

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

BETWEEN

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

AND

(THE OWNER)

1. Introduction

- 1.1 The parties have agreed that the owner may landscape and maintain the POS area as set out in the agreed plan, at their own cost. The installation of the landscaping must be in keeping with the final plan approved by the Estate appointed landscape architect.
- 1.2 The parties acknowledge that this agreement of the maintenance of the POS areas does not convey any ownership or exclusive use rights.
- 1.3 This agreement will remain valid for as long as the owner remains the registered owner of the property. Should the property be sold, the owner must bring the existence of this agreement to the attention of the new owners before transfer. Should the new owner not wish to continue with the agreement, the HOA may reinstate the POS area to its previous/natural state at the cost of the owner. Should the new owner agree, the parties will enter into a new agreement.
- 1.4 The terms of this agreement will apply to any tenants of the property.

2. Access

All owners will have access to the common area with no restrictions other than those imposed by the estate rules.

3. Maintenance

The Owner undertakes to maintain the area to the highest standards. Maintenance include, but is not limited to, weeding, keeping plant beds neat, application of fertilisers, mowing, pruning and repair of irrigation systems.

4. 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.

5. 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.

6. Cancellation

- 6.1 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.
- 6.2 Should the Owner 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 aton thisday of.....2020

Manager: Environment

Witness

Signed aton this the.....day of.....2020

Owner

Witness