

COCO RECIFO HOUSE RULES

Date: 25 April 2025



INTRODUCTION

The owners of the existing units and the promising purchasers of the units (built, being built and to be built) that have not yet been transferred and that compose the Condominium Coco Recife (hereinafter referred as “**Joint Owners**”), acknowledge that the happy and harmonious recreational living within the Condominium is achieved when the Joint Owners use and enjoy their private units as well as the common areas and other facilities within the Condominium, in a responsible manner.

1 RESIDENTIAL USE OF UNITS

All Condominium Units shall be used exclusively for residential purposes and shall be used for residence or purposes incidental to residential use, rental and lease.

2 USE OF COMMON AREAS AND FACILITIES

2.1 The common areas and facilities shall be used only by the Joint Owners and their agents, tenants, family members, visitors, employees and licensees for access, ingress to, and egress from the respective Units, and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities, or other common areas and facilities designed for a specific purpose shall be used only for those purposes or other uses approved by the Board.

2.2 The use, maintenance, and operation of the common areas and facilities shall not be obstructed, damaged, or unreasonably interfered with by any Joint Owner, and shall be subject to any restriction, lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the common area and facilities.

2.3 The common areas and facilities shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary).

- 2.4 No Joint Owner shall in any way restrict access to any utility line or other area that must be accessible to service the common areas and facilities or that affects a Condominium responsibility in any way.
- 2.5 In general, no activity shall be carried on nor condition maintained by any Joint Owner either in the Joint Owner's Unit or upon the common areas that despoils the appearance of the Condominium.
- 2.6 The use of any part of the Common area by Joint Owners and their agents, tenants, family members, visitors, employees and licensees for access is entirely at their own risk.

3 APPEARANCE OF UNITS

No Joint Owner shall make any additions, alterations, or modifications to any of the Common areas or facilities without the prior written approval of the Board, nor make any changes to the exterior appearance or structural elements of the Unit without the prior written approval of the Board.

4 PERSONAL PROPERTY

- 4.1 The Joint Owner may display, hang, or store clothing, sheets, blankets, laundry, or other articles of personal property within the Unit's yard.
- 4.2 The Joint Owners may also place and maintain outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance within the Unit's yard.
- 4.3 Notwithstanding the provisions set forth in the previous articles 4.1 and 4.2, no such personal property shall be displayed, hanged or stored within any Unit's yard that is visible from another Unit or from the common areas of the Condominium. The Board reserves the right to request in writing of any Joint Owner the removal of any object placed within any Unit's yard which it deems to detract from the overall good appearance of the premises.

5 MAINTENANCE OF UNITS

5.1 Each Joint Owner shall maintain his or her Unit and all improvements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition.

5.2 Each Joint Owner shall also use due care to avoid damaging any of the common areas and facilities including, but not limited to telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any other Unit which are appurtenant to or which may affect any other Unit.

6 NOISE

Each Joint Owner shall be responsible for maintaining a reasonable decibel level in the course of his or her actions or the actions of his or her invitees, including any noise emanating from conversation, recorded or live music, individual instruments, hand or power tools or any other common source of excessive noise.

7 NUISANCES

7.1 No nuisances shall be permitted on the Condominium nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Units by the Joint Owners.

7.2 No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition.

7.3 No substance or material shall be kept on a Unit that will emit foul or obnoxious odours, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

7.4 Garbage must be properly retained from being exposed to other joint Owners, to wildlife, to common areas and to eco-sensitive areas. Collection and disposal of garbage will be by means of a system which conforms to the methods and equipment required being determined by the Board from time to time.

8 PROHIBITED USES

8.1 No immoral, improper, offensive, or unlawful use shall be conducted on the Condominium, and nothing shall be done or kept in any Unit or on the common areas and facilities that will increase the rate of insurance for the Condominium without the prior written consent of the Board or that will result in the cancellation of insurance on any Unit or any part of the common areas and facilities, or that will be in violation of any law.

8.2 Joint Owners shall not allow any child under the age of 18 (eighteen) years to live on the Condominium, drive a vehicle, launch in to the sea in a boat, canoe or yacht, or dive in the sea accompanied by and under the supervision of an adult of 18 (eighteen) years of age or older or a qualified coastal skipper;

9 FIREARMS AND WEAPONS

No Joint Owner shall use, or permit the use by any agents, tenants, family members, visitors, employees and licensees for access of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles, or devices anywhere on or about the Condominium.

10 ROADS

10.1 The speed limit within the Condominium shall be 5 kph on all roads.

10.2 Save for the above, all enacted traffic legislation shall apply.

10.3 The driving of vehicles outside of roads is not permitted at any time.

11 GENERAL PARKING AREAS/LOTS

11.1 The Joint Owners shall, if possible, be entitled to parking spaces appurtenant to each Unit owned.

11.2 Should no parking be available at the units, the vehicles must be parked in the parking lot.

- 11.3 The parking lots shall remain clear at all times to facilitate access among all Joint Owners to their individual parking space.
- 11.4 Any vehicle, whether owned by a Joint Owner or another individual, will be subject to the towing policy of the Condominium as determined from time to time by the Board or its managing agent. The Condominium shall not be liable for any costs or expenses incurred as a result of an illegally parked vehicle removed from the Condominium.
- 11.5 If at any time the Condominium is able to provide additional parking in excess of the individual parking spaces appurtenant to each Unit, then the Board will propose a written parking policy for such additional parking to be adopted by majority vote of the Condominium.

12 COMMON PARKING AREA

12. The common parking shall be for the quiet use of Joint Owners, family members, occupants, guests and invitees. For any prior planned gathering in the parking area, the Joint Owner shall first receive written permission to use the area from the Board. At all times, users of the common areas shall adhere to a quiet time policy where no noise that may disturb any occupants of any of the other Units shall emanate from this area. The Condominium reserves the right to impose reasonable rules for the use of this area.

13 FIRE SAFETY

- 13.1 Each Joint Owner shall abide by the general fire safety regulations and precautions issued by the government, including but not limited to:
- 13.1.1 No Joint Owner shall knowingly permit any fire to ignite or spread so as to endanger the life or property of another, nor operate any device which may be a source of ignition unless reasonable precautions are taken to ensure against the starting and spreading of unfriendly fires;
- 13.1.2 No Joint Owner shall deliberately, or through carelessness or negligence, set fire to or cause the burning of any bedding, furniture, rug, curtain, drape, rags, refuse,

leaves or any other combustible material, in such manner as to endanger the safety of any person or property;

- 13.1.3 No Joint Owner shall permit the making of any fire for the purposes of cooking except in non-combustible receptacle nor dispose of any hot ashes, cinders or smouldering coals except in non-combustible receptacles, and any such non-combustible receptacles shall be placed on non-combustible stands and in every case shall be kept at least 2 meters laterally away from any combustible material, structure or any exterior window or door opening; and each unit will have the required amount and size/ type of fire extinguishers and the service dates must be maintained.

14 UNIT LEASE

Units may be leased / rented in the manner permitted by the Condominium and these Use rules, the onus is on the joint owner to comply with the necessary government taxes and rules of Mozambique, any infringements of these government rules will be the sole responsibility of the joint owner involved in any contravention of this law.

15 PETS AND ANIMALS

- 15.1 Common household pets may not be kept or maintained in any Unit without the prior written consent of the Board , provided that such pets are kept only in compliance with the rules and regulations promulgated by the Board from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odour, or unsanitary conditions.
- 15.2 No exotic, savage, or dangerous animal shall be kept at the Condominium, and no animal may be kept or bred for commercial purposes.
- 15.3 No animal shall be permitted to run loose upon the common areas or within any Unit (except the Unit owned by the owner of such animal), and the owner of each pet shall be responsible for cleaning up after it.

16 SIGNS

No signs or other advertising devices that are visible from the exterior of the Unit or from the common areas shall be displayed on any Unit without written permission from the Board or its managing agent; provided that a professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than one square meter in size, may be used for the purpose of advertising a Unit for sale or for lease.

17 CONSERVATION OF THE ESTATE

- 17.1 In order to perpetuate total conservancy of land and flora and fauna on the Condominium, every Joint Owner shall not:
 - 17.1.1 chase, hunt, shoot, trap, net molest, destroy the habitat of, disturb nests, or in any way interfere with the indigenous wildlife, of the Condominium and the Coast and its beaches;
 - 17.1.2 create fire hazards or make any fires other than in areas specifically designated therefore;
 - 17.1.3 make any new foot paths or new roads;
 - 17.1.4 feed any animals or birds on the Condominium;
 - 17.1.5 drive on sea shores, off road or in any area other than on roads demarcated for the said purpose;
 - 17.1.6 erect tents, zoo huts, or camps, igloos or containers on a temporary or permanent basis, or overnight in areas outside of the Units;
 - 17.1.7 collect or take anything from the Condominium, including any wood, stones, flora, fauna, eggs, skeletons, marine life or the remains of fauna or any marine life whatsoever;
 - 17.1.8 pollute the Condominium by littering, and/or spilling or pouring fuel or oil, paint, solvents, or any toxic product or material into water, on beaches, or into the ground, or allowing waste fishing line and or other used or damaged lures or

equipment, containers, plastics, non bio degradable items or dangerous waste to be left on the ground anywhere on the Condominium at any time;

- 17.1.9 Operate any motorcycles, quad bikes, powered bikes, four wheelers, or any other similar recreational motorized vehicles above 5 kHz in the Condominium.
- 17.1.10 drill any holes, including boreholes, or make any wells on the Condominium without the prior written consent of the Board;
- 17.1.11 permit any rubble, waste or refuse of any kind to be dumped or discarded in any undeveloped areas, public area, open space, road, water feature or stream;
- 17.1.12 permit any picnicking or “braaing” on the Condominium other than at a Joint Owners’ Unit or in specially approved and demarcated areas;
- 17.1.13 make or erect channels, markers or structures along the beaches, natural waterways or sea shores;
- 17.1.14 interfere at any time with local communities and local fisherman; and
- 17.1.15 Discharge poisonous chemicals anywhere on the Condominium.
- 17.2 Animals (marine or land), fish, birds in nests on the ground, shall at all times have right of existence and way within the Condominium.
- 17.3 There shall be no vehicle launching of boats from the Condominium. There will be no vehicle access and no driving of any vehicle on the beach whatsoever.
- 17.4 The Board has the right at any time to restrict the creation of gardens should it be of the opinion that they are not in keeping with the flora of the Condominium. Save as set out above, no noxious or prohibited flora shall be planted anywhere on the Condominium.

18 SECURITY AND SAFETY

- 18.1 The Board shall have the power:

- 18.1.1 to erect security fencing and to implement security within the Condominium or take such measures as they in their discretion deem necessary to ensure control of access to the Condominium or any part thereof and all persons therein; and
- 18.1.2 to cause access points to the Condominium to be manned by security personnel, and to institute appropriate security procedures as they deem fit.
- 18.2 Security is an attitude. It is for each Joint Owners own benefit and for the benefit of the entire community. Joint Owners are to ensure that their Units have adequate immediate security measures to ensure that break ins, tampering with vehicles, boats and or sports equipment are prevented, notwithstanding the regulations concerning fences and or access points in Rule 18.1.1 and 18.1.2 above. The Condominium assumes no liability in this regard.
- 18.3 Access controlling mechanisms, notices, or demarcations in place, shall not be removed, moved or interfered with at any time.
- 18.4 Every Joint Owner must request his or her Visitors and contractors to adhere to the Rules. Formalities and Rules relating to access by Visitors shall be determined by the Board from time to time and will be adhered to at all times.
- 18.5 The onus shall be on the Joint Owners and their agents, tenants, family members, visitors, employees and licensees for access at all times to see to their own safety when on the Condominium. The liability for the consequences of any injury sustained on the Condominium shall not rest with the Condominium.
- 18.6 Joint Owners are required to comply with all safety requirements applicable in Mozambique with respect to seaworthiness of craft, navigation distance from shore that various craft can be operated, radio and engine requirements, signalling an emergency tools and supplies. Any person who causes or allows others to cause the Condominium any expense as a result of being stranded, sunk, lost or disabled as a result of negligence or contravention of the Rules shall pay the costs of any air rescue, sea rescue, or lake rescue operations undertaken.

19 TENANTS, OCCUPANTS, VISITORS, EMPLOYEES AND LICENCEES FOR ACCESS

- 19.1 The Joint Owner shall inform the lessee of the Rules applicable to the Condominium and that such lessee shall be bound by the Rules. Despite the

foregoing the Joint Owner shall at all times be accountable for the actions of his lessee.

- 19.2 Joint Owners and approved lessees shall be liable for the conduct of their agents, family members, occupants, visitors, employees and licensees for access at all times.

20 APPLICABILITY OF THESE INTERNAL USE RULES

- 20.1 All provisions of the Condominium, these Use Rules and any rules or regulations adopted by the Condominium which apply to any Joint Owner shall also apply to all agents, tenants, family members, visitors, employees and licensees for access of any Joint Owner or individual Condominium Unit.
- 20.2 Each Joint Owner shall cause all its agents, tenants, family members, visitors, employees and licensees for access to comply with the Condominium, these Use Rules and any rules or regulations adopted by the Board and shall be responsible for all violations and losses to the common areas and facilities or individual Condominium Units caused by such agents, tenants, family members, visitors, employees and licensees for access may be individually liable for any violations of the Condominium, these Use Rules or any rules or regulations adopted by the Condominium.
- 20.3 The Condominium through its Board shall enforce the Condominium Rules, these Use Rules and any rules or regulations adopted by the Condominium upon its Joint Owner.

21 ZONING COMPLIANCE

In addition to the restrictions contained in this Use Rules, the use of any Unit must satisfy the requirements of the zoning ordinances of the location in which the Condominium is located in effect at the time of the contemplated use, unless a variance for such use is obtained from the competent government authorities.

22 RULES OF CONDUCT

Additional rules and regulations consistent with the Law, the Condominium and these Use Rules may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Joint Owner in due course.