

**CLARA ANNA FONTEIN**  
**PROPERTY OWNERS ASSOCIATION**

**ESTATE RULES**

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## A. INTRODUCTION

1 The Estate Rules have been established in terms of the Constitution of the Clara Anna Fontein Property Owners Association (CAF POA). The Trustees may from time to time amend or add to these Rules, as may be deemed necessary to ensure the happy and orderly co-existence of residents.

2 These Rules are binding on all residents of the Clara Anna Fontein ("the Estate"), as is any decision taken by the Trustees in the interpretation thereof. The registered owner of each property is responsible for ensuring that members of their families, their tenants, visitors, friends, employees and contractors abide by these Rules and co-owners of any erf shall be jointly and severally liable for the due performance of any obligation to the Association.

3 The main objective of the CAF POA is to provide a high-quality lifestyle for Members and/or their tenants, and the purpose of these Rules is to protect this lifestyle. Harmonious community living is achieved when Members use and enjoy their private property as well as the communal areas and amenities of the Estate, whilst generally considering all occupants of the Estate.

4 In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems cannot be resolved, the matter should be brought to the attention of the Trustees, or be referred for arbitration and settlement.

5 The Trustees may from time to time amend or add to the Estate Rules, as may be deemed necessary to ensure the happy and orderly co-existence of residents under authority of a special resolution from the CAF POA as prescribed by the CAF POA Constitution.

### 6 **Interpretation**

Words used in the Estate Rules, shall unless the context provide otherwise, have the meanings assigned to them as in terms of the Constitution of the Property Owners Association as amended from time to time.

## **B. GENERAL RULES**

### **1. MEMBERS AND COMMUNICATION**

- 1.1 All Members are required to provide the POA with a registered e-mail address and cell phone number, and an e-mail or SMS properly dispatched to such an address/number will be regarded as having been received twenty-four hours after dispatched unless the contrary has been proven.
- 1.2 Members are to notify the CAFPOA of changes in such address/numbers.
- 1.3 New Members and Tenants will receive a Digital Key to access the Clara Anna Fontein Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received twenty-four hours after dispatch unless the contrary has been proven.

### **2. DOMESTIC REFUSE**

- 2.1 All refuse shall be kept in suitable containers which shall not be visible from any road, except when placed in containers for the purpose of collection by the Local Authority or Waste Collection Contractors, provided that the Estate Manager may, from time to time, by notice in writing to all residents;
- 2.1.1 prescribe the type and size of refuse containers to be obtained and used;
- 2.1.2 provide directions regarding any place designated for refuse removal;
- 2.1.3 require the payment of a reasonable charge for the provision of such containers.
- 2.2 It shall be the duty of every resident to ensure that any direction given by the Estate Manager from time to time is observed and implemented.
- 2.3 Where, in the opinion of the Estate Manager, any refuse is of such a size and nature that it cannot be expediently removed by the Local Authority or by a Waste Collection Contractors, the Estate Manager shall give the resident wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 2.4 Suitable refuse containers may be provided (at a cost determined by the CAFPOA)

### **3. ALARM SYSTEMS**

- 3.1 Burglar alarms must be in a sound working condition and comply with any regulations which the CAFPOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment)
- 3.2 Armed response service providers are limited to the onsite security response team. Outside armed response will not be effective as they would have to go through an enrollment process each time they enter the estate

### **4. USING THE STREETS**

- 4.1 The streets of Clara Anna Fontein are private streets and are for the movement of all residents, whether by foot, bicycle, motorcycle, truck, delivery van or car.
- 4.2 Residents must be aware of pedestrians and of children playing in the streets, and should drive with extreme caution at all times.
- 4.3 Parents are responsible for ensuring the safety of their children at all times.
- 4.4 The speed limit within the Estate is 40km per hour.

- 4.5 Engine-powered vehicles may not to be driven anywhere except in the streets of the Estate. All Private Open Spaces are off-limits. Motorized vehicles shall be driven only by persons holding valid driver's licenses.
- 4.6 The use of motorcycles or other vehicles with noisy exhaust systems, apart from when entering and exiting the estate, is prohibited.
- 4.7 Complaints regarding motorized vehicles on Private Open Spaces should be directed to the CAF POA by completing the official complaint form and thus such complainant should be prepared to be identified, before a fine will be imposed on the transgressor.
- 4.8 Parking is prohibited on sidewalks and Private Open Spaces unless in designated parking areas.

## **5. TRAFFIC**

- 5.1 The movement and control of traffic and pedestrians are subject to these Estate Rules and such further directives as may be made by the Estate Manager with regard thereto.
- 5.2 Subject to consent being obtained from the Estate Manager, heavy vehicles are not permitted on Saturdays, Sundays and Public holidays, nor before 07h00 and after 16h00 on weekdays. Motorised vehicles shall be driven on roads only, and only by persons who hold a valid current international or South African driver's licenses.
- 5.3 Pedestrians, animals and bird shall at all times have the right of way on and about the Estate. Vehicles shall be brought to a stop wherever necessary.
- 5.4 The maximum speed limit within the Estate is 40km per hour, provided that lower speed limits may be imposed by the CAFPOA where this is deemed necessary.
- 5.5 The CAFPOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on the Estate. Failure by any person to obey such signage shall constitute a contravention of these Estate rules.
- 5.6 No person shall drive or ride any vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise, smoke and/or oil are prohibited.
- 5.7 The driving of vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the CAFPOA for that purpose.
- 5.8 The CAFPOA reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and pedestrian crossings, that they in their sole discretion deem necessary from time to time.
- 5.9 No person shall store, park or leave unattended any vehicle, except;
- 5.9.1 in a structure, compliant with all the provisions of the Architectural & Design guidelines in any area designated for such a purpose by the CAFPOA by means of appropriate signage.
- 5.9.2 Where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area
- 5.10 No trailers, caravans or boats shall be brought onto the Estate, except with the consent of and subject to, such conditions as may be prescribed by the CAFPOA from time to time.
- 5.11 Quad bikes may be stored under the conditions above but must not be ridden anywhere on the Estate if it is not duly licensed.
- 5.12 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.
- 5.13 Skate Boards, roller Blades or any related equipment may not be used in any Common Area or on any roads within the Estate.

## **6. COMMUNAL AREAS AND ENVIRONMENTAL ASPECTS**

- 6.1 The CAFPOA shall be entitled to control all aspects of the environment on or about the Estate, including but not limited to the management and control of fauna and flora on the Estate.
- 6.2 No person shall do anything or omit to do anything that may, in the opinion of the CAFPOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the Common Area by Members.
- 6.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the CAFPOA for that purpose. Fires may not be lit at any property other than in the properly constructed braais/fireplaces designed for that purpose or manufactured braais, including, but not limited, to a Weber braai.
- 6.4 No person shall (without the prior written authority of the CAFPOA) pick or plant any flowers or plants on or about the Communal Areas.
- 6.5 The CAFPOA shall be entitled to prohibit or restrict access to any part of the Estate, excluding the Erven, in order to preserve the natural fauna and flora.
- 6.6 Any form of hunting, fishing, the trapping of bird and animals. And the setting of snares, other than with the knowledge and approval of the relevant nature conservation authority and the CAFPOA, is strictly prohibited anywhere on the Estate.
- 6.7 No person shall anywhere on the Estate disturb, harm or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 6.8 No temporary structures (Tree houses) as defined by the National Building Regulations may be erected in the Communal Areas.
- 6.9 No swimming is allowed in the fishponds, lakes and / or any other water features on the Estate other than where duly approved signage indicates that such activities are allowed.

## **7. GYM, SPORTS & LEISURE CENTRE AND OTHER AMENITIES**

### **7.1 ACCESS**

- 7.1.1 The access to the gym and other amenities will only be granted to Members, Tenants and other Residents, provided the Member is in good standing as regarding levy payments and all CAFPOA requirements.
- 7.1.2 Access to any and/or all the amenities may be denied if levies and/or penalties are in arrears.

### **7.2 SPORTS & LEISURE CENTRE**

- 7.2.1 Access may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the CAFPOA
- 7.2.2 The Estate manager may at times do spot-checks on equipment and sportswear used to ensure safety, cleanliness and hygiene.
- 7.2.3 The Gym and the Pool will be closed between certain hours.

### **7.3 GYM**

- 7.3.1 Access to the Gym is free for all Members. This right is to be transferred to the Tenants, should Members property be let out.
- 7.3.2 Additional services rendered (e.g. Pilates) at the Gym may be chargeable.
- 7.3.3 In order to make use of the Gym any Member must comply with the terms and conditions in the CAF Gym Rules & Regulations.
- 7.3.4 The relevant indemnity documents must be signed by the Member.
- 7.3.5 In order to minimize the costs of operating the Gym professionally it may be opened up to paying non-residents. Such outside members are subject to strict rules and their numbers will be limited.

### **7.4 GYM POOL**

- 7.4.1 No persons under the age of 13 years old are allowed to use the pool without due supervision.

7.6.2 Swimmers must wear swim caps and appropriate swimwear.

7.4.3 The Gym Pool is a formal exercise pool and may only be used for swimming training, and not as a play area for children.

7.4.4 Please wear shoes to the pool and back.

## **7.5 SQUASH COURT**

7.5.1 Minors from the age of 12 and under are only allowed to play Squash under adult supervision.

7.5.2 Only proper Squash equipment (racquets and balls) may be used on the court.

7.5.3 Only Members and Residents along with their guests may make use of the Squash Courts.

7.5.4 The Member or Resident must always be present for his/her guest to be allowed to play.

7.5.5 Only clean, light-soled and non-marking squash shoes are allowed on the courts.

## **7.6 TENNIS COURTS**

7.6.1 Only Members and Residents along with their guests may use the Tennis Courts.

7.6.2 No activity other than Tennis may be conducted on the courts whatsoever.

7.6.3 Appropriate non-marking footwear must be worn on the Tennis courts at all times.

7.6.4 NO Skateboards, Rollerblades or similar devices are allowed on the Tennis Courts.

## **8. SYNDICATION MEMBERSHIP**

Syndication Membership both direct and indirect of an Erf or Property is at all times limited to 6 (six) natural persons.

## **9. ELECTRONIC EQUIPMENT**

The possession, membership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the Estate are prohibited.

## **10. ELECTRICITY AND WATER SUPPLY**

The CAFPOA owns and maintains the electricity and water supply infrastructure on the Estate and all Members must apply for their electricity and water connection directly from the CAFPOA, subject to all the terms and conditions determined by the CAFPOA. All faults must be reported to the CAFPOA.

The Members shall pay for the usage of electricity and water on a pre-paid basis. Electricity meters will therefore be installed at each Erf at a charge determined from time to time by the CAFPOA. Procedures, costs and all other aspects relating to the system utilized on the Estate shall be determined from time to time by the CAFPOA and communicated to Members.

10.1 The CAFPOA shall not be liable for damages, expenses or costs caused to Members and/or Residents for any interruption in supply.

10.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the Erf installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.

10.3 No person, other than a person specifically authorized thereto by the CAFPOA in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.

10.4 The CAFPOA may, without notice, disconnect any Erf temporarily for purposes of affecting repairs or carrying out test, or for any other legitimate purpose.

10.5 The Members shall pay for the usage of water on a pre-paid basis. Water meters will therefore be installed at each Erf at a charge determined from time to time by the CAFPOA. Procedures, costs and all other aspects relating to the system utilized on the Estate shall be determined from time to time by the CAFPOA and communicated to Members.



- 10.6 In order to effectively manage water resources, no borehole or well points may be erected on any Erf in the Estate, nor may any existing borehole be used for any purpose without written approval by the CAFPOA.
- 10.7 The CAFPOA shall take all reasonable steps to procure and maintain an adequate supply of water for Communal Areas but does not guarantee the same will always be maintained.
- 10.8 The CAFPOA shall not be liable for damages, expenses or costs caused to resident's due to flooding and/or excess storm water.

#### **11. ELECTRIC FENCING**

The Estate is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the Security Control Centre. The electric fence is open on the inside of the Estate and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the Estate must take note that the fence is live at all times, and Members hereby indemnify CAFPOA and hold it harmless against any and all claims in this regard.

#### **13. BUSINESS FROM HOME: COMMERCIAL ACTIVITIES**

- 13.1 The Estate Manager is entitled to regulate all commercial activities on or about the Estate. No application for any trading or similar licence may be made to conduct any commercial activity of any nature from any Erf without the prior written consent of the CAFPOA;
- 13.2 No Guest house, short term rental of less than 30 days, including but not limited to that of "Air BnB" and similar platforms, shall be allowed on any Property in the Estate, except if such a rental is directly related to the sale of the property and constituted as occupational rent until registration of the Property into the purchaser's name.
- 13.3 Business activity may be conducted from home, provided that prior written approval is obtained from the CAFPOA.
- 13.4 Applications to conduct such activity from home must be made in writing and the following particulars must be provided: –
- (1) The nature of the business activity;
  - (2) The percentage of the floor area of the dwelling used or to be used to conduct the business activity;
  - (3) The number of staff members employed or to be employed;
  - (4) The number of expected visits from outside Clara Anna Fontein per month from:
    - (a) customers/clients,
    - (b) suppliers of goods/services, and
    - (c) any other visits; and
  - (5) Any other details pertinent to the application.
- 13.5 Application to conduct business from home or any renewal thereof will be approved, provided that: -
- (1) security within the estate is not compromised;
  - (2) no door to door canvassing and/or selling is permitted;
  - (3) no unreasonable aggravation or nuisance to fellow residents is caused by the activity;
  - (4) the dominant use of the dwelling shall be for accommodation purposes and the business activity may not occupy more than twenty-five per cent (25%) of the floor area of the dwelling;
  - (5) no goods for sale may be publicly displayed;
  - (6) no advertising sign and/or logo and/or signage and/or notice and/or placard may be displayed;
  - (7) no advertisements or publicity material may be exhibited or distributed without the prior written consent of the CAF POA;

- (8) no more than five (5) persons, including the residents, may be engaged in the business activity;
- (9) on-site parking must be provided for employees' vehicles; and
- (10) the hours of operation may not extend beyond the hours of 07h00 to 18h00, Mondays to Fridays.

13.6 Non-compliance with the conditions and restrictions in Rule 2.3 will lead to the immediate withdrawal of the approval given by the CAF POA to allow the conduct of the business activity.

**14. GOOD NEIGHBOURLINESS**

14.1 Any hobby which, in the considered opinion of the Trustees, causes unreasonable aggravation or nuisance to fellow residents may be prohibited by the CAF POA.

14.2 Jumble / garage sales are prohibited.

14.3 The volume of music or electronic instruments, partying and the activities of employees should be kept at a generally acceptable noise level.

14.4 Mechanical maintenance, and the use of power-saws, lawn-mowers and the like, (electric mowers are preferred), may be undertaken only between the following hours:

Mondays - Fridays	:	May - August	07h30	-	18h00
	:	September - April	07h00	-	19h00
Saturdays	:		08h30	-	18h00
Sundays	:		10h00	-	13h00 & 16h00 - 18h00

14.5 No person shall discharge a firearm, air rifle, crossbow or any similar weapon anywhere inside the Estate, except in circumstances of self-defense.

14.6 Use or igniting of fireworks is strictly prohibited within the Estate.

14.7 No washing of any nature (including, but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other Erf.

14.8 No unauthorized persons are allowed on any Erf where building operations are under progress.

14.9 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the Estate Manager to other Members or Residents.

14.10 In order to maintain the low density residential nature of the Estate, no Member or Tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the Estate.

**15. ENSURING A PLEASING STREETScape**

15.1 The collective pride of the Estate depends on all Members contributing toward the creation and maintenance of a neat and pleasing streetscape.

15.2 Planting may not interfere with pedestrian traffic or obscure the vision of motorists.

15.3 Trees, plants and shrubs planted on Private Open Spaces, sidewalks and street verges may not be removed without consultation and the prior written approval of the Trustees or the Estate Manager.

15.4 Every Member is responsible to maintain the landscaping on the area between the road verge and the boundary of his property.

15.5 Where Members fail to maintain the landscaping as provided for in 15.4 above, the Trustees shall be entitled to call upon such Member to attend to the necessary maintenance failing which the Trustees shall be entitled to enter upon the property concerned and take such steps as may be necessary and recover the cost thereof from the Member concerned by means of a charge against such Member's levy account.

- 15.6 Trampolines, Jumping Castles, jungle gyms, dollhouses, kennels, motorized equipment, tools, engines and vehicle parts must be sited out of view of the street and sufficiently screened from neighbouring properties.
- 15.7 The parking of vehicles, boats, trailers and caravans in the street shall be permitted for periods of no longer than twenty-four (24) hours and thereafter these must be sited out of view of the street and sufficiently screened from neighbouring properties.
- 15.8 Building material may not be dumped on the sidewalks/street verges under any circumstances. Domestic refuse, garden refuse and refuse bags may not be placed on the sidewalk/street verge, unless they are to be removed within a period of 24 hours.
- 15.9 No vegetation on Private Open Spaces may be removed without the permission of the CAF POA.
- 15.10 Gardens must be kept neat and tidy at all times. Failure to comply with this Rule will result in the CAF POA appointing a contractor to undertake any required work, at the Member's expense.
- 15.11 No aerials or satellite dishes allowed

## **16. SELLING OF PROPERTY AND POST BOXES**

- 16.1 The CAF POA imposes certain Rules which must be followed by all Estate Agents working on properties within the Estate.
- 16.2 The seller and/or his accredited agent must ensure that the purchaser is informed about and receives a copy of the CAF POA Constitution and Estate Rules and any other administrative procedures applicable at the time. The CAF POA Estate Rules are available from the Estate Office at a price determined by the Trustees.
- 16.3 Purchasers moving into the Estate and Members or tenants moving out of the Estate must advise the Security office in advance of the name of their appointed removal contractor and the expected time of arrival. The Member or tenant is also required to advise the Security office once the removal truck is ready to leave the Estate.
- 16.4 A post box is allocated per property, as no street delivery service is available. The post boxes, indexed per ERF NUMBER, are situated at the gatehouse building. It should be noted that post boxes are not managed by the CAF POA, and all arrangements regarding the use of these boxes must be between the SA Post Office, the seller and the purchaser.

## **17. ACCREDITATION OF ESTATE AGENTS**

- 17.1 Only sales or letting agents that are duly accredited by the CAF POA will be allowed to work in the Estate.
- 17.2 An estate agent is accredited after signing an agreement with the CAF POA which binds such agent to comply with the stipulated procedures applicable to the sale and/or letting of property in the Estate.
- 17.3 Any Estate Agent wishing to be accredited may be required to provide written proof of his registration and good standing with the relevant authority.
- 17.4 Estate Agents must operate on a "by appointment" basis, and they must personally accompany prospective buyers or tenants onto the property.
- 17.5 No "show houses" or "open houses" are permitted within the Estate.
- 17.6 No "For Sale", "Sold", directional signs or any other marketing boards will be permitted within the Estate. Nor may any of these signs be erected on any property within the estate.
- 17.7 Accreditation of Estate Agents will have to be renewed from time to time as determined by the Trustees and may also be reviewed by the CAF POA from time to time. An updated list of accredited Estate Agents is available on request from the CAF POA.
- 17.8 Estate Agents who do not comply with the aforesaid rules, will not be allowed access to the Estate.

## **18. LETTING AND MANAGEMENT OF PROPERTY**

- 18.1 Only a CAF POA accredited Estate Agent may be appointed to attend to the letting and management of a property within the Estate.

- 18.2 The Member must notify the CAF POA, in advance and in writing on the prescribed form, of the accredited agent(s) appointed to attend to the letting and management of the Member's property.
- 18.3 The Member must notify the CAF POA, in advance and in writing on the prescribed form, of the names of all the tenant(s) and the period of the lease.
- 18.4 The Member and/or the accredited agent must ensure that the tenant is informed about and receives a copy of the CAF POA Estate Rules and any other administrative procedures applicable at the time.
- 18.5 Any concession granted to a Member by the CAF POA must be communicated to the tenant at the time of signing of the lease contract.
- 18.6 Tenants moving into the Estate and Members and tenants moving out of the Estate must advise the Security office in advance of the name of their appointed removal contractor and the expected time of arrival. The Member/tenant is also required to advise the Security office once the removal truck is ready to leave the Estate.

## **19. STANDBY GENERATOR SETS**

- 19.1 Should any Member of the CAF POA wish to use a standby generator set of a permanent or temporary nature at his place of residence, written application, together with the house site plans, must be made to the CAF POA through the Estate Office prior to the commencement of the installation, stating -
- (1) full reasons for the generator set;
  - (2) the KVA rating of the generator selected;
  - (3) that, in the event that the generator is to be connected to the electrical distribution board, it has been selected in accordance with the incoming supply, namely, (single phase or three phase);
  - (4) the means proposed to house any permanent installation which is to be connected to the electrical distribution board;
  - (5) the steps proposed to sound proof the installation whether it be of a permanent or temporary nature;
  - (6) that the installation will only be used in the event of a power failure; and
  - (7) all testing of the generator set shall take place only during the hours of 08h00 to 17h30 Mondays to Fridays or 08h00 to 13h00 on Saturdays.
- 19.2 The position of the proposed (a) housing or (b) temporary installation is to be clearly indicated on the house site plans and must be established after taking into consideration the effect of noise and exhaust pollution to surrounding neighbours.
- 19.3 An inspection in terms of the CAF POA Architectural Rules of the proposed installation site will be carried out by a member of CAF POA Estate management before approval of the installation will be granted.
- 19.4.1 Should the installation be of a permanent nature the CAF POA Architectural Rules shall apply.

## **20. WATER CATCHMENT TANKS (for detail refer to CAF Design guidelines)**

Water catchment tanks, manufactured from any material other than asbestos cement, may be installed, provided such tanks are installed underground or as part of the structure of the dwelling, and provided that they are not visible from the street. Refer to design Guidelines

## **21. PETS**

- 21.1 Members and their tenants, except those Members and Tenants residing in the Estate portion known as the Village, or Townhouses shall not be entitled to keep more than two dogs and two cats on his/her Property without the written approval of the Trustees of the CAF POA, subject to the condition contained in clause 21.4 here below.
- 21.2 Members and their Tenants residing in the Estate portion known as the Village, or Townhouses shall not be allowed to keep more than one dog and one cat, or two of the same animal, to a maximum of two pets on his/her property without the written approval of the Trustees of the CAFPOA, subject to the condition contained in clause 21.4 here below.

- 21.3 The Local Authority by-laws relating to pets will be strictly enforced.
- 21.4 No poultry, pigeons, aviaries, apiaries, reptiles, wild animals or livestock may be kept in the Estate by Members or Occupants unless with the prior written approval of the Trustees of the CAF POA.
- 21.5 No pets are permitted to roam the Estate. Pets are only allowed outside the erf perimeter under direct supervision and must be walked on a leash at all times. Unleashed pets and pets roaming the Estate will be considered "problem pets" in terms of these rules.
- 21.6 Should the excrement of any pet be deposited on any open space or garden area, the immediate removal thereof is the sole responsibility of the owner of the pet.
- 21.7 To assist in the identification of roaming pets, every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Owners of cats are encouraged to have their cat fitted with a collar that contains a bell in order to prevent the cat from depleting the bird population.
- 21.8 Complaints regarding problem pets: -
- 21.8.1 Complainants are required to complete the Official Pet Complaint Form and thus be prepared to be identified, before any communication will be addressed to the owner of an offending pet.
- 21.8.2 A letter, accompanied by a copy of the complaint form, will be addressed to the owner of the pet. The owner will be granted two (2) days to respond in writing to the CAF POA on the allegation(s). A Committee (one Trustee and a member of the Estate Management) will consider the complaint and the owner's response, and will within two (2) working days after the receipt of such response, inform the owner of its decision.
- 21.9 The Committee is empowered to (i) dismiss the complaint, (ii) to issue a warning letter, (iii) to impose a fine, or (iv) to direct that the pet should be removed from the Estate.
- 21.10 Should the pet owner be dissatisfied with the Committee's decision, he may apply in writing for the matter to be taken to arbitration.
- 21.11 In exceptional circumstances, where pets become a nuisance to other Estate occupants or threaten to become a nuisance to other Estate occupants (e.g. pets which have attacked humans or animals - irrespective of injury or pets which display aggressive behaviour, etc.), the Estate Management may issue direct instructions for the removal of such pets from the Estate. A written instruction will be delivered to the owner of the pet, and the owner will be granted two (2) working days to submit reasons why this CAF POA decision should not be made final. The abovementioned Committee will consider the owner's response and will reply in writing within two (2) working days to such representations. Should the pet owner be dissatisfied with the Committee's decision, such owner may apply in writing, and within two (2) working days, for the matter to be taken to arbitration.

## **22. LEVIES AND ADMINISTRATION**

- 22.1 All levies are due and payable in advance on or before the 7th day of each month.
- 22.2 A penalty may be imposed for the late payment of levy accounts. Levies are only considered paid on the date that such amount reflects in the bank account of the CAF POA.
- 22.3 Interest as determined by the Trustees will be raised on all overdue accounts.
- 22.4 Unless otherwise decided by the Trustees, any levy account that is overdue for more than 21 days will automatically be handed over for legal process. Members may under no circumstances withhold the payment of levies pending a dispute regarding any issue with the CAF POA.
- 22.5 Should the need arise, the CAF POA may impose a special levy to cover extra-ordinary legal costs.
- 22.6 The Trustees have the right to fine transgressors should any of the Rules be transgressed. Such fines will be debited to the levy account and be payable immediately.
- 22.7 Access to all sport and lifestyle facilities may be denied when a Member is in arrear in respect of any levies or accounts payable to the CAFPOA.

## **23. COMPLAINTS REGISTER**

- 23.1 Complaints of Members or tenants will be recorded, in reference number order in the Estate Office. All complainants should be prepared to furnish their names, addresses and telephone numbers before a complaint will be attended to.
- 23.2 Full details of a complaint will be referred to the Estate Manager for appropriate investigation and action. Information regarding the complaint, as well as notes describing the manner in which the matter was resolved, will be kept on file in the Estate Office.
- 23.3 The CAF POA is not prevented by this Rule from taking action on its own initiative, if evidence of unacceptable conduct should come to its attention from any source including written and verbal complaints.

#### **24. ENFORCEMENT OF ESTATE RULES**

- 24.1 For the purpose of the enforcement of any of the Estate Rules, the Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of the Estate rules of which a resident and/or Member may be guilty, and the CAFPOA may take such action, including court proceedings, as it may deem fit.
- 24.2 In the event of any Member disputing the fact that he/she has committed a breach of any of the Estate Rules, a committee of 3 (three) trustees appointed by the Chairman for that purpose, shall adjudicate upon the issue at such a time and in such a manner and according to such procedure as the Chairman may direct.
- 24.3 Notwithstanding the foregoing, the Trustees may in the name of the CAFPOA enforce the provisions of any Estate Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

#### **25. OTHER GENERAL ESTATE RULES**

- 25.1 The CAFPOA shall have control of the use of all recreational and entertainment facilities and all other amenities on the Common Area of the Estate and the Trustees shall have the right to levy charges for the use thereof.
- 25.2 In general, where no specific Estate Rules have applicability, the Trustees reserve the right for the Estate Manager to make Estate Rules from time to time that he/she may deem necessary subject to the approval of the Trustees.
- 25.3 The Trustees reserves the right to amend these Estate Rules from time to time in such a manner as deemed necessary.
- 25.4 The Estate Manager will publish any changes in the Estate Rules on the CAF website.
- 25.5 Vandalism;
- 25.5.1 The CAFPOA have a zero-tolerance approach to vandalism (damage) of property.
- 25.5.2 The following action will be taken against the perpetrators of any such acts;
- 25.5.2.1 All damages will be restored at the perpetrator's or his/her parents' expense in case of a minor;
- 25.5.2.2 Should damage be caused to the property of a Member within the Estate, the CAFPOA will provide the Member with all the information at its disposal with regards to such damage.
- 25.5.2.3 Any legal action will then be at the discretion of the Member.

## **C. BUILDING RULES**

(for detail refer to Contractors Rules & Regulations)

### **26. BUILDING/WORKS DEPOSIT**

- 26.1 A building deposit in an amount to be determined by the CAPOA from time to time, payable to the CAF POA, is to be submitted with all building plans. This deposit amount will be subject to review from time to time at the discretion of the CAF POA. The CAF POA has the right to demand a higher deposit from a Member in circumstances which justify such higher deposit.
- 26.2 A works deposit in an amount to be determined by the CAPOA from time to time, payable to the CAF POA, is to be paid prior to the commencement of any operation (other than operations covered by sub-paragraph 12.1 which will create rubble or will necessitate the storage of building or other material. This deposit will be subject to review from time to time at the discretion of the CAF POA. The CAF POA shall be entitled to demand a higher deposit from a Member in circumstances which justify such higher deposit.
- 26.3 In exceptional circumstances, where written permission is granted for any Member to use part of a Private Open Space, the building deposit payable by the Member will be increased in an amount to be determined by the CAPOA from time to time or more, dependent on the circumstances.
- 26.4 The deposit will be refunded, without interest, once a request for a refund is received on the prescribed form, and the following has been complied with: -
- 26.4.1 all construction work has been completed;
  - 26.4.2 all building material, equipment and rubble have been removed from the building site, adjacent or nearby vacant erven, surrounding areas, Private Open Spaces, and from the Estate;
  - 26.4.3 all walkways and sidewalks/street verges have been cleared of builder's sand, rubble, paint, and excavated soil;
  - 26.4.4 damage to any road surface, storm water catch pits and curbstones has been repaired to the satisfaction of the Local Authority;
  - 26.4.5 the Building Inspector of the Local Authority has approved the building operations; and
  - 26.4.6 the requirements of the Local Authority regarding the Electrical Compliance Certificate, Plumbing Certificate, Civil Structural Engineer's Certificate (where applicable), and Roof Certificate, are complied with.
- 26.5 Any cost to the CAF POA for the removal of any loose building material, building rubble or for the repair or replacement of any damaged paving, landscaping, walling, fencing, street lighting, street names, notices, or any part of the communal area of the Estate will be for the account of the Member concerned and may be deducted from the building or works deposit.
- 26.6 The building and works deposits will prescribe after a period of three (3) years from the date of payment, after which period the deposit will be forfeited to the CAFPOA

### **27. BUILDING COMMENCEMENT AND COMPLETION**

- 27.1 The Architectural Rules and Guidelines will be strictly enforced and all building plans have to be approved and signed off by the Estate Architect before lodgment at the municipality for approval.
- 27.2 No building work, site leveling or excavation work may commence prior to the lodgment at the office of the CAF POA of the building plans duly approved by the Estate Architect and the City of Cape Town.
- 27.3 Any building work, site leveling, excavation or any civil engineering ground work of any nature to be undertaken on any property, shall proceed in accordance with the approved plans and may only commence with the written permission of the Estate Manager.

- 27.4 Such leveling, excavation or civil engineering ground work shall not encroach closer than 2,000 mm to the foundations of any adjacent boundary wall.
- 27.5 Once the building work, site leveling, excavation or any civil engineering ground work has commenced, the dwelling shall be completed, both internally and externally as per the approved plans, within twelve (12) months of the date of commencement as indicated on the Annexure 9 form.
- 27.6 Notwithstanding the fact that an occupancy certificate has been issued by the Building Inspector of the Local Authority, the requirements of all the Estate Rules must be complied with before the Estate Manager will be able to issue a completion certificate.

**28. BUILDING WORK AND CONTRACTOR ACTIVITY (for detail refer to CAF Contractors Rules & Regulations)**

- 28.1 The CAF POA Trustees have adopted certain Rules relating to building contractor activity within the Estate. The primary aim of these Rules is to ensure that all building activity within the Estate occurs with the least possible disruption to residents. It is the responsibility of the Members to ensure that their building contractors are fully informed of these Estate Rules and that they are strictly complied with.
- 28.2 The CAF POA reserves the right, at any time and with no prior notice, to suspend building activity for contravention of any Estate Rule, or in instances where undesirable conduct is established in terms hereof.
- 28.3 The appointment of building contractors is subject to such contractor being accredited by the CAF POA. A contractor is accredited after signing an agreement with the CAF POA which binds such contractor to comply with the stipulated procedures applicable to contractor activities. Only contractors registered with the Master Builders' Association will receive accreditation from the CAF POA and will be allowed access to the Estate.
- 28.4 Every building contractor shall be required to abide by the Rules, the architectural guidelines and any other rules made by the CAF POA regulating the conduct of building contractors from time to time and to sign such prescribed undertakings as may be determined by the CAF POA with regard thereto. A building contractor will not be allowed to undertake any building work on the estate until such time as the undertakings referred to in this clause have been given.
- 28.5 Any building contractor who fails to sign any such prescribed undertaking and/or fails to comply with the provisions thereof may be denied access to the estate.
- 28.6 The contractor must provide toilet facilities on site before construction of any nature commences.
- 28.7 Contractor activity is permitted during the following hours: -
- 28.7.1 Monday to Friday: 07h00 to 18h00;
  - 28.7.2 Saturdays 08h00 to 14h00; and
  - 28.7.3 No building or contractor activities will be permitted on Sundays, public holidays or builders' holidays.
- 28.8 No contractor or worker is permitted to use any part of a Private Open Space for any purpose whatsoever without the written permission of the CAF POA. Permission to use any part of a Private Open Space will, as a rule, not be granted. Only in very exceptional circumstances will permission be granted subject to: -
- (1) A formal written request being received in which the need to use the Private Open Space is fully motivated.
  - (2) A specific area being demarcated for the purpose.



(3) Permission must be in writing and will only be granted for the shortest possible period, not exceeding two months, subject to the payment of the relevant additional deposit.

- 28.9 The contractor will not be permitted to employ his/her own watchman or security for any site.
- 28.10 All building sites must be manned by a foreman to ensure that staff are under supervision at all times. No employees may leave the building site, or leave the Estate on foot, unless accompanied by the appointed foreman, the building contractor or the Member.
- 28.11 The contractor must provide facilities for rubble and refuse disposal and ensure that workers use the facilities provided. Rubble / refuse must be removed on a weekly basis and may not be burnt on site.
- 28.12 The sites are to be kept clean of building rubble and refuse, with regular cleaning taking place during building operations. All street frontages must be kept clear of rubble and refuse at all times.
- 28.13 Building materials must be off-loaded onto the site. It remains the Member's and contractor's responsibility to ensure that the road is kept clean at all times.
- 28.14 Deliveries from suppliers must be scheduled during normal working hours only.
- 28.15 Only builder's boards approved by the Estate Management will be permitted. Such boards must be neatly painted and must be fixed in such a way that they cannot be blown over by wind or knocked over by workers. Such boards must be placed in a position so as not to interfere in any way with traffic lines of sight. No boards of suppliers and/or sub-contractors are permitted.
- 28.16 The Member is ultimately responsible for the actions of his contractors and will be held responsible for damage to curbs and/or plants on the sidewalks/street verges and/or damage to private or Estate property.

## **D ENVIRONMENTAL RULES & FIRE RESPONSE**

### **29. ENVIRONMENTAL RULES**

- 29.1 The dumping of rubble, refuse or building material on any Private Open Space, parkland, dam or street is strictly prohibited.
- 29.2 All fauna and flora are protected in the Estate. No fauna may be released into the Estate without prior written consent of the CAF POA.
- 29.3 Members must ensure that declared noxious flora is not planted or allowed to grow in their gardens.
- 29.4 Swimming-pool water may not be emptied onto vacant erven or open spaces, but must be channeled into the storm-water system.
- 29.5 Vacant erven must be cleared at least once every 2 months, to the satisfaction of the CAF POA. Failure to comply with this Rule will result in the CAF POA appointing a contractor to undertake the required work without notice to the Member, at the Member's expense.
- 29.6 Residents' use of the parklands, children's play parks, other open spaces and dams is entirely at their own risk at all times.
- 29.7 Fishing, boating and swimming are prohibited on the dams.
- 29.8 Fire Prevention: -
  - 29.8.1 No materials may be burned anywhere in Clara Anna Fontein Estate;
  - 29.8.2 Dead and waste plant material must be removed from the site to reduce fuel load.
  - 29.8.3 Erven should be kept clean from dry, overgrown grass and weeds
  - 29.8.4 No fireworks will be allowed on Clara Anna Fontein Estate.

### **30. FIRE RESPONSE**

- 30.1 All members must familiarize himself/herself with the position of the fire hydrants/extinguishers in the Estate as well as in the Lifestyle Centre. A list indicating the position of this equipment and a map indicating the location of fire hydrants are available on the notice board in the Lifestyle Centre.
- 30.2 In the case of a fire occurring on site or in the Nature Reserve, the following actions are to be taken immediately: -
  - 30.2.1 contact the Estate Manager or the chairman of the POA;
  - 30.2.2 contact the relevant general emergency number from landlines or through the emergency number of your cell phone provider; and
  - 30.2.3 warn neighbours of potential danger.

## **E. SECURITY**

### **31. GENERAL**

- 31.1 The security of the Estate is of paramount importance. All members, their families, tenants, boarders, visitors, friends, employees and contractors must adhere strictly to the CAF POA security procedures.
- 31.2 The perimeter security and access control systems serve as deterrent and detection functions and are not guaranteed to prevent a determined attempt at intrusion into the Estate. All residents are expected to be vigilant to safeguard the overall security.
- 31.3 The security company contracted to undertake the access/exit control and Estate security is the contracted agent of the CAF POA, and not of the individual Members or residents. No Member or resident may issue an instruction to security employees. All queries are to be addressed to the Estate Management.
- 31.4 Verbal or physical abuse of security employees, a lack of co-operation or non-compliance with any valid instruction will not be tolerated. Fines will be imposed and/or legal proceedings may be instituted against transgressors at the discretion of the CAF POA. In addition, the security company may institute independent action.
- 31.5 No domestic worker / gardener who is not in possession of a permanent / temporary worker's permit may be left unsupervised. The responsibility for the actions and behaviour of employees/ worker / gardener, whether temporary or permanent, remains that of the Member.

### **32. ACCESS CONTROL**

- 32.1 As an integral part of overall security, the CAF POA is responsible for regulating access to the Estate. There is a significant cost attached to operating and maintaining a secure access control system
- 32.2 The CAF POA reserves the right to suspend the biometric or other automatic access system of a Member or Resident's should the Member be in arrears with CAF POA levies or any other monies owing to the CAFPOA. Such a Member will have to sign in manually using the applicable procedure for Visitors of the Estate. This Rule will apply to any additional vehicle access required by individual residing or working at the relevant property.
- 32.3 The Member is responsible for all vehicle access upon his or his tenants' application. Access to the biometric or other automatic access system may be suspended at the discretion of the CAFPOA Trustees, should the member transgress any CAFPOA Rule or in any way jeopardise the integrity of the security system and/or the security of the CAF Community. Such a transgressor will have to sign in manually using the applicable procedure for Visitors of the Estate
- 32.4 The CAF POA and its Security Contractor will monitor and control access to the Estate.
- 32.5 Each person entitled to a vehicle access must complete the required documentation and pay any relevant fee.
- 32.6 No persons, other than those provided for in these Rules, shall be entitled to access except by special dispensation to be considered by a person or panel, appointed by the Trustees.
- 32.7 Members and/or Residents moving from one address within the Estate to another address within the Estate, must inform the Estate Manager within a reasonable time, of their new address, in order to ensure that access to the Estate is not denied.
- 32.8 All Members, their resident families, Tenants, Boarders, employees and Contractors working on the Estate, must be enrolled on the access system in order to have access to the Estate.
- 32.9 Only persons authorised to reside and/or work on the Member's premises, shall be entitled to be enrolled onto this system.
- 32.10 The security of the Estate is dependent upon management being able to identify persons and vehicles entering and leaving the Estate. Circumventing access procedures compromises security.

### **33. PROCEDURES**

- 33.1 Members or residents making use of motorised vehicles may enter the Estate via the Residents' Lane by means of a number plate recognition system and by using the biometric fingerprint system.
- 33.2 Members or Residents may also gain access to the Estate through the Visitors Lane should circumstances require them to do so.
- 33.3 Access control will be managed and controlled by utilising the following systems:

- 33.3.1 Number Plate Recognition (NPR camera);
- 33.3.2 Biometric Fingerprint identification;
- 33.3.3 Booms, Spikes and Gates
- 33.4 There will be a facility to pre-arrange entrance for Visitors and Contractors by providing them with a unique One-Time-Pin (OTP) code on their cell phone, which must be presented/entered at the Visitors or Contractors entrance. By entering the OTP Code at the entrance gate, Visitors and Contractors agree to be bound by and to adhere to the CAFPOA Rules & Regulations and Constitution.
- 33.5 All Residents shall make use of the OTP guest enrolment system to allow their visitors access to the Estate. If a resident did not generate a OTP Code for their visitor to enter the Estate, the Security Guard will endeavour to obtain authority from the relevant Resident by phone to admit the person concerned to the Estate. It will be the responsibility of the Member/Resident to register on the guest enrolment system. If such authority is not obtained by the security officer, he/she will be entitled to refuse the person concerned access to the Estate.
- 33.6 Visitors and contractors are required to produce valid identification, declare the purpose of their visit, name the resident and/or the address they wish to visit, and complete the required visitors' access procedure.
- 33.7 The vehicle and driver's license of the Visitor and/or Contractor will be scanned before the Security officer shall grant access to such persons wishing to access the Estate.
- 33.8 Pedestrian Visitors and/or Contractors wishing to access the Estate without a motorised vehicle must be registered at the Security Control Centre, where their fingerprints shall be recorded in order to be granted access into the Estate.
- 33.9 In due compliance of aforesaid by the Visitors and/or Contractors, and upon approval of the Security Office, they will be able to access the Estate by utilising the biometric fingerprint system.
- 33.10 Should a visitor or Contractor not be able to record their fingerprint onto the biometric system, an alternative means as determined by the CAFPOA from time to time, will be employed, provided that all other requirements in terms of access to the Estate has been complied with and the Security Office is satisfied as to such a person's access.
- 33.11 Tailgating to gain access to or exit from the Estate is regarded as a serious transgression and could lead to the imposition of fines and/or the deactivation of any vehicle access card issued to the transgressor.
- 33.12 Residents expecting visitors to arrive after 22h00 should make appropriate arrangements with the security staff. In the event of security staff not being notified of an arrival expected after 22h00, the resident will be contacted telephonically in order to confirm acceptance of the visitor.
- 33.13 Contractors will be granted access to work in the Estate only on the days and times stipulated in these Rules. In the event that emergency repair work is required outside of permitted contractors' working hours, contractors will be permitted to enter the Estate after the security staff has verified the emergency.
- 33.14 Members and Tenants are responsible for the actions and behaviour of their employees. Employees of Clara Anna Fontein residents who enter the Estate on foot or by bicycle, e.g. domestic workers and gardeners are required to enter and leave the Estate through the pedestrian turnstile, and will be granted access to the Estate only if they are in possession of a permanent Workers' Permit issued by the CAF Security Office, or a temporary Workers' Permit issued by the CAF Security Office. If the employee is not in possession of the required permit, the employer will be required to fetch the employee from outside of the Estate entrance and accompany the worker out of the Estate at the end of the working day.
- 33.15 Pedestrians that are not residents of the Estate and are not in possession of the required permit, nor in the employ of a resident, will be denied access to the Estate.
- 34. SPECIAL DISPENSATIONS: All other Residents and Non-Resident employees**
- 34.1 Written application in this respect, fully motivated, must be made by the Member or registered Tenant and submitted to the Estate Office for consideration by person or panel appointed by the Trustees.
- 34.2 If granted, access to the Estate will be allowed under such conditions as are determined in respect of each application.
- 34.3 Access granted as a result of such application will be valid for a maximum period of twelve months from the month of issues, after which the Member or registered Tenant must apply in writing to the Estate Office for the validity of the access to be extended for a further maximum period of twelve months.

**35. ISSUE OF WORKERS' ACCESS PERMITS**

Application in this respect must be made by the Member or registered Tenant.

**36. VISITORS, DOMESTIC WORKERS AND LABOURERS (ALL EMPLOYEES)**

- 36.1 The right of admission to the Estate shall be under the control of the CAFPOA that may on any reasonable grounds deny any person/s access to the Estate.
- 36.2 Domestic Workers and Labourers are obliged to abide by these Estate Rules & Regulations and the Constitution. Members and/or Tenants are obliged to familiarize their employees with these Estate Rules & Regulations and the Constitution, and to ensure that they are aware of all the provisions.
- 36.3 Members and/or Tenants are required to notify the CAFPOA of and to provide full details of any employees that reside on the Estate.
- 36.4 Workers are not allowed to walk on the Estate outside of the Erven which is their designated workplace. The Member and/or Resident must pick them up or arrange appropriate transport.
- 36.5 If the Security Officer on duty has no record of the arrival of any employees, the Security Officer may (but will not be obliged to) endeavor to obtain authority from the relevant Member and/or Resident to admit the employee concerned to the Estate. If such authority is not obtained, the Security Officer will be entitled to refuse such a Employee access to the Estate. Members and /or Residents shall, at their own costs, ensure that all Employees wear clean and presentable clothing within the Estate.
- 36.6 All employees shall be required to carry valid identification with them whilst they are on the Estate at all times.
- 36.7 Members and/or Residents must ensure that none of their Employees behave or engage in conduct unbefitting the high standard of the Estate; and/or engage in strikes or other labour action on or about the Estate. It being recorded that the CAFPOA and/or the Estate manager shall be entitled to procure compliance with the aforesaid in their discretion and any costs associated therewith shall be for the account of such a Member and/or Resident.
- 36.7 Employees may only reside (live-in) within the Estate with written permission of the CAFPOA. The maximum number of employees that may reside on a property, with written permission from the CAFPO, is 2 (two). Family members or friends of employees are not allowed to overnight.

**37. PERIMETER FENCE**

- 37.1 The perimeter security consists of a high security electrified fence with CCTV cameras.
- 37.2 The CCTV cameras are day/night cameras with build-in infrared, self-learning analytics as well as audio capabilities.
- 37.3 All the security systems will be integrated and will automatically activate an alarm when any exception occurs on the system.
- 37.4 All the security systems will be coupled to an operational enterprise management system which will enable the capturing of all incidents as well as exceptions.

**38. TELEPHONE SYSTEM (PABX)**

- 38.1 Each property may also be connected by a communication system, whether such a system be a landline telephone or other communication system to the Security Control Centre at the main entrance to enable the Security or the Residents to communicate with each other, especially in the regards to Visitors seeking access to the Estate.
- 38.2 The PABX system will also allow Members and/or Residents to inform the Security Control of service providers, Deliveries and to report any incident on the Estate.

## F. PENALTIES, FINES AND STOP WORK ORDERS

### 39. GENERAL

39.1 If an owner or occupier of a unit or visitors: -

39.1.1 behaves in a manner which in the opinion of the Trustees constitutes a nuisance; or

39.1.2 contravenes, breaches, disobeys or disregards any of the Rules of the Estate;

the Trustees may furnish the owner or occupier with a written notice delivered in such manner as the Trustees may deem appropriate which notice shall describe the nuisance or contravention and a warning that if such conduct or contravention persists, a fine will be imposed by means of an additional levy raised against the account of the owner. All fines so imposed will have to be paid in full prior to the issuing of any consent to transfer which will be required for Deeds Office purposes.

39.2 If the Member or occupier persists in that particular conduct or in the contravention of that particular rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.

39.3 A written notice by which a Member or occupier is informed of the purpose of the meeting and invited to attend, must be sent to the Member and occupier (if applicable) at least 7 (seven) days before the meeting is held. At the meeting, the Member or occupier (if applicable) must be given the opportunity to present his/her case, but except insofar as may be permitted by the chairperson, he/she may not participate in the affairs of or voting at the meeting.

39.4 After the Member or occupier has been given the opportunity to present his/her case, the Trustees may, by way of a majority vote of the Trustees present at the properly constituted meeting, impose upon the Member an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.

39.5 The Trustees may, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from offence to offence. In the absence of such a determination, a maximum penalty of three times the monthly levy may be imposed as an initial penalty and a further maximum penalty of five times the monthly levy may be imposed as a subsequent penalty.

39.6 Any fine imposed in terms of sub-rule (5), may if it is not paid within 14 (fourteen) days after the Member has been notified of the imposition of the fine, be added to the Member's levy account and claimed and recovered as part of the monthly levy payable by the Member, subject to interest at the rate applicable to levies, and subject to the recovery of attorney and own client costs and expenses in the case that this must be handed over to attorneys for collection.

39.7 Notwithstanding the provisions of the above rules, the Trustees may in suitable circumstances apply to a Court having jurisdiction, for an order or interdict if a Member or occupier contravenes, breaches, disobeys or disregards these Rules.

39.8 Members are responsible for ensuring that members of their families, their tenants, visitors, friends, employees and contractors abide by these Rules. In the event of a family member, tenant, visitor, friend, employee or contractor of a Member being found to be in breach of any Estate Rule, which results in the imposition of a fine, the Member will be held responsible.

39.9 Stop Work Orders for Suspension of Building Activities:

39.9.1 A Stop Work Order will be issued by the CAF POA should any contractor be found to be in contravention of the Estate Rules, or to be deviating from the approved plans.

39.9.2 A Stop Work Order will be issued by the CAF POA should any contractor, without having obtained prior written permission, be found to be using any part of a Private Open Space, or crossing it with a vehicle.

39.9.3 If a Stop Work Order is issued, the Building/Works Deposit being held by the CAF POA will be forfeited to the extent of the cost of reinstatement of the damaged area.

39.9.4 Work will be permitted to resume only after receipt by the CAF POA of an additional deposit, as stipulated by the Building & Architectural Committee, and/or the reinstatement of the damaged area to the satisfaction of both the Building & Architectural and the Environmental Committees.

## G. ARBITRATION

### 40. GENERAL

- 40.1 Any dispute, question or difference arising at any time between member or between members and trustees out of or in regard to:
- 40.1.1 any matters arising out of this constitution; or
  - 40.1.2 the rights and duties of any of the parties mentioned in this constitution; or
  - 40.1.3 the interpretation of this constitution,
- Shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.
- 40.2 Arbitration shall be held in Cape Town informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time) it being intended that if possible it shall be held and concluded within 21 business days after it has been demanded.
- 40.3 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:
- 40.3.1 primarily an accounting matter – an independent accountant;
  - 40.3.2 primarily a legal matter – a practising counsel or attorney of not less than 10 years standing;
  - 40.3.3 any other matter – an independent and suitably qualified person appointed by the auditors; as may be agreed upon between the parties to the dispute.
- 40.4 If agreement cannot be reached on whether the question in dispute falls under clauses 40.3.1, 40.3.2 or 40.3.3 or upon a particular arbitrator in terms of clause 40.3.3, within 3 business days after the arbitration has been demanded, then:
- 40.4.1 the President for the time being of the Law Society of the Cape of Good Hope or its successor/s shall determine whether the question in dispute falls under clauses 40.3.1, 40.3.2 or 40.3.3; or
  - 40.4.2 the President for the time being of the Law Society of the Cape of Good Hope shall nominate the arbitrator in terms of clause 3.1 within 7 business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 21 business days referred to in clause 40.2 above.
- 40.5 The arbitrator shall make his award within 7 days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 40.6 The decision of the arbitrator shall be final and binding and may be made an order of the Cape Provincial Division of the High Court of South Africa or its successor/s upon the application of any party to the arbitration.
- 40.7 Notwithstanding anything to the contrary contained in clauses 1. to 6. above (both inclusive), the trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.