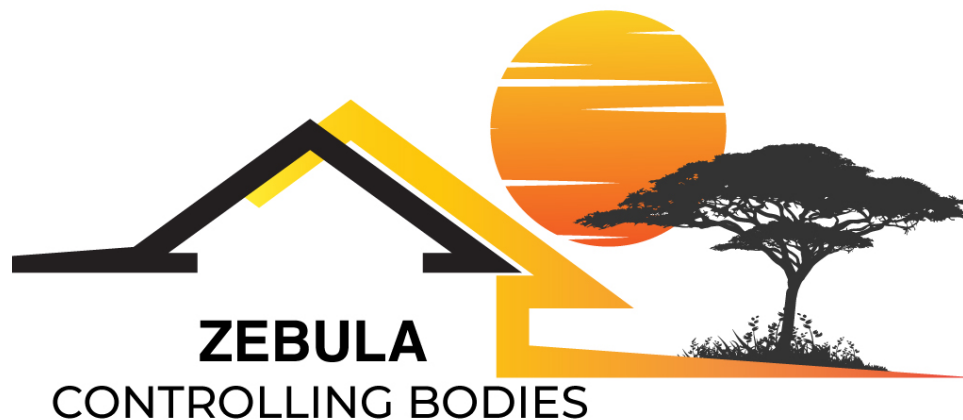


MANAGEMENT AND CONDUCT RULES



INDEX

1. INTERPRETAION
2. INTRODUCTION
3. ZEBULA CONDUCT RULES
4. MANAGEMENT RULES

Schedule A 2018 / 2019 SCHEDULE OF INSURED REPLACEMENT VALUES
Schedule B SCHEDULE OF TRANSGRESSIONS AND ASSOCIATED SANCTIONS
Schedule C ZEBULA DESIGN AND BUILDING REGULATIONS

1. INTERPRETATION

In the interpretation of this document, unless the context otherwise requires the following words and expressions shall bear the following meanings

“Commercial Agreement” means an Agreement entered into between MABALINGWE 12 BODY CORPORATE and MABALINGWE 13 BODY CORPORATE and KAREEFONTEIN LAND OWNER’S ASSOCIATION NPC and ZEBULA COUNTRY CLUB PROPRIETARY LIMITED with effective date 1 March 2019. In terms of this Agreement ZCC holds the right to operate, for its own commercial gain, certain Commercial Activities on Zebula on the Terms and Conditions set out therein.

“Parties” means Mabalingwe 12 Body Corporate (hereinafter known as “Maba12BC”), Mabalingwe 13 Body Corporate (hereinafter known as “Maba13BC”), Kareefontein Land Owner’s Association NPC (hereinafter known as the “Association”) and Zebula Country Club Proprietary Limited (hereinafter known as “ZCC”).

“Mabalingwe 12 Body Corporate” means the body corporate of the Sectional Title Scheme Mabalingwe 12 No. SS253/2003

“Mabalingwe 13 Body Corporate” means the body corporate of the Sectional Title Scheme Mabalingwe 13 No. SS1006/2004

“Mabalingwe 12 Sectional Title Scheme” means the Sectional Title Scheme on Remainder of the Farm Vaalwal 534 KQ, Limpopo Province in the Bela Bela Local Authority;

“Mabalingwe 13 Sectional Title Scheme” means Mabalingwe 13 Sectional Title Scheme situate on Portion 1 of the Farm Vaalwal 525 KQ, Limpopo Province in the Bela Bela Local Authority

“Sectional Title Schemes” means Mabalingwe 12 Sectional Title Scheme and Mabalingwe 13 Sectional Title Scheme

“Association” means Kareefontein Land Owners Association NPC (Registration Number 2008/012556/08);

“Zebula” or “Estate” means the Sectional Title Schemes and the Association

“Kareefontein” means the development known as Kareefontein, being 40 residential Stands, registered as portions 5 to 44, on Portion 4 of the Farm Kareefontein 474KQ, Limpopo

“Common Property” means those portions of the Properties that are common property in the Sectional Title Schemes and the land in Kareefontein excluding the Private Buildings;

“Private Buildings” means the Units and Buildings erected on the Stands by the Owners thereof and the immediate surrounds

“Stands” means the individual subdivided Stands of Kareefontein;

“Unit” means a section in one of the Sectional Title Schemes, together with an undivided share in the common property;

“Owner” or “Homeowner” means the Owner of a Stand or a Unit

“PQ” means Participation Quota and in a combined commercial and residential scheme the PQs for the commercial sections are nominated by the developer, PQ’s are shown on the sectional plan of the scheme. The Sectional Titles Act allows the body corporate of a sectional scheme to nominate values, which differ to the actual PQs. It must be emphasised that these nominated values do not replace the PQs shown on the sectional plan, but where such values exist, obligations to pay and voting rights will be calculated in accordance with these nominated values and not the PQ’s

“Controlling Bodies” means Mabalingwe 12 Body Corporate, Mabalingwe 13 Body Corporate and the Association. Each of the Controlling Bodies are legal entities that are required by law to be administered and operated for the benefit of their members as separate legal entities. As such notwithstanding the appointment of one Manager to manage the affairs of the Controlling Bodies, each Controlling Body shall comply with all laws, rules and regulations relating to that Body, separate to the other

“Management Committee” the Controlling Bodies shall between them appoint the Management Committee to liaise with the Manager(s), and to give instructions to the Manager(s) from time to time regarding giving effect to the scope of management. The Management Committee will comprise persons who are trustees or directors of the Controlling Bodies who are appointed on a pro rata basis given the number of members within that Controlling Body. Each of the bodies elects their representative(s) based on the established practice of one vote per site. In addition, the Management Committee may appoint independent non-voting persons or sub-committees to serve on or on behalf of the committee. These independent persons or sub-committees shall, however, not have the authority to bind the respective Controlling Bodies or the Management Committee. It is the intention of this agreement to place the burden of compliance and governance on the Management Committee, as it is, in effect, the collective representatives of the Controlling Bodies. The Management Committee is also referred to Joint Board of Trustees (“JBOT”);

“Sectional Title Act” means the Sectional Titles Act 95 of 1986 (“Act”), as amended

“Sectional Title Scheme Management Act” means the Sectional Title Scheme Management Act, 2011 [Act 8 of 2011] (“STSMA”) which became law on 7 October 2016 and amends the Sectional Title Act

“ZCC” means Zebula Country Club Proprietary Limited (Registration Number 2002/012827/07) (formerly known as Interfocus SA Investments 85 Proprietary Limited) and / or any subsidiary of, or separate entity controlled by, ZCC;

2. INTRODUCTION

2.1. Purpose

Zebula is first and foremost a nature reserve, which incorporates a residential estate, bushveld golf course, clubhouse and other recreational activities / facilities. The purpose of Zebula is to provide a unique estate as a home and gathering place for people who love the game of golf and the bush equally. Zebula is effectively one estate commonly referred to as Zebula or Zebula Golf Estate & Spa and it is recorded that all game on the Common Property is owned jointly by ZCC and the Controlling Bodies and will be managed in terms of the Game Ownership and Management Agreement.

In terms of a Property Management Agreement the Controlling Bodies collectively appoint the Manager(s) to administer and manage the affairs of the Controlling Bodies and Zebula as a whole (as inter alia prescribed by the provisions of the Sectional Titles Act and STSMA) and grants the Manager(s) the right to sub-contract all or certain of its functions in terms thereof to third parties.

The actions of Owners, members and guests and visitors are expected to show the appropriate respect towards fellow Owners, members and guests and visitors, the wildlife, the environment and the traditions and etiquette of golf.

2.2. Structure

The development was established by Zebula Country Club (Pty) Ltd (hereinafter referred to as the "Commercial Company" or "ZCC").

Owners on the Sectional Title Schemes acquired the "Right of extension" to register their properties in terms of the Sectional Title Act and were required to apply for Sectional Title registration when building plans had been approved and building was completed. Owners had a maximum of five-year window to exercise their right from the date the Sectional Title Register was opened i.e. by April 2008 in respect of the initial 165 Units on Mabalingwe 12 Sectional Title Scheme, and by December 2009 in respect of the 14 Units on Mabalingwe 13 Sectional Title Scheme. All "Rights of extension" which had not been exercised by these dates automatically lapsed and the properties became part of the Common Property.

Owners on Kareefontein have full title to their Stands and are governed by a separate Memorandum of Incorporation ("MOI") as depicted in the Companies Act, as amended.

2.3. Homeowners

Only individuals who have a financial interest in a site may be recognized as Owners. This financial interest can be direct or through a Company / Close Corporation or Trust.

The Owners of each Unit / Stand shall appoint a single Authorised Representative who shall be the only person entitled to represent that site and vote at any meetings of members.

2.4. Representation

A rule made in terms of section 11 (2) (a) of the STSMA must and can only modify one or more of the variable effects of the participation quotas. The developer or body corporate may make rules that:

- allocate a different value to a section owner's vote, and/or
- modify the liability of the owner of any section to make contributions to common expenses³⁹ or the body corporate's unsatisfied judgment debts⁴⁰, and
- include provisions regulating issues that arise from these modifications.

By special agreement all Units and Stands become equal members of Zebula once they have bought their Units and Stands. Voting and contributions are equal across all Units and Stands and are not based on the size of house or PQ i.e. all homes have a nominated value or levy / contribution of 1 (one). The primary reason for this is that the operating costs associated with the maintenance of the common property of the respective schemes bear largely the same weight and bear less correlation to the size of a Unit / Stand.

At the date of approval of these Conduct Rules there are 165 (one hundred and sixty-five) Units on the Mabalingwe 12 Sectional Title Scheme, 14 (fourteen) Units on the Mabalingwe 13 Sectional Title Scheme and 40 (forty) Stands on Kareefontein totaling 219 (two hundred and nineteen) nominated values / votes.

In addition to these nominated values / votes for Units and Stands, ZCC have agreed in the Commercial Agreement to contribute a nominated value of 10 (ten) in respect of their footprint on Zebula.

The total nominated votes on Zebula is therefore 229 (two hundred and twenty-nine).

The requirements of what constitutes an Ordinary Resolution or a Special Resolution and who may vote at an Annual General Meeting or a Special General Meeting are set out in the Sectional Title Act and / or the Sectional Title Schemes Management Act.

The value of 1 (one) levy is based on an annual administration budget that is proposed to and approved by the Owners in Annual General Meeting from time to time. For the purposes of voting ones nominated value of 1 (one) at an Annual General Meeting and / or at a Special General Meeting the value associated with these each nominated vote of a Unit or Stand is the replacement value of said Unit or Stand and the value attributed to the 10 (ten) levies contributed by ZCC shall be the aggregate replacement value of the ZCC Commercial Structures.

Replacement value is the replacement value in Rand or the associated percentage as extracted from the latest available and approved annual sectional title insurance premium payable, in terms of the Act, by the Controlling Bodies in respect of all buildings on Zebula. For illustrative purposes, should the total replacement value of Zebula be R1.74 billion (one billion seven hundred and forty million Rand) and the aggregate replacement value of the ZCC Commercial Structures equate to R126 million (one hundred and twenty-six million Rand) then the value attributed to ZCC's nominated 10 levies shall be R126 million (one hundred and twenty-six million Rand) or 7.2% (seven-point two percent). For reference purposes, the latest available schedule of approved insurance replacement values is included as Schedule A to this document "2018 / 2019 SCHEDULE OF INSURED REPLACEMENT VALUES".

2.5. Commercial activities

The Commercial Agreement defines ZCC's right to operate, for its own commercial gain, certain Commercial Activities on Zebula on the Terms and Conditions set out therein.

No Owner or other party may conduct commercial or competing activities on Zebula where the Parties have agreed exclusivity without the specific consent of the Controlling Bodies and approval of ZCC, which shall not unreasonably be withheld, and ZCC shall consult with the Management Committee before rescinding any approval given to any party to conduct commercial or competing activities in said circumstance.

2.6. Management Committee / Board of Trustees

By agreement Zebula is governed by the Management Committee / JBOT ("Joint Board of Trustees") who meet on a regular basis together with representatives from the ZCC to ensure participation and input from all stakeholders in the security, operation and maintenance of ZEBULA.

The Chairman of the Management Committee shall be elected annually, at the first meeting after the Annual General Meeting, by the members of the Management Committee. Roles and responsibilities of the elected Trustees and Directors of the JBOT are governed, where applicable, by the Act, the Sectional Title Schemes Management Act, the Companies Act, the MOI and / or the Commercial Agreement.

The body corporate of a scheme is responsible for the enforcement of its rules, for the control, administration and management of the common property for the benefit of all owners. It must perform the functions entrusted to it by or under its rules and may exercise the powers conferred upon it by or under its rules.

2.7. Conduct Rules

The Management Committee either appoints an independent property managing agent or directly employees' individuals ("Managers") to assist them in complying with their statutory obligations. One of the duties / responsibilities of the Managers is to enforce the Management Rules and Conduct Rules on behalf of the Management Committee and the Owners.

At the date of this document the Manager(s) are currently Huurkoradmin (Pty) Ltd

- for ADMINISTRATIVE services (*HUURKORADMIN (PTY) LTD: 1976/000544/07; A Managing Agent which holds current membership/registration of the following Statutory Boards and Organizations, EAAB (Estate Agency Affairs Board), NCR (National Credit Regulator) and NAMA (National Association of Managing Agents)*) and
- for OPERATIONAL / MAINTENANCE services: employees of the Controlling Bodies.

The Managers are appointed by the Controlling Bodies and may change from time to time.

These Conduct Rules are subject to revisions from time to time should they no longer be appropriate or may be inadequate based on the needs and desires of the Owners. The process regarding enforceability and legitimacy of the Conduct Rules are determined by regulations currently embedded in the Sectional Title Schemes Management Act. The Controlling Bodies will use their best endeavours to ensure that these Conduct Rules are always fair and reasonable and compliance with applicable regulations.

Parliament has decided that a body corporate must:

1. keep a copy of all rules,
2. have the rules available for inspection at trustee and member meetings, and
3. deliver copies of the rules to all section owners and occupiers when they first arrive and when the rules are changed,
4. compile and keep a complete set of all rules, including an index and a prominent reference to any rules that:
 - a. confer exclusive use rights,
 - b. vary the effects of the participation quotas regarding the value of votes or the liability for contributions, or
 - c. impose a financial or a maintenance obligation on members.

In addition, a prejudiced owner has the right to approach the High Court for relief when a body corporate fails to take steps to enforce its Rules.

Section 10(2) of the STSMA in effect gives the body corporate incidental jurisdiction to regulate behaviour within Units / Stands, but only when this could be a nuisance to occupiers in other Units / Stands or on the common property. The STSMA entitles the body corporate to access Units / Stands when this is necessary for an inspection, to do maintenance work on items the body corporate must maintain or to ensure that the provisions of that STSMA and the Rules are being observed.

It is the responsibility of Owners to ensure that they are aware of these Conduct Rules and that their employees, contractors, guests and visitors or any other person occupying or working in or around the Unit or Stand is aware of, and to the best of their ability, complies with, these Rules. For the avoidance of doubt ZCC is also an Owner and these rules apply to ZCC equally as they do to all Owners.

Any action, intentional or otherwise, that is not compliant with these Rules will be considered an offence. The Management Committee has instructed the Manager(s) to reasonably sanction, in their own good and fair discretion, any offense and these sanctions may include, but not be limited to, restricted access to common property, financial penalties etc.

Attached as Schedule B to this document is a **guideline** of transgressions and associated sanctions, which will be amended from time to time, deemed necessary by the Management Committee (refer Schedule B **"SCHEDULE OF TRANSGRESSIONS AND ASSOCIATED SANCTIONS"**).

The Management Committee reserves the rights to amend these guidelines from time to time depending on the severity and / or regularity of the individual(s) offence / transgression of these Rules.

3. ZEBULA CONDUCT RULES

The purpose of these Conduct Rules is to GOVERN, PRESCRIBE and REGULATE the following aspects:

- Common Property
- Activities of Owners, Members, Contractors, Visitors and Guests
- Community Scheme Engagement
- A Tranquil, clean and safe environment

The Sectional Title Act requires that *“any conduct rule made by a developer or a body corporate shall be reasonable and shall apply equally to all owners of units put to substantially the same purpose.”* i.e. Rules must be reasonable, apply equally to all Owners of Units / Stands and be appropriate to the scheme(s).

Any action, intentional or otherwise, that is not compliant with these Rules will be considered an offence. The Management Committee has instructed the Manager(s) to reasonably sanction, in their own good and fair discretion, any offense and these sanctions may include, but not be limited to, restricted access to common property, financial penalties (*Scheduled Fines and Fees*). The Management Committee reserves the rights to increase or decrease the financial quantum of financial fines from time to time depending on the severity and / or regularity of the individual(s) offence / transgression of these Rules.

INDEX

Introduction: Owners, Members, Contractors, Visitors and Guests

1. Access Control
2. Airstrip
3. Boating and Motorized Water Vehicles
4. Building and Construction Regulations
5. Camping, Caravans and Camping Equipment
6. Disclaimer / Indemnity
7. Environmental Protection
8. Feeding and Watering of Animals
9. Firearms, Weapons, Hazardous Substances and Fire Works
10. Fires
11. Fishing
12. Flora and Fauna
13. General Behaviour and Conduct
14. Irrigation / Water Use
15. Landscaping
16. Letting and Reselling of Properties
17. Littering / recycling / refuse disposal
18. Exclusive use, maintenance and appeal and insurance
19. Pets
20. Picnicking
21. Signage
22. Speed Limit
23. Staff and Contractors
24. Vehicles
25. Violation of Rules, or Damage to Property, by Owners or their Guests
26. Violation of Rules, or Damage to Property, by Visitors or Contractors
27. Management
28. Golfers Guide
29. Commercial Activities / Structures

Introduction: Owners, Members and Guests

The Owner/s financial interest can be held either directly in their personal name or through a company, association, close corporation and or trust. Fractional owners will provide the Body Corporate with a legal proxy in the name of a single individual. This individual will be entitled to, any and all of the rights associated with an owner/member of the Body Corporate as contemplated in the Sectional Title Schemes Management Act no.9 of 2011 (“STSMA”). The legal proxy and identification of the individual must be presented at all meetings of the Bodies Corporate.

The STSMA requires that all schemes, as from the date of establishment of their bodies corporate, must be regulated and managed by means of rules. All the Rules and Regulations pertaining to the Controlling Bodies at ZEBULA, will be applicable and must be adhered to by all individuals / groups utilizing or accessing the common property of Zebula.

These Conduct Rules are body corporate laws that operate in the context of more authoritative national, provincial and municipal legislation. One of the functions of the body corporate is to ensure compliance with any law relating to the common property or to any improvement of land comprised in the common property. **No rule can include any provision that is inconsistent with a provision in the Constitution of the Republic of South Africa Act, the STSMA and the STA or any other national, provincial or municipal legislation.**

Rules bind the body corporate, the owners of Units / Stands and any person, such as a tenant, who occupies a Unit / Stand, but they do not bind any other person. Owners / Members are obliged to take all reasonable steps to ensure that their employees, guests, visitors, and any family members who occupy or visit, comply with these Conduct rules, but not necessarily with its Management rules.

Section 13 of the Sectional Titles Schemes Management Act (“STSMA”) outlines the following **“Duties of Owners**

13. (1) *An owner must—*

- (a) *permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his or her section or exclusive use area for the purposes of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the section and capable of being used in connection with the enjoyment of any other section or common property, or for the purpose of ensuring that this Act and the rules are being observed;*
 - (b) *forthwith carry out all work that may be ordered by any competent authority in respect of his or her section, other than such work as may be required for the benefit of the building generally, and pay all charges, expenses and assessments that may be payable in respect of his or her section;*
 - (c) *repair and maintain his or her section in a state of good repair and, in respect of an exclusive use area, keep it in a clean and neat condition;*
 - (d) *use and enjoy the common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises;*
 - (e) *not use his or her section or exclusive use area, or permit it to be used, in a manner or for a purpose which may cause a nuisance to any occupier of a section;*
 - (f) *notify the body corporate forthwith of any change of ownership or occupancy in his or her section and of any mortgage; and*
 - (g) *when the purpose for which a section or exclusive use area is intended to be used is shown expressly or by implication on or by a registered sectional plan, not use nor permit such section or exclusive use area to be used for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for that purpose as consented to.*
- (2) *Any owner who believes any refusal of consent of another owner in terms of the proviso to subsection (1)(g) is unfairly prejudicial, unjust or inequitable to him or her, may, within six weeks after the date of such a refusal, make an application in terms of this subsection to an ombud.”*

1. Access Control

All persons entering or exiting the Estate are required to comply with the security procedures implemented by the Management Committee.

- i. For Owners the following will apply
 - a) All Owners must come to the Controlling Bodies offices and register their fingerprints
 - b) Once registered Owners will be able to access the property biometrically
 - c) A Card will only be issue to Owners in exceptional circumstances i.e. fingerprints cannot be registered
 - d) The database will be updated periodically at the instruction of the Management Committee at which time re registration will be required to ensure that the database remains current
- ii. For guests:
 - a) Owners will be able to register their guests electronically on the system, the system will generate a code which will be live during their guests visit but will expire upon the desired departure date
 - b) Alternatively, Owners may contact the onsite Controlling Bodies offices and a manual ticket will be generated for guests who can in turn pick this up at the Main Gate Security upon arrival
 - c) Owners may only register their private guests as any guest renting their property or paying a commercial fee for short- or long-term stay is regarded as a commercial guest and is regarded as such and will be liable to pay the conservation fee
 - d) Any Owners registering commercial guests as private guests will be guilty of an offence and face an appropriate sanction in terms of these rules

Anyone entering the property, apart from those mentioned above, are subject to Estate access control procedures which includes, but is not limited to, scanning of drivers' license and / or vehicle license.

The number of vehicles per Unit / Stand may also be monitored to ensure safety standards are monitored and managed.

The conservation fee will be determined annually by The JBOT / Management Committee and Owners updated at the annual general meeting. All commercial visitors are required to settle this amount prior to exiting the property. Proof, currently in the form of a ticket, must be produced and presented to Security at the exit point to allow vehicle to exit the Estate.

2. Airstrip

Zebula has an Unregistered Private Airstrip, but Zebula welcomes any fellow aviator who applies with prior permission to visit family and friends at Zebula. The Owners enjoy a tranquil lifestyle in a beautiful bushveld environment. The reduction of noise, especially in this bushveld environment, is an important criterion for all Owners, guests, golfers, visitors, staff etc.

This private airstrip is subject to the Civil Aviation Authority of South Africa's laws and regulations governed thereby. As a PRIVATE UNREGISTERED airfield all PILOTS in command flying in and out of this airfield must assess the safety regulation directed by the Civil Aviation Authority of South Africa and take full responsibility for all his/her actions.

The Controlling Bodies will not be held responsible for any damages, death or any occurrence of loss associated with the operation of airplanes / helicopters / gyrocopters / micro lite airplanes or any similar aircraft on or near the private airstrip/field.

For purposes of using the private airstrip for commercial purposes each pilot will have to complete and sign the Zebula Aerodrome/Airstrip Indemnity Form available from ZCC, the commercial Company.

In general, the following rules, which may not reflect the complete list, will apply:

1. The airfield is for the sole use of the residents of Zebula and their invited visitors. All commercial visitors will be required to complete the Aviation Visitor Information Registration Indemnity form prior to landing.
2. Consideration to other owners must always be given when using the airfield.
3. Engine runs should be done with consideration to other residents.
4. Flying will only be permitted during civil daylight hours. Officially this is from 15 minutes before sunrise to 15 minutes after sunset. Except on Sundays where no take-offs will be allowed before seven o'clock in the mornings.
5. No high-speed fly pasts along the runway will be allowed at any time. Runway inspections for rogue animals on the runway should be done at landing approach speeds, preferably along the eastern boundary.
6. Helicopters and Gyrocopters to follow the same procedures as above.
7. No flying is allowed over Zebula Units / Stands.
8. No vehicles other than aircraft and vehicles belonging to airfield users are permitted in the airfield area.
9. No jogging, biking or walking allowed within the airfield boundaries, or within a safe radius of the airfield (*refer also 6. "Disclaimer / Indemnity" and 13. "General Behaviour and Conduct"*).
10. Aircraft should be parked in an orderly manner in the designated areas at the owner's full discretion, as far as possible from the runway.
11. Any person using or entering the airfield area undertakes not to make any claim against and indemnifies and holds harmless the bodies corporate, its officers, employees or agents, against any claims, costs or expenses whatsoever arising from the materializing in any manner whatever of any of the risks.
12. The Controlling Bodies, its officers, employees or agents reserve the right to search all incoming and outgoing airplanes, helicopters, gyrocopters or any other airplane that uses this private airstrip and may report any illegal or unlawful activities, material, substances or any suspicious behaviour to the local law enforcing agencies.

Pilots are requested to fly near Zebula's Aerodrome as if it is a Controlled airspace: Excellent Airmanship will always suffice. Proper Circuits are recommended at all relevant times.

No Aerobatics and no Low-Level Flying is permitted. No show-offs is permitted. No Flight over the Estate is permitted. Please Limit the noise at all times and clear the area immediately after take-off.

3. Boating and Motorized Water Vehicles

Boating and the use of motorized water vehicles of any kind, are not permitted on any of the dams and / or water ways inside the Estate.

4. Building and Construction Regulations

The rules and regulations relating to building and construction applicable post 1 March 2019 are contained in a separate Schedule C – "**Zebula Building and Construction Regulations**" and are under the management and oversight of the Management Committee by way of a duly elected Aesthetics Sub-Committee. This schedule may be updated from time to time and the amended Schedule will be attached to this Code of Conduct.

5. Camping, Caravans and Camping Equipment

Camping is not allowed anywhere on the Estate and no tents (including roof tents) and or caravans are permitted to be used as part of accommodation on the Estate. The Managing Committee accept that, from time to time persons may have roof tents and caravans attached to their vehicles as they are passing through, in such circumstances said camping equipment will be allowed access, but may not, be "used" as accommodation on the Estate as previously documented.

6. Disclaimer / Indemnity

Please note that these notices will also be prominently displayed throughout the property and will therefore automatically be considered valid and accepted by guests, contractors when entering the property.

“ZEBULA BODIES CORPORATE INDEMNITY NOTICE

PLEASE NOTE:

ZEBULA IS FIRST AND FORMOSTLY A WILDLIFE ESTATE WHERE WILD ANIMALS, REPTILES AND INSECTS ROAM FREELY, BY ENTERING THESE PREMISES AND BY MAKING USE OF ANY OF THE FACILITIES AND/OR SERVICES AVAILABLE TO THE PUBLIC YOU AGREE TO BE BOUND BY THE RULES OF THE ESTATE AND THE TERMS AND CONDITIONS SET OUT BELOW:

DISCLAIMER:

ANY PERSON ENTERING THESE PREMISES DO SO ENTIRELY AT THEIR OWN RISK. THE TRUSTEES, DIRECTORS, OWNERS, MANAGEMENT, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES WILL NOT BE HELD LIABLE FOR ANY HARM CAUSED, OR DEATH, OR LOSS, OR DAMAGES, WHETHER DIRECT OR INDIRECT, CAUSED TO ANY PERSON ENTERING THESE PREMISES AND MAKING USE OF THE FACILITIES AND SERVICES AVAILABLE. BY ENTERING YOU IDEMNIFY AND HOLD THE TRUSTEES, OWNERS, MANAGEMENT, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR ANY THIRD PARTIES, BROUGHT ABOUT DIRECTLY OR INDIRECTLY BY YOUR ACTIONS.

THE OWNERS AND MANAGEMENT RESERVE THE RIGHT TO SEARCH ANY PERSON OR PROPERTY OR VEHICLE FOR ANY UNAUTHORISED ITEMS IN YOUR POSSESSION AND TO RETAIN SUCH ITEMS FOR FURTHER INVESTIGATION. *Note: security does not have a vested right to do search and seizure, it's the officers of law who can do that, the security needs the consent of such persons.*

NO FIREARMS OR ANY OTHER TYPE OF DANGEROUS WEAPONS OR HAZARDOUS GOODS OR MATERIALS ARE ALLOWED TO BE BROUGHT ONTO THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BOARD OF TRUSTEES AND/OR MANAGEMENT.

RIGHT OF ADMISSION IS RESERVED, AND MANAGEMENT SHALL HAVE THE RIGHT TO DENY ANY PERSON ACCESS TO THE FACILITIES OR PREMISES.”

“ZEBULA BODIES CORPORATE Welcome to Zebula Golf Estate

Entrance Disclaimer:

All persons entering these premises do so at their own risk.

The owners, trustees, directors, management and administrators of this premises, including their respective employees, officers, agents and/or contractors, shall not, to the fullest extent permitted by law, be held responsible for any loss and/ or damage whatsoever caused, or to any property, including but not limited to any loss caused by theft, and/or any personal injury or death caused to any person, following any act, omission and/or negligence how so ever arising on the premises.

Privacy Statement

The Zebula Bodies Corporate reserves the right to collect information, within the ambit of the POPI act, from all individuals and/or vehicles entering the premises.

The information is collected strictly for security purposes, including but not limited to: person's name, vehicle license number, identity number (via ID book or driver's license), nature of business, photo/s of the person/vehicle. All reasonable steps will be taken to protect personal information from misuse, loss and unauthorised access. Should any person refuse to provide the required information, the Zebula Bodies Corporate and / or their appointed representatives have the right to deny any individual and/or vehicle access to the premises.

Regulations

Golf carts are only to be operated by persons with a driver's license.

Any attempt to approach any Wild Animal or Reptile and remain can be extremely dangerous or life threatening - always be vigilant and take extreme caution when in proximity of Wild Animals and Reptiles.

Hunting and firearms are strictly forbidden.

Speed limit is strictly 30km/h.

No littering. No excessive noise. No drunken driving.

Warning

All Rules and Regulations will be strictly enforced and can result in severe fines and can or may result in removing you and your guests from the estate.

Guests are requested to be vigilant regarding their property and valuables.”

Golf Course

There is a Golf Course on Zebula and for safety reasons, non-golfers are encouraged not to walk, jog, ride a bicycle or drive carts across the golf playing areas when there are golfers nearby. Persons who walk, jog and cycle on the course or nearby paths do so entirely at their own risk.

Adverse weather conditions

Any person traversing the Estate on common property, including but not limited to golfers playing golf on the golf course, should use their own discretion when to disband traversing of playing golf during periods of extreme weather. Persons should be aware of the dangers of lightning and should seek cover / abandon play when lightning is visible. Persons may not rely on structures alongside the golf course as a form of safe protection from lightning. There is no general early warning alarm / facility on the Estate.

7. Environmental Protection

The intention of the management structure of the Estate is not to cause any disruption to the natural bushveld environment. Protection of this ecology and the natural environment will include all fauna, flora, water and air. No activities, other than those outlined in item "29. Commercial Activities / Structures", will be permitted on the Estate that could cause unreasonable harm or disruption to the ecology and the natural environment, without prior consent of the Management Committee.

Vehicles may only be driven on designated roads. Golf Carts may drive on any designated road or authorized and clearly marked Golf Cart paths.

8. Feeding and Watering of Animals

The general rule is that no animal/s may be fed and or provided water on the Estate by any person not appointed for that specific action. All game on the Common Property is owned jointly by ZCC and the Controlling Bodies and will be managed in terms of the Game Ownership and Management Agreement.

There are certain responsible practices that may be considered as exceptions to this rule. Owners are, for example, allowed to provide appropriate food such as antelope pellets. There are also certain Units / Stands that have waterholes from which animals can drink.

9. Firearms, Weapons, Hazardous Substances and Fire Works

The use of the following are prohibited on the Estate –

- a. Any firearm/s including: rifle/s, shotgun/s and hand guns/s.
- b. Air rifle/s and air pistol/s, Gas-propelled rifle/s and pistol/s.
- c. Long bow/s, compound bow/s and cross bow/s.
- d. Slingshot/s.
- e. Pesticides, Herbicides, Combustible Substances and Poisons (organic and inorganic).
- f. The use of fireworks.

The use of any of the above are only allowed under specific consent and control of a qualified person approved and appointed by the Management Committee.

10. Fires

Fire protection on the Estate is critical.

The following is prohibited on the Estate –

- a. Any open and unprotected fires outside of areas designed for said open and unprotected fires and any facility not constructed for these purposes.
- b. No ash or ash like product (remnants of fires) (hot or cold) are to be disposed of in the veld or any other area that is not safe.

The following must be adhered to –

- a. Areas surrounding braais and facilities constructed for open fires must be kept free of veld grass, wood and or other combustible material.
- b. All Units and Stands must have and use appropriate fire/braai covers at their facilities/areas to cover ash or ash like product (remnants of fires) when abandoning the area i.e. when no longer supervised.
- c. All Units and Stands must have and use appropriate fire/braai covers at their facilities/areas to cover ash or ash like product (remnants of fires) when there are strong winds that enhance the risk of uncontrolled fires from hot ash being blown into the veld or thatched areas.
- d. All fires at any areas must always be supervised.

11. Fishing

The dams and water ways at Zebula are protected.

- a. The dams on the property have been stocked with fish and controlled fishing is permitted.
- b. Any fishing at Zebula is on a catch and release basis.

12. Flora and Fauna

All flora and fauna are protected. Zebula is managed on a basis similar to a Nature Reserve.

Without the express authorization and consent of the Management Committee the following is important and must be adhered to –

- a. No trees, shrubs & local plant life may be removed, damaged and/or degraded in any way
- b. No tree/s, shrub/s and plant/s that is not endemic and indigenous may be planted
- c. No kikuyu grass or any similar variant of grass or grasses is permitted
- d. No animal/s, reptile/s, water animal or fish and bird/s (indigenous / exotic) and their habitat may be altered, removed, damaged, harassed, frightened, killed and/ degraded in any way
- e. No animal/s, reptile/s, water animal/s or fish and bird/s (indigenous and or exotic) will be allowed to be introduced or brought onto the Estate
- f. The collection of wood for fires is prohibited
- g. No activities that can/may cause unreasonable damage and or degrade the natural environment and the ecology are allowed
- h. Nature (animals, birds, reptiles etc) always have the right of way
- i. Responsible exercise / game viewing is encouraged (which includes maintaining safe distances and speed of approach), but individuals / groups must always be vigilant and respectful of wild animals, birds and reptiles as they are, by nature, unpredictable
- j. No dangerous game, reptile or animal must be approached on foot in any way
- k. Game may be viewed during the day, from dawn up and until 20h30. Game viewing at night is permitted from a vehicle until 22h00, after this time security may approach one to find out the purpose of their driving around Zebula
- l. The use of spotlights at night are permitted but must be used responsible and avoid shining direct lights in animals' / birds' eyes

The golf course and approved landscaped gardens at the clubhouse and entrance as well as driving range and putting greens are an exception to this rule especially regarding point c.

13. General Behaviour and Conduct

Any conduct that may be reasonably regarded as illegal or disturbing to others (including owners, family, visitors, guests etc) is **not** permitted. These may include, but not be limited to, the following illustrative examples;

- a. the laws of the Country
- b. general excessive noise,
- c. loud music and / or performance of any kind
- d. display/s of aggressive tendencies and conduct
- e. hiking or walking alone / irresponsibly on any part of the common property, including the golf course, after 20h30 apart from employees and / or contractors employed for a specific action/reason that requires movement on foot around the estate after 20h30
- f. hiking or walking inappropriately close to fellow Owners Units and Stands or to golfers playing nearby
- g. any activity that may potentially damage common property, including the golf course (that especially includes well-manicured and sensitive greens, putting green outside club house and tee boxes)
- h. vandalizing common property, including golf course out-of-bounds markers, tee markers, greens protection ropes
- i. being generally disrespectfully of another individuals / group's privacy
- j. Swimming in any dams and water ways and wearing of inappropriate attire at the pool area near the tennis courts.

Certain motorized machinery / tools (e.g. power tools, generators etc) is permitted with approval from the Manager(s) who, prior to approval, will take into consideration the name, type and specifications of the equipment (e.g. generators). Should Owners' generators be found to be excessively noisy the Manager(s) will inform them to ensure appropriate noise reductions protocols are implemented.

In addition to the above non-excessive / reasonable music and party or any other noises must cease after 22h00 Monday to Thursday, 23h00 Friday and Saturday and 20h00 on Sundays and public holidays.

14. Irrigation / Water Use

Water is a scarce commodity and must always be conserved and used responsibly.

- a. Watering of grass, plants or trees or shrubs is allowed but is discouraged
- b. No irrigation is allowed when water restrictions is in place. Owners will be notified by the Management Committee when water restrictions are effective
- c. The use of automatic or manual irrigation systems are permitted but subject to these Conduct Rules regarding restrictions i.e. responsible use and cannot be automatic regardless of restrictions etc
- d. Home sites are permitted to use a maximum of 12 500 liters per week (*this volume may be adjusted from time to time at the discretion of the Controlling Bodies based on availability of potable water*) which is covered in their levy contribution (based on impact of volumes on the water infrastructure). Should a Unit or Stand use more than this, further water infrastructure penalties may apply
- e. It is the responsibility of each Owner to ensure that their Units or Stands internal and external water structures are leak free
- f. Water use may be restricted by the Management Committee at any time should they deem it reasonable given variabilities is supply and demand. Owners will be notified in said circumstances

One exception to the points above relate to Owners that choose to install / operate an independent grey water system at their own cost. In these circumstances Owners may utilise their own grey water at their discretion. The Management Committee will review and approve these systems and provide written confirmation accordingly.

15. Landscaping

Limited landscaping only of common property is permitted. Homeowners are required to maintain their sites in a natural bushveld condition. Indigenous plants and trees may be planted as provided above and must be left to grow naturally in the bushveld environment (*refer Flora and Fauna*).

A maximum of 50 (fifty) square meters of lawn may be planted and maintained in the immediate vicinity of a recreational area on a Unit / Stand. Owners are encouraged to plant the naturally occurring cynodon grasses for this purpose. Cynodon grass may be planted beyond this 50 (fifty) square meter limit but all grass outside the immediate vicinity of a Unit / Stand must be left to grow naturally.

16. Letting and Reselling of Properties

ZCC has been identified, in the Commercial Agreement, as the preferred service provider of these services to Owners of Units and Stands. Owners are accordingly encouraged, but not obligated, to utilise the rental administration services or reselling services available from ZCC should Owners wish to rent out or sell their property from time to time.

Owners are, however, entitled to use the services of an alternative service provider on condition that service provider acknowledges their obligation to be aware of these Rules and inform anyone who utilises their services. Owners may also make their own arrangements and allow other people to utilize their home if they wish or sell their Units / Stands, however the homeowner may not operate this commercially and should he / she wish to do this they should use the services of an appropriately registered property agent as the practice of selling and letting property is governed by a regulatory framework requiring for example a valid and updated Fidelity Fund certificate and a Trust account approved by the Estate Agency Affairs Board. For the avoidance of doubt, it is the Owner's responsibility to ensure that the property Agents is compliant with these Rules and the Controlling Bodies accept no liability or damages of any nature caused by the temporary tenants.

All tenants of Units / Stands and other persons granted rights of occupancy by an Owner of the relevant Unit / Stand are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. Showing of Units / Stands will be allowed by prior appointment only. No advertising boards will be permitted anywhere on Zebula.

Short term letting

This rule may be a contentious example of overlapping municipal and body corporate jurisdiction is the issue of short-term letting. The provision of short-term accommodation supports tourism, which in turn supports job creation, economic prosperity and social stability. However, there are concerns that short-term sectional title tenants cause more nuisance than long-term occupiers.

Existing municipal by-laws, drafted before the Internet made booking services such as AirBnB available, do not address the problems that may arise from short-term letting in sectional title schemes. If municipalities wish to control short-term letting in terms of town planning schemes or other by-laws, they will have to make or amend provision to deal specifically with this issue.

When municipal laws do regulate short-term letting, the applicable provisions will take precedence over this Conduct rule. While a municipality may make specific provisions for short-term letting of Units, it cannot require an Owner to obtain body corporate permission before making application for municipal consent. Until municipal laws regulate short-term letting, bodies corporate can make conduct rules that are a reasonable reaction to nuisances experienced or reasonably anticipated because of people using units on a short-term basis. A Conduct rule cannot prohibit owners from letting their units or from inviting their family or friends to use them, whether the owners are present.

When there is a reasonable expectation that short-term occupiers are likely to interfere with the rights of the body corporate or other occupiers, a conduct rule can control the behaviour of Owners who allow short-term tenants/occupiers to the extent that this is necessary to prevent a breach of the owner's obligations in terms of the STSMA. In practice such a provision may constitute a qualified restriction on an owners' right to provide short-term accommodation.

Such a rule should:

- be clearly linked to the enforcement of owners' and occupiers' obligations under the STSM Act,
- apply to all short-term occupiers, not only those who pay for their accommodation or those who use the unit when the owner is absent,
- apply irrespective of whether the landlord uses an online or other booking or management service;
- directly address the reasonably anticipated nuisance issues,
- not restrict or materially inconvenience any sectional landlord or occupier who has not created or allowed others to create a nuisance, and
- include a process designed to ensure that the rules of natural justice will be applied in the application of the rule.

In addition, such a rule can require any owner who has short-term occupiers to lodge with the body corporate a deposit as security for its costs incurred in:

- dealing with the issues caused by short-term occupiers, such as the expense involved in replacing lost security/access control cards, and
- enforcing the provisions of the STSM Act and its conduct rules, including the body corporate's costs for obtaining the tenant information it is obliged to keep, providing a copy of the rules, reacting to complaints and repairing damage to common property.

17. Littering / recycling / refuse disposal

An Owner or occupier of a Unit / Stand shall –

- (a) Maintain in a hygienic and dry condition, a receptacle for refuse within his / her Unit / Stand, his exclusive use area or on such part of the common property as may be authorized by the Management Committee in writing;
- (b) Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- (c) For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Management Committee;
- (d) When the refuse has been collected, promptly return such receptacle to his / her Unit / Stand or other area referred to in paragraph (a).

Owners are encouraged to separate / recycle refuse using the facilities available on the Estate. These facilities are being enhanced on an ongoing basis and Owners will be notified accordingly.

No littering is permitted anywhere on the Estate i.e. no persons shall deposit, throw, or permit to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

As soon as possible after completion of any construction Owners are required to remove any leftover construction or other related materials from their home site and restore the area outside their Unit or Stand back to a natural state. Owners are also not allowed to store building materials openly and no alternative is available it must be surrounded by 80% (eighty percent) or higher density shade-cloth for the duration of the project.

No garden refuse is permitted to be dumped anywhere in the bush or close to homesites as this creates fuel for any fires which may occur and may have disastrous consequences. The dumping of garden waste / refuse is only permitted at the dumpsite in the garden waste pit designed for this purpose.

18. Exclusive use, maintenance and appeal and insurance

Each home site on Mabalingwe 12 and 13 approximate 5 000 m² (five thousand square meters) on which homes / building of various sizes are erected. The entire area within the marked boundaries of each site excluding the enclosed buildings are referred to as "Garden areas" and may include open patios, pools, boma's, braai areas, parking spaces, paving etc. Garden areas are defined as exclusive use area which hereby confer rights of exclusive use and enjoyment to each Owner.

Maintenance and appeal

Owners are solely responsible for the maintenance and compliance of their individual buildings and other infrastructure developed and / or owned on the garden areas (internal and external maintenance and appeal commensurate with the nature of a 4 Star Estate).

All improvements and appropriate ongoing maintenance of their Unit and Stand and garden areas, including, but not limited to,

- all external walls and fixtures,
- roofs,
- driveways and carports and dedicated / marked parking bays,
- pools and jacuzzi's,
- patios / verandas / wooden / concrete decks, braai and boma areas,
- generator enclosures,
- lighting conductors (poles and immediate / related infrastructure),
- areas clearly utilised as part of the Unit / Stand, and
- other developed areas / infrastructure in the immediate vicinity of their buildings.

No storage of any plant or material on a completed home site is permitted without the direct written consent of the Management Committee which may not unreasonably be withheld.

For the avoidance of doubt ZCC is an Owner and the ZCC Commercial Activities / Structures (refer item 29 "*Commercial Activities*") are Units.

Insurance

Owners of Units and Stands are directly responsible for their proportionate contribution, based on replacement values of their buildings, including other building / infrastructure on garden areas, to the monthly / annual insurance premium payable by the Controlling Bodies, where applicable by regulations.

Replacement value is the replacement value in Rand or the associated percentage as extracted from the latest available and approved annual sectional title insurance premium payable, in terms of the Act, by the Controlling Bodies in respect of all buildings on Zebula.

For illustrative purposes, should the total replacement value of Zebula be R1.4 billion (one billion four hundred million Rand) and the replacement value of a Unit equate to R14 million (fourteen million Rand) then the value attributed to that Unit's nominated 1 (one) levy shall be R14 million (fourteen million Rand) or 1% (one percent). For reference purposes, the latest available schedule of approved insurance replacement values is included as Schedule A to this document "*2018 / 2019 SCHEDULE OF INSURED REPLACEMENT VALUES*".

19. Pets

No pets are allowed on the Estate at any time (*refer Flora and Fauna for further detail*).

20. Picnicking

Several dedicated picnic areas have been earmarked on the Estate. Owners are required to utilise these dedicated areas should they wish to picnic on Common Property outside the immediate area of their Units and Stands. Owners are responsible to ensure that any fires in these designated areas are properly controlled and extinguished after use (*refer Fires for further detail*) and area is left clean and tidy (*refer "Littering / recycling / refuse disposal"*).

21. Signage

All individuals on the Estate are required to read and comply with all official signage posted anywhere on the Estate from time to time. No private signage will be permitted without the express approval of the Management Committee.

22. Speed Limits

The **maximum speed limit permitted is 30km per hour**. The co-operation of all people driving motor vehicles / motorised vehicles is required for the benefit and enjoyment of everybody. Drivers are reminded that animals, reptiles and birds have right of way and they do not understand or respect the rules of the road. Walking and cycling is encouraged as there are often numerous unaccompanied children walking or cycling on the Estate.

A legitimate driver's license is required by any person(s) driving a vehicle on the Estate. This includes motor / motorized vehicles and **golf carts**. Golf carts may be driven across fairways up to the white ropes but not on any tee or greens. Drivers are always required to observe good golf cart etiquette when driving on or near the golf course.

For safety the Manager may, in his / her discretion, remove the keys to the vehicle / golf cart and keep these until the Owner is appropriately sanctioned.

23. Staff and Contractors

Staff

Owners, except for ZCC, may employ a maximum of two staff who may reside on their Unit / Stand at their own cost and entirely under their own supervision and control. ZCC are entitled to employ and accommodate staff as outlined in the Commercial Agreement.

Staff member must be in possession of an official valid and current dated identification card and **will only be allowed access to the Estate if they have been registered with the Manager**. These registration cards, or similar identification mechanism, issued by the Manager, will reflect the employee name, the Unit / Stand number on which they are working, and the expiry date and must be kept on possession of the employee at all time when on Common Property.

Children, relatives or other visitors of staff are only permitted access to the property if specifically approved by the Owner and preferable while the Owner is present at the Unit / Stand. They are subject to the same access controls as staff.

Staff / contractors should preferably organise transport from the main gate and the Unit / Stand where they render services. Transport should be organised by the Owner / Employer. However, should a staff member walk on common property then, as mentioned earlier, the staff member / contractor should always have their registration card in their possession. A scheduled transport facility is available on request from ZCC. Staff are not permitted to access any other Owner Unit or Stand without the Owner's permission. Utilisation of the Commercial Activities / Structures are outlined in item 29 "Commercial Activities".

Owners may not solicit or employ any employee working for ZCC or the Controlling Bodies, and, for security reasons no ex-employee of ZCC or the Controlling Bodies may be employed by an Owner without the specific consent of ZCC or the Controlling Bodies, which consent, based on the nature of the employees' termination of employment with ZCC or the Controlling Bodies, may not unreasonably be withheld.

The Management Committee reserves the right to perform surprise audits and / or check for criminal records (*Note: not all criminal records can be excluded it should depend on which crime, as they are also rehabilitated to be incorporated back in the society*) and / or working permits as part of the staff registration process and on an ad hoc basis thereafter. The associated cost will be for the respective Owner. Registration can be withheld / withdrawn should any staff/ employee / contractor of any Owner, including ZCC, have a criminal record or non-valid working permit.

Contractors

Although ZCC provides certain services to Owners as outlined in the Commercial Agreement, Owners (refer section 29. "Commercial Activities") are entitled / have freedom of choice to use their own contractors to provide similar services where these are not exclusive, as defined in the Commercial agreement, to ZCC.

The Owners should, however, ensure the following when engaging the services of an external contractor (service provider);

1. That the contractor is compliant with statutory regulations including but not restricted to,
 - a. being registered with the relevant governing bodies in such industry;
 - b. employs South African Citizens and / or individuals with necessary working permits;
 - c. The contractor is registered with the Controlling Bodies and has provided the Management Committee with all the necessary statutory documents requested;
 - d. The contractor has liability and 3rd party insurance to the recommended minimum value as required by law (e.g. R15 000 000 (fifteen million Rand) - this minimum value is a guideline based on the extent of damage that could result from an intentional / careless act / incident);
2. That the contractor is known to be reputable entity and understand the Conduct Rules and has not broken Conduct Rules on Zebula including, but not limited to, leaving the Unit / Stand neat and clean when finished, in the past without appropriate remedy; and

The Contractor or his personnel are not permitted in the Estate outside the normal business hours (07h30 to 17h30), except where a contractor attends to an emergency. Owners are required to notify the Manager(s) of such an incidence for the Manager(s) to notify security and access control. No contractor or his personnel shall overnight on Estate except with prior written approval of the Management Committee.

Should the Bodies Corporate or it's appointed Manager(s) have any reasonable reservations about the conduct of the contractor and/or subcontractor (including their employees), the Bodies Corporate reserves the right to suspend all services (building or repair or otherwise) until such time that such conduct is rectified which it may do at any time on notice to the Owner, contractor and/or subcontractor, all of whom shall have no recourse against the Bodies Corporates or its employees in this regard.

The Controlling Bodies may circulate a contractor Code of Conduct and / or standard operating procedure document ("SOP") independent of these RULES should further clarity be required by Owners.

In addition, the Controlling Bodies will formulate and maintain a register of approved Contractors that may be updated from time to time based on the outcomes of the contractor behaviour and breach of the compliance requirements.

24. Vehicles

All motor vehicles, game viewing vehicles, or golf carts that are permitted on the property (refer point 29. "*Commercial Activities / Structures*") should be appropriately licensed if required. Owners shall ensure that their vehicles, and the vehicles of their visitors, staff, contractors and guests, do not drip oil or brake fluid on to the common property or any other way deface the common property. No Owner shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a Unit / Stand.

Private quad bikes or off-road motor bikes are not permitted under any circumstances.

Only licensed drivers may drive a vehicle on the Estate. Golf carts may only be driven by persons in possession of a valid South African drivers licence at the sole risk and responsibility of the Owner.

The use of all vehicles is restricted to the official graded roads and designated pathways. No Golf Carts may use / cross the fairways of the Golf Course as a shortcut to access pathways leading to the clubhouse, designated pathways next to the Golf Course are available to reach the clubhouse and must be used. Units adjacent to the fairways may not create "driveways" onto the Golf Course for their Golf Carts.

Only the official Hunter Green Golf Carts may be operated on Zebula, no other colours are allowed with only two exceptions being the workshop Golf Cart which is red and the security Golf Cart which is camouflaged.

All ZCC Carts will carry their numbers on either side of their carts and Owner Golf Carts will have their number on the front of their Golf Carts. Stickers advising a valid driver's license is required and needs to be displayed on or in all Owner carts as well (*these stickers are obtainable at the Pro Shop at a nominal fee*).

25. Violation of Rules, or Damage to Property, by Owners or their Guests

Any violation of these Rules will be referred to and resolved by the Manager(s) with the express authority of the Management Committee.

At all times the Owner shall be liable for the cost of any damage to property, or replacement thereof, whichever is deemed applicable.

To avoid any doubt, it is repeated that any violation of these rules may also lead to suspension, access restriction and/or financial fines being imposed on Owners. Note: essential services such as electricity, water and access to the community scheme may not be suspended unless there is an order to that effect.

The Manager(s) / Management Committee will give notice of any violation to the offending Owner, together with whatever action, fines, or damages they consider appropriate. The homeowner has the right to appeal the decision in writing, providing whatever additional information they consider appropriate. In the event of an appeal the Manager(s) / Management Committee shall reconsider the matter and advise the Owner of their final decision, which will be binding. Note: *the decisions of the manager / management committee are binding but not final as they can be disputed either in court or the CSOS.*

Unless otherwise considered appropriate by the Manager(s) / Management Committee all communication in this regard shall be in writing and communicated via email.

26. Violation of Rules, or Damage to Property, by Visitors or Contractors

Violation of these Rules by any non-Owner may lead to sanctions being imposed that may include immediate physical removal from the property.

At all times the offending party shall be liable for the cost of any damage to property, or replacement thereof, whichever is deemed applicable.

27. Management

The Management Committee has appointed the Property Manager according to the relevant legislation and agreements. The Property Manager(s) means any person who provides scheme management services to a body corporate / controlling bodies for reward, whether monetary or otherwise, including any person who is employed to render such services. They are the Management Committee representative(s) appointed to oversee and manage the day to day affairs relating to Owners and the Common Property on the Estate and the enforcement of these CONDUCT RULES.

28. Golfers Guide

"Golf Course" means the 18-hole golf course situated on the Common Property of Mabalingwe 12, and which, for the avoidance of doubt, is an asset of the Owners. The Royal and Ancient Golf Club of St Andrews Rules apply when playing golf at Zebula.

A Golfers Guide is available at the pro shop and all players are expected to familiarize themselves with these requirements to ensure all golfers enjoy an experience that exceeds their expectation both on and off the golf course. The Golfers Guide incorporates hours of operations, membership, booking procedures, slow play, dress code, cellphones, marshals, halfway house, practice facilities, pitch marks, bunkers, etc.

The Golfers Guide is not part of the Conduct Rules and consequently all Golfers are required to be aware of, and comply with, the Conduct Rules.

“Persons must always attempt to leave the course in a better condition than they found it”

29. Commercial Activities / Structures

In terms of this Agreement ZCC holds the right to operate, for its own commercial gain, certain Commercial Activities on Zebula on the Terms and Conditions set out therein. The detailed activities are summarized in Schedule A of the Commercial Agreement and all bookings required at clubhouse reception or the activity booking centre.

These facilities are available for use by persons with a financial interest in the Estate or their guests or commercial patrons e.g. Owners and their invited guests / visitors, Golf members and their invited guests, ZCC staff and their invited guests / visitors, Controlling Bodies' staff and their invited guests. The onsite convenience store is available for all persons residing on or visiting the Estate.

Right of admission to all Activities / Structures is, however, reserved and ZCC Management and / or Controlling Bodies' Manager(s) may refuse access to any person in their sole discretion.

Commercial Activities that are NOT owned but are managed by ZCC;

- the 18-hole golf course, putting green, driving range and chipping green
- pool area with gym, squash court and change rooms and 2 (two) tennis courts
- putt-putt course and large sand play pit
- Tarred Airstrip

Commercial Activities that are owned and managed, on an exclusive basis, by ZCC;

- Club House and reception area and nearby retail shop and storage facilities
- halfway house, pro shop, golfers change rooms and storage rooms,
- restaurants and kitchen and bar
- conference facilities and commercial offices
- commercial lodge bedrooms
- Spa, with double story facilities with pools and treatment rooms
- Commercial/paid for Game viewing drives
- Commercial/paid for Bush activities, including, but not limited to, bush walks
- Supervised / guided quad biking and Mountain biking
- Repair workshop (*on left hand side of main road to club house*)
- Animal interactive, educational centre/structures that may include snakes, reptiles, lions, tigers, cheetahs, meerkats, crocodiles, genets, birds and caracal
- tuck shop near the pool area
- golf cart rental

Commercial Activities that are owned and managed, on a non-exclusive basis, by ZCC;

- Maintenance services
- Housekeeping and Laundry facilities

Commercial Activities that are managed, on a preferred supplier basis, by ZCC;

- Letting and Reselling of Properties

4. MANAGEMENT RULES

SECTIONAL TITLE SCHEMES MANAGEMENT ACT (“STSMA”) & SECTIONAL TITLE ACT (“STA”)

“To provide for the division of buildings into sections and common property and for the acquisition of separate ownership in sections coupled with joint ownership in common property; the control of certain incidents attaching to separate ownership in sections and joint ownership in common property; the transfer of ownership of sections and the registration of sectional mortgage bonds over, and real rights in, sections; the conferring and registration of rights in, and the disposal of, common property; the establishment of bodies corporate to control common property and for that purpose to apply rules; and the establishment of a sectional titles regulation board; and to provide for incidental matters.”

The election of the Trustees, their responsibilities, members of the Controlling Bodies / Body Corporate(s) and their responsibilities etc. are available as in Section 3,4,5 of the STSMA, the rules prescribed if found in Section 10(2)(b) of the STSMA

The Property Management Agreement, Conduct Rules and the Commercial Agreement is available on request of the Manager(s) or the Management Committee.

Management Rules are available on request of the Manager(s) or the Management Committee.

The Management Rules prescribed in the STSMA apply to all Homeowners and all homeowners are encouraged, as members of the respective Controlling Bodies / Body Corporate(s), to familiarise themselves with these Management Rules and the STSMA and the Conduct Rules approved by Owners at a General Meeting.

Requirements for Management Rules

The prescribed management rules regulate the operations of the body corporate and its members. They do not impose any behavioural obligations on persons in their capacities as owners or occupiers of units. They do deal indirectly with behavioural obligations, but only to the extent that they:

1. oblige members to take reasonable steps to ensure that their employees, tenants, guests, visitors and family members comply with the scheme’s conduct rules;
2. impose obligations on the body corporate to ensure that members and other occupiers do not do specified things that would conflict with their statutory or common law obligations; and
3. allow the body corporate to carry out section maintenance if an owner fails to do so and the work is necessary to protect the interests of other owners.

Any management rule made by a developer or the body corporate must and can only deal with the regulation, management and administration of the body corporate and the rights and obligations of its members. These rules must serve to expand on or fine-tune the “*management*” provisions of the STSMA, being sections 2 to 9, 16 and 17 of that Act, for that particular body corporate.

Subject to the statutory requirements set out in 4, a management rule:

1. can regulate any issue relevant to how the body corporate is managed, including the appointment, functions and duties of its trustees and the rights and obligations of its members as such,
2. can include positive and negative obligations on the body corporate, chairpersons, trustees and members, obliging or entitling them to do things and restricting their right to do other things,
3. can confer exclusive use rights or impose either a financial or a maintenance obligation on an owner, but
4. must not conflict with any provision of the STSMA or STA, or of any other law, and
5. cannot validly impose rights or obligations on members in their use and enjoyment of sections, exclusive use areas and the common property, because such provisions can only be included in the conduct rules.

SCHEDULE OF TRANSGRESSIONS AND ASSOCIATED SANCTIONS Schedule B

This Schedule is a **guideline**, amended from time to time, with additions and deletions as deemed necessary by the Management Committee. Should an offence not be included in the table below then the Management Committee will decide on an appropriate sanction given the nature and regularity of the offence. *Please note:* fines / penalties may not be equal nor more than the applicable monthly levy approved at AGM from time to time.

DESCRIPTION OF TRANSGRESSION

	1st Offence	2nd Offence	3rd Offence onwards
USE OF STREETS/ROADS			
Speeding, reckless, drunken driving. -	R500	R1 500	R4 000
Skipping stop signs, not allowing right of way for animals. -	R500	R1 500	R3 000
Parking a vehicle anywhere other than in a demarcated parking bay. -	Written warning	R500	R750
Driving without a license: any engine powered vehicle (cars, off road motor cycles, golf carts). -	R500	R1 000	R3 000
Driving of quad bikes anywhere in the Estate. -	R250	R500	R750
Driving a vehicle in an off-limit area. Driving on the golf course, in parks and on pavements with any type of engine powered vehicle (except with a registered golf cart on the golf course) -	Written warning	R500	R750
Driving golf carts in the Estate without lights after sunset. -	Written warning	R500	R750
Driving an unregistered golf cart anywhere in the Estate / not displaying unit number and divers license sticker.	Written warning (7 days to comply)	R500	R750
BOATING & CAMPING			
Unauthorised Boating	R500	R1 000	R1 500
Unauthorised use of any camping Equipment including but not limited to caravans, tents etc	R500	R1 000	R1 500
DISTURBING THE PEACE			
Noise generated by music, electronic instruments, mechanical and/or electrical equipment, partying and the activities of residents and their employees. -	Written warning	R1 000	R3 000
SECURITY			
No unauthorized Firearms, Weapons, Hazardous Substances, Fireworks to be brought on the property –	R2 000	R3 000	R4 000
Unauthorized use of access cards by any person. -	R2 000	R3 000	R4 000
Unauthorized entry into the Estate by any person. -	R2 000	R3 000	R4 000
Treating the security personnel in an abusive manner.	Written Warning	R1 000	R2 000
Bringing any form of labor into the Estate without following the correct procedures in terms of permits (PER PERSON) -	R1 000	R2 000	R3 000
Residents allowing anybody into the Estate without following access procedures (PER PERSON) -	R1 000	R2 000	R3 000
Tailgating i.e. gaining unauthorized access into the Estate by slipping under the boom which was raised to allow access to previous person. -	R2 000	R3 000	R4 000
Loitering in the Estate. -	Written Warning	R1 000	R1 500
Gardeners and domestics not visibly displaying security access cards. -	Written Warning	R500	R700

	1st Offence	2nd Offence	3rd Offence onwards
SECURITY			
Deliberate obstruction of access/egress to/from Estate. (PER INCIDENT)	R6 000	R6 000	R6 000
PETS found in the Estate. -	Written Warning	R1 000	R1 500
CONTRACTORS			
Contractors working outside permitted times. -	R1 000	R2 000	R3 000
Contractor workers leaving their specified building site on foot not transported to and from building sites by contractor vehicle. -	R500	R750	R1 000
Contractors not having a chemical toilet or skip on Site (PER WEEK). -	R1 000	R2 000	R3 000
Contractors not keeping their sites clean, tidy & properly screened. (PER WEEK) -	Written warning (48 hours to comply)	R2 000	R3 000
Fires lit on building sites by contractors and/or their employees. -	R1 000	R2 000	R3 000
ENVIRONMENT			
Dumping of rubble, refuse or building material, hot ash anywhere in the Estate. -	R2 000	R3 000	R4 000
Storage of Building Material at a unit which is in sight of neighbours and roads	Written warning (72 hours to comply)	R2 000	R3 000
Littering. -	R500	R750	R1 000
Dumping of Garden Refuse anywhere on the Estate apart from the dumpsite demarcated area -	R500	R750	R1 000
Unauthorized fires, outside designated areas -	R2 000	R3 000	R4 000
Units not having fire lids to cover unattended fires	Written Warning	R500	R1 000
Not Covering Fires / Coals after use	R1 000	R2 000	R3 000
Leaving fires unattended	R1 000	R2 000	R3 000
Excessively Noisy Generators	Written Letter (14 days to Comply)	R1 000 (3rd Week)	R1 500 (Per Week after)
Burning of rubbish in the Estate. -	R2 000	R3 000	R4 000
Fauna and flora chased, trapped, harmed, removed or interfered with or harassed in anyway. -	R1 000	R2 000	R3 000
Unauthorised feeding of animals – in contravention with responsible accepted practices	R500	R1 000	R1 500
Fishing without the necessary permission and not releasing fish caught immediately -	R1 000	R2 000	R3 000
Dwelling unoccupied where property security, pool safety and external maintenance not complied with. -	Written warning (21 days to comply)	R5 000 per month from months 1 to 5	R6 500 per month from month 6 onwards
Illegal connections of storm water to the sewerage system. Unauthorised pumping of water from dams or boreholes. -	R5 000 per month		
Unauthorized irrigation and watering of plants in drought times and transgressions of water rules -	R1 000	R2 000	R3 000

	1st Offence	2nd Offence	3rd Offence onwards
GOLF COURSE / COMMON PROPERTY			
Playing golf or practicing on the course not part of official play. -	R500	R1 0000	R2 000
Any activities on tee boxes, putting greens and sand bunkers not part of official play. -	R1 000	R2 000	R3 000
Interfering with official out-of-bounds or any other stakes. -	Written warning	R2 000	R3 000
Vandalism of any kind - COST OF REPAIRs plus	R1 000	R2 500	R5 000
GENERAL			
Operating a business in the Estate without prior Local Authority and/or Bodies Corporate approval. –	Written warning (30 days to comply)	R6 000 per month from months 1 to 5 (with potential legal action)	R7 000 per month from month 6 onwards
Unauthorized use of any air / gas propelled Firearm, bows, slingshots and fireworks	R1 500	R2 000	R4 000
Unauthorized use of any firearm Any Unauthorized shooting / Poaching of any animals		SAPS to be Called SAPS to be Called	
Any Unauthorized use of any poisons which may kill Animals and / or secondary species	R1 000	R2 000	R4 000
Unauthorized advertising in the Estate. -	R1 000	R2 000	R4 000
Unauthorized flying of remotely piloted aircraft systems (Drones) -	R500	R750	R1 000
Vandalism to communal property – COST TO REPAIR plus	R1 000	R2 500	R5 000
BUILDING WORK : Exceeding building time limits. –	R2 000 per month from months 1-3	R5 000 per month from months 4 to 6	R7 000 per month from month 7 onwards (with potential legal action)
Non-compliance with building and architectural guidelines.	R3 000 per month from months 1-3	R4 000 per month from months 4 to 6	R5 000 per month from month 7 onwards (with potential legal action)
Building without approved plans / deviating from approved plans	R2 000 per month from months 1-3	R5 000 per month from months 4 to 6	R7 000 per month from month 7 onwards (with potential legal action)
Encroachments onto communal property.	Written warning (7 days to comply)	R4 000 per month from months 1 to 6	R6 500 per month from month 7 onwards (with potential legal action)
Wendy houses, shacks and other structures in contravention of the Rules. -	Written warning (14 days to comply)	R3 000 per month from months 1 to 5	R5 000 per month from month 6 onwards (with potential legal action)

CONTENTS**Section**

Purpose	2
Regulations	3
Timing of construction	4
Approval process	5
Primary Contractor and Sub Contractor	6
Services	7
Design guidelines	8
Construction	9
Completion	10
Signage	11
Management liability	12
Security	13
Landscaping, plants & gardens	14
Fencing and screening	15
Prohibited building materials	16
External lighting	17
Contraventions	18
Failure to comply	19
Acceptance by Homeowner	Annexure A
Primary Contractor Acknowledgement	Annexure B
Eskom Guidelines	Annexure C

1. PURPOSE

The purpose of these regulations are to ensure that the overall development, while encouraging individual creativity, is in harmony with the bushveld style and character intended and desired by Owners.

To ensure maximum security and a minimum of interference to existing Owners during the development and construction phase it is necessary to regulate procedures to be followed by construction and related professional contractors while on the property.

For avoidance of doubt the main document outlining the CONDUCT and MANAGEMENT Rules overrides this Schedule C should any wording be in conflict.

Mabalingwe 12 Sectional Title Scheme (*means the Sectional Title Scheme on Remainder of the Farm Vaalwal 534 KQ, Limpopo Province in the Bela Bela Local Authority*) is fully developed by date of approval of these Conduct Rules (*June 2019*) ("Zebula phases 1").

Mabalingwe 13 Sectional Title Scheme (*means Mabalingwe 13 Sectional Title Scheme situate on Portion 1 of the Farm Vaalwal 525 KQ, Limpopo Province in the Bela Bela Local Authority*) is fully developed by date of approval of these Conduct Rules (*June 2019*) ("Zebula phases 2").

Kareefontein (*means the development known as Kareefontein, being 40 residential Stands, registered as portions 5 to 44, on Portion 4 of the Farm Kareefontein 474KQ, Limpopo*) is not fully developed by date of approval of these Conduct Rules (*June 2019*).

2. REGULATIONS

Management of the development is controlled and managed by the Controlling Bodies. The Management Committee shall review these regulations in the best interests of all parties from time to time and make such amendments as are deemed necessary.

3. TIMING OF CONSTRUCTION

In terms of the Agreement of Sale all construction is to be completed within 3 years from date of registration of transfer from the Developers to the original purchaser. The Controlling Bodies may impose additional penalties or levies if this deadline is not met.

In Terms of an existing Unit / Stand being destroyed for whatever reason the duration to rebuild will be 24 (twenty-four) months, the Controlling Bodies may impose additional penalties or levies if this deadline is not met.

4. APPROVAL PROCESS

Prior to the commencement of construction Owners are required to;

- a) Submit two copies of the detailed plans to the Controlling Bodies for approval. These plans must clearly indicate;
 - i) Number of separate structures
 - ii) Number of floors and overall height
 - iii) Area of each building, including patios and outbuildings
 - iv) External finishes, including colour specification
 - v) Water storage tank and pressure pump
 - vi) Drainage and how it is concealed
 - vii) Sewerage Design
 - viii) Generator Specifications and Noise Pollution Associated with Generators
 - ix) Driveway

If approved one copy of the plans shall be signed as approved and the other copy shall be retained by the Management Committee.

- b) Advise details of the Primary Contractor, Architect and other persons involved in the construction, as provided on Annexure A.
- c) Ensure that the Primary Contractor is approved by the Controlling Bodies. No Primary Contractor may commence work on any site without first completing the necessary contractor's confirmation of the regulations as per Annexure B and obtaining Management approval thereto.

Management may at any time in their sole discretion, without appropriate reason, deny a contractor access to the property or their right to build on the property, either temporarily or permanently.

- d) Obtain all necessary approvals from the Bela-Bela Municipality and or any other Statutory Body for example NHBC.

5. PRIMARY CONTRACTOR AND SUB CONTRACTORS

The Primary Contractor is required to;

- a) Register each site with NHBC (National Home Builders Registration Council)
- b) Take out adequate Contractors Public Liability insurance
- c) Acknowledge and agree to comply with the Zebula Rules and conditions relating to Contractors and the construction, by completing and signing Annexure B

Homeowners who wish to perform the functions of Primary Contractor and construct their own dwellings must also comply with the aforementioned.

Construction may only commence after written approval to commence is received from Controlling Bodies.

Approval may be refused or revoked if any of the regulations are not complied with, if security or the aesthetics of the surrounding area are compromised, or if the privacy of surrounding properties are significantly affected.

6. SERVICES

Access roads together with electrical and water connection points will be provided within 300 (three hundred) meters of each site.

The positioning of individual access roads to each site is to be agreed with the Controlling Bodies. Each site shall be entitled to have separate access from the main roads which have been provided by the Controlling Bodies

Electricity supply is managed directly by Eskom to each home site on Kareefontein. All metering and conditions of service and supply are as per Eskom regulations and the Controlling Bodies does not provide any warranty or service in this regard. It is specifically noted that there are constraints on the available electricity capacity in the country for the foreseeable future and Eskom are insisting on consumption saving methodologies in all developments. A list of Eskom recommendations in this regard are attached in Annexure C.

All water to Units / Stands is provided from boreholes via central storage tanks. Although the water pressure may be boosted by pumps situated at these central storage tanks it is necessary for Owners to install their own separate water storage tank (minimum 5 000 litre) from the time of commencement of construction, together with a pressure pump and bladder system to regulate water pressure on the site. Depending on the position of the stand it may also be necessary for pressure reducing valves to be installed.

No telephone lines to home sites will be permitted.

7. DESIGN

The style of all structures on the site must comply with a "Bush format" acceptable to Controlling Bodies.

The design of the dwelling unit should show sensitivity to the existing natural features, flora and topography.

Specific requirements and conditions relating to all homes are as follows;

- a) Kitchen - Maximum of ONE kitchen per site.
- b) Roof - Must be thatch or alternatively the approved shingle roofing.
- c) Walls - Exterior walls to consist of a combination of the following -
 - (i) Face brick, stone, rock, timber features, plaster (in earth colours), or
 - (ii) an acceptable simulation thereof.
- d) Bedrooms - Maximum of 8 (eight) beds six bedrooms
- e) Buildings - Maximum of 3 (three) living structures, including staff quarters.
For the purposes of defining the number of separate structures the number of separate roofs shall be considered. If buildings are connected by a covered walkway more than 10 (ten) metres long they shall be deemed to be separate structures. The Carport and boma may be separate from these living structures.
- f) Height - Maximum of two floor levels of maximum 3 meters each.
Overall height of structures may not exceed 12 (twelve) metres from ground to top of roof.
Note: Sites 9 and 32 on the Kareefontein are both restricted to single story structures only.

- g) Building lines - No portion of any construction may be within 10 metres of a boundary if there is another site within 50 metres of the boundary.
- h) Footprint – The development in terms of Zebula phases 1 and 2 was closed in 2009. As per the Sectional Title Schemes Management Act an Owner may not increase the buildings footprint unless unanimous consent is given by all Owners.
- i) Lightning conductors – In terms of current insurance policies on buildings on Zebula the insurers do not require lightning conductors on residential buildings and there is no additional premium payable where these have not been installed. Lightning conductors are discouraged on Kareefontein, however for insurance purposes on thatch rooves Owners can construct Lightning conductors; however, these must be in line with current best practices and must be serviced every year afterwards with certificates of compliance being handed in at the on-site offices of the Controlling Bodies for record keeping purposes.
- j) Pool - Maximum 20 to 22 000 litres is permitted.
- k) Water features - Exterior water features or animal drinking facilities require specific Management approval prior to construction
- l) Exterior lighting - Exterior lighting must be kept to a minimum and installed in such a way as to minimise the effect on neighbouring properties and visibility from the roads.

Staff accommodation and kitchen areas should open onto screened areas.

Awnings, TV aerials, satellite dishes, solar panels and other such items, if used, should be incorporated into the building and form part of the basic structure.

No Solar geysers will be permitted on any roof and must be concealed from sight. Solar panels will only be permitted on rooves. Solar panels if erected must be positioned flat on the roof to not deter from the overall Aesthetic appeal of the building / Unit / Site.

Washing lines must be fully screened and not visible from the roads, or from ground level on adjacent properties.

Mechanical equipment, such as air conditioners, pool pumps, generators etc must be designed into the buildings or adequately enclosed / screened.

Any material or design which is considered hazardous to animals is not permitted.

8. CONSTRUCTION

The regulations relating to construction and contractors working on the site are as per Annexure B.

All Contractors are always to co-operate with the Management Committee and comply with their directives .

If any specific complaint or request to refrain from any activity is received from two Owners within 500 (five hundred) metres from the site the Contractor must cease the offending activity forthwith until Management Committee gives specific approval to continue, which approval may be on such terms and conditions as is considered necessary.

10. COMPLETION

On completion of construction the Owner shall request Management Committee to inspect the site and the structures.

Management Committee shall ensure, inter alia, that;

- a) The regulations relating to the site and construction have been complied with
- b) The site has been properly cleaned and tidied
- c) Direct access roads to the site and verges have been repaired and are in good condition
- d) The structures are in accordance with the plans submitted
- e) The surrounding area has been restored to a natural state, as far as reasonably possible

Provided Management Committee is satisfied with the condition of the site, the surrounding area and the structures erected they shall advise the Owner accordingly and give permission for the shade net screen around the construction area to be removed.

No dwellings may be occupied until Management Committee has specifically approved the completion of the project.

11. SIGNAGE

Only Management approved standard signage shall be permitted on roads or at access points to Sites / Stands / Units.

12. MANAGEMENT LIABILITY

It is acknowledged that when there is a considerable amount of construction activity taking place on Zebula that there are additional risks involved relating to the wild animals which roam free on the Zebula.

Owners, Contractors and all persons working on or visiting the property do so entirely at their own risk and Controlling Bodies accepts no liability for any damage or injury caused at any time, including while traversing the property or using any of the facilities.

13. SECURITY

All persons on the property must comply with and adhere to the security regulations and controls implemented by Controlling Bodies from time to time.

It is a specific requirement that all vehicles entering and exiting the property are subject to search at any time.

Security guards at entry / exit gates or other access points may require a signed note from the Primary Contractor before allowing equipment and machinery to be removed from the Zebula. Any contravention of the security procedures or requirements shall be considered a severe breach of these regulations and shall be dealt with accordingly.

14. LANDSCAPING, PLANTS & GARDENS

Only indigenous trees, shrubs or plants may be planted by Homeowners on their site. No noxious plants may be introduced or kept on a site at any time.

No trees, shrubs or other plants may be planted outside of a Homeowner site without the specific approval of Controlling Bodies.

Homeowners are encouraged to minimise the clearing of trees and other vegetation on their site, and no vegetation may be interfered with under any circumstances outside of the boundaries of the site. Approval for the removal of any tree must be obtained from the Controlling Bodies.

Lawns may be planted on the site immediately adjacent to dwellings or entertainment areas but the total area under lawn on each site is limited to 50 (fifty) square meters. No garden irrigation systems may be used unless proven to only be reliant on grey water systems.

Indigenous Cynoden (or Kweek) grass only may be planted outside of this 50 (fifty) square meter area if Homeowners wish to extend the grassed area around their dwellings. Gardens are discouraged, and Owners are reminded that there are wild animals on the property which will damage any cultivated area.

15. FENCING AND SCREENING

Fencing of site borders is not permitted, other than the temporary use of shade netting during construction as set out above.

Screening between and in areas immediately around dwellings is permitted, provided this is of limited height, is part of the overall building design, and does not disturb the aesthetics of the surrounding area.

16. PROHIBITED BUILDING MATERIALS

The following building materials may not be used;

- a) Unpainted plaster
- b) Pre-cast concrete walls
- c) Reflective or unpainted metal sheeting
- d) Razor wire, security spikes or similar security features
- e) Any bright coloured walls, structures or objects
- f) Palisade fencing

17. EXTERNAL LIGHTING

External lighting must be positioned with care not to impact on surrounding properties.

No floodlights may be used.

Eskom guidelines on efficient energy use are to be adhered to. (Annexure C)

18. CONTRAVENTIONS

If any person is aware of a contravention of these regulations, they are requested to bring this matter to the attention of Controlling Bodies for follow up and corrective action.

Each contravention shall be considered on its merits and the Controlling Bodies decision on any matter shall be final.

Any exceptions made in specific circumstances shall apply to that instance only and shall not be construed as an amendment to these regulations or a precedent.

19. FAILURE TO COMPLY

If any of these regulations are not adhered to the Controlling Bodies reserves the right to take whatever steps they consider appropriate including, but not limited to;

- a) Requesting the offending party to remedy the situation forthwith.
- b) Rectifying the situation and recovering any related costs from the Owner or Contractor.
- c) Imposing any fine or sanction they consider appropriate in the circumstances.
- d) Refusing access to any person, contractor, company or group, for such period or permanently as they deem appropriate.
- e) Suspension of all construction activity on a site.

HOMEOWNER ACKNOWLEDGEMENT

ANNEXURE A

SITE NUMBER _____

Anticipated construction Start ____/____/____ Finish ____/____/____

Homeowner details

Registered Owner _____

Contact person _____

Postal address

Contact details
Tel (____) _____
Fax (____) _____
Cell _____
E-mail _____

Primary Contractor

Name _____

Contact person _____

Postal address

Contact details
Tel (____) _____
Fax (____) _____
Cell _____
E-mail _____

The Zebula Conduct and Management Rules applicable to Zebula / Kareefontein have been fully read and understood.

The residential design and construction regulations relating to homes on Zebula / Kareefontein, including Annexures A, B & C have been fully read and understood.

I hereby always undertake to comply with these RULES and regulations and to ensure that ALL Contractors working on my site are fully aware of these regulations and comply with them.

FOR OWNER

Name _____ **Signature** _____ **Date** _____

The following regulations apply to all Contractors working on a Site.

ID Card

All construction staff must be in possession of a valid current identification card, reflecting the name of the contractor, contact number and site number, always while on the property. These cards are obtainable at the Controlling Bodies' office situated at the Zebula Main Gate.

When applying for a card the following must be brought to the office

1. Two copies of a valid RSA identification document and / or passport, or a valid work permit or asylum seeker certificate enabling a person to work within the borders of South Africa.
2. Both copies need to be verified by the South African Police Service.
3. Police Clearance Certificate.
4. In the event one cannot get a clearance certificate for whatsoever reason, the reason needs to be declared to the Controlling Bodies Management, who will take the matter under review. Until a decision is made the staff member will not be allowed to gain access to Zebula.
5. The Trustees or Managements decision will be deemed as final.

Demarcated construction area

Prior to any work taking place or any materials being delivered to site a screen consisting of green shade netting, attached to "Y" posts with a minimum height of 1,5 (one and a half) metres from ground level and a density of at least 80%, must be set up around the entire construction area to retain the aesthetic value of the property, and minimise inconvenience to other Homeowners.

All staff and materials must always remain within this demarcated construction area . No materials may be temporarily received, stored, mixed or prepared on any roads or outside this area.

Contractors may place a temporary lockable store facility on the site within the construction area to secure building material. Other than this store no other movable or immovable structure may be placed, temporarily or permanently, on the property without written approval from the Controlling Bodies Management.

Access to the construction area shall be limited to one opening, of maximum 6 (six) metres wide, situated facing the access road to the site.

The shade net screen may only be removed at the end of the project with the approval of the Controlling Bodies Management.

No access to areas outside building site

No staff member may move around on the development or leave the demarcated building site other than on the contractor or sub-contractor's vehicle. Walking from site to site, or to and from the main gate, is strictly not permitted.

Working hours

Construction activity is restricted to Mondays through Fridays from 07h00 hours to 17h00 hours and excluding public holidays.

Construction staff are not permitted on the property prior to 06h30 and must be removed from the development by 18h00 each day.

No contractor's staff are permitted to remain on the property outside of construction hours.

It is specifically noted that all persons, other than the Homeowner, while engaged in construction or maintenance on a site are deemed to be contractors for the purposes of this clause.

Responsibility for sub-contractors

The Primary Contractor is responsible for all sub-contractors working on the site and for ensuring that they comply with these regulations.

Right of access

Management may at any time in their sole discretion deny a contractor access to the property, or their right to build on the property, either temporarily or permanently.

Cleanliness

Contractors must ensure that the site is always kept as clean as reasonably possible .

Removal of building rubble, general cleaning and good housekeeping practice must take place regularly during building operations, with particular care to be taken to leave the site in a clean condition on Friday afternoons.

Any material, including plastic bags or chemicals, which may be hazardous to wild animals or which may blow off the site must be disposed of or properly secured before leaving site each day.

No rubbish may be burnt or buried on the site.

No provision for dumping of building rubble or excess construction materials has been made on the property and it is the responsibility of each Homeowner / Contractor to make their own arrangements to remove these items from the property and to dispose of such material in an approved dump site.

Toilets

A minimum of one toilet must be provided on each site on which construction is taking place.

This toilet must be positioned within the demarcated construction area and be situated or screened to minimise any inconvenience to surrounding sites.

Vehicles and roads

All construction and delivery vehicles must use the service gate and not the main Homeowner access gate.

No vehicle more than 10 (ten) metres or 12 tons gross weight may use the roads on the property.

The speed limit on all roads is strictly 30 kph. Speeding and reckless driving will not be tolerated.

No vehicles may be parked outside of the demarcated construction area.

Right of search

Management, or their appointed security staff, reserve the right to search any vehicle or person anywhere on the property, including at the gate or within the demarcated construction areas.

Deliveries

Delivery vehicles will only be permitted access to the property during working hours, Monday to Friday. No deliveries are permitted on Saturday or Sunday.

All delivery and other vehicles must be off the property by 18h00.

All deliveries shall be subject to the rules and regulations applicable to all sites as decided by the Controlling Bodies Management from time to time.

Signage

The Primary Contractors only may neatly erect one sign clearly indicating their name and contact details at the entrance to the demarcated construction area during the period of construction. This sign may not exceed an area 3 (three) metre square and must be removed immediately on completion of the project. No other signage is permitted to be erected by the Homeowner or the Contractors either on the site or on the road.

Noise & dust

Contractors to ensure that noise and dust is kept as low as reasonably possible to minimise inconvenience to other persons on the property.

Fires

Particularly because of the bushveld vegetation and number of people on the property there is a high risk of uncontrolled fires spreading through the property.

Open fires for cooking or other purposes are not permitted under any circumstances. The use of a small Cadac type gas cooker is permitted if properly supervised at all times.

The Controlling Bodies, Developers, and Management take no responsibility in the event of damage through the spread of uncontrolled fires on the property from any cause whatsoever.

Liability for Damage

Contractors are fully responsible for the conduct and discipline of all persons employed or used by them, including staff, sub-contractors and delivery personnel while on the property.

If any person is found disturbing or endangering the animal, fish or bird life, or is found pilfering, stealing or removing material from the property without permission, or is involved in any form of violence, that person shall be permanently denied access to the property, and the company who employs that person may be removed from the property and denied the opportunity to undertake any further work on the property if Management believes that there is negligence on the company's part.

Any damage caused by employees, sub-contractors or delivery vehicles shall be the responsibility of the contractor. These damages include damage to roads, kerbs, signage, plants, irrigation, wildlife and private property. All damages are payable within 72 hours failing which the contractors will be denied access to the site until such time as full payment is received.

Management shall have sole discretion as to the nature, extent and value of these damages, and the identification of respective vehicles and persons.

Legal obligations

Compliance with the requirements of the Occupational Health and Safety Act is mandatory.

Wastage

Water is a precious commodity and care must be taken to minimise its use.

If water is wasted through carelessness, misuse, poorly connected pipes or other reason a fine shall be applied.

Fines

Management reserve the right to take whatever action they deem necessary for noncompliance with these regulations.

DESCRIPTION OF TRANSGRESSION AND SANCTIONS

Offence	1st Offence	2nd Offence	3rd Offence / Onwards
Staff with no ID Card – Unauthorised Entry per Person	R 2 000.00	R 3 000.00	R 4 000.00
Staff Found outside demarcated area – Per Person	R500.00	R 750.00	R 1 000.00
Site Not Cleaned Properly	Warning 48 Hours to Comply	R 3 000.00	R 4 000.00
Trash found Outside Demarcated Area	R 2 000.00	R 3 000.00	R 4 000.00
Speeding in excess of 30km/h	R500.00	R 1 000.00	R 1 500.00
Transgression of Water Rules	R 1 000.00	R 2 000.00	R3 000.00
Burning / Burying of Rubbish	R 2 000.00	R 3 000.00	R4 000.00
Unauthorised Fires	R 2 000.00	R 3 000.00	R4 000.00

All fines are payable within 72 hours of the infraction, failing which access to the site by all parties will be denied until payment in full is received.

The internal electrical infrastructure at Kareefontein has been installed and been professionally engineered to Eskom technical specifications and has been formally approved by Eskom.

From date of completion of the infrastructure the electricity supply to each site on Kareefontein will be managed, metered and controlled directly by Eskom and not by the Controlling Bodies. Eskom rules and regulations relating to residential supply, connections and charges shall apply to all homes.

Eskom has confirmed that a maximum demand of 200KVA has been noted by them for the use of the 40 Stands / Units on Kareefontein.

It is specifically recorded that Eskom is experiencing electricity generation, transmission and distribution constraints and also stability constraints of its interconnected power system. It is noted that capacity is going to be severely constrained for the next 7 to 10 years and that electricity must be used as efficiently as possible. This is a National problem and is not specific to the Kareefontein development.

Owners will be required by Eskom to use energy efficient technologies and equipment in accordance with good practice. Eskom reserves the right to audit the manner in which electricity is used to ensure compliance with general principles of energy efficiency.

To enable Owners to minimise electrical consumption Eskom have supplied various guidelines, an extract of which is detailed below;

- a) Lighting
 - i) No incandescent or other inefficient lighting technologies may be used.
 - ii) In all applications the most efficient lamp must be used to attain the required levels of illumination.
 - iii) Occupation sensors must be utilised where practically possible.
 - iv) Automatic lighting controls with relevant occupancy sensors to be deployed in low traffic areas.
 - v) Use daylight whenever possible in lieu of artificial light.
 - vi) External lighting for pathways to deploy solar lighting wherever practical to do so.
- b) Electrical appliances
 - i) All electrical appliances to be SABS approved.
 - ii) Electronic equipment to be switched off when not in use.
 - iii) All heavy-duty electrical appliances that require periodic servicing and maintenance are to be covered with an appropriate service contract.
- c) HVAC (Heating Ventilation and Air-Conditioning)
 - i) Employ only high efficiency HVAC systems.
 - ii) Ensure HVAC plant have regular maintenance and service contracts in place with professional service companies.
- d) Water Heating
 - i) Employ solar water heating and heat pump technologies where possible
 - ii) Insulate hot water pipes and hot water storage tanks.
 - iii) Thermostats must be set at the most efficient level.
 - iv) Low flow shower heads must be used where applicable.
- e) Electrical Infrastructure
 - i) Exploit off peak electricity tariffs where they are available, and it is practical to do so.
 - ii) Deploy automatic electricity control technology wherever it is prudent and practical.
- f) Buildings
 - i) Insulate walls, ceilings and roofs.
 - ii) Increase light reflectance on walls and ceilings.
 - iii) Use daylight whenever possible in lieu of artificial light.
 - iv) Employ a load management system to interrupt non-essential load when possible.
 - v) Use energy efficient glass or 3M film and shade windows from direct sun.
 - vi) Design the electrical installation to ensure that non-essential loads are grouped on the same circuits to facilitate switch off when necessary.
 - vii) Where possible, orientate the building to maximise energy efficiency.
- g) Cooking and Food Preparation
 - i) Use gas for cooking instead of electric hotplates.
 - ii) Deploy electric microwave rather than conventional electrical cooking wherever possible.
- h) Renewable Energy
 - i) Use renewable forms of energy where possible.