



Client Care

Do you need maintenance services or have any compliments or complaints?

Please scan the QR code to log your queries.



Or follow the link:

www.centraldevelopments.co.za/2letnow/maintenance

Always striving to give you the best service.





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Please note you will be required to approve your new **DebiCheck** mandate for your monthly debit order for rental.

DebiCheck is a new type of debit order that requires you to confirm the debit order with your bank and gives you more control over your account.

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6. ATM's

For more information or to watch a short informational video, click on the link below:
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You can also contact your rental consultant for more information.



DebiCheck is the new way you control what debit orders are taken out of your bank account



DebiCheck is the way you agree that certain debit orders are correct before the money is taken out from your bank account



DebiCheck means giving your approval at the start of your debit order so that the bank can deduct the agreed amount from your account every month



DebiCheck means you will control what is taken out from your bank account

CONTROL IN YOUR HANDS



Thabo says for more information contact your bank

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 DebiCheck

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Welcome to Zambezi Place



In your welcome pack

- Message from the Zambezi Place team
- Green Cube garden service
- Biometrics registration procedure
- Introduction and rules of conduct
- Fines and definitions
- Maintenance information
- Water and electricity
- DSTV connection procedure
- Surf4Life Fibre
- Important contact numbers
- Zambezi Manor conduct rules

Welcome to Zambezi Place

Dear Tenant

On behalf of our entire on-site team, we would like to welcome you to Zambezi Place. We hope the move-in process went smoothly and that you will settle into your new home quite nicely. We are honoured that you have chosen to stay with us and look forward to providing you with a memorable experience.

For your convenience, we have attached our conduct rules, important maintenance-related information as well as important contact numbers.

Here at Zambezi Place we pride ourselves with providing excellent service to our tenants which we believe has resulted in tenants paying their rent on time. If you need anything during your stay our on-site client-care team will be pleased to assist you.

Regards, Zambezi Place Management Team

Green Cube Garden Service

1. The Green Cube team will be cutting grass on Tuesdays.
2. Residents must leave their gate unlocked for the Green Cube team.
3. Green Cube is not responsible to clean or pick up any pet excrement.
4. Green Cube will solely be responsible for cutting grass only.
5. Green Cube is responsible for the maintenance of the flowers and flower beds in the communal areas and show houses.
6. Residents are not allowed to alter gardens.
7. Residents must maintain and water their private gardens and grass.

Biometrics Registration Procedure

1. Tenants should visit HOA/Estate Manager's office a week prior to key collection to complete and sign the biometric forms.
2. Tenants are required to bring their ID documents or Passports for them to be assisted.
3. Biometrics registration fee is R90.00 for adults and free for anyone below 18 years.
4. Registration fee is only payable after all forms have been signed.
5. The clients will be given banking details for paying registration fee at the HOA office.
6. Biometrics registration is done weekly at the HOA office from 15:00 – 15:30 Mon - Fri.
7. Visitors are invited using the Igate App. Registration for the app is done at the HOA office.

Conduct rules

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INTRODUCTION

The Rules of Conduct have been prepared to assist residents in appreciating and enjoying the lifestyle that our complex offers and encouraging them to respect the interest and welfare of all who live in it.

The managing agent is Central Development Group Asset Management (Pty) Ltd.

The managing agent carries out the landlord's instructions as per the agreement between the parties. They enforce all the rules and laws that residents must follow to ensure that the estate functions well and that we continue to have a happy and satisfied community.

The municipal by-laws and these Rules of Conduct, which govern this community, must be followed in terms of the law. It is the responsibility of the Central Developments Property Group (Pty) Ltd to ensure that these are carried out in the interest of all.

All tenants of units and other persons granted rights of occupancy by any resident of the relevant unit are obliged to comply with these rules and regulations, notwithstanding any provisions to the contrary contained in any lease or grant of right of occupancy.

RULES OF CONDUCT

The Rules of Conduct are binding on all residents and persons occupying any unit. They are also responsible for ensuring that members of their families, tenants, guests, domestic workers, and any other visitor or service provider comply with them. Residents who let their units from the landlord must incorporate the Rules of Conduct in their tenancy agreements (latest copies of which are available from the managing agents and online at <https://www.centraldevelopments.co.za/2letnow/>).

In the event of annoyance, aggravation or complaints occurring between residents, an attempt should be made by the parties to settle the matter between themselves. This should be done with consideration and tolerance. When problems cannot be resolved between the parties concerned, then only should they be brought to the landlord's attention in writing.

Should the matter be of such urgency that immediate action is required, a trustee may be contacted to resolve the problem.

With regards to the interpretation of these rules, the landlord's decision is final and binding.

These Rules of Conduct supersede all previously issued rules if in conflict with it.

1. MOTOR VEHICLES / USE OF DRIVEWAYS AND PARKING

- 1.1. Hooters shall not be sounded within the common property or at the main entrance.
- 1.2. Vehicle radios or stereo systems to be turned down upon entry of the estate. No loud music will be allowed to be played from a motor vehicle in the estate.
- 1.3. Cars may be parked on specifically indicated areas or areas approved by the managing agent or landlord only. Vehicles must not be in or on service roads (especially not in the main entrance driveway). Failure to comply with this will result in the vehicle being towed at the resident's cost. One car shall not occupy two parking bays, and parking is not permitted on lawns.
- 1.4. Residents are required to consider other residents and their rights when many visitors/guests with multiple vehicles visit residents and park in communal parking areas.
 - 1.4.1 If all the visitors' parking is being used in the estate, extra visitors' vehicles must be parked outside the estate.
 - 1.4.2 The parking of any vehicles may not restrict other residents' access, may not be parked in areas not designated for the parking of vehicles and may not block any residents' garage access.
 - 1.4.3 Any obstruction during an emergency can place other residents' lives and property at risk.
- 1.5. A vehicle parked in another resident's allocated parking space will be clamped and fined without warning.
- 1.6. Unsightly, damaged, dirty, or generally unused vehicles, to the opinion of the estate management, as well as trailers, caravans, trucks or other heavy vehicles may not be parked anywhere on the property unless prior approval is obtained from the managing agent.
 - 1.6.1 Any vehicles that drip oil, are not roadworthy or cause any damage to the common property may not be parked anywhere on the property. This will be considered unauthorized parking and a warning or fine/s will be issued in line with the Fines and Definitions of the Conduct Rules.
 - 1.6.2 Should an unsightly, damaged, dirty, or unused vehicle be on the premises and the owner cannot be located or contacted, this vehicle will be dealt with as an abandoned vehicle and will be reported to SAPS or the Metro Police Department to arrange for the removal of the vehicle.
 - 1.6.3 Failure to comply with this will result in warnings and the towing away of vehicles:

Steps:	Content:	Delivery:
1. Step 1: 1st Warning	You are hereby warned that you are in violation of the abovementioned rule and the vehicle must be removed from the premises within 14	- The written warning will be attached to the windscreen of the vehicle, and - Also delivered by hand

	calendar days from delivery of this 1st warning notice, to avoid the vehicle being towed.	and/or sent via e-mail and via WhatsApp to the vehicle's owner. - If the vehicle's owner cannot be identified, then the written warning will only be attached to the vehicle's windscreen and will be considered delivered. - A clear photo of the attached letter and registration plate will be kept on file.
2. Step 2: 2nd Warning	You did not comply with the 1st written warning that was sent and/or attached to the windscreen of the vehicle, which stated that you had to remove the vehicle from the premises within 14 calendar days. You are hereby warned that you are still in violation of the abovementioned rule and the vehicle must be removed from the premises within 7 calendar days from delivery of this 2nd warning notice, to avoid the vehicle being towed.	- The written warning will be attached to the windscreen of the vehicle, and - Also delivered by hand and/or sent via e-mail and WhatsApp to the vehicle's owner. - The owner will be contacted via telephone to explain the transgression. - If the vehicle's owner cannot be identified, then the written warning will only be attached to the vehicle's windscreen and will be considered delivered. - A clear photo of the attached letter and registration plate will be kept on file.
3. Step 3: Final Warning and Letter of Demand	You are therefore still in violation of Rule 1.6 of the Rules of Conduct. We hereby demand that you	- The Letter of Demand will be attached to the windscreen of the vehicle, and - Also delivered by hand

	<p>remove the vehicle from the premises within 48-hours from receipt of this letter of demand. Should you not adhere to this letter of demand the vehicle will be towed after the 48-hours lapsed and put in storage that will be for your account. Cost for the removal/towing process will also be for your account.</p>	<p>and/or sent via e-mail and WhatsApp to the vehicle's owner.</p> <ul style="list-style-type: none"> - The owner will be contacted via telephone to explain the transgression. - If the vehicle's owner cannot be identified, then the Letter of Demand will only be attached to the vehicle's windscreen and will be considered delivered. - A clear photo of the attached letter and registration plate will be kept on file.
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- 1.7 No trucks, caravans, small or large trailers, boats, or any other heavy vehicles shall be parked on the common property without the managing agent or landlords written approval.
- 1.8 Car washing is permitted only in designated areas (where applicable) if no other vehicle or common property is affected in the process.
- 1.9 Major vehicle repairs and reconditioning of vehicles shall not be carried out on the property.
- 1.10 Vehicles may not travel at speeds exceeding 20 kilometres per hour on any portion of the common property.
- 1.11 Quad bikes, motorcycles, bicycles, tricycles, roller skates, skateboards, etc., May not be left on any portion of the common property or where such items may hinder other residents. This also applies to caravans, trailers, boats, commercial vehicles.
- 1.12 No vehicle may be parked in a visitors' parking for a long period, to the discretion of the estate management, without prior approval from the managing agent.
 - 1.12.1 Written permission to park a small trailer must be obtained from the managing agent or landlord after consent from the neighbouring residents was obtained. Should permission not be obtained, the rules and procedures under 1.6 will apply.
 - 1.12.2 The position in which the trailer is parked shall not take up parking space for regular motor vehicles or visitor's parking.

- 1.13 Carports are considered common property and no furniture, or other personal belongings may be stored under the carport of a unit.
- 1.14 Only persons permitted by law to operate a vehicle may do so on the property.
- 1.15 The failure to comply with any of the above rules regarding motor vehicles / use of driveways and parking by any tenants, residents or visitors will be classified as unauthorized parking and a fine in accordance with the Fines and Definitions of these Conduct Rules, will be issued for this contravention.
- 1.16 Any visitors to the premises are the responsibility of the Tenant/Lease holder. It remains the responsibility of the tenant to ensure that their visitors are aware of the complex rules and comply. Should there be any contraventions of the rules by a visitor of a tenant, the Tenant/Lease holder will be held responsible for any fines or infringements caused by their visitors.

2. SWIMMING POOL AND COMMON AREA

- 2.1 The swimming pool area is for the exclusive use of tenants (with paid-up rentals) and occupiers of the units. A tenant and/or occupier must accompany guests. Discretion must be used by tenants and occupiers concerning the number of guests to avoid monopolizing the pool area.
- 2.2 Tenants or occupiers and their visitors must leave the swimming pool area clean and tidy after use.
- 2.3 Children under the age of 12 (twelve) must be supervised by a person over 18 (eighteen) years without any exception.
- 2.4 A maximum of 10 (ten) people will be allowed in the pool at any time.
- 2.5 People using the swimming pool must be appropriately attired in a proper swimming costume. Swimming in underwear or in the nude is strictly prohibited.
- 2.6 No diving into the pool is permitted. No running within the enclosed pool area is permitted.
- 2.7 No glass objects or bottles are permitted in the swimming pool area.
- 2.8 No alcohol may be consumed at the swimming pool area.
- 2.9 No illegal substances (including dagga) may be smoked or used in the common areas. Use of illicit substances will be reported to the South African Police Services.
- 2.10 The gate to the swimming pool must always be kept closed.
- 2.11 No animals or pets are allowed in the swimming pool area.
- 2.12 No loud music is permitted at the swimming pool area.
- 2.13 Using the swimming pool area does not give anyone the right to be a nuisance to other people or tenants.
- 2.14 The cut-off time for using the swimming pool area will be 22:00 daily.
- 2.15 No chairs, tables, equipment, toilet paper, etc. will be supplied.

3. ANIMALS AND PETS

- 3.1 A tenant or occupier of a unit shall not keep any animal, reptile, or bird in a unit, in private gardens, or the common property without the landlord's written consent, which may be reasonably withheld.
- 3.2 Slaughtering of animals, whether for religious, sacrificial, or other purposes, is not permitted in any unit or on the estate.

3.3 PETS

- 3.3.1 You must occupy a ground floor unit to qualify for pets in the complex.
- 3.3.2 It is the responsibility of the lease holder to secure the fence and gate to such an extent that the dog can't break free from the garden.
- 3.3.3 A maximum of 2 x adult size medium (maximum 20 kg in weight) dogs are allowed.
- 3.3.4 Cats are not allowed in the complex.
- 3.3.5 All dogs must be vaccinated, and a proof of vaccination can be requested at any time by the complex management.
- 3.3.6 The dogs must be well cared for, cleaned, and groomed. It is recommended that pets wear a pet-friendly collar and tag with the owner's details or be micro-chipped by a veterinarian.
- 3.3.7 The dogs must be socialized and obedient.

3.4 General Rules Regarding Pets in the Complex:

- 3.4.1 Residents with pets must ensure their garden area is kept tidy and remove any dog excrement daily.
- 3.4.2 Disposal of pet excrement must be via a plastic bag, or a paper bag placed in the bins.
- 3.4.3 Pets should not be left unattended for more than 1 (one) day.
- 3.4.4 The tenant and / or resident remains fully responsible for their pet's behaviour, wellbeing, and hygiene at all times.
- 3.4.5 Vicious pets or pets considered to be dangerous are not allowed in the estate.
- 3.4.6 Tenants must ensure their pets do not excessively bark, make noise, do any damage or disrupt other tenants in the complex.
- 3.4.7 Should the estate feel that any pets are being mistreated, this will be reported to the local SPCA to take appropriate action.
- 3.4.8 No dogs are allowed on the common property.
- 3.4.9 Any pet found on the common property will be removed by the managing agent and any costs incurred will be on the account of the tenant.
- 3.4.10 Any contravention of any of the complex rules pertaining to pets will result in either a warning, fine or removal of the pet by the managing agent, with all costs payable by the tenant.
- 3.4.11 Tenants are legally and financially responsible for any damage caused by their pets.
- 3.4.12 Neither Zambezi Place Management, nor the employees, officials or representatives of Zotec Developments (PTY) Ltd will be held liable for any injury caused by any pet in the complex.

4. LAUNDRY

- 4.1 Washing may not be hung out to dry in any part of a unit where it is visible to the general public or other residents other than the fixed washing lines provided.
- 4.2 Washing is not permitted to be hung over fencing, fence poles or balconies.
- 4.3 Washing lines in the courtyards shall not be visible above the courtyard walls.
- 4.4 Carpets and rugs shall not be shaken out, dusted, or brushed over balconies or from windows.
- 4.5 Use of dry yards is at your own risk.

5. REFUSE REMOVAL AND SANITARY SERVICE

- 5.1 The occupier of a unit shall deposit all domestic refuse in the refuse bins provided.
- 5.2 The refuse collectors will empty the refuse bins twice per week on the arranged collection day.
- 5.3 Refuse bags may not be left on the sidewalk or outside the bins overnight. Do not deposit any refuse on the common property.
- 5.4 Residents or visitors caught throwing rubbish on the common property or vicinity, are subject to prosecution in terms of Municipal Health Regulations. Such transgressors should be reported to the landlord.
- 5.5 Kitchen refuse, food scraps, fat and oil shall not be washed down washbasins or thrown in drains. Each occupant is personally responsible for clearing blocked drains within their unit. If a maintenance request is logged and the maintenance team finds that this has not been done, a call-out fee of R300 will be charged to the tenant. Tenants must use refuse bags when disposing of food scraps.
- 5.6 No garden refuse will be collected. It should be taken to the local municipal dumping ground.
- 5.7 Cigarette butts and other objects of whatever nature shall not be thrown out of windows, from balconies or on common property.
- 5.8 Waste must be securely wrapped before placing it in the receptacle. Waste containers (e.g., tins and bottles) must be completely drained before being placed in the dustbin.

6. NOISE

- 6.1 Radios, hi-fi equipment, CD players, record players, television sets, musical instruments, etc., shall not be played in such a manner as to cause a nuisance to residents in adjoining units or anywhere else on the property.
- 6.2 Residents are responsible for the behaviour of their visitors and their noise levels at all times.
- 6.3 It is important to consider other residents before shouting or raising your voice on the property.
- 6.4 A function or gathering is to be controlled by the host, ensuring that noise levels are appropriate to the time of day or night. The appropriateness of the noise is measured by the inconvenience or discomfort caused to surrounding occupants.
- 6.5 No noise is permitted between the following times:

6.5.1 Sunday to Thursday – between 20:00 and 07:30

6.5.2 Friday and Saturday – between 22:00 and 08:30

- 6.6 Please note that clause 6.5 does not give license for the tenants to make noise outside of the stipulated times. Noise deemed excessive outside of these times will attract a fine. Refer to clause 6.4 for description of appropriateness of noise.

7. PRIVATE GARDENS AND PATIO AREAS

- 7.1 Residents shall maintain their private gardens in a neat and tidy condition.
- 7.2 Lawns adjacent to a unit will be mowed by the landlord's employees, however, it must be kept in a satisfactory condition by the unit resident or tenant.
- 7.3 Garden services will maintain the common areas and private garden areas of each unit. This will be at the discretion of the managing agent or landlord.
- 7.4 Garden gates may not be locked at any time to allow unrestricted access for the garden services. Garden tools and other equipment (including sporting equipment) may not be kept in any portion of the common property or in any place where they will be in view of other units.
- 7.5 Any tree or shrub of which the growth or growth potential may encroach on the view or block out a portion of sunlight of an adjoining unit is not permitted.
- 7.6 Residents shall maintain their private patios in a neat and tidy condition. The private patio area is the sole responsibility of the tenant and will not be cleaned by the managing agent or the landlord. The managing agent or landlord may from time-to-time request that a patio area is cleaned by the tenant.

8. SECURITY

- 8.1 Security is a shared responsibility. To maintain the highest level of security possible, it is essential that every tenant co-operates through strict individual compliance with requirements and sensible awareness. Tenants must report any suspicious or unlawful activity to security on **064 678 6365** or our client-care team on **086 199 1230** immediately as it is seen or suspected.
- 8.2 To prevent unauthorised entry to the estate, residents must always wait until the security gate has completely closed before leaving or after entering the estate. Guests should be notified in advance of these requirements. No entry will be granted to visitors without presenting proof of identification.
- 8.3 All occupants in your unit need to be added to the lease agreement as an occupant and need to be loaded onto the complex access control system.
- 8.4 The main lease holder must sign the access control form and must be present when loading occupants onto the access control system. The occupant and lease holder will also be required to provide proof of identification to load a new occupant onto the access control system.
- 8.5 Tailgating is not permitted, and the tenant will be held liable for the damage to the boom gate and any other security equipment.
- 8.4 Residents should be aware of strangers loitering at the gate. Be vigilant to prevent criminal activity.

- 8.5 All persons residing in a unit must be declared on the lease agreement.
- 8.6 Suspicious vehicles may, from time to time, be searched by authorities at the gate.

8.7 Gate pass:

- 8.7.1 For the tenants' safety and security, all major items such as furniture, appliances, luggage, boxes and/or plastic bags will require a gate pass to be presented to security prior to exiting the complex.
- 8.7.2 All gate passes should be signed by the relevant lease holder who must produce proof of identification together with the gate pass.
- 8.7.3 Gate passes are obtainable from the HOA office during normal office hours from 08:00 to 18:00. On-site offices are closed on Sundays and public holidays.

9. CHILDREN

- 9.1 Residents shall supervise their children and those of visitors to ensure that they do not damage the common property or the property of others and that they are not unreasonably noisy.
- 9.2 Children shall not interfere with plants, decorations, nameplates, exterior lights, doorbells, knockers, the electronic keypad at the gate, etc.
- 9.3 Parents, residents, or lessees will be held responsible for any costs of damaged property caused by playing of games on the common property. Repairs or replacements will be made by the managing agents, or the landlord and the expenses will be charged to the parents, residents, or lessees.
- 9.4 Children may not play on driveways, behind parked cars and in the proximity of the main gate. Children must be prevented from climbing on or sitting on top of garden walls surrounding properties for the sake of residents' privacy.
- 9.5 When making use of the swimming pool facility, children under the age of 12 (twelve) years of age must be supervised by a person over 18 (eighteen) years of age without any exception.

10. DOMESTIC STAFF

- 10.1 Residents shall ensure that their domestic staff does not cause undue noise within their units or elsewhere on the premises.
- 10.2 Any resident, whose domestic staff does not abide by the Rules of Conduct, may be required to remove such a person from the property if instructed to do so by the managing agent or landlord.
- 10.3 All domestic staff shall be subject to such access control regulations as may be imposed by the landlord from time to time.

11. ACTIVITIES ON COMMON PROPERTY

- 11.1 No hobbies or other activities causing undue noise or nuisance to other residents may be conducted on the common property.
- 11.2 No drinking is allowed in public, on common property or in public facilities whatsoever.

12. BUSINESS ACTIVITIES

- 12.1 No business, profession or trade may be conducted on the property except those which have been specifically allowed by the managing agent or landlord. Hawkers will not be allowed into the estate at any time. The landlord may, at their discretion, impose a fine or may cancel the lease of the offenders if they wish to do so.
- 12.2 No auction or jumble sale may be held on the common property or in a unit. No advertisements or publicity materials may be exhibited or displayed.
- 12.3 No resident or occupier of a unit used for residential purposes, shall place any sign, notice, billboard, or advertisement of any kind whatsoever on any part of the property visible from outside the unit, without first obtaining the written consent of the managing agent or landlord.

13. INTERIOR OF UNITS

- 13.1 No structural alterations may be made to the interior of units.
- 13.2 A tenant may not tamper with any alterations or additions to the electrical installation or conduits, the water connections, or the plumbing installation.
- 13.3 Damage occurring to fixtures and fittings within the unit, i.e., windows, carpets, tiles, built-in cupboards, stoves, and the like, will be repaired at the tenant's cost.
- 13.4 A tenant or occupier of a unit shall not mark, paint, drive nails, screws, or the like into, or otherwise damage, or alter a unit or any part of the common property without first obtaining the written consent of the landlord.
- 13.5 No extensions, alterations, or improvements to the exterior of any unit, including awnings and security gates shall be affixed or made. Should any improvement be fitted by the tenant, the tenant will be fully liable for the installation, maintenance, and upkeep thereof as well as any damage or loss whatsoever to the common property or the unit. No costs will be carried by the landlord, HOA, or the scheme.
- 13.6 A tenant or occupier shall not add to the unit, extend the patio, construct any carport or covering or build any braai on any part of the common property or exclusive use area.
- 13.7 Residents must obtain written permission from the landlord or managing agent before any satellite dish is erected on common property. Dishes may only be installed at positions indicated by the landlord or managing agent. In the case where units are equipped with communal aerials and dishes, tampering with the TV aerials, wireless network installation or satellite dish is strictly prohibited.
- 13.8 All satellite dishes are regarded as fittings and may not be removed, should the resident or tenant no longer occupy the premises. Should a dish be removed without permission from the managing agent or landlord, the resident of a unit will be held liable for the replacement of such a dish. The resident/s of the units

will always be responsible for the maintenance of the dish installed for the use by their specific unit.

- 13.9 No satellite dish will be covered by the insurance of the estate. Insurance will remain the responsibility of the resident of such unit.
- 13.10 No tenant or occupier can install air conditioning units.
- 13.11 Should a tenant, his or her guests or employees cause any damage of whatsoever nature to the common property, the tenant shall be liable to reimburse the landlord for the cost of repairing such damage.

14. DSTV SERVICES (IF APPLICABLE)

- 14.1 Tenants will be responsible for the call-out fee of the DSTV installer if there are no faults found on the landlord's end. I.e., if there is a faulty decoder, cable connection problem, setting of decoders, etc., the tenant will be responsible for this cost.

15. LETTING OF UNITS

- 15.1 No unit may be used as a commune by subletting part of or the whole unit for that purpose. Should this rule be violated, the landlord may, at their discretion, impose a fine or may cancel the lease of the offenders if they wish to do so.

16. ALARMS

- 16.1 Alarms may be installed in the interest of safety or because it is required by some insurance companies. Since it sometimes happens that there are false alarms when no one is home, and because not all alarms reset themselves, the managing agent requires that each resident who either has an alarm or are planning to install one, must:
 - 16.1.1 leave a contact number with the landlord or,
 - 16.1.2 leave a duplicate set of keys with either the landlord or a neighbour (informing the landlord thereof).
- 16.2 No advertising boards of the security company may be displayed at the unit or the estate.

17. UTILITY CHARGES

- 17.1 The tenant shall promptly and regularly pay to either the management agent or to the supplier authority at the option of the owner, the deposits and charges arising from the supply of:
 - 17.1.1 Prepaid electricity
 - 17.1.2 Prepaid water
 - 17.1.3 Access control
 - 17.1.4 Maintenance fees
 - 17.1.5 Fines
- 17.2 The tenant shall also promptly and regularly pay all utility charges imposed by the relevant authority (except for the levy, rates, and taxes) and all charges relating to the tenant's use and occupation of the leased premises.

- 17.3 Tenants need to ensure that their prepaid electricity and water credit does not run out. Should the tenant request a job card to be generated for an electrical or plumbing fault, and it is found to be a case of the tenant not recharging their prepaid meter, the tenant will be charged a call-out fee.

18. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 18.1 A tenant or occupier shall not store any material, or do, permit, or allow to be done, any other dangerous activities in the building or on the common property which will or may increase the rate of the premium payable by the landlord on any insurance policy.
- 18.2 The setting off fireworks is strictly prohibited in the estate.
- 18.3 The use of firearms for recreational purposes other than self-defence or emergencies will be met with criminal charges.
- 18.4 No weapons, firearms, pellet guns, catapults, or bows and arrows may be discharged on or over the estate.
- 18.5 No stones or other solid objects may be thrown on the estate.

19. FIRE CONTROL

- 19.1 Under no circumstances may tenants or occupiers tamper with or have work done on the electrical apparatus that serves the common property. Any electrical faults detected on the common property must be reported to the landlord.
- 19.2 Fans, heaters, stoves, kettles, lights, and other household appliances must be SABS approved, checked regularly, and maintained by the tenant and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be conducted by qualified workmen and with the prior written consent of the landlord.
- 19.3 Braais are strictly prohibited on the common property, except where braai facilities have been provided. Braais must always be held with due consideration to neighbours. Matches and lighters should be handled with care and kept out of the reach of children.
- 19.4 The use of fire hydrants or fire hose reels to wash cars is not permitted under any circumstances. These have been installed to deal with fire emergencies. Abuse of this equipment is not only inconsiderate but against council by-laws and therefore illegal. Any contravention will lead to a fine being imposed.
- 19.5 It is strictly prohibited to use the fire hose reel for gardening or domestic purposes or for any other purpose whatsoever, other than to extinguish fires.
- 19.6 Tenants, occupiers, or visitors may not park in front of or near a fire hydrant or fire hose at any time.

20. GENERAL

- 20.1 Tenants shall not:
- 20.1.1 Use their unit or permit their unit to be used for any purpose which is harmful to the reputation of the estate.
 - 20.1.2 Permit anything to be done which will or may increase the rate of the premium of the insurance policy paid by the landlord.
 - 20.1.3 Use the unit for any illegal activity or to conceal illegal activities.
 - 20.1.4 Permit their unit to be used for any other purpose than that for which it is intended.
- 20.2 Any requests and/or complaints by residents pertaining to common property, violations of these Rules of Conduct, or any other cause of concern, must be referred in the first instance in writing to the landlord or mailed to the managing agents who will forward it to the landlord.
- 20.3 The landlord or managing agent shall not be responsible for any fines incurred by the resident, tenant, or occupier of a unit in contravention of any local authority by-laws.
- 20.4 Neither the managing agents or its employees, nor the landlord or its employees shall be responsible for any loss which may be sustained by any resident or user of a motor vehicle, or any other vehicle parked or left on the premises, nor for any personal injury suffered by any other tenant, family member, domestic staff or friends, whether or not such loss or injury occurs on common property or in any unit and is caused by fire, theft, burglary, negligence, accident, or by any other cause.
- 20.5 Should any damage of any nature be caused to the common property by a resident or tenant, family member, guest, visitor, domestic staff or pets, the resident or tenant shall be liable to reimburse the managing agent and the landlord for the cost of repairing or making good such damages.
- 20.6 The landlord or managing agent shall not be responsible for any interruption in the water or electricity supply, nor for any loss or inconvenience any person may consequently suffer.
- 20.7 Each resident shall keep their unit and private garden free of rodents, white ants, borer, and other pests. All associated costs to be borne by individual residents. Communal areas will be controlled by the landlord or managing agent.

FINES AND DEFINITIONS

The below outline will be applied to tenants (including their staff, visitor, guest and/or family members) that do not abide by the Rules of Conduct. The landlord will apply the fine against the tenant's rental account. The landlord or managing agents may, at their sole and absolute discretion, increase the value of any fines should the infringement be reoccurring.

- First informal warning: Immediate infringement, written warning letter (no cost implication).
- First formal warning: **R500.00**
- Second formal warning: **R1 000.00**
- Final formal warning: Lease cancellation

NO.	FINES AND DEFINITIONS	MINIMUM	MAXIMUM
1	Illegal parking and/or unauthorized parking (including parking in front of or near a fire hydrant or fire hose reel, parking on lawns, parking in the incorrect parking space, etc.)	R500.00	R1 000.00
2	Speeding, reckless driving and ignorance of traffic signs.	R500.00	R1 000.00
3	Excessive noise emanating from vehicles or drivers between the hours of 22:00 and 06:00	R500.00	R1 000.00
4	Use of unlicensed vehicles or use of vehicles by unlicensed drivers on the property.	R500.00	R1 000.00
5	Trailers, caravans, or recreational vehicles parked on common property of the estate.	R500.00	R1 000.00
6	Vehicle repairs carried out in estate.	R500.00	R1 000.00
7	Vehicles being washed on common property inside the estate	R500.00	R1 000.00
8	Items stored on common property (e.g., car tires, brooms, mops, bicycles etc.).	R500.00	R1 000.00
9	Excessive noise resulting in unreasonable disturbance of neighbours.	R500.00	R1 000.00
10	Washing being hung out on the border wall, balcony, garden wall or anywhere else than the washing lines provided.	R500.00	R1 000.00
11	Refuse placed outside unit door or anywhere else other than the refuse bins provided.	R500.00	R1 000.00
12	Abuse of access system.	R500.00	R1 000.00
13	Abusive or unacceptable behaviour by tenants or their families and visitors.	R500.00	R1 000.00

14	Any pets found on common property (per pet).	R500.00	R1 000.00
15	Exceeding permitted number of pets per unit (if applicable).	R500.00	R1 000.00
16	Distribution of advertising material of any kind.	R500.00	R1 000.00
17	Damaging of any flora in the estate.	R500.00	R1 000.00
18	Usage of the red fire hydrants at any given time other than for a fire emergency.	R500.00	R1 000.00
19	Failure to keep front and back garden neat and clean (estate bound).	R500.00	R1 000.00
20	Wilful transgression of any of the rules of conduct.	R500.00	R1 000.00
21	Oil spills in carport or common property area (fine + cost of cleaning).	R500.00	R1 000.00
22	Failure to keep pets from excessively barking, making noise or disrupting the other tenants in the complex.	R500.00	R1 000.00
23	Failure to keep pets from continuously causing damage to Zambezi Place Property.	R500.00	R1 000.00
24	Parking of a vehicle in contravention of the Motor Vehicles / Use of Driveways and Parking Rules, which causes damage in whatsoever manner or form to the common property.	R500.00	R1000.00

Maintenance and contact information

On occupation

A list of defects/problems must be sent through to your agent or to the client care department within 7 days of occupying the unit. If we do not get a list of defects/problems, it will be presumed that there are no defects/problems.

Maintenance

DSTV Explora problems - YOU MUST CONTACT MULTICHOICE if there is 'no signal' Your decoder setting will have to change to the correct LNB and frequency settings and they can help you with that over the phone (your LNB settings must be set on "unicable/satCR").

All non-emergency maintenance issues will be scheduled on our daily maintenance work schedule and will be attended to within 24-hours.

For example, non-emergency issues would include:

- Small leak (dripping joints or inlets).
- Slow draining of sink, basins and baths and slow toilet running.
- Toilet keeps "running" after flushing.
- Replacing, repairing doors, locks etc.

For example, emergency issues would include:

- No hot water.
- Faulty electricity or water meter.
- Burst geyser.
- Burst pipe.
- Exposed cable.
- Please note that you must be present during your maintenance service appointment.
- All emergency maintenance issues will be attended within 24-hours.

Lost or misplaced keys

You can call a locksmith at your own cost, please ensure that copies of the new keys are given to the client-care office. A fee will be applicable if we need to cut lost keys.

Call-out fee

A general call out fee of **R300** may be applicable depending on the type of call out.

Contact numbers

Refer to page one to scan the QR code or follow the following link:

<https://www.centraldevelopments.co.za/2letnow/maintenance/>

or contact client care: 0861 99 1230/ clientcare@centraldev.co.za

(For all plumbing, electrical, general maintenance, sewage, and security problems).

how to log a maintenance or client care query

step one

scan the QR code or go to:
<https://www.centraldevelopments.co.za/2letnow/maintenance>



The link will look like this below.



Something to Report?

step two

Development *

Unit Number *

Query Category *

- Admin Query
- Contact Details Update
- Complaint / Compliment
- Convert
- Debit Order Change
- Deposit Refund
- Lease Extension
- Maintenance
- Notice to Vacate
- Revokes of Notice to Vacate

Client Care Comment

Please insert your Full Name, Surname & Phone Number

Client Care Documents/Photos
+ Select a file

Maintenance Repair Work - Release of Liability Consent *

Send

Report abuse

Select your development from the list.

Type in your unit number.

Select your query type.

Add a comment regarding your query.

Add your name, surname and contact number.

Upload required documents or photos here.

You need to accept the maintenance terms before you can proceed.

Click send to complete your query.



Maintenance Repair Work - Release of Liability

Maintenance Repair Work - Release of Liability
Should your Client Care Query require any maintenance repair work, you hereby:

1. Agree to grant access to your unit for our maintenance team to perform these repairs, as per your scheduled appointment date and time.
2. Agree to arrange to be present in the unit while the maintenance repairs take place, as per your scheduled appointment date and time. No unsupervised access will be allowed.
3. Confirm that you are aware of any possible risks involved with the maintenance repair work taking place in your unit.
4. Agree to indemnify the rental development/complex management team, maintenance repair team, as well as all of the officials, agents and employees of the development/complex against any liability whatsoever from any and all actions, suits, proceedings, claims, demand, property damage, costs and expenses of whatsoever nature, howsoever incurred which could be made against the releasor, arising out of the maintenance repairs taking place in your unit.

I accept I don't accept

<p>This PV Water heating system was supplied by</p>	 www.geyserwise.com  https://www.facebook.com/Geyserwise  https://www.youtube.com/channel/UCWsYf-NkN9abIBwO8U709GA  gautengmail@geyserwise.co.za  012 653 1020
<p>This PV Water heating system was installed by</p>	 www.ivgelectrical.co.za  www.facebook.com/IVGElectrical  admin@ivgelectrical.co.za  079 587 8800
<p>Manually override the element</p>	<p>You can manually override the geyser element by pushing the red power button once. Three red droplets will appear on your LCD screen which will indicate that your electric element is heating.</p>
<p>How to adjust the timers, maximum temperature settings and holiday mode (Follow QR Code for You tube videos)</p>	
<p>Error Codes</p>	<p>E2 – Geyser is without water E3 – The controller is not reading the thermostat in the geyser (check connection) E4 – Heating of water with electricity is too slow or not heating at all. Plumber or electrician to check the element or connections to the element. E5 – Geyser wise is over 85 degrees. Investigate E7 – the controller is not reading the screen. Check connection of screen to control box</p>



**City of Tshwane Annual Rate Increase FY2023/20274
Electricity Residential Prepaid**

Dear valued client

This serves as formal communications of the increase effective **1st July 2023** for residents solely billed under the above-mentioned tariffs and municipality.

Prepaid electricity is charged on the City of Tshwane Domestic (**NERSA Approved**) rate which is structured as per the below;

Tariff blocks	R/kWh
Block 1 (0 - 100kwh)	2.4137
Block 2 (100 - 4000kwh)	2.8247
Block 3 (400 - 650kwh)	3.0775
Block 4 (>650kwh)	3.3176

The above rates are an IBT (Incline Block Tariff) - this means that the more we utilize/purchase, the higher the cost of the resource will be. The rates above exclude VAT.

Thank you and happy vending!
I-Switch Prepaid Metering (Pty) Ltd



**City of Tshwane Annual Rate Increase FY2023/2024
Residential Use – Scale C**

Dear valued client

This serves as formal communications of the increase effective **1st July 2023** for residents solely billed under the above-mentioned tariffs and municipality.

Prepaid water charged on the City of Tshwane Domestic Scale C rate which is structured as per the below;

Tariff blocks	R/KL
Block 1 (0 - 9KL)	0
Block 2 (10- 18KL)	27.36
Block 3 (19 - 30KL)	37.02
Block 4 (31 - 42KL)	42.62
Block 5 (43 - 60KL)	45.59
Greater than 60KL	48.82
Network Access Charge	
Per month	154.80

Users who are exempt from the Network Access Charge will be charged R27.36 from the first kilolitre purchased up until 18kl and will not benefit off the first 9kl free.

The above rates are an IBT (Incline Block Tariff) - this means that the more we utilize/purchase, the higher the cost of the resource will be. The rates above exclude VAT.

Thank you and happy vending!
I-Switch Prepaid Metering (Pty) Ltd

I-Switch Prepaid Metering (Pty) Ltd

2nd Floor West Petrob House | 343 Surrey Avenue | Ferndale Randburg | PO Box 3381 Randburg 2125 | South Africa
Tel 010 085 4300 | Fax 011 789 6921 | E-Mail registration@i-switch.co.za | VAT Reg No. 4480250614 | Reg No. 2004/001900/07

Directors: N Saloojee L Curlewis

I-Switch Prepaid Metering (Pty) Ltd

2nd Floor West Petrob House | 343 Surrey Avenue | Ferndale Randburg | PO Box 3381 Randburg 2125 | South Africa
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Directors: N Saloojee L Curlewis

Building a Brighter
Future starts
with making great
investment decisions
today



About i-Switch

i-Switch is a smart prepaid metering company with over 16 years experience of bringing smart prepaid metering solutions to Body Corporates and Estates. We have an extensive understanding of end-user needs and the importance of an uninterrupted utility supply and focus on the supply and vending of prepaid meters.

How to Register with us

By registering with us you gain access to features such as adding meters and various payment methods, account top-up, set notifications, monitor usage and gain insight on your electricity management. Register your account in minutes. It is a seamless and easy process.



Visit our registration website

<https://eas.secure.bizswitch.net/EnergyInsight/index.html>

Alternatively, scan the QR code below to go directly to the registration website



Fill in your details

Your personal details will be logged into our system to create your unique profile



Activate your account

You will receive an automated email. Follow the instructions to activate your account

iSWITCH
PREPAID METERING (PTY) LTD



REGISTRATION QR CODE

Phone : 010 085 4300
Whatsapp Line : 066 378 7374
Email : support@i-switch.co.za
Website : www.i-switch.co.za

0% BANK COST

VIA BANK TO BANK TRANSACTIONS



1

Log into your Energy Insights Profile

- ▶ Go to: "My Profile"
- ▶ Scroll down and click on: "My Payment Methods"



2

Change Payment Type

- ▶ Change: "Payment Type" to "Deposit / Eft"
- ▶ Go to: "View"



3

Make Payment from the same bank account you are using e.g FNB TO FNB

- ▶ Ensure you use the reference assigned to the meter or account you wish to pay for

Meter Number	EFT Reference
Your Meter Number	Your Reference Number

4

Automatic Token Generation

- ▶ Token number will be sent to your registered mobile number and will reflect on your I-Switch portal under "Prepaid > My History"



Bank Account Details

Bank Name: Nedbank
Account Name: Iswitch Prepaid Metering
Branch Code: 198765
Account Number: 1236163877

Bank Name: Standard Bank
Account Name: Iswitch Prepaid Metering
Branch Code: 018105
Account Number: 300127804

Bank Name: FNB
Account Name: Iswitch Prepaid Metering
Branch Code: 252155
Account Number: 63011495876

Bank Name: ABSA
Account Name: Iswitch Prepaid Metering
Branch Code: 632005
Account Number: 4105225779



Complex Name														
Unit Number									Village					
Meter Number														
Contact details of Person responsible for this Account														
Contact Person														
Cell phone	+27													
E-mail														
Popi Act														
<p>The Parties agree that they may obtain personal information and may further only process such information for the specific purposes of complying with their obligations in terms of their mandate/registration process.</p> <ul style="list-style-type: none"> • The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit written consent must be obtained beforehand from the other Party. • Performing the obligations as set out in this mandate/registration process. The Parties shall at all times comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013; <ul style="list-style-type: none"> • comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data; • ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any personal data; • ensure that it does not disclose personal data other than in terms of this Agreement; • ensure that it processes data for only the express purpose for which it was obtained; • ensure that it has all reasonable technical and organisational measures in place to protect the personal data from unauthorised access and/or use. 														
I have read and understood the Popi Act as stated above														
Signed at					on this				day of				20	
Name (Please print)								Signature						

ISwitch Prepaid Metering (Pty) Ltd

Purchasing tokens

You have multiple purchasing options available to you with various service fees applicable - see table below:

Various Purchasing Options		
Online and Banking	Major Retailers and Service Stations	Spaza Shops and Informal Traders
• Cell Phone	• Pick n Pay and Boxer Stores	• Blu approved POS
• Internet	• Shoprite Checkers and Usave	• TopItUp POS
• Ontec Home - https://home.ontec.co.za/	• Spar Retail Stores	• Ontec Direct Vendor POS
• Standard Bank	• Mass Mart (Makro; Game Stores)	• Flash POS
• Absa	• Bp Express Service Stations	• Sandulela POS
• Capitec	• Engen Service Stations	
• Nedbank	• Caltex Service Stations	
• FNB	• Total Service Stations	
• Investec		
• Old Mutual		

EasyPay Outlets:

- Give your meter card to the teller and ask for an Eskom Electricity Voucher – A token will be generated and printed on the till slip.

Office Hours:

Mon - Fri 8am - 8pm

Sat 8am - 12pm

Sundays and Public Holidays our offices are closed.

Should you require further assistance please don't hesitate to contact our Call Centre on 010 085 4300 or email us at support@i-switch.co.za



To: Whom it may concern

Explanation of Aggregator or 3rd party fees

There are 2 main types of fees relating to prepaid electricity –

1. Vending fees – negotiated and agreed upon by the body corporate and Iswitch
2. 3rd party fees which are broken down into 2 platforms
 - a. Off the Iswitch Prepaid platform using the below registration scan and via instant EFT 3rd party with preferential fee
 - b. Via Ontec who aggregates via Blue Label, Easy pay and other 3rd parties found at stores and petrol stations



Due to the size of our portfolio we are constantly looking to negotiate lower 3rd party pricing and to pass the benefit onto you, the consumer. Below we set out our latest pricing for 3rd party purchases –

In order to be transparent we set out our base cost as the maximum possible worst payment choice type of billing – which would be to purchase using a credit card via our registration system (because it is so expensive we actually do not list this option to ensure clients are not prejudiced by mistakenly using it). The maximum cost of 3rd party vending we use on our calculation is therefore **5.85%**. However you will **never** pay this as we apply discounts to the vending, the structure of which appears on receipts (except banking receipts which are created by the banks and a very limited in what information they display). The total transaction fee will therefore include the vending fee and the maximum third party fee. Please do not panic, this is not the fee you will pay as we then apply the various discounts based on the following

				Actual fees charged
1. Iswitch reg consumer				
Iswitch SID EFT (via our app)	electronic	5.85%	3.92%	1.93%
2. Ontec cash	cash	5.85%	3.00%	2.85%
3. Ontec credit card	credit card	5.85%	1.00%	4.85%

Should you purchase in a store the charge in respect of the 3rd party fee will depend on whether you are using cash or a credit card. The base fee for transacting via Ontec is 3% and the additional fees depending on which payment method you use.

As you can see from the above our third party fees are very well priced – **Actual fees charged column**

Thank you for your business

DStv connection procedure

- Register with surf4life on www.Surf4life.co.za
- Send a copy of your ID and proof of residence to homesupport@surf4life.co.za. Surf4life will accept approval letter to serve as proof of residence.
- A DSTV quotation sheet will be sent to the tenant. This must be completed and emailed back to a Tect Electronics (PTY) LTD representative.
- A technician will be assigned to assist you after above steps have been followed.



Introducing our Support Bot

Our website and WhatsApp bot are designed to streamline the process of logging tickets for faults and connecting with Surf4Life. With its user-friendly interface, you can easily communicate with the bot through WhatsApp or our website to report any issues or request assistance. With its fast-ticketing logging ability, the Surf4Life Support bot offers a convenient and efficient way to address and resolve connectivity issues.

- 1 Scan the QR code below.
- 2 Send the message to start chatting to the bot.
- 3 Select from a variety of options like get connected, log a fault, FAQs and even outage updates.

Skip the phone queues and start chatting today!



Other Products

- Mini UPS
- Telephones
- Internet Security
- Wireless where Fibre is not Available
- Cloud Services
- Premises Security Services

S4L

Surf4Life

Serving South Africans

The Surf4Life Team

The Surf4Life team is a group of dedicated people with the experience and skills necessary to operate, maintain and grow a quality ISP in an ever changing technological environment. From friendly and helpful support staff and technicians that are capable, well trained individuals to an experienced, innovative management team - we are all committed to providing you with the superior ISP service you deserve.

DSTV Installation with TECT

For DSTV installations, log a ticket with Surf4Life by emailing homesupport@surf4life.co.za or calling us on 012 883 1800. Your first appointment and installation are free, however if your appointment is missed and you wish to reschedule, you will be liable for a R865.00 Incl Vat call out fee. A new ticket will then need to be created with Surf4Life by completing the mentioned steps.

S4L

Surf4Life

USER GUIDE

Consumer Guide to Surf4Life Service

Get Connected

ACTIVATE YOUR ACCOUNT

1. New clients must register at [www.surf4life](http://www.surf4life.co.za)
2. Once registration is approved, portal login is enabled with username and password

All purchases for services is done in the Surf4 life portal.

New home owners & tenants need to register to activate their Wi-Fi services.

5. Go to www.surf4life.co.za and click on register at the top right-hand corner.

4. Select your estate from the dropdown menu.

3. Type in your unit number and select it from the available options e.g., U0001 unit number 1.

6. Upload valid copy of your ID document and proof of residence and submit your application.

Once application is approved by Surf4Life, an email verification will be sent via the registered email.

Once email has been verified, log onto the Surf4Life Portal to purchase packages and services. All payments done through the Surf4Life payment gateway.

Office Business Hours

Mon to Fri: 08:00 – 17:00
Call Centre agents are available 24 hours a day, 7 days a week

Onsite assistance will be provided within a SLA of 2 to 3 business days, from the first workday after weekends or public holidays.

After Hours Support

Mon to Fri: 17:00 – 20:00
Sat to Sun; 08:00 – 15:00
Remote support is provided on all calls logged after hours. Should a call out be necessary an available engineer will be dispatched in normal business hours.

Sales Packages

12 Month Debit Order Packages

50Mbps download 25Mbps upload R599pm incl. VAT	50Mbps download 50Mbps upload R785pm incl. VAT	100Mbps download 100Mbps upload R899pm incl. VAT
200Mbps download 200Mbps upload R1089pm incl. VAT	300Mbps download 300Mbps upload R1249pm incl. VAT	

Monthly Packages

50Mbps download 25Mbps upload R639pm incl. VAT	50Mbps download 50Mbps upload R839pm incl. VAT	100Mbps download 100Mbps upload R949pm incl. VAT
200Mbps download 200Mbps upload R1089pm incl. VAT	300Mbps download 300Mbps upload R1249pm incl. VAT	

Helpdesk Procedure

To ensure Affective assistance, we urge all residents to get in touch with the Service Desk directly, and from their personal/registered email addresses. Requests will not be attended to if a ticket is not formally logged with the Service Desk.

Office Hours

Surf4Life have the following admin Office hours.

Mon – Fri: 08:00 – 17:00
Sat – Sun: Closed day

Customer Support Operating Hours

After hours services include Public Holidays ad Weekends

Call Centre Agents are available 24 hours a day, 7 days a week.

How does it Work?

- 1 Send a mail to homesupport@surf4life.co.za or log via phone on 012 883 1800.
- 2 Make sure to include your unit number, contact details and a clear description of the problem
- 3 Customers will receive an email with a Ticket Reference to be used when feedback and status updates are requested.
- 4 When requesting feedback on a ticket please provide a valid reference number in order for the helpdesk to assist. If there is no formal ticket on our system a ticket will be logged and assigned in order to provide accurate feedback.
- 5 Engineers will only attend to tickets if a call is logged and they receive the ticket from the Service Desk.

Customer SLA

For all tickets logged the Customer SLA time lines are the following:

- a. Technical Ticket – 48 Hour (Business days only)
- b. Fibre related Ticket – 72 Hour (Business days only)
- c. Finance Department – 24 Hour (Business days only)

Remote assistance will be provided for any ticket logged via Phone or Mail.
Onsite assistance will be provided from the first workday after Weekends or Public Holidays.

Important Contact Numbers



Maintenance Office 065 378 4039	Mon – Fri: 08:00 – 18:00 Sat: 09:00 – 16:00
Emergency Maintenance 065 378 4039	Mon – Sat: 08:00 – 20:00 Sun: 08:00 – 15:00
Security 064 678 6365	24/7
iSwitch Prepaid Metering	Phone: 010 085 4300 WhatsApp line: 066 378 7374 Email: support@i-switch.co.za Website: www.i-switch.co.za
SAPS Kammeldrift	012 819 8211



Annexure C to the Handbook for Owners and Residents

ZAMBEZI MANOR *Lifestyle* ESTATE HOMEOWNERS' ASSOCIATION

(HOA Reg. No.: 2016/380660/08)
VI. 2016

CONDUCT RULES

Note: These Rules are registered with the CIPC (Companies and Intellectual Property Commission), embedded in the MOI (Memorandum of Incorporation) which is on its turn is embedded in the Companies Act, 2008, Act 71 of 2008.

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1. INTRODUCTION

The contents of the **Condensed Residential HANDBOOK** is also applicable.

1.1 GENERAL

The objective of the HOA is to provide a **high-quality lifestyle for the residents**. The intention of these rules is to cater for the **protection of the lifestyle estate**. Happy and harmonious community living is only achieved when residents use and enjoy their private property as well as the Public Open Space and Common Facilities in a considerate manner. The pride of the Estate depends on the extent of the contribution of every resident towards **maintaining a pleasant and safe environment** as well as a **neat and attractive streetscape**. The **security of the Estate** is regarded as of paramount importance. All **security premises and offices** are out of bounds for all residents, owners, visitors, etc, except for authorised personnel.

These Conduct Rules are applicable to all residents on the estate, owners, tenants, visitors, etc. These **rules** have been established in terms of the **Companies Act (Act 61 of 1973 and Act 71 of 2008)**: Article 60 (1), Regulation 18, the **MOI (Memorandum of Incorporation)** and the **Statutes** Article 2.10.2, rule 4: Committees Section 16 and are **binding upon all residents in the Estate**. Residents are also **bound by** any decision taken by the HOA in interpreting and enforcing these rules. In respect of the interpretation of these rules, the **decision of the HOA is final and binding**, subject to the provisions of clause 26. In the interpretation of any rule, words will carry the normal meaning, as found in the general tongue.

Whenever a resident or owner is **uncertain about any rule of the Estate**, the resident or owner must clarify the uncertainty with the HOA Estate Manager before any action or decision is taken by the owner or resident.

All projects to be initiated by an owner or resident on a residential stand must first be registered with the HOA Management and approval for the proposed project must be obtained before any action can be taken.

Only **one family** and **one family dwelling per erf** on this residential Estate is permitted. **Granny flats** are permitted for granny-like persons. **Boarding or lodging houses, Guesthouses or renting for commercial purposes** is not permitted on Zambezi Manor Estate.

All **correspondence** with/to owners/residents will be done electronically by e-mails or handouts and will be regarded as delivered and accepted by the owner/resident as from the date it was sent from the HOA office.

The **stand number** must appear on all correspondence and e-mails sent to the HOA Office of the Estate Manager.

All **rules of the Estate** are applicable to all residents, owners and visitors at all time.

It is also applicable to all parties involved.

The **latest version** of this document is applicable and replaces all previous versions of the document. Whenever there is a **change of ownership** on a stand or property, the old and new owner must inform the Homeowners' Association immediately and also submit the new owners' contacting details, e-mail address and Title Deed to the Estate Manager.

The Conduct Rules of Zambezi Manor Lifestyle Estate are superior to any other residential conduct or other rules applicable to any sub-sections or division or grouping of Units or Townhouses or any other housing that forms part of the greater Zambezi Manor Lifestyle Estate.

Ignorance of any Estate Rule is never an excuse for a penalty! Never challenge the Rules!

1.2 DISCLAIMER

Any person wishing to enter the Zambezi Manor Estate and/or make use of the Public Open Spaces or Common Facilities in the Estate does so at his **own risk**. The HOA and its management, members, agents, employees and appointees, shall **not be liable** for any injury, loss or damage sustained by any owner, resident, or any other person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees of the HOA.

Without in any manner derogating from the above, all entrants to the Estate make use of the streets thereon, whether public or private, at his own risk. Whilst every effort is made to secure and monitor the Estate, the HOA and registered owners, all their agents, employees or appointees shall not be deemed to have warranted the **safety** of any owner, resident or other persons or property (whether moveable or immovable) on the Estate.

All children under the age of 18 must be accompanied by adult supervision when visiting the clubhouse area, outdoor gym, swimming pool, toilets, braai facilities, play-sand and jungle area.

1.3 WARNING

The Estate has a security system comprising of **perimeter security, access control and physical patrolling**. The system has a **detection purpose** only. It serves as a deterrent and is not guaranteed to prevent any **intrusion** into the Estate. On the Estate perimeter, the fence is electrified and could cause injury if touched.

1.4 INSPECTIONS & MAINTENANCE

No resident may refuse access for the HOA Management or their respective service providers to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

2. BINDING NATURE OF THE RULES

2.1 All the **Estate's rules, contents of official documents, notices, annexures to documents, circulars, policy documents, procedures**, etc. and the **duties of an owner** in relation to the use, occupation and enjoyment of his erf and the use and enjoyment of the Public Open Spaces and Common Facilities shall be **binding on all owners and residents** and it shall be the duty of the owner of the erf to ensure **compliance with all these rules** by the lessees or other occupants of his erf, including the family members, guests, visitors, workers, **building contractors and other contractors** of the owner or resident. Note that this Estate is not a "*spaza shop estate*" but an **upper-class Estate** and is therefore governed by Rules ensuring that the asset of the owner is increasing in value all the time.

2.2 In the event of any **breach of these rules by an owner** or other resident or the family members, guests, visitors, workers, **building contractors or other contractors** of the owner or resident, such breach shall be deemed to have been **committed by the owner**. Without prejudice to the afore going, the HOA shall be entitled to take or cause to be taken such **steps against the person committing the breach** as they may in their discretion deem fit, with or without **proceedings against the owner**. Any contravention of these rules by any person who gains **access to the Estate** under the authorisation of an owner shall **be deemed to be a contravention by the owner**.

2.3 Should the owner or other resident of an erf or the family members, guests, visitors, workers, building contractors, service providers or other contractors of the owner or resident cause **damages** to the Public Open Spaces and/or Common Facilities, **the owner of the erf** shall be liable to the ZHOA for the **costs of repairs**.

Owner of the erf shall be liable for and pay all **legal costs**, including costs as between **attorney and own client** and expenses and **charges incurred by the HOA in enforcing compliance with these rules and the HOA may add all legal costs, expenses and charges incurred by the HOA** to the **levy statement of the owner** and **recover the legal costs, expenses and charges from the owner** as a levy debt.

2.4 All **complaints** by residents and owners must be forwarded to the **HOA office and in e-mail writing**, if possible, with photo evidence of contraventions of the rules of the Estate. It is the responsibility of new property owners to the Estate to empower themselves with the contents of all **Circulars, policies, official notices and arrangements** of the past which they have to comply with at all times. Ignorance is no excuse.

2.5 The responsibility always lies with the owner of a property to acquaint him- or herself primarily regarding the **contents of all rules of the Estate** at all time. The responsibility doesn't lie with the HOA or the Management. No owner can state at any time that he or she was uninformed or unaware of a specific rule of the Estate. The rules are also available on the website of the Estate for personal empowerment by the owner and hard copies can be obtained from the HOA Office.

2.6 A **new owner of a property on the Estate** must make an appointment with the Estate Manager at the HOA Offices in order to be inducted on the Estate, its rules, the Estate's culture & practices as well as applicable general information.

2.7 All the safety measures as determined by the Safety Act, the **Occupational Health & Safety Act, Act 85 of 1993**, as well as its **Regulations** is applicable to all building related and other projects on the Estate at all time. The rules of the Estate, the National Building Regulations, the Laws as well as the Bylaws of the City Council is also applicable and must be adhered to at all time.

2.8 Disclaimer of Responsibility

In accordance with the MOI, the Association shall not be liable for any injury to any person, damage to or loss of any property to whomsoever may belong to, upon the Estate, regardless of the cause thereof. Members shall not 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 to them. Members indemnify the Association against all claims in line with the above.

3. DEFINITIONS AND INTERPRETATION

3.1 In these rules, unless the context indicates otherwise, the following words and expressions shall have the following **meaning**:

3.1.1 **Articles** shall mean the Memorandum of Incorporation, Articles of Association of the ZHOA and all Rules as amended from time to time.

3.1.2 **Building contractor** shall mean any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of an existing dwelling or the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving, building of a swimming pool or any other structure, whether for himself or on contract or subcontract for an owner and shall include all personal of such building contractor.

3.1.3 **Building plans** shall mean the building plans for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or boundary wall or retaining wall or the laying of paving or building of a swimming pool or any other structure.

3.1.3 **Estate Manager** shall mean the Manager of all building and aesthetical activities on Zambezi Manor Lifestyle Estate as appointed by the Directors.

3.1.4 **Common facilities** shall mean those facilities erected or constructed by the ZHOA on its property, which includes, inter alia, the HOA Office block, security buildings, outdoor gym, swimming pool, change rooms and maintenance facilities that may be used by all residents for the purposes and on the conditions determined by the HOA from time to time. Children visiting these premises and equipment must be always accompanied by adult supervision.

3.1.5 **Controlling architect** shall mean the architect appointed from time to time by the HOA for aesthetic control of all building plans prior to submission thereof to the municipality approval.

3.1.6 **HOA** shall mean the Directors appointed and elected from time to time in accordance with the provisions of the Articles and hereafter referred to as the HOA.

3.1.7 **Employee** shall mean any person employed on a temporary or regular basis in the Estate by the ZHOA, the Managing Agent or the Estate Manager.

3.1.8 **Erf** shall mean an erf in the Estate.

3.1.9 **Estate** shall mean the township area Montana Gardens and some of its extensions, commonly referred to as Zambezi Manor Estate.

3.1.10 **Estate Manager** shall mean the Manager at the Zambezi Manor Estate as appointed by the Directors.

3.1.11 **Levy** shall mean the monthly compulsory subscription levied by the HOA in terms of the MOI and Articles to defray the costs of managing and administering the Estate. Levies must be paid on the first day of a month. If not, several reminders will be sent to the owner to pay his monthly levy. Monthly levies may never be in arrears.

3.1.12 **Managing agent** shall mean the person or company appointed by the HOA to assist it with the day-to-day administration of the Estate, its affairs, transactions and finances.

3.1.13 **Municipality** shall mean the City of Tshwane Municipality and its successors in title.

3.1.14 **Owner** shall mean the registered owner of an erf in the Estate.

3.1.15 **Public open spaces** shall mean the land registered in the name of the ZHOA reserved for the purposes of parks, sport, playing, resting or other forms of recreation, the access to which is controlled by the HOA, including the HOA Office block and surroundings, the bird hide and all other parks and gardens,

3.1.16 **Protected areas, green areas**, shall mean those areas in the Estate that have been identified and/or have been declared protected areas in terms of Regulations R1182 and R1183 of the Nature Conservation Act or DWARF or referred to in the ROD issued in terms of the Act.

3.1.17 **Resident** shall mean any legally registered person residing in the Estate, irrespective of whether he is an owner, a family member or the relative of an owner, or a legal and HOA registered tenant occupying property of an owner in terms of a legal lease agreement.

3.1.18 **Rules for the control of building activities** shall mean the rules to control all building activities in the Estate for compliance by all owners, building contractors and service providers which rules shall form part of these rules.

3.1.19 **Service provider** shall mean any person who performs a maintenance, garden worker, domestic, scholar transporter, installation, or repair service about a property in the Estate, whether for himself or on contract or subcontract for a resident or the ZHOA.

3.1.20 **Rules** shall mean all the applicable rules of the Estate, conduct rules, building rules, residential project rules, architectural design rules, including all other rules, guidelines, annexures, MOI, or directives resulting from these.

3.1.21 **Worker** shall mean a construction worker, or the domestic worker or gardener employed by a resident.

3.1.22 **ZMHOA** or **HOA** shall mean the Zambezi Manor Estate Homeowners Association Reg. No 2005/016517/08, established in terms of Section 21 of the Companies Act.

3.1.23 The **Developer** determines designs, develops, sets and controls the theme and sells the Estate.

3.1.24 The **Estate Management** controls, manages and administers the day-to-day running of the Residential Estate and maintains it for the future. Manages, administratively and financially, the landscaped areas and the Clubhouse buildings and amenities.

3.2 The **headings to these rules** are for convenience of reference and shall be disregarded in construing these rules.

3.3 Unless the context clearly indicates a **contrary intention**:

3.3.1 words importing the singular shall include the plural, and vice versa.

3.3.2 words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and

3.3.3 a reference to natural persons shall include **trusts, partnerships** and other **legal persons** and vice versa.

3.4 Where **figures** are expressed in **words** and in **numerals** in a rule, the words shall prevail if there is any conflict between the two.

3.5 **Words and expressions** used herein and, in the MOI, shall have the meaning assigned to it in the MOI.

3.6 If any **rule conflicts with** a provision of the Articles, the provision of the Articles shall take precedence. If any **paragraph** of a rule conflicts with each other, the interpretation of the Management shall take precedence.

3.7 When any **number of days** is prescribed in these rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed Public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed Public holiday.

3.8 All **annexures to these rules** shall be deemed to be incorporated in, and **form part of**, the Conduct rules as such.

3.9 Owners and contractors are not allowed to **interpret rules** their own way or to make their own assumptions of rules to suit their own situations. The interpretation of rules done by the Estate Manager of the Estate is the correct interpretation. Rules of the Estate must be obeyed by the owner, owner builder, main building contractor, sub-contractor, etc. consequently and persistently! Rules are made by the Management of the Estate and endorsed by the HOA and not by owners, residents, contractors or workers.

3.10 When an owner or contractor is **advised, reprimanded or punished** about the contravention of the Estate's rules, the owner/resident/owner builder/contractor must not reflect away from the contravention and generally refer to another neighbour's situation or anyone else's matters. The contravention referred to must be acknowledged and attended to without any delay. The HOA Management takes care of other peoples' situations and matters in a professional and individual way, and according to set procedures. The Management is not allowed to disclose any information about complainants, other people's or neighbour's info, letters, details, etc. to any

resident, neighbour or to any other person requesting such information, except in the case of the approval of house plans. The POPI Act prevents the HOA to disclose information.

- 3.11 Owners or contractors must never expect from the HOA Management to serve as their **messengers** when an owner have conflict with his/her neighbour, contractor, service providers, etc. The HOA Management is not permitted to intervene in such or similar cases.
- 3.12 The **procedures** for the Pre-Clearance Activities & **Pre-Clearance Inspections** and all other inspections must be followed at all time, no exceptions will be allowed at any time.
- 3.13 If a **Stand File (SF)** is not complete or the **Pre-Clearance Inspection (PCI)** is not successful, no Building Project Clearance Certificate (BPCC) will be issued and the building site will be closed for construction related activities. Registered construction workers' access to the Estate will be cancelled and they must re-register again. If building related activities did take place illegally, penalties will be imposed on the owners' levy account automatically.
- 3.14 If the **behaviour** of a main building contractor, owner builder or sub-contractor is of adverse nature or of mal-behaviour during the building process, or, if e-mails must be forwarded on a continuous basis in order to rectify behaviour or related to any aspect on the building site, such person will be put off the building site immediately by the Estate Manager of the Estate without any further notices. Access to the Estate will be denied, and he/she will not be accepted to do any form of construction related work on the Estate again/ever.
- 3.15 Although a main building contractor or owner builder signed a document or an agreement on a specific date and some changes or adjustments to such document were made afterwards, the **most recent version** of such document is applicable to the original signed document.
- 3.16 All **construction related projects** and **all others** on the Estate **must be registered** with the HOA. All **workers or people, relatives or friends** working on a building site or on a residential stand executing any type of project activity must be registered with the HOA. Possible projects are: New home building construction project on an open stand, additions, renovations, fishponds, paintwork, maintenance, paving, electrical work, louvre roofs, louvre decks, lean-to's, boundary walls, carports, swimming pools, etc.
Control on worker or people access to the Estate in relation with any project, must be executed at all time.
Damage to any infrastructure of the Estate caused by whatever reason, must be aware of at all time.
Before the **re-paint of a residential house** on the exterior can take place, the new earthly colour samples must be submitted to the Estate Manager in order to be approved by the Aesthetical Committee before the paint work can start.
- 3.17 **All rules** of the Estate are applicable to all residents, owners, tenants, contractors, workers and service providers, etc., at all time. Whenever an owner rents out his property or house to a tenant, it is the responsibility of the owner to handover a copy of the Conduct Rules to the tenant in order for him/her to know the Conduct Rules of the Estate and to obey them at all time.
Note: Ignorance is no excuse for the contravention of any Conduct Rule!
- 3.18 **Note:** If the **behaviour** of a tenant, owner, resident, service provider or any other type of person is of aversive nature, threatening anyone or of mal-behaviour and contravening the rules, or, if e-mails must be forwarded to such person in order to rectify behaviour, such person will be put off the estate immediately by the Estate Manager without any further notice. Access to the Estate will be denied, and he/she will not be accepted to be on the Estate.
- 3.19 **Density of Occupation on Residential stands.**
Not more than a total of 2 person's, times the number of bedrooms, shall be allowed to stay or reside in a house or unit.

3.20 Communication.

All communications between the Estate Manager, owners, residents, service providers as well as contractors will only be done by means of official e-mails and telephone calls. No SMS's, WhatsApp's or similar social media systems may be used.

It is the sole responsibility of the owner, resident and the contractor to ensure that his/her e-mail system is always in a workable condition.

If the owner, resident or the contractor changes his/her e-mail address, the Estate Manager must be informed by means of an e-mail immediately after the change of the e-mail address.

No social media communication is permitted from the HOA's Estate Manager or Management side.

All telephonic complaints must be done by means of an official e-mail in order to be registered.

All e-mails send from the HOA Office of the Estate Manager is regarded as officially send. No owner or contractor can claim they haven't received a specific e-mail if the proof of the sent e-mail is available in the Estate Manager's office.

Cellphone calls to the Estate Manager are limited to office hours only. Emergency calls after office hours must be directed to the **Control Room of GuardNet Security: 071 878 4005**.

If the cellphone number of the owner, resident or contractor changes, the Estate Manager must be informed about the new cellphone number immediately by means of an official e-mail. This is also applicable to any other contacting details of owner and contractor.

Penalty for neglecting this Rule: The owner or contractor will be fined R1500,00 per contravention.

4. ESTATE SECURITY

4.1 SECURITY RULES

In the interest of providing an **effective security system**, residents shall at all time **adhere to the security rules as prescribed from time to time**, and residents shall at all times **respect and treat** the security personnel in a courteous and patient manner.

4.2 THE ESTATE AND SECURITY IS DESIGNED TO FUNCTION AS FOLLOWS:

4.2.1 The Estate shall provide an **access control system**, which shall be manned 24 hours per day, but **residents are however responsible for their own safety and protection of their own private property**.

All residents must be registered officially as a resident in order to be registered for access to the Estate. All the necessary documents must be completed in full, and ID copies must be submitted for registration. Note: No registration as a resident on the Estate – no access to the Estate!

4.2.2 On application and full motivation, residents can be issued with **access cards** only if no fingerprint can be identified. A card as a substitute for **fingerprint access** will be issued at a fee as determined by the HOA from time to time. The card is a personal card and can only be used for personal access and can't be transferred or used by another person. When any form of misuse is suspected, the card will be cancelled at once. The security company will allow vehicles with access cards free access to the Estate.

4.2.3 Residents who are not in possession of an **electronic access card** or **the card was cancelled for whatever reason, or no fingerprint access** must sign the **Access Control Register** every time they enter or exit the Estate.

4.2.4 **Building contractors and other contractors** having **business in the Estate** together with their **permanent and temporary workers** will be issued with contractor's access cards or fingerprint access and contractor's employee access permits on application and motivation and upon payment of the fee determined by the HOA from time to time. Building contractors shall **furnish the Estate Management with all the documents** as may be required including **police clearance**.

4.2.5 If possible, the Security Centre at the gate should be advised **in advance** of the pending **arrival of visitors** and relating to **vehicle registration numbers** and the **address to be visited**.

4.2.6 At night, the Estate will be **patrolled** on a clocking system & random basis by **security guards**. Building sites will be searched and vehicles that are not parked inside a garage will be observed for workers who did not exit the estate in time at knock-off hour or sleep over illegally.

4.2.7 All **residents, domestic workers and other persons** who reside or work on the Estate must be **registered with the HOA & Security** and must **complete all the required registration forms**.

4.2.8 The **perimeter wall and electric fencing** serve as a **deterrent and detection function** and are **not guaranteed to prevent a determined attempt at intrusion into the Estate**.

4.2.9 Every **domestic worker**, prior to being engaged to work in the Estate, must be registered by the owner for security via the Association's Office and issued with a card for access. When a domestic

employee is discharged the owner must immediately inform the Association's Office to allow cancellation of the access card.

4.2.10 **All communications, calls, functions, meetings**, etc. must be addressed to and with the Estate Manager during official office hours by means of e-mails or physical telephone calls only. The Estate Manager will forward, by means of his expertise, complaints if and when necessary to the address of relevant structures.

The **official working hours** of the HOA (Estate Manager's) office are as follows: Mon-Thurs: 08:00-16:00 and Fridays 08:00-15:00. Official hours are filled with scheduled meetings therefore consulting hours are from 10:30 to 15:00 Mondays to Thursdays only. Appointments to meet with the Estate Manager are compulsory based on the full daily schedules and to prevent long waiting hours by unscheduled owners or visitors at the HOA office in order for scheduled clients to finish off their business with the Estate Manager.

Consulting hours to see the Estate Manager and to make appointments are as follows: Mon-Thurs: 10:30-15:00. Fridays: no consultations can be scheduled due to the weekly inspections of building sites and residential stands on the Estate as well as investigations and complaints.

The HOA **office is closed** over weekends, public holidays, as well as the period between middle December to the middle of January every year.

Appointments with the Estate Manager must be made during consultation hours to prevent disappointments and to experience people waiting for long periods at the HOA office in order to see the Estate Manager whilst other visitors to the Estate Manager exercise their pre-scheduled privileged appointments.

4.2.11 In **emergency cases after the official office hours**, the security control room must be contacted by residents to report any emergency case. The Estate Manager must not be contacted after official office hours and during his private time. The control room will investigate cases and take the necessary actions and precautions to safeguard residents and the estate. If necessary, the control room will contact the Estate Manager during after-hours to inform him about any serious case.

4.2.12 For security reasons not to be announced, the security guards must search every vehicle entering and exiting the Estate.

4.2.13 No person without a **legal drivers' licence** is permitted to enter the Estate or to drive a vehicle on the Estate.

4.3 PRIVATE SECURITY

Residents may employ **private security companies** should they wish to do so, but this however in no way excludes them from their obligations to the HOA. All **private security is the responsibility of the resident**. Residents must ensure that **no more than one security board** is placed on the perimeter wall of an erf. The **HOA will remove and dispose of any excess boards**.

It is strongly recommended that each individual residential house is to be fitted with an effective alarm system and to be connected to a security company's response unit. The fact that residents are living on a security estate doesn't prevent any home intrusion activities or suspected behaviour.

4.4 ACCESS CONTROL

The entrance to the Estate has been equipped with computerised **access control system** for the safety of residents.

The **co-operation of all residents** is needed to ensure the successful operation of the system.

No visitor, owner, resident may **block any of the entrances to the Estate** in whatever way. A fine of R5000,00 will apply for this contravention.

Residents shall comply with the access control procedures resulting from these rules. For the complete information regarding access control, contact the HOA office for the latest version of the access procedures.

All owners and residents must be **registered on the I-Gate access system** as well as on the **biometric registration system**.

An owner or resident is not permitted to open **access to the estate illegally** or misuse the access system for **non-registered construction workers or other workers, domestics, gardeners, tenants, friends, visitors, banned persons from the Estate, strangers, suspicious persons or unknown persons etc**. Misuse also covers requests to the security or any telephone request to any other person to open the boom gate for entry or exit from the Estate instead of using the I-Gate or biometric access/exit for this purpose. Such mal-behaviour puts the whole Estate at risk.

No owner or resident may request the security guard to open the exit boom for a non-registered person by phoning the residents and to press 9.

Residents **contravening the access procedures** and rules must face the **R5000,00 spot fine** with immediate effect as well as legal action.

The **Access facilities** of residents who don't comply with the Access Control Rules of the Estate will be disabled until such time that all the Estate Rules are complied with.

Scanner calling costs: a resident is permitted only to the cost of R100,00 per month for free scanner calls. Costs for scanner calls above the value of R100,00 per month will automatically be imposed on the levy account of the owner.

4.5 ACCESS TO THE ESTATE

All legally registered residents must be registered for **biometric access** and **I-gate access** only if the below is met in full.

4.5.1 **Biometric (fingerprint) access, I-Gate access,** access cards or official permits issued by the Estate Manager can only be issued to residents and/or residents' building contractors if their financial liabilities (levies & penalties) towards the HOA are settled in full.

4.5.2 **Levies and building deposits must be paid monthly up front by owners and never be in arrears** for access to and from the Estate, and, for **any project on the Estate to commence.**

4.5.3 The **biometric and I-gate access** of owners who are in **arrears with levy payments** will be **disabled until such accounts are settled in full** or a **specific arrangement** is arranged with CSI.

4.5.4 Such owners will only be allowed to enter the Estate not later than **19:00 on Monday to Fridays** and will not be allowed to **exit the Estate before 07:00 in the mornings on Mondays to Fridays.**

They will also only be allowed to **enter the Estate not later than 19:00 on weekends and public holidays** and will not be allowed to **exit the Estate before 07:00 in the mornings on weekends and public holidays.**

→ Such guard to control these instructions, must seek permission for the *levies-in-arrears* owner to enter or exit the Estate, within the said hours, from cellphone number 076 725 4892.

4.5.5 Owners with *levies-in-arrears* have to **complete and sign the "Levies-in-arrears Access Control Register"** with all the correct and true-full information, neatly and in full.

4.5.6 **Positive identification** documents (ID or Passport) as well as the **non-expired vehicle drivers' licence** must be presented to the Security Officer on duty. This Rule is enforced by **the HOA.**

4.5.7 The **Security Officers** at the entrance gates have **no discretion** to this matter of access and can't make any decisions in this regard to sidestep the Rules of the Estate.

4.5.8 The **identification documents (ID's / Passports) and drivers' licences** of all residents must always be available for inspection by the Security Officers and the Estate Manager.

4.5.9 RE-INSTATEMENT OF ACCESS:

Biometric: After the **full settlement** of a *levies-in-arrears* levy account, the owner has to re-instate his/her biometric access re-registration again at the main entrance guard house between 15:00 and 16:00 Monday to Friday and **ONLY** when a written permission is granted by the Estate Manager. Such written permission will only be issued after the proof of the full payment for the *levies-in-arrears* amount or written proof for a specific arrangement with CSI.

I-Gate: The I-gate access re-registration for an owner with a settled *levies-in-arrears* account, with proof of the full payment for the *levies-in-arrears* amount or with written proof for a specific arrangement with CSi, will be done in the Estate Manager's office after such proofs are submitted.

4.6 VISITORS TO RESIDENTS

Visitors or guests of residents shall always adhere to the instructions of Security to gain access to the Estate and must obey all the Rules of the Estate. Estate residents are always fully accountable for the behaviour of their visitors.

4.7 DOMESTIC WORKERS, GARDEN WORKERS and other WORKERS

Residents shall ensure that their **domestic workers, gardener workers and other workers are registered, also for biometric access** with the Estate Manager and shall ensure that they adhere to all **security measures** as may be applicable from time to time.

All workers must be registered at the HOA office for biometric access. They will be issued with an **identification access card** as well.

No domestic or garden worker or any other worker may enter the Estate by means of an **owner's private vehicle** through the residents or visitors' entrance gates. Such domestic or garden worker or other worker must enter and exit the Estate through the **turnstile** and by means of the finger biometric identification access.

Contravening these Rules will contribute to the automatic impositioning of a penalty of **R2500,00** on the levy account of the owner.

The rules on **transporting** of all construction workers as stipulated in all the Rules are fully applicable.

Domestic workers, gardeners and all other workers must be always in possession of their ID's as well as their estate Access Cards.

The **Building Rules** for worker registrations also applies at all times.

4.8 ALARM SYSTEMS FOR HOUSES

All residents are encouraged to install, at own cost, an **alarm system in their residential homes**. The alarm system must not **disturb neighbours** or the neighbourhood in such a way that it is activated without a real thread to the house owners. No unnecessary false alarming or "sirening" is permitted that will lead to **unnecessary noise and nuisance** to neighbours. The **installation** of a buzzer inside the house to sound the alarm is acceptable. No **siren or siren horn** is acceptable neither on the **outside or the inside** of the house. The **buzzer** to alarm house owners inside the house must be installed inside the house preferable in the corridor. The alarm system must be linked to a **reputable reaction service** for immediate support.

4.9 ACCESS BY ESTATE MANAGEMENT TO ERVEN / PROPERTY / BUILDING SITES

4.9.1 After having received reasonable notice from the Estate Management, an **owner must allow** a person authorized thereto by the Estate Management to enter his Erf to do inspections, **prune trees, shrubs and plants** which interfere with the proper functioning of the **security system** or **to repair or carry out maintenance** of any **pipes, wires, cables and ducts** existing on the erf concerned and being used or capable of being used in connection with any Public Open Spaces or Common Facilities, including the security system.

4.9.2 The Estate Management may gain access to erven for a specific purpose during the **absence of the resident from his property**.

4.9.3 For **inspections to building sites** the Estate management or appointees has the **unconditional right to visit any site** whenever it is convenient for the management to do so and to **assess whether all the rules of the Estate are followed during building construction, maintenance and aesthetical environment inspections, etc.**

4.9.4 The Estate Manager of the Estate or his appointee will do **weekly aesthetical inspections** of residential stands, houses and structures in order to ensure that structures and houses are well maintained, and the aesthetical environment is clean, save and in accordance with the rules of the Estate. The permission from an owner for **managerial access** to stands that must be inspected annually for the aesthetical appearance of a residential house or structure, or for investigations, is not required.

4.10 ABSENCE FROM PREMISES

Residents are requested to **inform the Estate Manager or Security** if they will be **away from their premises** for a period of **longer than 4 (four) days**. Residents shall furnish the Estate Manager or Security with their **contact details** and/or the **contact details of the person/s that will be occupying the premises** during that time, to enable the Estate Manager or Security to contact the resident during his absence if needed. The ZHOA accepts **no responsibility** for the premises.

5. ESTATE BOUNDARY WALL AND FENCE

5.1 No person may **damage or remove any part** of the Estate's boundary wall or security fence.

5.2 **No attachments** may be made to the boundary wall or security fence without the prior written approval of the Estate Manager.

5.3 **No signage** whatsoever may be erected against or on top of the boundary wall or security fence.

5.4 Residents living on property adjacent to the Estate boundary wall or perimeter must ensure that a minimum area of **1.5 meter** on the inside of the Estate's boundary brick wall or palisade fence are **kept clean** of any flora or any other obstruction to ensure that the **maintenance of the boundary wall** and **electric security fence** and security patrolling can be carried out.

5.5 **No resident may refuse access** to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall / palisade fence or security related equipment (trimming of plants). Repairs and maintenance will be coordinated with the Management. Residents must be cooperative regarding any fence / wall related issues, as this poses a major security risk and impacts on all residents within the Estate.

5.6 Whenever the **Estate's boundary wall** forms part of the boundary walls of a stand, the Estate's boundary wall must be maintained by the owner of the stand.

6. SERVICE PROVIDERS

6.1 All service providers must be registered and accredited for each year (January to December) of regular service rendered to residents on the estate e.g. garden service, doggy parlour service, etc. the Service Providers form must be completed and proof of the registration fee must be submitted together with the orange registration form.

6.2 A resident who wishes to employ a service provider for **a single engagement** must see to it that black-n-white copies are made of the worker's ID (or Passport copy, + non-expiring work permit inside the Passport or non-expiring Asylum document) and the **day permit form** is completed at the Estate Manager's office before the service provider will be permitted to enter the estate.

6.3 Service Providers may not place any **sign advertising their or other business** on any property on the Estate.

No **flyers** may be handed out at the main entrance gates to the Estate, except that of the HOA. No informative, requesting or advertising flyers may be pasted to any place at the main entrance gates, except that of the HOA.

6.4 A **Service Provider** (gardener, domestic, etc) may be **present on the Estate** or **operate** only during the following official **working hours**:

Monday to Thursdays: 07:00 – 17:00

Friday: 07:00 – 15:00

Saturday: 07:00 – 13:00

In case of **after hour emergency repairs** (water, electricity, sanitation, alarm system) to be performed, the resident must **inform the Security Personnel** at the Main Entrance to obtain approval and access for that specific repair.

6.5 An application for permission to **work outside the normal working hours**, together with the **written consent of all adjacent neighbours**, must be lodged with the Estate Manager at least **5 (five) working days prior to the intended work**, unless the Estate Manager, in a particular instance, agrees to a shorter period.

6.6 **Sundays and Public holidays** and the period between **the second week of December and the 2nd week of January**, are **not normal working days/periods** and no construction related Service Provider may work on the Estate on these days/period. A Service Provider may, however, on written application and in the discretion of the Estate Manager be allowed to work on these days only if the **application**, together with the **written consent of all adjacent neighbours**, is lodged **in writing** to the Estate Manager for consideration and agreed to or not. This must be done at least one week before the official year-end closure of the HOA offices.

6.7 Mail deliveries

A physical street address in the Zambezi Manor Lifestyle Estate is not a valid postal address as no postal deliveries are permitted. It is essential that a private mailbox address is obtained and rented. The Post Office maintains private post boxes situated in Derdepoort Shopping Centre or any other centre.

6.8 Private residential alarm systems

It is strongly recommended that owners install their own private home alarm systems together with a armed response unit.

6.9 Groundsmen and Security officers

No resident may give any form of instruction or request to the Security officers on duty or to the Groundsmen working on the Estate. All matters must be referred to the Estate Manager.

7. TRAFFIC CONTROL AND USE OF ROADS

7.1 The **roads** of the Estate are for the **movements of all residents**, whether on foot, or by mechanical means. **Vehicles must yield to pedestrians**, as pedestrians shall have the right of way.

7.2 Residents are to note that pedestrians may **cross the roads** on the Estate. Motorists must always **approach road crossing pedestrians** with great caution. Should pedestrians to cross the road be noticed, motorists must bring their vehicles to a complete **stand-still**. The Estate Manager has the authority to **fine motorists** who disregard the Estate's road rules. Stop signs means to stop dead.

7.3 **Parents are solely responsible if their children** are playing in roads and at the swimming pool. Playing in roads must be discouraged.

7.4 Unless specifically stated otherwise in these rules, the **normal statutory traffic laws** apply in the Estate in accordance with Regulations of the Road Traffic Act, (Act 75 of 1984). Any transgression on the Road Traffic Act of South Africa, Act 75 of 1984 will be misconduct in terms of these rules and the HOA have the right to **introduce fines** and enforce payment of fines for such **misconduct** in addition to any fine imposed by the authorities in terms of the Road Traffic Act, Act 75 of 1984.

7.5 The **speed limit** on the **Estate is restricted to a maximum of 30 km/h** all over the Estate. Vehicles must at all time be drive with the utmost care on the Estate and with respect to pedestrians. Vehicles may not be operated or repaired on **private properties, green areas** or on **open stands** or anywhere other than on the Estates' **tar roads**.

7.6 No **unlicensed vehicle** or **non-roadworthy vehicle** will be **allowed to use the roads** or Public Open Spaces in the Estate.

7.7 No **unlicensed drivers** may be allowed to drive on a road, drive a mechanised vehicle either on a road or on any Public Open Spaces on the Estate.

7.8 Vehicles that, in the opinion of the HOA, produce excessive **noise** or **spilling oil** or **concrete** on **any tar road on the estate** will be prohibited from entering the Estate and/or being operational on the Estate.

7.9 No “**veldt**” **motorcycles**, such as scramblers, quad bikes, three wheelers, etc. will be allowed to use the roads or Public Open Spaces if they would not be allowed on a normal Public road. Only **licensed and roadworthy vehicles will be allowed**. **Unlicensed vehicles** must be transported by trailer or by LDV. Only the estate’s HOA golf carts and security golf carts are permitted to roam the estate.

7.10 Use of the roads will be restricted in terms of noise emission and the Estate Manager has the sole delegated power to determine if a **vehicle is unnecessarily noisy** or not. The Estate Manager may **bar the use** of that vehicle from further use on the Estate, until the **necessary modifications** have been done to the vehicle. The Estate Manager must **evaluate** the vehicle prior to it being used again on the Estate. If the permission to resume use has not been received, the offender will be **fined** to an amount equal to the normal fine for violations applicable at the time of transgression.

7.11 Users of **Ride-on lawnmowers** must adhere to the same rules as depicted in 7.9 and 7.10 above. No such lawnmower for the official Estate mower in use to maintain the Public Open Spaces will be allowed to **utilise the roads** or to be used as a mode of transport on the Estate.

7.12 **Vehicles may not be left unattended or parked** in such a manner that they may cause an **obstruction to other road users**.

7.13 Residents must temporarily park their visitors’ vehicles on the **designated parking bays** at the HOA Office when parties or functions are going to take place at a residential stand. The Management must be informed at least two weeks in advance and in writing about such request and arrangement to get the necessary permission from the HOA.

The owner must **arrange for access for the visitors** with the Security and with the HOA in writing and in advance, as well as for **transport between the HOA Offices’ parking bays and the owner’s residential stand** where the function or party is going to take place. Visitors must be transported and are not permitted to walk on the Estate or between the parking bays and any residential stand. No vehicle may be stood, parked, semi parked, permanently parked, repaired or stored on a **residential stand, vacant erven, open stand, Public Open Spaces, green areas, sidewalks, sidewalk lawns, pavements or where it effects the natural aesthetical appearance of the Estate**. The Management may cause to be removed or **towed away**, or the **wheels to be clamped**, at the **risk and expense of the owner** of the vehicle, including the payment of a **release penalty** in respect of the release of the vehicle, as determined from time to time by the HOA or Management, any vehicle, parked, standing or abandoned on the Public Open Spaces, roads or on a vacant erf in contravention of these rules.

7.14 **Bicycles** shall have preference in the usage of the Estate roads over that of vehicles. Children and cyclists must however adhere to all the **rules of the road** as well as the **rules of the estate** regarding road usage. Bicycles may not be operated on **sidewalks** and the Clubhouse area but may be used on the pedestrian walkways, subject to the conditions imposed from time to time by the HOA. No bicycles are permitted at the Clubhouse area and swimming pool area.

7.15 **Skateboards, roller blades and similar** may not be used on roads, sidewalks, Public Open Spaces, Clubhouse areas, benches at parks and pedestrian walkways on the Estate.

7.16 **No motorised modes of transport of whatever nature**, except for the Estate’s maintenance vehicles, are allowed in and on the designated paths, lawns, parks or Public Open Spaces.

7.17 **No shortcuts** may be taken through **open stands** or by shortcutting traffic circles and trespassing traffic rules of the Estate as well as that of the City Council.

7.18 **Tail gating** of vehicles through the entrance gates of the Estate is not permitted in any way. Penalties will be imposed on the levy account of an owner each time tail gating takes place.

7.19 No car, bakkie or vehicle may exceed the **speed limit of 30km/h** on the Estate. If so, the HOA has the legal right to fine the driver of the vehicle as well as the owner of the stand/house.

7.20 No vehicle may perform any form of **excessive noise** on the streets of the Estate. On all the streets vehicles must be driven with great care and the **exhaust sound** of vehicles must be silent, soft and absorbed without any form of modifications creating noise.

7.21 Fine for contravening any **traffic rule of the Estate**: R2500,00 per contravention. **Spot fines** of R5000,00 also apply.

8. PUBLIC OPEN SPACES, GREEN AREAS AND COMMON FACILITIES

8.1 Common property, open stands and residential stands.

Common Property - Gate houses, gates, perimeter estate fence, pool, gym and communal facility buildings are maintained by the Association and the cost is part of the monthly levy.

Open stands unregistered in the name of an owner – The HOA will cut the veld grass on the stand and the sidewalk until the stand is registered in the name of an owner.

Open stands registered in the name of an owner – The HOA will cut the veld grass on the sidewalk only. The veld grass on the stand is the responsibility of the stand registered owner. The veld grass may not be higher than 40cm on the open stand. The HOA may instruct a service provider to cut veld grass and weed on open stands and construction sites when the height limit of the veld grass is exceeded. In such cases the cost for the cutting will be imposed on the levy account of the owner. Whenever photo evidence of a matter is needed for whatever reason the cost of each photo is R100,00 and will be imposed on the levy account of the owner.

Construction stands/building sites – The main building contractor is responsible for the cleanliness of the site, including the sidewalk in front of the site as well as the street in front of the site. The HOA may instruct a service provider to cut veld grass and weed on construction sites and sidewalk when the height limit of 20cm is exceeded. In such cases the cost for the cutting will be imposed on the levy account of the owner.

Residential houses – All residential and legally occupied houses must have lawn planted or artificial lawn on the roadside / pavement and on the front part of the garden. The lawn on the roadside / pavement of a residential stand as well as on the street front garden of the house must during Spring, Summer and Autumn be mowed and well maintained every week before Friday's residential stand inspections. *All pavements, sidewalks, road reserves, street sides between the boundary line and the kerb line, and all servitudes belong to the Municipality and are therefor controlled by the HOA regarding its nature, development and maintenance. Roadside pavements between the boundary line of a house and the kerb line, as well as on roadside servitudes, are to be covered by lawn and flowers without obstructing any drivers' view. No obstacles are permitted next to a road. Trees to be planted on these areas must be approved by the HOA/Estate Manager. Whenever changes to these areas are to be made by owners, the written approval of the HOA by means of the Estate Manager must be obtained in order to ensure the natural aesthetical appearance of the Estate.*

The HOA may instruct a service provider to cut lawn and/or weed on residential stands when it is not well-maintained according to the discretion of the Estate Manager. In such cases the cost for the cutting will be imposed on the levy account of the owner automatically.

The maintenance of a residential and/or occupied house internally and externally including all railings, fencing, boundary walls, paving, paving grids, roof, lawns inside and on the pavement in front of the house is the responsibility of an owner/resident and is therefore not covered by the levy.

8.2 **The Public Open Space and Common Facilities** are for the benefit and use of all residents who shall use and enjoy the Public Open Spaces and Common Facilities in such a manner as not to unreasonably **interfere with the use and enjoyment thereof by other residents**. The Public Open Spaces and Common Facilities are for the leisure and use of all residents and their guests, on condition that such use does **not interfere with** or **negatively affect the rights** of other residents. It is recommended that residents limit the **number of guests to no more than 20** people. If more people are to be accommodated, **prior approval** must be obtained from the Estate Manager at least one week in advance during normal **office hours**.

8.3 The HOA **reserve the right of admission**, use and enjoyment to the Public Open Spaces and Common Facilities. This right to deny a person admission will only be exercised in respect of any person who **persistently breaches** the provisions of these rules. **Residents** shall be **responsible and accountable** for the **actions of their guests** and must **inform their guests** and their children of these **rules**. The HOA reserves the right to have any person(s) not complying with these rules, **removed** from the Public Open Spaces and Common Facilities.

8.4 Residents shall **comply** with the following provisions, in respect of the use of the Public Open Spaces and Common Facilities:

8.4.1 The Public Open Spaces and Common Facilities may **not be damaged** in any way.

8.4.2 No **trees or other flora** may be **removed** from or planted on Public Open Spaces without prior written permission of the Estate Manager.

8.4.3 **Picnics** are permitted in the designated clubhouse braai area only after reservations/bookings with the Estate Manager.

8.4.4 All **dogs** must be on a leash when present on the Public Open Spaces and the **excrement of the pet must be removed** and suitably discarded by the pet owner.

8.4.5 **Pets** may not be allowed to enter **water features**.

8.4.6 No persons other than residents or their guests may use the **walkways** or Public Open Spaces.

8.4.7 **Vehicles** may not be **parked** on Public Open Spaces, Green areas or Walkways except in the designated parking bays.

8.4.8 **Braai areas**: Two braai areas are available. Residents must book at the Estate Manager's office at least 1 week in advance for the use thereof. The braai areas, the open-door kitchen, the swimming pool, the outdoor gym area and the toilet facility must be left cleaned and spotless after the function or picnic.

8.4.9 **Children under the age of 18 years** must be accompanied by an adult when visiting the Clubhouse area and swimming pool area. Children 18 years of age and older must be able to swim properly in order to be permitted at the swimming pool.

8.4.10 The swimming pool will be **locked** annually during Wintertime as from May to September, not to be used by anyone during this period. No swearing, noising, radio music, drinking or any bad language or behaviour is permitted at the swimming pool and braai areas.

8.5 The following conduct is **prohibited or not allowed** in public or on the Public Open Spaces, Clubhouse areas, walkways, green areas and Common Facilities:

8.5.1 The **use of alcohol or illegal substance (drugs)**.

Glass beer bottles or breakable glass drinking glasses are not permitted on the clubhouse area: braai areas as well as the swimming pool and jungle area.

8.5.2 **Excessive noise** is not allowed, and therefore no audible music, loud instruments or any other form or source of noise (including vuvuzelas, car hooters, radios, etc.) will be allowed.

No music or noise is permitted at the Clubhouse area during official office hours of the HOA Office.

8.5.3 **No motorised bikes, motorised scooters, quad bikes, or motorised toys** are allowed.

8.5.4 **No open braais, open fires or fireworks** are allowed.

8.5.5 **No temporary or permanent structures**, including tents, display boards or the like, that is not part of the approved landscaping may be erected. Temporary permission for temporary structures may however be granted by the Estate Manager upon application by a resident, including for items such as inflated jumping castles. The location, noise levels etc. will be some of the criteria evaluated by the Estate Manager, before permission is granted.

8.5.6 **Tampering with and unauthorised use of any equipment or written notices** located in or on the Estate, **construction sites** or on the **Public Open Spaces** is not allowed, and **strong action** will be taken against such offenders, which may include laying **criminal charges against offenders**. Damage caused by residents' or their children and guests will be for the account of the owner.

8.5.7 **No rubble or refuse** may be **dumped or discarded** on the **Public Open Spaces**, on **green areas**, on **vacant stands** or on **erven/stands**. Contraventions will be fined and/or with prosecution by means of the **City Council's bylaws**.

Furthermore, the **HOA can remove the rubble or refuse** and in the case where the perpetrators are known, will do so **at the costs of the perpetrator together with a fine**.

8.5.8 **Littering, plastics, papers, etc. of any kind** is strongly prohibited and a **fine** will be issued automatically and immediately for this offence. The Estate Management may **issue spot fines** for dumping or littering. Under no circumstances may building materials, top soil, sand, concrete, cement, bricks, tiles, bags, plastic strings, paper, garden refuse, domestic refuse, lawn cuttings or whatsoever be dumped/kept/stored on an open stand, green area, pavement, etc. by an owner/resident – it must be kept inside the boundaries of the owner's stand.

An appeal is made to residents to develop the habit of **picking up and disposing any litter** encountered on the Public Open Spaces.

8.5.9 **Fauna of any nature** may not be harmed or trapped on any Public Open Spaces, be it by people or by dogs.

8.5.10 Residential **swimming pool wastewater** may not be channelled or emptied onto the Public Open Spaces, green areas, neighbours' stands, etc. but must be channelled inside the applicable stand to the street's **storm water system**. **Permanent ducting** for swimming pool wastewater must be installed by residents or their contractor who installs a swimming pool on a premise.

8.6 All Public Open Spaces and Common Facilities are **used at own risk**. Any person on the Estate or using any of the Public Open Spaces and Common Facilities does so entirely at his own risk.

8.7 No person shall have any **claim against the HOA** of whatsoever nature arising from such use, nor for anything which may befall any person during such use, whether caused by human or animal agency, natural phenomena or otherwise. The HOA and the Estate Manager shall not be **liable for any injury, loss or damage** of any description that any person may sustain, physically or to his property directly or indirectly, in or about the Estate nor for any act done or for any neglect on the part of the HOA or any of its agents, employees or appointees.

8.8 No unofficial **posters, business cards** or information **notices** by owners or residents may be displayed anywhere on the Estate or at the entrances to the Estate. Unofficial pamphlets may not be distributed on the Estate or handed out at the entrance gates or handed over to the security for distribution unless it is officially authorised by the Estate Manager.

8.9 **Recreation and the repeating of contraventions of the Estate's Rules**.

The swimming pool, outdoor gym, kid's playing area, green area and braai facilities are available and they are subject to the HOA's rules.

Parties must be conducted with minimal noise generation.

No **music or merrymaking** may be heard beyond the boundaries of the applicable property between 23:00 and 07:00am. Contravention leading to complaints will be punishable by a fine.

Repeating offenders will face spot fines or legal actions and application to remove undesirable residents from the estate premises.

Unruly and noisy guests and visitors will be escorted off the Estate and will be refused future access to the Estate.

8.10 No resident is permitted to **walk through the vehicle entrances and vehicle exits** at the main entrance gate of the Estate. The turnstile must be used for all pedestrians.

8.11 No resident or unauthorised person is permitted to enter the **security guardroom** at the main entrance gate.

9. USE OF THE OUTDOOR GYM, BRAAI AREA, SWIMMING POOL & JUNGLE

9.1 Residents shall comply with the following conditions relating to the **usage of the outdoor gym and braai facilities**:

9.1.1 To utilise, **reservations/bookings** must be made in advance with the Estate Manager. The erven number, purpose, timeframe, cellphone number and resident name as well as signature is required.

9.1.2 Bookings of the braai areas may only be made up to **two weeks in advance**. A deposit of R1000,00 must accompany the booking.

9.1.3 **Cancellation of bookings** must be made 24 hours in advance.

9.1.4 **The HOA will not be accountable or reliable to any happening, injury or incident at the swimming pool or braai areas**. The swimming pool can be booked.

9.1.5 All persons using the swimming pool must be dressed in proper swimming suits.

- 9.1.6 Users of the swimming pool must keep the **noise level** down. No loud music or excessive **shouting, screaming or foul language** will be tolerated. Any **defects or damage** to the swimming pool or equipment must be reported to the Estate Manager during office hours and without delay. Damage will be for the account of the owner of the stand.
- 9.1.7 Any damage caused to the outdoor gym or braai areas or its equipment, will be for the account of the owner of the erf.
- 9.1.8 Braai areas: Two braai areas. Residents must book at the Estate Manager's office at least 2 week in advance for the use thereof. The braai areas, the open-door kitchen, the swimming pool, the gym area and the toilet facility must be left cleaned and spotless after the function or picnic. If not, a penalty of R2500,00 will be imposed on the levy account of the neglecting owner.
- 9.1.9 Nobody is permitted to tamper with the swimming pool equipment.
- 9.1.10 All school children visiting the clubhouse area (gym, swimming pool, braai areas, play sand area, etc.) must be accompanied by adult supervision. No adult supervision – the children will be sent back home. Children are not allowed to climb on to the roof of the braai areas or to execute illegal activities at the clubhouse area.
- 9.1.11 The **use of alcohol or illegal substance (drugs) is not permitted.**
- 9.1.12 **Glass beer bottles or breakable glass drinking glasses** are not permitted on the clubhouse area as well as the swimming pool and area.

10. PROTECTED AREAS / GREEN AREAS

- 10.1 Green areas, and others on the Estate are demarcated **conservation areas** and may not be used by residents in any way.
- 10.2 Green areas are also indicated as **canal areas** and **canal shoulders**. A plan indicating the areas are obtainable from the Estate Management.
- 10.3 These Protected green areas are **environmentally sensitive** and can be **demarcated** and/or **fenced**.
- 10.4 Compliance by residents to the requirements of the Management Plan will be **monitored** by officials from the Department Agriculture, Conservation and Environment. **Heavy fines** will be issued to persons not complying with the requirements.
- 10.5 No **development** of any kind by owners and residents is permitted on green areas.
- 10.6 No **paving, garden furniture, garden ornaments, trees, plants, pot plants, playground equipment**, etc. is permitted on green areas.
- 10.7 No **unauthorised vehicle** may enter green areas.
- 10.8 Green areas may only be **maintained** by the Estate Management themselves.
- 10.9 No **lawns** may be planted on green natural veldgrass areas.
- 10.10 **Irrigation** to green areas may not be installed by owners or residents.
- 10.11 No **digging** on green areas or the planting of trees, plants, flowers, etc. are permitted unless the necessary written approval has been granted by the Management.
- 10.12 No **garden rubble, building rubble, building materials** or any other rejected materials may be dumped or off-loaded onto green areas.
- 10.13 No residential couplings for **residential or private irrigation** may be fitted to the HOA's irrigation system that is running on the Estate.

11. NOISE AND NUISANCE

- 11.1 The **volume of music or electronic instruments** should be tuned to a level so as not to be heard on adjacent properties.
- 11.2 **Partying or a function** must be conducted with the minimum noise. No music, noise or merrymaking, etc. may be heard outside the boundaries of the applicable stand, especially between **23h00 midnight and 07:00**. Agreement to a party or function at a residential home must be obtained in writing from the neighbours, as well as the approval by the HOA Management, two weeks in advance. The written agreement of all the neighbours must be submitted together with the application for the party or function to the HOA for approval. Only after approval by the HOA for a party or function may arrangements for a party or function start. Only 10 cars maximum are allowed for parking on the Estate for a party or function and must park in the parking bays at the HOA Office. All

visitors must be vehicle transported by the host to the residential home where the function will take place. No visitor is permitted to walk the streets, sidewalks or green areas. No more than 4 cars/vehicles are permitted to park in the driveway on a residential stand. Persons planning a party or function must inform the HOA in writing with full information about the nature of the function well in advance.

11.3 Residents must at first address **complaints of disturbances** directly to the person causing such disturbance, if unsuccessful, report it to the Security Control Room of the security company or to the Metro Police or SAPS. Any noise above **6.5 decibels** is considered a disturbance. This rule is also applicable to dogs barking and other noise levels such as that of bird pets, etc.

11.4 The **DIY mechanical maintenance of resident's vehicles** must be conducted out of sight from the Estate roads and Public Open Spaces and may never cause **disturbance and intrusion** to neighbours and/or other residents. **Test-driving** of serviced vehicles, should best be conducted outside the Estate.

11.5 The contents of 11.4 apply mutatis mutandis to the DIY maintenance of any internal **combustion engine vehicle, craft or implement**.

11.6 The use of **power saws and tools, lawnmowers, bush cutters, weed eaters** and the alike are not permitted to be used on **Sundays and public holidays which are regarded as "private time"**.

11.7 **No fireworks** will or may be set off within the boundaries of the Estate. As the discharge of fireworks has been **prohibited by bylaw, criminal charges** will be brought against any perpetrator and a fine will be levied by the HOA. (Note the Tshwane's bylaw on fireworks.)

11.8 **Discharging a firearm** in a residential area has been outlawed and is, therefore, prohibited in the Estate. Criminal charges will be instated in all cases of **unlawful gun discharges** or **threatening any person with a firearm** or to be **shot**. Discharge of a firearm for any purpose or reason other than self-defence and emergencies will be met with **criminal charges** and the **perpetrator will be fined** by the HOA.

11.9 **Events organised by the HOA** may, after due consultation with all parties involved, include the usage or display items, such as **laser** but under no circumstances will **explosive** devices of any nature be allowed.

11.10 No person, whoever, may **damage neighbours' and other property**, in any form whatsoever.

11.11 No person, whoever, may fiddle with **electrical boxes** or **water connections** of the City Council of Tshwane.

11.12 **Barking dogs, noisy birds** as pets, etc. that is a nuisance to residents must be seriously attended to by the owner and the resident. Neighbours and other residents complaining about barking dogs, must address the matter with the applicable dog owner, if unsuccessful with evidence, report the matter to the Security on duty or to the Metro Police or SAPS. Owners must take immediate action when complaints about barking dogs are reported to them by neighbours.

11.13 **No resident may refuse access for the HOA Management** to their property if any form of inspections, investigations or maintenance (preventative or current) that must be carried out.

11.14 **Generators** may only be used during load shedding timeframes and not during other timeframes or for other purposes. Only **one generator** per stand may be used. Generators must be equipped with effective **silencers**. The **fumes** of an operating generator must be well channelled away from neighbours' property. Operating generators must be **placed on the stand** in such a way that the silencer's noise doesn't disturb neighbours in any way, especially not near the bedroom of neighbours. Operating generators must immediately be **stopped** each time when load shedding ends. Generators may not be used by night during 24:00 to 05:00.

All generators must comply with the **local municipal regulations** regarding generators noise and smoke or fumes.

The noise level of the generator during the day may not exceed **60 decibels**. At night, the noise level is **40 decibels**.

A permanent installed generator may not be installed near the bedroom of a neighbour.

If the generator is larger than 10kw an **installation certificate** by the City Council must be obtained.

As well as an **acoustic certificate** issued by an engineer qualified to issue. It must also comply with the SANS codes. The generator must be enclosed by means of a constructed and concealed room.

The exhaust of the generator must end 1 meter higher than the highest roof top of the house.

Regarding permanent installed generators, the necessary required certificates for noise and fumes must be obtained from the City Council.

11.15 Residential **alarm systems** must not lead to noise and nuisance of neighbours, the neighbourhood or to the Estate. See the Conduct Rule on Alarm requirements.

11.16 No car, bakkie or vehicle may exceed the **speed limit of 30km/h** on the Estate. If so, the HOA has the legal right to fine the driver of the vehicle as well as the owner of the stand/house.

11.17 No vehicle may perform any form of **excessive noise** on the streets of the Estate. On all the streets vehicles must be driven with great care and the **exhaust sound** of vehicles must be silent, soft and absorbed without any form of modifications creating noise.

11.18 **PARKING: Functions, Parties, etc.**

Only a limited number of cars can be parked in the driveway of a residential stand. As a special concession during functions, cars can possibly be parked on a stand's pavement directly in front of the applicable stand, but never on the pavement in front of any other stand or in the street.

Unfortunately, the HOA cannot give permission to utilize any registered open stand that is the private property of another owner.

According to the Rules of the Estate all excess cars have to be parked at the HOA Offices' parking bays at own risk. Transport from the parking bays to and from the house must be provided by the owner. Visitors may not walk the streets to and from a venue.

Please always consider your neighbours' privacy during daytime as well as at night regarding noise of car doors slamming, loud speaking, engine performance noise, hooting, loud music, damage to properties, etc!

Noise and nuisance are the sole responsibility of the owner. Visitors, friends and relatives must be inducted by the owner of the property on the Rules of the Estate at all time.

It is the owner of the property's responsibility to see to it that the pavement and street areas are cleaned after the function.

11.19 **Fines and penalties** for contraventions of any Conduct Rule is listed in paragraph 22.6.

12. MAINTENANCE OF BUILDINGS AND STRUCTURES, GARDENS AND VACANT STANDS

12.1 MAINTENANCE OF BUILDINGS, STRUCTURES AND ESTATE'S INFRA-STRUCTURES

Each **owner** of an erf shall **maintain the buildings**, outbuildings, boundary walls, retaining walls, street surface in front of the stand, fences and other structures on his erf, or open stand or infra-structure of the Estate, in a **neat, workable and tidy** condition and in a state of good repair.

The **stand number** must be reflected on a street side wall, or above the garage door, or on any other exterior wall area, clearly visible from street view.

No resident may refuse access for the HOA Management to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

If the owner of an erf **fails to repair or maintain** the buildings or structures on his erf or the infra-structure of the Estate, and any such failure persists for a period of **7 (seven) days** after the giving of a written notice by the Management to repair or maintain, the HOA or Management shall be entitled to remedy the owner's failure and to recover the cost of doing so from such owner's levy account automatically.

All the **expenses incurred by the HOA or Management** shall be deemed be **part of the levies** due by the owner. The HOA or Management must **recover such costs from the specific owner as a levy debt**.

Common Property - Gate houses, gates, perimeter fence, pools and communal facility buildings and sidewalks are maintained by the Association and the cost is part of everyone's levy.

Freehold Houses - The maintenance of a freehold house internally and externally including all railings, fencing and roof is the responsibility of the owner and is therefore not taken into account in the levy.

Owners are required to maintain the exteriors of their houses to the high standard expected in the Estate. In the case of default, the Association at its discretion may order a contractor to carry out suitable maintenance and charge the owner accordingly.

Household / Appliance Repairs

General repair of appliances, as well as plumbing and electrical installations in a house, is the responsibility of the resident.

In an effort to assist members, the office keeps a list of available repair firms and contractors who have indicated their Willingness to carry out repairs. This list is maintained as a service but without obligation or guarantee from the Association.

12.2 MAINTENANCE OF GARDENS

Each owner of an erf shall, in respect of his erf **maintain a garden** in a **clean and neat** condition. If an owner of an erf fails to adequately maintain his garden in a clean and neat condition, and any such failure persists for a **period of 7 (seven) days** after the giving of **written notice** by the Estate Manager, the Estate Manager shall be entitled to **remedy the owner's failure** and to **recover the reasonable costs** of doing so from such owner. The **expenses incurred by the Estate Manager** shall be deemed to be **part of the levies** due by the owner and the **Estate Manager may recover it from the owner as a levy debt.**

No resident may refuse access for the HOA Management to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

Landscaping on sidewalks must be undertaken within the **integrated landscape language** of the Zambezi Manor Estate. Sidewalks/pavements/road reserve don't form part of a residential stand but is the servitude of the City Council. No concrete/brick construction works are to be done on sidewalks/pavements/road reserves.

The **landscaping theme** of The Zambezi Manor Estate is to be encouraged in the use of indigenous trees and plants.

All **driveways** must be paved. No **imprint concrete or concrete paving** is allowed on the Estate. Preference will be given to **clay brick paving, coloured interlocking or cobble stones.**

No **construction** may take place on sidewalks/pavements/road reserves.

Brick walls may not be built on sidewalks/pavements/road reserves.

A **paved sidewalk** by the developer must get priority over the driveways installed later and may not be removed.

The use of **hedgerows** is recommended, and the planting of indigenous trees and shrubs is encouraged where possible. Trees to be planted on the road reserve must follow the guidelines set for that street.

Planting of **hedgerows** is also encouraged where palisade fencing is used.

No trees, plants or sidewalk lawn may be removed without prior approval of the Zambezi HOA.

No shrubs, trees, flowers or plants may be planted on sidewalks without prior written approval by the ZHOA.

The **lawn** on the residential stand and on the sidewalk/**pavement** next to the tar road must be mowed and maintained by the owner on a regular basis, once a week or when the owner is instructed by the HOA Management to do so. If an owner fails to do so, and any such failure persists for a **period of 7 (seven) weekdays** after notifying, the Estate Manager shall be entitled to **remedy the owner's failure** and to recover the costs of doing so from such owner automatically. The **expenses** incurred by the Estate Manager shall be deemed to be **part of the levies** due by the owner and the Estate Manager may **recover the costs from the owner as a levy debt.**

Estate landscaping

The Estate is laid out to a properly planned and **horticultural designed theme.**

All common area gardens at open spaces, around gatehouses, islands in the roadways, water features and at community facilities, are maintained by the gardening contractor at a cost, which is included in the levy. These areas are under the management of the HOA's Landscaping Manager.

Estate Management meets once a week with the landscaping contractor and any problems or complaints regarding the garden maintenance service should be documented on the special report of the HOA.

Trees and shrubs etc., on common property may not be cut down or removed without permission from the Estate Manager.

Garden maintenance of residential stands.

An approved and registered contractor by the HOA's Estate Manager can carry out garden maintenance of residential stands on the Estate. Such contractor and workers must be registered in the HOA Office of the Estate Manager for rendering the service to a stand on the Estate and also for entering the Estate by workers. The streets must be blown clean after each daily stand service and all lawn cuttings must be removed from the Estate on the same day of service. Lawn cuttings are not to be dumped in the domestic waste bins of the Global Waste Company. The lawn on the inside of a stand as well as on the pavement must be watered twice a week and must be maintained fully, all pet excrement must be removed daily to keep the lawn clean and healthy for people to enjoy.

12.3 MAINTENANCE OF VACANT/OPEN STANDS

12.3.1 Once a stand is registered in the name of an owner, the owner must see to it that the stand is maintained, and veldt grass is cut short. Veldt grass is not permitted to grow higher than 40cm.

Each **owner of a vacant stand** shall keep his vacant stand **clean** according to the criteria of the management and the Rules of the estate. If an owner fails to keep his vacant stand clean, and any such failure persists for a **period of 7 (seven) days** after the giving of **written notice by the estate Manager in form of a circular, memo or any other communiqué**, the Estate Manager shall be entitled to **remedy the owner's failure** and to recover the costs of doing so from such owner automatically. The **expenses** incurred by the cut of veld grass and weed on open stands shall be deemed to be **part of the levies** due by the owner.

12.3.2 All stands must be **kept clean and tidy** by the owners **all year around** and according to the criteria of the estate management. No tall grass, weed, concrete droppings, empty plastic bottles, empty cement bags, excess building materials, building rubble, garden refuse, domestic refuse, rocks, steel, wood or any other stuff are permitted on open stands, pavements, green areas, neighbouring stands, streets, etc. These items must be removed by the owner at all time. The Estate will be assessed weekly by means of the aesthetical inspection on the condition of an open stand, pavements, neighbouring stands, streets, etc. If the stuff mentioned above is not removed, the HOA will outsource a company to clean the stand. The owner will receive a bill for the cleaning of the open stand automatically without any additional notices. This bill must be paid by the owner. It will be added to the monthly levy account automatically. Regular cleaning of property on the Estate will be executed automatically without any further notices.

12.3.3 The owner of an open/vacant stand shall **keep the veldt grass short to prevent fires** as well as for **security reasons**. Veldt grass is not allowed to grow higher than **40cm**. **Trimming of veldt grass** must be done on a **regular basis**, as soon as the grass or weed reaches 40cm in height, it must be trimmed immediately. Trimming must be **done to the satisfaction of the HOA**. The Estate Manager should be informed of the fact that the owner had trimmed the grass on his stand and will inspect the premises to ascertain if it conforms to the rules.

Grass or weed on open stands taller than the prescribed height will be trimmed by an outsider service provider of the HOA and the expense thereof will be added to the **monthly levy of the owner** concerned. If the height of veldt grass is not maintained, the HOA reserves the right to regular cut and clean the stand without further notices to the owner and at the owner's expense as it causes a threat of fires which is a major security risk, snakes, rats, etc.

12.3.4 **No resident may refuse access for the HOA Management** to their property if any form of inspections, investigations or maintenance (preventative or current) must be carried out.

12.3.5 The HOA Management will, as a gesture of goodwill, keep the veldt grass on the pavement, next to the tar road, short for a distance of 2 meters from the street curb, before construction starts. When construction starts, it is the responsibility of the owner and his appointed main building contractor to keep the sidewalk/pavement and the building site free from grass and weed.

12.3.6 Open stand maintenance contractor.

A private contractor approved and appointed by the HOA's Estate Manager can carry out seasonal open stand maintenance on the Estate. Such contractor must be fully equipped with the necessary equipment to execute the work speedily and to cut all veld grass and weed on open stands. The cost for these activities will be administered by the HOA as well as CSi and charged to the levy account of

each individual stand owner. Such contractor may not be an owner or tenant on the Estate in order to prevent any conflict of interest amongst owners/residents.

13. USE, MAINTENANCE AND DAMAGE TO INFRA-STRUCTURE, STREETS, STREETSCAPES, SIDEWALKS, IRRIGATION, ETC.

13.1 **Kerbsides, street cleanliness and sidewalks** are the responsibility of the **owner of the erf**. On occupation of an erf, the **owner must level, clean and establish a sidewalk and keep the street in front of the house clean at all time**. Sidewalks should preferably only be **covered with grasses such as lawn, kikuyu, Canada Green or cobble stone paving** to allow **free access to pedestrians**, even during **construction time of a house**. The fact that **servitudes are registered on sidewalks** should be acknowledged at all time.

13.2 In the event of **non-compliance with rule 13.1**, the Estate Manager will prepare the sidewalk and plant some with kikuyu or other lawn and the **cost thereof, will be deducted from the building deposit or added to levy account of the owner**. The owner will be given 7 (seven) days prior notice, before the Estate Manager will commence with the preparation of the sidewalk. No further notice will be given thereafter, and the work will commence and be completed forthwith.

13.3 **Residents are responsible for maintaining trees, plants and shrubs planted on their kerbside**. Lawn must be kept short and edges trimmed. Hedges must be suitably shaped and may not consist of poisonous or pungent plants. The neglect to do so will result in the HOA affecting the **necessary maintenance, and the cost charged to the owner**. Notice to such effect will be given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

13.4 **Garden fences or walls and outbuildings**, which form part of the **streetscape**, must be maintained and painted where necessary. The neglect to do so will result in the HOA affecting the necessary upkeep, repairs or replacements or painting of structures, and the **cost charged to the owner**. Notice to such effect will be given at least 7 (seven) days prior to execution thereof in order to have the owner placed in a position to rectify same at his own expense.

13.5 **No trees, plants or sidewalk lawn may be removed** without the permission of the Estate Manager. **Planting of shrubs, trees, flowers or plants should not interfere with pedestrian traffic** or obscure the **vision of motorists**. Should **trees be planted on sidewalks**, owners must liaise with the Estate Manager to prevent trees being planted on top of sewer and water main lines.

13.6 Residents must ensure that declared **noxious flora** is not planted or growing on their sidewalks or in gardens as well as to adhere to the indigenous Plants and Protection Act, Act 185 of 2000.

13.7 **Parking on sidewalks is not permitted**. Sidewalks allow free passage to pedestrians. **Sidewalks may not be used as storage facility for sand, top-dressing, gravel, bricks etc.** It is the responsibility of the owner of the erf, to clear the sidewalk within **one working day**, from date of **accidental delivery** thereon, to **avoid fines**. No **building materials, sand, cement, garden rubble, domestic refuse, black plastic bags or building rubble** may be dumped by an owner or assistant or worker on a **pavement, sidewalk, walkway, neighbouring stand or open stand**. **Building materials and rubble** must be **kept by an owner within the residential stand perimeters** at all time.

13.8 **Damage to the Estate's infra-structure, kerbside, traffic signs, lamp posts, meter boxes, road marks, etc.**, will be for the account of the offender or the owner of the erf concerned. The need for repairs of such damages is to be reported to the Management as soon as possible. The Management will notify the offender and the owner of the erf of the damage inflicted. The HOA or Management will undertake the repairs at the **cost of the offender**. Payment of such repairs will automatically be levied against the monthly levy account payable to the HOA and **will be added to the account of the owner of the erf for payment** at the end of the ensuing month.

13.9 The **irrigation system** on the Estate belongs to the HOA. No owner, resident or contractor is permitted to fiddle with, do any changes to the system, re-route the system or water an owner's own

garden with the water originating from the HOA's irrigation system. No contractor is permitted to tap in into the irrigation system to retrieve water for whatever purpose.

13.10 The owner may not leave lawn cuttings on the pavement, next door open stand, street, construction site, or anywhere else. It must be removed by the owner immediately.

13.11 The HOA, its Management, Directors or Groundsmen can not be held **accountable or liable** for any **damage** to cars, vehicles, houses, windows, etc. when Groundsmen are working with tools, equipment, brush-cutters, etc. on the Estate or outside the Estate. All precautions will always be taken to prevent any damage. If a resident, owner, visitor, stranger to the Estate, tenant, outsider or service worker experience any form of damage they must claim from their own insurance policy to cover for the cost of damage.

14. UNSIGHTLY OBJECTS

14.1 Residents may not cause or **allow any object to be exposed** on their property (including **street side sewerage pipes in front of houses, non-approved carports, etc.**), which could, in the opinion of the HOA or Management be considered unsightly or detrimental to the appearance of the Estate when viewed from outside the property or from street view.

14.2 A **washing line** must not be erected on a stand in such a way that it is **visible from street view** or from Public Open Spaces.

Washing may not be hung on the outside of a stand on boundary walls, gates, palisade fence, balcony balustrades, etc. or displayed in such a way that it is **visible from street view** or from Public Open Spaces. Washing lines and washing must not be visible **from neighbouring stands**, it must be secured as determined by the Municipal approved plans.

14.3 **Washing lines** must be obscured from street view and will only be allowed at the rear of the main house or furthest building and within the drying area.

14.4 **No washing** may be **hung from windows, balconies or boundary walls**.

14.5 **No washing** may be conducted in **streams, pools** or on the **outside of buildings**.

14.6 Residents may not place any **sign, notice, billboard or advertisement** of any kind whatsoever on any part of their property so that it is visible from outside the property without the written consent of the HOA.

14.7 **Trailers, boats, equipment, tools, garden objects, garden structures, engine and vehicle parts** as well as **accommodation for pets** should be sited **out of public street view**.

Lorries, trucks, excavating machines, etc. to overnight on the Estate need the written approval of the HOA Management well in advance as well as that of the stand owner.

Caravans, trailers and boats may not be visible from public street view. It must be screened off behind solid gates or garage doors within the boundary of the stand.

14.8 **Building material** may not be dumped on **sidewalks** under any circumstances, notwithstanding the fact that renovating **construction/additions/add-ons is in progress** or that refuse, or rubble removals have been ordered. All **building materials / waste** must be **kept at all times inside the stand and not on the sidewalks of streets**.

14.9 **Garden refuse, household waste, building rubble, building materials or rocks** may not be dumped on **vacant stands, communal areas, sidewalks, pavements, green areas, etc.** It will be removed at the **cost of the owner and a penalty will be imposed on the levy account of the owner**. The costs of the removal will be added to the **owner's levy account**.

15. REFUSE REMOVAL: DOMESTIC WASTE & GARDEN WASTE

15.1 **Refuse removal** is the responsibility of the resident/owner.

15.2 The timetable and prescriptions for **domestic refuse removal**, as published by the Waste Removal Company will apply and residents must place their refuse containers in the demarcated areas and during the indicated time periods. Refuse bags, lawn cuttings, empty boxes, removal boxes or other loose items will not be removed by the Waste Removal Company.

15.3 **Refuse bins for domestic waste will be issued** on request to owners or residents who are registered in the office of the Estate Manager. Only one bin per household. **Refuse bins for domestic waste** may only be placed inside the official waste bin of the company and on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is for whatever reason not collected on the scheduled day, the resident must remove the bin to a place where it cannot be reached by foraging pets. Refuse bins must be removed out of sight as soon as possible after collection and emptying by the Waste Removal Company.

15.4 **General garden refuse** may not be placed **on an open stand, on the kerbside or sidewalk**, except if a collecting agent will remove it within a **period of 8 hours**. Prior to the engaging the services of a collecting agent, the Estate Management must approve such collecting agent and they will have to register for access and security control according to the rules applicable to contractors.

15.5 **No garden refuse may be dumped on any erven, open stands, green areas or on the Public Open Spaces**. Any refuse unlawfully dumped, will be **removed by the Estate Management** and the **cost of such removal will be for the account of the owner and/or resident**. A penalty/fine will be imposed on the levy account of the owner automatically without any notices.

15.6 **Refuse may never be burnt.**

16. KEEPING OF PETS

16.1 A resident may **not keep** the following on his erf:

16.1.1 **Any poisonous, exotic or other undomesticated or wild pets;** or

16.1.2 **Poultry, pigeons, cockatoos, budgies, honeybees, aviaries or livestock of any kind.**

16.2 A **maximum of 2 (two) dogs or 1 (one) cat** may be kept on an erf. Written permission may be obtained from the HOA to exceed these limits. Application to exceed the maximums, must be submitted to the HOA accompanied with the necessary motivation and acceptance letters from all direct neighbours. The decision of the HOA is final and no appeal is possible.

16.3 The **Municipal bylaws** relating to pets will be strictly enforced. Contravention of same, will result in prosecution, fines or in persistent contravention cases, legal action will be taken with a view to obtain an order against a resident to comply. Legal costs will be recovered from the owner of the property.

16.4 Every pet must **wear a collar with a tag** indicating the name, telephone number and stand number of its owner. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA or Wet Nose organisations and owners will be fined.

16.5 **No pets may roam the streets**. Dogs may not be outside the owners' yard at any given time. Street roaming pets will be removed immediately, without notice to the pet owners and be handed to the municipal pound or SPCA or similar. In the event of the owner being known to the Estate Management, or if the pet owner become known to the Estate Management, a fine may be levied, depending on the circumstances leading to the animal being outside of the owner's erven.

16.6 **Residents may not neglect their pets** by, for example, leaving it to fend for itself or failing to provide it with medical attention. No person may inflict physical cruelty on a pet or subject it to violence.

16.7 **Pets may only be walked on a leash** on the streets, walkways, green areas and Public Open Spaces.

16.8 Residents must at least **once a day remove any defecation of pets** from their own erven and lawn. The defecation must be removed from the lawn, the erven and the estate by the owner of the

pet himself. No defecation is to be dropped on an open stand, on a neighbouring stand, on an open area, on the tar roads, into the storm water system or any other place or area on the estate. The pet owner is responsible to **immediately remove** any excrement of the pet from the Public Open Spaces, green areas, pavements, walkways, own stand and/or the erven of any other resident.

16.9 The pet owner will be responsible for any **damage by his dogs or injury to property, to persons or to other animals** within the Estate.

16.10 All dogs on stands on the Estate must be **registered** with the HOA and the information about dogs must be updated annually by the owner. Owners must with immediate effect inform the HOA about new and deceased dogs on a stand in order to be added to or removed from the HOA data base.

16.11 All pets must be registered with the HOA. Photos of pets must be submitted during the registering of pets. Any changes to the pets at home, the register must be updated.

17. LETTING OF PROPERTY, THE USE OF ERVEN AND RELOCATIONS

17.1 All lessees of property in the Estate and other persons granted rights of occupancy by the owner of the erf are obliged to **comply with these rules**, notwithstanding any provision to the contrary contained in, or the absence of any provisions, in any lease or any grant of rights of occupancy.

17.2 Upon concluding a lease agreement and before the lessee takes occupancy of the erf, the owner **shall inform the Estate Manager** and shall furnish the following documentation to the HOA Office for final and co-approval:

17.2.1 A **copy of the legal and signed lease agreement (contract), signed by all applicable parties.**

17.2.2 A **copy of the identity documents** of the lessee.

17.2.3 A **police clearance** indicating that the lessee has no criminal record.

17.2.4 Any **further information and documentation** as may be required.

17.2.5 An **owner and/or lessee must ensure** that all members of his family, visitors, guests, workers, building contractors, contractors, service providers, legal tenants and persons delivering to their property **comply with all Estate rules** at all time. The **tenant's contract** or renting contract instituted by individual owners or companies or renting agents or service providers, etc. with tenants as residents on the Estate, must be cancelled with immediate effect when any of the following misconducts are experienced on the Estate: Any form of safety risk, the contravention of any Rule of the Estate, domestic violence or any other unacceptable incident happened on the Estate. Such residents or tenants or persons must be removed from the Estate by the owner or company or renting agent or service provider with immediate effect and upon instruction by the HOA.

17.2.6 After submitting of all the above-mentioned documents by the owner to the HOA, the HOA will **scrutinise** all documents in ensuring that the letting/renting/leasing is in line with the HOA's MOI, Rules and policies. In this regard the **HOA has the final approval of a contract** for access to the Estate based on safety, security as well as its policy measures. The **outcomes of the HOA is final** and no further communication will take place afterwards.

17.3 If an owner **sells or lets his property** or any part thereof, he or she must ensure that the buyer, legal and HOA registered tenant is provided with a **copy of all the Estate rules.**

17.4 Residents shall not use their properties or any part of the Public Open Spaces or Common Facilities, or permit it to be used, in any manner or for a purpose that will cause a **nuisance or create a disturbance**, or that will be injurious to the reputation or **image of the Estate.**

17.5 Whenever a lessee **vacates a property** or **occupies a property**, it is the responsibility of the owner of the property to inform the HOA Office in writing of the migration of the lessee and has to submit all applicable documents within 24 hours.

17.6 Whenever a **lease agreement terminates**, the HOA Office must be informed in writing on the date of the expiry of the previous contract or before the date.

17.7 Whenever a **lease agreement is extended**, a new legal and signed lease agreement between the applicable parties must be submitted to the HOA Office on or before the due date.

17.8 Only **one family** and **family dwelling per erf** on this residential Estate is permitted. **Granny flats** are permitted for granny-like persons. **Boarding or lodging houses, communes, Guesthouses or renting for commercial purposes** is not permitted on Zambezi Manor Estate.

17.9 Only the **HOA registered and accredited renting or letting agents** as well as **HOA registered and accredited estate agents** are permitted to do business on the Estate. Owners must see to it that they deal only with these registered and accredited agents. The names of the registered estate agents can be obtained from the Estate Manager and is also available in the security Guardroom.

17.10 The correct **levy account number** of the applicable stand must appear on all letting/renting contracts when submitting to the HOA Management.

17.11 In accordance with the MOI and the Rules of the Association, an owner must obtain consent to sell or rent / lease a unit or a portion of a unit. This is to ensure that all dues and requirements to the Association have been met and are in order. To add to this, lessees are required to be bound by the provisions of the MOI and Rules. Sections of the MOI covering this subject should be consulted for details. A Clearance Certificate must be obtained from the Homeowner Association prior to the first advertisement being placed and / or the property being placed on the market. Selling and rental agents can only advertise in and around the Estate if approved by HOA.

17.12 **RELOCATION.** The following actions must be followed in advance by persons to relocate from Zambezi Manor Estate to another residence outside the estate:

1. Owners and tenants must give written notice to the Estate Manager at least seven (7) workdays in advance to the date of the proposed removal of furniture and assets from the Estate.
2. Without this signed and approved EXIT PASS by the Estate Manager, no furniture or any assets may be removed from a stand and from the Estate.
3. Security will not permit any furniture or assets to exit the gates of the Estate without this signed and approved Exit Pass.
4. No *quick-quick* or *rush-rush* registration for the removal of furniture and assets will be permitted. Paragraph 1 on top must be respected and obeyed.
5. The signed approval of the EXIT PASS by the Estate Manager must be handed in to the Security officer on duty at the main entrance gate on the date of exit and it must be handed over to the Estate Manager immediately.

18. BUSINESS ACTIVITIES

18.1 No person may conduct a **business or practice a trade on or from a residential erf** in the Estate, without the prior written approval of **the HOA** and the **Municipality**. The Estate Manager does not have the authority to allow or approve business rights on the Estate.

18.2 All **applications to conduct business activities** from erven within the Estate must be submitted in writing, to the Estate Manager, who will place the application to be heard, on the next ensuing Board Agenda. Results will be received by way of HOA Resolution within 48 hours from date of the Board Meeting. The Board's decision is final and no appeal is possible. Re-application will be entertained, in the event of new or additional information becoming available.

18.3 If an applicant is **not an owner** of the erf concerned, written **permission of the owner** for such application must accompany the application. The following are criteria that will be taken into consideration when the HOA entertains an application:

18.3.1 Will the business cause an **influx of visiting vehicles** onto the Estate?

- 18.3.2 Will the business **generate noise** and what would the extent of the noise be?
- 18.3.3 What would the **effect of the business on the immediate neighbouring** stands be?
- 18.3.4 Will the business enhance the desirability for **criminal elements** (Jewellery manufacturing etc.)?
- 18.3.5 Would the business be dependent on **advertisement and high visibility**?
- 18.3.6 Is the business **beneficial to the general character** of the Estate?
- 18.3.7 Would the business **enhance the desirability of the Estate**, for prospective investors?
- 18.3.8 Will the business **enhance the general value of the Estate**, not have any effect on it, or be detrimental thereto?
- 18.3.9 Would the **business require additional building construction** on the intended premises?
- 18.3.10 Did the direct **neighbours** of the applicant **consent** to the conducting of the intended business on the applicant's erf?
- 18.3.11 Is there **adequate parking** as to prevent sidewalk parking?

18.4 **No signage or advertisement of any business or "private for sale" banners/signs** may be displayed on any erf or on the Public Open Spaces. Only one official estate agent sign per residence is allowed.

18.5 **No business activity or hobby**, which would cause **aggravation or nuisance** to other residents, including **auctions and jumble sales** may be conducted in the Estate.