



THE RIDGE ZIMBALI LAKES OWNERS ASSOCIATION

CONDUCT RULES OF THE RESORT

The Rules that govern the conduct of Resort living are generally a clear indication of how seriously a Resort 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 Resort as well as a code of practice that encourages Members to live together with regards “good neighbourliness and consideration for others”.

In terms of the above statement the Zimbali Lakes Resort Management Association (ZLRMA) Board was allocated the task of drawing up regulations pertaining to the management, control, administration, maintenance, and use of the Resort. The brief is the Rules are to be reasonable, to be binding and to apply equally to all members. Based upon this rationale, the Rules should be seen to be neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible, and fair interaction.

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. Penalties, which are imposed on Members, shall be deemed to be part of the levy due by the Member. Further, the Board may enforce the provisions of any rule by application to the courts.

It must be noted that sections of the Conduct Rules will be implemented with the phased rollout of the development, and that not all rules are implementable with immediate effect.

The Rules as promulgated by ZLRMA and the Board of ZLRMA are outlined in this chapter. Additional rules apply to Contractors, Subcontractors and Service Providers. These are available from the Zimbali Lakes Resort Management Association.

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1. PROMULGATION OF RULES

1.1 Definition

As from the date of promulgation of these Rules, they shall apply forthwith, and all Members shall be required to abide thereby.

For the purposes of these Rules, "Member" means a Purchaser, Member, Co-Member, Corporate Member, Trustee, Lessee, Family Member, Member, or Invitee.

1.2 Conflict of Existing Practice with Rules

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

Where a specific matter arises between a new rule and an existing practise of long standing, and a Member legitimately feels aggrieved thereby, the Board of ROA in conjunction with the Board of the ZLRMA 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 practise to remain or be suitable 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 Conduct Rules by "Others"

Any contravention of the Conduct Rules by any person who gains access to the Resort under the authorisation of a member shall be deemed to be a contravention by the member.

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

2. SECURITY

Resort Security's responsibilities are defined as 24/7 perimeter fence monitoring, access control upon entry / exit to the Resort, and attending to emergencies (defined as fire, theft, break-in, injury, death, assistance with arranging medical attention or fire brigade, and similar related).

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 entering the Resort. (Copies of full security and access control procedures are available at ZLRMA offices).

2.2 Reporting to Security

Security is a shared responsibility. Members must report any suspicious or unlawful occurrence to the Security Guardhouse or Control Room as per the security procedure document immediately as it is noted.

2.3 Body Corporate Security

Sectional Title Schemes (Body Corporates) are to arrange for their own internal security measures (guards or CCTV surveillance) for day to day monitoring and control over their own Body Corporate Conduct Rules.

The aforementioned needs to be arranged via the Resort's appointed Security Services company.

Only the current ZLR preferred service provider may be utilised for any Body Corporate Security guarding, alarm systems and off-site monitoring. The ZLRMA can be contacted for further information.

2.4 Private Home Security Systems

Private Home Security Systems are permitted on the Resort provided that the alarm installed is of a silent nature.

Only the current ZLR preferred service provider may be utilised for any private home security system installations and on/off site monitoring.

CCTV cameras are permitted on the Resort provided that they do not face in the direction of another Member's unit, causing an invasion of privacy to other Members.

2.5 Access

Each Member shall have biometric access. Should in exceptional circumstances, a Member require an access card, they shall be responsible for the safe keeping and proper use of his/her individual and shall not permit the use thereof by any other person.

Access to the residential areas of the Resort is limited to Members, their invited guests, registered Domestic Workers and to other authorised persons who have been cleared through the security office and ZLRMA.

(It should be noted that all exit/entry movements are recorded on the computerised security system and are identifiable to each individual).

Access Rules (which may change from time to time) can be obtained from the ZLRMA office.

2.6 Visitors

Members shall be responsible for the actions and behaviour, as well as the compliance with all Rules and security procedures of all Visitors who gain access to the Resort under their authorisation.

Only Members will be permitted to request access for their guests to Zimbali Lakes Resort. To register all guests in accordance with the Access Control Procedures.

Rental guests are to refer to the Short-Term Letting Policy, attached as an **Annexure A**.

2.7 Domestic Workers

All permanent Domestic Workers, General Assistants, Cleaners, Gardeners etc, must be registered with Security via the ZLRMA office. Casual Workers shall be treated in the same manner as Building Contractors' staff and must be escorted by the Member and recorded "in and out" at the Contractors Gate each day. Members shall be responsible to ensure that their Workers comply with all security requirements as well as the Rules of the Resort. Refer to **Annexure B**.

2.8 Security Gates and Booms

Every Member shall stop at all security control gates/booms and then proceed by using their biometrics or access card. Should a Member/Visitor not have authorised access then the Member may only proceed with the aid of the Security Guard on duty to the ZLRMA

office. 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. These controls apply to all Pedestrians, motorised and non-motorised vehicles. Any accidental or deliberate damage to any boom or security access infrastructure will be for the Member's expense.

2.9 Control of Vehicles and Use of Roads

The roads within the perimeter fence of the Resort are deemed to be PRIVATE ROADS for all practical purposes but are deemed PUBLIC ROADS in terms of the Natal Road Traffic Act No. 29 of 1989 (or any later amendment). 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 Conduct Rules.

2.10 Speed Limit

No person shall operate any vehicle on any road within the Resort at a speed in excess of 40 (Forty) kms/hr save as hereinafter provided. All vehicles are subject to periodic speed monitoring by the Resort's Security Company. Refer to the Penalty Schedule on **Annexure C**.

3. OPERATING RESTRICTIONS

- 3.1 No person shall operate any vehicle upon any place within the Resort unless he/she is the holder of a valid driver's licence issued under the provisions of the Road Traffic Act.
- 3.2 No person shall operate any vehicle upon any place within the Resort other than a road or driveway.
- 3.3 No person shall operate any kind of vehicle on the Resort whilst under the influence of alcohol or drugs, which may impede their ability to control the vehicle.
- 3.4 Operating any vehicle in such a manner as to constitute a danger or nuisance to any other person or property within the Resort is prohibited. Sounding of hooters/horns is strictly prohibited.

- 3.5 All vehicles shall keep to the left-hand side of the road.
- 3.6 Pedestrians, animals, cyclists, and golf-carts shall have the right of way at all places, and at all times within the Resort.
- 3.7 ZLRMA will, by means of appropriate signage, give such directions as to the use of the roads and the failure by any person to obey same shall constitute a contravention of these Rules.
- 3.8 Vehicles entering the Zimbali Lakes Resort will be limited to a maximum weight of 7000kg. Written permission is required from ZLRMA, in the event that a vehicle, in excess of their parameters, is required on the Resort.
- 3.9 No person shall park or leave unattended any vehicle within the Resort other than at a place properly set aside for such purpose.
- 3.10 Only battery-operated numbered and registered golf carts are permitted on the Resort, unless prior written permission for 'alternatively powered', except for diesel / petrol operated carts, has been obtained from the ZLRMA. The use of quadbikes, dune buggies or similar vehicles with noisy exhausts on the Resort, except for security vehicles is prohibited. Refer to the Golf Cart Policy **Annexure D**
- 3.11 A valid driver's license is required for the Operator of a Golf Cart, whether on the Golf Course, or any other area permitted on the Resort.
- 3.12 Caravans, boats, trailers, or trucks may be stored on the Resort in a closed demarcated area and must not be visible to the roads and neighbours. The vehicles may be parked in the driveway 2 days prior to use and 2 days on returning to the property. The ZLRMA must be notified of this time period.
- 3.13 The overnight parking/storage of company/business vehicles eg trucks, flat beds, construction vehicles or similar are strictly prohibited.
- 3.14 The use of a quad bike, or any other off-road type vehicles, whether registered or not, within the Estate, are strictly prohibited.
- 3.15 No helicopter or other means of aerial conveyance may be landed at any place within the Resort, except at the designated area. In the event of an emergency requiring air transportation, permission will be required from ZLRMA to land the helicopter at a designated helistop site.

Should a demarcated Helistop site be approved by Civil Aviation, protocols for the Helistop will be included as an **Annexure E** to the Conduct Rules.

4. OPERATING OF BUSINESSES

- 4.1 As per the Municipal bylaws, private residences are zoned as such, and the operation of any business whatsoever being operated from these premises is strictly prohibited.
- 4.2 Storage of stock items for business purposes in a residential zoned area is strictly prohibited.

4.3 Remote workers (working from home) without individuals gaining access to the Resort is permissible.

5. FAUNA AND FLORA

5.1 No person shall anywhere in the Resort harm, destroy or permit to be disturbed any wild animal, reptile, bird, unless for the safety of a Member. The ZLRMA must be notified of same immediately.

5.2 No person shall anywhere in the Resort disturb, destroy, remove or collect any tree or plant material whether living or dead, save with the written consent of or on the instruction of ZLRMA. This section shall not apply in any respect to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes, save for protected trees. Refer Governing Rules.

5.3 No feeding of wild animals is permitted. Birdfeeders and bird baths are permitted within the boundary of a site in accordance with the Landscaping Design Code.

5.4 Planting of any flora on any verges and common areas is strictly prohibited.

6. GENERAL OPEN SPACES/COMMON AREA RULES

6.1 No person shall light any fire within the Resort on common areas other than at a place designated for such purpose.

6.2 No person shall camp upon any place in the Resort, without written permission, other than in a designated camping zone, if applicable.

6.3 No marquees are permitted anywhere on the Resort other than in a specified area with permission from the ZLRMA. Marquees may be erected within a private residential area with prior consent from the ZLRMA.

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

6.5 No person shall use any open space within the Resort 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 Environmental Management Plan.

6.6 ZLRMA shall be entitled to prohibit access to any open space within the Resort, should it be deemed necessary to do so, for the purposes of preserving the environment.

6.7 All trails and paths within the Resort are to be used for the designated use only, except where ZLRMA designates otherwise (e.g. mountain bike, horse trails etc.) No motorised vehicles are allowed on the trails and paths, except for emergency or security reasons.

6.8 Where ZLRMA has entered into an agreement with any Member granting him / her 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.

6.9 No person shall discharge any firearm, airgun; paintball; pellet gun; or other lethal weapon anywhere on the Resort.

- 6.10 There shall be no parking of motor vehicles on the verges within the Resort, without the prior consent of the ZLRMA. Parking must only occur in designated parking areas.
- 6.11 No pedestrian access is permitted on, or across the designated Golf Course areas.
- 6.12. No other sporting or recreational activities may take place on the Golf Course area unless permitted by the ZLRMA.
- 6.13 Damage/Vandalism to any ZLRMA infrastructure such as but not limited to bins; poles; curbs; roads; buildings etc is strictly prohibited.

7. DAMS, PONDS, WETLANDS AND STREAMS

- 7.1 No person shall launch upon any Lake, Dam, Pond, Wetland or Stream in the Resort any craft of any description (powered or otherwise), except in areas designed by the ZLRMA and/or 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 ZLRMA, provided that the craft has been approved by ZLRMA.
- 7.2 No person shall enter or swim in any Lake, Dam, Pond or Stream in the Resort.
- 7.3 No person shall take any fish, live bait or crustaceans from any Dam, Pond or Stream in the Resort. Fishing within the Resort is permitted in designated dams as allowed by the ZLRMA. The “catch and release” rule applies.
- 7.4 No person shall litter, pollute, or permit the pollution of any Lake, Dam, Pond, stream or Wetland in the Resort.

8. LAKES

- 8.1 No swimming permitted in the Lakes (unless an organised event by the ZLRMA).
- 8.2 No motorised sport permitted.
- 8.3 All signage must be adhered to.
- 8.4 Fishing within the Resort is permitted in designated dams as allowed by the ZLRMA.
- 8.5 The “catch and release” rule applies.

9. DOMESTIC REFUSE

- 9.1 The removal of domestic and other refuse shall be under the control of ZLRMA which may, in exercising their functions in this regard from time to time, notify in writing to all persons concerned.
- 9.2 The colour, type and size of refuse containers to be obtained. Such containers are mandatory.
- 9.3 Give direction in regard to the placing of such refuse for collection.
- 9.4 It shall be the duty of every Member or Occupier of a unit to ensure that such directions given by ZLRMA are fully observed and implemented.

- 9.5 No person shall keep any refuse within or outside his unit, except in the mandatory containers aforesaid. 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 ZLRMA from time to time.
- 9.6 Where, in the opinion of ZLRMA, any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services, ZLRMA may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.
- 9.7 Domestic refuse is collected twice weekly by the approved Waste Management Company or the local Municipality.
- 9.8 Members must apply directly to the approved Waste Management Company for refuse collection services. This is not the responsibility of the ZLRMA. Refer to the handover document for contact information.
- 9.9 The dumping of refuse in any location is strictly prohibited.

10. PETS

Members must adhere to the Pet Policy, attached as **Annexure F** hereto.

11. GENERAL RESORT RULES

1. Respect and general consideration by all Members, for all other Members and Users of the Resort, shall be exercised at all times.
2. Members are to ensure that the exterior property is maintained at an appropriate standard and is in possession of all valid Certificates of Conformance.
3. 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.
4. No person shall keep anywhere in the Resort any flammable 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.
5. No private, religious, or commercial advertising notices/sign may be displayed/distributed on the Resort other than the "House number" approved by the Association (this rule does not apply to the Regulation Notice Board required by the Builders Protocol for the erection of new buildings).
6. Music and noise must at all times be un-obtrusive and contained within reasonable levels, so as not to create a disturbance or nuisance to fellow Members. These Rules are supplementary and are to be read in conjunction with the Noise Policy.
7. The use of car hooters within the Resort to beckon or attract Members or staff is prohibited.
8. The lighting or letting off of fireworks within the Resort is prohibited.

9. No person shall slaughter any animal, bird, reptile, or cure or hang up to dry any meat, fish or carcass, within any open spaces within the Resort.
10. Wendy huts; tool sheds or alike, are strictly prohibited.
11. No flags, flag poles or radio aerials on poles may be erected on private residential units on the Resort, save for the exception below and only then with the written permission of the BOA.
Exception: In the case of specific religious requirements, appropriate flags may be erected in a discreet and unobtrusive location on the Member's footprint. These should not be visible to the general public and limited to no more than 1.5 meters in height.

12. PHOTOGRAPHIC SHOOTS ON THE RESORT

- 12.1 All photographic shoots on common property must be approved on merit. All such shoots are to be referred and motivated to the ZLRMA for consideration and approval.
- 12.2 The general rule is that no photographic shoots for gain may be approved and all applications for shoots on the Common Property, must be submitted in writing – no shoots may take place without the prior authorisation. This does not affect any photo shoot on a Member's own private property, where ZLRMA only need to be informed to organise access.

13. ZIMBALI LAKES RESORT DOMESTIC WORKER RULES AND REGULATIONS

- 13.1 All Domestic Workers whether "live in" or "daily" are to be registered with ZLRMA. Refer to the application form **Annexure B**.
- 13.2 Domestic Workers will be recorded into two categories: "permanent" (live-in) and "contracted" (non-live in).
- 13.3 Permanent Domestic Workers are to be restricted to access through the turnstile entry point.
- 13.4 Permanent Domestic Workers are to comply with the same Rules and Regulations as Members.
- 13.5 Contracted Domestic Workers are to comply with the same Rules and Regulations as Contractors.
- 13.6 Employers/Members are to manage the conduct of their Domestic Workers and be accountable for any contravention of the Rules by their Domestic Worker.
- 13.7 Security is to apply standard Rules and Regulations on the Resort to all Domestic Workers.
- 13.8 In the event of unruly or inappropriate behaviour, or any contravention of the Resort Rules and Regulations by a Domestic Worker, it will be reported to the Employer Member who will be held accountable for any Penalties or action arising from such incidents.
- 13.9 Domestic workers must be transported upon entry/exit.

14. ZIMBALI LAKES STAFF SHUTTLE BUS SERVICE

- 14.1 The use of shuttle bus service (if applicable) is limited to permanent recorded Domestic (i.e., Domestic Workers registered by a Member through ZLRMA, not a Contract Employee).
- 14.2 Permanent Domestic will be collected at designated areas only, if applicable.

15. PENALTY PROCEDURE

- 15.1 The ZLRMA may not exercise any level of discretion and must issue Penalties strictly according to the Rules and Regulations of the Resort and the Penalty Schedule on **Annexure C**.
- 15.2 Disputed or appealed Penalties must be referred to the ZLRMA with a written motivation from the Member requesting a review of the Penalty.
- 15.3 The Appeals Committee will use their discretion, taking the merits of the case and all extenuating circumstances into consideration, before making a decision.
- 15.4 A summarised scheduled record is to be kept of all disputed Penalties and the Appeals Committee decision thereof, which is to be tabled at the following Appeals Committee Meeting.
- 15.5 In the event of further appeal or dispute of a Penalty, it will be referred to the ZLRMA Trustees for deliberation and a decision.
- 15.6 In the case of a penalty or fine being levied against an Owner within a Sectional Title Scheme, the Body Corporate of the Scheme will be held responsible to recover the amounts from Owner and to settle ZLRMA.

16. HELICOPTER

- 16.1 Helicopters, light aircraft, and microlights may not fly lower than 300m above the Resort and may not come closer than 300m from the boundaries of the Resort.
- 16.2 Any helicopter seeking to land at Zimbali Lakes Resort must receive written prior authorisation from the Estate Manager.
- 16.3 Refer to **Annexure E**: Enforcement Guide for Private Use & Illegal Operations.

17. DRONES

- 17.1 No drones may be operated within the boundaries of the Resort without the written consent of the ZLRMA.
- 17.2 Should consent be obtained, Civil Aviation Rules, Safety Regulations and Municipal Bylaws will apply.
- 17.3 Refer to **Annexure E**: Enforcement Guide for Private Use & Illegal Operations.

18. NOISE

18.1 All undue noise (including loud music) must cease between 22h00 – 06h00, Monday to Sunday, including public holidays.

18.2 On weekends, mechanised equipment, including but not limited to lawnmowers, edge trimmers, leaf blowers and power tools, may only be used on the Resort on Saturdays between 08h00 and 13h00 and not at all on Sundays and Public Holidays. The aforementioned excludes Golf Course maintenance. Refer to **Annexure G**

19. LANDSCAPE RULES

19.1 Members to ensure that all landscaping within their boundary lines, are maintained on a regular basis. For eg, any lawns to be mowed and garden beds to be de-weeded minimum every 2 weeks. Failing which, after two reminder notices given within a one-month period, ZLRMA will attend to the necessary and the cost will be invoiced on the relevant Members levy statement.

19.2 Refer to **Governing Rules** for all landscaping requirements.

20. GOLF COURSE BOUNDARY

20.1 If for reasons of privacy (for example to screen a swimming pool), a barrier is required between the House and the Golf Course, such barrier shall be achieved by the planting of vegetation or installing a fence limited to 1,2 meter high, subject to the approval of the Design Review Committee.

20.2 No other forms of screening off, or protective net deterrent systems, are permitted.

21. MOVING IN/OUT

21.1 When moving in or out of the Resort, for the safety of all parties involved, a furniture delivery form must be completed in full by the Owner and email to admin@zlr.co.za or dropped off at the ZLRMA office 2 days prior to the event for verifying and approval purposes. Refer to **Annexure H**.

21.2 Once approved by the ZLRMA, a copy of the furniture delivery form must accompany the Owner of the vehicle on Thursday to avoid any unnecessary delays.

21.3 No furniture will be permitted to enter or exit the Resort without the prescribed procedures and relevant documentation in place.

21.4 Moving in/out times permitted: Monday – Friday: 08h00 – 17h00
Saturday: 08h00 – 13h00
Sunday/Public Holidays: – Not Permitted

22. INDEMNITY – DAMAGE FROM ERRANT GOLF BALLS

22.1 Members and Members indemnify and hold harmless the ZLRMA, all related Member Associations pertaining to ZLRMA and all bona fide Golfers against liability for any damage or injury caused by golf balls hit by bona fide Golfers playing golf on the Golf Course.

22.2 Members and Members are advised to have adequate personal and public liability insurance cover in the event of a golf ball causing material damage (including Solar Panels) or Personal injury.

22.3 Members shall take appropriate measures to protect their Persons and property, in the eventuality of a golf ball causing material damage. Various technologies exist to provide such protection, including, but not limited to:

22.3.1 The installation of an appropriate specification laminated safety glass.

22.3.2 The application of an appropriate safety film.

22.4 All additional measures are strictly subject to prior written approval from the Design Review Committee.

23. LEVY PAYMENTS

23.1 Members are required to pay Levies in full and in advance by the 1st day of each month. In order to ensure this, each Member must complete a Debit Order in favour of the Association, on an account, with a South African registered Commercial Bank.

23.2 Where in the case a Debit Order is not honoured, for whatever reason, and a Member becomes in arrears by the 7th of the month, such Member shall pay interest at such rate as may, from time to time, be determined by the Board and such interest shall be applied to the full amount overdue, from the 1st of the month, up until the date of payment.

23.3 Members still in arrears at the end of a month, may have their overdue account and the full interest thereon, submitted to the Ombud, in terms of Act 9/2011, or via an Attorney appointed by the ZLRMA, for appropriate relief. Any costs incurred by these proceedings and all additional interest up to the date of final settlement, shall be for the Member's account.

23.4 All Debts of whatever nature, including but not limited to Interest, Penalties, Legal Fees, Costs Awards, Collection Fees and Charges Payable in terms of these Rules due by a Member to the Association, shall be included in the Levy Account and deemed to be part of the Levy due by the Member and subject to the Rules applicable to Levies.

23.5 Levy amounts may not be reduced either against real or perceived, partial or non-provision of services, or for any other reason, unless previously discussed with and sanctioned by the Association in writing.

23.6 No Immovable Property may be transferred without a Certificate by the Association, confirming that all Levies and other amounts owing by a Member of the Association, have been paid in full, or secured to the satisfaction of the Association and has complied with all the ZLRMA Constitution and Conduct Rules.

24. AMENDMENTS

These Rules may be amended, altered or additions made by the ROA Trustees as and when the need arises.



SHORT-TERM RENTAL BOOKING POLICY

ANNEXURE A

The following Short-Term Rental Booking Policy and procedures relate and are applicable from 3 June 2024. This is necessary for secured access to the Estate and all rental properties. This will further assist in ensuring that the number of guests booked, correlates with the number of Guests accessing the Estate. The Short-Term Rental Booking Policy is necessary to ensure the Estate security rules are not compromised, health and safety compliance and avoid causing unnecessary inconvenience and lack of consideration to neighbouring owners and short-term rental guests.

1. All ZLRMA Accredited Agents / Agencies or Owners must send the Access Registration forms to stl@zlr.co.za. 24hrs prior to arrival, same day bookings or late arrivals up until 20:00pm. The registration form must be submitted 24hrs prior to check in day. In the event of same day/late arrivals. Registration forms will be accepted until 20:00pm (only online submission forms) with supporting documentation. WhatsApp messages will no longer be accepted nor attended to for record purposes and adherence to the policy. Please ensure your submissions are done timeously. This will allow for the verification process to be done. If not received timeously, late arrivals / same day bookings will be denied access to the Estate.
2. It is mandatory for the Owner or ZLRMA Accredited Agency to complete all required details including **ID documentation** for all for persons and vehicles entering the Estate. No vehicle will be allowed to enter the Estate without a valid license disk, number plate or permit. The QR Access for your mobile and online form enclosed herein for ease of reference.
3. Registered ZLR Agents / Owners are fully responsible for each booking and for his/her Guests, for the duration of the stay. Zimbali Lakes Resort Management Association takes no liability, or responsibility for any issues relating to the booking and/or the rental property/unit concerned.
4. On arrival, all Short-Term Rentals are to report to the Home Owners Association (HOA) office at Zimbali Lakes Resort (**GPS: 29°33'24.3"S 31°10'55.3"E**) for verification procedures. If verification is successful, a code will be issued for access at the gate. Without a valid code, or in the event verification being unsuccessful, access will be denied, hence the importance of ensuring that the access registration form is correctly completed to avoid unnecessary inconvenience for your Guests. It is the responsibility of the owner or accredited agent to communicate the office details and process to their short-term rental Guests.
5. As we will be dealing with the Guests' personal details, a consent in terms of POPIA will have to be acknowledged as received. This is done during the verification process.
6. The Rental Guest will also be provided with a copy of the Boulevard Owner Association's Conduct Rules, which will need to be acknowledge as received and accepted. This too is done during the verification process. Any contravention of the Estate or Boulevard Owner Association's Conduct Rules will result in a penalty to the Owner and further recourse being taken if deemed necessary.
7. There will be a separate entry point at the Boulevard Entrance for Short-Term Rentals. At the entrance, the Short-Term Rental will proceed to the allocated lane where a Security Guard will scan the relevant vehicle and Driver's details. The access code provided will be requested to authenticate entry. The access code will be valid for multiple entry / exits, for the duration of stay and will expire thereafter. The Security Guard will note the number of occupants in the vehicle, to ensure that they correspond with the actual booking. This is to ensure that statutory by-laws are adhered to with regards to the maximum number of people permitted per bedroom i.e. 2 per bedroom Max 4 people.
8. Occupants will be reconciled at entry and exit, any exceptions will be dealt with accordingly and access revoked, if the number of people exceeds the permitted number of people allowed. **NO VISITORS are permitted entry for short-term rental guests.**

9. A Short-Term Letting Booking Admin Fee, subject to change from time to time, will be applied for each booking and will be recorded, reconciled and invoiced by the ZLRMA for collection monthly. You can either add it to your current rental, or call it an Estate Access Control Fee, whatever easiest, as long as same is kept aside for payment each month to cover the operations and the admin for same. Any arrears due to non-payment of the aforementioned, will result in no further access being permitted for the relevant unit/s, until such time as the arrears is settled.

Current Admin Fee

- | | |
|----------------------------|---------|
| 9. 1. Studio (One Bedroom) | R75,00 |
| 9.2. Two Bedroom | R150,00 |

10. If food / groceries are ordered, the Uber will be permitted entry (verification of unit and Resident, scanning of ID & Vehicle registration will be required).
11. If a person / persons renting arrives with an Uber, they will need to check in at the HOA office for vetting purposes and will be permitted entry into the Resort thereafter with the use of the access code provided. Uber vehicles for purposes of transporting passengers will not be permitted entry if the passengers are visitors i.e. access will only be permitted for an "empty" Uber collecting someone, or the Renter/s entering with the Uber.



CONTRACTURAL/DOMESTIC SERVICES ACCESS APPLICATION
ANNEXURE B

ERF/Unit: _____

Owners Name: _____

Email Address: _____

Company Name: _____

Service Description: _____

Contact Person: _____ Tel: _____

Email Address: _____

Start/End Date: _____ / _____

Days Worked	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
-------------	--------	---------	-----------	----------	--------	----------	--------

Copies of ID Documents to be submitted to Access Office on date of application.

NAME	ID NUMBER	ID COPY (Office to complete)

Signature of Owner

Date

Owner ID Number

ZLRMA Authorisation

Date

THE RIDGE, ZIMBALI LAKES OWNERS ASSOCIATION

Zimbali Sales Centre, 500 Zimbali Lakes, Zimbali, 4422, KwaZulu-Natal
P O Box 12, Zimbali, 4422, South Africa. Tel: +27 32 940 3000

Trustees W Krambeck, K Pillay, J Maehler, P Khumalo, W Coetzee



ZIMBALI LAKES RESORT MANAGEMENT ASSOCIATION

PENALTY SCHEDULE

ANNEXURE C

OFFENCE DETAILS	1 ST OFFENCE	2 ND OFFENCE	3 RD OFFENCE
ZIMBALI LAKES RESORT:			
Interfering with wildlife	R1,000	R5,000	R10,000
Feeding of monkeys, wildlife, or feral animals	R1,000	R1,500	R2,000
Unauthorised removal of any trees and/ or vegetation	R10,000 And Rehabilitation		
Non-compliance with the Landscaping Code – per month	R1,000		
Littering	R500	R1,000	R2,000
Public disturbance	R500	R750	R1,000
Playing loud music from a motor vehicle in car park areas or in Residence.	R500	R750	R1,000
Drinking or braaiing in undesignated areas.	R1,000	R1,500	R2,000
Discharge of fireworks or firearm (Illegal)	R2,500	R3,500	R2,000
Speeding	R500	R1,000	R2,000
Parking illegally / obstructing traffic flow/ parking on golf course	R750	R1,000	R1,500
Home in disrepair / not maintained to standards	R1,000	R5,000	R10,000
Damage/vandalism or alterations to any ZLRMA infrastructure	R1,000	R2,000	R5,000
Overcrowding of home – per day (As per the bylaws)	R1,000	R2,500	R5,000
Hanging washing outside designated wash line area	R500	R750	R1,000
Misuse of fire hose reels/hydrants (Illegal)	R2,500 and reservice	R5,000 and reservice	R10,000 and reservice

Any person, other than the authorised holder, using an access code/card or misuse thereof.	R1,000	R2,500	R5,000
Failing to register any worker brought on site to do any work on the Estate (e.g. Household cleaner, gardener or household repairs and upgrades).	R1,000	R2,000	R5,000
PETS:			
Bringing any pet on the estate without authority or registration with ZLRMA - per day.	R1,000	R2,000	R5,000
A pet found outside of its property without a collar, name tag or leash.	R500	R1,500	R2,000
Pets found that were too young to be sterilized when registering but still found not be sterilized at correct age.	R1,000	R2,500	Banned
Dogs not on lead when outside their property	R500	R1,000	R2,000
Pets causing a disturbance or annoyance	R500	R1,000	Banned
Owners failing to pick up waste by pets	R500	R1,000	R2,000
GOLF COURSE/CARTS:			
Damage to the golf course (minimum)	R2,000	R3,000	R5,000
Reckless driving	R500	R1,000	Banned
Driving on areas which are prohibited	R500	R1,000	R2,500
Driving golf carts without Driver's license	R1,000	R2,500	R5,000
SECURITY:			
Tailgating at any access control point.	R1,000	R2,000	R5,000
Verbal abuse or assault on a Security officer for any reason. (Subject to prosecution).	R1,000	R2,000	R5,000

PLEASE NOTE:

- **Where any costs are incurred to effect repairs due to the above offences, the person who caused the damage will be invoiced for such repairs.**
- **ZLRMA reserves the right to revise the Penalty guideline from time to time without notice.**
- **The above list is not exhaustive, and any breaches of any Protocols not listed will be dealt with in accordance with the Constitution of the Resort.**



GOLF CART POLICY FOR THE ZIMBALI SPORTS CLUB AND THE ZIMBALI LAKES RESORT MANAGEMENT ASSOCIATION

ANNEXURE D

1. PURPOSE

- 1.1 Zimbali Sports Club (**ZSC**) is a privately owned facility with non-voting members. Members of the ZSC comprise of: (i) owners of property in the Zimbali Lakes Resort Management Association (**ZLRMA**) Estate or the owner's nominated tenant (**Residents**); and (ii) members from outside of ZLRMA.
- 1.2 The purpose of this Golf Cart Policy (**Policy**) is to ensure the safe and responsible use of golf carts (**carts**) at the ZSC and on the Estate while promoting the enjoyment of the game of golf for all members and guests.

2. APPLICATION OF POLICY

- 2.1 This Policy shall apply to:
 - 2.1.1 All members or guests of the ZSC when using a cart at the ZSC premises; and
 - 2.1.2 All ZLRMA Residents and their family members, guests, employees, contractors, or agents when using a cart on the Estate.
- 2.2 Members of the ZSC shall be responsible for ensuring that their guests comply with this Policy.
- 2.3 Residents shall be responsible for ensuring that their family members, guests, employees, contractors, or agents comply with this Policy.
- 2.4 This Policy shall be adopted by ZLRMA and ZSC and will apply to the persons referred to in paragraph 2.1 insofar as it is applicable to them.

3. ZLRMA GOLF CART REGISTRATION

- 3.1 All carts must be registered with ZLRMA prior to being allowed onto and used at the Estate.
- 3.2 All carts on the Estate will be subject to an annual registration fee payable to the ZLRMA. Upon payment of the fee, stickers will be issued with the owner's information which sticker must be affixed to both sides of the cart.
- 3.3 The fee payable in terms of paragraph 3.2 is separate and in addition to the ZSC trail fee for use of a cart on the golf course.

4. PRIVATE OWNED GOLF CARTS

- 4.1 Private owned carts will only be allowed on the golf course if they are registered with the ZSC. Upon registration an annual trail fee must be paid for private carts. In the absence of payment of the annual fee, the private owned cart cannot be used on the golf course.
- 4.2 Private owned carts may only be operated on the golf course for golfing use.
- 4.3 ZSC members who are not Residents will not be permitted to bring private owned carts onto the Estate.
- 4.4 All private owned carts are to be a specific colour as prescribed by the ZLRMA and the ZSC.
- 4.5 Private carts used on the golf course must be fitted with a Visage GPS system (**GPS System**) from Club Car/Modern Mowers. This is to ensure the safety of the golfers due to the topography of the golf course and to protect various areas of the golf course by enforcing adherence to the rules. If the GPS System is not fitted to a cart, access to the golf course will be denied. ZLRMA and ZSC has the right to use the GPS Systems on private carts to ensure cart operators comply with safety rules and do not drive in restricted areas.
- 4.6 All private owned carts must have headlights fitted.

5. ZSC GOLF CARTS

- 5.1 All ZSC carts will be a different colour to the ZLRMA Estate carts, but such colour can change on fleet replacement. Marshall carts will be a colour as specified by the ZSC from time to time.
- 5.2 All the carts used will be fitted with a GPS System for control and safety purposes. ZSC has the right to use the GPS Systems on the carts to ensure cart operators comply with ZSC safety rules and do not drive in restricted areas.
- 5.3 ZSC carts are strictly for the use of playing golf and managing the golf course operations and cannot be used for any other purpose.
- 5.4 No Resident on the Estate may take a hired ZSC cart to their private residence.
- 5.5 All golfers hiring a cart must sign an indemnity form before being allowed use of the cart.

6. ZSC GOLF CART RENTALS

- 6.1 ZSC Carts are available for rent subject to availability and applicable fees.
- 6.2 Rental agreements must be signed, and rental fees paid prior to the use of the cart.
- 6.3 Rental agreements may include additional terms and conditions specific to cart usage.

7. GOLF CART REGULATIONS

- 7.1 No petrol operated carts are allowed other than for security and golf course maintenance.

- 7.2 Carts may only be operated on the Estate roads by persons who possess a valid driver's licence or have a learner's licence where they are accompanied by a person with a valid driver's licence. When operating a cart on Estate roads the driver and passengers must comply with the National Road Traffic Act and all other applicable laws that, where appropriate, apply to vehicles driven on roads.
- 7.3 Carts may only be operated on the golf course by persons who have a valid driver's licence save for persons who are at least 12 years of age that have successfully attended a golf cart training competency course conducted by the ZSC with a parent in attendance in the case of minors. All parents are required to sign an indemnity prior to a minor being permitted to drive a cart, whereby the parent indemnifies ZSC against any injury, loss, or damage.
- 7.4 A maximum of two persons may occupy a two-seater cart, and four persons in a four-seater cart.
- 7.5 Carts must be always operated in a safe and courteous manner.
- 7.6 Carts shall not be operated in prohibited areas as prescribed by ZSC and/or ZLRMA from time to time, such as tees, greens, bunkers or other marked off restricted areas.
- 7.7 Carts shall not be driven in a manner that damages the Estate, the golf course, or its surroundings.
- 7.8 Carts shall be used on the cart pathways wherever possible to conserve the golf course fairways.

8. SAFETY REGULATIONS

- 8.1 Carts shall not exceed the posted speed limit, typically 25km per hour, unless otherwise specified.
- 8.2 It is recommended to keep all body parts within the cart while it is in motion.
- 8.3 The driver of the cart must avoid sharp turns, sudden stops, or reckless manoeuvres that may cause injury to passengers or damage to the cart, the golf course, or any ZSC or ZLRMA property.
- 8.4 No passenger is allowed to be transported on a cart by standing on the back of the cart.
- 8.5 No carts are to be driven outside of the security gates unless the cart is roadworthy.

9. ALCOHOL AND SUBSTANCE USE

Operating a cart on the Estate roads under the influence of alcohol or any other controlled substance is strictly prohibited.

10. GOLF CART MAINTENANCE

- 10.1 Carts shall be inspected regularly for safety and maintenance purposes.
- 10.2 Any issues or concerns regarding the condition of any cart, whether a ZSC cart or a private owned cart, should be reported to ZSC or ZLRMA Management immediately.
- 10.3 Members and guests will be liable for any damage caused to ZSC carts under their care.

11. ENFORCEMENT

- 11.1 This Policy shall be adopted by ZSC and ZLRMA and may be enforced by ZLRMA on the Estate and by ZSC on the club premises.
- 11.2 ZLRMA, ZSC and its staff reserve the right to enforce this Policy in accordance with their respective rules and take appropriate action against persons who fail to comply.
- 11.3 Violations of this Policy may result in ZSC and/or ZLRMA taking action against responsible persons in accordance with their respective rules which may include, but are not limited to reprimands, warnings, fines, banned from use, suspension of golf privileges, suspension or expulsion from the ZSC depending on the severity of the violation.

12. POLICY REVIEW

- 12.1 This Policy shall be reviewed periodically to ensure its effectiveness and relevance.
- 12.2 Members of the ZSC and Residents of ZLRMA will be made aware, as necessary, of any amendments to this Policy.



ANNEXURE E

RPAS OPERATIONS - PART 101

ENFORCEMENT GUIDE FOR PRIVATE USE & ILLEGAL OPERATIONS

Revision 5 – March 2022

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1. Definitions & Acronyms

AGL	Above Ground Level		
C2	Command and Control Link		
CAR	Civil Aviation Regulations Op Spec	Operational Specifications PIC	Pilot in Command
RLA	RPA Letter of Approval		
ROC	RPAS Operating Certificate		
RPA	Remotely Piloted Aircraft		
RPAS	Remotely Piloted Aircraft System		
RPL	Remote Pilot License		
RPS	Remote Pilot Station		
R-VLOS	Restricted Visual Line of Sight		
B-VLOS	Beyond Visual Line of Sight		
SACAA	South African Civil Aviation Authority		
DRONE	RPAS / UAV		
C of R	Certificate of Registration		
ASL	Air Services License		
FOM	Field Operations Manual		

“Aerodrome” means any demarcated area on land or water or any building which is used or intended to be used, either wholly or in part, for the arrival or departure of an aircraft and includes any building, installation or equipment within such area which is used or intended to be used in connection with the arrival, departure or movement of aircraft and includes a heliport.

“Night operations” means the period from 15 minutes after sunset to 15 minutes before sunrise, sunset and sunrise being as given in the publication Times of sunrise, sunset and local apparent noon of the South African Astronomical Observatory or a similar publication issued by a recognised astronomical observatory.

“Operating Certificate” means the RPAS Operator Certificate (ROC) issued by the Director of Civil Aviation authorising an operator of commercial aircraft (including RPAS) to carry out specified aircraft operations e.g., Aerial Photography, Aerial Survey, Crop Spraying, etc.

“Radio line-of-sight” means a direct electronic point-to-point contact between a transmitter and receiver.

“Remote pilot” means the person who manipulates the flight controls or manages the flight command instructions of a remotely piloted aircraft during flight time.

“Remote pilot station” (RPS) means the station at which the remote pilot manages the flight of the remotely piloted aircraft.

“Remotely piloted aircraft” (RPAS) means an unmanned aircraft which is piloted from a remote pilot station, excluding model aircraft and toy aircraft.

“Toy aircraft” means a product falling under the definition of aircraft which is designed or intended for use in play by children.

“Model aircraft” means a non-human-carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport, or competitions.

“Remotely piloted aircraft system” means a set of configurable elements consisting of a remotely piloted aircraft, its associated remote pilot station(s), the required command and control links and any other system elements as may be required at any point during flight operation.

“Restricted visual line-of-sight” means an operation within 500 m of the RPA pilot and below the height of the highest obstacle within 300 m of the RPA, in which the remote pilot maintains direct unaided visual contact with the remotely piloted aircraft to manage its flight and meet separation and collision avoidance responsibilities.

“Beyond visual line-of-sight” an operation in which the remote pilot cannot maintain direct unaided visual contact with the remotely piloted aircraft to manage its flight and to meet separation and collision avoidance responsibilities visually.

“Commercial gain” means compensation in money, services, or other consideration as part of a scheme or effort to generate income or financial advantage of any kind.

“Commercial interest” means an advantage (real or speculative) relating to a business which is intended to make money:

“Commercial outcome” means wealth creation or the goal of earning an income.

“Private Operations” means RPAS operations for an individual’s personal and private purposes where there is no commercial gain, interest, or outcome. It is very important to note that when someone claims that they are operating under the private use /Hobbyist regulations, they must conform 100% to the Private Operations Checklist.

“Commercial Operations means RPAS operations where the operator is supplying RPAS service to a third-party client for commercial gain, interest, or outcome. This includes such examples as: Aerial Surveying and Mapping / Aerial Video and Photography / Aerial Surveillance /

“Corporate operations” means RPAS operations where the operator is supplying RPAS service to itself only and for commercial gain, interest, or outcome. This includes as example entities such as: Commercial Farmers / Security Companies / Mines / Private Universities

“Non- Profit operations” means RPAS operations where the operator is supplying RPAS services to themselves only and where there is no commercial gain, interest, or outcome. This includes as example entities such as: Government / Search and Rescue / Police / Research

2. Introduction and Background

Part 101 of the Civil Aviation Regulations stipulates the legal requirements for operating an RPAS within South Africa, whether it be for Private use, Commercial, Corporate, or Non-profit entities. The 4 types of RPAS operations allowed in South Africa each have their own requirement. When an RPAS user does not fall into any of these categories, such operators are guilty of a criminal offence.

	Type of Operation	Commercial	Corporate	Non-profit	Private
Required approvals					
ASL		✓	N/A	N/A	N/A
ROC		✓	✓	✓	N/A
RLA		✓	✓	✓	N/A
RPL		✓	✓	✓	N/A
C of R		✓	✓	✓	N/A
Private operations Checklist		N/A	N/A	N/A	✓

NOTE: Everyone needs to comply in some form and Private operations need to comply with the private operations checklist 100% or face being categorised as a illegal operation

Private Operations

Subject to sub regulation (2), the provisions of subparts 2, 3, 4 and 6 of Part 101 do not apply to private operation of RPAS; however, they do need to comply with subpart 5 of the regulation. Private operations are further exempted from the provisions of regulations 101.05.5 (2); 101.05.8 (1) (b), (c) and (d); 101.05.10 (1) (a) and (b) but must comply with the rest of subpart 5. These requirements have been summarised in the list below and is called the private operations checklist.

Private & Hobbyist Checklist

Not for **commercial gain, interest, or outcome** (see definitions) **Strictly Clear** weather conditions **Strictly**

RVLOS (see definitions)

May not use a **public road as a place of landing or take-off**

May not operate in **Controlled airspace**

May not operate in **Restricted airspace**

May not operate in **Prohibited airspace**

May not release, dispense, drop, deliver, or deploy objects **or substance from an RPA**

May not carry **Dangerous Goods**

Must not consume **Drugs or Alcohol**

May not operate near **Prisons, Police Stations, Court of Law, Crime Scenes, National Key Points, Strategic Installations**

May not operate within **10km of an Aerodrome**

May not operate within **50m of people**

May not operate within **50m from any structure**

May not operate within **50m from a public road** Only with a Class 1A or 1B RPA (Sub 7 kg Drones) May

not **tow another aircraft**

May not **perform aerial or aerobatic displays**

May not fly in **formation or swarm**.

Any transgression for any of these would mean that they are guilty under the regulations and under the SAPS codes. For more information relating to the Act please contact SACAA directly on the contact details below.

General email: RPASInbox@caa.co.za Responsible Acting Manager: GqibitoleZ@caa.co.za

Commercial, Corporate and Non-Profit Operations Checklist

These operators should be fully licensed. However, Corporate and Non-Profit operators do not need to have an Air services License (ASL).

Commercial operations Checklist

Must have an **ASL**

Must have a valid **ROC**

Must have a **SACAA approved Ops Spec** (Rating) for type of operations being executed:

- o **BVLOS** operations
- o Use a **public road as a place of landing or take-off** o Operations in **Controlled airspace** o Operations in **Restricted or Prohibited airspace**
- o Release, dispense, drop, deliver, or deploy objects **or substance from an RPA**
- o Operate near **Prisons, Police Stations, Crime Scenes, National Key Points**
- o Operate within **10km of an Aerodrome** o Operate closer than **50m from any people** o Operate closer than **50m from any structure** o Operate closer than **50m from any public road**

Must have an **RLA for RPAS being operated**

Must have a **FOM**

Must have an **RPL**

Must have **VHF radio** to listen out for other air traffic

Must have a **Restricted Radio License**

Must have **first aid kit & fire extinguisher on hand**

Landowner of site or **permission letter from the landowner**

To verify evidence or to report a commercial, corporate, or non-profit operator for non-compliance please contact SACAA directly on the below contact details. If for whatever reason the details below stop working contact CUAASA for the latest contact details. General email: RPASInbox@caa.co.za Responsible Acting Manager: GqibitoleZ@caa.co.za

3. Letter from SACAA Enforcement

In terms of Commercial, Corporate and Non-profit, where the South African Civil Aviation Authority (SACAA) maintains oversight over RPAS Operating Certificate (ROC) holders (legal operators), the SACAA is geared to take corrective steps against these ROC holders where necessary. However, the SACAA lack the enforcement scope for illegal operators, and private persons as indicated in a letter attached below dated 30 October 2020.



Reference: RPAS/Drone reporting
Enquiries: Luvuyo Silandela
E-mail: SilandelaL@caa.co.za

Tel: +27 11 545 1556
Cell: +27 83 461 6139
Date: 30 October 2020

To whom it may concern

RE: ENFORCEMENT OF RPAS RELATED CONTRAVENTIONS

1. This communication serves to provide information on the reporting and enforcement of complaints relating to the use and operation of Remotely Piloted Aircraft Systems ("RPAS") in South Africa.
2. With the local availability and growth in use of RPAS, the South African Civil Aviation Authority ("SACAA") introduced regulations over RPAS licensing and usage. Part 101 of the Civil Aviation Regulations, 2011 ("CARs") was introduced in 2015 and regulates the licensing and operation of RPAS in South Africa.
3. The Legal and Aviation Compliance Division of the SACAA is empowered to receive complaints that are reported for investigation and possible enforcement action. Part 185 of the CARs regulates the conduct of investigations and the enforcement process to be followed. You would note from the applicable provisions that the primary goal of this process is the resolution of safety concerns in civil aviation. Our processes are geared to take corrective steps against SACAA approval holders.

Board Members: Mr Ernest Khosha (Chairperson), Mr Mongezi India, Prof Ntombizuko Dyani-Mhango, Mr Suren Sooklal,
Ms Mafika Koyana; and Ms Tshitshe Phewa;
DCA: Ms Poppy Kuyasa; Company Secretary: Ms Nivashnee Narindath

ENFORCEMENT OF RPAS RELATED CONTRAVENTIONS

4. Part 101 of the Civil Aviation Regulations, 2011 ("CAR") outlines the rules relating to the use and operation of RPAS in South Africa. Your attention is further drawn to the requirements of the CAR, which require the commercial use of an RPAS in South Africa to adhere at least to the following requirements:
 - 4.1 Obtaining an air services licence ("ASL") issued in terms of the Air Services Licensing Act, 1990 (Act No. 115 of 1990);
 - 4.2 A valid RPAS Operating Certificate ("ROC"), including an operations specifications which guides the scope of the approved operations, issued in terms of Part 101.04.2 of the Civil Aviation Regulations, 2011;
 - 4.3 Operation of an RPAS by a pilot in possession of a valid RPAS Pilot Licence ("RPL") for such operations; and,
 - 4.4 A SACAA registered RPAS with a valid registration certificate and RPAS Letter of Approval ("RLA").
5. It should be noted that the requirements listed above are not only for operators that operate a business where they are supplying RPAS services to a third party in exchange for remuneration. In terms of Part 101 of the Civil Aviation Regulations, 2011 ("CAR") an RPAS user is classified as a commercial operator whenever the use of RPAS is connected to any commercial interest, outcome or gain.

ENFORCEMENT OF RPAS RELATED CONTRAVENTIONS

6. The SACAA continues to receive a growing number of complaints relating to illegal use of RPAS. We have numerous finalised cases with successful enforcement action, as well as investigations that are underway regarding RPAS related contraventions. We encourage the reporting of RPAS related transgressions to the SACAA, particularly in relation to SACAA approval holders.
7. We equally advise that RPAS related contraventions may be reported to the South African Police Services ("SAPS"), as the SACAA may be limited in carrying out successful enforcement action, especially against persons who hold no SACAA issued approvals. SAPS officials are recognised, in terms of the Civil Aviation Act, 2009 (Act No. 13 of 2009), as authorised persons who are empowered to exercise law enforcement powers in RPAS related contraventions.
8. The contravention of the Civil Aviation Regulations, 2011 constitutes contraventions that may be punishable by way of administrative action or criminal action (Part 185.01.1 of CAR).
9. You are welcome to contact the SACAA for further information.

Regards,

LUVUYO SILANDELA
Manager: Enforcement and Exemptions (Acting)

4. The SAPS Codes

The SACAA letter also makes it clear that Private use, hobbyist, and illegal operators must be held accountable by SAPS in terms of its law enforcement mandate. Until recently, should a non- licensed (Illegal operator) partly transgress Part 101, there was no means to charge and prosecute an offence or an offender for a transgression, and therefore law enforcement was not possible. This was due to the Crime Administration System not yet having the required charge codes and thereby making it impossible to open a case with SAPS.

Pursuant to the South African Civil Aviation Act, 2009, (Act No.13 of 2009), and specifically Part 101 (Remotely Piloted Aircraft Systems) of the Civil Aviation Regulations (CARs), 2011, the Commercial Unmanned Aircraft Association of Southern Africa (CUAASA) on behalf of the Remotely Piloted Aircraft Systems (RPAS) industry, requested the creation of SAPS charge codes.

#	REG	DESCRIPTION OF OFFENCE	KEY WORDS
1	101.01.05	Sell Remotely Piloted Aircraft without notifying buyer of requirements prescribed in Document SA- CATS101 by packaging label/written notification.	Seller Notification Retail

			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
2	101.02.1(1)	Operation of Remotely Piloted Aircraft within the Republic without being issued letter of approval by the Director of Civil Aviation	RLA Registration Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
3	71.01.02(1)	Remote piloting Remotely Piloted Aircraft without undergoing skill test/ receiving flight instruction and not having valid Remote Pilot Licence.	Pilot License RPL Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
4	101.04.1(1)(a)	Operation of Remotely Piloted Aircraft Systems in commercial/corporate/ no-profit operations without valid Remote Operation Certificate and operations specifications.	Interest Advertising Gain Outcome Commercial Corporate Non-profit Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC

Table of Charge Codes / SAPS CAS

#	REG	DESCRIPTION OF OFFENCE	KEY WORDS
5	101.04.1 (1)(b)	Operating Remotely Piloted Aircraft Systems for commercial operations without air services licence issued in terms of Air Services Licensing Act.	Air services License ASL Air services Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC

6	101.05.2(a)	Use of public road as place of landing/take-off of Remotely Piloted Aircraft without being the holder of Remote Operation Certificate/approved by Director of Aviation in the Operator's operation manual.	Road Landing Take off Public Road
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
7	101.05.3(1)	Operation of Remotely Piloted Aircraft System in controlled airspace by non-holder of Remote Operation Certificate/without approval by Director in the operator's operations manual.	Controlled Airspace Airspace Airport
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
8	101.05.4	Release/dispense/drop/deliver/deploy object/substance from Remotely Piloted Aircraft without Remote Operation Certificate/approval of Director in operator's operation manual	Release object/substance Spraying dispense object/substance drop object/substance deliver object/substance deploy object/substance
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
9	101.05.5(1)	Carrying by Remotely Piloted Aircraft of dangerous goods as cargo without being holder of Remote Operation Certificate /approval of Director in the operations manual.	Cargo Carry Dangerous goods
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
10	101.05.10(3)(a)	Operation of Remotely Piloted Aircraft by non-holder of Remote Operation Certificate above 400ft above the surface without approval by Director of Civil Aviation.	Above 400ft Height restriction
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC

11	101.05.10(3)(b)	Operation of Remotely Piloted Aircraft by non-holder of Remote Operation Certificate within a radius of 10km from an aerodrome without approval by the Director of Civil Aviation.	Drone Within 10km Aerodrome Airport
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
12	101.05.10(3)(c)	Operation of Remotely Piloted Aircraft by non-holder of Remote Operation Certificate within restricted or prohibited airspace without approval by Director of Civil Aviation.	Restricted airspace Airspace Prohibited Airspace
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
13	101.05.10(3)(d)	Operate Remotely Piloted Aircraft adjacent/above nuclear power plant/ prison/police station/crime scene/court/national key point/strategic installation without Remote Operation Certificate or approval of Director.	Strategic Installation National Key Point Crime scene Nuclear Prison Police Station
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
14	101.05.11(1)	Operation of Remotely Piloted Aircraft beyond visual-line-of-sight by nonholder of Remote Operation Certificate/without approval by Director in operations manual.	visual-line-of-sight BVLOS
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
15	101.05.12(1)(b)	Operation of Remotely Piloted Aircraft at night without Remote Operation Certificate/without approval by Director of Civil aviation	At Night Night Ops Night flying
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC

16	101.05.13(a)	Operate Remotely Piloted Aircraft directly overhead person/group of people/within lateral distance of 50m from person without Remote Operation Certificate/approval of Director of Civil Aviation	50m from People Crowds 50m People Concerts Public spaces
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
17	101.05.14(1)(a)	Operation of Remotely Piloted Aircraft within lateral distance of 50m from structure/building without Remote Operation Certificate /approval of Director in operations manual.	50m from Structures 50m Building
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
18	101.05.15(a)	Operation of Remotely Piloted Aircraft by person over a public road, along the length of public road/distance less than 50m from public road without Remote Operation Certificate/approval of Director.	50m from public road 50m Road
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
19	101.05.16(1)	Operate Remotely Piloted Aircraft System without possession of functioning air-band radio tuned to frequency/ Air Traffic Service Unit (ATSU) providing services/control to such area/airspace/aircraft.	Radio Aircraft Traffic Airspace ATSU frequency
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC
20	101.05.18 (4)	Failure by pilot of Remotely Piloted Aircraft to pilot RPA in manner that minimizes hazards to persons/property on ground/other aircrafts in air.	Poor Pilot Skill Safety Minimize Hazzard Minimize
			Drones SACAA Approvals Operations Manual Remotely Piloted Aircraft ROC

5. Enforcement & Evidence

101.01.5 of the regulations

A seller has an obligation of informing a buyer of regulatory requirements of flying RPAS in South Africa. A seller must, by way of a packaging label, or in the case of the resale thereof, by way of written notification, notify the buyer of the requirements as prescribed in Document SACATS 101.

Information notice sample:

Operations as a hobbyist are subject to the terms of Part 94, whereas private use is restricted in terms of Part 101 of the Civil Aviation Regulations.

For private use –

- The RPAS may only be used for an individual's personal and private purposes where there is no commercial outcome, interest, or gain.*
- The RPA may only be operated over property for which the operator has ownership or permission.*
- The RPAS can only be used in Restricted Visual Line of Sight which means within 500m of the pilot, and never to exceed the height of the highest obstacle within 300m of the RPA, during which the pilot can maintain direct unaided visual contact with the device to manage its flight and collision avoidance; and*
- The pilot must observe all statutory requirements relating to liability, privacy, and any other laws enforceable by any other authorities.*

For all other use –

- the RPA must first be approved by the South African Civil Aviation Authority for use by way of an RPA Letter of Authority (RLA).*
- all RPAs must be registered by the South African Civil Aviation Authority prior to use.*
- an RPA may only be operated in terms of Part 101 of the South African Civil Aviation Regulations which includes specific requirements that the operator shall hold an RPA Pilot License.*

Dangers of negligent operation of an RPA

- Collision with other aircraft, with possible fatal results
- Injury to the public
- Damage to people's property
- Legal liability for breaking laws such as privacy by-laws and other laws enforceable by other authorities.

101.02.1 (1) of the regulations

Sample RPAS certificate of registration (C of R)

SOUTH AFRICAN CIVIL AVIATION AUTHORITY REPUBLIC OF SOUTH AFRICA		CAR47B
CERTIFICATE OF REGISTRATION		CERTIFICATE NUMBER [REDACTED]
1 Nationality and registration marks	2 Manufacturer and manufacturer's designation of aircraft DJI	3 Aircraft serial number
[REDACTED]	PHANTOM 4	[REDACTED]
4 Name of owner:	[REDACTED]	
5 Address of owner:	[REDACTED]	
6 It is hereby certified that the aircraft described above has been duly entered on the South African Civil Aircraft Register in accordance with the Convention on International Civil Aviation dated 7 December 1944 and with the Civil Aviation Regulations, 2011, as amended.		
7 NO ENDORSEMENTS		
Date of issue: 2019/07/17		
39746		
FOR DIRECTOR OF CIVIL AVIATION		

Sample RPAS Letter of Approval (RLA)



LETTER NO: ZT-WAV/00

REMOTELY PILOTED AIRCRAFT SYSTEMS LETTER OF APPROVAL

1. Nationality and registration marks	2. Manufacturer/Builder and designation of aircraft: DJI	3. Aircraft serial number
[REDACTED]	PHANTOM 4	[REDACTED]
4. This letter of approval is issued, pursuant to the Convention on International Civil Aviation, dated 7 October 1944, and the Civil Aviation Regulations, 2011, as amended, in respect of the above-mentioned RPAS, which is considered to be fit for flight, when maintained and operated in accordance with the foregoing and the pertinent operating limitations.		

5. Special conditions: Nil

6. Date of issue: [REDACTED]






7. Expiry: [REDACTED]

FOR DIRECTOR
[Signature]

FOR DIRECTOR OF CIVIL AVIATION

71.01.02 (1) of the regulations

Sample RPAS Pilot License (RPL) – “Red Book” or “Card”

 REMOTE PILOT LICENSE		I	State of Issue: SOUTH AFRICA (ZA)
 III Licence Number: [REDACTED] IV Last Name: [REDACTED] First Name: [REDACTED] ID/Passport Number: [REDACTED]		III	Licence Number: [REDACTED]
		IV	Last name: [REDACTED] First name: [REDACTED]
X For the Civil Aviation Authority:  Date: 15/07/2016		IVa	Date of birth: [REDACTED]
		V	Address: [REDACTED]
Date of issue: 11/08/2020 Time of issue: 04:55:52 PM Issued By: [REDACTED] Licence No: [REDACTED]		VI	Nationality: SOUTH AFRICAN (ZA)
Page: 1		VII	Signature of Holder: 
		VIII	Issuing Authority: SOUTH AFRICA Civil Aviation Authority
		XI	Stamp of Issuing Authority: 
Date of issue: 11/08/2020 Time of issue: 04:55:52 PM Issued By: [REDACTED] Licence No: [REDACTED]		Date of issue: 11/08/2020 Time of issue: 04:55:52 PM Issued By: [REDACTED] Licence No: [REDACTED]	
Page: 2		Page: 2	

XII Ratings	
Class / Type / IR	Remarks
VLOS	---
--- No further entries	--- No further entries ---
Category	Description
MR	Multirotor
A	Aeroplane
--- No further entries	--- No further entries ---
Restrictions	
---	---

II	Licence title	Date of Initial Issue	Country Code
	RPL	15/07/2016	ZA
IX	VALIDITY The holder of this licence is authorised to exercise the privileges of the licence, ratings and certificates as indicated herein on SA regulated RPAS. The licence is only valid if: (i) accompanied by a valid medical certificate issued in terms of Part 67 Expiry Date: [REDACTED]		
XII	Radiotelephony privileges: The holder of this licence has demonstrated competence to operate R/T equipment on board aircraft. R/T Licence Type: Restricted		
XIII	Remarks: Language Proficiency 6 valid until: Indefinite		

Date of issue: 11/08/2020
 Time of issue: 04:55:52 PM
 Issued By: [REDACTED]
 Licence No: [REDACTED]
 Page: 3

Date of issue: 11/08/2020
 Time of issue: 04:55:52 PM
 Issued By: [REDACTED]
 Licence No: [REDACTED]
 Page: 4



101.04.1 (1)(a) of the regulations Sample RPAS Operating Certificate (ROC)

SOUTH AFRICAN

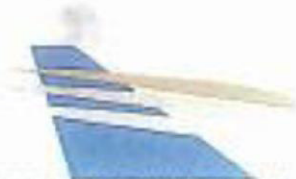


CIVIL AVIATION
AUTHORITY

OPERATING CERTIFICATE PART 101

State of the Operator SOUTH AFRICA		
Issuing Authority SOUTH AFRICAN CIVIL AVIATION AUTHORITY		
ROC No: [REDACTED]	Certificate #: [REDACTED]	Operator's Address: [REDACTED] [REDACTED] [REDACTED] Tel: [REDACTED] Cell: [REDACTED]
Expiry Date: [REDACTED]	Name of Certificate Holder: [REDACTED] [REDACTED]	
Main Base of Operation: [REDACTED] [REDACTED] [REDACTED]	Is the holder of air service licence: [REDACTED]	
The above holder of this certificate has been authorised to operate air service(s) in terms of the above license(s) held in accordance with: *the attached operations specifications. *the provisions of Part 101 of the Civil Aviation Regulations of 2011. *the provisions of the Air Service Licensing Act of 1990 (Act 115/1990) and the International Air Services Act of 1993 (Act 60/1993) as applicable		
Date of Issue: [REDACTED]		Executive: Aviation Safety Operations
Issued at: MIDRAND SOUTH AFRICA	SIGNATURE	NAME AND TITLE
	EXECUTIVE: AVIATION SAFETY OPERATIONS	
This certificate and its annex is issued without any alteration or erasure CAA/FOD/ROC000000257		


FO NO [REDACTED]



AIR SERVICES LICENSING COUNCIL
Private Bag 190, Pretoria, 0001
Forum Building, corner Struben and Beaman Street, Pretoria




REPUBLIC OF SOUTH AFRICA

AIR SERVICE LICENSING COUNCIL

AIR SERVICES LICENSING ACT, 1990 (ACT No. 115 OF 1990)

CLASS III AIR SERVICE LICENCE

Issued in terms of section 17(1) of Act No. 115 of 1990

Licence Number: 

 (PTY) LTD ()
Trading as
(Name of licensee)

has been authorized by the Air Service Licensing Council to operate the type(s) of air service(s) with the category(ies) of aircraft as specified hereunder:

G3, G4, G5 and G16 (RPAS)

Category(ies) of aircraft: A4, H1 and H2

Issued subject to the following conditions (section 16(5) and (6)):
This licence is valid subject to the following conditions: - (section 19 (b) and (c)):
On condition that the licensee commence with its operation within a period of 12 months from the day of issuance of a licence; and that the air service shall not be interrupted for a period exceeding 12 months; and on condition that the licensee is in possession of a valid Operating Certificate which is renewable annually.

Issued at PRETORIA on the 14 November 2018

for AIR SERVICE LICENSING COUNCIL

This Licence was issued without any alteration or erasure

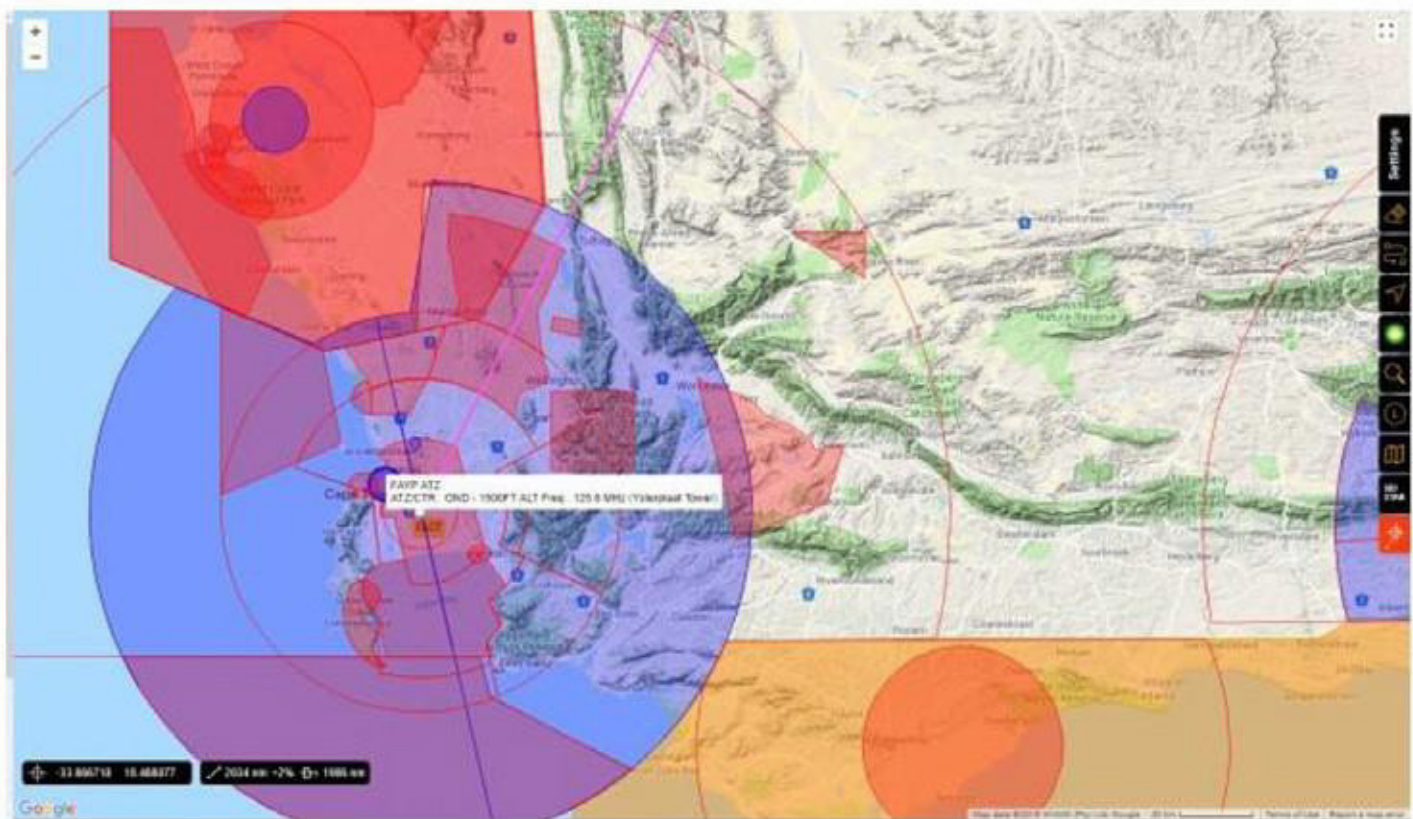
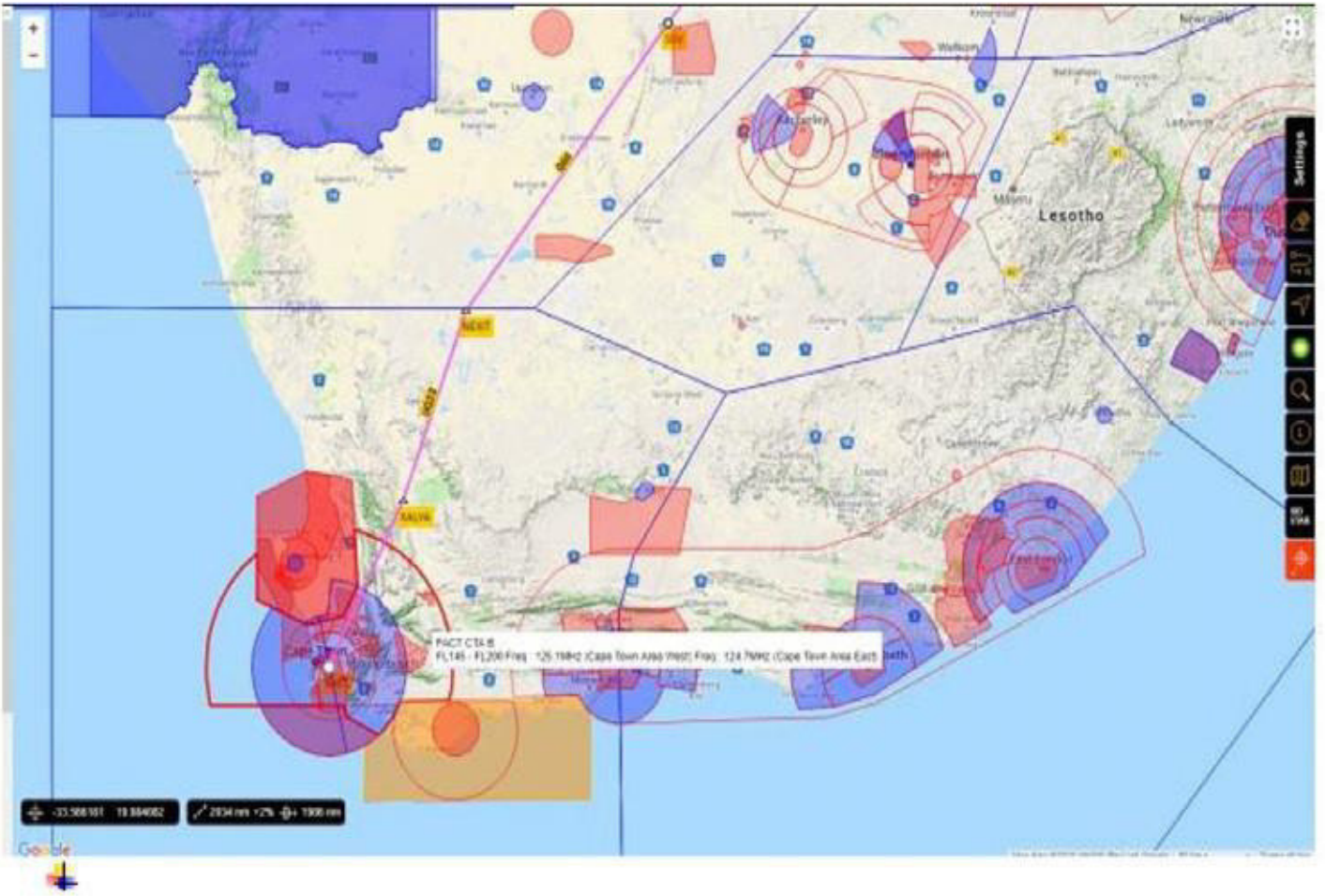
DEPARTMENT OF TRANSPORT
CIVIL AVIATION REGULATION
2018-11-14
PRETORIA
MUHASHO WA VHUENDI

OPERATIONS SPECIFICATIONS		ISSUE #: 16	
ISSUED BY THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY			
OPERATIONS SPECIFICATIONS			
These Operations Specifications forming part of the Operating Certificate are issued pursuant to Part 101 Subpart 4 of the Civil Aviation Regulations of 2011, as amended.			
ISSUING AUTHORITY CONTACT DETAILS. Telephone: +27 11 545 1000: Fax: +27 11 545 1465 E-mail: mail@caa.co.za			
ROC CERTIFICATE# [REDACTED]			
Approved Air Services and Type of operations as applicable			
Air Service	Class	License No	A/C Category
General Air Service	III	[REDACTED]	A4/ H1
Types of Air Service		G3, G4, G5, G16	
G3 – Aerial patrol, observation and survey (RPAS only)		G4 – Aerial recording by photographic or electronic means using the licensee's equipment to produce a pictorial end product (RPAS only)	
G5 – agricultural spraying, seeding & dusting (RPAS only)		G16 – Remotely Piloted Aircraft Systems	
Specific Approvals (Limitations)			
EVLOS	YES	B-VLOS	YES, Subject to CAMU authorisation
Dangerous Goods	NO		
Operations within controlled airspace	Approved Subject to CAMU authorisation and written permission from the relevant ATSU. All flights limited to a maximum height of 400ft AGL	Operations above 400ft AGL	Approved Subject to CAMU authorisation
Operations within restricted/prohibited airspace	Approved Subject to CAMU authorisation and written permission from the relevant authority, as applicable, SACAA approval required per operation	Night operations	Approved BVLOS
		Continued Airworthiness (RMT required for Class 3 or higher RPAS)	RMT #: [REDACTED] Contact: [REDACTED]
Other	Agricultural Operations: Crop Spraying		
OPERATIONS SPECIFICATIONS APPROVAL			
SIGNATURE	NAME IN BLOCK LETTERS		EFFECTIVE DATE
SENIOR MANAGER: FLIGHT OPERATIONS	CAA/FOD/OPSPEC 00000xxxx		
CA 101-C-01	24 February 2021		Page 1 of 5

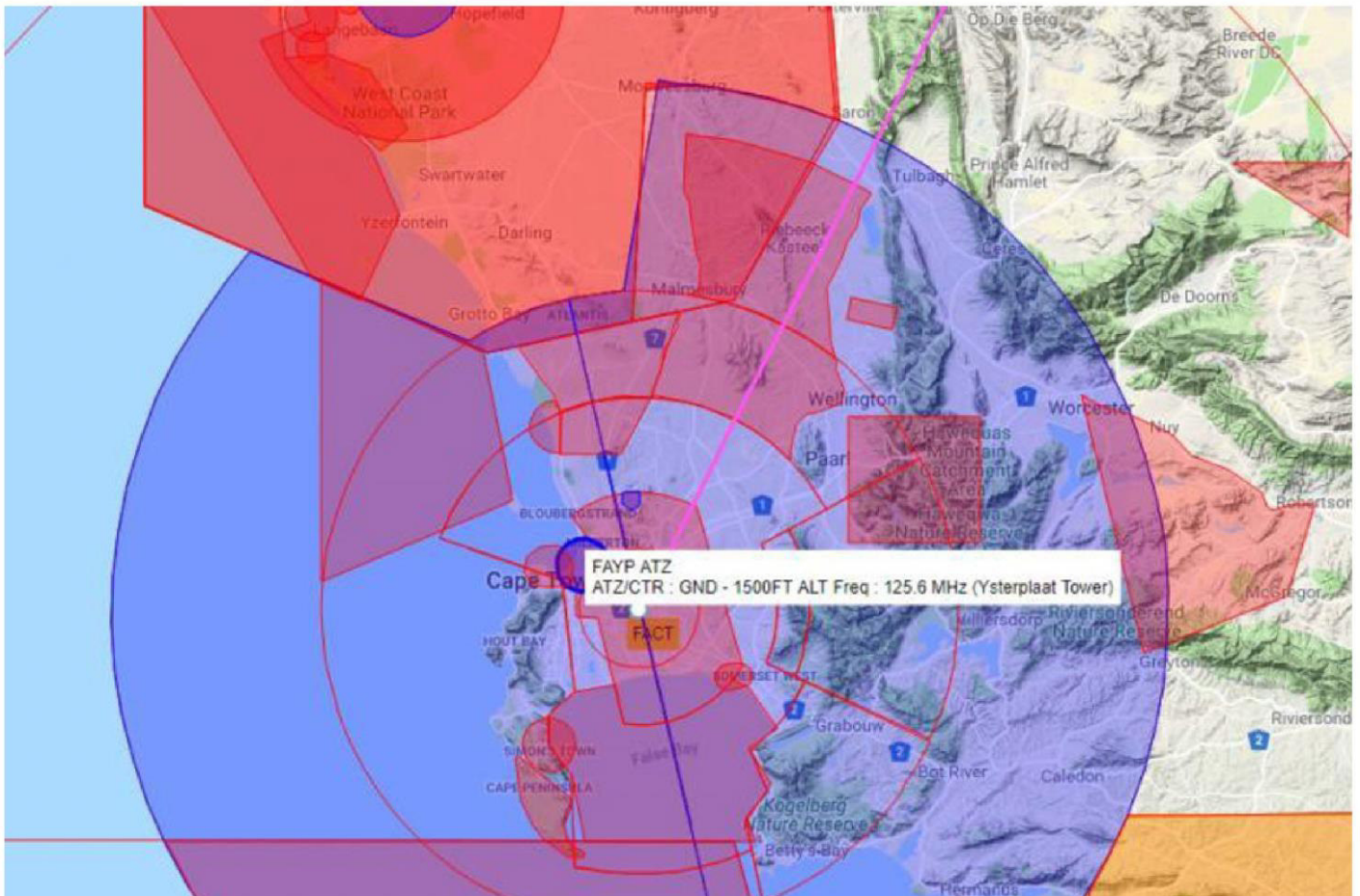
Areas of operation:		
South Africa		
Restrictions and Limitations		
<p>Named pilots for controlled airspace operations: RPL's to be trained in Controlled Airspace Principle's & Procedure's as per Part 3 of ROM</p> <p>Pilot/s approved for Agricultural Operations.</p>		
Limitations	Approval YES/NO	Notes
Operations where objects or substances will be released, dispensed, dropped, delivered or deployed from an RPA	YES	Agricultural Crop Spraying Operations only. PIC shall be holder of a valid Registered Pest Control Operator Certificate, in terms of The Fertilizers, Farm Feeds, Seeds and Remedies Act 36 of 1947 & Part 137.01.2 (1)(b)
Operations within a radius of 10kms from an aerodrome	YES	With written permission from the relevant authorities and ATSU, as applicable
Operations adjacent to or above a nuclear power plant, prison, police station, crime scene, court of law, national key point or strategic installation	YES	With permission from the relevant authorities, as applicable. SACAA approval is required per operation
Operations overhead any person or group of people or within a lateral distance of 50m	YES	All persons to be under the control of the operator or part of the operation.
Operations within a lateral distance of 50m from any structure or building	YES	With written permission from the relevant authorities, if necessary
Operations over a public road, along the length of a public road or at a lateral distance of less than 50m from a public road	YES	With written permission from the relevant authorities, if necessary
Use of a public road as a place of take-off or landing of an RPA	NO	With written permission from the relevant local authority, if necessary
Inclement weather operations	YES	In accordance with RPAS Manual

OPERATIONS SPECIFICATIONS APPROVAL		
SIGNATURE	NAME IN BLOCK LETTERS	EFFECTIVE DATE
SENIOR MANAGER: FLIGHT OPERATIONS	CAA/FOD/OPSPEC 00000xxxx	
CA 101-C-01	24 February 2021	Page 2 of 5

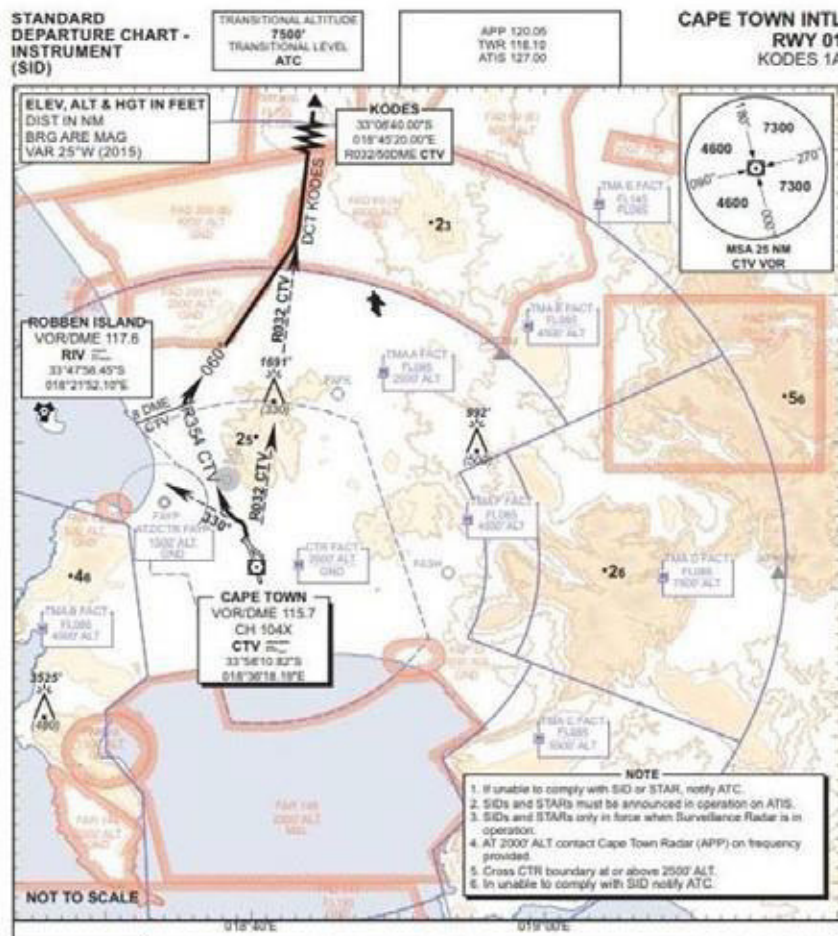
Example - South Africa visual map



Example - Cape town visual map



Example - Cape town aeronautical chart



- MA's receipt of this DECLARATION.



THE RIDGE ZIMBALI LAKES OWNERS ASSOCIATION

PET POLICY

ANNEXURE F

Zimbali Lakes Resort Management Association (ZLRMA) promotes holistic living and in that believes that allowing pets on the Resort is important. The keeping of pets, however, needs to be governed by a policy.

The Pet Policy principles are:

- To protect and maintain the natural environment of the Resort.
- To allow for a tranquil environment for Members, i.e low noise and nuisance value from Members, and their Pets.
- To maintain the safety of Members and their Pets.
- To develop enforceable rules

Pets may only be kept by Member and Long-Term Rentals.

The following Pets are allowed:

- A total of 2 Dogs or Cats in total per dwelling are permitted – there may be two dogs or two cats or one of each.
- Caged Birds (indoor only) (No Aerie's)
- Aquarium Fish (indoor only)

The following Pets are not allowed. (This list is not exhaustive)

- Power Breed Dogs
- Poultry
- Snakes/Reptiles
- Aviaries

General rules for dogs are as follows:

- Dog's inoculations are to be up to date and be kept as such eg annual Rabies injection.
- Only small to medium sized dogs are permitted.
- Dogs must be on a leash at all times, when on the Resort.
- Any waste deposited by the dog on any common area shall be immediately removed by the Member and properly disposed.
- Dogs may not be left unattended at home, for a period longer than 24hrs.
- No Dogs are permitted in any water courses or water bodies within the Resort.
- Properties must be fenced in accordance with the ZLRMA Architectural Design Code.
- All Dog Kennel designs, and location thereof must be approved by the Design Review committee.

Registration of Pets:

Owners wishing to apply for permission to have pets in the Resort must complete the prescribed pet application section on the Owners Information form, available from the ZLRMA office.

The form needs to be accompanied by a photograph of each pet, and proof of annual and rabies inoculations, sterilisation and microchip details. Applicants should allow ± 2 weeks for the approval process to be completed.

Nonregistered pets are not permitted on the Estate and will be removed, and a Penalty added to the Member's levy account.

Visitors are not permitted to bring any pet/s onto the Resort, unless they have complied with the rules governing pets, and obtained prior written permission from the ZLRMA.

Identification and Control of Pets:

All cats and dogs must wear a collar with a name and contact telephone number. They are to be microchipped by a registered vet, at the expense of the pet owner. The data on the chip is to include the pet's name, breed, owners phone number and physical address.

Acceptable Behaviour of Owners and Pets:

No pets should be allowed by their owners to become a nuisance or cause a disturbance or annoyance to other Members. It is natural for dogs to bark occasionally; however excessive barking becomes a nuisance.

Under no circumstances are pets permitted to chase the waterfowl, birds or any other wildlife. A dog barking continuously or a cat straying into other properties or houses is unacceptable behaviour, and pet owners need to manage their pets through proper care and attention. If pets are left alone during the day the pet owner must make a conscious effort to ensure that they are confined in a comfortable area and have adequate shade and drinking water.

Pet fencing with 'static collars' and any 'shock type devices' are prohibited by the ZLRMA and the SPCA. (Under the Animal Protection Act of South Africa Act 71 of 1962, Section 2.1.F.)

Tethering of Animals – Under the Animal Protections Act of South Africa Act 71 of 1962, Section 2.1.B. To confine, chain, tether or secure any animal unnecessarily or under such conditions or in such a manner or position as to cause that animal unnecessary suffering or in any place which affords inadequate space, ventilation, light protection, or shelter from heat, cold or weather; is prohibited.

Any dog which is found at large and unattended on the common property in a diseased state and apparently ownerless may be seized and impounded. If found dangerous, vicious or diseased, it may be destroyed in terms section 5 of the Animal Protection Act, (Act No. 71 of 1962).

Under no circumstances are pets permitted to chase the waterfowl, birds or any other wildlife.

NO PETS ALLOWED IN TATALI



NOISE POLICY

ANNEXURE G

1 INTRODUCTION

The ZLRMA is responsible for the implementation of this Noise Policy/Regulations, in order to ensure a harmonious environment across the Resort.

Noise is usually identified as a potential problem in some areas and some areas and activities will generate and emanate noise, which could be deemed by another Member as an unreasonable disturbance.

The purpose of this Noise Policy is to minimize the environmental noise impact, keeping in mind, that common courtesy of those around us is a must, hence the requirement to avoid unreasonable disturbances.

2 DEFINITIONS

In this document, a word or expression to which a meaning has been assigned in the Environment Conservation Act, 1989 (Act 73 of 1989), or the relevant Standards South Africa publication (SANS) has the meaning so assigned and, unless the context indicates otherwise-

“ambient noise” means the all-encompassing sound in a given situation at a given time, measured as the reading on an integrated impulse sound level meter for a total period of at least 10 minutes including noise alleged to be a “disturbing noise” as defined below;

“authorised person” or “investigator” means a designated person;

“commercial properties” means the properties zoned for commercial, retail or business purposes, being a Clubhouse, Offices, or related Facilities, Sports Facilities, Hotel, Shops and related facilities and also including all Member related Facilities;

“DBA” means the sound pressure level measured in decibels which is A-weighted to approximate the response of the human ear;

“designated person” means a person designated or appointed by ZLRMA to measure noise;

“disturbing noise” means a noise which-

- (a) exceeds the rating ambient noise level by 7 dBA.
- (b) in the case of a low-frequency noise, causes a nuisance to the receiver and is confirmed by the investigator;

“emergency” means a situation that arises suddenly and involves imminent or actual-

- (a) danger to persons; or
- (b) damage to property or the environment and which demands immediate action;

“low-frequency noise” means sound which contains sound energy at frequencies predominantly below 100 Hz;

“noise sensitive activity” means any activity that could be negatively affected by noise, including residential, healthcare, educational or religious activities;

“person” includes a juristic person;

“premises” means a piece of land or any building or part of a building, place of residence, tent or other structure;

“property projection plane” means a vertical or horizontal plane, whichever is applicable, on a boundary line of premises defining a boundary of the premises in space;

“public event” means any event-
an outdoor event at which any amplified music is played or reproduced;

“rating level” means the level stated in 18.1.1 (Table 3)

“residual noise” means the all-encompassing sound in a given situation at a given time, measured as the reading on an integrated impulse sound level meter for a total period of at least 10 minutes excluding noise alleged to be causing a disturbing noise;

“SANS 10103” means the latest edition of Standards South Africa publication No. 10103 titled “The measurement and rating of environmental noise with respect to annoyance and to speech communication”, as amended from time to time, or its corresponding replacement;

“SANS 658” means the latest edition of Standards South Africa publication No. 658 titled “Integrating-averaging sound level meters”, as amended from time to time, or its corresponding replacement;

“sound level” means the equivalent continuous rating level as defined in SANS 10103, taking into account impulse, tone and night-time corrections;

“vehicle” means any device designed or adapted mainly to travel on wheels or crawler tracks, whether self-powered or not, including-

- (a) a motor vehicle;
- (b) a motorcycle;
- (c) an off-road vehicle, such as a scrambler, quad bike, or dune buggy; and
- (d) a model vehicle;

“vessel” means any watercraft, including

- (a) a jet ski;
- (b) a ski boat.

“ZLRMA” means the Zimbali Lakes Resort Management Association

3 PROHIBITIONS OF DISTURBING NOISE

A person may not-

- (a) cause a disturbing noise; or
- (b) allow a disturbing noise to be caused by any person, animal, machine, device, apparatus, vehicle, vessel or model aircraft, or any combination thereof.

4 NOISE FROM MACHINERY IN MEMBERIAL AREAS

4.1 A person may not use a pool pump, irrigation pump, refrigeration unit, or any heating, ventilation or air-conditioning equipment, or any similar device, in a Residential area if the noise on the property projection plane exceeds 50 dBA or exceeds the residual noise level by more than 5 dBA, except if authorised by ZLRMA or in an emergency.

4.2 All personal stand-by generator installations are subject to ZLRMA’s Noise Policy with regard to stand-by diesel generators as prescribed.

5 PLACES OF NIGHT-TIME ENTERTAINMENT

5.1 A person may not conduct any night time entertainment involving amplified sound, on or from any premises, unless the premises are soundproofed sufficiently so that a disturbing noise will not be caused outside the property projection plane of the premises.

5.2 ZLRMA may require the above person or person(s) to provide proof of the reasonable soundproofing or may require access to the premises to assess the efficacy of the soundproofing.

6 EVENTS

6.1 A person may not stage a public event within Zimbali Lakes Resort boundaries, without a written exemption issued by ZLRMA.

6.2 If ZLRMA has reason to believe that a proposed event could cause a disturbing noise it may instruct the person intending to host the event in writing to apply for an exemption in terms of this Noise Policy.

6.3 A person may not stage an event in respect of which ZLRMA has given an instruction contemplated in sub-regulation (5) without a written exemption issued by ZLRMA in terms of this Noise Policy.

6.4 All undue noise (including loud music) must cease between 22h00 – 06h00, Monday to Sunday, including public holidays.

6.5 On weekends, mechanised equipment, including but not limited to lawnmowers, edge trimmers, leaf blowers and power tools, may only be used on the Resort on Saturdays between 08h00 and 13h00 and not at all on Sundays and Public Holidays. The aforementioned excludes Golf Course maintenance.

7 DESIGNATION OF EMPLOYEES TO PERFORM NOISE CONTROL FUNCTIONS

7.1 ZLRMA shall:

- (a) designate an Employee of ZLRMA with the necessary competencies who must be responsible for the administration of this Noise Policy within Zimbali Lakes Resort.

8 PROCEDURE FOR CONTROL OF NOISE

- 8.1 When a person lodges a complaint of a suspected disturbing noise to ZLRMA, a designated person must-
- (a) investigate the complaint in accordance with the provisions of this Policy and determine whether it is a disturbing noise;
 - (b) if a noise is a disturbing noise, issue written instructions to-
 - (i) the person causing the noise or who is responsible for the noise; or
 - (ii) the Member, Tenant, Occupant, or Person in charge of the premises concerned, to cease the disturbing noise or to mitigate it to a level conforming to the requirements of these regulations within the period specified in the instructions.
- 8.2 If, after a warning, the Member / Person responsible does not desist from creating the disturbing noise, the authorised Person may impose a Penalty in accordance with this document, without prejudice, to the right of ZLRMA, or any other Person, to request the relevant Municipal and/or Law Enforcement Officials to step in and take action to deal with the noise nuisance.
- 8.3 Anonymous complaints will not be entertained or investigated by ZLRMA.

9 GENERAL POWERS OF ZLRMA AND AUTHORISED PERSONS

- 9.1 ZLRMA may-
- (a) impose conditions when granting any permission or exemption in terms of this Noise Policy; and
 - (b) place sound-level measuring instruments or similar devices, and road signs or notices related to noise, at any place within Zimbali Lakes Resort.
- 9.2 A ZLRMA Authorised Person may, in respect of a complaint of a disturbing noise, enter any premises to conduct any appropriate examination, inquiry or inspection. This inspection must be in accordance with the requirements of this Noise Policy.
- 9.3 An authorised person may not enter any privately owned property for the purposes of evaluation of the noise except with the consent of the Member or person in charge of that property. Members acknowledge that this requirement may impede ZLRMA's implementation or application of this Noise Policy.

10 EXEMPTIONS

- 10.1 ZLRMA may on good cause, exempt any Person, or Venue, from any provision of these regulations-
- (a) on its own initiative; or
 - (b) on application by any person.
- 10.2 The applicant must-
- (a) provide full reasons for the application; and
 - (b) in a manner determined by ZLRMA, solicit written comment regarding the application.
- 10.3 The process referred to above must afford an opportunity to potential interested and affected parties to submit written representations on the proposed exemption, and the applicant may comment in writing on any representations received.
- 10.4 ZLRMA must in writing, after considering an application or a proposal for the granting of an exemption, where applicable-
- (a) grant an exemption and set out the conditions, if any, in terms of which the exemption is granted; or
 - (b) refuse to grant an exemption and upon request provide reasons for the refusal; or
 - (c) require a noise impact assessment in terms of SANS 10328 before making a decision referred to in paragraph (a) or (b). 10.5

The conditions of this exemption may include, where applicable--

- (a) the period for which the exemption is granted, including the times and days when acts that may cause noise are exempted;
 - (b) an appropriate notice which must be placed in a clearly visible position at each public entrance to the premises;
 - (c) whether noise levels must be monitored and, if so, the manner in which it must be done and how records must be kept for inspection; and
 - (d) any other conditions of the exemption.
- 10.6 ZLRMA may on exempt
- (a) on its own initiative; or
 - (b) on application by the holder of the exemption.
- 10.7 An application in terms of an exemption for noise must be in writing and accompanied by a motivation for the amendment.
- 10.8 Upon receipt of an application for exemption, ZLRMA

- (a) must consider whether approving the application is likely to adversely affect the rights or interests of other parties; and
- (b) may for that purpose request the applicant to furnish additional information.

10.9 If any condition of an exemption is not complied with, ZLRMA may-

- (a) instruct the responsible person to comply with that condition; or
- (b) suspend or withdraw the exemption forthwith.

10.10 A written exemption must be kept on the premises for which it is granted or in the possession of the exemption holder, for inspection by ZLRMA or an authorised person upon request.

11 OFFENCES AND PENALTIES

11.1 A Person commits a breach of ZLRMA's Noise Policy if he or she-

- (a) contravenes or fails to comply with the requirements of this document.
- (b) fails or refuses to comply with a written condition, written instruction or written notice imposed, given or issued by ZLRMA or an authorized person in terms of these regulations;
- (c) tampers with, removes, puts out of action, damages or impairs the functioning of any object used or placed in position by or on behalf of ZLRMA or an authorised person for the purposes of this Noise Policy, including a noise monitoring system, noise limiter, sound-level measuring instrument or acoustic device, or a road sign or notice related directly or indirectly to noise;
- (d) hinders, obstructs, fails, or refuses to grant admission to an authorized person to enter and to inspect any property or premises as required in terms of this Noise Policy;
- (e) fails or refuses to give information to an authorized person, which may lawfully be required of him or her by that authorised person;
- (f) hinders or obstructs an authorized person in the execution of his or her duties; or
- (g) gives false or misleading information to an authorized person knowing that it is false or misleading.

11.2 A person guilty of a breach of this Noise Policy is liable to a Penalty in such amounts as per the penalty schedule. Refer to **Annexure B**. The ZLRMA may from time to time determine without prejudice to the right of any other person to request the relevant municipal and/or law enforcement officials to step in and take action to deal with the noise nuisance. The ZLRMA are also empowered to escalate the penalties imposed in respect of repeat and/or continuing transgressions.

A person guilty of a breach who persists in the act or omission which constituted the breach will be deemed to be committing a continuing breach and will be liable for further penalties escalating for every hour that the breach persists and in such amount/s as the ZLRMA may from time to time determine.

11. **No delivery vehicles shall be permitted to stay overnight within the Estate or on the roadways giving access thereto.**
12. **The resident shall be responsible for any costs incurred as a result of damages to any of the services on the Estate which may occur during the delivery / collection of furniture, and it shall be incumbent upon them to claim any such damage claims back from their contractors.**
13. **ZLR shall not accept any liability for claims arising from demurrage or delays or any other reason, where the rules are enforced.**
14. **It is incumbent upon the resident to dispose of any boxes or packing materials, these items may be included in Recycling collection, if available. All cardboard boxes need to be fattened.**

I/We hereby acknowledge the above rules and agree that I and my contractors will abide by them.

SIGNATURE OF OWNER

DATE

OWNER IDENTITY NUMBER

ZLR HOA AUTHORISATION

DATE

THE RIDGE, ZIMBALI LAKES OWNERS ASSOCIATION

Zimbali Sales Centre, 500 Zimbali Lakes, Zimbali, 4422, KwaZulu-Natal
P O Box 12, Zimbali, 4422, South Africa. Tel: +27 32 940 3000

Trustees W Krambeck, K Pillay, J Maehler, P Khumalo, W Coetzee



ACCESS APPLICATION FOR LONG TERM RENTALS

ANNEXURE I

Access Driver

Pedestrian

Unit Number: _____

Unit Owners Name: _____

Contact person: _____ Tel: _____

Documentation to Accompany Form	Yes	No
Original ID / Passport		
Signed Lease Agreement		
POP for Access Control Admin Fee		

Copies of ID Documents and signed lease agreement to be submitted to Access Office on date of application.

Residents Name: _____

Contact person: _____ Tel: _____

ZIMBALI LAKES RESORT MANAGEMENT ASSOCIATION

Zimbali Sales Centre, 500 Zimbali Lakes, Zimbali Lakes, 4422, KwaZulu-Natal
P O Box 12, Zimbali, 4422, South Africa. Tel: +27 32 940 3000

Trustees: W Krambeck, K Pillay & J Maehler

Office Use Only

ACCESS CATEGORY

Access Category	
-----------------	--

**Their access will fall within the parameters of the selected access groups, unless otherwise stipulated.
Due to the access being job specific access for the following duration is authorised:**

Access Period Authorised	From Date	To Date

**Authorised by
Name / Signature**

Date:



ZIMBALI SPORTS CLUB APPLICATION FORM



ANNEXURE K

I, the undersigned (insert name of main member): _____

Owner of (insert Zimbali Lakes Property Description): _____

MEMBER	FULL NAME	DOB	CONTACT NUMBER	EMAIL
MAIN				
SPOUSE				
DEPENDANT 1				
DEPENDANT 2				
ADDITIONAL DEPENDANT				
ADDITIONAL DEPENDANT				
ADDITIONAL DEPENDANT				

Class of Membership (indicate with a cross)

NOTE: All Owners of the Zimbali Lakes Resort shall be required to have Silver Membership of the ZSC as a minimum.

SILVER

GOLD

PLATINUM

As a member of the ZSC we agree to be bound by the Rules and Regulations in force from time to time and the summary of membership rights and charges set out in Annexures C.

Signature

Date

ANNEXURE C



ZIMBALI SPORTS CLUB



MEMBERSHIP CATEGORY												
	SILVER			GOLD			PLATINUM			TATALI		
ZONE	JOINING FEE	ANNUAL SUBSCRIPTION	PER ADDITIONAL DEPENDANT	JOINING FEE	ANNUAL SUBSCRIPTION	PER ADDITIONAL DEPENDANT	JOINING FEE	ANNUAL SUBSCRIPTION	PER ADDITIONAL DEPENDANT	JOINING FEE	ANNUAL SUBSCRIPTION	PER ADDITIONAL DEPENDANT
RIDGE	R50 000	R7 000	R500	R50 000	R9 000	R500	R50 000	R12 000	R500			
BOULEVARD 1 BED	R20 000	R4 000	R500	R20 000	R5 000	R500	R20 000	R7 000	R500			
BOULEVARD 2 BED	R35 000	R5 500	R500	R35 000	R7 000	R500	R35 000	R9 500	R500			
BOULEVARD 3 BED	R50 000	R7 000	R500	R50 000	R9 000	R500	R50 000	R12 000	R500			
OCEAN CLUB 1 BED	R20 000	R4 000	R500	R20 000	R5 000	R500	R20 000	R7 000	R500			
OCEAN CLUB 2 BED	R35 000	R5 500	R500	R35 000	R7 000	R500	R35 000	R9 500	R500			
OCEAN CLUB 3 BED	R50 000	R7 000	R500	R50 000	R9 000	R500	R50 000	R12 000	R500			
TATALI										R100 000	R24 000	R1000

- * Membership includes spouse and 2 dependant children.
- * Dependant is a person of 21 years and younger.
- * The additional dependant option is for households with more than 2 children and only applicable to direct dependants of the main member.
- * All owners of Zimbali Lakes Resort shall be required to have a Silver Membership, of the Zimbali Sports Club (ZSC) as a minimum.
- * All fees vary according to the number of bedrooms in certain associations as per the above schedule.
- * All memberships shall be liable for annual subscriptions to the ZSC, which amount shall be subject to change from time to time.
- * All joining fees are payable prior to transfer of the applicable property, and are subject to change from time to time.
- * Subscription fees shall be payable at the beginning of the ZSC financial year.
- * All prices are exclusive of VAT.

All Owners of the Zimbali Lakes Resort (except for Tatali members) shall be required to have Silver Membership of the ZSC as a minimum.

SILVER MEMBER

1. A Silver member shall be entitled to the use and enjoyment of:
 - a) Restaurant facilities
 - b) Bar facilities
 - c) The lounges
 - d) General recreational facilities
 - e) Swimming pool/s
 - f) Forest walks / trails

Which are subject to any applicable rules and regulations of the ZSC excluding the golf facilities and shall be entitled to a discount at all food and beverage outlets within the ZSC.

2. The spouse and 2 dependents of a Silver Member shall be entitled to use and enjoy the facilities of the ZSC on the same basis as applicable to the Silver Member through whom they derive their said rights.
3. Should a family have more than 2 dependent children, an additional fee as per the tariff will be applicable to each dependent child from the 3rd child.
4. A Silver Member shall be required to pay a Joining Fee, which amount shall be subject to change from time to time.
5. A Silver Member shall be liable for the payment of annual subscriptions to the ZSC (varies according to number of beds), which amount shall be subject to change from time to time.
6. A Silver Member shall not be entitled to Membership of the golf or sporting sections of the ZSC or to any discount on green fees or fees related to any other sporting facilities of the ZSC.

GOLD MEMBER

1. A Gold Member shall be entitled to the use and enjoyment of:
 - a) Restaurant facilities
 - b) Bar facilities
 - c) The lounges
 - d) General recreational facilities
 - e) Swimming pool/s
 - f) Forest walks / trails
 - g) Gym
 - h) all other sporting facilities, excluding golf

which are subject to any applicable rules and regulations of the ZSC excluding the golf facilities and shall be entitled to a discount at all food and beverage outlets within the ZSC.

2. The spouse and 2 dependents of a Gold Member shall be entitled to use and enjoy the facilities of the ZSC on the same basis as applicable to a Gold Member through whom they derive their said rights.
3. Should a family have more than 2 dependent children, an additional fee as per the tariff will be applicable to each dependent child from the 3rd child.
4. A Gold Member will pay a Joining Fee, which amount shall be subject to change from time to time.
5. A Gold Member shall be liable for the payment of annual subscriptions to the ZSC (varies according to number of beds), which amount shall be subject to change from time to time.

PLATINUM MEMBER

1. Platinum Membership shall be entitled to the use and enjoyment of:
 - a) Restaurant facilities
 - b) Bar facilities
 - c) The lounges
 - d) General recreational facilities
 - e) Swimming pool/s
 - f) Forest walks / trails
 - g) Gym
 - h) All other sports facilities
 - i) Golf membership

which are subject to any applicable rules and regulations of the ZSC and shall be entitled to a discount at all food and beverage outlets within the ZSC.

2. The spouse and 2 dependents of a Platinum Member shall be entitled to use and enjoy the facilities of the ZSC on the same basis as applicable to a Platinum Member through whom they derive their said rights.
3. Should a family have more than 2 dependent children, an additional fee as per the tariff will be applicable to each dependent child from the 3rd child.
4. A Platinum Member will pay a Joining Fee, which amount shall be subject to change from time to time.
5. A Platinum Member shall be liable for the payment of annual subscriptions to the ZSC (varies according to number of beds), which amount shall be subject to change from time to time.
6. A Platinum member shall be entitled to a Member Rate on green fees.
7. A Platinum Member shall be entitled to use all of the facilities of the ZSC subject to the rules and regulations pertaining thereto.

TATALI MEMBER

TATALI MEMBERSHIP IS EXCLUSIVE TO THE OWNERS IN THE TATALI PRECINCT

1. TATALI Membership shall be entitled to the use and enjoyment of::
 - a) Restaurant facilities
 - b) Bar facilities
 - c) The lounges
 - d) General recreational facilities
 - e) Swimming pool/s
 - f) Forest walks / trails
 - g) Gym
 - h) All other sports facilities
 - i) Golf membership
 - j) Exclusive use of the Tatali Leisure Facility

which are subject to any applicable rules and regulations of the ZSC and shall be entitled to a discount at all food and beverage outlets within the ZSC.

2. The spouse and 2 dependents of a Tatali Member shall be entitled to use and enjoy the facilities of the ZSC on the same basis as applicable to a Tatali Member through whom they derive their said rights.

3. Should a family have more than 2 dependent children, an additional fee as per the tariff will be applicable to each dependent child from the 3rd child.
4. A Tatali Member will pay a Joining Fee, which amount shall be subject to change from time to time.
5. A Tatal Member shall be liable for the payment of annual subscriptions to the ZSC (varies according to number of beds), which amount shall be subject to change from time to time.
6. A Tatali member shall be entitled to a Member Rate on green fees.
7. A Tatali Member shall be entitled to use all of the facilities of the ZSC subject to the rules and regulations pertaining thereto.

RIDGE ZIMBALI LAKES OWNERS ASSOCIATION OWNER INFORMATION FORM



ANNEXURE L

OWNERS DETAILS

ERF / UNIT NUMBER: _____

OWNER TYPE: PRIVATE COMPANY FRACTIONAL OWNERSHIP TRUST

Intended Use

OWNERSHIP DETAILS

Principal owner name:	
Gender:	
Identity Number:	
Fax Number:	
Mobile Number:	
Email Address:	
Physical Address: (if ZLR not primary)	
Role in Household (Husband/Wife/Child):	

Family member:	
Gender:	
Identity Number:	
Fax Number:	
Mobile Number:	
Email Address:	
Physical Address: (if ZLR not primary)	
Role in Household (Husband/Wife/Child):	

Family member:	
Gender:	
Identity Number:	
Fax Number:	
Mobile Number:	
Email Address:	
Physical Address: (if ZLR not primary)	
Role in Household (Husband/Wife/Child):	

Family member:	
Gender:	
Identity Number:	
Fax Number:	
Mobile Number:	
Email Address:	
Physical Address: (if ZLR not primary)	
Role in Household (Husband/Wife/Child):	

RIDGE ZIMBALI LAKES OWNERS ASSOCIATION OWNER INFORMATION FORM



Do you intend using property as/for:

Primary residence

Long-term letting

VEHICLES

How many vehicles require access: 1 2 3 4

Vehicle 1 make:	
Vehicle colour:	
Registration Number:	
Licence Registration Number:	
Licence Expiry:	
Owned by:	

Vehicle 2 make:	
Vehicle colour:	
Registration Number:	
Licence Registration Number:	
Licence Expiry:	
Owned by:	

Vehicle 3 make:	
Vehicle colour:	
Registration Number:	
Licence Registration Number:	
Licence Expiry:	
Owned by:	

Vehicle 4 make:	
Vehicle colour:	
Registration Number:	
Licence Registration Number:	
Licence Expiry:	
Owned by:	

PETS (Note: Short term letters are not allowed pets)

Do you own pets? Dog Cat

Breed: _____

Name: _____

Gender: Male Female

Owned by: Owner Tenant

Weight: _____

Is your pet microchipped? Yes No

Chip number (Mandatory): _____

Is your pet sterile? Yes No

Vet Information

Inoculation certificate: Yes No

Inoculations up-to-date: Yes No

Vet Name: _____

Vet Contact Number: _____