

Home Owners Association (HOA) Rules and Regulations: The 100 Estate.

Version 1

1. Introduction and Core Mission

The 100 estate is an ultra-exclusive, self-sufficient retirement community based on a 100-hectare estate in Zimbabwe. These rules are established to ensure the tranquillity, security, and financial sustainability of the 100 member-owners. The community operates on a "Circular Economy" model where private luxury meets collective agricultural productivity. These Rules are binding upon the Members, Occupiers, Tenants and Visitors.

2. Residency and Membership

2.1. Member Eligibility

- Membership is strictly limited to the 100 Founding Members (or their succession in title upon transfer).
- At least one registered permanent occupier of each residential unit shall ordinarily be fifty (50) years of age or older, unless exempted under the transitional arrangements contained in the Constitution. This does not apply to the 100 founding residents or their children.
- **Prohibition of Short-Term Rentals:** To maintain security and the "sanctuary" atmosphere, short term letting less than 12 months, for example, **Airbnb and all other forms of short-term holiday rentals are strictly prohibited.** Properties may only be leased for long-term residency (minimum 12 months) subject to HOA Board approval and vetting of the tenant.

2.2. Guest Policy

- Guests are welcome for a period not exceeding 30 consecutive days per annum unless prior written consent is obtained from the HOA.
- Residents are responsible for the conduct of their guests at all times.

2.3 Acceptable use

- No business that creates noise, employ staff, attracts customers or generate deliveries.

- No unlicensed, abandoned or mechanically defective vehicle(s) may remain visible for more than fourteen (14) consecutive days without written approval.
- Heavy-duty vehicles or haulage trucks or small vans and trucks cannot be parked on member properties however, via approval by the HOA these could be stored at the agricultural workshops.

3. Infrastructure and Utilities

3.1. Solar Energy

- Every home must maintain a functional solar array (Minimum specification determined by the HOA Engineering Standards from time to time) as per the Estate's technical specifications.

3.2. Water Management

- Borehole water is a collective asset managed by the HOA.
- Usage is monitored via smart meters; excessive consumption beyond the allotted "Sovereign Tier" will incur penalties.

3.3. Waste and Biodigester

- All organic waste and sewage must be channelled into the central Estate biodigester.
- Disposal of non-biodegradable chemicals, plastics, or oils into the sewage system is strictly forbidden as it disrupts the biological balance of the digester.
- Residents shall be liable for damage to Estate infrastructure through negligent disposal.

4. Architectural and Aesthetic Standards

4.1. Design Harmony

- All renovations or external modifications must be approved by the Architectural Review Committee (ARC).
- Fences between homes are prohibited to maintain the "Open Orchard" aesthetic; natural hedging may be used with height restrictions.

4.2. Maintenance

- Homeowners are responsible for the upkeep of their primary structure.

- The HOA manages all "Productive Land" (The 55ha Macadamia Orchard) and common areas (Tennis Courts, Pools).

5. The Commercial Orchard (Agri-Revenue)

5.1. Harvesting and Access

- The 55-hectare Macadamia/Avocado orchard is a managed commercial zone.
- Residents have "Walking Rights" but must not interfere with commercial harvesting, spraying, or maintenance schedules.
- Revenue from the orchard is first applied to Estate Security, Utilities, and the "Zero-Levy" maintenance fund before any surplus dividends are distributed.

6. Common Facilities

6.1. Wellness Center (Pools and Tennis Courts)

- Facilities are for the exclusive use of residents and their accompanied guests.
- Subject to applicable law, all persons using the Estate's recreational and sporting facilities do so voluntarily and at their own risk.
- Users are expected to exercise reasonable care for their own safety and the safety of others and to comply with all posted rules and lawful instructions issued by the HOA or its authorised representatives.
- Residents and guests shall use all recreational, sporting and wellness facilities responsibly and in accordance with any operating procedures or safety notices issued by the HOA.
- Parents, guardians or supervising adults shall remain responsible for the conduct and safety of minors using the Common Facilities.
- The 25m Lap Pool and Hydro-pool are solar-heated and managed by the HOA.
- Tennis courts must be booked via the internal "The 100" app.
- Use of all facilities has a fair usage clause to ensure common facilities are not abused.

6.2. The Clinic

- The on-site clinic provides 24/7 nurse-led care and telemedicine.
- High-dependency care or specialised treatments are billed individually, though basic triage and wellness checks are covered by the estate fund.
- The HOA shall not be providing medical care.

6.3 Damage to Common Facilities

Residents shall exercise reasonable care when using the Estate's Common Facilities and shall ensure that their guests do likewise.

A Member shall be responsible for any loss or damage to the Common Facilities caused by the negligent, reckless or intentional acts or omissions of:

the Member;
members of the Member's household;
tenants or occupiers of the Member's property; or
the Member's invited guests, contractors or visitors.

Where damage occurs, the HOA may recover from the responsible Member the reasonable cost of repairing or replacing the damaged property, provided that the Member has first been given written notice of the alleged damage and a reasonable opportunity to make representations before liability is determined.

Fair wear and tear resulting from normal use shall not constitute damage for the purposes of this Rule.

7. Security and Safety

7.1. Perimeter and AI Security

- The Estate utilises AI-enabled thermal cameras and 24/7 armed rapid response.
- Residents must comply with all gate access protocols and biometric registration.

7.2. Quiet Hours

- To ensure tranquility, high-noise activities (construction, loud music) are restricted between 20:00 and 08:00 daily. Any exceptions shall be provided in writing.

8. Penalties and Enforcement

- The HOA Board reserves the right to issue fines for breaches of these rules.
- Persistent violation of the "No Airbnb" policy or interference with the collective tranquillity of the Estate may result in legal action or suspension of access to common amenities.

9. Selling your share

All sales are subject to granting of Compliance Certificate and Membership approval on objective criteria. The HOA may only refuse approval where: purchaser fails security vetting, purchaser fails,

age qualification, purchaser refuses to sign HOA Constitution and purchaser fails financial requirements.

10. Indemnity

To the fullest extent permitted by the laws of Zimbabwe, each Member agrees to indemnify and hold harmless the HOA, its Directors, Committee Members, employees and authorised agents against any claim, loss, liability, damage or expense arising from:

the Member's breach of these Rules;
the negligent, reckless or intentional acts or omissions of the Member, members of the Member's household, tenants, guests, contractors or invitees; or
damage caused to the Common Facilities for which the Member is responsible.

This indemnity shall not apply where the claim arises solely from the gross negligence, wilful misconduct or unlawful conduct of the HOA or its authorised representatives.

Approved by the Founding Committee of The 100 Estate