



LAZULI COASTAL ESTATE HOMEOWNERS ASSOCIATION

ESTATE RULES

(AS ADOPTED BY THE DIRECTORS OF THE LAZULI HOMEOWNERS ASSOCIATION [“LHOA”] IN ACCORDANCE WITH THE MEMORANDUM OF INCORPORATION [“MOI”])

In terms of MOI (Section 75) the Board of Directors of the LHOA are empowered to pass Rules for the management, control, administration and use and enjoyment of the Estate and also to repeal, substitute add to or amend any such Rules.

The Rules are essentially designed to regulate the safety, security, and privacy of owners and residents as well as the protection of the environment and quality of lifestyle within the Estate. They operate as a judicious framework to promote fair and sensible interaction between all Home Owners [“HO’s”] and residents and are binding on and apply equally to all.

The Board has the right to impose fines on any HO who transgresses the Rules and any such fines shall be deemed to be a part of the levy due by any such HO. The Board has constituted a Fines Committee to deal with the imposition and review of all fines.

It is the duty of each owner and their tenants to be familiar with the Memorandum of Incorporation of the LHOA as well as the Estate Rules which may change from time to time.

Note: Any contravention of the Rules by any person who gains access to the Estate under the authorization of an Owner/ member or tenant shall be deemed to be a contravention by that Owner/ member or tenant.

1. SECURITY

1.1 Estate Security

- 1.1.1 The security of the Estate is considered to be of paramount importance and Owners and tenants shall at all times comply with whatever security systems and procedures relating to access control or other security aspects, are implemented by the LHOA.
- 1.1.2 It is to be noted that the perimeter security and access control system serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the LHOA nor its Security Contractor nor any of their agents, or employees shall be liable for any loss of life, injury, damage or loss of property suffered by any person on the Estate.
- 1.1.3 Whichever Security Company is contracted to undertake the access control and Estate security is the contracted agent of the LHOA, not of individual Owners or their tenants. No Owner or tenant may issue an instruction to security employees other than directly through the Estate Management.
- 1.1.4 There will be NO tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the LHOA. The Security

Company may also institute independent action separately.

Note: The current Security Company contracted by the LHOA is EnSure Security. If you have any problems or concerns regarding the Security Company please contact robin Streit at the Estate Sales Office – 072 279 7535.

1.2 Alarm Systems & Burglar Bars

Should an Owner wish to install their own alarm system on their property they may do so subject to the following:

- 1.2.1 The alarm must be silent and may only be installed by an approved security contractor who complies with SAIDA and SAIA. DIY systems will not be accepted.
- 1.2.2 While the LHOA has the responsibility of securing the Estate perimeter as well as access to and egress from the Estate, it is the responsibility of each Owner or tenant to secure their individual properties.
- 1.2.3 Only flat bar horizontal burglar bars, (charcoal in colour), are permitted on the Estate and all burglar bars are to be installed within window frames. Burglar gates of same shape and colour may be installed on the inside of doors only. Trelli-doors are permitted.

1.3 Access Control

As an integral part of overall security the LHOA shall be responsible for regulating access to and from the Estate. Access and egress is controlled through access devices namely individual access code and cell phone activation and authorized security signed-off entry. No persons may enter the Estate without having been cleared by security and security may detain any person prior to exit to determine their identity.

- 1.3.1 No access devices shall be given to non-residents of the Estate, except by special application to the LHOA and only in special circumstances such as for a caregiver attending regularly to a resident.
- 1.3.2 The LHOA reserves the right to suspend the operation of an Owner or tenant's access device should the Owner or tenant be in arrears with Estate levies or any other monies owing, including unpaid penalties and fines. Similarly access devices may be suspended at the discretion of the LHOA should the holders conduct – in the opinion of the Estate Security – have jeopardized the integrity of the security system and/or the Estate community.
- 1.3.3 Should any Owner or tenant's access be suspended in any way, then such person will only be allowed access to the Estate through manually signing in at the gate as per any visitors and guests to the Estate.
- 1.3.4 No employees including but not limited to, domestic workers, gardeners, nannies, housekeepers, drivers, agents, au pairs, staff ("Employee") or contractors shall be entitled to receive access devices for the traffic booms at the gates except by special application to the Estate Manager. All such parties requiring on-going access into the Estate must provide their identity document at the Estate Office. On clearance by the Estate Office such parties may be issued with an access rights allowing them daily access to and from the Estate.
- 1.3.5 Should an Employee be discharged from service, the Owner or tenant is obliged to immediately advise the estate Office of such discharge to allow cancellation of any further access to the Estate by such an Employee. This is for the safety and security of all residents of the Estate.

1.4 Visitor Protocol

- 1.4.1 All visitors to the Estate enter at their own risk and will only be allowed entrance once they have fully complied with the Estate entry requirements and procedures.

- 1.4.2 Security has strict instructions not to allow any visitor entry into the Estate without direct confirmation with the Owner or tenant. On arrival of a visitor at the Gate House, security will ask for their My Estate Life MEL visitor/contractor access code and then Security will scan their drivers license and vehicle license disk and record the number of passengers in the vehicle.

1.5 Gate House & Guards

- 1.5.1 The Gate House is strictly out of bounds except for security personnel and other authorized personnel.
- 1.5.2 Abuse of security guards is prohibited and security guards may only in emergency situations open/close the gates/boom for any Owner or tenant without such person using their access remote or card.
- 1.5.3 Tailgating (proceeding through the gate/boom when operated by preceding vehicle) at the gate/boom is strictly prohibited.

2. DESIGN GUIDELINES

- 2.1 All homes in the Estate are to be designed and built by Architects and building contractors accredited to the LAZULI Architectural Review Committee (“LARC”).
- 2.2 All plans must be submitted to the LARC for inspection and approval.
- 2.3 All Owners who build on the Estate, must be interviewed by the Estate Manager prior to the commencement of any building.
- 2.4 The design and construction of all proposed new buildings, extensions, alterations, fences, gardens and any material change to all such, must be approved by LARC prior to any work commencing. In addition, the required approvals from the Local Authority must be obtained for all new buildings, alterations, extensions, structure etc.
- 2.5 All buildings, fences and gardens must strictly adhere to the comprehensive “Design Guidelines, “Town Planning Controls” for the Estate.
- 2.6 The Estate Manager may visit building sites from time to time to ensure compliance with the Estate Rules. The Estate Manager will not supervise or control the quality of any building on any property, as this is the responsibility of the Owner.
- 2.7 No construction or installation may commence prior to Local Authority approvals.
- 2.8 No dwelling may be occupied without:
 - The approval by the LARC of the “as built” plans with the approved plans; and
 - Proof of application to the Local Authority’s for the Occupation or Beneficial Occupation Certificate.

3. USE AND OCCUPATION OF A UNIT

“Unit” means land, stand, house, home, dwelling or outbuilding

3.1 Use of Unit

- 3.1.1 The use of any unit shall be governed by the Kwadukuza Municipal Town Planning Scheme in force at the time, or any other approved scheme applicable to the Estate from time to time.

3.1.2 A unit may be used for residential purposes only i.e. no trading whatsoever will be allowed from any unit, nor will any business operations which necessitate staff/clients visiting the unit or accessing the Estate be allowed. No unit may be registered as a business premise in terms of the Town Planning Scheme.

3.2 Occupation

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

3.3 Attachments to Unit

Nothing may be placed on, or attached to, a unit or any other structure, other than in accordance with the prior written approval from the LHOA. The request for such approval may require a description and/or a drawing/plan. All air-conditioning plants and equipment are to be positioned out of sight from any boundary or screened appropriately.

3.4 Storage of Harmful Substances

No harmful or inflammable substances, or substances which contravene the Estate EIA, may be kept in any unit in the Estate. This rule does not apply to the keeping of substances and in such quantities as may reasonably be required for domestic purposes.

3.5 Fences

Where additional fencing is required (other than that approved on the original plan submissions), the style and position must be strictly in accordance with the guidelines of the Estate and no fencing may be installed until written approval of the LHOA has been obtained.

3.6 Gazebo's

All plans for gazebos must be approved by the LHOA prior to installation.

3.7 Garden / Tool Sheds

No free standing sheds for tools or gardening equipment are permitted.

3.8 Play Houses / Jungle Gyms

Free standing doll's houses, children's play houses or jungle gyms (play center's) placed in gardens require the written permission from the LHOA prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of the Estate, and have no possible detrimental effects on neighbours. It is recommended that consultation with neighbours is conducted prior to any application to the LHOA.

3.9 Drying of Washing

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area as approved by the LHOA. Items of washing must not be visible from the roads and must be reasonably screened from the direct view of neighbours. All washing lines, windy driers and laundry lines are to be positioned so that they are not visible from any boundary. Sites which are "below" road level are to receive special consideration. Screen walls of 2.1 meters are recommended in order to screen laundry yards and lines.

4. MAINTENANCE OF UNIT

4.1 Owners shall at all times maintain the exterior of their houses, gardens, boundary walling or fencing,

in a clean, tidy, neat and befittingly repaired and painted condition to the satisfaction of the LHOA. The maintenance of the exterior of Sectional Title units is the responsibility of the Body Corporate.

- 4.2 The LHOA may from time to time, by written notice, request the Owner or Body Corporate to undertake maintenance to comply with 4.1 above, within a reasonable time period.
- 4.3 In the event that this maintenance is not carried out within the period stipulated, the LHOA will be entitled to carry out the required maintenance and recover the costs from the Owner or body Corporate.
- 4.4 Should any Owner or Body Corporate wish to repaint their premises, they must ensure that the colour selected complies with the Estate guidelines. Prior approval must be obtained from the Estate Manager regarding colour before any painting commences.
- 4.5 All vacant stands shall be kept in a clean and tidy state at all times. Should this not be done the LHOA shall be entitled to carry out the cleaning and recover the costs of such from the Owner.
- 4.6 No seepage, leakage or discharge of any nature, including water (excluding rain water), is to be discharged onto the sidewalk or road surfaces or onto any area outside or adjoining a stand.

5. NEW GARDENS AND UPKEEP OF GARDEN

The general landscaping philosophy on the Estate is one of controlled landscaped areas within designated erfs, and the infusion of natural vegetation (plant and grassland) into the erfs from outside open spaces and in certain instances encroachment up to the structure, in an attempt to create the "blurring" of property boundaries and open spaces in the Estate.

- 5.1 New garden installations must be completed by the Owner or tenant within 3 calendar month of occupation of the unit and an audit of the garden will be conducted by the Estate Management after approximately 9 calendar months (allowing for 6 months of growth) from occupation. Once accepted, the ongoing maintenance of the garden will be the sole responsibility of the Owner or Body Corporate.
- 5.2 A minimum standard of maintenance of all gardens is required by the LHOA. Where, in the opinion of the LHOA the condition of a garden is not up to the required standards of the Estate, written notice will be given to the Owner or Body Corporate to carry out the necessary upkeep within a reasonable time period. Should this upkeep not be carried out then the LHOA shall be entitled to do so and to recover the cost thereof from the Owner or Body Corporate, which cost shall be deemed to be part of the levy due.
- 5.3 The cutting down and removal of any trees and indigenous vegetation in the Estate is prohibited unless by approval of the LHOA. Any Owner or Body Corporate wishing to do so must make application to the Estate Management for permission. Failure to comply with such will result in severe penalties.

6. GENERAL HOUSEKEEPING RULES

6.1 Rubbish Recycling & Garden Refuse

- 6.1.1 The Estate operates a rubbish recycling system. Each Unit in the Estate is supplied 1 x clear plastic bag by KDM for plastic and glass waste respectively. All other waste ("wet" waste) is to be placed in the black garbage bags supplied by the LHOA.
- 6.1.2 All household refuse (Black Bags) will be collected on Monday and Thursday mornings, and Recycle (Clear Plastic) bags on a Wednesday morning by the Estate waste management vehicle. All black bags and recycling bags are to be placed on the verge outside each unit for collection before 7:30 am on these days. Failure to do so will result in no collection of your

bags.

- 6.1.3 Garden refuse is collected every Thursday and all garden refuse is to be placed in the municipal approved bags and left on the verge before 9 am for collection by the Estate Management Team.

6.2 Reception Devices

- 6.2.1 Any reception devices, such as TV antennae, satellite dishes and the like, are to be positioned in an inconspicuous manner and are to be clearly indicated on drawings for approval by the LAZULI Architectural Review Committee.
- 6.2.2 No devices may be installed without approval.

6.3 Outside Lighting

- 6.3.1 In general landscape lighting is recommended and is to be indicated on the landscape proposal for scrutiny by the LAZULI Architectural Review Committee. Plans must indicate extent of surface / areas to be lit.
- 6.3.2 Down lighting is encouraged but floodlights and up-lights should be avoided. Light pollution is prohibited.

6.4 Services

- 6.4.1 All waste and soil pipes are to be concealed within walls or ducts of units and may not be exposed to the exterior.
- 6.4.2 All solar panels are to be fitted flush with the roof of units.

6.5 Swimming Pools

- 6.5.1 At all times swimming pools are to be positioned so as not to be a nuisance to neighbours.
- 6.5.2 All pool filters and services are to be concealed in a chamber, and located at a place where it will be of no nuisance to neighbours.

6.6 Car Ports / Storage of Boats and Trailers

- 6.6.1 Carports are not allowed on the Estate unless approved by the LARC.
- 6.6.2 No caravan, trailer boat, quad bike, golf cart or other like items that is stored on or about any property and is visible from the road or within public view will be allowed. The LHOA shall have the right to instruct the Owner to remove or conceal any such items, failing which the LHOA reserves the right to remove offending vehicles and recover the costs from the Owner.
- 6.6.3 All garden sheds; staff accommodation and refuse bin areas must be linked to the body of the main building through walls.

6.7 Generators

- 6.7.1 There is a generator policy in place and all installations must be in compliance as per the policy.
- 6.7.2 Any installation of a generator, whether purchased or rented and irrespective of output or portability, requires approval from the Estate Manager.
- 6.7.3 All applications for installation will be reviewed against the criteria of location, operating times noise levels and nuisance factor.

6.8 Neighbours / Noise Levels

- 6.8.1 Consideration for neighbours in terms of privacy and noise levels is to be shown at all times. Municipal By-laws state that party noises and loud music are to cease by 22H00 Sunday through to Thursday, and by 12 midnight on Friday and Saturday nights. Owners and tenants must abide by the by-law stipulations and should any neighbour be in contravention of the by-laws kindly report this to security at the Gate House so that the situation can be dealt with accordingly.
- 6.8.2 The sound volume of music, TV's, video/DVD players and/or any other such device shall be maintained at a level so as not to be a nuisance to adjoining or surrounding properties.
- 6.8.3 No loud music may be played in the open/common areas and recreation facilities of the Estate, including roads and parking areas.

7. ROAD USAGE

It is the intention of the LHOA to achieve an environment that is safe for all Owners and tenants. Accordingly all Owners and tenants are required to drive on the Estate with the utmost care at all times. Please take special note that all the Roads within the Estate are classified as Private Public Roads and as such are subject to all the provisions and requirements of the Road Traffic Ordinance. The Estate may not relax any of the requirements of the relevant ordinance and all Owners and tenants and their invited guests are requested to treat all the Estate roads as they would any roads outside the Estate.

7.1 Speed Limit

A speed limit of 25 km/h shall apply on all roads within the Estate. Failure to adhere to the speed limit will result in the imposition of a penalty. There is NO GRACE LIMIT applicable. The penalty applicable for driving in excess of the limit or driving in a manner deemed to be dangerous shall be:

- A warning for first offence;
- R200 fine for the second offence;
- R400 fine for the third offence
- thereafter, any offender will be referred to the Board for appropriate censure.

7.2 Operating Restrictions for Vehicles

- 7.2.1 The LHOA must comply with the SA Road Traffic Ordinance and accordingly only registered and licensed motor vehicles in a roadworthy condition shall be permitted to use the roads within the Estate.
- 7.2.2 No unlicensed vehicle may operate on the Estate except for golf carts that have both front and rear lights fitted.
- 7.2.3 No person shall operate any vehicle (including a golf cart) at any place within the Estate unless they are the holder of a valid driver's licence for such vehicle. Any person found driving a motor vehicle on any road in the Estate without a valid driving licence will be subject to a fine of R200 for the first offence. Any subsequent offence will attract a fine of R2,000.
- 7.2.4 Engine powered vehicles, cars, golf carts and motorcycles may be operated only on roads in the Estate. Common areas such as sidewalks, open lawn areas and paths are strictly "out of bounds" to vehicles.
- 7.2.5 Motorcycles, quad bikes, scooters, quad bikes and like – where such vehicles are driven on the Estate by children under the age of 18 years, the parent/guardian of the driver shall assume full responsibility for any and all claims, penalties or actions arising from the use of such

vehicles on the Estate. Appropriate protective safety helmet must be worn at all times on the Estate.

- 7.2.6 Bicycles, Stand up scooters, Skateboards, Roller Blades and like - While no one wishes to turn the Estate into a “non-playing area”, in the interest of safety, parents are obliged to instruct their children riding any such vehicles to stop and move off the road when any vehicle approaches.

7.3 Condition of Drivers

The operating or driving of any vehicle in the Estate whilst under the influence of alcohol or drugs is strictly prohibited. The LHOA reserves the right to stop any person suspected of being under the influence of alcohol or drugs whilst driving a vehicle in the Estate, and to prevent such person from driving whilst in that condition. Should a driver question such prevention, they will be invited to undergo a breathalyzer or blood test to clarify the suspension (this may involve calling upon the traffic authorities).

7.4 Removal vehicles

No double articulated trucks and trucks longer than 10m in length are permitted to enter the Estate. Persons moving household furniture should be aware of this when arranging their removal, and should liaise with Security when a problem is foreseen.

7.5 Parking

- 7.5.1 Parking in designated parking areas and cul-de-sacs is for temporary parking of residents and their guests. No vehicles may be parked for an extended period in these areas, except with the express permission of the LHOA.
- 7.5.2 The LHOA is under no obligation to provide parking facilities for residents. Should residents possess vehicles that they are unable to park off the street in their own unit, they are then required to make alternative arrangements for storage off the Estate.
- 7.5.3 Residents should ensure that their vehicles and those of their guests are parked neatly off the street in their driveways. Where parking has to encroach onto the road, it should be done in such a way so as not to cause an obstruction or nuisance to neighbours. Sidewalks are the property of the LHOA and special approval can be obtained from the LHOA to utilize these areas.

7.5.4. Car Ports / Storage of Boats, Jet Skis and Trailers

Carports are not allowed on the Estate unless approved by the Lazuli Architectural Review Committee (LARC).

No caravan, trailer, boat, jet ski, quad bike, motorbike, golf cart or other like items that is stored on or about any property and is visible from the road or within public view will be allowed. The Lazuli Coastal Estate HOA (LHOA) directors shall have the right to instruct the owner/resident to remove or conceal any such items, failing which the LHOA reserves the right to wheel clamp or remove offending vehicles and recover the costs from the owner/resident.

7.6 Dams and Picnic Spots

- 7.6.1 Dams and ponds that are part of the Estate have certain areas of common property around them that are accessible to residents. Residents are required to exercise respect and not intrude on the privacy of residents whose properties front onto these dams/ponds/.
- 7.6.2 No watersports or such activities, (in particular boating or swimming) are permitted on or in the vicinity of the dams with the exception of fishing.
- 7.6.3 Fishing is allowed in the dams. The following rules apply to fishing:
- A maximum of 2 rods per person/household (including guests);
 - Guests may only fish with an Owner or tenant;
 - Only 1 hook per rod of suitable size is allowed;
 - No nets are permitted;
 - Fishing is strictly on a catch and release basis and fish must be returned to the water as soon as possible after being caught;
 - Fish may not be transferred to any other dam on the Estate;
 - People fishing must at all time be aware of and respect the birds and waterfowl.
 - Fishing line may not be discarded at the dam / surrounding area;
 - Any children under the age of 12 and fishing are to be supervised at all times. All parents have a duty to ensure that junior anglers are informed about the rules and fish in a responsible manner.
- 7.6.4 Picknicking is only permitted on common property that has been specifically zoned by the LHOA for such use. The common property around the Weaver's Nest Dam and below the Tennis Court are currently the only areas zoned for picknicking on the Estate. No picknicking is allowed at the Forest Lane dam.

7.7 General

- Camping – Camping is not permitted anywhere within the Estate
- Firearms - Discharging of any firearm, air-gun or other lethal weapon is strictly prohibited, save in self-defence, or where authorized in special circumstances by the Estate Manager.
- Fireworks - Fireworks of any form are strictly prohibited at ALL times, including the celebration of religious festivals. A penalty according to the schedule of penalties as updated from time to time, will apply.
- Pamphlets and Notices - It is expressly forbidden to stick pamphlets and personal notices at the entrance gates, or anywhere else on the Estates common Property, except for the Notice Boards located at the Clubhouse and then only with prior permission from the LHOA. No pamphlet(s) may be distributed within the Estate without prior permission from the LHOA. No door-to-door sales, canvassing or fund raising may be conducted within the Estate without prior permission from the LHOA.
- Vandalism - The LHOA has a zero tolerance approach to vandalism (damage) of Estate property. The following action will be taken against the perpetrators of any such acts:
 - Any damage to Estate property will attract a penalty of R 1000.00.
 - The SAPS will be called and a case of damage to property will be opened.
 - All damages will be restored at the perpetrator or his/her parent's expense.
 - The perpetrators will be named and shamed in the Estate news letter.
 - Should damage be caused to the property of an Owner within the Estate the LHOA will provide the Owner with all the information at its disposal with regards to such damage and any legal action will then be at the discretion of the Owner.
- Noise - No unreasonable noise shall be created before 07:00 Mondays to Fridays and before 08:00 Saturdays and Sundays. No noise shall be created after 22:00 Sundays to Thursdays and after 24:00 Fridays and Saturdays.

- The sound volume of music, TV's, Video/DVD players and/or other instrument or device shall be maintained at a level so as not to be a nuisance to adjoining or surrounding property Owners or tenants.
- No loud music may be played on any of the COMMON AREAS of the Estate, including all the Roads as well as any Parking Areas.

8. PETS AND PET POLICY

ALL PETS ARE TO BE REGISTERED WITH THE HOA. ONLY HOMEOWNERS MAY KEEP A PET. TENANTS WISHING TO KEEP A PET ON THE PREMISES MUST OBTAIN THE WRITTEN APPROVAL FROM THEIR HOMEOWNER.

TENANTS ARE OBLIGED TO LODGE SUCH LETTER AND REGISTER THEIR PET AT THE HOA OFFICE ON OCCUPATION. TENANTS MUST ALSO SIGN A DECLARATION CONFIRMING THEIR ACCEPTANCE OF THE PET POLICY AND THEIR UNDERTAKING TO ABIDE THERETO.

- 8.1 Kwadukuza Municipal bye-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc).
- 8.2 Prior to bringing a pet onto the Estate, and when a pet is replaced, written permission must first be obtained from the Homeowners Association. This permission will not be unreasonably withheld provided compliance with the following rules are observed:
 - 8.2.1 No more than 1 medium sized dog with an adult dog weight not exceeding 30kg or two smaller dogs with a combined adult dog weight not exceeding 30kg will be permitted per household.
 - 8.2.2 Each dog must at all times wear a collar. All dog collars are to have a name tag indicating the owners name and contact details.
 - 8.2.3 Owners and tenants are to supply the HOA with the dogs' rabies inoculation certificates when registering their dogs. These certificates must be updated and lodged with the HOA on an annual basis.
 - 8.2.4 Caged birds will be allowed subject to not more than 2 birds per cage and a maximum of 2 cages per household. Aviaries are not permitted.
 - 8.2.5 Pigeons, poultry, peacocks, wild animals, livestock, snakes, reptiles and the like are not allowed to be kept on the Estate.
 - 8.2.6 A Dog must be kept in an adequate contained area within the resident's property and when outside of the resident's property dogs must at all times be on a leash under the control of a responsible and capable person.
 - 8.2.7 Fouling by dogs on common areas, verges, green belt areas or other properties must be picked up immediately by the responsible dog owner, for this purpose dog owners are required to carry plastic bags. Any homeowner seen to be disregarding this policy will incur a fine of R200.00 for each such occurrence.

- 8.3 A Pet is not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking etc. and no pet may be left alone in a unit or home for an extended period.
- 8.4 Pets may not be left unattended overnight.
- 8.5 The Owner of a dog found to have been responsible for injuring or threatening any humans, other pets or wildlife on the Estate will be held accountable for any costs or claims arising from any incident and will be obliged to immediately remove such dog from the Estate.
- 8.6 The HOA reserves the right to ban any breed of dog.
- 8.7 Once a homeowner has been notified that their pet is a source of nuisance/disturbance/annoyance, the situation must be corrected immediately. Any further incidents related to this will result in a fine of R200.00 with an escalation of R200.00 per reported incident for up to two incidents, thereafter the offending pet has to be removed from the Estate.
- 8.8 Any dog found out of its' owner's property and not on a leash and without a collar and name tag, will be taken to security, and may be taken to the SPCA if the owner is not identified. A fine of R200 will be payable by the owner including any SPCA costs. Any subsequent offences will attract fines in R200.00 increments.
- 8.9 NO CATS ARE ALLOWED TO BE KEPT AS PETS ON THE ESTATE.**

9. LETTING OF HOMES

- 9.1 Any Owner who lets out his unit must notify the Estate Office of the names and contact numbers of the letting agent and full details of the tenants, as well as the term of the lease.
- 9.2 Only Letting agents accredited with the LHOA may be utilized by Owners and such agents will be responsible for assisting tenants with any problems they may have in their units.
- 9.3 The Lettering Rules will apply to all homeowners wishing to let their house.

10. OWNERS RESPONSIBILITY

- 10.1 The Owner of each property is responsible for ensuring compliance with the Estate Rules by his or her family, tenants, visitors, invitees, employees, contractors, sub-contractors, delivery persons and the like.
- 10.2 The Owner shall be responsible for payment of any penalties levied against such persons by the LHOA, and shall be prevented from denying responsibility for any non-compliance of the Estate Rules by them.

11. LIMITATIONS OF LHOA LIABILITY

- 11.1 The LHOA, its Directors, Employees, Servants or Agents shall not be responsible to the Owner or to any family member, tenant, employee, servant, agent, customer, visitor or invitee of the Owner or any other person claiming through the Owner for any accident, injury (including death), damage or loss

caused by or through or while using any of the roads or common property in the Estate and the facilities on or under the control of the LHOA including but not limited to the Lakes and Dams, the Estate swimming pool facility, the tennis courts, the gym and playground, whether or not arising from or accountable to negligence, or however else occasioned, or arising from any defect in the aforesaid roads, common property or facilities, or as a result of any act whatever or neglect on the part of the LHOA or its Servants, Directors, its Employees, or Agents, or by reason of any repair to be effected by the LHOA not being effected timeously or at all.

- 11.2 The Owner acknowledges that the roads, common property and facilities envisaged in this clause will be used at his sole risk and indemnifies the LHOA and its Directors, Employees, Officers and Agents against any claim in respect of any of the a foregoing.

12. AMENDMENTS TO THE RULES

- 12.1 In terms of Section 75 of the Memorandum of Incorporation, the Directors are entitled at any time to amend, add to, or delete items from the Estate Rules in whatever manner they may deem necessary in order to protect the interests of the LHOA.
- 12.2 The Directors may amend the Estate Rules without incurring any liability to any person, and any amendment shall become binding upon all Owners and their tenants once the relevant Rule has been updated on the official LAZULI Estate Website.
- 12.3 The LHOA shall communicate any changes to the Rules to Owners by email or mail as soon as is reasonably possible.

13. REQUESTS AND COMPLAINTS

In order to offer Owners an efficient and effective method to handle requests for action within the Estate, as well as to deal with any complaints, the LHOA requires the following procedure to be adhered to:

13.1 Requests

- 13.1.1 Any request by an Owner must be in writing, completed, with as much detail as possible, and delivered to the Estate Office, for the attention of the Estate Manager. This may be per email, fax, or hand delivered.
- 13.1.2 The request will be logged in the appropriate register at the Estate Office and assigned a reference number.
- 13.1.3 The LHOA is committed to acknowledging receipt of the request within 3 working days of receipt.
- 13.1.4 The LHOA further commits itself to respond to the matter and to provide the lodgee with feedback within 7 working days of receipt or such extended period as may be required in appropriate circumstances.
- 13.1.5 Owners are assured of the LHOA's commitment to administer the Estate as efficiently as possible, and that ALL requests raised will be considered and where possible, handled to the satisfaction of the Owner.
- 13.1.6 Information regarding the requested action, the notes and details of action taken, will be kept on file in the Estate Office for reference purposes.

13.2 Complaints (General/Pets)

- 13.2.1 All complaints must be in writing and submitted by hand or email marked for the attention of the Estate Manager.
- 13.2.2 Complaints received will be recorded in the appropriate register where after they will be referred to the Estate Manager for the appropriate investigation and action.
- 13.2.3 The LHOA commits itself to acknowledging receipt of any written complaint within 3 working days of receipt thereof.
- 13.2.4 Complaints will only be dealt with if residents furnish their names, addresses and telephone numbers on the written complaint.
- 13.2.5 The LHOA is committed to responding to the complaint within 7 working days of receipt or such extended period as may be required in appropriate circumstances.
- 13.2.6 The LHOA will address a formal letter to the resident against whom a complaint has been lodged, advising them that an official complaint has been received and attaching a copy of the complaint received. Such letter will invite the resident to submit written comment to the Estate Manager for consideration within 3 working days of receipt of the letter.
- 13.2.7 The LHOA will then consider the complaint and any written representations and make a ruling with regards to further action to be taken which may include dismissal of the complaint; the issuing of a warning; the imposition of a penalty or such further instructions which in the opinion of the committee it considers appropriate.
- 13.2.8 Such ruling will then be communicated to the resident in writing with a copy to the complainant.
- 13.2.9 Information regarding the complaint, action taken and notes describing the manner in which the matter was resolved will be kept on file in the Estate Office.
- 13.2.10 The LHOA is not prevented from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint.
- 13.2.11 If the resident is dissatisfied with the ruling, they may lodge an objection with the Disciplinary Committee. Such objection must be in writing and lodged within 3 working days of receipt of the ruling.
- 13.2.12 The Disciplinary Committee shall comprise at least 1 member of the Board of the LHOA and 1 other member appointed by the Board.
- 13.2.13 The Disciplinary Committee shall consider the objection or appeal lodged within 7 working days of receipt of such notification, together with details of any mitigating circumstances.
- 13.2.14 The ruling passed by the Disciplinary Committee shall be communicated to the resident in writing. Such decision shall then be final and binding on the resident and no further correspondence will be entered into.

14. PENALTIES

- 14.1 The LHOA is entitled (in terms of Section 75 of the Memorandum of Incorporation) to impose a financial penalty on an Owner or tenant for non-compliance with, or breach of, any of the Estate Rules, including breaches by guests or invitees.
- 14.2 The amount of the penalty shall be at the discretion of the LHOA, but subject to the maximum per the current Schedule of Penalties approved at the most recent AGM. Exceptions to this may be permissible for contraventions not covered by the existing schedule.
- 14.3 The recipient of the penalty shall be entitled to receive written notification of the offence and the amount of the penalty.
- 14.4 The recipient is entitled to lodge a written objection to or an appeal against the penalty with details of any mitigating circumstances. Such objection shall be received at the Estate Management Offices within 3 working days of receipt of notice of the penalty. If no such objection or appeal is lodged, within the aforesaid 3 days, then the penalty becomes final and binding on the recipient.
- 14.5 In terms of the MOI, the Disciplinary Committee shall be required to consider the objection or appeal

and give a decision as to whether or not the penalty stands or should be amended. Such decision shall then be final and binding on the recipient.

14.6 The penalty shall be payable within 21 working days of the appeal decision or the initial notification in the absence of any appeal. Any penalty imposed on an Owner or tenant, shall constitute a debt due and payable to LHOA by the Owner or tenant.

15. GENERAL INFORMATION

The LHOA is administered via a Board of Directors elected annually at the AGM. The Estate is managed by LAZULI COASTAL LIFESTYLE ESTATE (Pty) Ltd, through the Estate Offices whose responsibility is the day to day running of the Estate and in particular the following activities:

- Maintenance of the verges and public open spaces on the Estate.
- Replacement of light bulbs in street lights.
- Maintenance of the fenceline
- Maintenance of the Community Facilities.