

**AGREEMENT FOR THE LANDSCAPING AND MAINTENANCE OF PRIVATE  
OPEN SPACE (POS)**

**BETWEEN**

**THE DE ZALZE WINELANDS GOLF ESTATE HOMEOWNERS' ASSOCIATION  
(THE HOA)**

**DULY REPRESENTED BY  
PEET de WET  
(CEO)**

**&**

**MARLON PHILANDER  
(LANDSCAPING MANAGER)**

1. Preamble

Whereas there are various areas on the Estate that have been designated as Private Open Spaces (POS), which areas are designated for the use and enjoyment of all residents on De Zalze Winelands Golf Estate( The Estate) for various activities, from fishing at the dam to walking their dogs next to the river,

And whereas further the HOA is tasked with the maintenance of these areas.

No work may be undertaken by a homeowner on HOA owned POS area in any circumstance without a signed HOA POS agreement subjected to the following:

1.1.1. Only a registered Homeowner may apply for a POS agreement for landscaping adjacent to the specific property

1.1.2. A detailed landscape plan must be provided with plant species to be planted as per approved plants contained as per Environmental Management System.

[http://www.dezalzeho.co.za/document/1\\_bcb264054b302de76342d637b3b4f31d.pdf](http://www.dezalzeho.co.za/document/1_bcb264054b302de76342d637b3b4f31d.pdf)

1.1.3 No invasive pants species listed as per NEMBA (**National Environmental Management Biodiversity Act 2004**) will be allowed to be planted on HOA POS areas or any Private gardens.

<https://www.environment.co.za/weeds-invaders-alien-vegetation/alien-invasive-plants-list-for-south-africa.html>

1.1.4. Complete request form for changes proposed for Private Open Space area.

1.1.5. Written notifications to neighbours to inform them about work that will commence upon approval from HOA

1.1.6. Pay R1000 scrutiny fee

1.1.7. Written approval from the HOA offices to confirm plan has been approved and work may commence,

1.2. The terms of this agreement will also apply to any tenants of the property.

1.3. Any changes or additions to the approved plan, POS landscaping or signed agreement requires additional approval

## 2. Access

Unrestricted access for service providers and all Members to all designated POS is always mandatory, with no restrictions other than those imposed by the Estate Rules. The HOA's right to build footpaths at any time during the existence of this agreement is reserved. Such paths will be constructed after written notice setting out plans will be provided to the owner.

## 3. Ownership

The member acknowledges that this agreement in respect of the maintenance of relevant POS area does not convey any ownership or exclusive use rights. The HOA as the rightful owner of all De Zalze POS areas for whatever reason deems it necessary to revoke the agreement, it may do so

## 4. Maintenance

The member undertakes to maintain the area to the approved Horticultural standards. Maintenance include, but is not limited to, weeding, keeping plant beds neat, application of fertilisers, mulching, mowing, staking of trees if required, pruning and repair of irrigation systems. Should the member decide not to continue with the maintenance of the landscaping and Irrigation of the HOA POS, the POS agreement becomes null and void.

## 5. Irrigation

Water and irrigation installation are the responsibility of the owner. However, owners with access to turf valves for drag lines on POS, may make use of these to irrigate the POS area only. The owner may further, with the permission of the HOA install an irrigation system feeding from POS water (if available), which water may only be used for the POS area.

The right to use water from this source is subject to the owner using the resource sparingly and in a responsible manner. The HOA retains the right to restrict or terminate access, as well as providing instructions on the use of this water.

#### 6. Duration of Agreement

The agreement will remain valid for as long as the Member remains the registered owner of the property. If there are changes in Ownership the HOA POS agreement becomes null and void and is not transferrable

#### 7. Structures

No manmade structures such as garden furniture, braais, fences or barriers, outdoor lights or artwork/decorations may be added to these areas other than those placed there by the HOA.

#### 8. Cancellation

8.1 This agreement may be cancelled on three months' notice at any time in the sole and absolute discretion of the HOA, on good cause shown. "Good cause shown" shall include but not be limited to, a material breach of the agreement, a reasonable change in the requirements of the HOA, a change in the course or damage to the river, a change in the responsibilities of the SMA trust in the management of the river and surrounding area, or the area not being used in the manner originally intended and approved. In such an event, the Owner shall be obliged, at the discretion of the HOA, to reinstate the area to the satisfaction of the HOA.

8.2 Should the member commit any breach of any of the terms of this agreement and fail to remedy that breach within 7 days after the receipt of a written notice (which includes notice by email) to that effect by the HOA, the HOA shall be entitled to cancel this agreement and to restore the property to its original or natural state at the cost of the Owner. Alternatively, the HOA may elect to keep the contract in force and remedy the breach at the cost of the Owner. The cost relating to the time spent by HOA staff to attend to the investigation and rectification of contraventions of the contract will be for the Owner account, should a breach ultimately be found to have taken place.

Signed at .....on this the.....day of..... 2021

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Horticulturist and Landscaping Manager

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Witness

Signed at .....on this the.....day of..... 2021

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Owner

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Witness