

MONTE CHRISTO ECO-ESTATE

MANUAL OF RULES

FOR OWNERS AND RESIDENTS

Issued : 28 March 2011

1. INTRODUCTION

The reason for the rules and regulations contained in this Manual for Community Participation is to ensure a high quality lifestyle and security for the owners and residents of Monte Christo Eco Estate.

The rules shall always be interpreted not to conflict with the Constitution and Architectural manual of the Monte Christo Eco Estate.

2. DEFINITIONS AND INTERPRETATIONS

The headings to the clauses in the Manual are for convenience and reference purposes and shall not be taken into account in the interpretation of the conditions of this Manual or the amendment or strengthening of any clause thereof. Unless the opposite otherwise indicates, words importing any one gender shall include the other gender. This includes the singular, plural and vice versa and shall also include natural persons as well as created entities (with or without legal personality) and vice versa.

The following terms will have the meaning which has according to this been assigned to it and corresponding expressions will have corresponding meaning such as:

2.1.1 "Alienate" means any **Erf** of part thereof whether by way of sale, exchange, donation, deed in terms of intestacy will cession, Act, will renouncement of will, transfer, court order for insolvency, change in shareholding of a company or alienation of membership in a closed corporation whether such an alienation is subject to a suspensive or resolutive condition. Alienation shall have a corresponding meaning.

2.1.2 "Association" means the Monte Christo Eco – Estate Association

2.1.3 "Aesthetic Committee" means a subcommittee established in terms of Clause 8.2.8 of the Constitution.

2.1.4 "Architectural manual" also means "Architectural Guidelines" which means the guidelines within which development on the Eco-Estate portion may take place.

2.1.5 "The Committee" means the Committee established in terms of Clause 6 of the Constitution.

- 2.1.6 "**Common Property**" means any part of the **Estate** which is not an **Erf**, including all the communal open space, roads, parks, main entrance, sidewalk and property registered in the name of the Association.
- 2.1.7 The "**Constitution**" means the Monte Christo Eco-Estate Constitution
- 2.1.8 "**Erf**" means any residential or group housing/townhouse erf registered at the Deeds Office in Cape Town according to the stipulations of the registration of the Deeds Act, No 47 of 1973, as amended, by virtue of the town establishment and any **Erf** that may result from the subdivision of the **Estate's** land, including consolidated erven and a **Portion**.
- 2.1.9 "**Estate**" means the township development of Monte Christo Eco – Estate as may be phased or subdivided from time to time and registered in the Deeds Office in Cape Town according to the stipulations of the registration of the Deeds Act, No 47 of 1937, as amended.
- 2.1.10 "**Levy**" means the monthly **Levy** payable by the **Owner** and which is referred to in clause 5.7 of the Constitution and shall include Special Levy
- 2.1.11 "**Local Authority**" means the **Local Authority** having jurisdiction over the **Estate**.
- 2.1.12 "**Manager**" means any natural or judicial person appointed by the Committee or to undertake certain functions of the Committee, also "**Estate Manager**"
- 2.1.13 The "**Manual**" is the manual issued from time to time according to the stipulations of the rules, established in terms of Clause 8.2.8 of the Constitution of the **Association**.
- 2.1.14 "**Member**" means a **Member** of the **Association** in terms of Clause 5 of the Constitution and includes natural persons and other legal entities.
- 2.1.15 "**Owner**" is the registered **Owner** of an Erf or Portion as registered by the relevant Deeds Office.
- 2.1.16 "**Penalties**" a sum of money that a member becomes liable to pay in respect of an act or omission in conflict with this rules or constitution which will be included in and form part of the monthly **Levy** statement
- 2.1.17 "**Portion**" means any property registered in the name of a member according to the stipulations of the registration of the Deeds Act, No 47 of 1973 or the Sectional Titles Act, No 95 of 1986, as amended, by virtue of the town establishment and includes an **Erf**.

2.1.18“**Service provider**” means any person and/or entity carrying out development and building service in the estate and shall include but not restricted to, Building contractors, Project managers, Building material suppliers, Developers, Owner Builders. This definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agents, casual worker and sub-contractor (“hereinafter referred to as the staff compliment”) of the said service provider that might be appointed for carrying out development and building services in the estate.

2.1.19 If any stipulation in a description is a substantive stipulation that provides rights or obligations to any party, irrespective if it is only in the description clause, will be executed as if it is a substantive stipulation in the body of the **Manual**.

2.1.20 When a number of days is prescribed in the **Manual**, it will be calculated exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or a public holiday, in which case the last day will be the next day that is not Saturday, Sunday or a public holiday.

3. COMPLIANCE WITH THE RULES

3.1 The rules have been established in terms of Clause 8.2.8 of the Constitution of the **Association** which is trading as an Association established in terms of Section 29 of the Land Use Planning Ordinance 1985. The rules are legally binding upon all members of the **Estate**, as is any decision taken by the Committee in interpreting and applying these rules.

3.2 **Members** are responsible for ensuring that members of their families, visitors, friends, tenants, domestic staff, contractors or subcontractors, are made aware of and strictly abide by these rules. Members shall be held liable for the conduct of persons described as such.

3.3 Harmonious community living can only be achieved when residents are able to use and enjoy their private property. This will also happen if they respect the public areas of the **Estate**. Members and their residents must consider each other at all times and apply the rules in order to ensure a happy community.

3.4 In the event of annoyances, disputes or complaints arising for any reason, the involved parties should endeavor to settle the matter amicably. Problem solving should take place in a spirit of tolerance and consideration. In instances where problems cannot be resolved, the matter should be referred to the Committee for arbitration and settlement.

The procedure of the administration of a complaint shall be decided by the committee and shall depend on the merit of each case.

4 LEVIES

- 4.1 In the execution of Section 5.7 of the Constitution, the Committee shall from time to time impose **Levies** upon all the members for the purpose of meeting all the expenses in relation to the facilities and service for or in connection with the **Estate**, and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the **Association** and its affairs, including the **Estate**. In calculating the amount of the levies the Trustees shall take into account income from other sources if any, earned by the **Association**.
- 4.2 All **Levies** shall be paid monthly in advance by on the 15 th day of each and every month to the bank account of the **Association**.
- 4.3 **Levies** shall be allocated pro rata amongst the members, the amount of which shall be calculated with reference to the actual number of erven registered within the **Estate**.
- 4.4 The **Committee** may, from time to time, impose special **Levies** (upon the members) in addition to other **Levies**, in respect of all or portion of such expenses in terms of Section 3.1 and the amount of such **Levies** and the manner of payment thereof by members shall be at the discretion of the **Committee**.
- 4.5 Any amount due by a **Member** by way of a **Levy**, special **Levy** or penalty shall be a debt due by him to the **Association**. No **Levies** paid by a **Member** shall under any circumstances be repayable by the **Association** upon his ceasing to be a member. A **Member's** successor- in-title to an erf (new **Owner**) shall be liable, as from the date upon which he becomes a **Member** pursuant to the transfer of that erf, to pay the **Levies** attributable to that erf. No **Member** shall be entitled or permitted to transfer his erf until the **Association** has certified that the **Member** has at the date of transfer paid all amounts owing by him to the **Association**.
- 4.6 In calculating the levy payable by each **Member**, the **Committee** shall as far as is reasonably practical, and at their sole discretion:
 - 4.6.1 assign those costs arising directly out of or directly attributable to an **Erf** to the **Owner** thereof;
 - 4.6.2 assign those costs arising directly out of or directly attributable to more than one **Erf** to the **Owner** of those erven, and

- 4.7 The Committee shall assign those costs relating to the **Estate** generally to the **Owner** of all erven equally. If an erf is consolidated, then it is assigned as if the consolidation had not taken place; irrespective of the circumstances, provided however that the **Committee** may in any case where they consider it equitable so to do, assign to any **Owner** a greater or lesser share of the costs as the **Committee** consider may be reasonable in the circumstances.
- 4.8 No **Member** shall be entitled to the privileges of membership unless and until he shall have paid every **Levy** and other sum, if any, which may be due and payable to the **Association** in respect of his membership.
- 4.9 Penalties shall be charged, calculated at an annual rate of 15.5 % on the late payment of any amount due by a member to the Association.

5 **ALIENATION**

- 5.1 A **Member** shall not in any manner **Alienate** or transfer an **Erf** unless:
- 5.1.1 the proposed transferee, new shareholder of a company or new members of a close corporation has irrevocably bound himself/their self to become a member of the **Association** and to observe these rules for the duration of him/them ownership of the property;
- 5.1.2 the Committee has given its prior written consent thereto and has issued a clearance that all amounts owing to the **Association** by such member have been paid and that the **Member** is not in breach of this rules, and
- 5.1.3 the proposed transferee acknowledges in writing that upon the registration of transfer of the erf into his name he shall *ipso facto* become a **Member**, subject always to the provisions of these rules.
- 5.2 The provisions of 5.1 shall apply *mutatis mutandis* to any alienation or transfer of an undivided share in an **Erf**.
- 5.3 Although restrictions are registered against the title deeds of all the erven in order to give effect to the terms of Section 5, the members shall be bound by this Section whether or not such restrictions are registered.

6 ADMINISTRATION

- 6.1 **Levies** become due from the date of transfer of the property or stand.
- 6.2 The Committee shall be responsible to issue clearance certificates to comply with the conditions of title of all the properties forming part of the Estate.
- 6.3 Clearance certificates shall not be issued in order to affect a transfer until such time as the **Owner's Levies** and or penalties together with three months advance levies and or penalties are fully paid up and the new members accepted and bound himself to the constitution and rules of the Estate and association.
- 6.4 No construction may take place or continue if and when **Levies and/or penalties payable** are in arrears.
- 6.5 No **Member** shall be entitled to the privileges of membership unless and until he shall have paid every **Levy** and other sum, if any, which may be due and payable to the **Association** in respect of his membership
- 6.6 The **Association** reserves the right to take legal action on any overdue accounts. Legal action will be taken in the form of a letter of demand on all accounts in arrears of 60 days and thereafter, further action as deemed necessary, in liaison with the **Association's** attorneys, to recover monies outstanding.
- 6.7 Should the **Association** hand over any **Levies and/or penalties payable** for collection, the **Owner** shall pay fees on the attorney and own client cost/fees, including collection commission, interest at the applicable and tracing fees if any.
- 6.8 No deposit applicable in terms of these Rules is used as an offset against **Levies and/or penalties.**
- 6.9 The **Association** may publish the name and stand numbers of **Members** who have not paid their **Levies and/or penalties payable.** In the event of such publication Members shall not take any legal action or any other action should their names be published.
- 6.10 While all steps shall be taken by the **Association** to ensure contact and postal details are correct in order to ensure that bills of account reach their correct destination, the onus is on the **Owners** to ensure that their details and/or changes are correct and updated.

7 SECURITY AND INDEMNITY

- 7.1 Whereas security is considered to be of paramount importance, the Members shall at all time assist and comply with whatever security system and procedures relating to access control and other aspects, which may be implemented by the association.
- 7.2 The perimeter security and access control system serve as a deterrent and detection function and are not a guarantee to prevent a determined attempt at intrusion into the property. Accordingly, the Association, the managing agent, the security contractor, nor any of their agents or employees shall not be liable for any loss of life, damage or loss of property suffered by any person.

8. SECURITY

- 8.1 The committee shall appoint a security company which main functions shall be agreed upon.
- 8.2 Main functions of the security company shall include:
- 8.2.1 to present a safe environment for all persons on the Estate,
 - 8.2.2 to pay attention to security complaints that are lodged by people,
 - 8.2.3 from time to time launch actions to prevent crime,
 - 8.2.4 to maintain observation of the Estate,
 - 8.2.5 to compile information and evaluate and report to the Association,
 - 8.2.6 to execute access control on the Estate,
 - 8.2.7 to implement security rules and regulations,
- 8.3 The security Company contracted in terms of Section 6.1 shall also have the authority to:
- 8.3.1 Search vehicles when entering or leaving the premises.
 - 8.3.2 Search person's when entering or leaving the premises.
 - 8.3.3 Assist with the arrest of any suspicious persons on the premises.
 - 8.3.4 To contain suspicious persons until the arrival of the SAPS.
 - 8.3.5 To confiscate stolen goods.
 - 8.3.6 To inspect and search contractors work areas and premises.
 - 8.3.7 To remove contractors and or his workers from the premises should any irregularities occur.
 - 8.3.8 To issue speed warnings to contractors and his workers.

8.4 The following items shall not be displayed or used on the Estate without the prior consent of the Committee,

8.4.1 Firearms

8.4.2 Air guns

8.4.3 Cross bow

8.4.4 Catapults

8.4.5 Paintball guns

8.4.5 Animal traps

8.4.6 Fire works

8.4.7 Any other dangerous items not specified.

8.5 The committee shall have the power to impose and change, from time to time, security access rules and procedures, which power include the appointment of experts for that purpose. Members, members of their families, visitors, friends, tenants, domestic staff, contractors or subcontractors shall comply to the access rules thus imposed.

9. EMERGENCY PLANS PERTAINING TO CERTAIN INCIDENTS THAT MAY OCCUR ON THE ESTATE

The committee shall have the power to impose and change, from time to time Emergency Plans pertaining to incidents of Fire, Armed Robbery, Bomb threats, Strikes, Hostage Drama's and Medical situations that may occur. Members, members of their families, visitors, friends, tenants, domestic staff, contractors or subcontractors shall adhere to the plans thus imposed.

10 USE OF ROADS / STREETS

In order to achieve a pleasant environment which is as safe as possible for children and pedestrians, owners shall drive vehicles on the road and driveway areas with the utmost care at all times. The roads / streets are an integral part of the **Estate** and are to the benefit of all residents, visitors, contractors and other persons, whether in vehicles, motor cycles, bicycle or on foot. It must be respected and regarded as a vital element of the community environment.

10.1 Speed limit is restricted to 40 km per hour.

10.2 All road signs must be obeyed.

10.2 Save for Section 10.1, all the provisions of the Road Traffic Act 29 of 1989, as well as any other Municipal by-laws apply.

- 10.3 parents are responsible for ensuring that their children do not play in the roads. In the case of an accident, the **Association shall not be held** liable to any person for any loss, damage or injury that may occur.
- 10.8 The drivers of any type of motorized vehicles must be in possession of a legal and valid driver's license.
- 10.9 Residents should report the registration number of any vehicle that they consider contravening the **Association's** rules and regulations, i.e. speeding, not obeying road signs and any other contravention to the **Committee**.
- 10.10 Engine-powered vehicles are not allowed to drive anywhere except on tarred and or paved roads, Landscape areas, parks and pavements are expressly off limits.

11 MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING

- 11.1 Repairs to and reconditioning of vehicles on the common property is not permitted.
- 11.2 The use of any vehicles creating excessive noise is prohibited. Quad Bikes and off-road motorcycles are especially prohibited.
- 11.3 The Committee shall have the right to prevent vehicles from entering the **Estate** if they are found, or appear to be unroadworthy or unlicensed.
- 11.4 Damaged vehicles that are not in general use, drop oil or brake fluid on the common property or that are not road worthy may not be parked on the common property other than short periods as may be approved by prior written consent of the Committee.
- 11.5 No vehicle may be habitually parked in any part of the common area except in such places as are specifically approved and designated for that purpose and then only in such a way that the flow of traffic to and from erven and garages is not obstructed.
- 11.6 No commercial vehicle or truck (except for the purpose of effecting deliveries), caravan, trailer or boat may be parked in the common area or any residential erf at any time.
- 11.7 No vehicle may be parked on or in the vicinity of any entrance to an **Erf** so that it protrudes over or onto the road reserve of the common area including streets.

- 11.8 Parking of vehicles is at the owner's risk
- 11.9 The committee may remove or tow away, at the risk and cost of the owner, any vehicle parked, standing or abandoned on the common property in contravention of the rules.
- 11.10 Garage doors must generally be kept closed.

12. MAINTENANCE OF PROPERTIES

- 12.1 Members shall at all times maintain the exterior of their premises, their gardens, boundary walling or fencing, and the sidewalk between the curb and the street boundaries of their property to the satisfaction of the Committee, e.g. watering lawns and trees, picking up litter and building rubble.
- 12.2 Vacant stands must be kept clean on a regular basis to the satisfaction of the **Association**. The **Association** reserves the right to have stands cleaned and cleared after 60 days notice at the **Member's / Owner's** expense. The costs will be raised additional to the existing **Levy**.
- 12.3 The undergrowth of a vacant stand shall not exceed 300 mm in length.
- 12.4 No material, storing facilities or caravans of any kind will be allowed to be stored or parked on any undeveloped property. Only 5 days will be allowed after notification to remove such objects, after which the Committee will remove such objects. The owner of the property shall be liable for the costs involved which shall be raised additional to the existing Levy.

13. UNSIGHTLY OBJECTS / APPEARANCE FROM OUTSIDE

- 13.1 Owners shall at all time ensure that any object which could, in the opinion of the Committee, be considered unsightly or to the detriment of the appearance of the estate, shall not be visible from the street, common areas or other properties. Objects which should be screened from view include but are not limited to washing lines, caravans, Wendy houses, swimming pool pumps, TV aerials, satellite dishes, refuse and garden refuse, water tanks and solar geysers.
- 13.2 Member or occupier of a portion shall not place or do anything on any part of that portion and/or any dwelling on that portion, including balconies, patios, stoeps and gardens which, in the discretion of the Committee is aesthetically displeasing or undesirable when viewed from the outside of the portion.

- 13.3 The Member or occupier of a dwelling shall ensure that all windows and entrances in view of other residents and passers-by shall be adequately and appropriately covered to ensure and protect the privacy of all concerned.

14. SIGNS AND NOTICES

No Member or occupier of a portion shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a portion so as to be visible from the outside of the portion

15. LITTERING / DUMPING

- 15.1 No Member or occupier of a portion shall permit or allow any littering or dumping on the common property. Offenders shall be held responsible for all cost incurred in rectifying such an act and may be liable to an additional fine.
- 15.2 Cigarette butts and other objects may not be thrown from windows, stoeps or patios onto the common areas.

16. REFUSE DISPOSAL

A Member or occupier of a portion shall:

- 16.1 Maintain in hygienic and dry condition, a receptacle for refuse within his portion or on such part of the common property as may be authorized by the Committee in writing.
- 16.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 16.3 For the purpose of having the refuse collected; place such receptacle within the area and at such times designated by the Committee in writing.
- 16.4 When refuse has been collected, promptly return such receptacle to his portion or to other areas referred to in Section 16.1 above.
- 16.5 Not allow any of his/her/its possessions whatsoever of rubbish, debris, dirt or refuse to be left on any part of the common property.

- 16.6 Use the dumping facilities which are available on the estate in a designated building.
- 16.7 At all times comply and adhere to the City Council's Regulations regarding refuse.

17. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

No Member or occupier of a portion shall store or permit to be stored, any material, or allow any dangerous act on any portion of the property which will or may increase the rate of the premium payable by the association or any owner of any insurance policy or may be life threatening.

18. PETS

- 18.1 No member / occupier may keep more than two pets on their a property without the written approval of the Committee
- 18.2 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the property.
- 18.3 No pets are allowed to roam the common areas.
- 18.4 Pets must be leashed in common areas.
- 18.5 Should any excrement be deposited in a common area, the immediate removal thereof shall be the sole responsibility of the pet owner.
- 18.6 Every pet must wear a collar with tag indicating contact details. Stray pets without tags may be captured and handed over to the relevant authorities.
- 18.7 No member / occupier may keep any dog which barks for more than six minutes in any hour or more than three minutes in any half hour', causing disturbance to residents of the Estate.
- 18.8 All cats, male and female, must be neutered or spayed to prevent territorial instincts and breeding. Written proof from a registered vet must be provided to the Committee.
- 18.9 The Committee has the right to remove a pet should it be a nuisance within the estate.

19. NOISE AND DISORDERLY CONDUCT

An owner or occupier shall:

- 19.1 Ensure that he and his visitors or guests do not make or create undue noise.
- 19.2 Not cause or permit any disorderly conduct of whatsoever nature either in or on his portion and /or common area,
- 19.3 Not do or permit any act to be done in or about his portion and /or common property which shall constitute or cause a nuisance or inconvenience to the owners or occupiers of the other portions or to the association and any other employee of the association.
- 19.4 Not use radios, musical instruments, record players, TV sets and home movies in such a manner that it be heard in adjoining portions or on the common property.
- 19.5 Supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or the property of other owners.
- 19.6 in particular prevent their children to interfere with plants, decorations, house numbers, exterior lights, etc,
- 19.7 Not conduct hobbies or other activities on the common property if it would cause a nuisance to other members or occupiers.

20. BUSINESS ACTIVITIES

- 20.1 No business, profession or trade may be conducted in the estate without the written consent of the Committee.
- 20.2 No auctions or jumble sales may be held on the common areas.
- 20.3 No advertising or publicity material may be exhibited or distributed without the written consent of the committee.

21. GARDENS

- 21.1 No plants or flowers may be picked from common areas, nor any damage caused to the gardens areas on the common property.

- 21.2 The committee shall be responsible for the mowing of the lawned areas and the trimming of the edges of the common property but the responsibility for the upkeep and maintenance of the gardens within their portions shall rest with the owner or occupier.
- 21.3 Once a property is developed it will be the responsibility of the member or his occupier to maintain the sidewalk between the kerb and the street boundary of their property to the satisfaction of the Board e.g. cutting of lawns, watering of lawns and trees.
- 21.4 Cutting of trees on the common areas may only be done by someone approved of by the Committee.
- 21.5 The owner of a property shall plant four (4) trees within 12 months of registration of an erf in his name. Two of the trees shall be planted on the pavement in front of the property and two trees on the erf. In the alternative the owner may provide the trees as prescribed to the committee to plant it in its discretion.
- 21.6 The trees to be planted in terms of Section 22.5 shall not be less than 1.5 m in height. Preference must be given to indigenous plant species. Accepted imports, such as oaks, olives, planes, palm trees and Creepers such as Bougainvillea and Wisteria are allowed.
- 21.7 Aliens and invasive species, in particular, pine trees, blue gum trees, jacaranda trees, or wattle trees are not allowed to be grown.
- 21.8 Existing established trees will be tolerated subject to view impediments and the discretion of the Owners' Association.

22. DOMESTIC STAFF

A Member or occupier of a portion:

- 22.1 Shall be responsible for the activities and conduct of his domestic worker and their guests and shall ensure that they understand and abide by the rules of the Association.
- 22.2 Shall ensure that his domestic worker and their visitors or guests do not loiter on common property.
- 22.3 Whose domestic worker or guest consistently fails to abide by the rules may be required to remove such domestic help or guest from the property if so instructed by the Committee

22.4 The following must be supplied to security in writing:

22.4.1 A copy of their identification document.

22.4.2 Confirmation of service to be performed by worker

22.4.3 Full particulars of owner / occupier.

22.4.4 Address where service is to be performed within the Estate.

23. LEASING OF UNITS

23.1 Should any **Owner** let his property he shall, in writing, advise the **Association** of the name, contact numbers of the tenant, and the lease period

23.2 All tenants of units and other persons granted right of occupancy by any owner of the relevant unit, are obliged to comply with the rules of the Association notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy. The **Owner** is obliged to inform the tenant of the **Estate's** rules and regulations and bind the tenant to conform therewith.

23.3 Owners shall always be liable for charges such as levies, costs, the recovery of overdue accounts, legal fees or costs of any nature whatsoever, despite a written agreement between owner/tenant.

23.4 The occupiers of any property within the **Estate** are responsible for the conduct of their staff, visitors, contractors and employees, and must ensure that all such persons obey the rules. If these persons fail to adhere thereto, the **Association** reserves the right to deny the transgressors future entry, and levy penalties to the **Owners** of the said property.

24. APPROVAL OF BUILDING PLANS BY THE ASSOCIATION

24.1 All new buildings to be erected, alterations or additions to be made have to be approved by the Aesthetic Committee.

24.2 The responsibility for the final approval of building plans rest with the relevant local authority, but such plans may only be submitted to the local authority after evaluation and approval by the Aesthetic Committee.

24.3 The Aesthetic Committee may refer building plans to architects for guidance.

- 24.4 The main objective of approval shall be to study the building plans and make a decision as to the acceptability of such building plans, with particular reference to the aesthetic qualities of the building to be erected.
- 24.5 The Aesthetic Committee shall not approve any plans for any house, which in their sole opinion would detract from the aesthetic appearance of, or reduce the value of property in the estate and shall have the right to demand any such changes in design or site layout that, in their opinion, might be deemed necessary, to preserve the architectural and environmental objectives of Monte Christo Eco-Estate.
- 24.6 The Association shall not incur any liability to any person in rejecting or refusing the approval of a plan.
- 24.7 The Aesthetic Committee may request any such changes in design or site layout that, in their opinion, is required to preserve the architectural and environmental objectives of Monte Christo Eco Estate.
- 24.8 In the event of a dispute, the building plans will be evaluated by the members at a special meeting and the decisions made on a majority vote.
- 24.9 Should construction not commence within 6 (six) months from date of approval, such approval shall lapse, in which event the owner will be obliged to re-submit such plans to the aesthetic committee for approval on the same terms and conditions as stipulated in 24.1 to 24.8.

25. APPLICATION TARIFF

- 25.1 On submitting a plan for approval in terms of Section 25 the applicant shall pay a fee that shall be announced from time to time.
- 25.2 Additional fees shall be charged in the event of any complications or contradictions in terms of the design manual which will necessitate additional debate or investigation. The fee shall be in accordance with current Architectural Inst. time tariffs. The applicant must be notified of any contentious elements, which could result in a debate or investigation.

26. PROCESS FOR SUBMISSION AND APPROVAL OF PLANS

- 26.1 Four sets of building plans which indicates the information listed below must be submitted to the Aesthetic Committee;
- 26.2 Information to be submitted:
26.2.1 Site plan with contours.

- 26.2.2 All floor plans must show construction levels.
- 26.2.3 Elevation plans North to South – East to West through the building showing the lowest and highest point of the whole erf as well as the street level.
- 26.2.4 Where excavations are done the plans must show all the retaining walls to secure the neighbors properties.
- 26.2.5 plans showing the driveway as well as distance and levels from road to garage.
- 26.2.6 All elevations.
- 26.2.7 Building height restriction indicated by a parallel contour line of 9 meter above natural contours.
- 26.2.8 Material to be used according architectural guidelines
- 26.2.9 Plans or photos to indicate that the view from the neighboring properties shall not be affected by the intended building. In the event of undeveloped neighboring properties, care must be taken to allow the least obstruction of its view.
- 26.2.10 Beacon certificate by a registered surveyor not older than one year.
- 26.2.11 Contour plan by a registered surveyor not older than one year.
- 26.2 Applications for approval of plans in terms of these rules shall be lodged at the office of Monte Christo Eco Estate or posted by registered mail to the Committee of Monte Christo Eco Estate, P.O.Box 889 Hartenbos 6520.
- 26.3 Payment of the Application Tariff must be paid via direct deposit into Monte Christo H.O.A account. Bank guaranteed cheques will also be accepted.
- 26.4 The Committee shall approve or reject an application in writing within 14 days after lodgment and payment of the Application Tariff.

27. RULES REGULATING BUILDING ACTIVITIES

- 27.1 No site clearance or excavations or any building activity may take place before
 - 27.1.1 The Aesthetic Committee has approved the plans.

- 27.1.2 The local authority approved the plans.
- 27.1.3 The prescribed SITE INSPECTION FORM has been completed and signed after inspection by the estate manager or any member of the committee and the owner or his duly authorized Service Provider. This is to identify any damages, before the construction phase to roads, curbs, sidewalks and trees, neighboring properties etc.
- 27.1.4 A guarantee or other means of proof to the satisfaction of the Committee is delivered to prove the financial capacity of the Owner to comply with Section 28.1.
- 27.1.5 Letter from Administrator to confirm that levies and terrain deposit are fully paid.
- 27.1.6 A written PERMIT TO COMMENCE BUILDING signed by the Estate Manager has been issued to the Service Provider.
- 27.2 From commencement of any building or construction on erven situated in the estate, it will be the responsibility of the owner and his duly authorized Service Provider to abide to all the rules of the Monte Christo Eco Estate.
- 27.3 A terrain deposit (as determined by the committee from time to time) shall be paid by the owner on submission of the building plans.
- 27.3.1 The purpose of the deposit is to cover the cost of rehabilitating public sidewalks, roads, open spaces, parklands and adjoining erven and shall include but is not limited to the following:
- Replant of grass or trees damaged through building activities.
 - Removal of rubble or rubbish left on the sidewalks or adjoining erven.
 - Repairs to any damage street fixture, streetlight, litter bins, benches, etc.
 - Repairs to any damaged electrical and telephone boxes or any manhole covers.
 - Repairs to any damaged kerb or storm water drains on the street side.
 - Repairs to any damaged paving and concrete spilt on paved surface cleaned up properly.
 - Repairs to water irrigation pipes or sprinklers damaged.
 - Repairs to any cable or pipes damaged by excavation activities.

- Complete building in accordance with the approved building plans.
- Plaster and paint boundary wall both sides.
- Conceal all plumbing pipes exposed from the building.
- Remove all signboards.

27.3.2 The deposit shall also be applied to cover the cost caused by non compliance of the building plans and regulations.

27.3.3 The Committee shall announce the amount of the deposit from time to time.

27.3.4 The deposit will only be refunded on written notice from the owner that the project has been cancelled or on completion of the building works, subject to inspection of the property by the Committee and rectification of any damages by the owner or his representative.

27.3.5 If the Owner fails to rectify any damage, the Association shall apply the deposit for that purpose. If the damage exceeds the deposit, the homeowner will be responsible for the payment of additional costs involved.

27.3.4 10% (Ten percent) of the said deposit is not refundable and shall be utilized as a fee for maintaining infrastructure also used by contractors, subcontractors and delivery vehicles in general.

28. COMMENCEMENT AND COMPLETION OF BUILDINGS

28.1 Once construction has commenced, the building must be completed within 12 (twelve) months of the commencement date.

28.2 For purposes of these rules, a building shall be deemed to have been completed once the owner has been issued with a COMPLETION CERTIFICATE to the effect that the building has been completed to the satisfaction of the Committee. Apart from the Occupancy Certificate issued by die Local Authority, special consideration shall be given to the completion of the outside of the building.

28.3 A monthly maximum penalty, according to the Schedule of Penalties from time to time, shall be levied if this rule is not strictly adhered to

28.4 The Association shall be entitled to demolish uncompleted buildings in the case of contravention of this rule.

29. BUILDING CONTRACTORS AND PROVIDERS OF SERVICES RELATING TO BUILDING ACTIVITIES

- 29.1 Owners are compelled to bind, by written agreement, any building contractor or the provider of services relating to building activities to comply with the Constitution, Architectural Manual, Rules and bylaws of the Association.
- 29.2 Non-compliance of the rules of the Association by a contractor shall be deemed non compliance by his principle whom shall be held vicariously liable for the transgressions of his contractor.
- 29.3 The committee shall have the right to refuse a contractor or service provider access to the Estate in the event of regular transgression of the rules or general disregard for the quality lifestyle and security of the Estate

30. REGISTRATION AND ACCREDITATION OF SERVICE PROVIDERS

- 30.1 All building contractors and owner builders must be registered with the Monte Christo Home Owners Association to be allowed to commence with any building or construction on the Estate.
- 30.2 The committee shall have the right to refuse any unregistered service provider entry to the Estate or to suspend such service provider to continue with any building or construction activities.
- 30.3 Upon registration and accreditation the service provider shall be subjected and agree to a code of conduct to which it shall adhere to during the term of the rendering of its services within the Estate.
- 30.4 Members shall not make any arrangements or agreements with service providers that is contrary to the Code of Conduct of Service Providers.
- 30.5 The committee shall set the process of registration and accreditation from time to time.

31. SANCTION AND PENALTIES

- 31.1 The Committee has the right to impose penalties on transgressors where any of the rules and regulations contained in the Rules is violated. Such penalties will be included in and form part of the monthly **Levy** statement. Failing payment of such penalties, the right is reserved to take further action.
- 31.2 The amount of the penalties imposed shall be in the sole discretion of the Committee.
- 31.3 Should a difference between **Association** and an **Owner** not be resolved through normal avenues and litigation ensues, the **Owner** and Committee consent to acknowledge the jurisdiction of the Magistrate's Court.

32 COSTS

A **Member** shall be liable for and shall pay all legal costs, including costs, as between attorney and own client, collection commission, tracing agents fee, interest at prime plus 2% expenses and charges incurred by the **Association** in recovering any arrear **Levy** or other amounts due and owing to the **Association**, as also the costs incurred in the enforcement of any of the **Estate rules** or other rules or regulations issued or made by or on behalf of the **Association** from time to time.

33 INDEMNITY

- 33.1 The association nor its agents shall be liable for any injury or loss or damage of any description whatsoever which any owner or occupier of a portion or any member of his family, his employee or servant or his relative, friend, acquaintance, invite or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual portions by reason of any defect in the common property or for any neglect on the part of the Association or any of the Association's employees, servants, agents or contractors.
- 33.2 The association or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

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