
HOME OWNERS RULES

1. **INTRODUCTION**

- 1.1 The objective of the Wild Rivers Nature Reserve Home Owner's Association ("the association") is to provide a high quality lifestyle for residents within a natural wildlife estate within the properties owned by members and the association ("the estate"). The intention of these rules is to protect and maintain this lifestyle and the ecosystem in the estate.
- 1.2 These rules have been established in terms of the Articles of Association of the association. They are binding on all occupants of the estate, as is any decision taken by the controlling body in interpreting these rules.
- 1.3 The properties within the estate will be for residential use only, save for one property to be used as a lodge, and any other adjacent properties owned by the same owner as the lodge (subject to a maximum of two other properties). The excepted property or properties will be used as a commercial lodge and where it is or they are required to be distinguished from the other properties they shall together be referred to as "the lodge property".
- 1.4 The members of the association are responsible for ensuring that members of their families, tenants, visitors, friends, invitees and all their employees abide by and respect these rules.
- 1.5 Happy and harmonious living within the estate is achieved when residents use and enjoy their private property as well as the common areas and other facilities within the estate.
- 1.6 In respect of the interpretation of these rules, the decision of the directors of the association is final and binding on all parties.
- 1.7 These rules are subject to change from time to time in terms of the Articles of Association of the association.

2. **USE OF PROPERTY**

- 2.1 Notwithstanding the fact that the member is the registered owner of a property ("the property"), he will not have the use of that property save for the improvements and immediate surrounds as registered against the title deeds of a property. The remainder of the property will by way of servitude be subject to a right of use for the estate and the members of the association for wildlife conservation purposes.
- 2.2 All properties other than the lodge property may not be used for any commercial purposes, or for gain except for letting in terms of which the tenant shall be required to be self-catering and self-sufficient with no outside catering, management, entertainment or other services being provided during their stay. No member, other than the owner of a lodge property, may advertise his property for letting purposes.
- 2.3 The estate falls within a greater conservancy known as the Blyde Olifants Conservancy. As such the association shall be a member and bound by the Constitution of the Blyde Olifants Conservancy Association. Each member shall be obliged to observe the rules and regulations of the conservancy and be entitled to the benefits thereof.

3. **ENVIRONMENT**

- 3.1 The estate exists under authority of an environmental authorisation granted in terms of Section 22 of the Environment Conservation Act 73 of 1989 and the record of decision recorded under reference number 16/1/2-106 of the Limpopo Provincial Government.
- 3.2 The record of decision sets out extensive conditions for the utilisation of the estate which is situated in an environmentally sensitive area.
- 3.3 Each member is deemed to be aware of the authority and the record of decision and agrees to be bound thereto. Should any member breach or contravene any of the conditions or become aware of any breach or contravention thereof, that member shall be obliged and duly bound to immediately notify the directors of the association or the manager of the association in writing of such breach or contravention. Failure to do shall render the member liable to a fine deemed to be appropriate by the directors of the association in addition and without prejudice to any other remedies the association or its

members may have against that member for not reporting the breach or contravention, or so breaking or contravening the conditions of the record of decision.

3.4 Should any of these rules conflict with the provisions of the authority referred to in 3.1, the provisions of the said authority shall at all times prevail.

4. **VEHICLES**

- 4.1 Only 1 (one) game viewing vehicle per property seating not more than 10 (ten) people shall be permitted for game viewing purposes for travelling within the estate. The owner of the lodge property is permitted to have 2 (two) such vehicles for travelling for game viewing purposes within the estate and 1 (one) vehicle per additional adjacent property owned as envisaged in 1.3. Such vehicle must be of a khaki green colour and of a make and model approved by the directors of the association ("an approved vehicle"). No vehicle other than as an approved vehicle may be used by members within the estate.
- 4.2 Members may only travel on the estate for game viewing purposes in an approved vehicle.
- 4.3 The association may make available one carport per property owned by a member, and two carports for the lodge property at the main gate to the estate. The carports will be rented to the members at a rental to be decided by the association. These carports will be utilised by members who wish to leave their vehicles that do not comply with 4.1 at the main gate and travel to their properties in an approved vehicle.
- 4.4 All approved vehicles shall contain the official Wild Rivers Nature Reserve logo as determined by the directors of the association.
- 4.5 An approved vehicle may not provide seating for more than 10 (ten) people.

5. **ROADS**

- 5.1 All roads within the estate are for the movement of occupants, whether by foot, or in an approved vehicle.

-
- 5.2 Within the estate are main designated thoroughfare roads, link roads to dwellings and foot paths.
- 5.3 Members may only travel on roads designated as thoroughfare roads by the association and may not travel on the game viewing foot paths or over open spaces or within river beds. Members shall obey such signage signifying various roads and game viewing paths. The directors of the association from time to time may make such regulations in this regard.
- 5.4 Only the owners of property may travel on a link road to a dwelling on that property.
- 5.5 Pedestrians only may take access over the game viewing foot paths.
- 5.6 The speed limit within the estate shall be 30 km/h and road signs displaying this limit will be placed in and around the road system.
- 5.7 All no entry signs must be strictly adhered to.
- 5.8 Save for the above, all enacted traffic legislation shall apply.
- 5.9 Parents are responsible for ensuring that their children do not play or cause a nuisance on the road system.
- 5.10 Residents are reminded that wildlife and game will frequently cross roads and speed limits must be obeyed.
- 5.11 The directors of the association may at any time and for any reason restrict night time driving on the estate.
6. **GOOD NEIGHBOURS**
- 6.1 No business activity or hobby shall be conducted on any property which will cause aggravation or nuisance to fellow residents or which interferes with the expected tranquil nature of the estate, without written approval from the association.

6.2 The volume of music, electronic instruments, entertainment or activity of domestic employees should be at such a level as not to cause nuisance to any other residents or wildlife on the estate, or on any adjoining properties.

6.3 The use of power tools should be restricted to the following hours:

07:30 to 18:00 Monday to Friday

6.4 No washing should be hung on lines unless screened from all roads and neighbouring properties.

6.5 Refuse must be properly retained from all wildlife and collection of refuse will be on a system determined by the association from time to time.

7. **IMMEDIATE SURROUNDS**

7.1 Every property owner shall be responsible for the maintenance of the building area of his property only. For the purposes of these rules, the building area for all properties except for the lodge property shall be a radius of 25 m of the building peg recorded in the initial purchase agreement for a property. The building area for the lodge property shall be as decided by the association. All other areas shall remain part of the wildlife estate over which the association and its members has a right to traverse.

7.2 Caravans, trailers, boats, all garden storage buildings and non-permanent structures as well as equipment, tools, vehicle engines and parts, should be sited out of view and screened from roadways or neighbouring properties, to the satisfaction of the association.

7.3 No building waste material or garden waste may be dumped anywhere and must be removed from the estate immediately by the property owner or through the refuse removal policy of the association.

7.4 Gardens should be created from indigenous flora only and then only in the building area. The association has the right at any time to restrict the creation of gardens should the association be of the opinion that they are not in keeping with the flora of the estate. No

non-indigenous, noxious or prohibited flora shall be planted anywhere on the estate, other than lawn.

- 7.5 No poisonous chemicals may be discharged anywhere on the estate.
- 7.6 Swimming pool water may not be regulated by the direct insertion of chlorine or other poisonous chemicals.
- 7.7 The use of any part of the estate by residents is entirely at their own risk and the association assumes no responsibility therefor.

8. **USE OF THE ESTATE**

- 8.1 Residents shall have the right of access over the estate, for the purposes of walking and game viewing but shall not interfere with any flora or fauna on the estate.
- 8.2 Animals shall at all times have right of way within the estate.
- 8.3 No dogs, cats or any domestic animals, exotic insects, reptiles, fish or birds are permitted on the estate.
- 8.4 The onus shall be on a resident at all times to see to his or her own safety when walking or game viewing. The liability for the consequences of any injury sustained on the estate from whatever cause shall rest with the injured party. Each member by virtue of its membership hereby indemnifies the association and agrees to hold it harmless from and against any claim, loss, demand, liability, cost or expense of whatsoever nature that the association may incur as a consequence of the member, his guests, servants or invitees occupying or being present on the estate.

9. **GAME**

- 9.1 All game within the estate remains the property of the association.

- 9.2 The association will institute a game management program which includes the culling, management and stocking of game, subject to any conservancy agreements to which it is a party.
- 9.3 No person other than as aforesaid shall have any right to do anything in connection with the culling, management and stocking of game within the estate.

10. **PRESERVATION OF WILDLIFE ESTATE**

In order to preserve the flora and fauna on the estate, every resident, guest or invitee shall:

- 10.1 not chase hunt, shoot, trap, fish, molest, or in any way interfere with the indigenous wild life of the estate, provided that residents may from time to time be permitted to fish at certain pre-determined areas, and according to such rules as the association may determine and then only with the appropriate licences being granted by the relevant authorities;
- 10.2 prevent veld fires and avoid the creating of fire hazards;
- 10.3 not create any disturbing noise;
- 10.4 not make any new foot paths or new roads;
- 10.5 not establish or create any feeding or drinking point for game nor feed any animals or birds on the estate;
- 10.6 housing to accommodate servants on the estate requires the written consent of the association and no more than one servant per property may be permitted on the estate. All servants accommodation shall be within the same structure as the main residence of the property;
- 10.7 not make any fires other than in areas specifically designated therefore;
- 10.8 not drive in river beds or predetermined river bed roads other than at designated river crossings;
- 10.9 not house on the estate a caravan;

-
- 10.10 drive only on clearly defined roads within the boundaries of the estate;
- 10.11 not take steps to set up camp on a temporary or permanent basis;
- 10.12 not collect or take anything from the estate, including any wood, stones, flora, fauna or the remains of fauna;
- 10.13 not allow any child under the age of 16 (sixteen) years on the estate unless accompanied by and under the supervision of an adult of 21 (twenty-one) years of age or older;
- 10.14 not park unattended vehicles in areas other than those designated by the association from time to time;
- 10.15 not introduce any motorised generators or power plants onto the estate, without the prior written consent of the association;
- 10.16 not introduce any motor cycles or other motorised vehicles onto the estate save those to commute directly from the entrance of the estate to a residence;
- 10.17 not drill any holes, including boreholes, on the estate without the prior written consent of the directors;
- 10.18 not erect any fences on a property or within the estate.
- 10.19 maintain the exterior of any residential improvements, including the paint work, thatching, pipes and windows, in a good and sound condition to the reasonable satisfaction of the directors. Should the owner of a property not adhere to this rule, the association shall be entitled, but not obliged to take such steps as may be necessary to make such repairs at the cost of the owner.

11. **ENVIRONMENTAL MANAGEMENT**

- 11.1 No rubble, waste or refuse of any kind shall be dumped or discarded in any undeveloped areas or stands, public area, open space, road, water feature or stream. All rubble, waste and refuse will be removed according to the policy of the association from time to time.

-
- 11.2 Residents using open space for any reason are to leave it in the same state in which it was found.
- 11.3 Picnicking shall not be permitted on estate other than in specially approved and demarcated areas which may be altered from time to time by the association or its appointed manager.
- 11.4 Certain areas may from time to time be cordoned off as "no go areas" should the association or its appointed managers or any other authorised management in its sole discretion decide that this would be in the interests of the flora or fauna of the estate.

12. **SECURITY**

- 12.1 Security is an attitude. It is for each member's own benefit and for the benefit of the entire community.
- 12.2 The security guards and the controlling security rules and systems in place from time to time shall not be abused by any person.
- 12.3 Security protocol at any secured entrance shall be adhered to at all times.
- 12.4 Any ID card system for permanent workers, temporary workers, estate staff and contractor representatives and their employees must be conscientiously enforced by every owner and every person in his or her employ.
- 12.5 Every owner must request his or her visitors and contractors to adhere to security protocol. Formalities and rules relating to access by visitors shall be determined by the association from time to time.
- 12.6 All occupants who require security in their dwelling are requested to install their own security system of the type recommended by the developer.
- 12.7 The estate security will be manned 24 hours a day, on a basis to be determined from time to time by the association.

-
- 12.8 Vehicle security stickers must be affixed to vehicle windscreens to assist guards in the performance of their duties.
- 12.9 All owners and approved lessees shall be provided with security access cards of a type to be determined and consistent with the central security system selected.
- 12.10 All persons entering the estate, including owners will be required to sign such entry permits as the association may from time to time require.

13. **TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

- 13.1 Should an owner let his property, subject to the rules and restrictions contained herein, he shall inform the association in writing in advance of the lessee taking occupancy on the form to be provided by the association. The owner shall inform the lessee of rules of the association and that such lessee shall be bound by these rules. Despite the foregoing the owner shall at all times be accountable for the actions of his lessee.
- 13.2 Owners and approved lessees shall be liable for the conduct of their visitors, contractors and employees at all times.
- 13.3 Owners are to ensure that contractors in their employ have signed a Contractors Code of Conduct and that they abide by the code.
- 13.4 Only one domestic servant will be permitted to reside on each property, unless otherwise approved by the association.
- 13.5 All other persons requiring access to a property shall be permitted access only with the consent of security and then provided they are transported by an approved vehicle and supervised by a member.

14. **ARCHITECTURAL DESIGN GUIDELINES**

- 14.1 All building plans must be in accordance with the Architectural Control / Criteria applicable to the development the present control / criteria being attached as Annexure

"A" hereto, and must be approved by the architectural review committee. This applies also to any subsequent alterations and additions to existing structures.

- 14.2 All builders and contractors must comply with clause 17 hereof and such other rules as may be implemented from time to time.
- 14.3 No more than 8 (eight) beds per property may be permitted. Properties may not be subdivided but should any properties be consolidated, the number of beds permitted on a consolidated property will be the number of properties consolidated multiplied by 8.
- 14.4 No boundary demarcation of individual stands of any type is permitted.
- 14.5 Lean-to or temporary carports will not be permitted.
- 14.6 Roofing material for patios and all outbuildings shall be as defined in the design guidelines.
- 14.7 The use of shade cloth is not permitted without the written consent of the association.

15. **LETTING AND RESELLING PROPERTY**

- 15.1 Should an owner wish to sell his property, only an accredited estate agent as envisaged in 15.6 may be selected to manage the sale or lease, if the owner does not conduct the sale or lease himself.
- 15.2 The owner and any accredited agent must ensure that a purchaser is made aware of all the rules and constitutions applicable to the entire development.
- 15.3 The seller or lessor of a property within the development shall ensure that the sale or lease agreement contains the following clauses:

15.3.1 Sale

- a) This agreement is subject to the consent of the Home Owners' Association.
- b) The purchaser acknowledges that the property may not be transferred until the purchaser has agreed to become a member of the Home Owner's

Association and agrees to be bound by its constitution and all other rules and regulations applicable to the entire development, for so long as he is the registered owner of the property.

- c) The property may not be subdivided.

15.3.2 Lease

- a) The lessee acknowledges that upon occupation of the premises, he and his family, his employees and invitees shall abide by all rules and regulations of whatever nature applicable to the control, management and running of the estate as may be applicable from time to time.

- 15.4 Accredited agents may only operate on an appointment basis and must personally accompany prospective parties to a stand for sale or for lease. No signboards shall be erected under any circumstances unless duly approved by the association, save for those to be erected by the agent of the developer or its successor-in-title from time to time.
- 15.5 The seller or lessor shall personally ensure that the lessee or purchaser is informed about and receives a copy of all documentation applicable to the control, management and running of the estate, as may be applicable from time to time.
- 15.6 For so long as the developer requires, an estate agent approved by the developer will be the only accredited agent that may be appointed by the association unless the said developer agrees otherwise. Thereafter an estate agent is accredited after signing an agreement with the association, to the effect that such agent shall adhere to the stipulated procedures applicable to the sale or lease of a property in the estate, having been familiarised with respect to all documentation relating to the transaction and the control, management and running of the estate.
- 15.7 The association reserves the exclusive right to review the accreditation of any agent and the policy relating thereto from time to time other than the agent approved by the developer as envisaged above.

- 15.8 A member may not sell or advertise for sale a property to a third party without the written consent of the developer until such time as the developer has sold all the properties on the estate.
- 15.9 The directors have the right from time to time to appoint a manager of the estate for periods of up to 5 years at a time to manage the estate on behalf of the owners.

16. **ADMINISTRATION**

- 16.1 All levies are due and payable in advance to the association on the first day of each month and interest will be raised on overdue accounts at a rate to be determined from time to time by the association. A further penalty shall be raised on accounts in excess of 60 days. Such penalty shall also attract the interest charge.
- 16.2 It is recorded in the Articles of Association of the association that the developer of the Estate, is not liable to pay levies on any property owned by it in the estate, and no levies shall be payable for the four properties transferred to the Mentis Family Trust or 1 (one) property transferred to Jordan Properties (Proprietary) Limited, whilst so owned by those entities.
- 16.3 The association via its Trustees and the regulatory process may amend, add or delete any regulation from time to time as deemed necessary for the benefit of all residents and in the interest of sound management practices.
- 16.4 The association via its Trustees shall have the right to fine transgressors of any regulations in relation to its seriousness. Such fine shall be recovered via the levy invoicing system.
- 16.5 All levies are due and payable as set out in the agreement of sale.

17. **CONDITIONS WITH REGARD TO ALL CONTRACTOR ACTIVITY**

17.1 Introduction

- a) The association has adopted certain rules and regulations relating to Contractor activity within the estate, the present rules and regulations being those recorded in Annexure "B" hereto.
- b) The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to members/residents on the environment. In the event of any uncertainty, members and/or their contractors are most welcome to contact the association's appointed project manager.

17.2 Legal Status

- a) The conditions governing building activity which is set out in this document are rules adopted by the association and are therefore binding on all owners, their contractors and sub-contractors. Furthermore, all owners are therefore obliged to ensure that their contractors and sub-contractors are made aware of these conditions and comply strictly with them.
- b) Owners are therefore required to include these conditions in their entirety in any building contract concluded in respect of property within the estate, and all such contracts shall be required to be submitted to the association for prior approval.
- c) The association, via the project manager, has the right to suspend any building activity in contravention of any of the conditions herein, including the design guidelines, and the association accepts no liability whatsoever for any losses sustained by an owner as a result hereof.

17.3 Conditions Regarding Selection of a Building Contractor

- a) No contractor is permitted onto the estate unless he has concluded a contractor's agreement with the association and paid the required deposit, which may be varied by the association from time to time.
- b) A member may request the association via the project manager to appoint a contractor from a list of recommended contractors to construct any building for which plans have been approved within the design guidelines.
- c) A member may nominate his own contractor to undertake building provided that such contractor receives approval from the association via the project manager and operates within the design guidelines.
- d) The project manager, his appointed representative or the registered architect of the resident, shall be responsible for monitoring the adherence to these conditions and the design guidelines as set out from time to time.

17.4 Conditions Regarding Building Contractor Activity within the Estate

- a) All workers of contractors and sub-contractors must display an appropriate identity card which is obtainable from the association. The safety and control of any identity card issued is the sole responsibility of the contractor. The loss of such identity card will incur a penalty determined by the association.
- b) All workers of contractors and sub-contractors must enter the estate in an approved contractor vehicle with a temporary access token, or alternatively obtain a casual employee identity card at the security gate, by lodging a valid identity document, which shall be handed back to the worker on the return of the estate identity card, each day. All such workers will gain entry to the estate through an entry point approved by the project manager.
- c) Contractor building boards may only be erected if they comply with the project manager's required standards. Details of specification may be obtained from the project manager. No sub-contractor boards shall be permitted. All boards so erected shall be removed from a site on completion of construction.

- d) The member and the contractor shall be jointly liable for any damage to plants, roadways and private property. Such damage shall be rectified to the satisfaction of the project manager or his representative to the cost of the owner and contractor.
- e) Should the association have any concerns about the conduct or performance of any contractor, sub-contractors or their employees, the matter shall be referred to the estate manager whose ruling on the incident(s) shall be final.
- f) The member, contractor and sub-contractors shall not claim at any time that they are not aware of the existence of these rules and any other applicable to their respective obligations and it is incumbent upon each owner to ensure that every contractor and/or sub-contractor in his employ is aware of their respective responsibilities.
- g) The association reserves the right to amend the rules or regulations relating to building contractors at any time under advice from the estate manager. Any changes to the foregoing shall be circularised to all owners, active contractors and newly appointed contractors and sub-contracts, in writing within seven days of a change having been approved.

I/We, _____ the Purchaser/s of Stand _____
acknowledge/s having received a copy hereof and agree to be bound by these rules as a
member of the Wild Rivers Home Owner's Association.

Signed at _____ on this day of _____

Signature/s