



CONDUCT RULES

Updated on the 21 July 2022

Full Name: _____ *Erf no:* _____

PHEZULU GAME ESTATE

CONDUCT RULES

PREAMBLE

Rules that govern the conduct of members and residents of, and persons on PheZulu Game Estate will be found in various documents:

Your attention is drawn to:

1. The Conduct Rules (which may, from time to time be called the House Rules and which may from time to time be altered, amended, supplemented, or deleted)
2. The Articles of Association
3. Your Sale Agreement
4. Your Title Deeds
5. The Architectural Guidelines
6. The Landscaping Guidelines

All of which contain terms and conditions designed to harmonise the use and enjoyment of the Estate.

INTRODUCTION

The Articles of Association provide, inter alia, that the persons entrusted with the day-to-day affairs of the Estate; namely, the Directors of the Association, shall be entitled, from time to time, to make rules for the management, control, and administration of the Estate.

So as to ensure compliance with those rules they are empowered to establish a system of fines or other penalties.

It is an object of the Association that the provisions of these rules shall be binding upon all members and, insofar as they may be applicable to all persons occupying any unit by, through or under a member, whatever the nature of such occupation and, without wishing to be restricted by the foregoing, any other person in attendance on the Estate.

A. PERSONS AFFECTED

All members of the Association, their families, employees, invitees, visitors, lessees, contractors, and service providers; whether as such actively, passively or by default, will be bound by these Rules, and the members shall be responsible for their conduct.

B. VEHICLES

1. No person shall drive any vehicle on any road within the Estate in excess of **30 (thirty)** kilometers per hour, unless indicated otherwise by a sign.

The Association may vary a speed limit either temporarily or permanently.

2. No person shall drive any vehicle at any place within the Estate except upon the roads as indicated on the general plan of the Estate
3. All vehicles shall keep to the left-hand side of the road.
4. The Association may by means of appropriate signage, which from time to time it may in its sole discretion alter, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit.
5. Signs shall, insofar as is possible, be in accordance with the International code of road signs currently in force and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these rules.
6. No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
7. No person shall operate any vehicle at any place within the Estate unless he is the holder of a valid current driver's license, and the vehicle is licensed under the Road Traffic Ordinance, unless permission is granted by the HOA.
8. Right of way within the Estate shall be given to pedestrians and wildlife at all places and at all times.
9. No persons shall ride a bicycle, tricycle, or any other vehicle, whether powered or otherwise, within the Estate where the Association has expressly indicated by signs that the same is prohibited.

10. No vehicle shall enter or leave the Estate at any point except at the main entrance gates, other than with the consent of the Association.
11. No vehicle shall enter the Estate unless the vehicle is driven by a resident who has access to the Estate via the facial recognition camera through the boom, or a guest who has been granted permission via the OPENITEM App.
12. Only Phezulu Estate Property Owners, their immediate family or Lessees of the Phezulu Property Owner may be loaded on to the OPENITEM system to access the Estate other than with consent from the HOA.
13. No vehicle having a gross weight in excess of 12 tons shall be permitted to enter the Estate except with the prior written approval of the Association, who may grant approval on such conditions as it may see fit.
14. No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
15. No person shall ride a skateboard or any other similar device on any road within the Estate.
16. No person shall store, park, or leave unattended any vehicle at any place in the Estate except:
 - a. In a structure designed for use as a garage.
 - b. In any area designated for such purpose by the Association by means of an appropriate sign.
17. No member shall park or allow to be parked outside a designated garage, more than one vehicle.
18. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
19. No helicopter or any other means of aerial conveyance may be landed at any place on the Estate except with the written consent of and subject to such conditions as may be laid down by the Association; save that a helipad will be provided for use by members on the neighboring property Erf 5, Assagay.

20. For the purpose of these rules' "vehicle" shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 29 of 1989; save that motorcycle's under 200cc in engine capacity are specifically excluded; and save further that, the Association may exercise its discretion and grant consent to the inclusion, subject to conditions that it will impose, be allowed.
22. Visitors motor bikes and trailers must be parked at the Office. Only Residents are permitted to ride their off-road motor bikes from their property to the gate and back.

C. OPEN SPACES, CONSERVATION ESTATE and GAME RESERVE

1. No person shall in any way and anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed, or destroy any wild or domestic, terrestrial, or aquatic, animal, insect, reptile, or bird.
2. No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association; save further that, the provisions of this rule shall not apply with respect to the exercise by any person or any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment.
3. No person shall:
 - 3.1. Light any fire at any place upon the Estate other than at a place designated for that purpose by the Association; provided however that, where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions.
 - 3.2. camp or picnic upon any place in the Estate other than at a place which has been specially designated for such purpose by the Association.
 - 3.3. discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and, in such places, as may be set aside for such purpose and designated as such by the Association.
 - 3.4. use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate or behave in such a way as to create a nuisance to any other persons on the Estate.

- 3.5. use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon.
- 3.6. plant any plants, shrubs, bushes or trees within the Estate's Open Spaces, Conservation Estate and Game Reserve unless the same has been approved of by the Association.
- 3.7. Enter into or travel in the Game Reserve other than in accordance with the controls laid down by the Estate Manager.
- 3.8. No person is permitted to enter the Game Reserve if they have not attended an orientation course arranged by Estate Management.
4. The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
5. All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.
6. The Association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
7. No person shall within the area of the Estate discharge any fireworks or firearm as defined in the Arms and Ammunitions Act No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons act No. 71 of 1988, except in self-defense or within an area specifically approved for such purpose by the Association, or with the express written approval of the Association.
8. No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environment policy determined for the Estate.

D. PONDS, STREAMS AND WATER FEATURES

1. No person shall launch upon any pond or stream in or on the boundary of the Estate any craft of any description powered in any way, save with the prior knowledge and written consent of the Association.
2. The Association, acting in its sole discretion, shall subject its consent to such conditions as the Association may deem fit.
3. No person shall swim in any pond or stream in or on the boundary of the Estate.
4. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any pond or stream in or on the boundary of the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
5. No person shall pollute or permit the pollution of any pond or stream in or on the boundary of the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
6. No person shall dam or obstruct in any way whatsoever any stream or water feature in or on the boundary of the Estate
7. No person shall discard any litter or any article of any nature whatsoever in any pond or stream in or on the boundary of the Estate.
8. No person shall alter the flow of water within any watercourse, furrow, servitude, stream, or water feature.

E. DOMESTIC REFUSE

1. The removal of domestic and or other refuse shall be under the control of the Association. Any changes will be notified, in writing, to all persons concerned.
2. The refuse must be disposed of as follows:
 - i. Black Bags – General Garbage (Supplied by eThekwini every 3 months)
 - ii. Orange Bags – Paper and Plastic (Supplied by eThekwini every 3 months)
 - iii. Blue Bags – Garden Refuse (You will need to purchase these from your local supermarket as these are not supplied)

- iv. Clear- Glass and Cans (Supplied by eThekweni every 3 months)
- 3. Residents must purchase large green refuse wheelie bins to protect the refuse from the monkeys. The bins are to be placed on the verge either on a **Tuesday afternoon at 3pm or at 7am on a Wednesday morning**. If you miss the collection time you will be required to keep the garbage in your own allocated area.
- 4. No person shall keep any refuse within or outside his unit except in the containers stipulated by the Association.
- 5. Containers and plastic refuse bags shall not be kept in any place outside any unit; whether or not it may be seen from outside the grounds of such unit except in such places as may be specifically set aside therefore or as may be approved by the Association from time to time; Where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal service provider engaged by the Association, the Association may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit.
- 6. In such event of any person wishing to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass shall be arranged by the Association who will dispose of the same in such a manner as they may deem it and at the cost of the person so requesting removal, which costs shall be added to the member's levy payment for the month in which such removal takes place.

F. ANIMALS, BIRDS AND REPTILES

- 1. Subject to the absolute proviso that no cats or dogs may be kept in the Estate, no animals, birds or reptiles or pets of any sort may be kept on any property or any other place within the Estate without the prior written consent of the Association and subject to such conditions as the Association may impose. The Association shall be entitled, at its own discretion, to withdraw such consent at their discretion by giving notice to that effect. All pets shall be restricted to the grounds of the unit to which they belong. All pets are to be registered with the Association on the form specifically designed for this purpose together with a clear photograph of the pet and relevant statutory inoculation certificates.

2. In the event of any animal being introduced into the Estate, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to do so, the Association may entirely at its own discretion destroy such animal or impound it and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the member concerned without prejudice to its right to recover any penalty imposed in terms of these rules.
3. No person shall slaughter any animal, bird or reptile nor cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the Estate.

G. VISITORS

1. Visitors are not permitted to enter the Estate with any animal. Domestic or otherwise.
2. Visitors may not access the conservation area either on foot or in a vehicle, without a Phezulu resident who has attended the official Phezulu orientation course and signed a Phezulu Estate indemnity Form.
3. Access for visitors must be arranged via the OpenItem Access System, as stated in Section U of the Phezulu Game Estate Conduct Rules. (see below)
4. If an Estate Agent has been given permission to enter the Estate by a Homeowner for the benefit of showing a house that is for sale, the agent and the client must each be in possession of an access code and a valid drives license which will be scanned. The agent must accompany the client the entire time they are within the Estate.
5. The Residents are to ensure that all service people, including plumbers, handy men, electricians, delivery staff etc.... must be informed that the Estate has a "No ID No Access" policy before they arrive at the gate.

H. OCCUPATION OF DWELLING UNITS

1. The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.
2. Notwithstanding H.I. the Association may after written application allow more than the maximum numbers of persons to be accommodated in such unit or access to the Estate.

3. Everybody in the Estate must observe the “quiet hours” curfew from 22h00 to 06h30. At weekends lawn mowers may only be used on the Estate on Saturday from 08h00 until 14h00 and not at all on Sundays.
4. In the event that a Member intends holding a social gathering that is expected to generate noise, the Member shall notify the Association in advance of his intention to hold the gathering, its nature and possible duration and subject to the approval of the Association and reasonable advanced notice to members generally. The Member may then proceed to hold the gathering.
5. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such area designated for such purpose. Any such items placed in any other place may be impounded by the Association and may be reclaimed by the owners from the Association who may invoke the penalty as set out herein.
6. No person shall keep anywhere in the Estate any inflammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
7. Where any lot or unit is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for the unit concerned and shall notify the Association of the name and address of such Liaison Officer.
8. No open fires to be lit under thatch. Including verandas and covered patios.
9. Fire Pits may only be constructed 25m away from a thatch roof.

I. LETTING

1. No member shall let or otherwise part with occupation of his property, whether wholly or in part, temporarily or otherwise, unless-
 - 1.1. They enter into a written lease agreement with such prospective tenant or Occupier on such terms and conditions as will appear in the standard form lease agreement approved by the Association from time to time, which shall record, inter alia:

- 1.2. that they have agreed with the prospective tenant or occupier as a stipulation in favor of the Association that such tenant or occupier shall in all ways be bound by these Rules, any amendments thereto and of the Articles of Association.
 - 1.3. they have included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to them, when their tenant or occupier has committed a breach either thereunder on in terms of these Rules or the Articles, and after being given due notice by the Association to remedy such breach, has neglected, refused, or ignored such notice.
 - 1.4. they have obtained the Association's prior written consent to conclude such Lease Agreement with his prospective tenant or occupier.
2. No member shall part with occupation of his property unless, prior to giving such occupation the member submits to the Association a draft copy of the proposed agreement, together with any other information in respect thereof which might be required by the Association and has obtained the written consent of the Association to conclude such lease agreement; provided-
 - 2.1. The Association's consent will be withheld if the Association, in its discretion considers:
 - 2.1.1. The provisions of Rule I 1.1 has not having been fully complied with.
 - 2.1.2. The Association has interviewed the prospective tenant; and,
 - 2.1.3. The terms and conditions of such lease agreement do not adequately cover the Association's rights to terminate such agreement in terms of the provisions of Rule I 1.4.
3. The Association shall be entitled to withdraw any consent granted under Rule I 1.4 if the member neglects or refuses to furnish the Association with a copy of the duly signed and stamped lease agreement and/or the same materially differs from that submitted to the Association for its approval under Rule I.1.4

4. The member shall set up an appointment with the Estate Manager to interview the prospective tenant and go through the documentation to ensure it is all correct prior to the tenant being granted access via the OpenItem system.

J. MAINTENANCE OF PROPERTY

1. Every member shall maintain their property, including the garden and thatch for the purposes of ensuring that his property is kept in good condition.
2. A member who contravenes the provisions of this Rule and who, after due notice has been given to him by the Association of the fault or omission, fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying, repairing, or remedying such fault or omission. In giving effect to this Rule J.1. the member may not refuse the Association or its duly appointed agent or employees' entry into his property for the purposes of carrying out the provisions hereof.
3. No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to adhere strictly to the requirements, terms and conditions relating thereto.

K. CONSTRUCTION OF DWELLINGS, ALTERATIONS AND EXTENSIONS

Any member proposing to erect or build any dwelling unit or other structure, or to alter or extend his unit, shall follow the process laid down in the Architectural Design Criteria set by the Developer and adopted by the Association.

L. DOMESTIC SERVANTS

1. No member shall be entitled to employ a domestic servant without the prior written consent of the Association.
2. Such member wishing to employ a domestic servant shall submit to the Association such person's full names, current physical address, whether the domestic is to live in or out, duration of employment if currently employed by the member, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the Association might deem necessary in order for it to grant its approval.

3. The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would involve a security risk if employed within the Estate.
4. In granting its consent, the Association may in addition may impose certain terms and conditions relating to the domestic servant's employment, where it deems such imposition necessary.
5. The Association shall at any stage after approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such domestic servant, provided: -
 - 5.1 the Association may itself give notice to any domestic servant who fails to comply with these Rules, to attend a disciplinary meeting as contemplated by the labour relations legislation.
 - 5.2 the Association, if having complied fully with the provisions of any labour relations legislation, shall be entitled to dismiss such domestic servant from the employment of the member.
6. A member may employ more than 1 (one) domestic servant, provided that and subject to the request of the affected member, and the consent thereto of the Association to vary the following, only 1 (one) such domestic shall be entitled to "live-in" on the property.
7. A member shall be obliged to provide such ablution facilities as may be required by a domestic servant employed by such member.
8. The Association may issue to such domestic servant an Identification Card to facilitate entry to the Estate, which card shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will commit a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
9. Any member employing a domestic servant shall be liable to the Association for such domestic's conduct and behavior within the Estate, and the domestic servant will not be permitted any visitor.

10. For the purposes of this clause, a member shall include any person who occupies or lets either a dwelling or section under the provisions of Rule 1.
11. No domestic servant may have an overnight visitor on the Estate except with the express permission of the Association.
12. Domestic servants must walk on the Estate Roads and may not walk through private Erfs or the open spaces.

M. PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE ASSOCIATION

1. Subject to the payment of a deposit equivalent to 2 (two) months levy paid by the member to the Association in advance of his occupation, the amount levied upon each member under the provisions of Article 13 shall be paid by such member to the Association monthly in advance, on the first day of each and every month, for the duration of member's ownership of his property, subject to the terms and conditions of the Articles.
2. All other amounts payable to the Association are to be paid as soon as the account is rendered.
3. Any amount due by any member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the Association but not exceeding the rate of interest charged by the Association's banker on its prime overdraft rate plus 3% per annum calculated monthly in arrears.
4. All levies or other amounts due and payable which remain unpaid may be recovered by instituting an action in any court of competent jurisdiction against the members liable for the payments of such amounts.
5. In the event of the Association instructing an attorney to take any steps against a member as a result of such member failing to pay any amount owing by him or failing to comply with the obligations in terms of the Articles of Association or House Rules, then such member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.
6. In the event that a member owes the Association an amount in excess of R500.00 and the amount is not in dispute, such member will lose his rights as a member in the following way:

- 1.1 The member will have no rights at any Annual General or General meetings of the Association.

N. BREACH OF RULES

1. In the event of any breach of these rules by any member of the Association, their families, employees, invitees, visitors, lessees, contractors, and service providers such breach shall be deemed to have been committed by the member himself.
2. Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following:
 - 2.1 the nature of the breach.
 - 2.2 the time period, if applicable, in which the breach is to be remedied.
 - 2.3 the fine imposed by the Association on the member for committing such breach.
 - 2.4 the time, date, and place of the hearing at which the Association's Committee will adjudicate upon the breach.
 - 2.5 any other information the Association may deem necessary.
3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the member's address either by affixing such notice to a prominent fixture on the property or by placing the notice in the member's appointed post/letter box or by means of a registered address sent to the address stated in the Rules.
4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence, for every 24 (TWENTY-FOUR) hours or part thereof during which such offence continues and shall be deemed to be a further offence.

O. PENALTIES

1. Any person who contravenes or fails to comply with any provision of these Clauses, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R1000.00 which penalty shall be decided upon by a penalty committee.
2. In the event of a member failing to pay a penalty imposed within a period stipulated by the penalty committee until such time as the fine has been paid: -
 - 2.1 no transfer of the member's property shall be registered.
 - 2.2 such member shall not be entitled to the use of any of the Estate's amenities.
3. Any penalty imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

P. INTERPRETATION

1. In the House Rules unless it appears to the contrary either expressly or by necessary implication: -
 - 1.1 "Association" means The PheZulu Game Estate Homeowners Association.
 - 1.2 "Chairman" means the Chairman of the Directors of the Association.
 - 1.3 "Dwelling" means any dwelling house and usual outbuildings erected on any lot.
 - 1.4 "Estate" means PheZulu Game Estate.
 - 1.5 "Open Space" means the area within the Estate falling outside the township lots and sectional title schemes and which are not owned by any member.
 - 1.6 "Property" means a township lot or sectional title unit within the Estate.
 - 1.7 "Section" means any sectional title unit forming part of a sectional title scheme established within the Estate.
2. The Association may delegate any of its own powers in terms of these rules to an Estate General Manager upon such terms and conditions as it may deem fit.

- 3 The Estate General Manager may delegate any of the powers so delegated to them to any person nominated by them for the purpose and upon such terms and conditions as they may deem fit.
- 4 Notwithstanding anything contained in these rules:
 - 4.1 consent from the Association must requested in writing: and be,
 - 4.2 fully motivated; and,
 - 4.3 lodged with the Association secretary in good time; and it will be,
 - 4.4 considered by the Association at its next meeting; whereupon,
 - 4.5 the Association shall issue its reaction in writing, which shall be,
 - 4.6 communicated to the member in writing through the Association secretary.
- 5 The statutory records and books of account of the Association shall be open for inspection at the offices of the Association between 09h00 and 12h00 on all business days; save that, the Association shall be entitled to refuse any member or any authorised agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7(SEVEN) days at which such books or records may be inspected.
 - 5.1 On payment of the Association's prescribed fee, a member shall be entitled to obtain a photocopy of these Rules and of the Articles of Association of the Association.

Q. REPUDIATION OF LIABILITY

The Association shall not be:-

1. Liable for any injury to any person, damage to, or loss of any property occurring or suffered upon the Estate irrespective of the cause thereof.
2. Responsible for any theft of property occurring anywhere on the Estate.
3. No member shall: -
 - a. Have any claim or right of action against the Association for any damages or loss suffered.

- b. Be entitled to withhold or set of payment of any amount due to the Association by the member as a result of any loss or damage suffered.
4. The Association or its duly appointed agents shall not be liable to the members or their lessees, servants, invitees or generally to any person who might have entered the Estate, for any injury, loss, or damage of any description, which the member or such other person may have suffered or sustained, whether directly or indirectly in or about the Estate, regardless of the cause thereof.

R. ESTATE AGENTS

The Association shall be entitled, but not obliged, to grant a firm of estate agents a selling authority to sell properties within the Estate (hereinafter referred to as the "Appointed Estate Agency"). Should the Association grant such selling authority, it will be on the following terms and conditions:

1. In the event of any Member wishing to dispose of any unit within the Estate, to the extent that such Member requires the services of an estate agent in regard to such disposal, such Member shall be obliged to do so through the Appointed Estate Agency.
2. The fee charged by such Appointed Estate Agency shall not exceed the fee as laid down by the appropriate estate agent's tariff.
3. The length of such sole selling authority shall be at the discretion of the directors.
4. A Member may request the use of one of the "outside agencies" selected, briefed and enrolled on an approved panel by the Appointed Estate Agency or may request the use of an "outside agency" other than one on the select panel and, in such case, the Appointed Estate Agency will contact the requested outside agency and brief them as to the specific property and the conditions under which they are required to operate.
5. The commission for the sale by an outside agency shall be by arrangement with the Appointed Estate Agency.
6. Where an Owner wishes to sell a unit privately and does not wish to use the services of an Estate Agency this may be done, but the final sale a document MUST be arranged through the Appointed Estate Agency for which a nominal fee is charged.

7. When selling the PROPERTY, the PURCHASER shall utilize such documentation prescribed by the ASSOCIATION.
8. The PURCHASER shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION.
9. Access for the Agent and their prospective clients must be arranged through the Owner of the Property via the OpenItem System.
10. Show Houses must be booked through the Estate Manager one week in advance.
11. Agents must escort their clients from the gate to the show house and out of the Estate.
12. The client must be in possession of a driver's license and will be signed in manually. Their full details will be required by security.

S. FENCING POLICY

Fencing Policy as of 30 November 2016

At the AGM dated the 30th of August 2016, it was agreed that the string and rope barriers would be removed from around gardens and that the HOA directors would revise the fencing policy for Phezulu. The policy below has been developed with the Estates wildlife as a priority but also with a view to provide some protection for landscaping for new and re-establishing gardens.

As from the 10th of December 2016, all temporary "string and pole fences" must be removed without exception.

Policy:

A permit from the HOA will be required for all fencing on the Estate unless otherwise stated.

A permit will be valid for a full year. This may be extended with permission from the HOA on application.

1. **Rules for Brand New and Re-Established Gardens**

(A permit is required. This permit will be valid for a full year and may be extended with permission from the HOA on application.)

The “Post and Rail style fence” must be constructed. The entire perimeter of the garden/property can be enclosed by this fence. A brown or black rope, 20mm in diameter must be used to close/block the driveway.

The Post and Rail Fence is described as follows:

The Vertical Poles

- Up to 150mm in diameter.
- Not higher than 1.2m above the ground and spaced approx. 2.4m apart.
- The poles **must not** be cemented in.
- The poles cannot be varnished or painted and must be left natural.
- CCA treated poles must be used.

Recommendation: Homeowners should take advantage of the poles used by their Builder to form a screen around their property during the building phase; ask the Builder to cut them down to 1.2m rather than remove them.

The Horizontal Intingu Rails:

- Must be between 50- 75mms in diameter intingu poles
- You may use either one or two horizontal poles at your discretion: one at or near the top of the vertical pole and the other halfway up.
- The intingu poles cannot be varnished or painted and must be left natural.

2. **Re-Established Gardens with the use of Screens**

(A permit is required. This permit will be valid for a full year and may be extended with permission from the HOA on application.)

To Re-establish garden’s where there is heavy animal thoroughfare, we suggest the limited use of screens to block off the game pathways. This will re-divert the game in a nonaggressive manner.

- Shrubs should be planted to soften the effect of the screens. The screens must be staggered.
- An example of this is the 3 screens at Erf 101/13 Mahogany Ave.
- The screens must be built with the same poles and intingus as the post and rail fence.

3. **Semi-Permanent Structures**

(A permit is required from the HOA)

If you have a specific area of your garden that needs long term protection specifically where the animal thoroughfare is causing long term erosion issues (e.g., steep banks), you can construct a Post and Rail fence as mentioned above with the following restrictions:

- The length of the fence cannot be longer than 6m.
- There must be a minimum of a 1.8m gap in between each 6m section for the animals to walk through.
- A Screen as previously detailed, can be constructed in this 1.8m gap, but must be set back from the fence a minimum of 1m.
- The structure must be engulfed with landscaping. It should barely be visible.

4. **Swimming Pool Fencing**

(No permit is required from the HOA as this is a mandatory requirement by the Outer West Council.)

It is the responsibility of each Homeowner to ensure that the municipal by laws with regards to fencing your swimming pools are followed. There would be severe consequences for a Homeowner if a child drowned in their pool due to negligence. This should typically include:

- A Post and Rail fence must be constructed around the pool area only. (not the boundary of the property)
- The poles may be cemented in.
- The fence must be at least 1.2m high.
- Small wire mesh must be fitted in between the poles to ensure a child cannot get in through the fence.

- A self- locking gate must be fitted.
- The CCA treated poles cannot be varnished or painted and must kept natural.
- The pool fence must be incorporated into the landscape plan.
- A flat top steel fence painted forest green is approved. It can be purchased from Ferro-art. An example is at Erf 127. The fence must be made up of 8 mm mild steel vertical welded rods, and 10mm mild steel horizontal rods. The gaps between the verticals must be 10mm wide as per the government safety standards (SAN1400/SABS0400-1990)

5. Protection of Trees

(No permit is required from the HOA)

Due to animals being caught up in bonnox fencing the approved protection of individual trees is as follows:

- Four posts are to be secured around each tree.

Green shade cloth must be wrapped around and affixed to the four posts until the tree has established itself; after which time the shade cloth is to be replaced by horizontal intingus to protect the tree until it has matured sufficiently

T. GENERATORS - Use of Generators by Phezulu Residents

With Effect from July 2022

Due to the increase in Loadshedding and Municipal Power Outages, the Phezulu Game Estate Conduct Rules have been amended as follows:

Generators may be used, by residents, for the purpose of providing power during load shedding and municipal power outages under the following conditions:

1. Time

Generators may be operated from 7 am to 21:00 pm - Monday to Friday and 8 am to 21:00pm Saturday and Sunday.

2. **Noise generation**

There is no restriction on the type of generator permitted, however the noise level needs to fall below 70dB, at the perimeter of the property while it is operating at full load.

To meet the requirements, a “Silent type” may be required.

Alternatively, you can reduce the noise a generator makes by doing the following:

- Place the generator in a suitable sound dampening box with adequate ventilation
- Improve the Exhaust muffler/Silencer

A sound level meter is available at Reception to measure the decibels to ensure your generator meets the requirements.

3. **Fire Risk**

Diesel type Generators prove significant less fire risk than petrol ones. In both cases the generator may not be installed or running on a grass surface. Homeowners need to take adequate measures to reduce the risk of fire. Fuel must be stored in the appropriate containers

4. **General**

The correct placement of the generator is important, and your neighbor’s must be considered at all times.

If there is a complaint, the HOA will be required to inspect the installation to ensure that the installation complies.

U. **SHORT TERM RENTALS, HOME SHARES and AIR BnB**

With effect from the 1st of April 2021

The Phezulu Homeowner must advise the office, at least 3 days prior of the expected arrival of their guests, and provide the office with the following information:

- Clear copies of the ID documents/passports for each guest over the age of 16 years old
- Residential address
- Cell phone number – SA and Foreign
- Date of arrival and date of departure

- Vehicles make, model and registration number
- Number of guests staying in the house

The Phezulu Office will draw up a list of the guests, once all the information has been sent through a hard copy will be filed at Security. As the guests access the estate the guards will tick them off the list after checking and verifying the ID Documents.

An Office Administration Fee of R150 will be charged by the HOA, on to the levy account, for each booking to cover the costs incurred.

The maximum number of guests allowed per property is 8 in total, but no more than 2 guests per bedroom. (i.e., if you have a 3-bedroom house you may only have 6 people sleep in the house overnight)

Bookings may not be for periods shorter than 3 nights. (no weekend only bookings)

If the Guests are arriving by taxi/Uber, only the taxi driver and the guests on the list will be allowed into the Estate. The taxi/Uber driver must present his/her driver's license which will be scanned on entry and exit. The vehicle license disk will also be scanned on entry and exit.

The guests must sign a set of rules which should include:

- Access into the conservation is strictly not allowed either on foot or in a vehicle.
- No parties are allowed.
- No noise after 10 pm but always respect your neighbours.
- The guests must not approach the animals or attempt to feed them.
- Do not take photos of the houses on the estate.
- When walking around the residential area, guests may only walk on the roads and not in between the homes.
- The guest must be made aware that contravention of any of the rules will result in their stay being cancelled with immediate effect and their access denied.
- The 30km speed limit must be obeyed.
- Animals have right of way.
- Visitors will only be permitted by permission of the Homeowner.

- Braaiing is permitted but only in the allocated area and all flames and coals must be extinguished once the meat is cooked. The owner of the property must ensure the allocated area is clearly marked.
- Bonfires are not permitted.
- Vehicles must be parked in the designated area i.e., the garage or carport no more than two cars are allowed outside a garage.

Access Control

- The Owner of the property will use the Openitem App to send the guest a code for access. When the guest arrives Security will scan each guest's ID or Passport into the system.
- Once the guest has entered the Estate successfully, the Owner will receive a notification of the guest's arrival.
- The Owner will then be able to load the guest as a Regular visitor for the agreed period with a maximum of 7 days.
- If the guest is staying for longer than 7 days, the owner will have to re-invite the guest every 7 days.
- The guest will be provided with a pin for the set period.
- The guests will be required to present their driver's license/ID Document/Passport on entry and exit for the duration of the stay.
- Estate Management will be able to cancel/override the Openitem access permission granted by the Owner at any time if there is a contravention of the rules or valid reason for concern.

Breach of Rules and Penalties Applicable

The Registered Property Owner is to be held fully accountable for their guest or short-term tenants' behavior, without exception.

A penalty ranging from R1000,00 (one thousand rand) to R5000.00 (Five thousand rand) would be applicable if the tenant is found to be in breach of the Conduct Rules. The severity of the conduct will be determined by the Directors who will apply the penalty according, at their discretion.

The Resident will be able to appeal the penalty, in writing within 10 working days of receipt of the documents by email from the Estate Management Company.

The Directors may ask for the Owner to present themselves in a meeting if they deem it is so necessary. Either by Zoom or in person.

The Directors will have 5 working days after the appeal date, to make their final decision which will be declared in writing and emailed to the Owner by the Estate Management Company.

The Directors maintain the right to withdraw any permission granted allowing access to Air BnB, Short Term accommodation and Home Share guests into Phezulu.

V. ACCESS CONTROL

1. Access Control via the OPENITEM ACCESS CONTROL SYSTEM

With effect from the 1st of March 2021

- 1.1 All Phezulu Residents and Owners should load the Openitem Access Control App on to their mobile device through the Play Store. It will be the responsibility of the resident to ensure they have access to Wi-Fi or data, at their own expense, to run the App.
- 1.2 If the resident does not have access to a Smart Phone an SMS can be sent to generate an access pin for a guest. The cost of the SMS is for the Resident.
- 1.3 Visitors or Contractors who arrive at the gate without the relevant message and pin code or without a valid driver's license will not be allowed access.
- 1.4 Contractors and their staff must be in possession of an ID Book or Passport without exception.
- 1.5 Phezulu has a "NO ID NO ACCESS" policy.

2. Resident Access Control

- 2.1 Residents, over the age of 18 years old, will be allowed to access the Estate via Facial Recognition Cameras which will automatically open the boom. The resident will drive up to the camera and come to a complete stop. Tail Gating is strictly not permitted.
- 2.2 The camera will automatically open the boom within a few seconds if the resident is registered on the system.

2.3 Each Resident will provide the following information to the Estate Office which will be loaded on to the system:

- Full Names
- ID number
- Cell phone number
- Street Address
- Erf

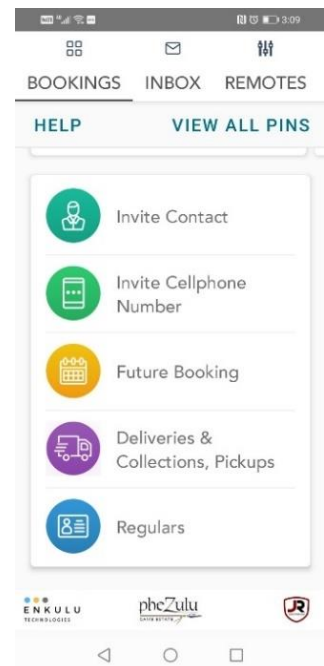
2.4 A photo of the Resident will be taken in the office and loaded onto the system.

2.5 If the resident is a tenant a copy of the lease will have to be on file with the office prior to the resident being loaded on to the system and all conduct rules signed.

3. Openitem App Options

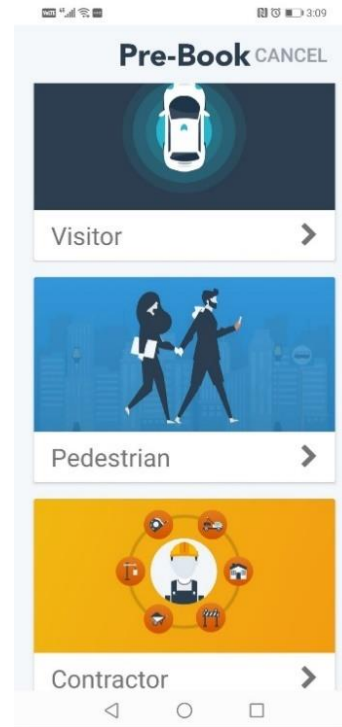
3.1 The App will provide you with the following options:

- **Invite Contact** – A person already in your contact list on your phone
- **Invite Cell phone Number** – You do not have the person as a contact, you type in the cell number manually normally a once off
- **Future Booking** – The visitor/contractor is arriving at a pre-determined date in the future. You can load them beforehand.
- **Deliveries & Collections, Pickups** – Self explanatory
- **Regulars** – Once a visitor has arrived in the Estate for the first time and their drivers' license has been scanned, they can be loaded as a regular visitor. This can be deleted at any time.



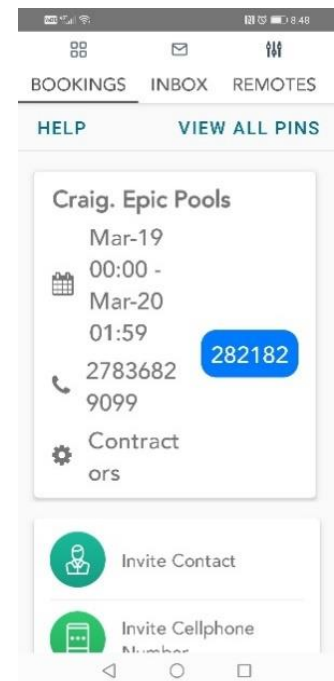
3.2 Once you invite a contact you will be provided with the following options:

- **Visitor**
- **Pedestrian**
- **Contractor**



Visitor Access – Vehicle

3.1 For the Resident to give permission for a guest to access the Estate the Resident will be required to access the Openitem Access Control App and select the contact they wish to invite.



3.2 There is an option to send the invite to a cell number that is not saved as a contact. The Resident will send the invite via the App to the guest either by WhatsApp or SMS.

3.3 The guest will receive a message which will relay the following:

3.3.1 The message will instruct the visitor to present a valid driver's license and the pin number to the guard at the gate.

3.3.2 The pin will have 6 digits and will only be valid for that day. If the guest returns for a second time in the same day or the following day the pin will not work unless the visitor is added as a regular.

3.3.3 A regular visitors pin will always start with a "9" and can be valid for up to seven days.

3.3.4 When the guest arrives at Phezulu the guest will drive into the "Visitors Bay" and make available their Driver's License and the six-digit pin code.

3.3.5 The guard will scan the visitor's driver's license and the car license disk as well punch in the 6-digit pin.

3.3.6 Once the system has verified the information the visitor will progress to the boom which will open as the guard scans the barcode.

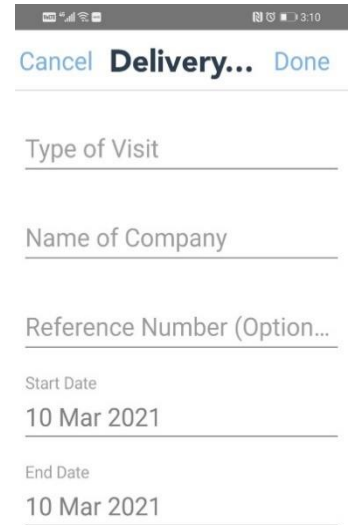


4. Pedestrian Access

4.1 A resident may invite a pedestrian visitor however the visitor must be in possession of a driver's license or ID book.

5. Deliveries and Collections

You can create a pin for a collection or delivery without sending it to the delivery person by creating a pin and selecting “OK”. The pin will be saved in the system for the guard to retrieve.



Cancel **Delivery...** Done

Type of Visit

Name of Company

Reference Number (Option...

Start Date
10 Mar 2021

End Date
10 Mar 2021

6. Contractor Access – Short Term

- 6.1 The resident will send an invite to the contractor via the app.
- 6.2 The contractor will be required to present themselves to the Contractors Gate with the pin and a copy of their driver’s license.
- 6.3 If there are staff in the contractor’s vehicle the staff will have to each present their ID document which will be scanned into the system by the guard.
- 6.4 When the contractor exits the estate, the contractor will drive through the contractor’s gate and the guard will reinsert the pin, scan the driver’s license and the license disk.
- 6.5 Each staff member should exit the vehicle and produce their ID book which will be scanned out one at a time. They may then re-enter the vehicle and leave the Estate.

7. Contractors Access – Medium to Long Term

- 7.1 A contractor who requires access to the Estate for more than 3 days must make an appointment at the Estate Office to be loaded on to the system for the contracted period after being referred by the Homeowner.
- 7.2 The office will ensure that the Contractors Rules and Regulation are signed simultaneously.

8. Domestic & Garden Staff Access

- 8.1 All staff must be registered on the Openitem system. The following information is required as well as a copy of their ID Document and a Photo.
- Full Names
 - ID number
 - Home Address
 - Cell phone number
 - Employers Name
 - Employers Address
 - Days of the week
- 8.2 If the Employee is a non-resident of SA, they must produce a valid passport and work permit/visa prior to being loaded on to the system.
- 8.3 The staff will enter and exit the Estate through the turnstile only.
- 8.4 If the staff member is being driven in or out of the Estate by a Resident, they must get out of the vehicle and still go through the turnstile to ensure that they are recorded correctly.
- 8.5 The HOA reserves the right to penalize the resident if their staff member is not following the correct protocol.

I, (Tenant/Resident Name) _____ ERF NO. _____

Phezulu Estate Physical Address: _____

Understand and agree to abide by the above stated Conduct Rules for Phezulu Estate, 210 Old Main Road, Botha's Hill.

Signed

Witness