

PEZULA PRIVATE ESTATE
HOUSE RULES





IMPORTANT TELEPHONE NUMBERS

Pezula Private Estate Office	044 384 0988
Pezula Private Estate Control Room	044 384 1371
Security Manager - Russel Brand	082 666 4498
Estate Manager - Grant van Staden	083 409 9321
Environmental Manager - Jessica Hayes	083 957 0321
Wildlife Manager - Dennis Robson	083 561 0973
Maintenance Manager - Japhta de Villiers	083 561 0493
Building Control Officer - Ricky Bell	083 757 9711
Pezula Club	044 302 5301
Pezula Resort Hotel & Spa	044 302 3333
Field of Dreams - Rory Hopper	083 446 0367
Biolytix - Frans Gerber	083 333 5720
Pezula Aviation	044 302 5331 / 083 640 4908
Police	044 302 6600 / 10111
Ambulance	10177
Fire Brigade	044 302 6400
Sea Rescue	044 384 0211 / 082 886 3395
Knysna Municipality	044 302 6300



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1. INTERPRETATION

- 1.1 In these rules, unless inconsistent with or otherwise indicated by the context-
- 1.1.1 “**the association**” means Pezula Private Estate Home Owners Association (Association incorporated under section 21), a company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.2 “**the constitution**” means the memorandum and Articles of Association of the association;
- 1.1.3 “**the directors**” means the directors for the time being of the association or their alternates, as the case may be;
- 1.1.4 “**the Estate**” means the whole of the land comprising Pezula Private Estate which comprises a township area, and private open space;
- 1.1.5 “**estate manager**” means the person appointed to that office by the association;
- 1.1.6 “**member**” means a member of the association;
- 1.1.7 “**owner**” means the owner of an erf forming part of the Estate;
- 1.1.8 “**resident**” means any person who is resident on the Estate and includes owners and members of their family, their guests and tenants;
- 1.1.9 “**rules**” means the rules as contained in this document;
- 1.1.10 “**vehicles**” means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;
- 1.1.11 Any reference to the singular includes the plural and vice versa;
- 1.1.12 Any reference to natural persons includes legal persons and vice versa;
- 1.1.13 Any reference to a gender includes the other gender;



- 1.1.14 Words and phrases defined in the constitution bear corresponding meanings herein.
- 1.2 The clause headings in these rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these rules, notwithstanding that it is only contained in the interpretation clause.
- 1.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.6 These rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. INTRODUCTION

The Estate has been developed to provide a gracious, comfortable and secure lifestyle for its residents. These rules have been adopted in accordance with the constitution in order to ensure and promote such lifestyle. These rules are not intended to limit the lifestyle and/or investment of residents, but rather to protect them and are binding equally on all residents. Accordingly, residents are not only bound by these rules but they are also protected by them. These rules are administered and enforced by the directors. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants) abide by these rules.



3. HOUSEHOLD REFUSE

- 3.1 All refuse (whether domestic or garden) shall be kept in separate suitable vermin proof containers which can be obtained from the Pezula Private Estate offices.
- 3.2 The containers shall not be visible from any road or neighbouring property.
- 3.3 All of the requirements of the local authority with regard to the collection of refuse shall be complied with.
- 3.4 Refuse is collected on Wednesdays between 10:00am and 2:00pm.
- 3.5 Refuse should be placed in a vermin proof roly-bin in the appropriate plastic bag not more than ½ hour before 10:00am on the morning collection takes place in order to minimize the access that baboons and other animals have to the refuse.
- 3.6 Due to the high cost of refuse disposal, the Municipality encourages residents to recycle paper, glass, tins and plastic. Special green bags are obtainable from the Municipality for this purpose. Recyclable material is collected at the same time as household refuse.

4. GARDEN REFUSE

- 4.1 Garden refuse must be disposed of at the municipal location specifically made available for this purpose.
- 4.2 Garden Service Providers must be registered with the Association for security purposes and may only operate from Monday to Friday between 8:00am and 5:00pm.

5. DOMESTIC ANIMALS

- 5.1 Unless written authority has been given by the association to any member only domestic animals posing no danger to the environment and the home-owners and / or residents may be kept. No wild animals, reptiles, poultry, cattle or the like may be kept.



- 5.2 The permissible number of domestic animals shall be limited to 3 (three) dogs, 2 (two) cats and 2 (two) birds per erf. Any other type or quantity requires permission from the Association.
- 5.3 Domestic animals may be kept only by owners and not by tenants or guests.
- 5.4 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant owner's erf.
- 5.5 All domestic animals shall at all times bear a tag which shall reflect the name, telephone number and erf number of the relevant owner.
- 5.6 Persistent barking of dogs, caterwauling of cats or any other disturbance by pets is not allowed and must be controlled by the owner.
- 5.7 If animals are brought onto or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to-
 - 5.7.1 Give the owner not less than 2 days notice in writing to remove the animal from the Estate; and
 - 5.7.2 If the owner fails to comply with such notice, to remove the relevant animal from the Estate and to claim all costs incurred from the relevant owner.
- 5.8 Dogs shall not be allowed on common property unless under strict control and on a leash.
- 5.9 If any dog digs holes and/or otherwise damages common property or defecates on common property, the relevant owner shall be required to repair the damage and/or remove the faeces, as the case may be.
- 5.10 All cats must be sterilized.



6. SECURITY

- 6.1 Visitors are the responsibility of the member concerned, which member is therefore liable for any damage or breakages caused by visitors to any homes or amenities on the Estate.
- 6.2 Visitors to the Estate who are not members shall be required to sign the prescribed entry document stating that they will abide by both these rules and the constitution.
- 6.3 No vehicles or persons shall enter or leave the Estate at any point except at the entrance gate. In extra-ordinary circumstances the emergency exit gates will be opened by the control room.
- 6.4 All vehicles entering and/or leaving the Estate shall stop at the vehicle entrance.
- 6.5 No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the person to whom it is issued and shall not be shared with or used by or transferred to any other person.
- 6.6 All residents shall advise the guard on duty at the security gate of the identity and approximate time of arrival of any person to be admitted to the Estate as an invitee of the resident concerned. The telephone number is 044 384 1371. Alternatively, the internal intercom system may be used.
- 6.7 If the security guard has not been advised of the arrival of any person in accordance with the provisions of the above clause, the security guard may (but will not be obliged to) endeavor to obtain authority from the relevant resident to admit the person concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse the person concerned access to the Estate.
- 6.8 The right of admission to the Estate shall be under the control of the association. The association may on any reasonable grounds deny any person access to the Estate.
- 6.9 Other than the rules contained herein, the estate manager may from time to time furnish further rules in respect of security.



7. DOMESTIC SERVANTS

- 7.1 Residents' domestic workers are obliged to abide by these rules and the constitution. Residents are obliged to explain the relevant portions to their domestic workers.
- 7.2 Residents are required to notify the association and provide full details of any domestic workers on the Estate.
- 7.3 Domestic workers on the Estate shall be required to sign the prescribed entry document with the security guard on duty at the security gate. All residents shall advise security of the identity and approximate time of arrival of any domestic worker to be admitted to the Estate. If the security guard on duty has no record of the arrival of any domestic worker in accordance with the provisions of this rule, the security guard may (but will not be obliged to) endeavor to obtain authority from the relevant resident to admit the person concerned to the Estate. If such authority is not obtained the security guard will be entitled to refuse the person concerned access to the Estate.
- 7.4 Residents are obliged to collect their domestic workers at the security gate and return them to the security gate at the end of a working day. No Taxi's will be permitted to drive on the Estate.

8. TRAFFIC

- 8.1 The movement and control of traffic and pedestrians are subject to these rules and such further directives as may be made by the association with regard thereto.
- 8.2 All national, provincial and local authority laws, by-laws and regulations shall apply mutatis mutandis to all drivers, vehicles and roads on the Estate. All roads, pathways and other common areas shall be regarded as "public road" as defined in the National Road Traffic Act 93 of 1996 (as amended) for purposes of enforcement of the aforesaid laws, by-laws and regulations.
- 8.3 Persons using the roads do so at their own risk.



- 8.4 Delivery vehicles are not permitted, without the consent of the association, to enter the Estate on Saturdays, Sundays or public holidays, nor before 07:00 and after 17:00 on weekdays.
- 8.5 Motorized vehicles shall be driven on roads only and by persons who hold valid current international or South African driver's licenses.
- 8.6 A maximum speed limit of 30 (thirty) km/ph shall apply provided that lower speed limits may be imposed by the association where it deems fit.
- 8.7 Animals and birds shall at all times have the right of way on and about the Estate. Vehicles shall be brought to a stop whenever necessary.
- 8.8 The association may by means of appropriate signage give directions as to the use of roads or any portion of roads. Failure by any person to obey such signage shall constitute a contravention of these rules.
- 8.9 No person shall drive or ride any vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise and/or smoke are prohibited.
- 8.10 Motor cycles and quad bikes must be 4-stroke motorized vehicles with the necessary silencing and with low emissions.
- 8.11 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on or be visible from any roads, vacant erven or other common areas and may only be parked within the designated areas on the property. Any vehicle parked in contravention of this rule may be removed from the Estate by the association. The relevant owner shall be responsible for all costs so incurred.
- 8.12 Notwithstanding the provision above, day guests may park their cars on temporary basis on the common ground in front of the erven visited by them; provided that they do not park in the street and that in so doing they do not cause any disturbance or obstruction to the flow of traffic. Permanent parking in these areas is strictly prohibited.



- 8.13 The driving of vehicles is confined to roads and driveways, provided that non-motorized vehicles may be used on those areas (if any) specifically designated by the association for that purpose.
- 8.14 The directors reserve the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps and golf carts/pedestrian-crossings, that they in their discretion may deem necessary.
- 8.15 No helicopters or any means of aerial conveyance may be landed at the helicopter pad or any other part of the Estate without the prior written consent by Pezula Aviation. Please contact Fanie at 083 640 4908 or Tracy at 044 - 3025331

9. OPEN SPACE AND ENVIRONMENTAL ASPECTS

- 9.1 The association shall be entitled to control all aspects of the environment on or about the Estate including but not limited to the management and control of fauna and flora.
- 9.2 No person shall do anything or omit to do anything that may in the opinion of the association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by residents and their invitees.
- 9.3 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 9.4 No feeding of wildlife is allowed.
- 9.5 Camping and picnicking is prohibited except in designated areas.
- 9.6 No person shall conduct any gardening and/or landscaping on common areas. No person shall (without the prior written authority of the association) pick or plant any flowers or plants on or about the common areas.
- 9.7 The association shall be entitled to prohibit or restrict access to any part of the Estate in order to preserve the natural fauna and flora.



- 9.8 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the estate other than in self-defense.
- 9.9 Hunting and trapping in any manner is strictly prohibited and no person is allowed to shoot or kill animals.
- 9.10 In order to effectively manage water resources, no borehole may be sunk on or about the Estate without the prior written consent of the association. Notwithstanding the foregoing, the association may require residents to limit and/or cease the extraction of water from boreholes. For this purpose the association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of boreholes water. Should any resident fail to comply with any directive of the association pursuant to this clause, the association shall be entitled to seal the relevant borehole.

10. DAMS AND STREAMS

- 10.1 No person shall launch any boat or craft of any description on any dam at the Estate.
- 10.2 No water sport (including but not limited to scuba diving, spear fishing, windsurfing and the like) is permitted on or in any dam at the Estate and no person shall enter any dam within the Estate without the prior written consent of the association.
- 10.3 No domestic animal shall be allowed to enter any dam.
- 10.4 No persons shall pollute or permit the pollution of any dam and/or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be unsightly.
- 10.5 Notwithstanding the provisions above, fishing may be permitted by the association on such terms and conditions as it may in writing direct.
- 10.6 No person is permitted to abstract water from any water body without the necessary permit.



11. LETTING AND RESALE

- 11.1 These rules apply to and are binding upon all tenants. An owner (or his agents) who intends to let an erf shall-
- 11.1.1 Furnish his tenant with a copy of these rules; and
- 11.1.2 Furnish the association with a copy of the relevant signed lease which shall be for a minimum period of 6 (six) months and which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules are binding upon him and are enforceable against him by the association.
- 11.2 Members or their agents shall give the association prior written notice of any tenants or guests who are to occupy the member's residence in the absence of that member. Every tenant shall be required to register at the offices of the estate manager within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these rules and acknowledges that these rules are binding on him.
- 11.3 If any tenant, guest, employee or other invitee of any member fails to comply with any of the provisions of these rules, the association shall be entitled to deny that tenant, guest, employee or other invitee access to the Estate.
- 11.4 Tenants are the responsibility of the Member concerned and Members are therefore liable for any damages or breakages caused by tenants to any homes or amenities of the Estate.
- 11.5 Erven may be re-sold by owners only through the agency of estate agents approved of by the association, which estate agents shall be required to abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate. Erven may also be re-sold by owners through the association's approved agent who may not necessarily be an estate agent.



12. EXTERIOR OF HOMES

- 12.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designated for that purpose. All washing lines or similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other erf.

13. NOISE

- 13.1 Fireworks are strictly prohibited.
- 13.2 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other residents. In particular and without limiting the generality of a foregoing-
- 13.2.1 Burglar alarms must comply with any regulations which the association may make with regard thereto from time to time;
- 13.2.2 All vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 13.2.3 The use of noisy machinery and power tools in the open outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances;
- 13.2.4 All building work ,whether undertaken by a contractor or by the resident, must be done during the hours stipulated by the association from time to time for building contractors, unless written approval is given by the association for building operations to take place outside such hours;
- 13.2.5 Loud music and other undue noise must cease between 22h00 and 07h30.



14. MAXIMUM NUMBER OF PERSONS

In order to maintain the low density residential nature of the Estate, no member or tenant shall accommodate or allow the accommodation of more persons in any residence than the maximum numbers determined in accordance with the following schedule.

2(two) bedrooms	6(six) persons
3(three) bedrooms	8(eight) persons
4(four) bedrooms	10(ten) persons
5(five) bedrooms	12(twelve) persons

15. SYNDICATION OWNERSHIP

Syndication ownership of an erf forming part of the Estate is limited to 6 (six) natural persons, irrespective of whether the natural persons-

- 15.1 Are registered co-owners of the erf; or
- 15.2 Hold an interest in any legal entity which is the registered owner of the erf.



16. COMMERCIAL ACTIVITIES

- 16.1 A home owner may not carry out any commercial activity on the Estate.
- 16.2 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate.
- 16.3 No door to door canvassing and/or selling are permitted.

17. BOUNDARY FENCES

- 17.1 No fencing is allowed anywhere (except as per the Environmental Management Plan) on or within the disturbance area, however an enclosure is compulsory where the owner has a dog (refer to 5.4).
- 17.2 The outer perimeter of plots must not be fenced because this will not only inhibit animal movement but will also make future brush cutting difficult.
- 17.3 Should it be necessary to demarcate boundaries, wooden stakes must be used.

18. BUILDING REQUIREMENTS AND CONSTRUCTION

- 18.1 No unauthorized persons are allowed on any erf where building operations are under way.
- 18.2 The provisions of the constitution relating to the construction of buildings shall be strictly complied with.



- 18.3 Without limiting the generality of the above rules, no building or structure shall be erected on the Estate unless the plan submission requirements as per the Architectural Guidelines have been met and the plans, specifications and construction thereof comply with the architectural guidelines and have been approved by the Pezula Design Review Panel and the Knysna Municipality.
- 18.4 A scrutiny fee as determined by the Design Review Panel from time to time shall be levied in respect of the scrutiny of any plans and working drawings by the consulting architects.
- 18.5 If the architectural guidelines are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of the architectural guidelines, the matter shall be determined by the Chairman of the Architectural review committee (acting through any of its directors whose authority and/or appointment shall not be necessary to prove) and failing them for any reason, by such other architects as may be nominated by the directors.
- 18.6 The association shall be entitled to direct the relevant owner to effect maintenance work on his home should the association deem such maintenance necessary.
- 18.7 The appointment of building contractors is subject to the prior written approval of the association, which approval shall not be unreasonably withheld.
- 18.8 Every building contractor shall be required to abide by such rules and regulations as may be made by the association controlling construction activities and to sign such prescribed undertaking as may be determined by the association with regard thereto. A building contractor will not be allowed to undertake any building work on the Estate until such time as the undertakings referred to in this rule have been given.
- 18.9 Any building contractor who fails to sign The Builders Code of Conduct undertaking and/or fails to comply with the provisions thereof will be denied access to the Estate.
- 18.10 Members shall be obliged to have completed the building of their houses as follows:
Phase 1 within 7 years from date of first transfer
Phases 2 & 3 within 5 years from date of first transfer



19. FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 19.1 Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Fires may not be lit on private erven other than in properly constructed braai / fireplaces designed for that purpose.
- 19.2 No person shall bring or permit any person to bring any substances onto the Estate or permit the storage of any substances on the Estate which may constitute a fire hazard or a threat to the health of any of the residents or other person or which may result in the contamination of the Estate.
- 19.3 Members are encouraged to establish and maintain a garden with lawns and non-flammable vegetation.
- 19.4 The Pezula Fire Management Plan contains important information relating to the prevention of fires and is available from the Environmental Manager as well as on the Pezula website, www.pezula.com

20. LANDSCAPING AND POOLS

- 20.1 All gardens and pools must be maintained by members to the standards required by the association and the Environmental Management Plan. Pools must be fitted with a recycling system that prevents pool backwash from entering surrounding vegetation. No pools may be backwashed into the vegetation.
- 20.2 Should these standards not be adhered to, the association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the member therefor.
- 20.3 Only indigenous plants may be planted in gardens and as per the permitted Pezula plant list provided in the architectural guidelines.
- 20.4 When designing gardens owners must take into account the fact that small animals are present in the development. For example: bush-pigs and porcupines will dig roots in the gardens and bushbuck will browse flowers.



- 20.5 Compost heaps must be protected against baboons.
- 20.6 In order to keep baboons from being attracted to the Estate, no plants and trees may be planted that will bear berries and / or fruits that will attract baboons. There are some indigenous trees that bear fruits but these are discouraged.

21. **ELECTRICITY SUPPLY**

The Association does not guarantee the supply of electricity.

In the event of the Association taking over the electrical supply, the following shall apply:

- 21.1 The association shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to members a constant supply of electricity, but do not guarantee that same will always be maintained, and shall not be liable for damages, expenses or costs caused to members, tenants or guests for any interruption in supply, variation of voltage, variation of frequency, any failure to supply a balanced three phase current or failure to supply electricity.
- 21.2 In no case shall the association be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lock out by employers, whether such strikes or lock out be on or outside the Estate. The association shall further not be liable for any failure, variation or interruption of supply to members due to any failure, variation or interruption of the supply to it from ESKOM.
- 21.3 Under no circumstances shall any rebate be allowed on the account for electricity supplies and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.



- 21.4 The association does not undertake to attend to failure of supply due to a fault in the electrical installation. When any failure of supply is found to be due a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the association shall have the right to charge the member the fee as prescribed by them for each restoration of supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main or charge for such fault or faulty repair as aforesaid.
- 21.5 No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or main supply.
- 21.6 No person, other than a person specifically authorized thereto by the association or estate manager in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 21.7 The association or estate manager may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 21.8 The association shall further not be held liable for any fluctuations in voltage caused by variation in municipal supply over which it has no control.
- 21.9 The members shall pay for the usage of electricity monthly. Electrical meters will therefore be installed in each residential home and the usage shall be determined by Eskom and charged via the Association. Procedures, cost and all other aspects relating to the electrical system utilized on the Estate shall be determined from time to time by the association and communicated to members by the Estate Manager.



22. BIOLYTIX

The Pezula Private Estate Conditions of Development and the Environmental Impact Report prescribe the Biolytix sewage treatment units for the treatment of sewage on the Estate.

The full guidelines for the do's and don'ts of the system can be found at www.pezula.com/estate/biolytix.htm. However, the most important rules are the following:

DO NOT PUT THE FOLLOWING DOWN THE DRAIN OR TOILET:

- ◆ Large quantities of chemicals (this includes household products like “Jik”)
- ◆ Large quantities of drain cleaning fluids
- ◆ Fats & oils
- ◆ Plastics or inorganic products

PLEASE CONTACT BIOLYTIX AT 082 333 5720 IF YOU:

- ◆ See any leaks or unusual wet spots in your garden
- ◆ Smell an unusual odour emanating from your garden, the filters or drains
- ◆ Have a blocked drain
- ◆ Want to undertake major landscaping or building alterations

23. FIELD OF DREAMS

23.1 The Field of Dreams may only be used by Home Owners who have paid up Country Club membership.

24. GENERAL RULES

24.1 It is important that all residents are aware of the surrounding environment.

24.2 The Pezula Group of Companies, its staff, its agents and / or the association shall not be liable for any loss, damage or accident that may occur on the Estate.



- 24.3 The Estate staff shall not be used for any private use by any member during working hours.
- 24.4 All members shall keep their properties free of termites and borer beetle.
- 24.5 Hobbies or other activities which produce excessive noise, unpleasant odours and cause any nuisance to other members are not allowed.
- 24.7 The use of the hotel's amenities, entertainment and recreation areas are reserved for the exclusive use of the hotel's guests.
- 24.8 In general, where no specific rules have applicability, the directors reserve the right for the estate manager to make rules from time to time that he deems necessary.
- 24.9 The directors reserve the right for the estate manager to amend these rules from time to time in such manner as he deems necessary.

25. FINES AND PENALTIES

- 25.1 In the event of annoyance, aggravation or complaints occurring between members, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If the problem cannot be resolved, the matter should be brought in writing to the attention of the association for an interpretation of the rules.
- 25.2 The association shall investigate (in such manner as it deems fit) written complaints received from members relating to the behavior and/or conduct of other residents and persons on or about the Estate and shall take such steps with regard thereto as it may deem fit.
- 25.3 The association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.
- 25.4 Any decision of the association will be final and binding.



- 25.5 If any person contravenes or fails to comply with any of these rules or any conditions imposed by or directive given by the association in terms of these rules, the directors shall be entitled (without limiting any other rights afforded to them in terms of these rules) to impose suitable fines on the person concerned. If the person concerned is a guest, tenant or other invitee of the member, that member will be liable for payment of such fine. Any fine imposed on a member and/or his tenant, guest or other invitee shall be deemed to be a debt due and payable by the member concerned to the association forthwith on demand.
- 25.6 The provisions of this rule are without prejudice to other rights that the association may have in terms of the Constitution or at law.



26. ENFORCEMENT OF THE RULES

- 26.1 For purposes of the enforcement of any of the rules, the directors may-
- 26.1.1 Take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the association;
- 26.1.2 Take such other action, including court or arbitration proceedings, as they may deem fit.
- 26.2 In the event of any breach of the rules by any member's tenants, or his guests, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to take such steps against the person actually committing the breach as they in their discretion may deem fit.
- 26.3 In the event of any member disputing the fact that he has committed a breach of any of the rules aforesaid, a committee of three directors appointed by the Chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct.
- 26.4 Notwithstanding the foregoing, the directors may in the name of the association enforce the provisions of any rules by arbitration or proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.



PEZULA PRIVATE ESTATE RULES: ENVIRONMENTAL MANAGEMENT

The Environmental Management Plan (EMP) is a requirement stipulated in the Record of Decision (ROD). The document addresses both the construction and operational requirements of Pezula. The full EMP can be found at www.pezula.com.

The Homeowners Association (HOA) will manage the operational phase. They will need to implement the environmental guidelines for building contractors, management of open spaces, removal of pine plantations and alien vegetation, fire management, rehabilitation and nature walks. The private open space will be 504ha privately owned and managed by the Homeowners Association (HOA). The area will be actively managed as a rehabilitation area for fynbos and forest. The overall aim will be to replace the alien vegetation with indigenous fynbos and forest, and to protect the existing flora and fauna.

Pezula Private Estate must submit an Environmental Audit Report to DEADP for approval every 12 months for a period of 4 years following the Record of Decision; thereafter, every 24 months for a further period of 6 years.

The Environmental Management Plan can be obtained from the Environmental Manager or found at the Pezula website, www.pezula.com