

ZULULAMI ESTATE RULES AND REGULATIONS

INTRODUCTION

Zululami Estate has been designed to provide a secure upmarket lifestyle without compromise for the benefit of a community of people who share a common ethos.

Rules provide a means of protecting this lifestyle through an acceptable code for harmonious living without interfering with others' enjoyment, to the benefit of all, with an emphasis on functionality, aesthetics and security.

Genuine respect and consideration by all residents for each other will obviously assure agreeable accord and contented association on the Estate. In the event of discord, the parties involved should attempt as far as possible to settle the matter between them, exercising respect, tolerance and consideration for each other.

These rules have been made by the Board of the Association in terms of Article 24 of the Memorandum for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, amend or repeal any rule at any appropriate time.

The provisions of these rules shall be binding upon all Members equally and insofar as they may be applicable, to all persons occupying any residence by, through or under any member whatever the nature of such occupation.

The Board also has the right to impose financial penalties (fines) to be paid by those Members who fail to comply with the rules. Fines, where imposed, shall be deemed to be part of the levy due by the Member. Further, the Board may enforce the provisions of any rule by application to the ombud in terms of Act 9/2011.

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1. INTERPRETATION AND DEFINITIONS

- 1.1 The clause headings in these Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these Rules, notwithstanding that it is only contained in the interpretation clause.
- 1.4 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.5 These Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.6 In these Rules, unless inconsistent with or otherwise indicated by the context: –
- 1.6.1 “the Act” means the Companies Act 71 of 2008;
- 1.6.2 “Act 9/2011 means the Community Schemes Ombud Service Act No. 9 of 2011 as amended, and any regulations in force thereunder from time to time;
- 1.6.3 “Association” means Zululami Estate Management Association (RF) NPC registration number: _____, a company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.6.4 “Board” means the Board of Directors of the Association for the time being;
- 1.6.5 “Body Corporate” means a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Company as defined in Section 1 of the

Share Blocks Control Act;

- 1.6.6 “Common Areas” means the common areas within the Estate, which areas shall include, inter alia, open spaces, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares within the Estate;
- 1.6.7 “Clubhouse” means an Estate clubhouse, a private recreational centre owned by the Association, to be operated by it or its agents and intended for the use of and enjoyment by Members and their invitees;
- 1.6.8 “Design Review Committee” means the committee as provided for in Articles 20 and 30 of the MOI;
- 1.6.9 “Developer” means Zelpy 2084 Proprietary Limited (Registration No. 2003/019743/07), including its successors and assigns;
- 1.6.10 “Design Code” means the design code, as updated from time to time, of the Association in respect of the Estate, a copy of which is available from the offices of the Association;
- 1.6.11 “Directors” means the directors for the time being of the Association or their alternates, as the case may be;
- 1.6.12 “Dwelling” means a Unit or building on an Erf within the Estate;
- 1.6.13 “Erf” means any freehold subdivision capable of separate ownership in Law, whether such subdivision is improved or not;
- 1.6.14 “Estate” means Zululami Estate comprising erven 489, 516 and 628 Sheffield Beach, together with such additional property as may be incorporated into the Estate by the Developer, as contemplated in Article 36 of the MOI;
- 1.6.15 “Estate Manager” person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate, if applicable;
- 1.6.16 “Immovable Property” means an Erf or a Unit in the Estate;

- 1.6.17 “Landscape Code” means the landscape code as amended from time to time, a copy of which is available from the offices of the Association;
- 1.6.18 “Member” means: -
- 1.6.18.1 an Owner; and
- 1.6.18.2 the Developer, during the Development Period (although, it is recorded that, the Developer shall continue to be a Member after the expiry of the Development Period, if the Developer is then an Owner).
- 1.6.19 “MOI” means the Memorandum of Incorporation of the Association;
- 1.6.20 “Owner” means an owner of Immovable Property or an undivided share in Immovable Property in the Estate;
- 1.6.21 “Residence” means a Dwelling;
- 1.6.22 “Resident” means any person who is resident at the Estate and includes Owners and members of their families, their guests, their authorized tenants, any visitor to the Estate and any third party occupying a Residence in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these Rules;
- 1.6.23 “Rules” means the rules as contained in this document;
- 1.6.24 “Sectional Title Scheme” means a scheme to be laid out on a portion of the Estate and “Scheme” has the corresponding meaning;
- 1.6.25 “Unit” means a sectional title unit under provisions of the Sectional Titles Act, where a sectional title scheme has been established on any Erf;
- 1.6.26 any reference to the singular includes the plural and vice versa;
- 1.6.27 any reference to natural persons includes legal persons and vice versa;
- 1.6.28 any reference to gender includes the other genders;

1.6.29 words and phrases defined in the constitution bear corresponding meanings herein.

2. APPLICATION OF RULES

2.1 As from the date of registration of these Rules they shall all apply forthwith and all Owners shall be required to abide thereby.

2.2 Any contravention of the Rules by any person who gains access to the Estate under the authorisation of an Owner/Resident shall be deemed to be a contravention by that Owner.

3. USE AND OCCUPATION OF A DWELLING

3.1 Use of a Dwelling

The use of a Dwelling shall be governed by the town planning scheme in force at any time or any other approved scheme applicable to the Estate from time to time. A Dwelling, excluding those Units and/or Erven in the ownership of or managed by the Association, may be used for residential purposes only.

3.2 Occupation

The maximum number of persons allowed to reside at one time in a Dwelling shall not exceed the number of legitimate bedrooms in the Dwelling multiplied by two.

3.3 Drying of washing

No clothing, household linen or general washing of any nature may be hung out or placed anywhere to dry so as to be visible to the public or neighbours.

3.4 Storage of harmful substances

No harmful substances or substances which contravene the Estate environmental management plan may be kept on the Estate other than in such quantities as may reasonably be required for domestic purposes.

3.5 Attachments to Dwellings

Nothing may be placed on or attached to a Dwelling, other than in accordance with prior written approval from the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. This item applies to, but is in no way limited to, the likes of external air conditioning units, awnings, satellite dishes, poles etc. even when not directly attached to the building.

3.6 Fences

Boundary fencing is not permitted. Where fencing is required, for example, around swimming pools, for the confinement of pets (other than that approved on original plan submissions) etc., the style and position must be strictly in accordance with the Design Code and no fencing may be installed until written approval of the Design Review Committee has been obtained.

3.7 Sheds, dolls/play houses and jungle gyms

Free standing sheds, dolls houses, children's play houses or jungle gyms (play centres) in gardens require written permission from the Association prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and will have no possible detrimental effects on neighbours. It is recommended liaison be made with neighbours before any of the above are applied for.

3.8 Jacuzzis/ plunge pools and/or gazebos

Plans for jacuzzis/plunge pools and/or gazebos must be approved in writing prior to installation.

3.9 Flags, flag poles or radio aerials on poles

No flags, flag poles or radio aerials on poles may be erected on the Immovable Property.

3.10 **Burglar guards/security gates**

No Owner/Resident shall install any locking or safety device, safety gate or insect screen on the exterior of his Dwelling or any burglar bars either internally or externally on his Dwelling except with the prior written approval of the Design Review Committee. When granting such approval, subject to the indemnity in clause 18 in favour of the Association and the Developer, the Association and/or Design Review Committee may prescribe any reasonable condition, including the condition that the nature and design of the device, gate and burglar bars are of a uniform nature and specification within the Estate. Any such device, gate, burglar bars, screens or guards shall at all times be maintained, repaired and/or renovated by the Owner/Resident to the satisfaction of the Association.

3.11 **External appearance**

- 3.11.1 Curtains, blinds or any other fitment on windows directly visible from the outside of a Residence must be of appearance harmonious to the general Estate. Curtain linings, shutters and blinds should not present too harsh a view in relation to the colours approved for the exterior of homes and are therefore required to be either white in colour or substantially the same colour as the exterior wall in which it is viewed.
- 3.11.2 Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols or whatever, which in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of the Estate may not be displayed to view in any part of the Estate.
- 3.11.3 Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.
- 3.11.4 The use of any kind of shade cloth, except during the course of approved construction and the landscaping of the planting servitude, is prohibited.

4. UPKEEP AND MAINTENANCE OF DWELLINGS

4.1 Internal maintenance

The maintenance of the interior of all Dwellings is the responsibility of the Owner and is to be carried out by such Owner at his own cost.

4.2 External maintenance of a freehold Dwelling

4.2.1 The exterior of a Dwelling together with its fences, screens, arches, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.

4.2.2 Prior to any painting of the exterior of a Dwelling it is required that the approval of the Association is obtained for the colours to be used.

4.2.3 Where in the opinion of the Association the condition of a Dwelling is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time.

4.2.4 Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

4.3 External maintenance of a Sectional Title Dwelling

The maintenance of the exterior of all Units in Sectional Title Schemes is to be carried out by the respective Bodies Corporate, the cost of which will be included in the levy payable to the Bodies Corporate.

5. UPKEEP AND MAINTENANCE OF GARDENS

5.1 Bodies Corporate

Gardens will be maintained by contractors appointed by the Bodies Corporate, the cost of which will be included in the levy payable by the Owner. Planting of the common areas is not permitted by Owners.

5.2 Freehold Dwellings

5.2.1 Every Owner shall be obliged to maintain his/her specific property to the standards as determined from time to time by the Association's Landscape Code.

5.2.2 Where in the opinion of the Association the condition of a garden is not up to the required standards of the Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner

5.3 Accredited landscapers

The Association shall maintain a list of accredited landscapers with whom Owners may contract for their private gardens.

5.4 Removal of or damage to vegetation

Extensive pruning, felling or untoward damage of trees and shrubs is not permitted without prior written permission from the Association. The entire Estate area operates under the auspices of an environmental management plan and therefore such permission will not be granted lightly. Any requests for the removal of trees or shrubs must be motivated in writing to the Association's offices for consideration. General pruning, trimming and weeding within private properties in the pursuit of garden maintenance is acceptable, however, Estate

management reserves the right to intercede where the maintenance of gardens conflicts with the Landscape Code of the Estate.

5.5 Gardening onto verges

Verges falling within the planting servitude registered over the Owner's property shall be maintained by the Association. Planting within the servitude by Owners may be condoned but only with the express permission of the Design Review Committee and in accordance with the Estate Landscape Code.

6. DOMESTIC REFUSE

- 6.1 The collection and removal of domestic and garden refuse is under the control of the Association but undertaken by the KwaDukuza Municipality (DSW) on prescribed days.
- 6.2 All domestic refuse shall be put into approved plastic bags supplied by the local authority and kept in green wheelie bins, purchased by the Resident, in a suitable place within the property and screened from the public and neighbour's view. On prescribed days and at prescribed times, these bins must be placed by the Resident on the sidewalk outside the property ready for collection. These bins may not be placed on the sidewalk on any other day.
- 6.3 The Association will not be responsible for collection of any refuse not placed in the required marked municipal bags.
- 6.4 Under no circumstance may refuse be put out or left out overnight or over weekends.
- 6.5 Garden refuse is not to be placed in the black bags. The municipality provides white plastic bags for this purpose. Grass cuttings, leaves and branches, cut into manageable sizes, and other garden refuse can be placed in the garden refuse bags. Residents are requested not to place stones, sand, soil, cement or building rubble in these bags.
- 6.6 Residents may not dispose of any refuse, including garden refuse, on any private Erf or the Common Areas within the Estate.

6.7 The disposal of any domestic animal remains will be the responsibility of the Owner. This has to be done through private arrangement with the local authority and costs thereof will be for the Owner's account. No domestic animal remains may be buried on the Estate.

6.8 No burning or burying of garden or other refuse is permitted on the Estate.

6.9 Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service is the responsibility of the Owner and the Owner shall make special arrangements with a private contractor and all costs thereof shall be for the Owner's account.

7. THE RIGHT TO KEEP AND THE CONTROL OF PETS

7.1 Local authority bylaws relating to pets (e.g. rabies and other inoculations) must be complied with. Veterinary certificates must be submitted to the Association annually.

7.2 Cats are not allowed on the Estate.

7.3 No more than two small/medium dogs are permitted per household with the consent of the Association as provided for in 7.6.1 below. The Association reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wildlife. Permission will not be given in respect of the following breeds of dogs:

7.3.1 Boerboel

7.3.2 Bull Terrier

7.3.3 Doberman Pinscher

7.3.4 Pit Bull

7.3.5 Rottweiler

- 7.4 Sectional Title developments (the Bodies Corporate) may, in their own rules, ban the keeping of dogs, or other pets within their Body Corporate area. They may not allow more than the number permitted by the Association.
- 7.5 When considering a dog, Residents need to bear in mind the size of their properties and regulations regarding the maximum area of fencing allowed.
- 7.6 Prior to bringing a pet onto the Estate or when replacing a pet, the following conditions must be met:
- 7.6.1 Written permission must be obtained from the Association. (This permission will not be unreasonably withheld provided compliance with this Rule 7 is satisfied.)
- 7.6.2 All female pets must be spayed. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 7.6.3 Each dog must, at all times, wear a collar with a name tag indicating the dog owner's name and telephone number.
- 7.6.4 All pets must be microchipped and a certificate of compliance produced when permission is sought to keep the pet;
- 7.6.5 Dogs must be kept in an adequately enclosed area within the dog owner's property and when outside the dog owner's property must, at all times, be on a short leash and under the control of a responsible person. Any dog observed not being on a leash will result in a spot fine being levied against the Owner.
- 7.6.6 Stray pets without a name tag will be handed over to the SPCA or municipal pound and any costs incurred will be for the Owner's account.
- 7.6.7 Fouling by pets on property belonging to the Estate or to other Owners is not permitted. The owner of the pet must remove all droppings immediately. Dog owners are advised to carry a scoop or plastic bag when walking their pets outside their own property.

- 7.6.8 Pets may not be allowed to be a nuisance or cause a disturbance and no pet may be left alone inside a Residence for an extended period of more than 12 hours.
- 7.6.9 Pets may not be left unattended in a Residence overnight. Suitable arrangements of engaging a friend or house sitter must be made or the pets must be taken to premises off the Estate.
- 7.6.10 Aviaries are not permitted.
- 7.6.11 Domestic animals and wildlife (other than dogs), e.g. pigeons, poultry, peacocks, cattle, sheep, goats, reptiles, rodents, etc. are not allowed to be kept on the Estate, whether caged or not.
- 7.6.12 Any animal or bird in contravention of these rules present on the Estate will be removed forthwith on notice from the Association.
- 7.6.13 The Association reserves the right to insist that any pet that becomes a nuisance or, if any of the above Rules are not adhered to, be removed from the Estate.

8. SECURITY

- 8.1 The Association provides general security for the Estate, including management of the perimeter wall/fence and access controls.
- 8.2 All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate. The right of admission to the Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to the Estate. To this end, Residents must familiarize themselves with, and abide by the Security Protocol, a copy of which is available from the office of the Association.
- 8.3 Security is a shared responsibility. Residents must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

8.4 Residents shall apply for registration of any proposed permanent or part-time domestic workers in accordance with the Security Protocol. Should the services of any employee be terminated, for whatever reason, then security and the Association must be notified immediately by the Resident in order that de-registration may be effected.

8.5 Any owner wishing to install a burglar alarm or armed response system is obliged to use the services of the security company contracted by the Association to manage the security of the Estate. There are considerable benefits, such as favourable rates, in using the Estate's service provider.

8.6 Burglar alarms are to be of the non-audible type.

9. CONTROL OF VEHICLES ETC.

9.1 Road traffic legislation, regulations and ordinances shall apply on the Estate. For the purpose of this Rule 9, "vehicle" shall mean a vehicle as defined in Section 1 of the National Road Traffic Act No 93 of 1996, as amended from time to time, including any device designed or adapted mainly to travel on wheels.

9.2 The roads throughout the Estate are for the use of all and this places additional responsibility for awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.

9.3 A maximum speed limit of 40 (forty) km/ph. shall apply provided that lower speed limits may be imposed by the Association where it deems fit.

9.4 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within the Estate is prohibited.

9.5 Pedestrians must be given the right of way on the roads within the Estate and at their applicable crossings.

9.6 No person shall operate any vehicle upon any place within the Estate unless he is the holder of a valid driver's licence and the vehicle is licenced for use on a public road.

- 9.7 Parking on sidewalks and open lawned areas is prohibited, and parking is limited to areas so designated for that purpose. The Association shall have the right to wheel clamp any vehicle found to contravene this Rule 9.7 and to fine the Resident responsible therefore and to keep the vehicles wheels clamped until the fine has been duly paid. Where the vehicle is causing an obstruction, the Association may have the vehicle removed at the cost of the Resident responsible therefore.
- 9.8 The use of car hooters within the Estate to beckon or attract Residents or domestic workers is prohibited.
- 9.9 Any caravan, boat or trailer may be parked inside the Estate only with the written permission of the Association. Such permission will only be given if such item can be situated inside an enclosed garage/in an undercover parking bay.
- 9.10 Scooter bikes, beach or dune buggies, off road bikes, or any motorised vehicles or scooters, etc. with noisy engines/exhausts must be in possession of a valid licence. Such vehicles may only be driven on the roads in a quiet manner to allow access from the gates to the residence and back. "Roaring" around the Estate is not permitted.
- 9.11 Golf carts/electric carts are permitted on the Estate. Such vehicles may only be driven by persons in possession of a valid licence on the roads in a quiet manner to allow access from the gates to the residence and back.
- 9.12 No quad bikes are permitted on the Estate other than those used by Estate security or maintenance staff.
- 9.13 Skates (skateboards, in-line skates, roller blades, roller skates, etc.) and bicycles may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating/cycling and get off the road when pedestrians or vehicles approach.
- 9.14 No child shall be permitted to ride or operate any powered or unpowered form of transport, including a bicycle, tricycle, skateboard or similar device, within the Estate unsupervised. The sole responsibility in respect of the riding or operation

of any powered or unpowered transport within the Estate by a minor child shall rest with the parent or guardian of such child.

- 9.15 No repairs to or dismantling of any vehicle may be carried out on the Estate or sectional title common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 9.16 No vehicles may be washed on common property and no fire hydrants or fire hoses may be used for this purpose.
- 9.17 Oil, grease or fluid must not be allowed to soil any portion of the Estate Common Areas and should this occur the Owner shall be responsible to expeditiously clean and remove all traces.
- 9.18 Furniture removal/deliveries are not permitted without the prior written consent of the Association on Sundays or public holidays nor before 07:00 and after 17:00 on weekdays nor before 07:00 and after 15:00 on Saturdays.
- 9.19 No vehicles in excess of 5 tons may enter the Estate. Should the delivery vehicle be more than 5 tons then a shuttle must be provided. In these circumstances, it is the Owner's responsibility to ensure that that the delivery company is forewarned.
- 9.20 No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
- 9.21 The Board reserves the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings.
- 9.22 Vehicles parking or entering the Estate do so at the owners' risk and responsibility, and no liability will be attached to the Association or its employees for any loss or damage of whatever nature, which the owner, or any person claiming through him, may suffer as a consequence of the vehicle having been parked on the Association property.

10. COMMON AREAS AND ENVIRONMENTAL ASPECTS

10.1 The Association shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora in accordance with the Estate environmental management plan and Landscape Code, for the use by, and the enjoyment of, all Residents. All persons using these areas are urged to do so with the utmost respect for nature.

The Association's Rules regarding these areas are as follows:

- 10.1.1 No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Residents.
- 10.1.2 The lighting of fires in any Common Areas on the Estate is prohibited, other than in a proper fire pit specifically built for that purpose.
- 10.1.3 Picnicking is permitted on the Common Areas under the jurisdiction of the Association; however please respect the privacy of Residents.
- 10.1.4 Braaing is restricted to the designated braai areas provided.
- 10.1.5 Disturbing, collecting or destroying of plant material is prohibited, unless authorized by Estate Management.
- 10.1.6 Disturbing, harming or destroying any wild animal, reptile, insect or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of the Estate Management).
- 10.1.7 The use of any Common Areas in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.
- 10.1.8 Littering or discarding of any item whatsoever on the Estate is prohibited except in receptacles specially provided.

- 10.1.9 The pollution of any dam, pond or stream is prohibited.
- 10.1.10 No person shall conduct any gardening and/or landscaping on the Common Areas or pick any flowers or plants on or about the Common Areas without the prior written authority of the Association.
- 10.1.11 The Association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.

11. LETTING AND RESALE

11.1 Consent of the Association required when letting or selling

The consent to let/sell a property within the Estate must first be obtained by the Owner in writing from the Association by way of clearance certificates. Such consent shall be subject to all dues having been fully paid and all other conditions of the Association having been satisfactorily discharged.

11.2 Conditions for letting

- 11.2.1 An Owner (or his agent) who intends to let a Residence shall –
 - 11.2.1.1 along with his proposed tenant, complete the formalities, requirements and documents, in particular the use of the standard agreement of lease [No other agreements will be accepted.] as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of tenants;
 - 11.2.1.2 furnish his tenant with a copy of these Rules; and
 - 11.2.1.3 furnish the Association with a copy of the relevant signed lease at least 2 working days before the commencement of the lease in order for the Association to give consent and approve the lease.
- 11.2.2 Approval by the Board of the Association will not be valid unless conveyed in writing by the Association to the Owner and the prospective tenant.

- 11.2.3 Clause 11.2.2. notwithstanding, the Owner must be aware that any contravention of the Rules by any Resident shall be deemed to be a contravention by the Owner.
- 11.2.4 Every tenant shall be required to register with the Association on arrival failing which the Association shall be entitled to deny that tenant access to the Estate.
- 11.2.5 Tenants may use the Clubhouse as nominee of the Owner whilst in residence on the Estate but are subject to these Rules whilst so resident.
- 11.2.6 If any Resident fails to comply with any of the provisions of these Rules, the Association shall be entitled to deny that Resident access to the Estate.
- 11.2.7 Should any tenant be considered in the opinion of the Association to be or to have become unsuitable or undesirable, the Owner shall on notification from the Board of the Association immediately serve such tenants with a notice to depart from the Estate within one month. No reasons for its opinion need be given by the Board. Any costs incurred through termination of any agreement with a tenant shall be for the Owner's account and no claim for loss of damages in this connection will be entertained by the Association.
- 11.2.8 Short term leases are defined as leases shorter than 1 (one) month All short-term leases must be done through the Association using the prescribed form for short term leases.

11.3 **Conditions for resale**

- 11.3.1 An Owner wishing to sell or transfer his property must comply with all the requirements and special conditions as prescribed by the Association from time to time.
- 11.3.2 The consent to transfer ownership of property within the Estate must be obtained in writing from the Association by the conveyancers upon payment of a prescribed fee to be determined annually by the Board of the Association. The consent shall only be provided once the Owner has settled

all levies and fulfilled all other obligations to the Association and the new owner has signed an application for membership of the Association, agreeing to become a member of the Association and to abide by its MOI, Rules and any other requirements of the Association, and such application has been accepted by the Association and all amounts due and payable have been paid or secured to the satisfaction of the Association.

11.4 Use of estate agencies

An Owner wishing to dispose of a Residence within the Estate and who requires the services of an estate agency in regard to such disposal/letting must arrange the sale through the accredited estate agency/agencies mandated by the Association.

11.5 Association fee for resale/letting

In order to ensure all requirements of, and obligations to, the Association are met, the Association shall charge an administration fee to the Owner, in amount to be determined by the Board from time to time. Where an estate agency is involved, this fee shall be payable to the Association by the estate agency concerned.

11.6 Change of Ownership (Corporate or Trust owned sections)

If an owner is a company, close corporation or trust, then no shares, member's interest or beneficial interest in the Owner shall be allotted or transferred so as to result in the alteration of the control of the Owner except with the prior written consent of the Association (which consent shall not be unreasonably withheld) and after the Association has issued a clearance certificate to the effect that all levies have been paid or that provision has been made to the satisfaction of the Association for the payment thereof. Where the change to ownership occurs as set out above, the new ownership shall, subject to Article 23.18 of the Memorandum, be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place. At reasonable times, an owner shall permit the Association, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters

of Authority and any other document as requested in order to ascertain details of the owner.

12. CONDUCT

- 12.1 No firearms and crossbows are permitted in the Common Areas.
- 12.2 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Residents. In particular, and without limiting the generality of the foregoing –
- 12.2.1 burglar alarms must comply with any regulations which the Association may make with regard thereto from time to time;
- 12.2.2 all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 12.2.3 the use of noisy machinery and power tools outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;
- 12.2.4 generators shall only be run during electricity outage periods, and not between 10 pm and 6 am. The decibel level of a generator shall not exceed 50 dBA at the boundary of a neighbour's property.
- 12.2.5 all work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval is given by the Association for building operations to take place outside such hours. Home Owners must ensure that all builders/contracts comply with the rules and guidelines;
- 12.2.6 Loud music is not allowed and all other undue noise must cease between 22:00 and 06:30. At weekends mechanized equipment, including but not limited to lawnmowers, edge trimmers and power tools, may only be used on the Estate on Saturdays between 08:00 and 14:00 and not at all on Sundays and Public Holidays.

- 12.3 Fireworks are strictly prohibited.
- 12.4 No animal, bird or reptile may be slaughtered within the Estate.
- 12.5 No helicopter or other aerial conveyance may be landed at any place on the Estate without the prior written consent of the Estate Management. (This rule shall not apply to legitimate emergency services performing special duties or rescue operations).
- 12.6 No drones may be operated within the boundaries of the Estate without the express written consent of the Estate management.
- 12.7 The following behaviour will not be tolerated by Residents:
- 12.7.1 consumption of alcohol in public or beyond the boundaries of the Unit/Erf, except in those Common Areas that are designated by the Association for entertainment, i.e. braai areas, fire pits etc.;
 - 12.7.2 malicious damage to property;
 - 12.7.3 being in possession of Estate property unlawfully;
 - 12.7.4 reckless endangerment of lives or animals/birds on the Estate;
 - 12.7.5 assault, attempt there-of, intimidations or threats of violence;
 - 12.7.6 public indecency; and
 - 12.7.7 illegal trespassing.
- 12.8 All Estate bulk supply installations, generators, pumps, etc. are strictly out of bounds to everyone other than the Board and their appointees.
- 12.9 In the event of differences or annoyances arising between Owners/Residents, the parties shall, in the first instance, attempt as far as possible to settle the matter between themselves while exercising respect, tolerance and consideration. Should any dispute not be resolved privately then an appeal may be made in writing to the Association seeking a ruling/resolution to the problem.

Any dispute between Owners/Residents which remains unresolved shall be submitted to the ombud in accordance with Act 9/2011.

13. CONSTRUCTION OF DWELLINGS AND ALTERATIONS

- 13.1 To ensure that all Dwellings are built strictly in accordance with the agreed design principles established for Zululami Estate, a Design Review Committee has been formed by the Developer and is managed by the Association. Strict guidelines for building on the Estate that incorporate the basic principles, are covered in the Design Code and Landscape Code which can be downloaded from the Estate's website or which can be obtained from the Association's offices.
- 13.2 To ensure that the building meets with the aesthetics and the conditions of establishment of the Estate, prior approval of any building plans must be obtained from the Association, who will record an "Approval in Principle" before submission to the Local Authority. The KwaDukuza Municipality is the relevant enforcement authority in this regard. The requirements for submission of plans are covered in the above-mentioned Design Code.
- 13.3 The Association's right of control will include any extensions or alterations to existing Dwellings or other structures that, when complete, is visible from the outside of the building. This includes fences, gardens and or any material changes.
- 13.4 Any arrangements, contracts or agreements made with contractors and/or sub-contractors will be subject to the rules and regulations contained in the Design and Landscape Codes.

14. CLUBHOUSE AND ASSOCIATED AMENITIES

The Clubhouse and associated amenities may be booked for functions through the Association.

14.1 Opening hours

- 14.1.1 The Clubhouse opens daily at 07h00 and closes at 22h00.

14.1.2 The Diningroom kitchen closes at 20h30 and the Clubhouse closes completely at 22h00.

14.2 **Membership and guests**

14.2.1 Owners shall be obliged to become and remain a member of the Clubhouse for the duration of the ownership of a Residence. Membership of the Clubhouse shall entitle the Owner and his invitees to utilize the facilities of the Clubhouse, subject to the Association's rules and regulations and provided the dues payable by the Owner to the Association are current. Where the Owner is a syndicate or partnership of respective co-owners, each such co-owner shall be required to become a member of the Clubhouse. Where the Owner is an artificial person (such as a close corporation, company or trust) these conditions of membership will apply in respect of each individual nominee of the Owner.

14.2.2 In the event of the Owner leasing the Residence, then in that event, the Owner shall nominate his tenant as the beneficiary of the Owner's membership of the Clubhouse, in which event the tenant shall be entitled to exercise all the Owner's rights of membership of the Clubhouse to the exclusion of the Owner.

14.2.3 Members may introduce their guests to the Clubhouse buildings and club grounds and sports facilities and the guest may remain in these above areas only so long as the member is also on the premises. No member shall introduce any guest who has been barred or expelled from the Clubhouse or not accepted as a member of the Clubhouse. Members are responsible for any non-payment of Clubhouse debts incurred by his guests and should ensure that his guests abide by the Clubhouse rules. A member may bring his family to the Clubhouse for dining or social purposes at any time.

14.3 **General**

Liquor and or other provisions may not be brought to or removed from the Clubhouse premises without prior consent of management. No unlawful gambling is permitted on Clubhouse premises. Dogs are not permitted in the Clubhouse or

on surrounding areas. The amenities must be used in such a way as to not create an unreasonable nuisance or disturbance to those residents living in close proximity thereto. No person shall use the amenities in a manner so as to interfere unreasonably with other persons using the same amenities. Loud music is prohibited.

14.4 **Dress regulations**

Members and guests are required to be neatly and presentably dressed. Even when their attire is casual the management reserves the right to make the distinction and will not hesitate to exercise their right to expel members and/or guests from the Clubhouse.

14.5 **Children**

Families with children are welcome at the club. Children must be accompanied by and under the supervision and control of their parents and or accompanying members. Children accompanied by an adult are welcome in all areas of the club except the bar counter. Young children must be closely supervised at all times. Bicycles, skateboards, scooters, roller blades and the like are prohibited in the immediate vicinity of the Clubhouse and the parking areas,

14.6 **Discipline**

Members shall not commit any breach of the Rules nor shall they introduce to the clubhouse and its amenities any person whose presence is prejudicial, nor shall they be guilty of unsportsmanlike or ungentlemanly conduct whether on or outside the Clubhouse premises. The Board may, after giving the member the opportunity of being heard, warn or suspend the member. Neither the Association, nor its managers, employees nor servants are liable for loss, damage or injury to personal property suffered by any member or his guests while on the Clubhouse premises or while active in a Clubhouse amenity elsewhere.

14.7 Amenities

- 14.7.1 The amenities may be used between the hours so stipulated by the Association from time to time.
- 14.7.2 An adult must continuously accompany children under the age of 10 or children of any age who cannot swim.
- 14.7.3 Tennis nets and pool furniture must not be removed from the facilities.
- 14.7.4 No pool cleaning equipment, pumps, piping, etc. may be used or moved by Residents, and only the appointed persons (outside agents or specially authorized Residents) may operate the equipment.
- 14.7.5 Surfboards/boogie boards, glass and hard objects of any sort are totally prohibited in the pools.
- 14.7.6 Changing rooms are for the benefit of Members and should be kept clean and tidy at all times.

15. DOMESTIC EMPLOYEES

This rule is to be read in conjunction with Rules 8.4 above

15.1 Around the Estate

Domestic employees are expected to walk directly from the gates to the residence and back. Employees are not permitted to wander the Estate.

15.2 Live-in employees.

Should any Resident desire that an employee reside on the Estate a written application must be made to the Association's offices. Consideration will only be given if it can be shown that suitable accommodation within the house exists for the domestic employee. Accommodation must consist of a minimum of a bedroom, and suitable ablution facilities as well as a separate outside area where the domestic employee can relax when off duty.

15.3 **Visitors**

Live-in domestic employees are permitted to receive personal visitors on the Estate only if this is requested by the Resident and cleared by security in accordance with Rule 8 above. Visitors, if on foot, are expected to walk directly from the gates to the residence and back.

15.4 **Overnight stays**

Should any Resident require their domestic employee [not registered as a Live-in employee – see 15.2 above] to stay overnight security must be timeously advised. The employee will be required to be accommodated within the house with suitable accommodation as per 15.2 above.

15.5 **Termination of employees' services**

Should the services of any employee be terminated, for whatever reasons, then the Resident is required to immediately comply with Rule 8.5 above.

16. **INSURANCE**

16.1 Owners owning freehold property on Zululami Estate are obligated, in terms of the requirements of the MOI, Article 31.7 to obtain homeowner's cover from the insurance company appointed by the Association ("the Insurer") from time to time. The Owner's policy must include the necessary cover from commencement of build through to occupation, i.e. contractor's all risks, public liability and homeowner's cover. No work may commence on any site until such time as the Estate Manager has been provided with a "Contractors Insurance Certificate" issued by the Insurer.

16.2 On completion of the build and on instruction from the Estate Manager, a "Certificate of Completion" will be issued by the Insurer.

16.3 Owners should, at all times, ensure they are satisfied with the value placed upon their house in the insurance schedule. It should be noted that insurance cover for household contents is the responsibility of the owner.

17. LEVY PAYMENTS

- 17.1 Owners are required to pay levies in full and in advance by the 1st day of each and every month. In order to ensure this each Owner must complete a debit order in favour of the Association on an account with a South African registered commercial bank.
- 17.2 Where in the case of a debit order not being honoured, for whatever reason, and an Owner becomes in arrears at the 7th of the month, such Owner shall pay interest at such rate as may, from time to time, be determined by the Board. and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.
- 17.3 Owners still in arrears at the end of a month may have their overdue account and the full interest thereon submitted to the ombud in terms of Act 9/2011 for appropriate relief. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account.
- 17.4 All debts of whatsoever nature including but not limited to interest, fines, costs awards, collection fees and charges payable in terms of these Rules due by an Owner to the Association shall be included in the levy account and deemed to be part of the levy due by the Owner and subject to the Rules applicable to levies.
- 17.5 Levy amounts may not be reduced either against real or perceived, partial or non - provision of services or for any other reason unless previously discussed with and sanctioned by the Association in writing.
- 17.6 In the event that a Member owes the Association in respect of arrears levies due and the amount is not in dispute, such Member will lose his rights as a Member to vote at any annual general or extraordinary general meeting of the Association.
- 17.7 No Immovable Property may be transferred without a certificate by the Association confirming that all levies and other amounts owing by the member of the Association have been paid in full or secured to the satisfaction of the Association.

18. BREACH OF OR FAILURE TO COMPLY WITH THE RULES

18.1 Should a Resident commit a breach of, or not comply with, any of these Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Association to remedy such breach or non-compliance, the Association, shall be entitled to take such actions as are available to it in terms of these Rules, Act 9/2011 and the Act, whichever is applicable.

18.2 Failure by an Owner to comply with any provisions of any Rules may result in:

18.2.1 a call for an explanation and/or an apology; and/or

18.2.2 a reprimand and a request to comply; and/or

18.2.3 the imposition of a fine or fines; and/or

18.2.4 the withdrawal of any previously given consent applicable to the particular matter; and/or

18.2.5 the referring of any unresolved matter to the Association for resolution, and failing this;

18.2.6 the referring of any unresolved matter to the ombud in terms of Act 9/2011 where applicable;

18.2.7 or failing that arbitration; and/or

18.2.8 an order to pay for any damages resulting from non-compliance with any rule; and/or

18.2.9 the hand-over to the attorneys of the Association for the appropriate recovery or legal action; and/or

18.2.10 other action as may be appropriate in Law.

- 18.3 The actions to be taken and the penalties to be imposed for the breaches or contraventions of the rules will be entirely at the discretion of the Directors of the Association, who will take due regard of the nature, circumstances and severity of each misdemeanour, breach or non-compliance.
- 18.4 Notice of breach or fine will be given in writing to the Owner guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such Owner, and will contain the following information:
- 18.4.1 the nature of the breach;
 - 18.4.2 the time period, if applicable, in which the breach is to be remedied;
 - 18.4.3 the fine imposed by the Association on the Owner for committing such breach;
 - 18.4.4 or the time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach if the Owner wishes to implement Rule 17.6;
 - 18.4.5 any other information the Association may deem necessary.
- 18.5 Notice will be deemed to have been duly given if such breach notice is hand delivered to the Owner's address by either affixing such notice to a prominent fixture on the property or by placing the notice in the Owner's appointed letter/post box or by means of a registered address or provided by email.
- 18.6 In the event of any Owner disputing the fact that he/she has committed a breach of these rules, a Committee, consisting of the Chairman together with two other members appointed by the Association from time to time, will adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice will be observed) as the Chairman may direct. If the Owner is unhappy with the outcome, the Owner may make application to the ombud in terms of Act 9/2011 for appropriate relief.

18.7 In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules or any condition or director given in terms thereof, will be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.

19. FINES

19.1 Any person who contravenes or fails to comply with, any provision of these clauses or any condition or direction given in terms thereof: will be deemed to have breached these Rules and will be liable to a penalty which penalty will be decided upon by the Association.

19.2 Guideline of penalties

| OFFENCE | FIRST OFFENCE | SECOND OFFENCE | THIRD OFFENCE |
|--|----------------------|-----------------------|----------------------|
| Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration | R100 | Up to; R500 | Up to; R1 000 |
| Non-compliance | R250 | R2 000 | R 5000 |
| Blatant disregard of rules or of legitimate instructions | R1 000 | R5 000 | R10 000 |

19.3 In the event of an owner failing to pay a fine imposed within the period stipulated by the Association, until such time as the fine has been paid, no transfer of the owner's property will be registered.

19.4 Any fine imposed upon any owner will be deemed to be a debt due by the owner to the Association, invoiced to the owner as part of the monthly levy, and will be recoverable in terms of Act 9/2011.

20. DISCLAIMER OF RESPONSIBILITY

- 20.1 The Association, its directors, employees, servants, agents and lawful invitees, and the Developer, shall not be liable for any injury to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof, nor shall the Association be responsible for any theft of property occurring on the Estate. Owners hereby acknowledge that they shall not, under any circumstances, have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- 20.2 The Association, its directors, employees, servants, agents and lawful invitees, and the Developer, shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 20.3 Owners shall accept responsibility for and indemnify the Association, its directors, employees, servants, agents and lawful invitees, and as a stipulation alteri, the Developer, against all claims by any person arising from any injury or loss or damage as contemplated in clauses 19.1 and 19.2 above.

This document needs to be read in conjunction with the:

- **MOI**
- **Design Code**
- **Landscape Code**
- **Developers and Contractors Protocol; and**
- **Security Protocol**