



LE GRAND

HOMEOWNERS' HANDBOOK & RULES

This document and its annexures must be consulted prior to commencing with the design of any property improvements or building proposals.

This handbook and rules are issued by the Company to each Homeowner.

IT IS IMPORTANT FOR A BASIC UNDERSTANDING OF THE OPERATION OF THE ESTATE THAT EVERY HOMEOWNER IS THOROUGHLY FAMILIAR WITH ALL THE INFORMATION CONTAINED IN THIS HANDBOOK & RULES.

The homeowner undertakes to comply with the contents of this handbook and Rules in its entirety.

TABLE OF CONTENT

1.	DEFINITIONS	2
3.	INTRODUCTION	7
4.	THE DEVELOPER.....	7
5.	THE RESIDENTIAL ESTATE	8
6.	COUNCIL (Local Authority)	8
7.	THE MANAGEMENT ASSOCIATION	9
8.	SERVICES/FACILITIES	11
9.	CONDUCT RULES.....	13
10.	MAINTENANCE GUIDELINES.....	21
11.	SPECIFIC EXCLUSIONS & GENERAL INFORMATION.....	22
12.	LEGAL ASPECTS	23

July 2022



LE GRAND

1. DEFINITIONS

- 1.1. The headings of the clauses in these Rules are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof.
- 1.2. Unless a contrary intention clearly appears words importing:
 - 1.2.1. any one gender include the other genders;
 - 1.2.2. the singular include the plural and vice versa; and
 - 1.2.3. natural persons include created entities (corporate or unincorporated) and vice versa;
 - 1.2.4. references to notices, statements and other communications by or from a Party include notices by or from that Party's agent.
- 1.3. In these Rules, and, unless the context requires otherwise, the following words and expressions shall have the meaning assigned to them hereunder, and cognate expression shall have corresponding meanings, namely:
 - 1.3.1. **"Accompanied Guest"** means a guest in the company of a Homeowner;
 - 1.3.2. **"Act"** means the Companies Act, Act 71 of 2008, as amended from time to time;
 - 1.3.3. **"Aesthetics Committee"** means the BACC ('Building & Aesthetic Compliance Committee') to be appointed by the Developer (during the Development Period and thereafter by the Company) and which shall have such powers and functions as may be assigned to it by the Developer (during the Development Period and thereafter by the Company);
 - 1.3.4. **"Alienation"** means the alienation of any Stand, Unit or part thereof whether by way of sale, exchange, donation, divorce, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a company or membership in a close corporation or the beneficial interest in a trust, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and **"Alienate"** shall have a corresponding meaning;
 - 1.3.5. **"Architectural and Landscaping Rules and Guidelines"** means the architectural and landscaping guidelines applicable to any and all improvements on the Development and/or the Estate, as directed and/or established and/or approved by the Developer during the Development Period, and thereafter by the Company;
 - 1.3.6. **"Board"** means the Board of Directors of the Company from time to time;
 - 1.3.7. **"Company"** and **"LGHOA"** means Le Grand Homeowners Association NPC, Registration Number 2007/006283/08 or any other name under which it may in future



LE GRAND

be known;

- 1.3.8. **"Common Property and Facilities"** means all facilities which form part of the Estate and designated areas in the Estate which are intended for shared use of all Homeowners (and their invitees and tenants) in the Estate, which may include the access road and any additional facilities or portions of land as the Developer (during the Development Period and thereafter the Company) in its sole discretion may determine from time to time, and includes the Common Property and Facilities which shall have a corresponding meaning;
- 1.3.9. **"Contractor"** means any contractors, subcontractors, service providers appointed by the Homeowner from time to time;
- 1.3.10. **"Council"** means the local authority having jurisdiction over the estate from time to time;
- 1.3.11. **"Developer"** means CS Hentiq 1044 Proprietary Limited, Registration Number 2011/102930/07, or any other subsidiary or related person (as herein defined), which shall include its successors in title, assigns and/or cessionaries, it being recorded that the cession and/or delegation of the Developer's rights and obligations contained in this MOI to any Person is not in any way whatsoever subject to the consent of the Company and/or its Members;
- 1.3.12. **"Development"** and **"Estate"** means the Le Grand Estate which includes, but is not limited to the Properties as may be phased or subdivided from time to time;
- 1.3.13. **"Development Period"** means the period commencing from the date of establishment of the Company until the later of:
- 1.3.13.1. the completion of the whole proposed Development;
 - 1.3.13.2. the sale of all Stands and Units by the Developer in the Estate;
 - 1.3.13.3. the construction of all houses on Stands and/or Units in the Estate; and
 - 1.3.13.4. such time as the Developer notifies the Company that the Development Period has come to an end;
- 1.3.14. **"Director"** means a member of the Board of the Company, as contemplated in section 66 of the Act (or an alternate director of the Company), and includes any Person occupying the position of a director or alternate director, by whatever name designated, which shall deem to include Developer Directors and Member Directors;
- 1.3.15. **"Employee"** means domestic staff, gardeners and nannies, excluding contractors and construction workers;



LE GRAND

- 1.3.16. **"Erf"** means any erf, portion or subdivision of an erf and includes all improvements thereof, which shall deem to include a Stand and any reference to Erven shall mean more than one erf;
- 1.3.17. **"Estate Manager"** means the estate manager appointed by the Developer during the Development Period, and thereafter by the Board in terms of the MOI, and **"Managing Agent"** shall have a corresponding meaning;
- 1.3.18. **"Homeowner / Registered Owner / Member"** means an owner of an Erf or Unit that has been registered by the Registrar of Deeds in accordance with the provisions of the Deeds Registries Act, Act 47 of 1937 as amended, and/or the Sectional Titles Act, Act 95 of 1986;
- 1.3.19. **"Management"** means for purposes hereof, the Estate Manager, or a member of the board of directors, chair of a committee or the Managing Agent;
- 1.3.20. **"Member"** means (without derogating from any other definition contained herein) a member of the Company as defined in the MOI;
- 1.3.21. **"MOI"** means the Memorandum of Incorporation of the Company from time to time;
- 1.3.22. **"the Office"** means the registered office of the Company as it moreover appears from the Act;
- 1.3.23. **"Person"** means and includes any individual person, close corporation, company, juristic body, body corporate, partnership, firm, joint venture, trust, unincorporated organisation, association, Government Entity or organization or association of which any of the above is a member, or a participant and, in each case, whether having distinct legal personality or not;
- 1.3.24. **"Residential Guest"** - means a guest, tenant or house sitter who resides in a Homeowner's Stand and/or Unit;
- 1.3.25. **"Rules"** means the rules that will govern the conduct of all Homeowners, residents, visitors and occupants of Stands or Units and their invitees in the Estate as set out in this document, as compiled and amended by the Company from time to time in terms of the MOI, and to which Rules each Homeowner, resident, visitor and occupant of Stands and/or Units and their invitees irrevocably undertakes to strictly abide by, which includes, but is not limited to the Company's:
- 1.3.25.1. Architectural and Landscaping Rules and Guidelines;
 - 1.3.25.2. Construction Rules and Regulations;
 - 1.3.25.3. Penalty Structure;



LE GRAND

- 1.3.25.4. Painting Colour Schedule; and
- 1.3.25.5. Security Standard Operating Procedures;

- 1.3.26. “**Services**” means the supply of water, sewerage, refuse removal, electricity, telecommunications, television cables, security, maintenance of Common Property and Facilities, garden maintenance and such other utilities and services as are provided by the Company or any other supplier of services to the Estate from time to time;

- 1.3.27. “**Stand**” means a residential stand (whether or not a Unit has been erected thereon) forming part of the Estate, which shall deem to include an Erf;

- 1.3.28. “**the Properties**” means:
 - 1.3.28.1. Remainder of Portion 78 (portion of portion 12) of the farm Hans Moes Kraal No 202 in the municipality and division of George, Province Western Cape;
 - 1.3.28.2. Remainder of Erf 1 Le Grand in the municipality and division of George, Province Western Cape;
 - 1.3.28.3. Remainder of Erf 117 Le Grand in the municipality and division of George, Province Western Cape; and
 - 1.3.28.4. Remainder of Portion 130 (portion of portion 78) of the farm Hans Moes Kraal No 202 in the municipality and division of George, Province Western Cape;
 - 1.3.28.5. The Servitude registered over Erf 335 Le Grand, in the municipality and division of Georg, Province Western Cape.
 - 1.3.28.6. including any other property which the Developer wishes to incorporate under the MOI;

- 1.3.29. “**Unit**” means a residential Unit (whether free standing and/or high density) registerable in accordance with the provisions of the Sectional Titles Act 95 of 1986, as amended;

- 1.3.30. “**in Writing**” means writing, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form; and

- 1.4. Words and expressions used and not otherwise defined in these Rules shall have the meaning assigned to them by the Act.

- 1.5. The termination and/or amendment of these Rules shall not affect any provisions of these Rules



LE GRAND

which expressly or by necessary implication provide that they will operate subsequent to any such termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 1.6. If any provision in a definition is a substantive provision conferring rights, or imposing obligations on a party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of these Rules.
- 1.7. All provisions and the various clauses of these Rules are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Rules which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of these Rules shall remain of full force and effect.
- 1.8. These Rules shall be governed by, and interpreted in accordance with the laws of the Republic of South Africa, and the Homeowners hereby submit to the jurisdiction of the South African Courts.
- 1.9. Any provision of these Rules imposing a restraint, prohibition or restriction on the a Party shall be so construed that such Party is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by all representatives of that Party accessing and/or using a Stand and/or Unit under, by arrangement with, or at the invitation of that Party.
- 1.10. When any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on the Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.11. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.12. Expressions defined in these Rules shall bear the same meanings in schedules, annexures, addendums and amendments to these Rules which do not themselves contain their own definitions.
- 1.13. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of these Rules).



LE GRAND

2. INTRODUCTION

- 2.1. Welcome to one of the most exclusive residential estates in South Africa where privacy comfort and security are of paramount importance.
- 2.2. The intention of this Development is to take into consideration the impacts of local context, climate, lifestyle and environmentally sensitive design. These may range from items such as security and aesthetics, to orientation, use of materials, construction skills and energy saving designs and devices.
- 2.3. With this in mind we have an opportunity to create an iconic estate with a uniquely South African architecture, in harmony with the environment, embracing natural materials in their true form, and responding effectively to the Garden Route climate.
- 2.4. In order to formulate these concepts into a development and design framework, certain restrictions and guidelines will be placed on the designs in terms of style. This is contained in Architectural and Landscaping Guidelines published by the Board from time to time. It is intended that these guidelines will allow for a fairly broad range of personal choice in the external appearance of the individual houses, while ensuring that the residential homes are environmentally sensitive, reducing the overall carbon footprint of the estate.
- 2.5. The overall character of the Development will still be identifiable through the use of certain unifying external elements such as chimneys, boundary walls, roof coverings, external wall finishes colours, etc. The nature of the landscaping will also contribute meaningfully to this objective, thereby ensuring long term property values for Homeowners.
- 2.6. The primary function of the Architectural and Landscaping Guidelines are to ensure that the value of the Estate and the Stands and Units therein are preserved and enhanced while still allowing individual Homeowners to express their personal needs and preferences within the overall aesthetic framework. The Architectural and Landscaping Guidelines should be construed a guidelines only and apart from those items specifically excluded, all other submissions will be treated on its own merits in discussion with the Developer during the Development Period, and the Company thereafter.

3. THE DEVELOPER

- 3.1. CS Hentiq 1044 (Pty) Ltd is the proud developer of the Estate. The Developer is entirely responsible for the design, infrastructural development (roads, perimeter wall, services, etc.) and the disposing of stands and units in the estate. In developing the Estate, the Developer's objective is to create:
 - 3.1.1. A lifestyle and environment of enduring quality and excellence;



LE GRAND

- 3.1.2. A development that not only sets new benchmarks in the industry but one which investors would always aspire to be a part of; and
 - 3.1.3. A development with environmentally sensitive designs with a lower than average carbon footprint.
- 3.2. Through the Developer's on-site project management office, the Developer administers the approved Architectural and Landscaping Guidelines and appoint and control panels of selected contractors (for building and landscaping) and architects deemed suitable to work in an on the Estate.
- 3.3. Assistance on all aspects of design, building, choice of materials, etc., is on offer by the Developer. It should be noted that Homeowners agree to abide by these Rules and the Architectural and Landscaping Guidelines when they become Registered Homeowners.

4. THE RESIDENTIAL ESTATE

4.1. General

- 4.1.1. The Estate is destined to be amongst the finest residential estates in the country.
- 4.1.2. The development is partially enclosed by a solid security wall, with access points controlled through guarded gates as may be determined by the Developer in conjunction with the LGHOA. This residential estate will be run by the Board of the LGHOA.

4.2. Style & Ambience

In order to ensure compliance with the general nature and amenity of the Estate, some form of pattern and order based on the overall plan must be observed in order to maintain the desired style and ambience of the flagship Estate. This is detailed more specifically in the Architectural and Landscaping Guidelines

5. COUNCIL (Local Authority)

- 5.1. The Council is responsible for the provision of water and supplies, infrastructure and commodities.
- 5.2. As a Homeowners you must contract directly with, and directly pay Council for your consumption of municipal water and rates.
- 5.3. Electricity consumption will be payable (at the Developer and/or the Company's discretion) to Council or the Developer, depending on the metering system to be used on each respective Stand and/or Unit.



LE GRAND

- 5.4. Water and Electricity meter readings will accordingly be reportable directly to the relevant service provider.
- 5.5. Should a local rate payers association be formed, it will be supported by the LGHOA and as a Homeowner you will automatically be a member of such association.
- 5.6. Water will be provided by Council, but may be obtained from boreholes provided the Homeowner has obtained the necessary prior written consent from Council and the LGHOA.

6. THE MANAGEMENT ASSOCIATION

- 6.1. The LGHOA may establish a management association, the function of which shall be determined by the LGHOA from time to time.

6.2. The LGHOA

- 6.2.1. The LGHOA is an association of all homeowners to which is assigned the job of managing and running the estate to the benefit of all Members. It is therefore your association.
- 6.2.2. It is a legally registered association not having a share capital (i.e. it is a non-profit company) and it therefore does not pay dividends and does not distribute assets to its Members.
- 6.2.3. The LGHOA and its operation is legally bound by its registered MOI, which lays down all definitions, procedures and regulations.

6.3. Membership

Upon becoming a Registered Owner of a Stand and/or Unit, you automatically become a Member of the LGHOA, which Membership is obligatory and grants you voting rights (as described in the MOI) at Member meetings.

6.4. Management of the LGHOA

- 6.4.1. The LGHOA is run by its Board of Directors. Being a registered company, the Directors (with the exception of Developer Directors) are elected by the Members at the annual general meeting in terms of the MOI.
- 6.4.2. The main objects of the LGHOA (as stipulated in its MOI), through the Board of Directors is to control, manage and administer the Estate and to maintain the Common Property and Facilities. In furtherance of this the Board of directors may (subject to the provisions of the MOI):



LE GRAND

- 6.4.2.1. Hire, contract or assign officials or firms to carry out services;
 - 6.4.2.2. Raise funds to accomplish their duties by way of levies and/or special levies;
 - 6.4.2.3. Appoint individuals or committees as required for advice and assistance; and
 - 6.4.2.4. Make rules to regulate the conduct of Members to the benefit of all and impose financial penalties for noncompliance.
- 6.4.3. The Board's aim is to establish, nurture and maintain a culture of a co-operative, happy and unique quality lifestyle on the Estate, all the while properly and efficiently running the day-to-day functions and maintaining and improving the value of the property as a whole.
- 6.4.4. To support these objectives, the Board may appoint committees, normally with residents as members, to facilitate on matters regarding the running of the Estate and to receive and recommend on suggestions, requests or any potential or perceived problems. The Board, as such sets the policy and it appoints staff to carry out that policy and to physically perform the day-to-day running of the estate.

6.5. Levies and the Budget of the LGHOA

- 6.5.1. The Budget:
- 6.5.1.1. Funds required to run and operate the complete Estate are estimated in advance for each financial year.
 - 6.5.1.2. The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general and in particular of its Common Property and Facilities. Estimated income for the year is deducted from the overall expenditure, resulting in a nett budget, i.e., the levy.
- 6.5.2. Payment of Levies:
- 6.5.2.1. Levies (with the exception of special levies) are invoiced in twelve monthly instalments and payment is due in advance by the 1st day of the month as stipulated in the MOI.
 - 6.5.2.2. The Board may however allow a period of grace for the receipt of full payment until the 7th day of the month, but is not obliged to grant such indulgence.
 - 6.5.2.3. Because the payment of all levies are required timeously in order for the



LE GRAND

Company to meet its financial obligations, the late receipt of payments is detrimental to the financial interests of the LGHOA's Members / Homeowners. The Directors shall accordingly be entitled to levy interest and/or charge penalties on any late payment of levies as prescribed in the MOI.

6.5.2.4. All Homeowners are obliged to pay all amounts due and payable by them to the Company without deduction or set-off, and notwithstanding that the Homeowner may have any claim or counter-claim of any nature against the Company.

6.5.2.5. The Company may require Homeowners to pay levies by way of debit order. This can readily be arranged via the LGHOA's office and Members are assured that the amount of the debit order is fully under the control of the LGHOA and not the banks. The electronic debit order system ensures more effective and simpler levy payments and simplifies the LGHOA's accounting.

6.5.3. Income from Hotel (if applicable):

The Developer is entitled to develop a hotel and other facilities adjoining the Estate for the benefit and account of the Developer.

6.5.4. Reserves:

6.5.4.1. In all residential community developments there is the ongoing requirement for maintenance and renewal as it becomes necessary in respect of inter alia the Common Property and Facilities (including but not limited to the security fence, gatehouse, dams, community facilities, etc.) and of general utilities (roads, storm water drainage, etc.).

6.5.4.2. The reserve fund is included in the levy to cover these future planned maintenance items and renewals expenditure. This is all based on a planned schedule covering up to ten years or more, and is calculated accordingly to such plan with appropriate provisions for any contingencies.

7. SERVICES/FACILITIES

7.1. General

7.1.1. Utility services are provided in good faith and in the belief that they will be adequate.



LE GRAND

7.1.2. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, as with any house in any suburb of any town in the country, no guarantee is, nor can be given that all services will operate fully throughout every 24 hours year in and year out. Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the council nor to reduce levies payable to the LGHOA.

7.2. Water & Electricity

Outages should be reported directly to Council (and in particular the George Municipality) who will be the service provider for the Estate.

7.3. Refuse

The LGHOA will review the waste management practices and objectives for the Estate on at least an annual basis. It may become necessary to upgrade or change services from time to time to take advantage of newer technologies or implement better practices. Currently the George Municipality is the service provider to the Estate.

7.4. Sewerage Disposal

Currently the George Municipality is the service provider to the Estate. All Registered Owners must refrain from disposing of foreign objects in the sewerage system.

7.5. Security

All Security related rules and procedures are dealt with in detail in the Security Standard Operating Procedures distributed to the Members from time to time.

7.6. Employees

Every employee must, prior to being engaged for work in the Estate, be registered by the Homeowner and/or Residential Guest with security at the LGHOA's Office in terms of the LGHOA Security Standard Operating Procedures.

7.7. Garden Maintenance

Maintenance of residential gardens will be carried out throughout the Estate by each Homeowner and Residential Guest at their own cost, however subject to the Architectural and Landscaping Rules and Guidelines.

7.8. Amenities and Recreational Facilities



LE GRAND

- 7.8.1. The main gate house, sales office, sports and communal facilities (whichever is applicable) as well as any future Common Property and Facilities will be managed, furnished and equipped by an independent operator to be appointed by the Developer during the Development Period, and thereafter by the LGHOA.
- 7.8.2. All Common Property and Facilities will be available for use by Homeowners and Residential Guests and their Accompanying Guests at fees to be determined by the aforesaid operator.
- 7.8.3. No rent, levies and/or any other payment of whatever nature will be payable to the LGHOA for tenants, sales offices, health centre, display areas, etc. located in the main gatehouse and operated by the Developer (or its duly appointed representative or nominee) during the Development Period, and thereafter to the Company.
- 7.8.4. The Developer shall however be entitled to exclusively utilize the sales office (including the ablution facilities) in perpetuity, at no cost whatsoever to the Developer. The provisions hereof shall *mutatis mutandis* be applicable to any other gatehouse which will form part of the Development in future.

7.9. Administration

- 7.9.1. Levies become chargeable by the LGHOA from the date of registration of a Stand and/or Unit in a Homeowner's name, and are payable monthly in advance on the first day of each and every month.
- 7.9.2. Clearance certificates issued by the LGHOA will not be issued in order to affect a transfer of a Stand and/or Unit until such time as the selling Homeowner's levies including all special levies, fines, penalties, interest or any other funds owing to the Company, together with three months' advance levies are fully paid up (subject however to the provisions contained in the MOI from time to time).
- 7.9.3. Purchasers of shares / members' interest in juristic entities who own a Stand and/or Unit should exercise caution in taking transfer of such shares and/or members' interests as any arrear levies and other fees payable hereunder will remain the responsibility of the relevant juristic entities (and thus the purchaser).

8. CONDUCT RULES

8.1. General Rules & Regulations

- 8.1.1. The purpose of these Rules are to promote and protect the Homeowner's rights to fully enjoy the benefits of the recreational amenities of the Estate. A clear understanding and observance of these rules is essential to the well-being of the Homeowners and



LE GRAND

Residential Guests and smooth operation of the Common Property and Facilities and recreational areas in the Estate.

- 8.1.2. In respect of the interpretation of these rules, the decision of the Developer during the Development Period, and thereafter the Board of Directors is final and binding.
- 8.1.3. Homeowners and Residential Guests are reminded that it is their responsibility to ensure that all of Accompanying Guests, Employees and Contractors comply with all the Estate rules.
- 8.1.4. The maximum speed limit within the Estate is 30 km per hour.
- 8.1.5. No parking is allowed on sidewalks or in no parking zones, with the only exception being when the Homeowner and/or Residential Guest is hosting a social event with a large number of guests, provided that no foliage is damaged when parking on the sidewalk and prior written approval is obtained from the LGHOA in this regard.
- 8.1.6. Each homeowner will maintain their Stands and/or Units in a clean and tidy condition to the satisfaction of the LGHOA.
- 8.1.7. None of the landscaping elements on the sidewalks may be removed or altered without the written permission of the LGHOA. Damage to the curb side, traffic signs, lampposts and other road markings will be for the account of the Homeowner associated with the offender, which will be levied against the Homeowner's levy account payable to the LGHOA.
- 8.1.8. Every Homeowner has a responsibility to the Estate community as a whole to maintain the area between the road curb and the boundary of his Stand and/or Unit, commonly referred to as the sidewalk. On taking occupation of a Stand / Unit, the new Registered Owner will have 2 (two) months within which to rehabilitate the sidewalk in front of their Stand / Unit (where applicable) in terms of the approved plan, or as may be determined by the Developer. The LGHOA will take no responsibility for any claims or loss or costs incurred if the sidewalk is used in terms of the municipality's or the LGHOA's authority.
- 8.1.9. Landscaping should not interfere with pedestrian traffic or obscure the vision of motorists. No trees or large shrubs should be planted on the sidewalk, Homeowners must liaise with the LGHOA to prevent trees being planted on top of sewer and water main lines. The Aesthetic Committee will establish and implement an approved landscaping guideline.
- 8.1.10. In the event of non-compliance, the LGHOA will establish the sidewalk as per the Architectural and Landscaping Guidelines and the cost will be deducted from the Homeowner's building deposit (the Homeowner will be given 1 week's prior notice),



LE GRAND

alternatively be levied against the Homeowner's monthly levy account.

8.1.11. Each Homeowner will at all times be responsible (financially and otherwise) for the conduct of his/her family members, Residential Guests, Accompanying Guests, Employees and Contractors entering the Estate.

8.1.12. Pet Policy

8.1.12.1. Only two pets per Stand is allowed.

8.1.12.2. All pets must wear a collar with a tag indicating name, telephone number and address of owner.

8.1.12.3. Stray pets will be apprehended and handed to the local SPCA.

8.1.12.4. Pets must be on a leash at all times on the Common Property and Facilities and must under no circumstances be allowed to swim in the dams.

8.1.12.5. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians, wild game as well as other pets are not attacked or harassed and that no nuisance or disturbance is caused to fellow Homeowners and Residential Guests at any time of the day or night.

8.1.12.6. Aggressive pets are not allowed, unless with the explicit, written permission of the LGHOA.

8.1.12.7. Deviation from the pet policy must be applied for with, and approved by the LGHOA.

8.1.12.8. The pet policy will be implemented by the LGHOA and its decision will be final. If pets are to be removed or the policy enforced by the LGHOA, the costs thereof will be for the Homeowner's account.

8.1.12.9. No pets may be bred for commercial purposes in the Estate.

8.1.12.10. All pets must be registered at the estate office with the following information of each pet:

- a) Name, breed, colour
- b) Photo of the pet

8.1.12.11. The LGHOA Board of Directors shall have the right to prohibit, restrict and control the keeping or removal of any pet which they regard as dangerous or a nuisance to other Homeowners and Residential Guests of the Estate.



LE GRAND

- 8.1.13. No refuse may be placed on the street unless on those days scheduled for removal by the service provider. All refuse must be stored in a closed bin to avoid the proliferation of flies etc. All refuse must be disposed of into plastic bags prior to collection. No loose litter will be removed. It is preferred that all residents make use of the recycle system as prescribed by local authorities to make use of different colour refuse bags. Detail available at the Le Grand Estate Office.
- 8.1.14. All yards and washing lines must be adequately screened from the street, common areas and neighbor's.
- 8.1.15. The use of fireworks is prohibited in the Estate.
- 8.1.16. The use of firearms for recreational purposes other than self-defense or emergencies will be met with criminal charges. In addition thereto, the perpetrator will be fined a minimum of R 10,000.00. Non-payment may result in legal action.
- 8.1.17. The use of petrol lawn mowers and grass cutters is prohibited on:
- 8.1.17.1. Saturdays before 07:00 and after 16:00;
 - 8.1.17.2. Sundays; and
 - 8.1.17.3. Public holidays.
- 8.1.18. No quad bikes or motorbikes are to be ridden on the walking trails, parks and paths or within the Estate (whichever is applicable) except when travelling between the Homeowners' Stand and/or Unit and the main gate for purposes of entering and exiting the Estate.
- 8.1.19. No slaughtering of animals, whether for religious, sacrificial or any other purposes is permitted on or in the Estate.
- 8.1.20. No private cemeteries are permitted on or in the Estate.
- 8.1.21. No sign boards of any nature are to be displayed on any part of a Stand or Unit (except the Stand / Unit number according to the Architectural Rules and Guidelines) or the Common Property and Facilities, without the approval of the LGHOA. If a Stand or Unit is for sale, specific board displays will be allowed in line with the guidelines from the LGHOA.
- 8.1.22. No drones are to be used in the Estate without the prior written consent of the Civil Aviation Authority (George) and the Estate Manager.

8.2. Recreation



LE GRAND

- 8.2.1. Use of the Estate amenities and recreational facilities and the Common Property and Facilities are at the sole risk of the user. Access to the Estate's amenities and roadways including any future facilities will be limited to Homeowners, their families, Residential Guests and Accompanying Guests over the age of 10 (ten) years. Children under the age of 10 (ten) years must be accompanied by an adult.
- 8.2.2. The aforesaid approved users and the responsible Homeowner must be current on their LGHOA levy payments and any other applicable fees in order to enjoy use of the amenities and recreational facilities in the Estate, and must comply with the following:
- 8.2.2.1. The responsible Homeowner must register his/her/its family members, Residential Guests, Accompanying Guests, Contractors and Employees with the Estate Management; and
- 8.2.2.2. These family members, Residential Guests, Accompanying Guests, Contractors and Employees must sign a waiver and acknowledgement of receipt of a copy of the common area & recreational facilities rules & guidelines which will be kept on file with the estate management.
- 8.2.3. Discharging of firearms, fireworks or open fires are prohibited;
- 8.2.4. Smoking is not permitted inside any recreational building (if applicable);
- 8.2.5. Roller skating, roller blading, skateboarding or bicycle riding is not permitted on any of the cemented walkways of the Common Property and Facilities (consent may however be granted by the LGHOA); and

8.3. Disclaimer of Responsibility

- 8.3.1. In accordance with the MOI, the LGHOA shall not be liable for injury to any person, occurring or suffered, on or in the Estate regardless of the cause thereof, nor shall the LGHOA be responsible for any theft of property occurring on or in the Estate nor for any damage to or loss of any property to whomsoever it may belong.
- 8.3.2. Homeowners acknowledge that they shall not, under any circumstances have any claim or right of action whatsoever against the Company for any damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them to the Company for any reason whatsoever.

8.4. Selling/Renting and Further Development.

- 8.4.1. In the event of any Homeowner (including his/her/its successors In title) intending at



LE GRAND

any time to market, sell, alienate or in any manner whatsoever dispose of his/her/its Stand or Unit (including without limitation a disposal of shares, member's interest or beneficial Interest in a juristic entity and/or trust), the selling Homeowner shall only employ or appoint an estate agent ("**the designated Estate Agent**") approved by the Developer, its successors in title or assigns during the Development Period, and thereafter the Company, which employment or appointment shall be subject to the following terms and conditions:

8.4.1.1. During the Development Period the Developer, its successors in title or assigns, and thereafter the Company, shall from time to time publish a panel ("**the Estate Agent Panel**") reflecting the designated Estate agents approved by the Developer or the Company as contemplated herein; and

8.4.1.2. The designated Estate Agent shall ensure that all the provisions contained in the MOI read in conjunction with the Rules are at all material times complied with, and communicated to prospective tenants and/or Homeowners.

8.4.2. The Homeowners are aware that the Development and Estate as contemplated herein constitutes a phased development and subsequently irrevocably grants the Developer the exclusive and unfettered right to extend the development and include such additional phases into the security parameter at its discretion, the owners of which will subsequently become members of LGHOA. The Developer is thus irrevocably authorized to effect such amendments to the MOI of LGHOA in order to allow the incorporation of such phases and Homeowners of the properties therein, as Members of the LGHOA.

8.4.3. The Homeowners irrevocably undertake not to object to any rezoning or new township establishment undertaken by the Developer, its nominee or successors in title within a 10km radius of the Estate.

8.4.4. As contemplated herein, the members irrevocably grant the Developer the right to:

8.4.4.1. Extend its proposed development;

8.4.4.2. Incorporate such new developments with the ambit of the MOI even though it falls beyond the boundary of the development;

8.4.4.3. Effect amendments to the MOI to accommodate and incorporate the new members as contemplated above.

8.5. Queries/Suggestions/Complaints

8.5.1. Homeowners should at all times feel free, through the Board of Directors, to make suggestions or raise any queries regarding anything to do with the Estate. The Board of Directors is always willing to assist with reasonable enquires.



LE GRAND

- 8.5.2. Requests will be dealt with as expeditiously as possible or, where necessary, referred to higher authority.
- 8.5.3. In the first instance, all complaints should be directed in writing or submitted electronically to the Board of Directors, where after appropriate action will be taken or the problem suitably explained. In circumstances regarding perceived fears or insecurities, an interview may be requested with the Board of Directors. Your Board of Directors encourages all Homeowners to raise any problems rather with it rather than seeking private opinions or advice from possibly uninformed third parties.

8.6. Your LGHOA

- 8.6.1. You, as a Homeowner, together with all the other Homeowners, comprise the only Members of the LGHOA (other than the Developer). It is therefore your LGHOA.
- 8.6.2. The members of staff of the LGHOA are dedicated to their duties in serving the Homeowners. They are in essence the Homeowners' employees and require the Homeowners' friendly co-operation in order to succeed, and their respect for them will always be in the best interests of the Estate as a whole.
- 8.6.3. Please take note that:
- 8.6.3.1. The Developer determines and designs, develops, sets and controls the theme and sells the Estate;
 - 8.6.3.2. The Estate Management company appointed by the LGHOA controls, manages and administers the day-to-day operations of the residential Estate, as well as the landscaped areas, common area buildings and amenities administratively and financially;
 - 8.6.3.3. The Homeowner shall only employ or appoint an Estate Agent approved by the Developer, its successors in title or assigns (or the LGHOA after the development period), to conduct all re-sales; and
 - 8.6.3.4. The Developer shall nominate the service providers for waste management, broad band IT, telephone services and security services (if and where applicable).

8.7. Pre-Construction Phase

- 8.7.1. Each Member (save for the Developer) undertakes to commence with the development of his/her/its Stand within 24 (twenty four) months from 01 January 2021, or within 24



LE GRAND

(twenty four) months from the Stand / Unit being transferred from the Developer (whichever occurs last), and complete same within 12 (twelve) months thereafter, irrespective of when transfer of a Stand or Unit is affected.

- 8.7.2. If a Registered Owner sells the Stand within the aforesaid period, the said period will not be extended and this article 8.7.1 will still apply to the new Registered Owner.
- 8.7.3. The Company may however in its sole discretion extend the periods contained in this clause 8.7, subject to the Developer's prior written consent.
- 8.7.4. Appeals on the building timeline may be submitted to the LGHOA Board for consideration. The LGHOA Board decision will be final.
- 8.7.5. Members are further referred to the content of the LGHOA's Architectural and Landscaping Rules and Guidelines and the LGHOA's Paint Schedule with which they are obliged to comply.

8.8. Construction Phase

Members are referred to the content of the LGHOA's Construction Rules and Regulations and the LGHOA's Penalty Structure, with which they are obliged to comply.

8.9. Post Construction Phase

Members are referred to the content of the LGHOA's Construction Rules and Regulations and the LGHOA's Penalty Structure, with which they are obliged to comply

8.10. Operational Phase

- 8.10.1. Maintenance and upkeep of open areas are the responsibility of the LGHOA.
- 8.10.2. All garden fences, walls, screen walls, etc., must be maintained by the Homeowners. Garden fences and walls must be maintained/painted and neglecting to do so will result in the LGHOA effecting the necessary upkeep, repairs and/or replacements and the cost charged to the Homeowner. Notice of this will be given to the Homeowner at least 7 days prior to execution thereof in order to give the Homeowner an opportunity to rectify it at own cost. Guidelines may be obtained from the BACC on this matter.
- 8.10.3. Should any property require upkeep or damage repair, it should be completed within 6 (six) months of commencement. Failing such the LGHOA reserves the right to impose a penalty levy as it determined reasonable.
- 8.10.4. No Homeowner will be permitted to burn any materials or rubbish on their Stands and/or Unit and on any sidewalks. Rubbish and/or materials may not be dumped on



LE GRAND

neighbouring properties. Notice to effect removal will be given 3 (three) days prior to removal thereof, where after costs of contracted removal service providers will be added to the offending Stand / Unit's Homeowner's levy account.

9. MAINTENANCE GUIDELINES

9.1. Property Maintenance

9.1.1. Common Property and Facilities:

The gate house, gates, perimeter fence, dams and community facility buildings (whichever is applicable) are all maintained by the LGHOA and the cost is part of all the Homeowners' levies.

9.1.2. Individual Houses

The maintenance of all residential dwellings on Stands and Units, whether internally or externally, including all railings, fencing and roofs are the responsibility of the respective Homeowner. Homeowners are required to maintain the exteriors of their buildings situated on their Stands / Unit to the high standard expected in the Estate. In the case of default, the LGHOA at its discretion may order a contractor or Homeowner to carry out suitable maintenance and charge the Homeowner accordingly.

10. ARCHITECTURAL & LANDSCAPING GUIDELINES

10.1. Guidelines

Members are referred to the LGHOA's Architectural and Landscaping Rules and Guidelines provided to the Members by the Developer during the Development Period, and thereafter by the LGHOA.

10.2. Building and Aesthetics Compliance Committee ('AC' or 'BACC')

An Aesthetics Committee ('AC') is established and appointed by the Developer during the Development Period and thereafter the LGHOA. The responsibility of the AC will be to evaluate proposed developments in terms of the established guidelines. Certain approval procedures must be followed and strictly adhered to. Each project will be closely monitored throughout its development period to ensure that the end result is per the approved plans. This will be strictly enforced by the Company and the AC.



LE GRAND

11. PLAN APPROVAL PROCEDURES

11.1. Rules & Regulations

- 11.1.1. No building or addition may be erected or altered without the approval of the BACC. This does not apply to internal alterations.
- 11.1.2. It is encouraged that all plans to be prepared by an Architectural Professional, which are well versed in the idiom of the Estate. The approval process must be strictly adhered too, as stipulated in the Rules.
- 11.1.3. The LGHOA however does not assume any liability in respect of the Member's plans, and that Members are urged to ensure that they comply with all legal, common law or by-laws governing same, in addition to the Rules.
- 11.1.4. Refer to Annex A and B for detailed Rules and Guidelines

12. SPECIFIC EXCLUSIONS & GENERAL INFORMATION

12.1. Normal Residential Operation

- 12.1.1. The Stands and Units may only be used for single family residential purposes and no other. No business or commercial buildings may be erected, or residences utilized for that purpose.
- 12.1.2. This excludes the sales functions of the Developer until the marketing of the Estate is complete.
- 12.1.3. No business activity or hobby which would cause aggravation or nuisance to fellow occupants, may be conducted including auctions and jumble sales.

12.2. Further Subdivision

No further subdivision or re-zoning of any Stand will be permitted without the prior written approval by the LGHOA (and the Developer during the Development Period).

12.3. Maintenance of Exteriors

- 12.3.1. Each Homeowner will maintain his Stand / Unit (both buildings and landscaping) to the satisfaction of the LGHOA.
- 12.3.2. Should re-coating of any external elements be considered by the Homeowner, this must be submitted to the BACC prior to works commencement. Non-compliance will



LE GRAND

be monitored and communicated to Homeowners. If non-compliance is not rectified in the warning period, penalties may be imposed by the LGHOA

12.4. Noxious and Alien Vegetation

No Homeowner shall permit the growth of noxious and/or alien vegetation on or in their Stands / Units or on the sidewalk or Common Property and Facilities.

12.5. Nuisances & Disturbance of Peace.

12.5.1. No Homeowner may permit unreasonable noise, odours or disturbances on or in their Stands and Units at any time.

12.5.2. All vehicles, trailers & boats must have designated garages/ carports on each Stand / Unit. No vehicles are to be left parked in other areas on a regular/permanent basis. No vehicles may be repaired or maintained in the Estate other than normal cleaning. Municipal guidelines regarding the aforementioned will be adhered to. Transgressors may be fined per incident by the LGHOA.

12.6. Garage Doors

Garage doors should be kept closed at all times except during normal operating activity.

13. LEGAL ASPECTS

13.1. Open Spaces

All open spaces as indicated on the layout shall be maintained by the LGHOA for the use benefit and enjoyment of all the homeowners within the Estate. This however does not override any of the conditions and/or regulations contained in the Rules and/or the MOI.

13.2. Use of Roads & Open Spaces

13.2.1. Each Homeowner is hereby granted an irrevocable, non-exclusive right to use the roads and open spaces subject to the provisions of the Rules and other directives issued by the LGHOA from time to time.

13.2.2. No social or other gatherings (park braais, etc) may be organized on open spaces and parks. No alcohol may be taken to or consumed on these spaces and no music is allowed.



LE GRAND

- 13.2.3. Such use however does not extent to the members of the public at large, and a Homeowner's right to utilize same automatically terminates upon a Homeowner no longer owning a Stand and/or Unit and being a member of the LGHOA.
- 13.2.4. In the event of a corporation, partnership, trust or other such juristic entity being a Homeowner, then such entity shall file with the LGHOA a certificate duly executed by such entity designating one family who shall have the benefit of such use of the roads and/or open spaces.

13.3. Management of Roads & Common Areas

- 13.3.1. The management of the roads will be the responsibility of the LGHOA.
- 13.3.2. Subject to the above, the LGHOA shall exercise all rights on the open spaces including, without limitation the right to reserve or grant further servitudes upon or under any part of the open spaces and the LGHOA shall administer, manage, operate, maintain, repair and replace as necessary all of the open spaces as well as any improvements thereupon.
- 13.3.3. Subject to the provisions of the MOI, the LGHOA may promulgate rules and regulations and can hereafter modify, alter or amend any rules and regulations with regard to the enjoyment of the open spaces subject to a perpetual servitude for government services to the Estate.

13.4. Insurance of Open Spaces & Common Property and Facilities

- 13.4.1. The LGHOA shall obtain and maintain policies of insurance providing coverage for the open spaces and the Common Property and Facilities as it deems fit, which will include casualty and hazard insurance for the then full replacement cost of the improvements located thereon.
- 13.4.2. This will also include such coverage against loss or damage by fire, sprinkler damage vandalism, wind storm or storm water. Additional insurance will be obtained and maintained against:
- 13.4.2.1. Comprehensive liability;
- 13.4.2.2. Floods; and
- 13.4.2.3. Fidelity insurance against dishonest officials, directors, and employees of the LGHOA.



LE GRAND

13.5. Reconstruction of Improvements

The LGHOA will promptly repair and reconstruct damaged improvements on open spaces and Common Property and Facilities in accordance with the manner in which such improvements were originally constructed immediately prior to such damage.

13.6. Construction & Maintenance of Roads

To be administered by the LGHOA.