

Palmero Investments (Pty) Ltd t/a Ezulwini Berg Resort - Rules and Regulations

The Rules and Regulations hereinafter enumerated as to the Company property, common areas, and chalets shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, employees and persons over who they exercise control and supervision. Said initial Rules and Regulations are as follows:

1. Right of admission reserved. The right is reserved to order any guest off the premises who renders him/herself guilty of violating any of the general rules regarding accommodation and utilization of facilities or of any indecent or any other form of misconduct WITHOUT any refund on prepaid accommodation.
2. Employees of the Association shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner, attempt to assert control over the employees of the Association.
3. No unit owner shall make or permit any disturbing noises by himself, his family, employees, agents, visitors and licensees: nor do or permit anything by such persons that will interfere with rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a photograph, tape player, TV, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the Condominium. All occupants shall lower the volume as to the foregoing from 09:00pm to 8:00am each day.
4. No installations or alterations shall be made without the written consent of the Board of Directors.
5. Complaints regarding the service of the resort shall be made in writing to the Managers and cc to the Boards of Directors and sent to management@ezulwiniresort.co.za.
6. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common elements except such as are required for normal household use. Braai stands and fireplaces should be used in a safe manner. Fires are limited to designated braai stands only, and must be attended at all times.
7. The Board of Directors of the Association, reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the shareholders. These additional Rules and Relations shall be binding of all other Rules and Regulations previously adopted.
8. Rules and Regulations as to the use of the pool and facilities shall be posted as specified in the resort rules and regulations and each shareholder shall observe all Rules and Regulations relating thereto. NO LIFEGUARD AT POOL - CHILDREN UNDER 12 MUST BE SUPERVISED.
9. All owners of unit weeks in Resort Units committed to interval ownership shall vacate their units no later than on the last day of their ownership period. No such owner shall take possession of his unit earlier than on the day of which his ownership period commences.
10. Overnight occupancy except for children under age 2, shall be limited: 8 sleeper units: 8 persons, 6 sleeper units: 6 people, 4 sleeper units: 4 people and 2 sleeper units: 2 people at any one time without the written approval of the Board of Directors.
11. Occupancy of site is restricted to the registered guests only. All visitors must register with the office before entering into the community. Residents at the resort are responsible for the behaviour of their guests.
12. All other visitors will be charged a visitor fee. *Visitors may not bring pets with them.* No visitors admitted to area after 16h00. Day visitors must be out of area by 16h30.
13. The MAXIMUM SPEED LIMIT in the Resort is 15 km/h and applies to moving vehicles of any type or size. Anyone operating a motor vehicle must have a valid driver's license.
14. Please limit your driving to necessity. Most areas of the Resort are a five-minute walk. Quad-bikes, motorized scooters, and any other recreational vehicles of this type are strictly prohibited. Bicycles must be returned to the office/security by DUSK. Use caution when riding outside the resort property.
15. Respect other guests and their property. Use roads and trails rather than cutting through sites.
16. Do not cut on or down any trees or plants on the sites or in the wilderness area. Anyone destroying any property or trespassing on posted property shall be responsible for the damages and shall be evicted immediately.
17. All vehicles must park in designated spaces only. Parking on the grass or in unauthorized areas is not permitted.
18. Washing of any vehicles on sites without the Resort Management's approval is prohibited. Working on vehicles is prohibited.
19. No firearms of any kind, including pellet guns or any item that projects any projectile are allowed in the Resort.
20. The occupant is responsible for the contents of the chalets and should check the inventory immediately when moving in. Any shortage or breakages should be reported to the office or the gate attendant immediately after arrival. When checking out, the doors should be locked and the keys handed in at the office or gate.
21. No pets shall be allowed on the Association's property or in any Condominium unit. This policy will be strictly enforced. If a pet of any kind is found, it must be removed immediately. Owner or occupant shall be liable for any damages caused by the animal, including carpet cleaning/replacement, additional cleaning and

- pest treatment, even if not discovered until up to 30 days after vacating. Each day of violation of this rule shall be a separate occurrence. A pet shall be presumed to have arrived on the date of check-in unless conclusively proven otherwise. A fine of R500 shall be levied for first two violations of this rule in any one year period, and a fine of R250 for each violation thereafter. All fines shall be in addition to pet clean-up fees. Any person against whom a fine or damage assessment is levied may appeal to the Board of Directors by written appeal postmarked within ten days of the written levy, of same, directed to the manager. All appeals shall be heard at the next scheduled meeting of the Board of Directors, and its decisions shall be final.
22. Check-in time is 14h00 each day. Check-out is 10h00. Please make sure you observe the check-out time of 10:00AM. Other guests may be checking into your site, and we need to prepare it for their arrival. If you'd like to depart late, check with the office to see if the site is available for a late departure.
 23. Security officers are here to assist you. They patrol 24 hours a day. Security officers may be reached contacting the Gatehouse at the Main Entrance. Please report any problems at the resort, or in your chalet, to the Reservations Office or Security immediately.
 24. Secure your personal property/valuables. We are not responsible for lost, stolen, left behind items, or damages.
 25. Parents are responsible for the actions of and the safety of their children. Adult registrants are responsible for the actions of all of the occupants, guests and invitees of their unit/vehicle in the community.
 26. Excessive drinking, intoxication, or drug use will not be tolerated, and are grounds for immediate ejection. The public areas of the resort are strictly alcohol free.
 27. This is a family resort. Appropriate language and acceptable clothing must be maintained at all times.

We reserve the right to maintain a comfortable atmosphere in the resort and have the right to expel without prior notice anyone who, in our judgment, creates a disturbance or nuisance, or deliberately breaks the rules. No refunds of fees will be made in such an event.

Deposit and Refund Policies:

- Advance reservations strongly recommended.
- Holiday weekends require a minimum stay.
- Reservations require a 50% payment at the time of booking with a credit card or direct deposit.
- Confirmation of reservation will be mailed after payment is received.
- If your payment is not received within the specified time, we will assume that you no longer want the reservation, and it will be cancelled without notice. We do our best to honour site requests whenever possible. However, we are unable to guarantee specific chalet numbers for rental units or stays less than one week. We also reserve the right to change sites without notification.
- All cancellations and/or changes to reservation are subject to R150 service fee. Returned cheque fee is R250.
- Refunds are given if notified of cancellation 30 days or more prior to the reservation date by email or fax (minus the R150 service fee.)
- Rain cheques are given if notified of cancellation within 30 days, but more than 7days prior to the reservation date (sorry, no refunds).
- Cancellation within 7 days of the reservation date will not receive a rain check or refund.
- Security Deposit: R300 due at the time of check-in for all chalets. This must be paid by cash. A valid drivers license/identify document, in the name of the reservation must be presented at check in. We accept cash, Visa, MasterCard, American Express, Discovery, and most Debit Cards. Regretfully, we cannot accept personal or business cheques during your stay or at the time of check-in.
- The total amount of ALL bookings is payable in **advance**. (NO PAY - NO STAY)

Indemnity:

The Company and its Management accepts no responsibility for any injury, death or illness sustained or suffered by any person. Nor any theft, loss or damage to any property occurring within or arising from any visits to the resort howsoever caused and whether allegedly due to negligence of the Company or any of its servants or agents, or arising from the use of any facility.

Senior management may strictly limit the number of day visitors and are not obliged to offer reason for their decisions.

Help us to ensure that your stay is safe and comfortable by complying with the following rules and regulations. As a guest of Ezulwini Berg Resort, upon signing the registration folio, you and your guests automatically acknowledge receipt of and agree to abide by these rules and regulations. Thank you for your cooperation.