



**ZIMBALI**  
— ESTATE —

# **RULES OF THE ESTATE**

**2024**

**ZIMBALI ESTATE MANAGEMENT ASSOCIATION**

## **RULES OF THE ESTATE**

The rules that govern estate living are often a clear indication of how seriously an estate takes its environmental, security and quality- of- life standpoints. Accordingly, a regulatory policy has been devised which encompasses all aspects of the upkeep and maintenance of the estate as well as a code of practice that encourages members to live together with regards "good neighbourliness and consideration for others".

In terms of Clause 27 of the Zimbali Estate Memorandum of Incorporation, the Board shall, have the power to make Conduct Rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Estate, for the purpose of giving proper effect to the provisions of this Memorandum and for any other purpose which powers shall include the right to impose reasonable penalties upon those Members who fail to comply with the provisions of this Memorandum or the Conduct Rules.

In the event of differences or annoyances, the parties involved should attempt, as far as possible, to settle the matter between them exercising respect, tolerance and consideration. If members, contractors or service providers fail to comply with the rules, the Board has the right to impose financial penalties. Fines, where imposed on owners, shall be deemed to be part of the levy due by the owner. Further, the Board may enforce the provisions of any rule by application to the courts.

The Rules as promulgated by ZEMA and the Board of ZEMA are outlined in this chapter. Additional rules apply to Contractors, Subcontractors and Service Providers. These are available from the General Manager.

# **1 PROMULGATION OF RULES**

## **1.1 Definition**

As from the date of promulgation of these rules and any amendments hereto, they shall apply forthwith and all Members and other persons residing in the Estate shall be required to abide thereby.

For the purposes of these rules, the terms "Owner" or "Member" may be used interchangeably, and all obligations imposed upon any Member shall also be binding upon all persons, including but not limited to all co-owners, family members, tenants, purchasers, corporate owners, trustees, employees, sub-contractors, agents, guests and invitees.

## **1.2 Conflict of Existing Practice with New Rules**

Any existing practice in conflict with the New Rules shall forthwith cease unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing, and an owner legitimately feels aggrieved thereby, the Board of ZEMA may be approached requesting (or the Board in its own right may decide) that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

## **1.3 Contravention of Estate Rules by "Others"**

Any contravention of the Estate Rules by any person who gains access to the Estate under the authorisation of a Member shall be deemed to be a contravention by the Member.

Contravention of the Estate Rules by Contractors, Sub-Contractors or any Service Provider will also make them liable to fines and may jeopardise that company's/ individual's continuance of business activities on the Estate.

## **1.4 Policies incorporated into the Rules.**

All Members acknowledge and agree that the ZEMA Board may adopt and implement policies, from time to time, and that such policies will be applicable to all Members.

Specifically, in the event that the ZEMA Board adopts and implements a disclosure policy, any requests for access to information must be made in accordance with such policy.

## **2 SECURITY**

### **2.1 General Security Procedures**

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.

### **2.2 Reporting to Security**

Security is a shared responsibility. Members must report any suspicious or unlawful occurrence to the CEO, the Security Office or Control room immediately it is observed.

### **2.3 Access**

Members shall be responsible for the safe-keeping and proper use of all individual remote/access card/discs issued to them and shall not permit the use thereof by any persons other than those persons to whom they are issued by ZEMA. Access to the residential areas of the Estate is limited to owners, tenants, their authorised visitors, registered domestic workers and to other authorised persons who have been cleared through the security office and ZEMA upon the issue of a valid VMS code issued to them. Access to the Estate does not entitle any person to gain access to or be found upon any Member's private property within the Estate save with the relevant Member's consent and the Board of Directors may impose fines or penalties on Members in respect of contraventions of this rule in addition to any criminal or civil sanction imposed by any competent authority.

Non-resident Hotel Members' and Zimbali Country Club visitors can only access the Estate through the main North Gate or South Gate entrances and they have no right of access through the internal residential estate booms. (It should be noted that all exit/entry movements are recorded on the security computer system and are identifiable to each individual.)

The number of access cards and the number of persons in respect of whom VMS authority may be permitted per Member may be limited by the Board of Directors from time to time in the interests of Estate security.

The misuse or abuse of VMS codes by any member on the estate is deemed as a major security breach and may incur resultant penalties as outlined in the Estates penalty schedule.

Additional Access Rules have been approved by the Board of Directors in terms of the powers afforded to them in terms of the Articles of Association/MOI and are available upon request from the ZEMA offices. The Board also has the power to amend the aforesaid Access Rules from time to time as circumstances dictate.

On termination of any lease all rights of access to the Estate shall likewise terminate.

### **2.3.1 Transporting of Registered or Unregistered Domestic and Employees**

All registered/ unregistered domestics or employees of members must enter and exit the Estate via the turnstiles at West Gate at the beginning and at the end of their shift.

### **2.3.2 Motor Vehicles Without License Plates (Members and Non-members)**

Motor Vehicles without license plates (Members and non-Members): Vehicles with no number plates are not allowed on the roads of Zimbali Estate. Members are requested to visit the Welcome Centre to register for a ZEMA allocated plate. In the case of guests and visitors, a temporary plate will be allocated to the vehicle by security at the gate, which must be displayed at all times.

## **2.4 Visitors**

**2.4.1** All Members shall be responsible for the actions and behaviour as well as the compliance with all rules and security procedures of all persons who gain access to the Estate under their authorisation.

Only Members and Members' duly approved additional applicants who, upon written application, have applied for and been granted Visitor Management System (VMS) rights by ZEMA will be permitted to request authorisation for any visitor or invitees' access to Zimbali Coastal Resort. This shall also apply to the Zimbali Country Club, all Hotel Members and any persons owning or occupying any unit within any non-residential portions of the Estate.

The Zimbali Country Club and Hotel Members shall apply for and obtain VMS rights for their duly appointed staff members who shall issue VMS codes to all persons requiring entrance to the Estate whether to gain access to the Zimbali Country Club, the Zimbali Lodge, the Fairmont Hotel, the Fairmont Heritage Place or the Zimbali Suites as the case may be. After gaining initial entry upon the issue of a valid VMS code the Hotel Members shall be entitled to issue access cards to their lawful guests and invitees to permit them to gain access and egress through the North Gate or South Gate entrances for the duration that they are on the Estate. Members (other than Hotel Members) are to complete a Member's Authorisation to Activate Guest Access Form in the event that any visitors or invitees will be staying on the Estate overnight or for any extended period.

Short-term tenants may arrange to have access granted to visitors or invitees by the relevant letting Members or their duly authorised agents who shall in their sole discretion issue short term tenants with the necessary, valid VMS codes. Short term tenants shall not be entitled to request ZEMA or any of their security officials or Welcome Centre staff to provide access for any

visitors or invitees of any short-term tenants. All such VMS codes issued by letting Members to short-term tenants shall not be valid beyond midnight on the date of issue thereof and may be used to enter/exit the Estate once only. No visitors or invitees of any short-term tenants shall be entitled to remain on the Estate overnight and when exiting the Estate may not do so on foot but must be driven to the Estate gates so that they may exit the Estate.

#### **2.4.2 Rules Applicable to "Guest of Member" / Guest Access Cards**

In the interests of security of the Estate and preservation of the amenities enjoyed by Residents of the Estate, the following additional rules, which shall not be applicable to the Hotel Members, shall apply to the issue of Residents' Guest Access Cards:

**2.4.2.1** Guest Access Cards are issued upon application in writing to ZEMA by Members or Long-Term Tenants (both referred to as "Residents" under this section) and shall be strictly for the use by their bona fide guests who are staying with the Residents at their property for one or more nights, for a limited period of time. A Guest Access Card may strictly NOT be utilised for any other purpose such as for short-term/holiday rental guests, day visitors, or for any other persons who are not overnight guests of the Resident.

**2.4.2.2** A maximum of 2 (two) Guest Access Cards will be issued per Resident's household.

**2.4.2.3** Strictly only a person who is a licensed driver may be issued with a Guest Access Card.

**2.4.2.4** Guest Access Cards have a unique number that is registered against the relevant guest's ID number, as provided by the authorising applicant Resident on the "Resident's Authorisation to Activate Guest Card/s" form. Use of a Guest Access Card by a third party who is not the guest authorised to use such card is a contravention of the ZEMA's Estate Rules and ZEMA shall at its sole discretion be entitled to cancel or restrict the activation or re-activation of the Guest Access Card and/or issue a fine for "Misuse of Access Device" to the relevant Member or Long-Term Tenant, without prejudice to any other remedies available to ZEMA.

**2.4.2.5** Activation of a Guest Access Card will be for a maximum of 1 (one) month. A Guest Access Card may then be re-activated for a

further 1 (one) month duration, strictly subject to the Member or Long-Term Tenant providing ZEMA with a request in writing with at least 48-hours' notice before expiry, and only then will it be activated.

**2.4.2.6** A Guest Access Card will provide a guest with Estate ingress/egress through perimeter gates and such internal boom-gates to which the Member or Long-Term Tenant has access.

**2.4.2.7** Guest Access Card applications will not be processed unless all information requested by ZEMA is duly supplied to ZEMA's satisfaction. ZEMA shall be entitled to charge fees to be determined by the Directors from time to time in respect of the issue and replacement of Guest Access Cards, as well as to impose such fines or penalties as may be determined by the Directors from time to time in respect of the misuse of such Guest Access Cards.

## **2.5 Registration of Domestic Workers**

All permanent domestic workers, general assistants, cleaners, gardeners etc. must be registered with Security via the ZEMA office. Casual workers shall be treated in the same manner as building contractors' staff and must be escorted by the owner and recorded 'in and out' at the Contractors' Gate each day. Owners shall be responsible to ensure that their workers comply with all security requirements as well as the rules of the Estate.

### **2.5.1 Unregistered domestics or Employees residing with a resident.**

Members are to ensure domestics or employees residing on the estate are registered on ZEMA's access control system.

## **2.6 Security Gates and Booms**

Every Member shall stop at all security control gates/booms and then proceed by operating his/her remote/disc. Should a Member not be in possession of his/her remote/disc or should the remote system not be operating, then the Member may only proceed with the aid of the guard on duty. Abuse of security personnel (who have a very specific and responsible job to do) is strictly prohibited. Tailgating (i.e. proceeding through the gates or booms when operated by the car in front of you) is strictly prohibited as it negates the recording system and compromises security.

## **2.7 Control of Vehicles and Use of Roads**

The roads within the perimeter fence of the Estate are PRIVATE ROADS. The roads are for the use of all, whether on foot, cycles, golf carts, cars or any other motorised vehicle. This places extra responsibility and awareness on all who use these roads. All adults and especially parents are requested to educate and control their younger family members regarding the importance of adhering to the Estate Rules.

## **2.8 Speed Limit**

No person shall operate any vehicle on any road within the Estate at a speed in excess of 25 (twenty-five) kms/hr save as hereinafter provided. All vehicles are subject to periodic speed monitoring by the Estate's Security company.

The Association may, if it considers it necessary or desirable to do so, impose a speed limit different than that referred to above upon such roads or portions of roads as it may deem fit, either temporarily or permanently.

## **2.9 Operating Restrictions**

**2.9.1** Subject to rule 2.9.13 below, no person shall operate any vehicle or any golf cart upon any place within the Estate unless he/she is the holder of a valid driver's licence issued under the provisions of the National Road Traffic Act No. 29 of 1989 and no vehicle shall be driven on the Estate unless it is roadworthy, not overloaded and clearly displays valid licence or temporary licence plates and licence discs issued under the provisions of the National Road Traffic Act No, 29 of 1989 and failing same clearly displays a temporary permit approved by ZEMA which shall be obtained at the Welcome Centre against payment of such fee as may be determined by the Board of Directors from time to time.

**2.9.2** No person shall operate any vehicle upon any place within the Estate other than a road or driveway. Golf carts may however be driven on roads, driveways as well as designated golf cart paths on the golf course.

**2.9.3** No person shall operate any kind of vehicle including golf carts on the Estate whilst under the influence of alcohol or drugs, which may impede their ability to control the vehicle or golf cart.

**2.9.4** Operating any vehicle including golf carts in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited. Sounding of hooters/horns is strictly prohibited.



- 2.9.5** All vehicles shall keep to the left-hand side of the road.
- 2.9.6** Pedestrians, animals and golf carts shall have the right of way at all places and at all times within the Estate.
- 2.9.7** ZEMA will, by means of appropriate signage, give such directions as to the use of the roads and the failure by any person to obey the same shall constitute a contravention of these rules.
- 2.9.8** Vehicles entering the Estate will be limited to a maximum weight of 7000kg (Gross Vehicle Mass "GVM") on the East of the Estate and 10,000kg (GVM) on the South and West of the Estate. Written permission is required from ZEMA, in the event that a vehicle, in excess of these parameters, is required on the Estate.
- 2.9.9** No person shall park or leave unattended any vehicle including golf carts within the Estate other than at a place properly set aside for such purpose.
- 2.9.10** No caravans, boats or trucks shall be brought onto or stored on the Estate without proper written permission of ZEMA and subject to such conditions as maybe laid down by ZEMA from time to time.
- 2.9.11** No helicopter or other means of aerial conveyance may be landed at any place within the Estate. In the event of an emergency requiring air transport, the emergency medical assistance provider will require permission from ZEMA to land their helicopter at a designated helipad site.
- 2.9.12** No repairs to or dismantling of any vehicle or golf cart may be carried out on the Estate except in cases of total breakdown and then only for the purpose of getting the vehicle or golf cart mobile for removal. Oil and grease or other motor fluids must not be allowed to soil any portion of the Commons Areas (including the golf course) and should this occur the owner of the vehicle or golf cart shall be responsible for payment of a clean-up fee to ZEMA to enable ZEMA to expeditiously clean and remove all traces.
- 2.9.13 Additional Golf Cart Rules**

**2.9.13.1** Save for the Zimbali Country Club petrol-operated golf cart only battery-operated numbered and registered golf carts are permitted on the Estate unless prior written permission for 'alternatively powered' carts has been obtained from the ZEMA. The use of motorcycles, dune buggies or similar vehicles with noisy exhausts, save for entering or exiting the Estate, is prohibited.

**2.9.13.2** Unlicensed ZEMA staff members and ZEMA approved and unlicensed Zimbali Country Club staff members may operate golf carts and or motorized machinery, within the Estate provided they hold a valid operator certificate issued by the Zimbali Country Club as the case may be approved by ZEMA

**2.9.13.3** All golf carts shall be registered with ZEMA either on a permanent or a temporary basis and against such fees as may be determined by the Board of Directors from time to time and such permanent or temporary permits shall be clearly displayed at all times.

**2.9.13.4** Unlicensed persons 14 (fourteen) years and older (Unlicensed Players) may be authorised by the Zimbali Country Club to use a golf cart whilst engaged in a genuine round of golf be it 9 (nine) or 18 (eighteen) holes under the following strict conditions:

**(a)** only Zimbali Country Club owned golf carts (ZCC carts) may be used by Unlicensed Players;

**(b)** the ZCC carts used will be governed to a maximum speed limit of 20 km/h throughout use save that in specific areas such as road crossings and steep slopes the speed will be reduced to as low as 3 km/h for safety reasons;

**(c)** the ZCC carts will be programmed to operate within a specific geofence following the circumference of the golf course. Estate roads which do not need to be used to complete a round of golf will be blocked as no access zones using the ZCC cart GPS monitoring system;

**(d)** Unlicensed Players operating ZCC carts who venture beyond the golf course geofence will cause the ZCC cart to become disabled and will require the assistance of a Zimbali Country Club staff member to proceed further, without prejudice to the right of ZEMA or the Zimbali Country Club to impose penalties for non-compliance;

**(e)** in the case of a minor Unlicensed Player a suitable indemnity must be furnished by the parent or guardian of the minor;

**(f)** the Unlicensed Player will be required to undergo a competency test conducted by the Zimbali Country Club and the ZCC cart suppliers and shall only be entitled to operate ZCC carts upon the issue of a competency certificate issued by the Zimbali Country Club; and

**(g)** such further conditions as may be imposed by the Zimbali Country Club and/or the ZEMA Board from time to time governing golf cart use by Unlicensed Players.

## **2.10 Fauna and Flora**

**2.10.1** No person shall anywhere in the Estate harm, destroy or permit to be disturbed any wild animal, insect, reptile, bird or fish/aquatic life.

**2.10.2** No person shall anywhere in the Estate disturb, destroy, remove or collect any tree or plant material whether living or dead, save with the written consent of or on the instructions of ZEMA. This section shall not apply in respect to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes, save for protected trees.

## **2.11 General Open Space Rules**

**2.11.1** No person shall light any fire upon the Estate other than at a place designated for such purpose and that where such fire is to be lit outdoors, due regard shall be had to prevailing weather conditions.

**2.11.2** No person shall camp upon any place in the Estate without written permission.

**2.11.3** No person shall discard any litter or any item of such nature whatsoever at any place upon the Estate except in such receptacles as may be provided.

**2.11.4** No person shall use any open space within the Estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to create a nuisance to any other person or to the detriment of the environment and conservation principles within the Zimbali Conservation Management Plan.

**2.11.5** No person shall use or conduct himself upon any open space within the Estate in such a manner as may in the opinion of ZEMA be detrimental to the amenity of such space.

**2.11.6** ZEMA shall be entitled to prohibit access to any open space within the Estate should it be deemed desirable to do so for the purposes of preserving the environment.

**2.11.7** All trails and paths within the Estate are for the use of pedestrians only except where ZEMA has designated otherwise (e.g. horse trails).

**2.11.8** Where ZEMA has entered into an agreement with any Member granting him the exclusive use and occupation of that area, no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation.

**2.11.9** No person shall discharge any firearm, air-gun or other lethal weapon anywhere on the Estate save in self-defence.

## **2.12 Lakes, Dams, Ponds, Wetlands and Streams**

**2.12.1** No person shall launch upon any lake, dam, pond, wetland or stream in the Estate any craft of any description (powered or otherwise) save where such craft may be required in connection with any work to be carried out on the instructions or in connection with the affairs of ZEMA provided that the craft has been approved by ZEMA.

**2.12.2** No person shall enter or swim in any lake, dam, pond or stream in the Estate.

**2.12.3** No person shall take any fish, live bait or crustaceans from any dam, pond or stream in the Estate. Fishing within the Estate is prohibited.

**2.12.4** No person shall litter, pollute or permit the pollution of any lake, dam, pond, stream or wetland in the Estate.

## **2.13 Domestic Refuse**

**2.13.1** The removal of domestic and other refuse shall be under the control of ZEMA which may, in exercising their functions in this regard from time to time, notify in writing to all persons concerned:

**(a)** The colour, type and size of refuse containers to be obtained. Such containers are mandatory.

**(b)** Require the payment of a reasonable charge for the provision of such containers.

**(c)** Give directions in regard to the placing of such refuse for collection.

**2.13.2** It shall be the duty of every owner or occupier of a unit to ensure that such directions given by ZEMA are fully observed and implemented.

**2.13.3** No person shall keep any refuse within or outside his unit except in the mandatory containers aforesaid.

**2.13.4** Containers shall not be kept in any place outside any unit except such places as may be specifically set aside therefore or as may be approved by ZEMA from time to time.

**2.13.5** Where, in the opinion of ZEMA, any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by ZEMA, ZEMA may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.

**2.13.6** Domestic refuse is collected twice weekly by the approved Waste Management company.

## **2.14 Animals, Birds and Reptiles**

**2.14.1** ZEMA does not permit the presence on the Estate of any dog, cat or other pet/animal/bird/reptile whatsoever, other than laid down in these rules. This includes inter alia pigeons, ducks, poultry, rabbits, peacocks, wild animals, livestock, snakes, reptiles or any similar animal/bird/reptile. This rule applies to residents and visitors.

**2.14.2** Caged birds will be allowed subject to no more than two birds per cage, to a maximum of two portable cages. Aviaries are not permitted. Prior permission for the keeping of caged birds must be obtained by the owner in writing from ZEMA's offices. Owners should ensure that caged bird noise should be contained within reasonable levels so as not to create a nuisance to fellow residents. Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from ZEMA.

## **2.15 General Estate Rules**

**2.15.1** Respect and general consideration by all members for all other members and users of the Estate shall be exercised at all times.

**2.15.2** No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such other amenity area designated for such purpose.

**2.15.3** No person shall keep anywhere in the Estate any inflammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for normal domestic use.

**2.15.4** No private, religious or commercial advertising notices/signs may be displayed/distributed on the Estate other than the 'House Signs' approved by the Association. (This rule does not apply to the regulation notice board required by the Project Guidelines for the erection of new buildings.)

**2.15.5** Music and all other noise must at all times be unobtrusive and contained within reasonable levels so as not to create a disturbance or nuisance to fellow residents. The provisions of the ZEMA Noise Policy/Regulations are to be read as if specifically incorporated herein and shall be complied with by all persons in the Estate subject to:

**2.15.5.1** quiet hours from midnight to 5am being observed by all persons on every day of the year save for New Year's Eve when the cut-off time will be extended to 1am. During quiet hours no noise audible to any other residents of the Estate shall be generated by any person or sound equipment on any property save for air-conditioning and other appliances reasonably required for the comfort of residents, which

shall nevertheless be subject to the provisions of the Noise Policy, and the responsible and reasonable use of vehicles driven on the Estate during those hours;

**2.15.5.2** any private outside gathering at any property in the Estate may not extend past midnight after which time the gathering shall move indoors and all sound shall be suitably contained indoors and may not be audible to any person outside the property in observance of the quiet hour rule;

**2.15.5.3** the use of any power tools generating noise on any property is restricted from Monday to Friday 8am to 5pm and on Saturdays 8am to 2pm and may not be used at all on Sundays and public holidays. The aforesaid restriction shall not apply to the Commercial properties acting in the ordinary course of business carried out on them. The quiet hours are, however, applicable to everyone.

**2.15.5.4** the use of power tools and plant and machinery on sites under construction is restricted to normal building contractors working hours permitted on the Estate.

**2.15.5.5** If ZEMA authorises the installation of a standby generator in accordance with its Policy on Standby Generators the standby generator may only be used during instances of general power outages or in genuine cases when the municipal supply of electricity is not available to a property during which time the remaining provisions of the Noise Policy shall be suspended insofar as the use of the standby generator is concerned. Members shall be obliged to accept the noise generated by the running of all authorised standby generators installed and operated in compliance with the Policy on Standby Generators and these rules. Suspension or disconnection of electricity supply due to failure to pay for supply shall not constitute a genuine case entitling a resident to make use of a standby generator."

**2.15.6** The use of car hooters within the Estate to beckon or attract residents or staff is prohibited.

**2.15.7** The lighting or letting off of fireworks within the Estate is strictly prohibited at all times irrespective of any religious or other celebration.

**2.15.8** No flags, flag poles or radio aerials on poles may be erected on private residential units on the Estate, save for the exception below and only then with the written permission of the CEO. Exception: In the case of specific religious requirements, appropriate flags may be erected in a discreet and unobtrusive location on the owner's footprint. These should not be visible to the general public and limited to no more than two meters in height.

### **3. PHOTOGRAPHIC SHOOTS ON THE ESTATE**

**3.1** All photographic shoots on common property must be approved on merit. All such shoots are to be referred and motivated to the ZEMA CEO for consideration and approval.

**3.2** The general rule is that no photographic shoots for gain may be approved and all applications for shoots of the common property must be submitted in writing - no shoots may take place without prior authorization. This does not affect any photo shoot on a Member's own private property where ZEMA only needs to be informed to organize access.

**3.3** No photographic shoots are permitted unless in the interests of Zimbali and written permission and authorization must first be given by the CEO.

### **4 PRIVATE FUNCTIONS AT THE VALLEY OF THE POOLS**

No private functions may be held at the Valley of the Pools.

### **5 ZIMBALI DOMESTIC WORKER RULES AND REGULATIONS**

**5.1** All domestic workers whether "live in or daily" are to be registered with ZEMA.

**5.2** Domestic workers will be registered into two categories: "permanent" and "contracted".

**5.3** Permanent domestic workers are to be restricted to access through the Contractors Entrance only.



- 5.4** Permanent domestic workers are to comply with the same rules and regulations as residents.
- 5.5** Contracted domestic workers are to comply with the same rules and regulations as contractors.
- 5.6** Employers/Residents are to manage the conduct of their domestic workers and be accountable for any contravention of the rules by their domestic worker.
- 5.7** Security is to apply the standard rules and regulations on the estate to all domestic workers.
- 5.8** In the event of unruly or inappropriate behaviour, or any contravention of the estate rules and regulations by a domestic worker, it will be reported to the employer who will be held accountable for any fines or action arising from such incidents.

## **6 ZIMBALI STAFF SHUTTLE BUS SERVICE**

- 6.1** The use of shuttle bus service is limited to permanent registered domestics (i.e. domestic workers registered by an owner through ZEMA, not a contract employee) and Lodge personnel.
- 6.2** Permanent Domestics and Lodge Personnel will only be collected at designated areas.

## **7 FINES PROCEDURE**

- 7.1** The security company may not exercise any level of discretion and must issue fines strictly according to the rules and regulations of the Estate.
- 7.2** Disputed or appealed fines must be referred to the rules committee with a written motivation from the recipient requesting a review of the fine.
- 7.3** The secretary of the rules committee or the CEO will use their discretion, taking the merits of the case and all extenuating circumstances into consideration before making a decision.

- 7.4** A summarised scheduled record is to be kept of all disputed fines and the rules committee decision thereof, which is to be tabled at the following Board meeting.
- 7.5** In the event of further appeal or dispute of a fine, it will be referred to the rules committee for deliberation and a decision.
- 7.6** The CEO and/or a ZEMA representative is to reinforce the Estate Rules and fines procedure with contractors at monthly meetings.

## **8 HELICOPTERS**

- 8.1** Helicopters, light aircraft and microlights may not fly lower than 300m above the Estate and may not come closer than 300m from the boundaries of the Estate.
- 8.2** Any helicopter seeking to land at Zimbali must receive written prior authorization from the CEO.

## **9 LANDSCAPE RULES**

- 9.1** A landscaping policy has been formulated both for coherence and ecological purposes. All planting needs to be in accordance with a pre-determined indigenous planting palette. This planting list is available from the ZEMA offices. If members/residents do not comply with the landscape rules, they will be given 30 days' notice within which to comply and rectify their transgression, failing which, ZEMA will landscape the property at the owner's cost.

## **10 PRUNING**

- 10.1** Some pruning may be done (with written permission from the ZEMA office) for specific, ecological reasons, as per the rules, but strictly not for the purpose of having a view.
- 10.2** If vegetation is destroyed without permission, the fine process is to be enforced.

**10.3** The CEO and/or ZEMA representative and one member of the conservation committee are to meet with the owner and their landscaper to instruct and supervise pruning.

## **11 SERVICE PROVIDERS LEVY**

**11.1** The monthly Service Provider's levy, as approved by the Board from time to time, is applied to regular service providers to the Estate such as gardening, cleaning and other services.

## **12 LETTING OF UNITS (GENERAL)**

**12.1** All leases shall be in writing and on terms and conditions approved by ZEMA. In respect of all short-term letting arrangements the prescribed Short-term Leases Agreement by Member together with all attachments including the duly signed Short-term Rental Booking Notification Form, Acknowledgement of Receipt and Short-term Tenant Code of Conduct shall constitute the relevant lease in each instance.

**12.2** All leases shall include the following terms and conditions in favour of ZEMA:

**12.2.1** The prospective tenant shall as a stipulation alteri in favour of ZEMA be at all times bound by the terms and conditions of all applicable rules, and the Articles of Association/MOI and any amendments thereto;

**12.2.2** No Member shall part with occupation of any unit unless, prior to doing so, the Member or his duly appointed or authorised agent submits to ZEMA the lease agreement together with any other information in respect thereof which might be required by the ZEMA and has obtained the written consent of ZEMA to conclude such lease agreement.

**12.3** ZEMA shall be entitled to withhold any consent required under point 12 if a Member neglects or refuses to furnish ZEMA with a copy of the duly signed lease agreement and all relevant supporting documentation required by ZEMA.

**12.4** Should any Member's tenant, or that tenant's spouse, family members, employees, guests or invitees fail to perform any obligation incumbent upon them or otherwise breach any of the terms and conditions of any rules or the Articles of

Association/MOI ZEMA shall be entitled to do all such things and incur such expenditure as may in the opinion of the Board of ZEMA be necessary and/or requisite to procure such compliance and the costs so incurred (including legal costs on the attorney and client scale whether or not legal action is actually instituted) and any fines or penalties imposed by ZEMA shall be a debt due by the Member concerned who hereby indemnifies ZEMA and holds ZEMA harmless in respect of all such costs, fines and penalties and in respect of all claims of whatsoever nature and howsoever arising by any of his tenants (including, but not limited to, loss of keys or non-return of keys by any tenants) and any other persons occupying or entering the Estate through or at the instance of any such Member or tenant.

**12.5** The maximum occupancy that may be permitted in terms of any lease shall be 2 (two) persons per bedroom indicated on the approved plans for any unit and no sub-letting by any tenant of any unit or portion of any unit is permitted.

## **12.6 Rules Applicable to Short-Term Letting**

For purposes hereof "short-term letting" shall be defined as any Member letting out or parting with occupation of any unit for any period which is less than 1 (one) month and "short-term lease" and "short-term tenant" shall have a corresponding meaning.

**12.6.1** No Members may engage in short-term letting on the Estate unless they have registered with ZEMA for short-term letting activities and furnished ZEMA with such information and paid such fees as may reasonably be required by the ZEMA from time to time in connection with ZEMA's administration of the short-term letting process via its dedicated Welcome Centre.

**12.6.2** All Members and their duly appointed estate or other agents where applicable shall be responsible for ensuring that at all times prospective tenants and all persons occupying any unit in terms of a short-term lease are aware of the terms and conditions of the Articles of Association/MOI and all applicable rules and their obligation to comply therewith at all times.

**12.6.3** Members shall be required to pay all prescribed fees and such other amounts and follow such administrative processes as may be determined by the Board from time to time to ZEMA in respect of each short-term lease prior to any approval being granted by ZEMA for any short-term lease or for any access to the Estate being granted to any short-term tenant. The prescribed fees and administrative processes shall be determined by the Board and may be amended by the Board from time to time and shall include but shall not be limited to, a Short-term Rental Administration Booking Fee, a Late Cancellation of Booking Fee, a processing fee for each additional occupant to cover orientation and biometric registration, a Lost/Damaged Card

Recovery Fee and such application forms and any further leasing conditions and documents which may be required by ZEMA in order to efficiently administer short-term letting on the Estate. ZEMA may request a Member engaged in short-term letting on the Estate and who consistently receives fines or penalties associated with his short-term letting activities and/or who consistently fails to pay such fines or penalties and other fees associated with short-term letting activities to pay a fee in such amount as may be determined by the Board of ZEMA from time to time to be credited to the Members levy account and held separately and applied by ZEMA towards any such Member liability that may arise going forward.

**12.6.4** All short-term tenants shall be obliged to undergo ZEMA's prescribed orientation and to furnish ZEMA with such documentation and particulars as may be required by ZEMA prior to them being granted access to the Estate. This shall include, but shall not be limited to, the requirement that valid identity documents, passports or birth certificates (or duly certified copies thereof) be furnished to ZEMA in respect of all persons seeking to obtain access to the Estate pursuant to any short-term lease.

**12.6.5** All rights of access to the Estate shall only endure for the term of the short-term lease and all rights of access including all relevant access cards that may be issued shall expire and shall be automatically terminated by ZEMA on expiry of the term of any short-term lease. Short-term tenants may only admit visitors or invitees to the Estate on the production of a valid VMS code requested from and issued by the relevant letting Members in their sole discretion and all such visitor access shall be subject to strict compliance with the provisions of rule 2 pertaining to security and any Access Rules referred to therein.

**12.6.6** Whilst on the Estate all short-term tenants and all of their guests and invitees shall be bound to the same extent as any Member to comply with the Articles of Association/MOI and all applicable rules.

**12.6.7** All short-term tenants shall be obliged to park all vehicles within the confines of the relevant unit which is leased and may not utilise the road verges or any other portions of the common areas of the Estate for parking purposes. Short-term tenants shall not be entitled to access to the Estate for more motor vehicles than are permitted by ZEMA for the unit concerned pursuant to the relevant short-term leasing application.

**12.6.8** No short-term tenants shall be entitled to bring any animals or pets into the Estate.

**12.6.9** Although the use of internet based letting portals is not restricted, Members are still obligated to ensure full compliance with all of ZEMA's requirements as well as to ensure that such letting does not breach any applicable laws, by-laws or other applicable restrictions and does not constitute the use of any unit for non- residential purposes. ZEMA shall be free from any liability in this regard including any loss arising as a result of any Member being unable to, or otherwise failing to, comply with his letting obligations for any reason whatsoever.

**12.6.10** The zoning and permissible use of all units on the Estate is governed by the municipal land use planning scheme in force from time to time and relevant title deed restrictions and the consent by ZEMA to any short-term lease or ongoing short-term letting conducted by any Member may not be construed as a representation by ZEMA that any short-term letting activities are permissible in terms of any applicable laws, by-laws or other restrictions imposed on any Member or any unit by any competent authority or in terms of any other contractual (including insurance) obligations, and Members and short-term tenants indemnify ZEMA in respect of all and any responsibilities or liabilities howsoever arising should such short-term letting activities be non- compliant with any such other laws, by-laws, restrictions or contractual obligations.

**12.6.11** Any member conducting short-term rentals on the estate needs to register their property with ZEMA.

**12.6.12** All members making use of agents to facilitate short-term rental bookings are to ensure that the agent is registered with ZEMA.

**12.6.13** Any member or agent conducting short term rental booking may only book with ZEMA through the adopted technology platform as amended from time to time.

**12.6.14** Members are to ensure that all properties conducting short term rentals must be graded annually by the Tourism Grading Council of South Africa.

**12.7** To the extent that any letting authority or any access rights have been granted to any Member or tenant by ZEMA, the terms and conditions thereof shall be deemed to be amended by all and any amendments of the rules from time to time and in the event of any conflict the rules shall take precedence over any conflicting terms and conditions contained in any prior authority.

**12.8** The provisions of rules 12.1 to 12.8 shall not apply to Hotel Members which nevertheless still remain bound by the remaining provisions of the Articles of Association/MOI and all other rules applicable to Hotel Members from time to time.

**12.9** All persons leasing including those residing on the property on a long-term basis shall be required to conduct an MIE check at least once annually for the duration of their lease. Annually being defined as every 12 months starting from the commencement date of the lease.

### **13. CRIMINAL CHECKS**

A Police Clearance Report/MIE CHECK is a prerequisite before any agreement can be signed.

### **14. PARCEL COUNTER SERVICE**

**14.1** ZEMA will accept parcel deliveries on behalf of Members at the ZEMA Parcel Counter which has been set up at the Westgate entrance and is staffed by ZEMA.

**14.2** ZEMA does not guarantee the continual provision of this parcel counter service to Members which may be suspended from time to time on notice to Members.

**14.3** Holding capacity at the parcel counter is limited and the ZEMA parcel counter service may not be used for the delivery of furniture, perishable items (food, flowers and the like) and large packages or parcels. In this event, Members must instead arrange door to door delivery to their properties within the Estate. VMS codes must be issued by Members to facilitate delivery of the aforesaid items.

**14.4** The ZEMA Parcel Counter operating hours for both deliveries and collection by Members will be determined by ZEMA in accordance with the operational requirements from time to time.

**14.5** ZEMA will send a notification to the responsible Member as soon as a parcel is delivered to the parcel counter and all deliveries must be collected within 3 (three) days of the date of the notification having been sent by ZEMA to the responsible Member. ZEMA reserves the right to take such steps and impose penalties as may be determined by the Board from time to time on Members who fail to comply with the 3 (three) day collection timeframe.

- 14.6** Persons collecting goods held at the parcel counter will need to produce proof acceptable to the ZEMA staff at the parcel counter to satisfy them that they are duly authorised to do so.
- 14.7** All persons (including but not limited to Members, residents, their family members and employees) utilising the ZEMA parcel counter service do so entirely at their own risk. ZEMA accepts no responsibility under any circumstances whatsoever for damages or loss of whatsoever nature that may arise either directly or indirectly from the delivery to or storage at or collection of parcels from the ZEMA parcel counter on behalf of or for any person. All persons utilising the ZEMA parcel counter indemnify ZEMA in respect of all claims for any such damages or loss.
- 14.8** Any item that may pose a health or safety risk to any of ZEMA's employees or the Estate in general will be rejected or appropriately disposed of by ZEMA.
- 14.9** ZEMA shall not be liable under any circumstances for any loss or damages arising from the exercise of any of its rights.

## **15. AMENDMENTS**

These rules may be amended, altered or additions made by the ZEMA Board of Directors as and when the need arises in terms of the Articles of Association/MOI.