.2 convene a Trustee Committee meeting for the purpose of giving the owner or resident (where applicable) the opportunity to present his case, including the calling of witnesses to substantiate his case, to cross-examine any witnesses called by the Trustee Committee, but except in so far as may be permitted by the chairperson, he may not participate in the affairs of or voting at the meeting.
- 23.6 Upon conclusion of the Trustee Committee meeting referred to in sub-rule 23.5.2 above, the Trustee Committee may resolve to:
- 23.6.1 Endorse the summary penalty, or
- 23.6.2 Reduce the summary penalty, or
- 23.6.3 Repeal the summary penalty.
- 23.7 Any summary penalty endorsed or reduced in terms of sub-rule 23.6.1 or 23.6.2 above may, if it is not paid within 14 (fourteen) days after the Trustee Committee meeting, be added to the owner's levy statement and claimed from the owner as a levy debt.
- 23.8 The Trustee Committee shall from time to time determine the amounts of the summary penalties.

24. IMPOSITION OF ORDINARY PENALTIES ON OWNERS OR RESIDENTS

- 24.1 If the conduct of an owner or resident or his family member, visitor, guest, employee or contractor constitutes a nuisance in the opinion of the Trustee Committee, or a contravention of these rules, the Trustee Committee may furnish the owner or resident (where applicable) with a written notice. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the estate rule that has allegedly been contravened must be clearly indicated, and the owner or resident (where applicable) must be warned that if he persists in such conduct or contravention, a penalty will be imposed on him.
- 24.2 If the owner or the resident (where applicable) nevertheless persists in the particular conduct or in the contravention of the particular rule, the Trustee Committee may by written notice impose an ordinary penalty on the owner or resident (where applicable).
- 24.3 The ordinary penalty imposed in terms of sub-rule 24.2 above shall be immediately due and payable by the owner or resident (where applicable) and if is not paid within 14 (fourteen) days of the date of the written notice, the summary penalty may be added to the owner's levy statement and claimed from the owner as a levy debt.

- 24.4 The owner or resident (where applicable) may appeal against the ordinary penalty imposed, provided that he shall lodge the written appeal with the Trustee Committee within 14 (fourteen) days of the date of the written notice of the ordinary penalty.
- 24.5 Upon receipt of the appeal referred to in sub-rule 24.4, the Trustee Committee may resolve to:
- 24.6 Upon conclusion of the Trustee Committee meeting referred to in sub-rule 24.5.2 above, the Trustee Committee may resolve to:
- 24.6.1 Confirm the ordinary penalty, or
 - 24.6.2 Reduce the ordinary penalty, or
 - 24.6.3 Quash the ordinary penalty.
- 24.7 Any ordinary penalty endorsed or reduced in terms of sub-rule 23.6.1 or 23.6.2 above may, if it is not paid within 14 (fourteen) days after the Trustee Committee meeting, be added to the owner's levy statement.
- 24.8 The Trustee Committee shall from time to time determine the amounts of the ordinary penalties.

25. NOTICE

- 25.1 A notice which is required to be given to an owner or resident in terms of these rules shall be regarded as having been properly served if such notice has been given under the hand of a Trustee or the Estate Manager and delivered to the owner or resident either personally by hand.
- 25.2 Notwithstanding the provisions of sub-rule 25.1 above it shall be competent to give any notice to an owner or resident by electronic mail where the electronic-mail address of the owner or resident is recorded with the Trustee Committee. Notice shall be deemed to have been properly served on the date of disposal thereof to the elected e-mail address of the owner or resident concerned.

26. COMPLAINTS

- 26.1 In the event of annoyances or complaints between residents, the parties involved should attempt to settle the issues between themselves, exercising tolerance and consideration. Where matters cannot be resolved it should be brought to the attention of the Estate Manager or the Trustee Committee in writing.
- 26.2 Owners or residents should report contraventions of these rules in writing to the Estate Manager or the Trustee Committee. Where reasonable possible this will be dealt with confidentially.
- 26.3 Contraventions of these rules seen by patrolling Security officers will be brought to the attention of the owner or resident concerned and reported to the Estate Manager or the Trustee Committee. Vehicles seen speeding or driving recklessly on the Estate by Security patrols will have their registration numbers recorded and appropriate action will be taken by the Estate Manager or Trustee Committee.
- 26.4 Communication between Members, Trustees, Estate Manager, Managing Agent or other employees of the HOA need to be civil and respectful. The Trustee Committee can refuse to communicate with members who do not treat the mentioned parties with civility and respect.

27. RELAXATION OF RULES

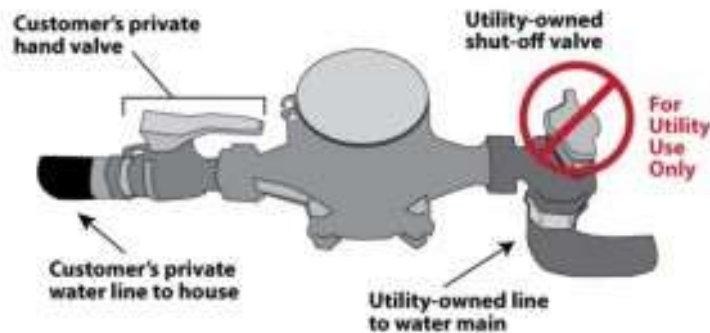
No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or prevent the enforcement thereof by the Trustee Committee at any time.

28. GENERAL RULES

- 28.1 The Association will have control of the use of all recreational and entertainment facilities and the Trustees shall have the right to levy charges for the use thereof as they so deem fit.
- 28.2 Under no circumstances may Security personnel be employed by residents on any basis to undertake work or perform errands of a temporary nature on behalf of owners or residents.
- 28.3 The Trustee Committee reserves the right to amend, revise, alter, remove or add to the Rules from time to time as they deem necessary.

29. Water meter and Billing Policy:

Typical Water Meter Installation



Sketch 1

29.1 Ownership and responsibility

29.1.1 The Aan de Wijnlanden Home Owners Association owns all the internal water infrastructure and serves as a secondary water distributor to the City of Cape Town.

29.1.2 The City of Cape Town are responsible for the water quality and supply to the Aan de Wijnlanden Home Owners Association.

29.1.3 The Aan de Wijnlanden Home Owners association are responsible for all the infrastructure, from the bulk metering point up until and including the individual water meters.

29.1.4 Each individual Home Owner is responsible from and including the Customer valve as indicated in sketch 1.

29.1.5 An approved water meter was installed by the owner during construction of his/hers dwelling.

29.2 Metering

29.2.1 All connections providing a volume of water supply shall be metered, consumption determined via remote reading and/or on-site readings as well as estimated reading and applicable tariffs shall be applied in proportion to water use.

29.2.2 Faulty water meters must be replaced immediately. If so determined by the Aan de Wijnlanden Home Owners Association, the HOA will supply free of charge, a replacement meter for any faulty Meter found;

29.2.3 The installation of a replacement meter will be for the owners' costs and be done by an Aan de Wijnlanden Home Owners Association approved contractor, alternatively the installation may be done by a suitably qualified installer, under the

- supervision of an Aan de Wijnlanden Home Owners Association representative at the Home Owners costs.
- 29.2.4 Reinstatement of the affected area will be the responsibility of individual Home Owners and not the Aan de Wijnlanden Home Owners Association. (including but not limited to, Paved Driveways, hard landscaped area and general landscaping)
- 29.2.5 A meter reading deviation of 10% over/under will be accepted.
- 29.3 Billing – Water
- 29.3.1 All users where connections exist are to be billed.
- 29.3.2 Usage tariffs will be linked to the prevailing City of Cape Town tariffs.
- 29.3.3 Where water charges are calculated and payable, any VAT levied in respect of the supply of such water shall be paid by the Member in question on demand.
- 29.4 Ancillary Charges to be paid by the Home Owner:
- 29.4.1 Meter Reading fee – To be determined by the Trustee Committee and be presented with the annual budget.
- 29.4.2 Meter Test fee - To be determined annually by the Trustee Committee and be presented with the annual budget.
- 29.4.3 Meter replacement fee – Applicable with visible damage or owners negligence.
- 29.4.4 Moving of Meters – Quote to be obtained from the Aan de Wijnlanden Home Owners Association.
- 29.4.5 Special Tariffs may be introduced during periods of water restrictions to reduce water usage to within sustainable limits.
- 29.5 Disputed consumption
- 29.5.1 An owner who doubts the validity of the consumption stated on any account may apply to the Aan de Wijnlanden Home Owners Association for the meter to be tested at his or her cost.
- Only if the Meter has been found to be inaccurate / registering outside of the approved parameters of 10% when tested by the HOA's approved supplier, the cost (meter test fee) be reimbursed and the account adjusted to an estimated consumption for the period the meter was found to have been inaccurate / registering outside of approved parameters. (The onus is on the Owner to apply for the meter test as soon as possible.) The period of account adjustment will not be extended beyond three months due to delayed application by the Owner.
- 29.5.2 Any adjustment of account due to estimated readings, incorrect readings, metering errors, non-billings or any other tariff related reason may only be applied for a maximum period of three months.
- 29.5.3 Any reimbursement will only be in the form of credit to the account and will not be paid to the Owner or any other party in cash.

30 SCHEDULE OF TRANSGRESSIONS & PENALTIES as per Annexure "A"