

PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS' ASSOCIATION ESTATE RULES

PREAMBLE

The Estate Rules are established under the authority of the trustees of the **Pearl Valley Golf & Country Estate Homeowners' Association** ("the HOA") in terms of its Constitution, to promote a secure, peaceful, and enjoyable living environment for all residents. They are founded on respect, good neighbourliness, and the shared responsibility to protect the value of properties and the lifestyle of our community.

Every property owner, resident, and entrant to the Estate is legally subject to these Rules and required to conduct themselves accordingly at all times.

By choosing to buy or rent property in the Estate, owners and residents accept a collective commitment to the well-being of the community, and the protection of individual and shared interests, and are responsible and accountable for the conduct of their tenants, family members, visitors, guests, and employees.

Self-regulation, a commitment to personal compliance, and cooperation are essential requirements for harmonious estate living. Neither the HOA staff nor the Security Personnel are intended to serve as community police officers. However, where conduct materially affects the safety, security, enjoyment or wellbeing of the Estate or its residents, the HOA is entitled to intervene notwithstanding that the conduct may also give rise to a private dispute.

In the event of a breach of a rule by any person, the HOA shall have the right to take such action against the individual and/or the relevant owner or resident as it deems fit, including but not limited to:

- giving notice to the individual concerned to remedy such breach within a specified period of time;
- taking such steps as the HOA may consider necessary to remedy the breach at the cost of the defaulting person or resident; and/or
- taking any other action it deems necessary and appropriate, including issuing warnings, imposing sanctions and penalties, restricting or revoking access of non-members, recovering costs, initiating legal action, and/or laying criminal charges.

These Rules are subject to change from time to time, and the Trustees shall endeavor to add to, amend or repeal rules as deemed necessary in order to protect the interests of the HOA, owners, residents, and the integrity and wellbeing of the Estate as a whole.

PEARL VALLEY HOME OWNERS ASSOCIATION

Trustees B Lodewyk, E Lyon, J Miller, I van Niekerk, D Woolley

Address 682 The Acres, Pearl Valley Golf and Country Estate, Mandela Freedom Road, Paarl 7646

Tel +27 21 001 4419

Email info@pvhoa.co.za

Website www.pvhoa.co.za

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1. RESPECT AND CONSIDERATION FOR OTHERS

1.1 General conduct:

- 1.1.1 Members, residents, and entrants to the Estate are expected to behave with courtesy, decency, and respect at all times. This includes respecting property and privacy, showing good neighbourliness, reasonableness, tolerance, and consideration for others.
- 1.1.2 When dealing with typical neighbourhood issues, residents should first approach each other directly, neighbour to neighbour, and make every reasonable effort to resolve the matter amicably between themselves before seeking formal HOA intervention.
- 1.1.3 No person may interfere with, obstruct the work of, or verbally abuse the security personnel, HOA staff and HOA service providers.
- 1.1.4 Threatening or abusive language and behaviour, including “road rage” and any form of harassment, aggression or violence are seen as extremely serious offences, and the HOA reserves the right to impose severe sanctions on transgressors, including restricting access to facilities or common areas, revoking access of non-members, laying criminal charges, and/or taking appropriate legal action.

1.2 Noise and disturbance:

- 1.2.1 Noise levels must always be kept to a minimum. Dogs may not be allowed to bark continuously (refer to Rule 6 regarding control of animals and pets), and the volume of TV, music, radios, partying, children, power tools, etc. must be moderated in consideration of other residents, particularly at night.
- 1.2.2 No power tools or gardening machines (e.g. lawnmowers, leaf blowers, hedge trimmers, or weed eaters) may be operated before 7am or after 6pm on Mondays to Fridays, or after 13:00 on Saturdays. Not at all on Sundays and public holidays.
- 1.2.3 No drones may be operated on the Estate at any time, except with the approval of the HOA in terms of Rule 3.6 below.
- 1.2.4 No generators, compressors, pumps, heat pumps, air conditioners, or HVAC systems may be installed or operated on the Estate except with the prior written consent of the HOA and subject to any conditions in respect of location, noise levels, and hours of operation that may be determined by the Design Review Committee from time to time.
- 1.2.5 No fireworks or firearms of any sort, including air guns, paintball guns, or BB guns, may be discharged on the Estate.
- 1.2.6 Revving of motorbikes, cars or other engines should be restricted to the absolute minimum and no repairing or reconditioning of vehicles is permitted on any road or open area.
- 1.2.7 No business activity, hobby, or recreational activity which causes excessive noise or disturbance to other residents may be conducted on the Estate.
- 1.2.8 Residential burglar alarms must be silent systems, i.e. no audible sirens are permitted.

1.3 Preserving residential lifestyle and ambience:

- 1.3.1 Residents may conduct limited business activities from their homes, provided that such activities comply with Drakenstein Municipality by-laws, remain incidental to the residential use of the property, and do not cause nuisance, disturbance, or inconvenience to neighbours. The use of a residence as a

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formal office space or business premises is not permitted except by way of formal application to the board of trustees and subject to approval by the board at its absolute discretion.

- 1.3.2 Other than residential employees as defined in Rule 3.3, no person may be employed by a resident for the purpose of operating a business on their properties (i.e. to use the residence as their daily place of work).
- 1.3.3 Each property may only be occupied by one bona fide household, consisting of one family unit and its direct relatives, together with temporary bona fide social visitors from time to time.
- 1.3.4 The operation of guesthouses, bed and breakfasts, time-share schemes, communal living arrangements, sub-letting, or renting or granting use of rooms or parts of properties is not permitted.
- 1.3.5 In order to protect the integrity of the permanent residential component on the Estate, ensure exclusivity, and manage security risks, a minimum lease period of thirty (30) days applies in respect of all residential properties on the Estate except for units in the Lodges Sectional Title Scheme. These units may be let for shorter periods subject to such as rules and procedures as may be imposed from time to time by the HOA and the trustees of the Scheme's body corporate in consultation with each other.

2. RESPECT FOR PROPERTY & THE ENVIRONMENT

- 2.1 Trespassing or unauthorized entry onto private property or into restricted areas, including building sites, security guardhouses, maintenance areas, utility rooms, or other demarcated areas, is strictly prohibited.
- 2.2 No person may tamper, interfere with, or cause damage to private property or HOA property and equipment, including signboards, road signs, and security equipment such as booms, gates, and cameras.
- 2.3 The Estate's common property, private open spaces, verges, lakes and dams, including the fauna and flora, must be responsibly protected and preserved. No fishing, hunting, trapping, chasing or harming birds or animals is allowed, and no fish or any other aquatic animals may be released into the Estate's water bodies.
- 2.4 No paint, chemicals, harmful waste, or other refuse may be disposed of into the sewerage or storm water systems, or into the Estate's lakes or dams.
- 2.5 Except for the HOA's appointed service providers, no boating, canoeing, tubing, or swimming is allowed in the HOA's lakes and dams.
- 2.6 No water may be extracted from the Estate's lakes, dams, and water channels by any resident, contractor or service provider except where specifically authorized by the HOA. The installation of pumps, pipes or any other means of water extraction is strictly prohibited.
- 2.7 No garden waste or other waste materials may be burned on private properties. Fires may not be lit in any open area outside of residents' private properties, except in any specifically demarcated areas, or with the prior written consent of the HOA.

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- 2.8 No owner or resident may carry out any landscaping, gardening, removing of vegetation or cutting of trees outside the boundaries of their own property without prior written consent from the HOA and/or the golf course owner as the case may be. Such consent may be granted entirely at the discretion of the HOA and/or the golf course owner, subject to any conditions they may decide to impose.
- 2.9 Littering or unauthorized dumping of waste anywhere on the Estate is strictly prohibited. This including the access roads which form part of the HOA's common property (i.e. Jack Nicklaus Boulevard between the R301 and the main entrance, and the service road between Schuurmansfontein Road and the contractors' gate).
- 2.10 Any person who causes harm or damage to HOA equipment, common property or another resident's property, whether accidental or otherwise, must report the details to the HOA as soon as possible. This includes oil, paint, or chemicals spilled on Estate roads. The HOA reserves the right to recover the costs of repairs from the person, employer or business responsible.
- 2.11 Acts of vandalism or deliberate damage to property will be treated as extremely serious transgressions and the HOA reserves the right to impose severe penalties in addition to the cost of repairs, including restricting or revoking access of non-members, laying criminal charges, and taking any other measures it may deem appropriate.

3. SECURITY AND ACCESS CONTROL

3.1 General terms:

- 3.1.1 Security is an important feature of the Estate, and the security systems and procedures implemented on the Estate, particularly with regard to access control, must be complied with at all times.
- 3.1.2 The right of admission to the Estate shall be under the control of the HOA which may on any reasonable grounds deny any person access to the Estate. The HOA expressly reserves its right to deny access to the Estate to any individual who may be deemed to present a risk to safety and security in any way.
- 3.1.3 It is mandatory that all residents enrol on the Estate's access system (or such other system as may be approved by the HOA from time to time) and make use of their biometric credentials (fingerprint or palm wave) to enter and exit the Estate.
- 3.1.4 No vehicles or persons shall enter or leave the Estate at any place, except at the designated entrance gates (including the pedestrian gates which provide access to the Berg River), other than in extraordinary circumstances and with the prior consent of the HOA and the Security Manager. People entering or leaving the Estate on foot or bicycle are required to scan in and out in the same manner as people driving vehicles.
- 3.1.5 Vehicles entering the Estate may be inspected by Security with a vehicle search mirror to check for oil leaks. Vehicles showing signs of oil leaks will not be allowed to enter the Estate.
- 3.1.6 All vehicles entering or exiting the Estate are subject to be searched by the Security staff at any time upon reasonable suspicion of a safety or security risk to the Estate.

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3.1.7 Deliberate breach of the access control rules (e.g. tailgating another vehicle into the Estate, bringing unregistered workers into the Estate, or using personal biometrics to open booms and allow third parties such as contractors or unregistered workers into the Estate) is seen as a very serious transgression and severe penalties apply.

3.2 Visitors and guests:

3.2.1 Residents are required to register and make use of the guest enrolment system via the Pearl Valley App to allow their visitors access to the Estate. The system allows guests to enter and exit the Estate by using a unique one-time pin code, generated on the App by the resident. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the HOA's Constitution and Estate Rules.

3.2.2 Visitors must register at the entrance gates and comply with the visitors' access procedure applicable at the time. If a visitor is not in possession of a guest code, the security staff on duty will attempt to contact the relevant resident to obtain confirmation before admitting the person concerned to the Estate. If such confirmation is not obtained by the security staff, they will be entitled to refuse access to the Estate.

3.2.3 All visitors entering the Estate by vehicle are required to present a valid driver's license and the vehicle must be correctly licensed. Without these two criteria being met, access will not be granted for the vehicle.

3.2.4 Visitor codes are intended for visiting family members, friends and guests only. Residents may not issue codes to employees, contractors, service providers, or delivery drivers.

3.2.5 No codes are to be generated for a third party who is not a bona fide visitor to a resident's own premises, where the resident will be physically present at the time of the visit.

3.2.6 Visitors who intend staying for four or more nights are required to complete the prescribed HOA Enrolment & Indemnity Form and enrol on the security system.

3.3 Residential employees:

3.3.1 Residents may employ domestic household staff (e.g. cleaners, gardeners, butlers, au-pairs, chauffeurs, chefs, etc. collectively referred to as "residential employees"). All residential employees must be registered with the HOA and Security and enrolled annually on the access system. The HOA and Security must be notified if any employee ceases to work for a resident for any reason.

3.3.2 All residential employees are obliged to abide by these Estate Rules. Residents are required to provide their employees with copies of these Estate Rules, ensure that they are aware of all the provisions, and take all reasonable steps to ensure that their employees do not transgress the Rules. Any fine issued by the HOA to a residential employee in terms of these rules shall become due and payable by the resident if not paid by the employee within the specified time period.

3.3.3 Residents are required to notify the HOA and provide full details of any employees who reside on their properties in the Estate. No more than two employees may reside on any property. Family members or friends of residential employees may visit the property with prior approval of the resident but are not permitted to stay overnight.

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3.4 Contractors, service providers, and deliveries:

- 3.4.1 All contractors, service providers, and delivery operators wishing to enter the Estate are required to register with Security and enrol annually on the access system.
- 3.4.2 In cases of once-off entry for companies or individuals who have not previously been granted access to the Estate, arrangements can be made with Security at least 24 hours in advance.
- 3.4.3 In the event of genuine emergency, such as burst geysers, plumbing, electrical, or fiber connectivity failure, emergency access can be arranged directly with the Estate Manager or Security Manager.
- 3.4.4 Residents may not use their personal biometric credentials (fingerprint or palm wave) to open the booms at the Estate entrance gates in order to allow contractors, service providers, or delivery operators to enter the Estate.
- 3.4.5 Contractors, service providers, and delivery operators must use the designated access gates assigned by the HOA.
- 3.4.6 Employees of contractors and service providers must confine themselves to the property at which they are working and may not walk around the Estate.

3.5 Residential burglar alarms:

- 3.5.1 Burglar alarms must be maintained in a sound working condition and comply with any regulations that the HOA may make with regard thereto from time to time.
- 3.5.2 Burglar alarms must not disturb neighbours (i.e. they must be silent to the outside environment).
- 3.5.3 External armed response service providers are not permitted in the Estate and should contact the Estate's security control room in the event of any alarm activation.
- 3.5.4 The HOA reserves the right to charge call-out fees to residents in the event of repeated false alarm signals.

3.6 Aircraft:

- 3.6.1 For security and safety reasons, and the protection of privacy of residents, no aircraft (including helicopters, drones, paragliders, parachutes, or similar) may be operated over, or land anywhere on, the Estate without the prior written consent of the HOA.
- 3.6.2 Consent for drone flights will only be considered on receipt of a completed and signed application and indemnity form, which must be submitted to the HOA at least 48 hours in advance.
- 3.6.3 Drone flights will only be approved for bona fide security, marketing, or events purposes.
- 3.6.4 Any approvals considered in terms of this Rule will be subject to prevailing Civil Aviation Authority regulations.

4. ROAD SAFETY & VEHICLE REGULATIONS

4.1 Road safety:

- 4.1.1 Extreme care must be taken by riders and drivers on the Estate.
- 4.1.2 No person may ride or drive any vehicle on the Estate unless in possession of the applicable driving license.
- 4.1.3 The HOA's vehicle regulations, speed limit of 40km/h, and road signs must be complied with at all times. Stop streets, yield signs and other road markings

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apply to all road users. All intersections must be regarded as being controlled by a 4-way yield sign, unless otherwise indicated by stop signs.

- 4.1.4 Speeding, riding on the wrong side of the road, cutting traffic circles, failing to stop at stop streets, tailgating through booms, and any other reckless, negligent, or dangerous conduct is strictly prohibited.
- 4.1.5 Speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorized by the HOA to stop speeding motorists and issue transgression notices.
- 4.1.6 Golfers, pedestrians and cyclists routinely cross the streets at designated points and drivers should approach these with caution. Golfers, pedestrians and cyclists always have right of way on the Estate.
- 4.1.7 All riders of bicycles, scooters, stand-up scooters, and motorbikes are required to wear a helmet at all times. "No helmet – no ride".
- 4.1.8 A minimum of a front-facing light and rear reflectors are required for riding in the Estate at night.

4.2 Parking:

- 4.2.1 Parking is only permitted in areas designated for such purpose by the HOA by means of appropriate signage.
- 4.2.2 Residents' cars should be parked in garages and/or driveways. Cars belonging to visitors, resident employees, contractors and service providers should be parked on the resident's property as far as practically possible.
- 4.2.3 Parking on verges or walkways, or in the streets in a manner that impedes or obstructs traffic in any way, is prohibited.
- 4.2.4 No trailer, caravan, boat, quad bike, truck or lorry may be parked within the Estate in such a way that it is visible from the road except with the consent of the HOA.
- 4.2.5 The clubhouse parking area, and the undercover parking bays in particular, may not be used for long-term parking or storage of vehicles, without the consent of the golf course owner.

4.3 Petrol-powered motorbikes and scooters:

- 4.3.1 Licensed motorbikes and scooters may be ridden on the Estate roads only, and only by riders who are in possession of a valid motorcycle license (code A or A1).
- 4.3.2 Licensed motorbikes must have number plates, lights, and indicators.
- 4.3.3 Unlicensed motorbikes, quad bikes, and go-carts may not be ridden anywhere on the Estate.

4.4 Electric motorbikes and scooters:

- 4.4.1 Unlicensed electric motorbikes and scooters without pedals are only permitted on the Estate if they have a maximum continuous rated power of up to 4 kW and a maximum design speed of not more than 45km/h.
- 4.4.2 Any device that exceeds either of these limits is not permitted on the Estate unless licensed and operated by a licensed rider.
- 4.4.3 For the avoidance of doubt, high-performance electric motorcycles (including, but not limited to Surron, Talaria and similar devices) that exceed the permitted power or speed limits are not allowed to be ridden in the Estate by an unlicensed rider whatsoever.

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- 4.5 E- bikes
- 4.5.1 Electrically assisted bicycles with pedals are permitted on Estate roads and on the demarcated bike trails.
- 4.6 Golf carts:
- 4.6.1 Golf carts may only be driven on HOA roads by persons in possession of a valid driving license (minimum Code B/8) and may not carry more occupants than designed for.
- 4.6.2 All carts used on HOA roads must be registered with the HOA, and a registration number (house number) provided by the HOA must be displayed on the golf cart.
- 4.6.3 Carts must be electric; silver, cream, or green in colour, and in good condition, with head lights, brake lights, rear view mirrors, and indicators.
- 4.6.4 Note that the Golf Club has its own rules for carts used on the golf course.
- 4.7 Heavy vehicles:
- 4.7.1 Heavy vehicles (defined as any truck, delivery vehicle, construction vehicle, earth-moving machine, or similar, having a gross mass exceeding 6,000 kilograms) are not permitted in the Estate before 07:00 and after 18:00 on weekdays, after 13:00 on Saturdays, or at any time on Sundays or public holidays, except with the prior approval of the HOA. This includes any vehicle towing a trailer where the combined mass exceeds 6,000 kilograms, but excludes emergency service vehicles, Drakenstein Municipal refuse trucks, and any passenger buses or delivery vehicles travelling directly between the entrance gates and the clubhouse / hotel parking area.
- 4.7.2 The following vehicles are not permitted on the Estate roads under any circumstances, except for emergency services: articulated trucks (including horse and trailer configurations), abnormal load vehicles, tracked vehicles, or vehicles exceeding 16,000 kilograms or 12,0 meters in length.
- 4.8 Enforcement:
- 4.8.1 Riders and drivers must, upon request by Estate Management or Security, provide proof of the specifications of the vehicle being used, proof of age (if applicable) and driving license.
- 4.8.2 Failure to provide acceptable proof of compliance will result in the vehicle and/or the operator being treated as non-compliant.
- 4.8.3 The HOA reserves the right to issue warnings, impose fines, require the removal of non-compliant vehicles, and/or suspend riding or driving privileges in cases of non-compliance.

5. PARENTAL RESPONSIBILITY FOR CHILDREN

- 5.1 Estate living is intended to provide a safe and healthy environment for children to grow and play, subject to compliance with the Estate Rules.
- 5.2 Parents and legal guardians are responsible for ensuring that children know and understand the Estate Rules and behave accordingly at all times.
- 5.3 Parents and guardians accept ultimate responsibility and accountability for the behavior of their children on the Estate. This applies equally to any children who are

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visiting residents on the Estate, and particularly when visitors stay overnight in residents' homes.

- 5.4 Children riding any type of vehicle or device on the Estate do so entirely under the responsibility of their parents, and the HOA will not be liable for any injuries or damages suffered.
- 5.5 Children may not under any circumstances enter a resident's private property to play 'tok-tokkie' or 'ding-dong-ditch'.
- 5.6 'Egging' of houses is seen as an act of deliberate vandalism and will incur severe penalties.
- 5.7 Children may not consume alcohol at any Estate facility or in any common area or private open space.
- 5.8 Children under the age of fourteen (14) years may not enter the Estate gym or swimming pools unless accompanied by an adult.
- 5.9 In the event that a child is stopped by HOA staff or Security personnel in the act of transgressing these Estate Rules, the child will be advised of the relevant Rules and required to provide their name and address and the contact details of a parent or guardian who will be contacted by the member of staff.
- 5.10 The HOA reserves the right to impose age-appropriate penalties and sanctions in the case of transgressions committed by children, including night-time curfews, restrictions on non-resident visitors, and limits on movement within the Estate unless accompanied by an adult.

6. CONTROL OF ANIMALS & PETS

- 6.1 Only domestic animals posing no danger, noise or nuisance may be kept on the Estate.
- 6.2 The maximum number of dogs and cats that may be kept on a property is as follows:
 - 6.2.1 The Lodges – no pets allowed, except with the written approval of the trustees of the Lodges Scheme body corporate.
 - 6.2.2 Standard erven below 2200m² – two dogs and two cats
 - 6.2.3 Properties larger than 2200m² – three dogs and three cats
- 6.3 No reptiles, exotic pets, or farm animals may be brought onto the Estate, except for the four 'gentleman's estate properties' in The Acres where up to four livestock may be kept (e.g. two horses and two sheep) depending on the size of the individual property and subject to HOA approval. No pigs are permitted and poultry may only be kept on these properties for domestic use.
- 6.4 The following dog species, whether pedigree or in mixed breed, are not allowed on the Estate: Pitbull terriers, Rottweilers and Boerboels. The HOA shall be entitled to require a resident to provide certified proof of a dog's breed in determining compliance with this rule.

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- 6.5 Residents are responsible for ensuring their animals and pets are always under control. Pets must not be left unattended for extended periods, cause noise or nuisance, roam freely, or endanger people or other animals. Excessive or continuous barking, crying or howling is particularly prohibited.
- 6.6 Dogs must always be on a leash when not on private property, and owners must immediately remove and properly dispose of any dog faeces deposited on common property or other private erf.
- 6.7 All cats and dogs must be spayed / neutered and have a securely attached collar with identity tags displaying their owners' name, address, and phone number. All cats must also have an effective bell to limit hunting success.
- 6.8 Any pets found roaming loose on the Estate will be impounded by the HOA staff or Security, and the owner will be notified.
- 6.9 No breeding of dogs or cats is allowed on the Estate.
- 6.10 Visitors may not bring any animals onto the Estate, except for guide / service dogs.
- 6.11 The owner of any pet found to persistently breach these Rules shall be obliged to remove the pet from the Estate. In particular, the HOA reserves the right to require that any dog displaying aggressive behaviour, such as attacking other dogs, animals or people, be immediately removed from the Estate.

7. MAINTENANCE OF PROPERTIES

- 7.1 General terms:
 - 7.1.1 Owners and residents are required to ensure that all elements of their properties, including houses, gardens and verges, are properly maintained on a continuous basis, in accordance with standards appropriate for a prestige residential estate as determined by the HOA from time to time and with reference to both the Architectural Guidelines and the Landscaping Guidelines. This includes ensuring that vegetation does not obstruct walkways or roads in any way, that trees do not overhang neighbouring properties or Estate roads, and that tree roots do not cause any damage.
 - 7.1.2 Vacant erven must be kept in a neat condition, clear of invasive alien vegetation, overgrown plants, weeds, rubble, or waste.
 - 7.1.3 Should the required standards not be adhered to, the HOA shall be entitled, after written notice to the owner, to take such steps as it may deem necessary in order to ensure compliance and to charge the owner accordingly.
 - 7.1.4 Every property owner is required to have sufficient building insurance cover for their house in order that any major damage suffered may be repaired and made good promptly.
 - 7.1.5 In accordance with clause 32.6 of the Constitution, no boreholes or well points may be sunk or installed on any residential erf.
 - 7.1.6 The HOA reserves the right to carry out property inspections prior to granting consent for sale and transfer to new owners to ensure that all elements of the property are compliant with the Rules, the Architectural Design Guidelines and the Landscaping Guidelines. In the event that material non-compliance is

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identified, the HOA shall be entitled to require that such non-compliance be corrected by the owner prior to granting consent.

7.2 Building work, alterations and renovations:

- 7.2.1 In accordance with clause 27.1 of the Constitution, no building work may commence, and no changes or additions may be made to the external appearance of an existing house (including roofs, windows, walls, paint colours, boundary elements, and driveways), as well as landscaping elements such as pathways, astroturf, and stone beds, without the prior written approval of the HOA.
- 7.2.2 The provisions of HOA's Architectural Design Guidelines and Landscaping Guidelines must be complied with, and all plans must be approved by the Design Review Committee, established in terms of clause 25.7 of the Constitution, prior to any work being carried out.

7.3 Property appearance:

- 7.3.1 The planning concept for Pearl Valley is one of openness and visual transparency. Garden areas on both street and golf course sides of any house are therefore open to viewing, and must be kept neat, clear and uncluttered.
- 7.3.2 Fixtures such as rainwater tanks, washing lines, HVAC systems, air-conditioning units, swimming pool pumps, satellite dishes, solar panels, heat pumps, generators, etc. may only be installed subject to the prior written approval of the HOA and must be positioned as discretely and out of view as possible, and be screened where necessary
- 7.3.3 Jungle gyms, swings, trampolines, bird cages, garden sheds, Wendy-houses, dog kennels, portable or temporary swimming pools, rainwater tanks, garden decorations, sculptures, and similar equipment or structures may not be readily visible from the golf course, any road and/or other erf or private open space.
- 7.3.4 The storage of materials, boats, windsurfers, jet-skis, trailers, caravans, tarpaulin-covered motor vehicles, motorcycles, and any other unsightly objects in gardens or driveways is not permitted.
- 7.3.5 Portable toilets and skips temporarily placed on a property for the use of contractors or service providers must be situated as discretely as possible within the boundaries of the property, not be placed on verges, common property, or vacant stands without the consent of the HOA, and must be serviced on an ongoing basis.
- 7.3.6 Residents may not display any signboards, or hang any flag, washing or laundry, or any other items visible from the golf course, any road and/or other erf or private open space.
- 7.3.7 No temporary wire fencing, reed, bamboo, or wooden fencing may be erected, and all boundary screen elements must comply with the Architectural Guidelines. The only exception to this Rule is where two neighbours mutually agree on the installation of a boundary element between their properties and such element is not visible from the golf course, any road and/or other erf or private open space.
- 7.3.8 No golf ball screens or nets, canvas sails, gazebos, awnings, sunshades, or similar equipment may be installed without the prior consent of the HOA.
- 7.3.9 No temporary structures, as defined in the National Building Regulations, may be erected on any erf.

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- 7.3.10 Signage for house names and/or numbers must be in keeping with the Architectural Guidelines and approved in advance by the HOA.
- 7.3.11 Residents are encouraged to keep their garage doors closed whenever possible in the interests of the general appearance of the Estate.

7.4 Refuse bins:

- 7.4.1 A weekly refuse removal service is provided by Drakenstein Municipality.
- 7.4.2 All refuse must be stored in bins, out of sight from the road, common areas, and the golf course.
- 7.4.3 Refuse bins may be put out on the road verge on the evening before the day of collection and must be removed on the day of collection.

8. USE OF FACILITIES & AMENITIES

8.1 General terms:

- 8.1.1 These rules relate to all common areas and private open spaces of the Estate, as well as the sports and recreation facilities, service facilities (including the green waste site, recycling facility, and the post office building) and any designated areas of private land (including Watervliet farm) made available for the use of residents on the Estate.
- 8.1.2 Residents must comply with any applicable booking procedures and all relevant rules and regulations published and/or signposted relating to specific facilities and amenities on the Estate.
- 8.1.3 The use of automated 'bots' or scripts to make bookings for sports facilities via the Pearl Valley App is prohibited.
- 8.1.4 The HOA, together with the golf course owner, reserves the right to impose fines and other appropriate sanctions on residents who misuse the facility booking system, or who fail to honour bookings, which could cause inconvenience and frustration for other residents.
- 8.1.5 The Estate's facilities and amenities must always be used with consideration for other residents. Loud music is not permitted, and users must avoid causing excessive noise, disturbance, or damage and ensure that no litter or belongings are left behind when leaving the facility.
- 8.1.6 Walking, jogging, and cycling are encouraged throughout the Estate, subject to any rules relating to specific areas.
- 8.1.7 Cycling may only take place on the roads and on the specifically designated bike trails.
- 8.1.8 Roller skating, roller blading, skateboarding and similar activities must be confined to designated recreational areas and are not permitted in any common area or on any roads within the Estate.
- 8.1.9 Children under the age of fourteen (14) years may not enter the Estate gym or swimming pools unless accompanied by an adult.

8.2 The Golf Course:

- 8.2.1 The golf course and club facilities are separately owned, private property. In terms of the Constitution, the golf course owner is a member of the HOA and, as such, is subject to the Constitution and the Estate Rules.
- 8.2.2 The golf course owner manages and controls all aspects of the golf course and golf club, including the clubhouse and associated recreational facilities.

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- 8.2.3 In terms of clause 29.11 of the Constitution, all members of the HOA shall be entitled to make use of the golf course and club facilities upon such terms as may be prescribed from time to time by the golf course owner.
- 8.2.4 Although the golf course is a major added-value aspect of every resident's property, access to the course is subject to the consent of the golf course owner, and subject to any restrictions or limitations that may reasonably be imposed, particularly in respect of people not officially playing golf.
- 8.2.5 With the exception of authorized members of staff, no person may enter the golf course, including the cart paths, fairways, and fringes during playing hours unless playing an official round of golf.
- 8.2.6 After hours, when play is completed, residents may make use of the cart paths, other designated paths, and the fringes of the golf course for walking and jogging, but may not traverse the actual playing areas, i.e. the greens and fairways.
- 8.2.7 No games, sports, picnicking or socializing are permitted on the golf course.
- 8.2.8 Playing or practicing golf on the golf course without registering at the golf clubhouse is strictly prohibited.
- 8.2.9 No golf carts are allowed on the golf course unless used for the purpose of playing golf.
- 8.2.10 Other than golf carts and pedal bicycles, no private vehicles (including electric motorbikes and scooters) are allowed on the golf course or the cart paths at any time.
- 8.2.11 Dogs are not permitted on the golf course, except on a leash, after hours, on the cart paths only.
- 8.2.12 The owner of the golf course is entitled to make reasonable rules relating to the recovery of golf balls from a resident's property, the driving of carts, machinery and equipment necessary for playing golf and the maintenance and irrigation of the golf course, including at night.
- 8.2.13 The retrieval of golf balls from any lakes and water features is the sole entitlement of the golf course owner. Residents are not permitted to recover golf balls from the lakes and water features.
- 8.2.14 Residents, their guests and employees shall not obstruct, hinder or unreasonably disturb golfers whilst playing.
- 8.2.15 Neither the HOA nor the owner of the golf course, their trustees / directors, officers, employees or contractors shall be liable for any personal injury, loss of life, or damage to property suffered by any person arising from the flight of golf balls or from any other cause whatsoever relating to the use of the golf course.

9. PROPERTY SALES AND LETTING

- 9.1 Property owners are obliged to employ an estate agency accredited by the HOA for the sale or letting of their properties. All accredited agencies are subject to the HOA's Code of Conduct for property practitioners, which is available on the HOA's website at www.pvhoa.co.za, as well as the Estate Rules and Security regulations.
- 9.2 In the event that beneficial ownership or control of a company, close corporation, trust or other association which owns a property in the Estate is changed or transferred, the transferor must notify the HOA immediately and provide the full names and addresses of the new representatives.

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- 9.3 Any sale or lease agreement in respect of a property in the Estate requires the prior approval of the HOA. All new owners and tenants are required to sign an undertaking to comply with the provisions of the HOA's Constitution, the Estate Rules, and any regulations made and determined by the HOA in accordance therewith.
- 9.4 No owner may allow tenants to occupy a property unless such tenants have been approved by the HOA in advance. HOA approval is also required for any renewal or extension of lease agreements.
- 9.5 Prospective tenants are required to complete an application form provided by the HOA and submit a copy of their identity documents and/or passports for the purpose of background checks and criminal clearances. The HOA expressly reserves the right to decline to approve a lease agreement based on its assessment of potential risks to safety and security within the Estate.

10. PAYMENT OF HOA ACCOUNTS

10.1 Levies:

- 10.1.1 Levy accounts are issued by the HOA on or around the 15th day of each month and are payable by the 7th day of the next month. Interest is payable on arrears at a rate determined by the Trustees from time to time. Levy payments may not be withheld for any reason whatsoever.
- 10.1.2 Individuals who jointly own a property are liable for levies jointly and severally.
- 10.1.3 In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has in terms of the Constitution and/or at law, to take such action against the defaulting resident as is contemplated in Rule 10.2 below.
- 10.1.4 Residents are urged to arrange a debit order for the payment of levies in order to streamline this process. Residents should contact the HOA finance department via debtors@pvhoa.co.za to arrange this.

10.2 Penalty levies:

- 10.2.1 Any new owner who fails to complete the construction of their dwelling and the establishment and landscaping of their garden by the date on which they are obligated to do so as required in terms of clause 2.11 of the HOA Constitution, or fails to complete any renovation/alteration within a period of 12 months, shall be required to pay a penalty levy equal to double the basic monthly HOA levy, in addition to the normal monthly HOA levy, with effect from the first day of the month following the month in which the breach occurs.
- 10.2.2 Any penalty imposed in accordance with the provisions of Rule 10.2.1 above shall be suspended for a maximum period of 12 (twelve) months calculated from the first day of the month following the month in which a resident commences with the bona fide construction of his dwelling, provided that the construction and any landscaping associated therewith is continued with in a bona fide manner, and the owner is not in arrears with payment of his normal levies and/or any other amounts due to the HOA and continues to timeously pay his Levies and any other amounts that may become due to the HOA, until such time as a Certificate of Completion has been issued.

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10.3 Water bills:

- 10.3.1 Water accounts are issued by the HOA on or around the 20th day of each month and are payable by the 7th day of the following month.
- 10.3.2 No owner or resident may withhold payment of water accounts under any circumstances. In the event of a water invoice query being lodged, the invoice must still be paid by the due date. Should investigation reveal that an incorrect water invoice was issued as a result of a faulty water meter or due to an error in the invoicing process, the HOA will issue a credit note or a refund to the resident.
- 10.3.3 Where a resident disputes the accuracy of a water meter, the HOA will arrange for the meter to be tested. If any fault is found, the HOA will replace the meter at its cost and calculate the amount to be credited or refunded to the resident. Where the water meter is found to be working correctly, the HOA reserves the right to charge the resident a call-out fee, determined by the HOA from time to time.
- 10.3.4 The circumstances set out in 10.3.2 above are the only ones in which the HOA may refund water account payments, and it is essential that owners and residents accept full responsibility for monitoring and managing the use of water on their properties.
- 10.3.5 The HOA reserves the right to take any appropriate measures where residents refuse to settle their water bills for any reason, including publishing the names of residents who are in default.

11. **TRANSGRESSIONS, WARNINGS AND PENALTIES**

- 11.1 If any person contravenes or fails to comply with any of the provisions of these Estate Rules, or any conditions imposed by or directives given by the HOA in terms of the Constitution and the Estate Rules, the HOA shall be entitled to impose a penalty and/or any other sanction as it may deem appropriate in the circumstances.
- 11.2 Ignorance of the Estate Rules, whether by an owner, resident, tenant, visitor, employee, or contractor, shall not constitute a defense to a transgression.
- 11.3 In the first instance, warnings and penalties will normally be issued by the Estate Compliance Officer or the Estate Manager according to the Estate Rules Transgression Chart attached as Appendix 1.
- 11.4 Penalties must be paid into the HOA's bank account within 30 days from the date of being issued. If an individual is of the view that the penalty is unwarranted for any reason, he/she may appeal in writing to the Board of Trustees within seven days of the date of issue, but the penalty must be paid in the interim.
- 11.5 If the person concerned is a family member, guest, employee or other invitee of a resident, that resident will be liable for payment of the penalty if it remains unpaid after the 30-day period has elapsed.
- 11.6 If any penalty remains unpaid by a tenant after the 30-day period has elapsed, the owner of the property will be liable for payment.
- 11.7 In the event that an individual refuses or fails to pay a penalty imposed in terms of these Rules and the Constitution, the HOA reserves the right to issue further penalties,

charge interest on the unpaid amounts, add the amounts payable to the relevant owner's levy account, and take such further measures as it may deem necessary.

- 11.8 The decision of the Board of Trustees in respect of any appeal submitted will be final and binding on all parties, subject only to section 22 of the Constitution which deals with the resolution of disputes through arbitration, but only to the extent that this may apply to the particular matter involved.
- 11.9 Whilst Appendix 1 includes a list of rule transgressions and the standard sanction to be imposed by the HOA in each instance, it is impossible to list every conceivable transgression. Accordingly, the HOA reserves the right to impose sanctions for conduct which is deemed to be in breach of the spirit and intent of the Estate Rules, even if such conduct is not specifically mentioned in these Rules or listed on the Transgression Chart. The HOA also reserves the right to increase the sanctions imposed in the case of serious and/or repeated transgressions.
- 11.10 The failure of the HOA to enforce any provision of these Rules in a particular instance shall not constitute a waiver of its right to enforce that provision in the future, nor create any precedent.

12. RECIPROCAL USE AGREEMENT WITH VAL DE VIE HOA

- 12.1 A Reciprocal Use Memorandum of Agreement (MOA) is in place between the Pearl Valley and Val de Vie Estates, approved by the members of both HOAs, in terms of which residents of each estate are entitled to reciprocal access to, and use of, the facilities and amenities of the other estate.
- 12.2 Section 5 (Reciprocal Use Terms) of the MOA stipulates that members of either HOA are obliged to conduct themselves in a manner to uphold and not breach the rules of the other. In the event of a member contravening the conduct rules of the neighbouring Estate, penalties will be levied by that Estate's HOA, which must be settled within 30 days. The relevant HOA may furthermore temporarily revoke the access privileges of the resident in question until the breach has been remedied to the satisfaction of that HOA.
- 12.2 Pearl Valley residents are accordingly encouraged to familiarize themselves with the Val de Vie Estate rules, referred to as the 'Code of Conduct' and available on the Val de Vie website at www.valdevie.co.za.
- 12.3 Val de Vie residents are equally encouraged to familiarize themselves with these Estate Rules and to conduct themselves accordingly whenever visiting Pearl Valley Estate.
- 12.4 The complete MOA is available on the Pearl Valley HOA website at www.pvhoa.co.za under the 'Estate Documents' tab.

13. LIMITATION OF LIABILITY & INDEMNITY

13.1 Acknowledgement of Inherent Risks

13.1.1 Members, residents, tenants, guests, contractors and any other person entering the Estate (“Users”) acknowledge that estate living involves inherent risks, including but not limited to the use of roads, pavements, parks and recreational facilities, sporting activities (including golf, cycling and walking), wildlife, dams, water features and natural areas, construction activities from time to time, and security incidents despite reasonable security measures.

13.1.2 All Users enter the Estate and use its facilities at their own risk, subject to the provisions below.

13.2. Limitation of Liability

13.2.1 The HOA, its trustees, officers, employees, contractors, and service providers (collectively “the Indemnified Parties”) shall not be liable for any injuries, losses or damages of any nature whatsoever which may be sustained or suffered by any person who enters the Estate and/or uses the common areas or facilities of the Estate.

13.3 Security Disclaimer

13.3.1 The HOA provides security services as a risk-mitigation measure only and does not warrant or guarantee the prevention of crime, the safety of persons, or the protection of property.

13.3.2 Members and Users acknowledge that security services reduce but do not eliminate risk.

13.4 Waiver and Indemnity

13.4.1 Members and Users waive all claims of whatsoever nature against the Indemnified Parties and indemnify and hold harmless the Indemnified Parties from any liability.

13.4.2 This waiver and indemnity binds Members and Users in their personal capacities, as well as their family members, visitors, guests, invitees, employees, or any other person for whom they are legally responsible.

APPENDIX 1

ESTATE RULES – TRANSGRESSIONS & PENALTIES

This Schedule sets out the standard transgressions and penalties applicable to breaches of the Pearl Valley Estate Rules.

General provisions applicable to all transgressions:

- Penalties apply per incident unless otherwise stated.
- Repeated offences refer to the same or substantially similar conduct within a 12-month period.
- The HOA reserves the right to recover all actual costs incurred in remedying any breach.
- Serious or repeated breaches may result in additional sanctions including restriction or revocation of access, suspension of privileges, or legal action in terms of the Constitution and Estate Rules.

1. RESPECT AND CONSIDERATION FOR OTHERS

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
1.1	Willful misconduct, anti-social, or delinquent behaviour, or conduct bringing the Estate into disrepute	R2,500	R5,000	R10,000
1.1	Obstructing, interfering with work, or verbally abusing staff members	R2,500	R5,000	R10,000
1.1	Threatening or abusive language or behaviour	R2,500	R5,000	R10,000
1.2	Noise, disturbance or nuisance caused to other residents	Warning + rectify	R1,000 + rectify	R2,000 + rectify
1.2	Discharging fireworks or firearms	R5,000	R10,000	R20,000
1.3	Operating prohibited business activities from a residence	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify
1.3	Short-term letting contrary to minimum lease period	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify

2. RESPECT FOR PROPERTY & THE ENVIRONMENT

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
2.1	Trespassing on private property or restricted areas	R2,500	R5,000	R10,000
2.2	Tampering with HOA equipment or infrastructure	R5,000	R10,000	R20,000
2.3	Fishing, hunting, harming wildlife or birds	R2,500	R5,000	R10,000
2.4	Disposal of chemicals or waste into drains or water systems	R5,000	R10,000	R20,000
2.5	Swimming or boating in lakes and dams	Warning	R1,000	R2,000
2.6	Unauthorised extraction of water from lakes or dams	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify
2.7	Unauthorised fires	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify
2.8	Gardening, landscaping, cutting trees outside erf boundaries without approval	R2,500 + reinstate / make good	R5,000 + reinstate / make good	R10,000 + reinstate / make good
2.9	Littering	R500 + removal	R1,000 + removal	R2,000 + removal
2.9	Dumping of waste	R2,500 + removal	R5,000 + removal	R10,000 + removal
2.10	Failure to report damage to property	R2,500	R5,000	R10,000
2.11	Vandalism or deliberate damage to property	R10,000 + repair / make good	R20,000 + repair / make good	R40,000 + repair / make good

3. SECURITY & ACCESS CONTROL

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
3.1.3	Failure to enrol on access control system	Warning + enrol	R2,000 + enrol	R4,000 + enrol
3.1.7	Deliberate breach of access rules	R2,500	R5,000	R10,000
3.2.4	Issuing visitor codes to people who are not visitors as defined in the Rule	R2,500	R5,000	R10,000
3.3.1	Failure to register residential employees	R2,500 + register	R5,000 + register	R10,000 + register
3.4.4	Using biometrics to admit unauthorised people	R2,500	R5,000	R10,000
3.6.1	Operation of aircraft or drones without approval	R5,000	R10,000	R20,000

4. ROAD SAFETY & VEHICLE REGULATIONS

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
4.1.1	Driving without a valid license	R2,000	R4,000	R8,000
4.1.2	Speeding 41—49 km/h	R1,000	R2,000	R4,000
4.1.2	Speeding 50 km/h +	R2,000	R4,000	R8,000
4.1.3	Reckless or dangerous driving	R3,000	R6,000	R12,000
4.1.6	Failure to wear helmet	Warning	R1,000	R2,000
4.2.3	Parking obstructing traffic or on verges	Warning	R1,000	R2,000
4.3.3	Use of unlicensed motorbike	R2,500	R5,000	R10,000

4.4.3	Use of prohibited electric motorbikes	R2,500	R5,000	R10,000
4.6.2	Golf cart not registered or compliant	Warning + rectify	R2,000 + rectify	R4,000 + rectify

5. PARENTAL RESPONSIBILITY FOR CHILDREN

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
5.3	Failure to control children causing breach, disturbance or damage	R2,500	R5,000	R10,000
5.5	Tok-tokkie / ding-dong-ditch	R2,500	R5,000	R10,000
5.6	Egging of houses	R5,000 + cleaning	R10,000 + cleaning	R20,000 + cleaning
5.7	Consumption of alcohol by minors on Estate property	R2,500	R5,000	R10,000
5.8	Under 14 unaccompanied access to gym or swimming pools	Warning	R1,000	R2,000
5.10	Repeated or serious misconduct by children	R5,000	R10,000	R20,000

6. CONTROL OF ANIMALS & PETS

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
6.1	Animals causing noise or nuisance	Warning	R1,000	R2,000
6.1	Animals causing harm or injury	R5,000 + removal	-	-
6.3	Keeping prohibited animals or livestock	R5,000 + removal	-	-
6.4	Keeping prohibited dog breeds	R5,000 + removal	-	-

6.5	Pets roaming freely or unattended	R1,000	R2,000	R4,000
6.6	Dogs off-leash outside own property	R1,000	R2,000	R4,000
6.6	Failure to remove animal faeces	R500	R1,000	R2,000
6.7	Cats or dogs without a tag	Warning + rectify	R1,000 + rectify	R2,000 + rectify
6.9	Breeding of dogs or cats	R5,000 + removal		
6.10	Visitors bringing animals onto Estate	Warning	R1,000	R2,000

7. MAINTENANCE OF PROPERTIES

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
7.1.1	Failure to maintain property, garden or verge	Warning + rectify	R2,500 + rectify	R5,000 + rectify
7.1.2	Neglected vacant erf	Warning + rectify	R2,500 + rectify	R5,000 + rectify
7.1.5	Installation of boreholes or well points	R10,000 + removal	-	-
7.2.1	Commencing building or alterations without approval	R5,000 + stop and rectify	R10,000 + stop and rectify	R20,000 + stop and rectify
7.2.2	Non-compliance with approved plans	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify
7.3.2	Installation of unapproved fixtures or equipment	Warning + rectify	R2,500 + rectify	R5,000 + rectify
7.3.4	Storage of unsightly items in gardens or driveways	Warning + rectify	R1,500 + rectify	R3,000 + rectify

7.4.3	Refuse bins left out after collection day	Warning + rectify	R500 + rectify	R1,000 + rectify
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8. USE OF FACILITIES & AMENITIES

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
8.1.3	Use of bots or scripts for bookings	R2,000	R4,000 + booking suspension	R8,000 + booking suspension
8.1.4	Failure to honour bookings	R500	R1,000	R2,000
8.1.8	Skateboarding or similar activities in prohibited areas	R500	R1,000	R2,000
8.2.	Breach of rules on access to or use of golf course	R1,000	R2,000	R4,000
8.2.10	Use of vehicles on golf course or cart paths	R2,500	R5,000	R10,000

9. PROPERTY SALES & LETTING

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
9.1	Use of non-accredited estate agents	Warning + rectify	R5,000 + rectify	R10,000 + rectify
9.3	Sale or lease without HOA consent	R5,000 + rectify	R10,000 + rectify	R20,000 + rectify
9.4	Giving occupation to unapproved tenants	R10,000 + rectify	R20,000 + rectify	R40,000 + rectify

10. PAYMENT OF HOA ACCOUNTS

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
10.1.1	Late payment of levies	Interest at applicable rate	-	-
10.2.1	Failure to complete building within prescribed time	Penalty levy	-	-

10.3.1	Late payment of water accounts	Interest at applicable rate	-	-
10.3.5	Persistent failure / refusal to settle accounts	Recovery action	-	-

12. RECIPROCAL USE AGREEMENT WITH VDVHOA

Rule reference	Transgression	1st offence	2nd offence	3rd & subsequent
12.2	Failure to pay a VDV penalty within the prescribed time	Amount of the penalty + R1,000 admin fee	-	-