



AWALI ESTATE

AT VIPINGO

A Vipingo Development and Centum Project

AWALI ESTATE HOMEOWNERS' RULES & REGULATIONS

Table of Contents

Introduction	3
A. Definitions	4
B. Rules	5
1. Permitted vehicles and usage of roads within Awali Estate	5
2. Homeowners' responsibilities regarding Residences	6
3. Security	7
4. Pets	7
5. Signs and notices	8
6. Littering and preservation of environment	8
7. Nuisance	8
8. Public open areas	9
9. Selling, letting, agents	9
10. Domestic water / heating	9
11. Sewage	9
12. Management Company	9
13. Estate Managing Agent	10
14. Service Charge	10
15. Insurance	10
16. Dispute Resolution	11
17. General	11
18. Applicability, enforcement and penalties	12
C. Pet Licence Form - Awali Estate	13

Introduction

Awali Estate, a project of Vipingo Development Plc (the “Developer”) , is a luxurious and exclusive residential estate that sits on a 30 acre (approximately) portion of land within Vipingo Development (“Awali Estate”), a development located within Vipingo in Kilifi County within the Kenyan coastal area.

In line with its vision, the Developer has developed these Guidelines (“Homeowners’ Rules and Regulations”) to govern the occupation and management of the Estate and provide a means of protecting the high-quality lifestyle at Awali Estate and ensure comity of all persons occupying or otherwise visiting Awali Estate.

The Homeowners’ Rules and Regulations have been established in accordance with the Memorandum and Articles of Association of the Management Company (the Memorandum and Articles of Association) and will be adopted by the Association as soon as possible after or upon its incorporation. The registered owners of the properties at Awali Estate are responsible for ensuring that members of their families, their residents, visitors, friends, tenants and employees abide by these Homeowners’ Rules and Regulations.

These Homeowners’ Rules and Regulations form an integral part of the Lease Agreement executed between the Homeowner and Awali Estate and are legally binding. The Management Company reserves the right to amend or update the Homeowners’ Rules and Regulations from time to time. Such updates or amendments will only be intended to improve the living environment, protect, and enhance the welfare of Homeowners.

The Homeowners’ Rules and Regulations are supplemental to, and are not intended to negate the Homeowners’ duty to observe any Laws of Kenya in so far as they have a bearing on their activities or supersede the provisions of the ownership documents (this primarily being the lease document). In the event of a conflict between any provision of the Homeowners’ Rules and Regulations and the provisions of the lease, the terms of the lease shall prevail.

A. Definitions

1.1 For the purposes of these Homeowners' Rules and Regulations unless the context otherwise requires, the following expressions shall have the following meanings:

“Residence” means a plot of land within Awali Estate, registered in the name of the Homeowner and on which a residential house is built with its gardens and amenities;

“Homeowner” means the registered owner of the Residence and if more than one then shall mean all the registered owners jointly and severally;

“VDL” means Vipingo Development PLC or the registered proprietor of the head lease/title of Awali Estate and shall where the context so admits, include the Management Company;

“Management Company” means **Awali Estate Management Company Limited**;

“Public Amenities” means services, utilities and communal infrastructure, and improvements to be provided by VDL for the common use and benefit of all the Homeowners on such terms and conditions that may be imposed by VDL;

“Awali Estate Manager” The management team appointed by VDL or the Management Company, which shall be responsible for overseeing day to day operations and management of Awali Estate;

“Pet Licence form” Duly filled application form as prescribed in Clause C herein which application is for seeking permission to keep pets within the Residence; and

1.2 Words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;

1.3 Clauses, sub-clauses and sections shall be construed as references to clauses, sub-clauses and sections of these Homeowners' Rules and Regulations;

1.4 The expression “person” shall where the context so requires include any legal or natural person, partnership, trust, company, joint venture, agency, government or local authority department or other body (whether corporate or un-incorporate);

1.5 The expression “Homeowner” shall where the context so requires include the Homeowner's guests, family members, visitors, tenants, invitees, domestic staff and all other persons visiting Awali Estate with the permission of the Homeowner;

1.6 In these Homeowners' Rules and Regulations any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof.

B. Rules

- I. In order to achieve a safe, conducive and pleasant environment, it is necessary that Homeowners:
 - Exhibit tolerance and consideration towards other persons lawfully present on Awali Estate; and
 - Acquaint themselves and abide by all the provisions of the Homeowners' Rules and Regulations.
- II. These Homeowners' Rules and Regulations have been formulated and may from time to time be reviewed by the Management Company.
- III. These Homeowners' Rules and Regulations are binding upon all Homeowners and the tenants, employees, contractors, family members, visitors or invitees of the Homeowners. The Homeowners shall assume full responsibility for the conduct of the occupiers, employees, contractors, invitees and all persons with the Homeowners authority, whilst within the Residence and in Awali Estate.

1. Permitted vehicles and usage of roads within Awali Estate

- 1.1 All vehicles that come onto Awali Estate must adhere to traffic and road safety Laws of Kenya and other traffic Regulations set out from time to time by the Management Company.
- 1.2. No uninsured or un-roadworthy vehicle may be driven within the road network of Awali Estate.
- 1.3 Every vehicle driven within the Estate must have a minimum of third party liability insurance.
- 1.4 No un-licensed driver may drive any vehicle within the Estate.
- 1.5 The horns may not be sounded at any time except as a warning of imminent danger or in the case of an emergency.
- 1.6 No person shall have their Child or Children playing on the roads of the Estate.
- 1.7 No vehicle without lights is permitted on the roads of the Estate after dusk and after dusk must at all times, when being driven, keep the front and rear lights on.
- 1.8 No parking of vehicles is allowed on verges or on the roads of the Estate.
- 1.9 Homeowners must notify the Awali Estate Manager in writing, at least 2 days in advance, of a private function so as to enable the Awali Estate Manager to give directions to security officers on the parking arrangements.
- 1.10 Vehicles causing excessive noise, gaseous emission, leaking fluids and vehicles which are un-roadworthy, will be refused permission to enter Awali Estate or be removed from Awali Estate by security officers or the Awali Estate Manager.
- 1.11 Repairing or restoring of vehicles shall not be permitted anywhere in Awali Estate. No vehicles including motorcycles, bicycles, scooters, rollerblades and roller skates shall be permitted to remain unattended within the common areas of Awali Estate for more than 72 hours.
- 1.12 Homeowners shall park their vehicles in their assigned carport within their Residence.
- 1.13 Commercial vehicles may only be parked within Awali Estate with prior approval from the Awali Estate Manager.

- 1.14 All vehicles must display a valid/current resident permit in order to enter Awali Estate. Any vehicle not displaying a resident permits may be denied entrance. Applications for resident permits may be obtained from the Awali Estate Manager.
- 1.15 For vehicles of guests entering Awali Estate, guest passes will be issued, which are returnable on exit.
- 1.16 All vehicles must adhere to the speed limits displayed within the Estate.

2. Homeowners' responsibilities regarding Residences

The Homeowner shall be responsible to:

- 2.1. Keep the undeveloped part(s) of the Residence clean, neat, and free of weeds, insects, rodents and rubble.
- 2.2 Maintain the external appearance of the Residence with the standards and ambience of Awali Estate.
- 2.3. To maintain and keep maintained the gardens (within the Residence) in a clean and tidy state.
- 2.4 Ensure that no prohibited flora are planted or allowed to grow. A list of recommended and prohibited flora is available from the Awali Estate Manager.
- 2.5 Only use chemicals approved by the Awali Estate Manager may to combat pests and unwanted growth. A list of permitted chemicals is available from.
- 2.6 Ensure no laundry of any kind or other items is hung where visible to the other Homeowners. Clotheslines of any type are not permitted in the yard, roof or carport areas.
- 2.7 No Residence may be used for storage of hazardous or combustible materials not associated or compatible with residential usage, or which could present a danger or risk to the health or safety of any Homeowners.
- 2.8 Homeowners who intend to allow their Residence to be occupied by other persons for a rental period exceeding one (1) month must, as a pre-condition for such letting, obtain from such tenant or occupier, a written undertaking to comply with the Homeowners Rules and Regulations, as a condition of occupancy. The Homeowner must furnish the Awali Estate Manager with the required information of such persons. Homeowners renting their Residence on a short-term basis must ensure a copy of the Homeowners' Rules and Regulations is available in the Residences for their guests to read. The Homeowner will:-
 - 2.8.1 Ensure that every potential tenant is taken for a tour of Awali Estate and particularly visits the management office for a further briefing and to obtain a letter of approval of occupation from the management office.
 - 2.8.2 Issue written instructions (email or letter) to the Awali Estate Manager informing them to expect and receive the tenant and providing full contact details of the tenant and copies of PIN and ID cards (or passports) of the tenant.
 - 2.8.3 When a tenant is scheduled to move out of a Residence, the Homeowner must notify by email to the Awali Estate Manager. The Awali Estate Manger will not be responsible to check what items are being removed or supervise any removal and will not be liable for any theft or damage caused by the tenant.
- 2.9 No business or commercial activity shall be conducted or maintained on the Residence.
- 2.10 No pamphlets, "flyers", business cards marketing materials or any other documentation may be

distributed within Awali Estate.

- 2.11 Door to door canvassing activities will not be allowed within Awali Estate.
- 2.12 For Sales, promotions, Ad Hoc Functions, such as art exhibitions, marketing of any products, which involve members of the public accessing Awali Estate, the permission of the Awali Estate Manager must be obtained (at least 4 days in advance) and the permission will be given on such conditions as the Awali Estate Manager shall deem fit and proper.

3. Security

- 3.1 Homeowners shall be primarily responsible to ensure that their Residences are properly secured; the Awali Estate Manager shall not accept liability for any security breaches caused by the Homeowners.
- 3.2 Homeowners and Residents are requested to always treat the security personnel in a cooperative manner. Security guards shall under no circumstances be abused and security protocol at the gatehouse and elsewhere in the Estate shall be adhered to at all times
- 3.3 The Management Company may from time to time issue written directives regarding security and access control which shall be complied with by the Homeowners.
- 3.4 Homeowners must comply (and will ensure that their guests invitees and contractors do comply) with security and access procedures.
- 3.5 Any instance of burglary, vagrancy, unauthorized entry or exit, or fence jumping, or any attempt threat, must be reported to the Awali Estate Manager and the security control room immediately.
- 3.6 Homeowners must advise the Awali Estate Manager of their names, telephone numbers, addresses and other relevant contact details.
- 3.7 No visitor to Homeowners will be allowed to access Awali Estate without arrangement with the security staff. Homeowner's are encouraged to inform security staff of expected visitors prior to their arrival.
- 3.8 Homeowners may require domestic staff. Homeowners will also appreciate that, in all Homeowners' interests, there must be strict controls in respect of movement of staff and the Homeowners will be required to ensure that:-
 - 3.8.1 Only a maximum of two (2) domestic staff may be resident within the Residence.
 - 3.8.2 Domestic staff must be registered with the Awali Estate Manager and upon registration will be provided with identification badges which must always be worn or displayed clearly when moving around Awali Estate.
- 3.9 Homeowners shall be fully responsible for all actions and acts of their domestic staff and shall keep the Awali Estate Manager indemnified against breaches of the Homeowners' Rules and Regulations by domestic staff.
- 3.10 Taxis or similar vehicles will only be allowed into the Estate if the Member or Resident has made prior arrangements with the security personnel.

4. Pets

In order to ensure that no inconvenience is caused to any Homeowners, pets will be subjected to the following rules:-

- 4.1 No domesticated wild animals shall be kept in the Estate. No poultry, racing pigeons, wild animals or livestock shall be permitted in the Estate.

- 4.2 The local bylaws relating to pets are applicable and will be strictly enforced.
- 4.3 Permitted pets within Awali Estate shall be dogs, cats, birds or an aquatic animal kept in an aquarium only. Each Residence will be permitted a maximum number of two pets.
- 4.4 Dogs must always be kept on a leash on any part of Awali Estate when outside the Residence.
- 4.5 Pets can be walked within the open common areas and waste from animals must be picked up and disposed of immediately by the individual walking the pet.
- 4.6 No pets will be permitted to roam freely in public open space at any time.
- 4.7 All pets must be fully vaccinated and valid vaccination cards must always be available for inspection by the Awali Estate Manager.
- 4.8 Homeowners may be required by the Awali Estate Manager to remove pets from Awali Estate, where pets are causing unreasonable nuisance or the pet is considered as being dangerous to other Homeowners or occupiers of Awali Estate or conditions imposed by the Awali Estate Manager in respect of their keeping are not complied with.
- 4.9 No wild animals, pigs, reptiles, livestock, fowl or poultry of any kind shall be permitted within Awali Estate.
- 4.10 All Homeowners, their guests or tenants are required to have a valid Pet Licence Form for all pets.
- 4.11 Should animal excrement be deposited in a public area, the pet owner shall be responsible for the immediate removal thereof.
- 4.12 All stray/unaccompanied domestic animals found outside residential boundaries will be removed from the Estate at the cost of its owner.

5. Signs and notices

Homeowners are obliged to display the house number of the Residence at their gate/main door for the purpose of security and visitors. Only signage, advertisements, etc., approved by the Awali Estate Manager should be displayed on any part of Awali Estate.

6. Littering and preservation of environment

- 6.1 No rubble, refuse or litter may be placed, left, dumped or otherwise discarded on any part of Awali Estate except in the designated areas in rubbish bins.
- 6.2 House and garden refuse from each Residence may only be placed in the designated areas in suitable rubbish bins on the days assigned for collection. All rubbish will be separated into different categories as indicated on the rubbish bins and collected separately.
- 6.3 Homeowners are prohibited from disposing of hazardous materials in any rubbish bins.
- 6.4 Except for areas for which a Homeowner is directly responsible no flora may be trimmed, damaged, or removed from any part of Awali Estate.
- 6.5 No fauna present on Awali Estate may be chased, trapped, disturbed, or harmed in any manner.

7. Nuisance

- 7.1 Except in respect of sports and activities which have been approved by the Awali Estate Manager,

no sports, activities or hobbies which present a risk of injury or damage to the person or effects of others present within Awali Estate, or which may cause a nuisance to residents, are permitted.

- 7.2 Homeowners and residents must ensure that the volume of music and other audible sounds (including but not limited to that from televisions, social gatherings or other potentially loud activities) are maintained at an audio level which does not cause a nuisance to other residents or become an unreasonable interference with the use and enjoyment of other Homeowners.
- 7.3 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated within Awali Estate with the exception of use of fireworks pre-approved by the Awali Estate Manager.
- 7.4 No firearms may be displayed in the common areas or discharged on any part of Awali Estate.
- 7.5 All firearms legally owned by a Homeowner must be kept in strict compliance with the Firearms Act, handled and stored strictly in compliance with the current relevant legislation and be registered with the Awali Estate Manager and provide a certified copy of the license.
- 7.6 Permitted outdoor seasonal decorations may be displayed for no more than 21 days prior to and not more than 21 days after the date of celebrations.

8. Public open areas

Homeowners have the right of access to the Public Amenities, for the purposes of walking, jogging and other passive recreation pursuits.

9. Selling, letting, agents

- 9.1 In the event any Homeowner wishes to sell his/her Residence, that Homeowner must inform the Awali Estate Manager of the appointed agents and access to the Residence shall be permitted upon such notification.
- 9.2 No notices or signage of letting or selling may be displayed within Awali Estate or just outside the main entrance to the Awali Estate.
- 9.3 All potential buyers must always be escorted by the Homeowner or approved agent.
- 9.4 An agent (appointed by the Homeowner) may be refused access to Awali Estate if the conduct is found to be unsatisfactory.
- 9.5 Homeowners have the right to put their Residences on the market with any agent.

10. Domestic water / heating

No wood or charcoal burning boosters or other such devices for hot water purposes shall be permitted.

11. Sewage

No septic tanks will be permitted within the Residence. All raw sewage must be discharged into the pipe network provided within Awali Estate.

12. Management Company

- 12.1 The Homeowners will form a Management company to manage Awali Estate;
- 12.2 Awali Estate will be managed by the Homeowners, shareholders and directors;

- 12.3 The board will elect office bearers i.e. Chair, Secretary and Treasurer and hold regular meetings to conduct the business of managing Awali Estate; and
- 12.4 The Management Company will contract a Managing Agent to manage Awali Estate. Residents will contribute to the cost of the Managing Agent through the service charge.

13. Estate Managing Agent

- 13.1 The services of an Estate Manager will be contracted to manage the common areas of Awali Estate (“Awali Estate Manager”).
- 13.2 The Awali Estate Manager will be responsible for managing the common areas and procuring and ensuring all services deemed necessary to maintain and manage the common areas of Awali Estate are provided. This will include but not limited to daily management and upkeep as well as maintenance.
- 13.3 The Awali Estate Manager will ensure that residents and Homeowners adhere to these rules and regulations.
- 13.4 The roles and responsibilities of the Awali Estate Manager will be defined in a service contract between the Management Company and the Manager.
- 13.5 The Awali Estate Manager will procure and supervise all service providers.
- 13.6 Homeowners will contribute to the cost of all the services provided through the service charge.

14. Service Charge

- 14.1 Service charge will be levied to all Homeowners to cover the costs of managing the Estate.
- 14.2 The service charge will be paid on a quarterly basis, in advance. The amount of the service charge will be based on a budget for the management of Awali Estate, which will be drawn up by the Awali Estate Manager and approved by the Board of the Management Company.
- 14.3 All Homeowners **MUST** pay service charge to the Awali Estate Manager quarterly in advance on the first day of each quarter to the designated account.
- 14.4 If the service charge is not paid within fourteen days after becoming payable (whether lawfully demanded or not) the Awali Estate Manager will issue a notice specifying such non- payment and requiring the Homeowner to pay within fourteen days. If the service charge is not paid within 21 days it shall be lawful for the Awali Estate Manager to take legal action to recover the same at the cost of the Homeowner.

15. Insurance

- 15.1 It is the responsibility of all Homeowners to adequately insure their respective units against loss or damage by fire and other insurable perils and provide evidence of such insurance to the Awali Estate Manager.
- 15.2 The Management Company will insure the common areas of Awali Estate against loss or damage by fire and other insurable perils; as well as third party accident insurance at the cost of the Homeowners.

16. Dispute Resolution

- 16.1 All Homeowners and residents are bound to abide to the rules and regulations stipulated herein.
- 16.2 Homeowners and residents who fail to adhere to any of these rules and regulations in full will be liable to disciplinary action determined by the Management Company.
- 16.3 Any dispute between the residents of Awali Estate shall be referred to the Awali Estate Manager to arbitrate and whose decision together with the Management Company shall be final and binding.

17. General

- 17.1 No Resident or Homeowner may use or request any of the service providers, employees i.e. guard, cleaners , care takers, gardeners , pool attendant , etc. contracted by the Management Company or the Awali Estate Manager to perform personal chores or favors such as washing cars , shopping, loading or unloading luggage from vehicles.
- 17.2 No Homeowners, residents or employees shall allow the use of utilities including water or electricity from the common areas by non-residents.
- 17.3 The exterior of the Residences and other buildings in Awali Estate shall not be defaced or altered and if at all, no external alternations or painting shall be carried out without the written approval of the Management Company. Any alteration or damage to external wall finishes as a result of breach of these regulations shall be charged to the Homeowner responsible.
- 17.4 Homeowners shall not interfere with the existing plumbing or electrical installations.
- 17.5 Every Homeowner and resident is duty-bound to report to the Awali Estate Manager in writing the presence of ants , bees, wasps , bat or any other insects , birds , animals etc. the presence of dry or wet rot in the wood work and any dampness on the masonry or any other damage immediately it is observed or discovered.
- 17.6 Homeowners and residents shall be responsible for any damage caused by water running from plants on the balconies or any taps that may have been left open.
- 17.7 Homeowners shall not conduct commercial business that entails the buyers or sellers of any physical goods(s) or services entering the Awali Estate.
- 17.8 Burning of any open or internal combustion fire within Awali Estate except in the designated fire place is strictly prohibited.
- 17.9 No building and/or any permanent structure may be constructed on any Residence within Awali Estate.
- 17.10 No Homeowner or resident shall sink a well, drill a borehole or extract subterranean water within a Residence.

18. Applicability, enforcement and penalties

- 18.1 No indulgence or relaxation in respect of these Homeowners' Rules and Regulations, or failure to enforce the same in one or more instances, shall constitute a waiver or consent or prevent their enforcement by the Awali Estate Manager.
- 18.2 If the conduct of a Homeowner constitutes a nuisance in the opinion of the Awali Estate Manager, or if a Homeowner, contravenes, breaches, disobeys or disregards a provision of the Homeowners' Rules and Regulations, the Awali Estate Manager shall give a written notice to the Homeowner ("Notice") which notice will be delivered to the Residence by hand or (at the discretion of the Awali Estate Manager) be dispatched by registered post.
- 18.3 The Notice will notify the Homeowner of the particulars of the breach and will set out the action required of the Homeowner and the period of time (as shall be determined by the Awali Estate Manager) within which period the Homeowner is required to remedy such nuisance or breach.
- 18.4 In the event that the breach is not remedied in the manner and within the time specified in the Notice, the Awali Estate Manager shall issue a further written notice to the Homeowner delivered to their respective Residence by hand or (at the discretion of the Awali Estate Manager) be dispatched by registered post requiring the Homeowner to attend a meeting at the offices of the Awali Estate Manager in order to afford an opportunity to the Homeowner to provide an explanation as to why such breach or nuisance was not remedied as provided in the Notice ("Notice to appear").
- 18.5 In the event that the Homeowner does not attend the meeting as indicated in the Notice to Appear or where the explanation provided by the Homeowner pursuant to clause 12.4 (as determined by the Awali Estate Manager) is unsatisfactory, the Awali Estate Manager shall be at liberty to determine and impose such action upon the Homeowner as the Awali Estate Manager shall deem fit in order to ensure that the breach or nuisance is remedied.

C. Pet Licence Form - Awali Estate

This Licence will be valid for One year from the date of approval by the Awali Estate Manager indicated hereinbelow and will be renewable on annual basis.

Pet Owner Details:

Pet Owner (Name)
Residence No..... Mobile Number.....
Name of Tenant(s) (if rental).....
Mobile No.....
Total number of pets at this residence?..... Dog (s)..... Cat (s).....

PLEASE COMPLETE THE FOLLOWING FOR EACH PET IN YOUR RESIDENCE

1. Name..... Age..... Breed.....
M/F..... Neutered / Sprayed..... Color/ Markings.....
License No..... Rabies Vaccination Expiration Date.....
Vet.....
2. Name..... Age..... Breed.....
M/F..... Neutered / Sprayed..... Color/ Markings.....
License No..... Rabies Vaccination Expiration Date.....
Vet.....

Pet Owner Confirmation

I hereby declare that the above information related to my pet(s) is true to the best of my knowledge and that I undertake to bear full responsibility for any injury / damage caused by my pet (s) to any of the Homeowners, residents, visitors or workers, property within Awali Estate as well as comply with all statutory and legal requirements. I hereby agree to abide by Rule 4 of the Homeowners' Rules and Regulations and other pets' rules to be promulgated in the future in Awali Estate.

Pet Owner Signature
Date.....

Witness

Approval by Awali Estate Manager

Signature.....
Date.....

Remarks.....

The Awali Estate Manager reserves the right of admission of any pet(s) into Awali Estate.