DITHOLO
WILDLIFE ESTATE

ESTATE RULES

OF

DITHOLO WILDLIFE ESTATE HOMEOWNERS' ASSOCIATION

("the Association")

Version 1.3

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1. INTRODUCTION

Ditholo Wildlife Estate has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance this lifestyle, Estate Rules have been established in terms of the of Home Owners Association. They are binding on all persons resident at or visiting Ditholo Wildlife Estate, and shall be administered by the Directors. The registered owners of the erven are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of, and abide by, the Estate Rules. Tenants have the same responsibility with respect to their households, visitors, invitees and employees. The Estate Rules may be modified, amended or repealed from time to time subject to the procedure laid down in the , which vests the ultimate acceptance of the Estate Rules in the hands of the general body of members of the Ditholo Wildlife Estate Home Owners Association.

2. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

2.1 In these Estate Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the MEMORANDUM OF INCORPORATION (MOI), shall bear the same meaning in these Estate Rules as in the said MOI.

Unless the context otherwise requires, any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

2.1.1 "Association" means the Ditholo Wildlife Estate Home Owners Association, which is constituted and established pursuant, *inter alia*, to the provisions of Section10-schedule 1 of the Companies act

2.1.2 the "Common Property" means the common property to be managed and controlled by the Association as defined in the MOI.

2.1.3 "Ditholo Wildlife Estate" means the development established on the development area in terms of the Development Facilitation Act;

2.1.4 "Member" means a member of the Association. The term "Member" generally has the same meaning as "homeowner" but is more exact and ties in with the MOI. For this reason, "Member" is used in preference to "home owner" or "owner";

2.1.5 "-Director" means the Directors who act on behalf of the Association;

2.1.6 "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

2.2 It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees, and guests, paying or otherwise, are fully aware of these Estate Rules. In the event of any breach of the Estate Rules by the Member, members of his household, employees, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Member himself.

2.3 Where there is a conflict between the Estate Rules and the MOI, the MOI shall prevail.

3. USE AND OCCUPATION OF PROPERTY

3.1 No property shall be utilized for any trade or profession requiring access by the general public to the property, or which in the view of the Association could constitute a nuisance to other owners.

3.2 A maximum of 10 (Ten) adult persons, and a maximum total of 12 (twelve) including children under 12 years shall be permitted to reside in a single dwelling at any one time.

3.3 All garments or washing of a general nature shall only be hung out to dry in a screened drying yard and must not be visible from any road or area of the common property, and must be reasonably screened from the direct view of neighbours.

3.4 No harmful or flammable substances may as a general rule be kept on the Estate, apart from such substances that may reasonably be required for domestic use.

3.5 Nothing may be placed on or attached to a dwelling or any other structure without the prior written approval of the Association. This provision relates to the likes of carports etc, even if

not directly attached to a dwelling. The use of ‘wendy’ houses and garden sheds is specifically prohibited.

3.6 No fencing of individual erf or any portion thereof, is allowed on the Estate, save for swimming pools that must be fenced off or raised by 500 mm from natural ground level to preclude wild animals from accessing the swimming pool and drowning.

4. MAINTENANCE OF PROPERTIES

4.1 Every Member must, as a general rule, continuously and at all times maintain the exterior of his dwelling, together with driveway etc, in a clean, tidy, neat and befittingly repaired, painted and properly kept condition. The same will apply to all visible garden areas.

4.2 Where in the opinion of the Association the condition of a dwelling or garden is not up to the required standard of the Estate, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time. Failure to comply will result in such improvements being carried out by the Association, with the reasonable cost thereof to be recovered from the Member. Such cost shall be considered a debt due to the Association as a special levy and the provisions relating to levies in the MOI shall apply.

5. REFUSE

5.1 The removal of domestic, garden and other refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:

5.1.1 lay down the type and size of refuse containers to be obtained and used.

5.1.2 give directions in regard to the placing of refuse for collection.

5.2 All refuse, whether domestic or garden must be kept in the containers, which must be placed out of sight of the road or direct view of neighbours, except when put out for collection.

5.3 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed of.

6. DOMESTIC ANIMALS

Absolutely no pets of any description are allowed to be kept on the Estate. In the event of any domestic animal being introduced onto the Estate by tenants or their guests, the Association may call on the owner of the animal to remove it immediately and, in the event of the owner failing or refusing to do so, the Association may impose penalties or may procure its removal from the Estate and recover any costs from the Member concerned without prejudice to its rights to recover any penalty imposed.

7. TRAFFIC / PEDESTRIANS

7.1 No vehicles shall enter or leave the Estate at any point other than at the entrance gate, except with the consent of the Association, which consent will only be given in special circumstances. Non-Members are required to sign the relevant entry document stating that they will abide by the Estate Rules, regulations and the MOI of the Estate.

7.2 All vehicles entering the Estate shall stop at the vehicle entrance.

7.3 No vehicle shall enter the Estate unless admitted by the guard on duty at the gate, except where the Association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself.

7.4 No Member shall permit the use of such device for operating the vehicle entrance gate by any person save a member of his household.

7.5 The movement and control of traffic and pedestrians are subject to the security and access rules and regulations of the Estate.

7.6 All Members and tenants are required to advise Security at the entrance gate to admit any person (including a member of his family) to the Estate, giving the name of the person to be admitted and the approximate time of arrival. Failing this, the Security Officer will, when approached by any person for entry to the Estate, telephone the destination point for instructions. Entry will be refused if the above process cannot be concluded satisfactorily.

7.7 Heavy deliveries (being vehicles having a gross weight in excess of 10 tons) are not permitted without the consent of the Directors for the time being of the Association.

7.8 Motorised vehicles shall be driven on the Estate roads only by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within South Africa.

7.9 No person shall drive any vehicle on any road within the Estate at a speed in excess of 30 km per hour. A lower speed limit may be imposed by the Association where appropriate.

7.10 Animals, birds and wildlife shall have the right of way at all times within the Estate and vehicles shall be brought to a stop whenever necessary.

7.11 The Association may, by means of appropriate signage designed specifically for the Estate, give direction as to the use of roads or any portion of the roads and common property and failure by any person to obey this signage shall be a contravention of these Estate Rules.

7.12 All persons in the Estate shall observe and comply with the provisions of any road traffic legislation applicable to the Limpopo Province as fully and effectively as though the Estate's roads are public roads as defined in such legislation.

7.13 A maximum of 4 (four) vehicles per individual erf shall be permitted on the Estate overnight, and then only to proceed from the entrance gate to a Member’s property and back and to and from the bush camp. In general therefore, only the Electric Estate golf carts , Lodge game viewing vehicles and Estate maintenance vehicles shall be used for game viewing , security or maintenance purposes and absolutely no other vehicles shall be permitted on the roads within the Estate.

7.14 No person shall store any motor vehicle in any place on the Estate except in a structure built for this purpose approved in writing by the Architectural Review Committee. None of the above shall be left overnight on any road.

7.15 No helicopters or any means of aerial conveyance may be landed at any place on the Estate without the authority of a director of the Association.

7.16 No vehicle may at any time block the thoroughfare of other vehicles on any road.

7.17 Vehicles shall be parked in designated viewing areas only when on game viewing drives and, in general, no parking shall be done outside any erf boundary.

8. COMMON PROPERTY AND ENVIRONMENTAL CONTROL

8.1 The Association shall have the right and duty to control the environment, which shall include but not be limited to the game management and breeding programs, vegetation on the erven and common property, the rivers and dams and Estate boundaries.

8.2 No person shall do anything that detrimentally effects of the amenities, flora or fauna of the Estate, or unreasonably interferes with the use and enjoyment of the common property by others.

8.3 No person shall discard any litter or any item of any nature whatsoever in the Estate, except in receptacles set aside for this purpose by the Association.

8.4 No camping and or picnicking shall be permitted except at such places set aside for the purpose and designated as such by the Association.

8.5 No fire shall be lit in the Estate, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace.

8.6 No person shall do any gardening or landscaping on the common property without the express prior written agreement of the Directors in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised by the Directors to do so, pick or plant any flowers or plants on the common property.

8.7 Subject to any Environmental- or Planning Law or regulation made in terms of such laws, the Association shall be entitled to prohibit access to any part of the common property in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.

8.8 The driving of all motorised vehicles including electric estate golf carts in the common property is confined to roads and driveways. Only maintenance vehicles may be driven off such roads and driveways.

8.9 No person shall discharge, nor display, a firearm, air rifle, crossbow or any similar weapon anywhere on the Estate, except with the prior written permission of the Association as part of a culling program.
The trapping of birds and animals and setting of snares are specifically prohibited.

8.10 Hunting is prohibited on the Estate. The culling program is monitored by the Association and appointed parties must adhere to the culling procedure set out by the Association which always includes the use of a silenced rifle.

8.11 No part of the common property may be paved except for the portion of one driveway and one pedestrian crossing per erf which lies between the Member's property and the road. The portion of the driveway may be paved to a maximum width of 6 (six) meters and the portion of the pedestrian crossing to a maximum of 2 (two) meters.

8.12 All Members of the Association, members of their households, tenants, visitors, invitees and all their employees, which includes trades persons and suppliers, shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of the Estate.

9. GAME VIEWING

9.1 To ensure the safety of the game on the Estate and to enhance the general enjoyment of the game and the wildlife and vegetation on the Estate, game viewing shall be strictly controlled by the Estate Representative, in conjunction with the Association.

9.2 Every member shall be entitled to purchase an electric estate golf-cart (ie. Battery powered-4 or 6 seater) to be used as a game viewing vehicle. Only the above designated vehicles may be used on the estate. The member and authorised drivers agree to abide by the estate traffic and access rules.

9.3 Guided game drives may be booked with the Lodge Manager at a prescribed fee in advance to ensure availability. It is anticipated that there will be 2 (Two) game drives daily, one in the morning and one in the evening, but the seats on these drives will be dealt with on a first – come – first – served basis.

9.4 An alternative game viewing vehicle being a “traditional Game viewer” may also be used in accordance with the rules and regulations in the Game viewer rules.

10. RIVERS AND DAMS

10.1 No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any of the rivers or dams of the Estate.

10.2 No water sport is permitted in the rivers or on the dams of the Estate and no person shall enter a river or dam within the Estate except for the purpose of fishing

10.3 No person shall pollute or permit the pollution of the rivers or the dams within the Estate by any substance which may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.

10.4 Fishing is permitted at the Estate in demarcated areas approved by the Association and subject to the terms and conditions imposed by the Association.

11. LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES

11.1 The following rules shall apply to the letting and resale of property:

11.1.1 Only an estate or property agent accredited by the Association may be employed in the sale or letting of any property at the Estate, which accreditation may be withdrawn by the Association in its discretion.

11.1.2 Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage and they must personally accompany prospective buyers or tenants onto any property.

11.2 An agent will be accredited only after signing an agreement with the Association that such agent will abide by stipulated procedures applicable to the sale or letting of property in the Estate, and in particular will make any buyer aware of the Estate Rules, Architectural Guidelines and Controls, Articles of Association, building deadlines and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time to ensure compliance with the matters envisaged in this clause 11.2

11.3 The consent to sell or transfer a property within the Estate must first be obtained in writing from the Association and the selling/transferring Member must have satisfactorily settled all his obligations to the Association prior to consent being given.

11.4 The transferee must agree to become a member of the Association.

11.5 The consent of the Association must be obtained in writing prior to the renting/leasing of a property, which consent shall not be unreasonably withheld, provided all dues owing to the Association has been settled. A clearance letter must be obtained from the Association.

11.6 Names of prospective lessees must be obtained and provided to the Association, along with the application to lease and a statement as to the expected duration of the lease. The names are required for security and access purposes prior to the commencement of the lease.

11.7 The Member in question shall be obliged to inform prospective lessees of the Estate Rules and must be aware that contraventions of the Rules by his lessee shall be deemed to be a contravention by the Member himself.

12. GENERAL

12.1 Terrestrial and satellite TV are both the prerogative and responsibility of the Members. Positioning of dishes and aerials is subject to permission being obtained from the Estate Manager prior to installation.

12.2 The use of any kind of shade cloth, if visible from the road or in direct view of neighbours, is prohibited, apart from on building sites.

12.3 The use of motor vehicle hooters within the Estate, in any other circumstance than an emergency, is prohibited.

12.4 All domestic workers must be registered with the Association and such registration should take place by the relevant Members as and when domestic workers are employed. Such registration shall be valid for 1 (one) year and must be renewed yearly. The same arrangement shall apply to au-pairs and critical care nurses.

12.5 The lighting or setting off of fireworks within the Estate is strictly prohibited at all times.