



CAPOLAVORO MOUNTAIN ESTATE

ESTATE RULES AND REGULATIONS

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ESTATE RULES

CAPOLAVORO MOUNTAIN ESTATE

HOME OWNERS' ASSOCIATION

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1. INTRODUCTION

- 1.1 Owners and occupiers of units in Capolavoro Mountain Estate enjoy a unique lifestyle in an environmentally rich countryside surrounded by mountains. The estate will offer a variety of recreational facilities within convenient proximity of city infrastructure.
- 1.2 Estate living does however call for certain restraints and owners and occupiers must at all times consider the rights and privileges of other owners and occupiers.
- 1.3 The Estate Rules are for the protection and reinforcement of this lifestyle and your capital investment and to promote , advance and protect the interests of the members.

2. LEGAL STATUS

- 2.1. These rules have been established by the Trustees in terms of clause 8 of the Constitution of the Capolavoro Mountain Estate Home Owners' Association ("HOA").
- 2.2. All owners and entrants to the Estate are obliged to comply with the Estate rules.
- 2.3. The registered owner or occupier of every property within the Estate ("the owner") is responsible for ensuring that all members of his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and delivery persons also comply with the Estate rules.
- 2.4. The Trustees shall have the right, in the event of a breach of a rule by an owner, his family, tenants, guests, visitors, employees, contractors, contractors' subcontractors and delivery persons, to take such action against the defaulting owner as they deem fit on behalf of the HOA, including but not limited to :
 - 2.4.1. Giving notice to the owner concerned requiring him to remedy such breach within such period as the Trustees may determine; and/or
 - 2.4.2. Taking or causing to be taken such steps as they may consider necessary to remedy the breach at the cost of the defaulting owner;; and/or
 - 2.4.3. Taking such action including the imposition of a fine, or proceedings in court, as they may deem fit.

3. AMENDMENTS

- 3.1. Particularly in a developing estate, rules will need to be added to, amended or repealed in accordance with evolving needs of owners and the estate.
- 3.2. These rules are therefore subject to change from time to time, and the Trustees shall endeavour to add to, amend or repeal the rules as deemed necessary in order to protect the interests of the HOA the owners and the integrity of the Estate as a whole.

4. GENERAL CONDUCT

- 4.1. In order to preserve and enhance the residential ambience and lifestyle within the Estate, all owners shall at all times behave and conduct themselves in a considerate, reasonable and civilized manner, and shall in particular avoid causing inconvenience or nuisance to other owners.

5. SECURITY AND PROTECTION

- 5.1. Security is an important feature of Capolavoro and owners and their visitors must at all times assist and comply with the security systems and procedures implemented on the Estate, particularly with regard to access control.
- 5.2. The perimeter security, patrols and access controls serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate.
- 5.3. Owners and their visitors and employees must adhere to security procedures and respect the security personnel's role. Security guards may under no circumstances be abused or obstructed from performing their functions.
- 5.4. The guardhouse has a panic/burglar alarm receiver for those who have installed their own compatible system.
- 5.5. Visitors must register at the entrance gate and complete the required form prior to access.
- 5.6. Owners are permitted to employ their own domestic assistants. All domestics assistants must however be registered with security.
- 5.7. More specific and detailed rules for security and protection will be established from time to time.

6. ROADS AND TRAFFIC

- 6.1. Extreme care must be taken by drivers when driving on the estate. Pedestrians and cyclists will be crossing the streets and drivers should approach them with caution. Pedestrians and cyclists have the right of way.
- 6.2. The speed limit is 20km/hour, and the appropriate regulations of the Western Provincial Road Traffic Ordinances shall apply.
- 6.3. A maximum loading of 6 tons per axle is permitted in and on the Estate roads.

6.4. Owner's / renter's cars should be parked in the owner's / renter's garage and on the owner's / renter's paved driveways. Visitor's cars should be confined to the owner's / renter's paved driveway. Visitor's cars that cannot be accommodated on the owner's / renter's property, should be parked in the designated visitor areas, and in the indicated parking bays, and should not obstruct access lanes. When and if necessary, owner's / renter's cars may be parked in the visitor parking areas on a temporary basis only. Permanent or recurring parking of owner's / renter's cars in the visitor parking areas is not permitted.

Owners / renters may, subject to CHOA approval, apply to pay a monthly rental fee for a visitor parking bay, to be debited to their monthly levy account. Parking on roads, sidewalks, parks, common areas, and vacant properties is strictly prohibited.

6.5. Revving of motorbikes, cars or other engines should be restricted to the absolute minimum and no repairs or reconditioning is permitted on the road or in private areas.

6.6. Excepting for purposes of arrival and departure, motorbikes or petrol driven scooters may not drive around the Estate at any time.

6.7. Excepting for bona-fide construction purposes or estate maintenance requirements, no quad-bikes or similar vehicles are permitted on the Estate.

6.8. More specific and detailed rules for roads and traffic will be established from time to time.

7. LANDSCAPING AND PROPERTY MAINTENANCE

7.1. All horticultural and landscape aspects of the Estate including traffic islands and public open spaces will be managed by the HOA.

7.2. Gardens of individual properties will be maintained by the owners. This includes sidewalks, grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants.

7.3. Owners are obligated to establish and complete their gardens, to the required standard, within 3 months of the completion of the dwelling.

7.4. Owners are responsible for the maintenance and upkeep of their own garden irrigation systems.

7.5. In order to create the desired continuity of landscaping, the HOA strongly recommend indigenous plants.

7.6. An owner must maintain all aspects relating to the exterior of his house, including but not necessarily limited to fencing, pools and paving, at a level of upkeep, neatness and tidiness to the satisfaction of the HOA.

7.7. Owners can refer to the Architectural Design Guidelines under "Soft landscaping -

planting point 5.12 “to get a better understanding of the type of landscaping and plants required and not allowed to be planted.

8. PROPERTY APPEARANCE

- 8.1. The planning concept for Capolavoro Mountain Estate is one of openness and visual transparency. Garden areas on both street and open area sides of any house are therefore open to viewing, and must be kept clear and uncluttered.
- 8.2. The storage of materials, boats, windsurfers, caravans, building materials, bird aviaries, motorcycles, and any other unsightly objects are not permitted in gardens or driveways. Trailers may be parked in the Owner’s driveway or in an Owner’s garage, subject to it being covered with the correct green cover. Trailers may not be parked in gardens or public spaces. In particular, but without limiting the generality of the aforementioned, an owner shall not hang any flag, washing or laundry or any other items that are visible from the road or open area, or over any boundary fence.
- 8.3. Owners are encouraged to keep their garage doors closed whenever possible in the interests of the general appearance of the Estate.
- 8.4. Fixtures and other items such as wash lines, air-conditioning ducts and units, swimming pool pumps, evaporative cooling radiators, kennels, water storage tanks, etc., should be sited discreetly and out of view from the street or common areas, and may only be installed subject to written approval of the CHOA. Satellite dishes, and solar heating panels should be sited and installed in compliance with the Estate Architectural Design Guidelines, Clause 5.13.
- 8.5. In the interests of all owners, each owner is required to carry sufficient building insurance cover for their house in order that any major mishap may be repaired and made good.

9. ESTATE APPEARANCE

- 9.1. Owners are requested to leave the private areas in a clean and acceptable condition, and to conscientiously dispose of any litter wheresoever same may be found.
- 9.2. No trees or plants in private areas may be damaged or removed.
- 9.3. Swimming pool water must be discharged into a sewer drain, and not into any storm water pipe or drain.
- 9.4. All vacant stands in the Estate should be maintained by the owners, to the satisfaction of the HOA.
- 9.5. The HOA will maintain the water features on the Estate.
- 9.6. No fires, braaiing or barbecuing is permitted except on an owner’s property or in

designated areas.

10. ANIMALS AND PETS

10.1. Pets are permitted at the discretion and with written consent of the HOA. Such consent may be withdrawn at any time, without reason, justification or liability. An owner of a pet shall be obliged to immediately remove such pet from the Estate in the event that such pet causes a nuisance, is not on a controlled leash, or displays aggressive behaviour.

10.1.1 The number of dogs and cats per household is restricted to 3, and may not be of the same sort. Either 2 dogs and 1 cat, or 2 cats and one dog allowed.

10.2. In light of neighbour proximity and the openness of gardens, cats and dogs need to be strictly controlled by owners, both on and off their property.

10.3. Every cat and dog must be registered and wear a tag displaying the owner's name and stand number. Pets must be on a controlled leash in all private areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers or pets. Dog excrement must be immediately removed by an owner.

10.3.1 Cats must wear a bell to protect Estate Fauna.

10.4. At all times, and particularly at night, pets must not create a disturbance, and should not be left unattended.

10.5. The natural fauna on the Estate is to be protected and must not be chased or attacked by pets.

11. NEIGHBOUR RELATIONS

11.1. Noise levels must always be kept to a minimum.

11.2. The volume of TV, music, radios, partying, children and power tools, etc, must be moderated in consideration of other owners. It must also be understood that the HOA and its Trustees and its agents, are not responsible for "instant policing" of such problems. It is suggested that neighbours and security be notified of imminent parties, or social activities, and that all owners conform to moderate restraints.

11.3. No business activity or hobby which causes aggravation or nuisance to other owners may be conducted at Capolavoro. Excepting for domestic workers, no staff that require daily access to the Estate may be employed by owners.

11.4. No activities are permitted in the private areas if they cause unreasonable nuisance to other owners / residents. Noise must conform to moderate, and reasonable restraint.

In consideration of owners/residents residing adjacent to the parks, noisy games and activities are not permitted between 8pm and 8am daily, and between 1pm and 4pm on Sundays.

Owners/residents wishing to make use of the parks for special occasions should make prior application to the Board of Trustees for their consideration.

- 11.5. Owners are reminded that their conduct at all times is governed, in any event, by the Stellenbosch Municipality by-laws which include the following :

“21(1) No persons shall disturb the public peace in a street or public place, or on private premises by making noises or causing them to be made by shouting, quarrelling, fighting, singing or playing any type of musical or noise-creating instrument or gramophone, or by means of a radio, loud speaker or similar device, or by riotous, violent or immoral behaviour.”

“21(2) No persons shall, except with the written permission of the Assistant Chief protection Services, discharge any fireworks within the municipal boundaries of the council or allow such fireworks to be discharged.”

- 11.6. No fireworks of any kind are permitted on the Estate.

12. REFUSE

- 12.1. The Stellenbosch Municipality provides a weekly refuse removal service. On the day of service, residents should place their refuse bins provided, on the sidewalk adjacent to their Erf by no later than 08h00. After collection, bins must be removed by 19h00 the same evening, and placed within residents properties, out of view from the road, common areas and neighbours.
- 12.2. No refuse, garden refuse or rubble may be dumped on vacant erven, sidewalks, parks and public areas.
- 12.3. All refuse should be stored in bins, and out of sight from the road, open areas and neighbours.

13. SWIMMING POOLS

- 13.1. Swimming pools present an obvious danger to young children, but with many dams, lakes and water features openly accessible, it is recommended that parents take responsibility for their children and fence their property.
According to the National Building Regulations :

"The owner of any site which contains a swimming pool or swimming bath shall ensure by means of a wall or fence that no person can have access to such pool or bath from any street or public place or any adjoining site other than through a self-

closing and self-latching gate with provision for locking in such wall or fence:

Provided that where any building forms part of such wall or fence, access may be through such building.

Such wall or fence and any such gate therein shall be not less than 1.2m high measured from the ground level, and shall not contain any opening which will permit the passage of a 100mm diameter ball".

13.2. Plans for swimming pools must be submitted and approved by the HOA and Council, as per any other external building works, before work may commence.

13.3. More specific and detailed rules for the planning and construction of swimming pools will be incorporated within the Architectural and Building Rules to be established from time to time.

14. WALKING, JOGGING, CYCLING, BLADING ETC.

14.1. Walking and jogging are obviously encouraged throughout the Estate.

14.2. Dogs may be walked on the Estate whilst on a leash. Dog excrement must be removed immediately.

14.3. Cycling shall be on the roads and parklands.

14.4. Roller-blading, skate boarding and similar activities must give way to pedestrians and cars. If these activities will be a nuisance security will have the right to stop it at any given time.

15. SERVICES

15.1. Excepting for the water and electricity supplier, Stellenbosch Municipality, Eskom and Telkom, all other completed services and roads of the Estate are privately owned by the HOA, and accordingly operated and maintained by the HOA.

16. RE-SALES AND LETTING

16.1. In order to ensure that prospective purchasers are correctly advised of their rights and obligations relative to the Estate, and to avoid the proliferation of unsightly signage, owners are obliged to employ the agent duly accredited by the HOA for re-sales and letting.

16.2. Any sales agreement must include an obligation for the purchaser to become a member of the HOA upon transfer of the property into his name and to remain as a member for so long as he is the registered owner of the property.

16.3. In the case where the 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 forthwith of the change or transfer and with the full names and addresses of the new representatives.

16.4. Any lease agreement in respect of a property in the Estate must be in writing and must include an undertaking by tenant to comply with the provisions of both the Capolavoro Mountain Estate HOA Constitution and the rules and regulations made and determined in accordance therewith.

16.5. In order to protect the integrity of the permanent residential component on the Estate and ensure exclusivity on the Estate, rental of properties at Capolavoro may only be for minimum period of 12 months.

16.6. All tenants must register themselves and the guests who are staying with them at security on arriving at the Estate. A copy of their written agreement of lease must also be handed in to security on arrival.

16.7. SHOW HOUSES

The following rules will apply when an estate agent has a show house on the estate:

- The estate agent should make arrangements to meet prospective buyers outside the estate entrance.
- The Agent and prospective buyers should drive in with one vehicle or walk to the property.
- The estate agent may not under any circumstances leave prospective buyers alone in the estate.
- Show signs may not be erected inside the estate.
- Limited show times:
 - Saturday, Sunday and public holidays between 14h00 and 17h00

17. LEVY PAYMENTS

17.1. Levies are payable in advance, on the 1 st day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and severally.

17.2. In the event of default of payment of levies, the HOA shall be entitled, in addition to any other rights it has at law, to take such action against the defaulting owner as is contemplated in rule 2.4.

17.3. Owners are urged to arrange a debit order for the payment of levies in order to streamline this process. Owners should contact the Status Mark accounts office on 044 6913054 to arrange this.

18. DEVELOPMENT AND IMPROVEMENT

Any development and improvement of an Erf excluding soft landscaping must be carried out in accordance with the prescripts of the relevant code of conduct:

- a) Contractors code of conduct – alterations and additions (for alterations and additions)
- b) Builders code of conduct (for new dwellings)
- c) In the case of minor alterations or additions application may be made to the trustees for exemption from the above requirements by submitting a plan containing full specifications and a design drawing for approval.
- d) Any improvement that is not as per above rules may be penalised by a fine and will be required to be reversed and the costs will be carried by the owner.

19. IMPOSITION OF BUILDING PERIOD PENALTIES

19.1. Notwithstanding the Developer's/Association's rights entrenched in the original Offer to Purchase, all Owners in breach of the date by which they are obliged to have commenced (1 September 2013) the construction of their dwelling shall be penalized on the following basis whilst they are in breach :

19.1.1. For the first year of breach, by having their monthly Home Owners' Association levy multiply by two with effect from the month following the month in which the breach of building time periods took place ; and

19.1.2. for the second year of breach, by having their monthly Home Owners ' Association levy multiply by four ; and

19.1.3. for the third and all subsequent years of breach, by having their monthly Home Owners' Association levy multiply by six.

19.1.4. all new owners will be given 6 (six) months, from date of registration, to commence with building. Should the owner fail to do so, he/she will be penalised in terms of Rule 19.1.1 - 19.1.3.

19.2. Alterations and additions to existing houses with a total value of R500 000 (five hundred thousand rand) or less, is not allowed to take longer than 3 (three) months, including weekends and holidays, to complete.

Alterations and additions to existing houses with a total value of R500 000 (five hundred thousand rand) or more, is not allowed to take longer than 6 (six) months, including holidays and weekends, to complete.

The following penalty will be enforced if in breach of building completion time period took place:

19.2.1. By having their monthly Home Owners' Association levy multiply by 3 (three), per month after 3 (three) months (Total alteration / addition value R500 000 or less.

19.2.2. By having their monthly Home Owners' Association levy multiply by 6 (six), per month after 6 (six) months (Total alteration / addition value R500 000 or more).

19.3. Owners are obligated to establish and complete their gardens, to the required standard, within 3 months of the completion of the dwelling. If in breach the penalty will be as follow:

19.3.1. by having their monthly Home Owners' Association levy multiply by two (2) times.

19.4. Penalties as listed under points 19.1, 19.2 and 19.3 can run in conjunction if both are in breach.

20. IMPOSITION OF GENERAL PENALTIES

20.1. If the conduct of an owner or an occupier or his visitors constitutes a Nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Rule, the trustees may furnish the owner and occupier with a written notice, which in the discretion of the trustees, may be delivered by hand, e-mail or registered post.

20.2. In the notice, the particular conduct, which constitutes a nuisance or is considered to be detrimental to the wellbeing and/or safety of other owners / residents, must be adequately described, and/or the rule that has been contravened clearly indicated, and the offending owner/occupier must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the erf, and added to the owner's levy contribution which the owner is obliged to pay.

20.3. At the discretion of the trustees, the offending owner/occupier may be given a period of grace in which to comply with the rule, and/or to desist from his or her unacceptable conduct.

20.4. The amount of the initial penalty imposed, and subsequent penalties for every identical offence thereafter may be determined by a majority vote of the trustees at a trustee meeting from time to time.

20.5. In the event of a member disputing the fact that there has been a breach of a rule, a committee of not less than 3 (three) trustees appointed by the chairman shall adjudicate upon the issue in such manner and procedure (providing the natural justice shall be observed) as the chairman may direct, and the member shall be bound by the decision of the committee.

21. COMPLAINTS

21.1. All complaints must be submitted to the managing agent in writing.

22. DISCLAIMER

22.1. Neither the HOA its trustees, officers, employees or contractors nor their respective

agents shall be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part thereof and from whatsoever cause arising.

Revision: *Revised* at AGM2009:

Clause 18.1.1 changed from 6 to 2

Clause 18.1.2 changed from 7 to 4

Clause 18.1.3 changed from 8 to 6

Clause 18.2.1 changed from 4 to 2

Add clause 7.3 under penalties as clause 18.3 and 18.3.1

Revision: *Revised* at AGM 2010:

Clause 18.1 changed from 1 September 2011 to September 2013

Revision: *Revised* at Trustee meeting 2012:

Clause 7.1 & 7.2 - sidewalks Clause 21 added - complaints

Revision: *Revised* at AGM 2013:

Clause 18.1 changed from "to complete" to "have commenced"

Revision: Revised at Special AGM 2014

Amendments to Clause 8.2 - Trailers may be parked in the Owner's driveway or in an Owner's garage, subject to it being covered with the correct green cover. Trailers may not be parked in gardens or public spaces;

Addition of Clause 10.3.1 - Cats must wear a bell to protect Estate Fauna.

Addition of Clause 18.2.2 (now 19.2.2) - On written application to the Trustees, buildings that include a basement, may be granted written approval for a 12 (twelve) month completion time, including weekends and holidays.

Revision: *Revised* at Trustee meeting 2014:

Addition of Clause 18, and sub-subsequent amendment to numbers while keeping the disclaimer as the last clause (now 22)

Revision: added at trustee meeting 2014

Addition of Clause 19.1.5

Revision: Amended / Replacement Clause 19.1.5 (AGM May 2015)

Revision: Amended Clause 6.4 July 2015

Revision: Amended Clause 12.1, 12.2 and 12.3 (30 September 2015)

Revision: Addition of Clause 10.1.1 (5 October 2015)

Revision: Amendment Clause 16.5 (November 2015)

Revision: Amendment / Replacement Clause 20 (November 2015)

Revision: Amendment / Replacement Clause 9.4 (March 2016)

Revision: Addition Clause 16.7 (April 2016)

Revision: Addition Clause 11.4 (November 2017)

Revision: Amendment Clause 8.4 (June 2018)

Revision: Amendment / Replacement Clause 19.2 (July 2020)