

COMPANY HOME OWNERS ASSOCIATION NPC
REGISTRATION NUMBER 2004/018863/08
("the Company")

RULES OF THE COMPANY

The Rules of Conduct and Regulations as contained herein have been approved by the Board of Directors of the Company and once approved by a general meeting of members on 26 February 2015 will be binding on all members and super cede all previous rules of the Company.

The Board of Directors and the Company reserve the full right to alter, update, vary, amend, omit, add or align any of the Rules and Regulations of the Company as and when necessary at any time, should the need arise or circumstances change.

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SECTION A: RULES OF CONDUCT AND REGULATIONS

1 THE BROAD OBJECTIVES OF THE COMPANY

- 1.1 To control the character of the Company. This will include applying architectural standards of buildings and other structures to be erected in Company.
- 1.2 To control the use of roads and open areas in Company, subject to all local, Provincial and National laws.
- 1.3 To provide for the maintenance of roads, other infra structure and designated areas in Company.
- 1.4 To implement and control security procedures for admission to Thulani Eco Estate and generally in the Thulani Eco Estate itself and where applicable outside Thulani Eco Estate.
- 1.5 To issue and thereafter vary, alter, retract or add to rules and regulations for the administration and control of properties in Thulani Eco Estate and the owners and other occupants of properties in Thulani Eco Estate.
- 1.6 To make rules with respect to the architectural guidelines regarding the construction of homes and other structures on erven in Company, and for the imposition of penalty levies and / or other steps should rules/guidelines not be complied with .
- 1.7 To levy contributions from its members of such amounts and so regularly as the Directors of the Company shall determine as sufficient to defray the expenses of the Company, as more fully set out below.
- 1.8 To appoint and/ or employ persons, companies or consultants to manage, investigate or help with the affairs of the Company.
- 1.9 To ensure that members, visitors, employees, contractors amongst others conduct themselves in a manner or way that ensures harmony and peace.
- 1.10 To open and run bank and / or other accounts, receive and make payments and generally conduct business in the name of the Company.
- 1.11 The Company shall be governed as per the current M.O.I.

2 GENERAL

- 2.1 All persons who enter Thulani Game Lodge and Thulani Eco Estate will do so at their own risk entirely. The Board of Directors, the Company or its associates, family members, staff, contractors, management, temporary workers, visitors or any persons related to the Company will not be responsible for any injuries, loss of property ,loss of income, theft or loss of life in any format whatsoever. Thulani Eco Estate is a private nature reserve, situated in Wachteenbeetje 435 KQ which is a registered township.
- 2.2 Every person who receives transfer of an erf / stand in Thulani Eco Estate will upon registration of transfer automatically become a member of the Company. If the party

taking transfer is not a natural person, it will be obliged prior to transfer to nominate a natural person to represent it and to notify the Company of the full names, identity number, street address and postal address of the appointed representative, failing which the Company may select the identity of the representative from amongst the directors, members, trustees, partners or other similar office bearers of the owner.

- 2.3 Every person who becomes a member of the Company shall automatically cease to be a member as soon as such person ceases to be the registered owner of an erf /stand in Thulani Eco Estate.
- 2.4 To prevent over exploitation of Thulani Eco Estate and Common Property that belongs collectively to each member/owner, the renting out of units in any form or manner will not be allowed except for Portions 21 & 22 which have commercial rights.
- 2.5 Where an erf is owned by more than one person, all the registered owners shall together be deemed to be **ONE** member of the Company and shall together have the rights of **ONE** member of the Company, but shall jointly and severally be liable for the member's obligations and shall together exercise one vote at meetings of the Company.
- 2.6 With the above in mind all VISITORS to owners will be allowed as NON PAYING GUESTS only and only in the **PRESENCE** of the owner. This will not apply to Portions 21 and 22.
- 2.7 Visitors to all properties must be accompanied by the owner or delegated person at all times when these guests enter Common Property. Game drives to be accompanied by the owner or delegated person. Walking, cycling or birding will be excluded from the presence of an owner. Responsibility will reside with the legal entity or owner as well as the visitor
- 2.8 Direct family members of the owner (i.e. **Parents & Children**) will be allowed as visitors without the owner being present. The responsibility will reside with the legal entity or owner as well as the direct family/ member.
- 2.9 The Rules set out in this document are binding on all members of the Company, as well as the occupants of erven in Thulani Eco Estate who are not owners i.e. not members of the Company. In this regard the registered owner of a stand/ erf in Thulani Eco Estate is responsible, as a member of the Company, to ensure that occupants of their stand/ erf who are not members of the Company as well as the member's family, visitors, friends, employees, contractors and invitees or other abide by the Rules of the Company.
- 2.10 In the quest for a happy and harmonious community, owners and residents of Thulani Eco Estate` are obliged to use and enjoy the properties they own and / or occupy as well as the public and open spaces in accordance with their own rights, but as curtailed by the rights of other members or occupants.
- 2.11 Disputes are to be determined in a manner set out in the Company Rules.
- 2.12 The Rules and provisions are of an operative nature and are therefore binding.

- 2.13 The Company and / or its Board of Directors has the right to warn / or demand an explanation / or fine transgressors or take further action or an accumulation of the above, where any of the Rules stipulated by the Company from time to time, are transgressed or infringed upon. Income derived from fines will accrue to the Company .
- 2.14 Fines will appear on the monthly levy statement and shall become payable on presentation.
- 2.15 Fines are at the discretion of the Company and may vary from R500,00 (five hundred Rand) to R20,000,00 (twenty thousand Rand).
- 2.16 Caravans, trailers, boats, tools, vehicle parts and other equipment are to be stored out of view and in enclosed areas.
- 2.17 No new Wendy Houses, or tool sheds may be erected.
- 2.18 The use of shade cloth is prohibited.(Refer to Architectural Guidelines in Section D.)
- 2.19 Building material or plants/ trees and grass or other rubble may not be dumped on roads, other erven or open spaces under any circumstances. Any leftover building materials are to be removed off Thulani Eco Estate as per Contractor's Rules
- 2.20 No trees or plants may be removed without the permission of the Board of Directors / Company.
- 2.21 No advertising boards of what ever nature will be allowed to be erected on any portion of Thulani Eco Estate, whether it be in the roads, on the fences or at the main gate or in the provincial road serving Thulani Eco Estate.

3 ROADS, OPEN SPACES AND VEHICLES

- 3.1 The roads of Thulani Eco Estate are intended for both vehicle and pedestrian traffic. Drivers of motor vehicles do not have preferential right of use and are obliged to afford all other users of roads including all animals an equal right of use with a right of way to all animals.
- 3.1.1 The speed limit is restricted to a maximum of 30 km per hour on all **green roads** and 20 km on **red roads**. The Board of Directors or Management or appointed person may exceed these limits due to any form of emergency or crisis.
- 3.1.2 Game viewing vehicles. (Refer to Game Drives and Game Viewing Vehicles in Section C.)
- 3.1.3 Parents are responsible for the safety of their children and should ensure that their children or visitors do not play in roads or the Common Property. Drivers and cyclists to be alert and take extreme caution at all times for the possible presence of people and animals on the roads.
- 3.1.4 Drivers are not allowed to drive anywhere except on the designated roads of Thulani Eco Estate. Vehicles are not allowed in sensitive areas or in the veld at all.

Management and the Board of Directors or its representative may drive where ever deemed necessary.

- 3.1.5 Parking / stopping for game viewing should be exercised in a manner considering other members or visitors, traffic or game.
- 3.1.6 Only drivers older than 18 years and holding a valid driver's license will be permitted to drive a roadworthy vehicle in Thulani Eco Estate. No misbehavior or driving under the influence of alcohol or any other illegal substance will be tolerated .The Board of Directors' discretion will be binding and final.

No liability will be accepted for injuries caused by any driver ,cyclist, runner or pedestrian.
- 3.1.7 All vehicles used on the roads of Thulani Eco Estate should be in a roadworthy condition and will not be allowed to be used without proper lights, working brakes etc.
- 3.1.8 Night drives are allowed until 22h00 and must be reported before departure to the Board of Directors.
- 3.1.9 Spotlights are expressly forbidden in any of the residential areas.
- 3.1.10 Thulani Eco Estate is, above all, a nature reserve, and the focus will be on the enjoyment of its tranquility and the preservation of its Fauna and Flora. No loud music or noise are allowed in the veld.
- 3.1.11 Quad bikes and Motor Bikes for members: (Refer to Quad Bike Rules in Section F.). The Board of Directors, Management and staff are entitled to use these vehicles for the purpose of managing Thulani Eco Estate

4 ENVIRONMENTAL MANAGEMENT

- 4.1 No rubble or refuse, cigarette buds or bottles may be dumped or discarded in any public area, including the road or vacant stands.
- 4.2 Residents are requested to develop the habit of picking up and disposing of any litter encountered in the veld or in open spaces and roads.
- 4.3 Flora may not be damaged or removed from any area.
- 4.4 Fauna of any nature may not be **chased, trapped, killed or disturbed in any way.**
- 4.5 Residents shall ensure that declared noxious flora are not planted and do not grow on their premises. Only indigenous flora may be planted.
- 4.6 Vacant stands and homesteads must be kept neat, tidy and clean to the satisfaction of the Company. Should the homeowner fail to remove rubble after requests by the Board of Directors / Company, the Board of Directors / Company have the right to remove the rubble at the cost of the owner.

- 4.7 General refuse and refuse bags may not be placed anywhere except in designated containers that are baboon proof. Refuse is collected on Mondays and should be placed in the main road on Monday mornings. Should this not be possible the Board of Directors may be contacted. Refuse can be delivered at the self help drum at the entrance of the Staff gate.
- 4.8 No coal fires are allowed. No open fires (particularly braai and barbeque fires) may be left unattended. Extreme care must be taken in this regard. Fires must be reported immediately to the Board of Directors, staff or Management.
- 4.9 All owners, their guests, visitors, contractors or workers to take special notice that ALL FIRES to be started ONLY in contained and WALLED areas and fires should there-after be properly extinguished and doused before the area is left.
- 4.10 No open fires are allowed in the veld for picnic, braai or other purposes.
- 4.11 It is expressly forbidden to harvest any firewood from the veld for the making of fires or any other reason. The Board of Directors reserves the right to use their discretion in harvesting fire wood when and where ever necessary.
- 4.12 View points and picnic spots should be for the enjoyment of all owners/visitors/guests.
- 4.13 The climbing of game fences is strictly forbidden.
- 4.14 Use of firearms brought onto Company by owners, visitors, guests, contractors or workers is strictly forbidden. If requested, firearms are to be declared to security or the Board of Directors or management. Vehicles may be searched by the Board of Directors / management or an appointed person.
- 4.15 Hunting: (Refer to Hunting Rules in Section G.)
- 4.16 Should any owner, visitors, guests, or contractor bring onto Company any carcass of a hunted animal, this must be declared and accompanied by a letter from the owner on which property the game was hunted. Failing to declare any hunted game and/or failing to provide a letter from the owner on whose property the game was hunted, will result in the assumption that the game was poached and a criminal charge will be laid on any contravention of this Rule. This also applies to life stock.

5 ESTATE RULES

- 5.1 No activity, sport or hobby which may cause aggravation or a nuisance to fellow occupants and neighbors may be conducted, including but not limited to woodwork and welding etc.
- 5.2 The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to an acceptable level. Due to the quietness of Thulani Eco Estate, tolerance of neighbors in this regard must be exercised. All loud music and noise with reference to partying, celebrations, swimming or other should be quiet down completely by 22h00 .

- 5.3 The use of power saws and power tools should only be undertaken as follows:
- 5.3.1 07h00 to 18h00 - Mondays to Fridays.
- 5.3.2 07h00 to 15h00 - Saturdays
- 5.4 All fire-arms / air guns/ bows / catapults/ assegais /spears / hunting knives or other implements used for hunting must be declared to the Board of Directors upon enquiry .
- 5.5 No animal or bird/fowl /game/reptile may be hunted, killed, disturbed or caught in any way.
- 5.6 No pets of any description with the exclusion of dogs under certain rules (Refer- RULES DOGS) are allowed on Company
- 5.7 No fireworks are allowed
- 5.8 Fishing, swimming, boating or water sport in dams in the Estate will not be permitted.
- 5.9 Owners, their family, visitors or employees may not issue orders/requests concerning any work or activity to be done by any of the employees or staff in the employ of Company except through the Manager or Board of Directors of Company.
- 5.10 No visible telephone lines will be allowed on Thulani Eco Estate.
- 5.11 All residents are urged to exercise due tolerance, reasonableness and consideration amongst themselves. In the event of an unresolved issue between neighbors it shall be adjudicated as follows:
- 5.11.1 Written submissions to be made to the Board of Directors / Company by all parties involved.
- 5.11.2 The Board of Directors / Company may in its sole discretion decide to arbitrate, not arbitrate, or refer the matter to an independent arbitrator.
- 5.11.3 In each instance the finding of the Board of Directors / Company or the independent arbitrator will be final.

6 USE AND OCCUPATION OF ERVEN AND UNITS/ PORTIONS

“Unit” and/or “Portion” means land, erf, stand, dwelling, and/or outbuildings.

6.1 Use of Unit:

- 6.1.1 The use of a unit shall be governed by the THABAZIMBI Local Municipality Town Planning Scheme or other approved scheme applicable to Company.
- 6.1.2 No unit may be used for anything other than pure residential purposes. No business operations or trading will be allowed.

6.1.3 It is noted herewith that only Portions 21 & 22 have registered commercial right and may be operated as a lodge for profit

6.1.4 It is expressly prohibited to rent out or let any unit on a commercial basis

6.2 Occupation of Unit

The maximum number of persons allowed to reside at any one time on a property shall not exceed sixteen persons. (Refer to Architectural Guidelines in Section D)

7 COMMENCEMENT AND COMPLETION OF CONSTRUCTION

7.1 The “Contractor’s Rules & Regulations” in Section E and “Architectural Guidelines” in Section D must be read and considered in conjunction with these Rules.

8 SECURITY

8.1 General

In the event that the Company decide to employ the services of a Security Service, the following will apply:-

8.1.1 The Company will from time to time issue specific instructions / rules to all security employees.

8.1.2 Security protocol at the gate must be adhered to by all owners/visitors/workers /contractors and other persons at all times.

8.1.3 Right of admission to Thulani Eco Estate is reserved by the Company .

8.1.4 Security or the Board of Directors or management may insist on the Identification of any person on Company:

8.1.4.1 SA RESIDENTS; by way of a South African identity document or passport or drivers licence or any other form of legal identification must be presented upon entry or traversing of Thulani Eco Estate.

8.1.4.2 VISITORS: A legal passport or identity document.

8.1.4.3 Workers/sub-contractors/ temporary workers/ domestic workers: A identity ID document or passport. All working documents as requested by SA Law. Workers to be the responsibility of the Owner or Contractor.

8.1.5 Owners must request visitors to adhere to security protocol. Residents are requested to treat the personnel in a co-operative and courteous manner.

8.1.6 All instances (or attempts thereto) of burglary/ fence jumping/ vandalism/ traffic offences etc MUST without fail be reported to the Board of Directors / management or Security.

SECURITY is an attitude and we request all owners and visitors to be pro-active and vigilant . Do not hesitate to question any suspicious activity!

- 8.1.7 Security personnel or Board of Directors or management will have the authority to stop and search any person or vehicle on Company

8.2 **Service Providers and Contractors**

- 8.2.1 Only registered services providers are allowed to work on the Estate on weekdays from 07h00 to 18h00. Work on weekends and public holidays may take place with prior approval of the Board of Directors. Owners must accompany the Service provider.

Only registered Contractors /Sub-Contractors and workers are allowed to work on Company. (Refer to Contractors Rules and Regulations in Section E for working hours.)

- 8.2.2 Contractors and / Sub-contractors must register at the office and arrange for access cards for all vehicles. Only the contractor/sub-contractor and his/her workers who are in possession of an access clearance will be allowed into Thulani Eco Estate.
- 8.2.3 Contractors/Sub-contractors may not park in front of the entrance gate, but in the designated zone where workers can embark or disembark the vehicle.
- 8.2.4 Contractors/Sub-contractors or their workers will not be allowed to stroll around Company. and are only allowed to be on the applicable site.
- 8.2.5 All delivery vehicles to exit by 18h00.
- 8.2.6 No trucks with a mass of more than 4 tons will be allowed into Thulani Eco Estate without prior approval of the Company.
- 8.2.7 Contractors/Sub-contractors will be held responsible for damages done on Thulani Eco Estate which includes damages to property, trees, plants, gates, roads, etc. and waste dropped anywhere in Company.

8.3 **Domestic Workers:**

- 8.3.1 All domestic workers must be in possession of one of the following; SA Identity documents, SA passport, SA drivers licence or any other legal work permit.
- 8.3.2 The Board of Directors and Company will not be held responsible for any disputes regarding domestic employment.
- 8.3.3 Owners must transport workers around Thulani Eco Estate at all times. No worker is allowed to walk around Thulani Eco Estate on their own due to security reasons.
- 8.3.4 There are NO overnight facilities available on Thulani Eco Estate for ANY worker except those permanently employed by Company.

- 8.3.5 No domestic / garden or other staff may reside on any stand without the owners being present .

9 VISITORS

All visitors to Thulani Eco Estate are to be escorted by their hosts (owner or family member) and are subject to all the Rules and Regulation of the Company.

10 INDEMNITY

- 10.1 The residents' use of the open space areas are entirely at their own risk at all times. Every member of the Company hereby waives any right to claim damages from the Company and/or Board of Directors by virtue of damage to or loss of property or personal injury of such member, his family, servant or visitors that they may have suffered while anywhere on Thulani Eco Estate. Owners and their visitors enter Thulani Eco Estate at their own risk entirely.
- 10.2 Right of admission is reserved.
- 10.3 Every member further indemnifies the Company and / or Board of Directors against any such claims made by the member, his spouse, child, parent, servant, guest or invitee or any other person.
- 10.4 A member shall not be entitled to claim any damages of whatsoever nature or arising from whatsoever cause from either the Company and/or management / Board of Directors / relatives/ staff/ employees /contractors or workers.

SECTION B: RULES AND REGULATIONS REGARDING DOGS ON THULANI PREMISES

- 11 Dogs may be brought onto the Thulani Eco Estate premises as was approved on the Annual General Meeting held on the 11th June 2013.
- 12 The following rules will apply to all members, and the Directors will enforce such rules. All members of the Company will strictly adhere to such rules:
 - 12.1 No dogs may be brought on Thulani premises by any owner, if said owner **is not a temporary or permanent resident** and has **no dwelling** on the Thulani Eco Estate.
 - 12.2 No dogs are allowed on **open vehicles** at any time or when entering the Thulani Eco Estate.
 - 12.3 No dogs are allowed in or on any vehicle during game drives whatsoever.
 - 12.4 No dogs may be walked on a leash and must be kept in an enclosed area on the owner's premises.
 - 12.5 **No** visitors of any member of the Company may bring a dog onto the Thulani Eco Estate.
 - 12.6 Dogs may only be kept **on the owner's premises** in an enclosed area and may under no circumstances be allowed to walk freely on the owners premises.
 - 12.7 If any dog becomes a nuisance to any member of the Comapny, such owner of the dog will be requested by the Directors to remove the dog from the Thulani premises. In case of any disobedience thereof, the Directors will have the power to remove such dog as may deem fit.

SECTION C: RULES AND REGULATIONS PERTAINING TO GAME DRIVES AND GAME VIEWING VEHICLES ON THULANI ECO ESTATE

- 13** A Game Viewing Vehicle is a vehicle of any make which is 4x4, or 4x2 with differential lock and which is used for game viewing on Thulani Eco Estate. Most important criteria being that it blends into the bushveld environment.
- 13.1 Game Vehicles:**
- 13.1.1 must be green, kaki, brown or camouflage of colour;
 - 13.1.2 can be a vehicle with or without an enclosed cab;
 - 13.1.3 must be open at the back with fixed or removable seats for passengers;
 - 13.1.4 may have a removable canvas top for shading;
 - 13.1.5 must be 4-stroke;
 - 13.1.6 must be petrol, diesel or battery driven;
 - 13.1.7 can be a “side by side” manufactured for game viewing; and
 - 13.1.8 is not a standard SUV.
- 13.2** Only game viewing vehicles will be permitted to view game on certain dedicated routes. These routes will be clearly marked with a red or green beacon at every intersection, meaning that only game viewing vehicles may proceed beyond certain points.
- 13.3** All members of the Company will be furnished with a routing diagram clearly illustrating green and red routes. The green routing would be all the roads leading directly to the residential section of the Estate. The red routes will be game drive routes.
- 13.4** All game viewers must be identified by a stand number clearly visible on the vehicle. These numbers will be made available by the Company at a cost of R200.00 (two hundred Rand) per vehicle which costs will accrue to the Company. Payment in respect of the forgoing will be allocated to a member's levy account.
- 13.5** Non Resident Members who wish to visit the Estate may apply for a day or week end permit from the Company which can be obtained from the Thulani Lodge. The application must be made 24 hours before the arrival via e-mail to: rodney@thulani.co.za The permit will allow members who do not have homes on the Estate to drive through the Estate in a controlled manner.
- 13.6** Should there be a member who has a dwelling on the Estate and who has a supposedly valid reason as to why he/she cannot comply with any of Rules pertaining to Game Drives and Game Viewing Vehicles, a request in writing must be presented to the board via e-mail to johane@intekom.co.za giving good reasons as to

why he\she cannot comply. The board will consider the application and revert in writing. The board's decision in this regard is final.

- 13.7 Night drives may take place until 21h30. For security reasons the Thulani Lodge must be informed and a blind transmission will also be made on channel 1. Owners must take their two way radio with, as well as broadcast the night drive on channel 1 (one) for everybody to take note off. Nobody is allowed to game drive at night without a two way radio! Before departure please do a radio check on channel 1 to make sure your radio works.
- 13.8 Owners with dwellings who do not have a game viewing vehicle can apply for a non renewal permit for a 6 (six) month period to allow time to purchase a vehicle. The permit will be made out to only one vehicle per stand and only that vehicle must be used for all game drives. Permits are obtainable from the Thulani Lodge.
- 13.9 Any member or member's family, friends or contractors violating these rules will lay themselves open to prosecution. The Company will hold the responsible member liable for the offence. A minimum fine of R300.00 (three hundred Rand) could be handed down with a maximum fine of R3 000.00 (three thousand Rand).

SECTION D : ARCHITECTURAL GUIDELINES, RESIDENTIAL DESIGN AND CONSTRUCTION REGULATIONS

14 DESIGN

- 14.1 The style, look and feel of all structures on the site must comply with a "Bush veld format" in an Eco Estate, acceptable to the Company.
- 14.2 The design of the dwellings should blend sensitively to the existing Fauna and Flora and topography of the area on the Estate.
- 14.3 Specific requirements and conditions relating to all homes built, are as follows:

Materials	Must be brick and mortar /plastered.
Roofs	Must be thatch only.
Walls	Exterior walls to consist of a combination of the following: <ul style="list-style-type: none"> - natural stone & rock from the area; - plastered walls (in earth colours) or - an acceptable simulation thereof.
Bedrooms	Maximum sleeping accommodation 16 (sixteen) persons, including staff.
Buildings	Maximum of 5 (Five) live in structures. Servant's quarter subject to approval by the Board of Directors. T&C's apply. Carport and lapas may be separate from these structures.
Height	Maximum of two stories. 3m /storey plus roof pitch at 45 degrees.
Building lines	Area as indicated and pegged on site.
Pool	One pool, maximum 26000 litres.
Kitchen	One kitchen with stove in main residence area.
Kitchenettes	Will be considered and subject to approval by the Board of Directors.
Area	Minimum size dwelling 120 m square. Maximum 750 m square.
Windows/Doors	Wood frames/bronze Aluminium.
Staff accommodation	Should open onto screened areas/patios.
Kitchen areas	Should open onto screened areas or patios.
Awning, TV aerials, satellite dishes, solar panels & other such items, if used	Should be incorporated into the building and form part of the basic structure.
Washing lines	To be fully screened not visible from roads.
Mechanical equipment	To be designed into buildings and/or enclosed/ screened
Air conditioners, pool pumps etc	To be designed into buildings and/or enclosed/ screened.

A Jo-Jo's 5000 litre minimum capacity water reservoir must be installed at each stand/erf. With the view of easing future water demand this has become mandatory. All existing dwellings must comply by the end of 2015. No water irrigation systems may be installed or used.

- ## 15 CONDITIONS RELATING TO BUILDING ACTIVITY

- 15.3 The above also applies to any additions and alterations to be made to existing structures.

16 CONSTRUCTION

- 16.1.1.1 Prior to any work taking place or any material being delivered to site a screen consisting of natural shade netting, with minimum height of 1,5 (one and a half) meters from ground level and a density of at least 80% (eighty percent), must be erected around the entire construction area with only 1 (one) opening not wider than 6 (six) meters to retain the aesthetic value of the property. Should the construction area be inset deep into the site, netting may not be deemed necessary subject to the approval of the Board of Directors.

- 16.1.1.2 All staff and materials must remain within this demarcated construction area as far as possible .
- 16.1.1.3 Access to the construction area shall be limited to 1 (one) opening situated facing the access road to the site where possible .
- 16.1.1.4 No materials may be temporarily received, stored, mixed or prepared on any roads or outside this area.
- 16.1.1.5 This shade net screen, if applicable, may only be removed at the end of the project on the express approval of the Board of Directors.

16.1.2 **Cleanliness**

- 16.1.2.1 Contractors must ensure that the site is kept clean at all times.
- 16.1.2.2 Removal of building rubble, general cleaning and good housekeeping practice must take place during building operations on a regular basis, with particular care to be taken to leave the site in a clean condition before weekends /long weekends.
- 16.1.2.3 Any material, including plastic bags or chemicals, which may be hazardous to wild animals or which may blow off site must be disposed of before leaving site each day.
- 16.1.2.4 No rubbish may be burnt or buried on the stand .

16.1.3 **Toilets**

- 16.1.3.1 A minimum of one chemical toilet or similar must be provided on each site on which construction is taking place. The toilet to be kept clean and in good order with the door closed at all times. This toilet must be positioned within the demarcated construction area .

16.1.4 **Working Hours**

- 16.1.4.1 Construction activity is restricted to the following hours:
 - 16.1.4.1.1 Mondays through Fridays from 07:00 hours to 18:00 hours; and
 - 16.1.4.1.2 Saturdays from 7.00 am to 15.00 pm.
- 16.1.4.2 Should the need arise permission may be given to contractors to continue outside these hours under certain criteria. The Board of Directors can be contacted re these conditions. Application for relaxation of the above must be sought 24 (twenty four) hours in advance with the Board of Directors which decision will be final.

16.1.5 **Structures**

- 16.1.5.1 Contractors may place a temporary lockable store facility on the site within the construction area only.

16.1.5.2 Other than this store no other moveable or immovable structure may be placed, temporarily or permanently, on the property without written approval from the Board of Directors.

16.1.6 Vehicles And Roads

16.1.6.1 No vehicle in excess of 8 (eight) meters and or 4 (four) tons gross weight may use the roads on the Estate. Should you require relaxation of the above please contact the Board of Directors.

16.1.6.2 The maximum speed limit on all roads is strictly 30 KPH. Speeding and reckless driving will not be tolerated. Fines will be imposed on guilty persons if apprehended. Should the contractor/ sub-contractor / service provider or guests of an owner be guilty of speeding or relevant misbehaviour on roads the owner will be liable for the fine.

16.1.6.3 No vehicles may be parked outside of the demarcated construction area.

16.1.7 Staff/Labourer's/Worker's Uniforms/Clothing

16.1.7.1 All labourers to wear identifiable clothing at all times while on the property, i.e.: overall, or T-shirt, bibs and or similar.

16.1.7.2 No contractor's staff/workers / labourers or sub-contractors are permitted to remain on the property outside of construction hours unless authorized by the Board of Directors.

16.1.7.3 No labourer/ worker/sub-contractor or staff may move around on the development or leave the demarcated building site other than on the contractor or sub-contractor's vehicle.

16.1.7.4 Walking from site to site, or to and from the main gate, is strictly not permitted.

16.1.7.5 Construction staff /labourers/ workers are not permitted on the property

16.1.7.5.1 prior to 07H00 on Mondays to Fridays and must be collected by 18:H00; and

16.1.7.5.2 07H.00 on Saturdays and must be collected by 15h00 except with consent of the Board of Directors.

16.1.8 Noise And Dust

16.1.8.1 Contractors to ensure that noise and dust is kept as low as reasonably possible to minimize inconvenience to other persons on the Estate. Loud music, whistles, hooters and sirens are not permitted.

16.1.9 Fires

16.1.9.1 All homeowners and contractors must ensure they clear an area around their dwelling of at least 6 (six) meters, and take adequate steps to prevent damage to their property from fire.

16.1.9.2 Particularly as a result of the Bushveld vegetation and number of people on the property, there is a high risk of uncontrolled fires spreading through the Estate.

16.1.9.3 Open fires for cooking or other purposes are permitted under very strict supervised conditions , enforceable by the Board of Directors.

16.1.10 **Liability for Damage**

16.1.10.1 Contractors are fully responsible for the conduct and discipline of all persons employed **or** used by them, including staff, sub-contractors and delivery personnel while on the Estate .

16.1.10.2 If any person is found disturbing, stealing, removing or endangering the animal, game, bird life, plant life or any Fauna & Flora or is found pilfering, stealing or removing material from the property without permission, or is involved in any form of violence, that person shall be permanently denied access to the Estate, and the company who employs that person may be removed from the Estate and denied the opportunity to undertake any further work on the property. Further steps may be taken .

16.1.11 **Co-operation**

16.1.11.1 All contractors are to co-operate with management and/or the Board of Directors and comply with their directives at all times.

16.1.11.2 If any specific complaint or request to refrain from any activity is received from 3 (three) homeowners in the surrounding area, the contractor must cease the offensive activity forthwith until management and/or the Board of Directors gives specific approval to continue, which approval may be on such terms and conditions as is considered necessary.

16.2 **COMPLETION**

16.2.1 From date of commencement of construction a contractor has 12 (twelve) calendar months to complete the project meaning completing within the terms and conditions of the Company.

16.2.2 On completion of construction the homeowner shall request management and / or the Board of Directors to inspect the site and the structures to ensure the following:

16.2.2.1 the regulations relating to the site and construction have been complied with;

16.2.2.2 the site has been properly cleaned and tidied;

16.2.2.3 direct access roads to the site and verges have been repaired and are in good condition;

16.2.2.4 the structures are in accordance with the plans submitted; and

16.2.2.5 the surrounding area has been restored to a natural state, as far as reasonably possible.

- 16.2.3 Provided Management and/or the Board of Directors are satisfied with the condition of the site, the surrounding area and the structures erected, they shall advise the homeowner accordingly and give permission for the shade netting screen around the construction area to be removed where and if necessary .
- 16.2.4 No dwellings may be occupied until management and/or the Board of Directors has specifically approved the completion of the project and have received an occupation certificate from the Thabazimbi City Council in respect of the completed dwelling(s).

17 MANAGEMENT LIABILITY

- 17.1 It is acknowledged that there is a considerable amount of construction activity taking place on the ESTATE and that there are additional risks involved relating to the Fauna and Flora and wild animals which roam freely on the Estate.
- 17.2 Homeowners, contractors and all persons working on/ or visiting the property do so entirely at their own risk and management and/or the Board of Directors and/or the Company accepts no liability whatsoever for any damage or injury caused at any time, including while traversing on the Estate or using any of the facilities. Acceptance of the terms and conditions is a condition of entry into the Estate and entry is entirely at the owner's and visitors' or workers' own risk.

18 SECURITY

- 18.1 A security organisation may be employed by the Company in the future to control access and security on the Estate. Rules and Regulations must be adhered to at all times.
- 18.2 All persons on the Estate must comply with and adhere to the security regulations and controls required by management and/or the Board of Directors from time to time.
- 18.3 It is a specific requirement that all vehicles entering and exiting the property are subject to being searched at any time.
- 18.4 Any contravention of the security procedures or requirements shall be considered a severe breach of these regulations and shall be dealt with accordingly.
- 18.5 Thulani Game Lodge and Eco Estate is a private Estate with the right of admission reserved.

19 LANDSCAPING, PLANTS AND GARDENS

- 19.1 Only indigenous trees, shrubs or plants may be planted by homeowners on their site. A list of approved plants can be obtained from the Company.
- 19.2 No noxious plants may be planted or kept on a site at any time.

19.3 Lawns are discouraged due to water sensitivity. A 50 (fifty) square metre area adjacent to the main dwelling is permitted subject to approval at the time and will be considered by the Board of Directors should grey water be available for irrigation. The decision of the Board of Directors will be final.

19.4 No trees, shrubs or other plants may be planted outside of a homeowner site.

19.5 No garden irrigation systems may be installed or used.

20 FENCING AND SCREENING

20.1 Fencing or enclosing of property in any format is permitted.

20.2 No boundary fencing in any format is permitted.

20.3 Screening between and in areas immediately around and adjacent to the main dwelling is permitted provided that it is of limited height, is part of the overall building design, and does not disturb the aesthetics of the surrounding area. No shade netting may be used as screening.

20.4 Should shade netting be incorporated in an architectural house plan as sun protection, the Board of Directors will consider UV COOLAROO products in earth tone colours.

21 PROHIBITED BUILDING MATERIALS

21.1 The following building materials may not be used:

21.1.1 pre-cast concrete walls;

21.1.2 tents / Plastic /Zinc/Timber;

21.1.3 reflective or metal sheeting or mirrors;

21.1.4 razor wire, security spikes or similar security features;

21.1.5 any bright coloured walls, structures or objects;

21.1.6 unplastered / unpainted walls;

21.1.7 face brick walls;

21.1.8 reflective mirrors/ windows unless approved by the Board of Directors;

21.1.9 caravans;

21.1.10 wooden structures;

21.1.11 mud huts; and

21.1.12 polystyrene.

- 21.2 Any material or design which is considered hazardous to animals / game/ birds Fauna & Flora is not permitted.

22 EXTERNAL LIGHTING

- 22.1 External lighting must be positioned with care not to impact on surrounding properties.
- 22.2 Great care should be taken not to disturb animals / nocturnal wild life in their habitat.
- 22.3 Floodlights may not be used where these shine directly towards other sites situated within 250 meters.

23 LIGHTNING CONDUCTORS

- 23.1 Lightning conductors are mandatory in terms of insurance companies and to enhance the security of the fire thread on the Estate. These masts need a SABS certification and must be renewed annually at an owner's expense. Contact the Board of Directors for further information on the recommended supplier.

SECTION E: CONTRACTOR'S RULES AND REGULATIONS

24 INTRODUCTION

- 24.1 The primary intention of these provisions is to ensure that all building activity at the Thulani Eco Estate (hereinafter referred to as "the Estate") occurs with the least disruption to the residents. In the event of uncertainty, the contractor or owner should communicate with the Board of Directors.
- 24.2 The Architectural Guidelines appear as Section D of the Rules of the Company and must be read in conjunction with these Rules and Regulations.

25 LEGAL STATUS

- 25.1 The Thulani Homeowners Association NPC (hereinafter referred to as "the Company") has the right to penalize, prosecute and /or fine the owner, contractor and/or sub-contractor and /or any person directly or indirectly involved with the owner and/or suspend any building activity, should there be a contravention of the following (but not limited to) any of the conditions mentioned below:
 - 25.1.1 the Architectural Guidelines of the Company;
 - 25.1.2 the Memorandum of Incorporation of the Company;
 - 25.1.3 any other Rules and Regulations of the Company; and
 - 25.1.4 statutory laws (Local and other) governing the Estate.
- 25.2 The BOD/ Company and / or employees, staff, relatives or other involved persons, accept no liability whatsoever for any losses sustained by the owner, contractor and/or sub-contractor or any person directly or indirectly involved with the owner as a result thereof.
- 25.3 The Board of Directors, the Company and/or employees, staff, relatives or other involved persons, accept no responsibility or liability for any injury, loss of life, loss of income, damage, damage of property or loss of materials or equipment during, pre- or post, building operations.

26 CONDITIONS RELATING TO BUILDING ACTIVITY

- 26.1 All building plans to:
 - 26.1.1 firstly comply with the Architectural Guidelines of the Company;
 - 26.1.2 be approved by the Architectural Subcommittee/ Board of Directors of the Company in order to assure such compliance;
 - 26.1.3 be handed in and stamped for approval by the Thabazimbi Municipality with all other relevant and supporting documentation as well as legal requirements.

27 CONSTRUCTION ONCE OFF COSTS

- 27.1 All relevant monies have been paid in advance to Company in respect of :
- 27.1.1 R2500.00 as scrutiny fee for the approval by the Board of Directors in verifying that plans conform to the Architectural Guidelines. This amount is non refundable.
- 27.1.2 R 5000.00 as road deposit fee. This amount is non refundable.
- 27.1.3 A non refundable room deposit in terms of the workers which will be required for the duration of the project. A self explanatory room deposit costing schedule is attached for the perusal of the contractor and owner.
- 27.2 The above also applies to any additions and alterations to be made to existing structures.
- 27.3 Room deposit costing schedule is as follows;

Size of room	Deposit
200 square metres or smaller	R4000.00
201 to 300 square metres	R5000.00
301 to 400 square metres	R6000.00
401 to 500 square metres	R7000.00
500 to 700 square metres	R8000.00
700 to 750 square metres	R10000.00

28 CONSTRUCTION

- 28.1 **Constructions and Dwellings on the Property**
- 28.1.1 All contractors and sub-contractors and their workers must be in possession of an approved access card before entering the Estate. A temporary permit will be granted to contractors, sub- contractors and their workers who will be working on the site for a maximum period of three months, against the presentation of a valid South African identity document and/ or legal work permit.
- 28.1.2 Entry to and exit from the Estate for all contractors, sub-contractors and their workers is only allowed at such point as designated for that purpose by the Board of Directors / Company from time to time.
- 28.1.3 All workers or people involved with the contractor or owner for building purposes must be transported to and from the designated building site by vehicle. No pedestrian traffic is permitted on the Estate. No smoking is allowed while in transit.
- 28.1.4 Building activity including installations will only be permitted during the following hours:
- 28.1.4.1 Monday to Friday from 07H00 to 18h00; and
- 28.1.4.2 Saturday from 07h00 to 15h00.

- 28.1.4.3 In extra ordinary circumstances contact management or the Board of Directors / Company
- 28.1.5 Delivery of supplies will only be permitted during the following hours:
 - 28.1.5.1 Monday to Friday from 07H00 to 18h00; and
 - 28.1.5.2 Saturday from 07h00 to 15h00.
 - 28.1.5.3 Late deliveries are subject to approval by Management or the Board of Directors / Company only.
- 28.1.6 Timely written applications may be submitted to the Board of Directors / Company should extension for building operations or installations be required after allocated times. Such approval will only be granted in exceptional cases .
- 28.1.7 To ensure the speedy delivery of building supplies, all sites should be clearly identifiable. Building boards may only be erected if they comply with the specifications laid down by the Board of Directors / Company. Details of the approved format are available from the Board of Directors / Company office. No sub-contractor's advertising boards will be permitted on the Estate.
- 28.1.8 No materials, implements or equipment may be stationed on the roadway, pavement or adjacent sites. Delivered materials that encroach on the previous, must be moved onto the demarcated construction area by the contractor the same day.
- 28.1.9 The contractor and/or the owner will be held responsible for damage caused to curbs, roads, sidewalks and/or damage to adjacent properties, Fauna & Flora.
- 28.1.10 No dumping on any site, adjacent or other, is permitted. The site is to be kept as neatly as possible during the entire building period. The contractor shall provide facilities for daily rubbish disposal i.e. paper, plastic and other containers and ensure that workers make use of this facility.
- 28.1.11 No alcohol or forbidden substance abuse will be tolerated or allowed on the Estate or the building site. Immediate dismissal and expulsion from the building site and Estate will be mandatory. Access cards will be cancelled.
- 28.1.12 Should the need arise, with the approval of the Board of Directors / Company, night watchmen may be employed to secure the premises.
- 28.1.13 On completion of construction, the contractor will ensure that all access cards are returned to management or the Board of Directors / Company for cancellation.
- 28.1.14 It is incumbent on the owner and contractor to ensure that sub-contractors and workers are aware of these Rules at all times.
- 28.1.15 Workers must be paid according to the minimum wage requirements where at all possible .

- 28.1.16 Contractors, sub-contractors and any persons involved on the building site must be identifiable by way of a uniform and or similar meaning an overall and/or T-shirts/ bibs or similar.
- 28.1.17 Contractors must be registered in accordance with the Workman's Compensation Act where possible.
- 28.1.18 Owners, contractors, sub-contractors, workers and persons on the terrain must strictly adhere to the safety requirement as far as possible .
- 28.1.19 Contractors must be registered with the NHBRC. .Sub-contractors where applicable, must be registered with the NHRBC
- 28.1.20 Extreme caution must be exercised with an open flame for cooking purposes. Open fires in a secure walled area, for cooking purposes only and under strict supervision of the contractor must be brought to the attention of Management and the Board of Directors / Company. It remains the sole duty of the Contractor and owner to ensure that the fire is extinguished and doused in totality after usage. Smoking must be strictly monitored.

28.2 Construction Area

28.2.1 Demarcated Construction Area

- 28.2.1.1 Prior to any work taking place or any material being delivered to site a screen consisting of natural shade netting, with minimum height of 1,5 (one and a half) meters from ground level and a density of at least 80% (eighty percent), must be erected around the entire construction area with only one opening not wider than 6 (six) meters to retain the aesthetic value of the property. Should the construction area be inset deep into the site, netting may not be deemed necessary subject to the approval of the Board of Directors / Company.
- 28.2.1.2 All staff and materials must remain within this demarcated construction area as far as possible .
- 28.2.1.3 Access to the construction area shall be limited to one opening situated facing the access road to the site where possible .
- 28.2.1.4 No materials may be temporarily received, stored, mixed or prepared on any roads or outside this area.
- 28.2.1.5 This shade net screen, if applicable, may only be removed at the end of the project on the express approval of Board of Directors / Company.

28.2.2 Cleanliness

- 28.2.2.1 Contractors must ensure that the site is kept clean at all times.
- 28.2.2.2 Removal of building rubble, general cleaning and good housekeeping practice must take place during building operations on a regular basis, with particular care to be taken to leave the site in a clean condition before weekends /long weekends.

28.2.2.3 Any material, including plastic bags or chemicals, which may be hazardous to wild animals or which may blow off site, must be disposed of before leaving site each day. No rubbish may be burnt or buried on the stand.

28.2.3 **Toilets**

28.2.3.1 A minimum of one chemical toilet or similar must be provided on each site on which construction is taking place. Toilet to be kept clean and in good order with door closed at all times. This toilet must be positioned within the demarcated construction area.

28.2.4 **Working Hours**

28.2.4.1 Construction activity is restricted to the following hours:

28.2.4.1.1 Mondays through Fridays from 07H00 hours to 18H:00 hours;

28.2.4.1.2 Saturdays from 07H00 to 15H00;

28.2.4.2 Should the need arise permission may be granted to contractors to continue outside these hours under certain criteria. The Board of Directors / Company can be contacted re these conditions. Application for relaxation of the above must be sought 24 (twenty four) hours in advance with the Board of Directors / Company, which decision will be final.

28.2.5 **Structures**

28.2.5.1 Contractors may place a temporary lockable store facility on the site within the construction area only.

28.2.5.2 Other than this store no other moveable or immovable structure may be placed, temporarily or permanently, on the property without written approval from the Board of Directors /BOD.

28.2.6 **Vehicles and roads**

28.2.6.1 No vehicle in excess of 8 (eight) meters and or 4 (four) tons gross weight may use the roads on the Estate. Should a contractor or owner require relaxation of the above please contact the Board of Directors / Company.

28.2.6.2 The maximum speed limit on all roads is strictly 30 KPH. Speeding and reckless driving will not be tolerated. Fines will be imposed on guilty persons if apprehended. Should the contractor/ sub-contractor / service provider or guests of an owner be guilty of speeding or relevant misbehaviour on roads the owner will be liable for the fine.

28.2.6.3 No vehicles may be parked outside of the demarcated construction

28.2.7 **Staff/labourer's/worker's uniforms/Clothing**

28.2.7.1 All labourers to wear identifiable clothing at all times while on the property, i.e.: overall, or T-shirt, bibs and/or similar.

- 28.2.7.2 No contractor's staff/workers / labourers or sub-contractors are permitted to remain on the property outside of construction hours unless authorized by the Board of Directors / Company .
- 28.2.7.3 No labourer/ worker/sub-contractor or staff may move around on the development or leave the demarcated building site other than on the contractor or sub-contractor's vehicle.
- 28.2.7.4 Walking from site to site, or to and from the main gate, is strictly not permitted.
- 28.2.7.5 Construction staff /labourers/ workers are not permitted on the property prior to
- 28.2.7.5.1 07H00 on Mondays to Fridays and must be collected by 18H00; and
- 28.2.7.5.2 07H00 on Saturdays and must be collected by 15h00 except with consent of the Board of Directors / Company .
- 28.2.8 **Noise And Dust**
- 28.2.8.1 Contractors to ensure that noise and dust is kept as low as reasonably possible to minimize inconvenience to other persons on the Estate. Loud music, whistles, hooters and sirens are not permitted.
- 28.2.9 **Fires**
- 28.2.9.1 All homeowners and contractors must ensure they clear an area around their dwelling of at least 6 (six) meters, and take adequate steps to prevent damage to their property from fire.
- 28.2.9.2 Particularly as a result of the Bush veld vegetation and number of people on the property, there is a high risk of uncontrolled fires spreading through the Estate.
- 28.2.9.3 Open fires for cooking or other purposes are permitted under very strict supervised conditions, enforceable by the Board of Directors / Company.
- 28.2.10 **Liability for Damage**
- 28.2.10.1 Contractors are fully responsible for the conduct and discipline of all persons employed or used by them, including staff, sub-contractors and delivery personnel while on the Estate .
- 28.2.10.2 If any person is found disturbing, stealing, removing or endangering the animal, game, bird life, plant life or any Fauna & Flora or is found pilfering, stealing or removing material from the property without permission, or is involved in any form of violence, that person shall be permanently denied access to the Estate, and the Company who employs that person may be removed from the Estate and denied the opportunity to undertake any further work on the property. Further steps may be taken.

28.2.11 Co-operation

- 28.2.11.1 All Contractors are to co-operate with management and/or the Board of Directors / Company and comply with their directives at all times.
- 28.2.11.2 If any specific complaint or request to refrain from any activity is received from 3 (three) homeowners in the surrounding area, the contractor must cease the offensive activity forthwith until management and/or the Board of Directors / Company gives specific approval to continue, which approval may be on such terms and conditions as is considered necessary.

28.2.12 Completion

- 28.2.12.1 Once building has commenced on a stand/erf , the owner/contractor is obliged to complete the construction within 12 (twelve) months of date of commencement of construction. Completion means completing the project within the terms and conditions of the Company. A penalty may be imposed after the 12 (twelve) month period for non performance. The Board of Directors reserves the right to extend this period. This decision will be final
- 28.2.12.2 On completion of construction the Homeowner shall request management and / or the Board of Directors / Company to inspect the site and the structures to ensure the following:
 - 28.2.12.2.1 the regulations relating to the site and construction have been complied with;
 - 28.2.12.2.2 the site has been properly cleaned and tidied;
 - 28.2.12.2.3 direct access roads to the site and verges have been repaired and are in good condition;
 - 28.2.12.2.4 the structures are in accordance with the plans submitted; and
 - 28.2.12.2.5 the surrounding area has been restored to a natural state, as far as reasonably possible.
- 28.2.12.3 Provided management and/or the Board of Directors / Company are satisfied with the condition of the site, the surrounding area and the structures erected, they shall advise the homeowner accordingly and give permission for the shade netting screen around the construction area to be removed where and if necessary .
- 28.2.12.4 No dwellings may be occupied until management and/or the Board of Directors / Company has specifically approved the completion of the project and has received an occupation certificate from the Thabazimbi City Council in respect of the completed dwelling/(s).

28.3 MANAGEMENT LIABILITY

- 28.3.1 It is acknowledged that there is a considerable amount of construction activity taking place on the estate and that there are additional risks involved relating to the Fauna and Flora and wild animals which roam freely on the Estate.

- 28.3.2 Homeowners, contractors and all persons working on/ or visiting the property do so entirely at their own risk and management and / or the Board of Directors / Company accepts no liability whatsoever for any damage or injury caused at any time, including while traversing on the Estate or using any of the facilities. Acceptance of the terms and conditions is a condition of entry into the Estate and entry is entirely at the owner's and visitors' or workers' own risk.

28.4 **SECURITY**

- 28.4.1 A security organization may be employed by the Board of Directors / Company in the future to control access and security on the Estate. Rules and Regulations must be adhered to at all times.
- 28.4.2 All persons on the Estate must comply with and adhere to the security regulations and controls required by Management and / or the Board of Directors / Company from time to time.
- 28.4.3 It is a specific requirement that all vehicles entering and exiting the property are subject to being searched at any time.
- 28.4.4 Any contravention of the security procedures or requirements shall be considered a severe breach of these regulations and shall be dealt with accordingly.
- 28.4.5 Thulani Game Lodge and Eco Estate is a private Estate. The right of admission is reserved.
- 28.4.6 Rule 8 of the Rules and Regulations must be read in conjunction with these Rules.

28.5 **ABLUTIONS AND CONNECTIONS**

- 28.5.1 No building activity may commence on the designated site until the contractor has erected an ablution facility, connected to the sewerage system. Alternatively a chemical toilet and /or any suitable alternative must be approved by the Board of Directors / Company.
- 28.5.2 A temporary water connection must be in place and operational.
- 28.5.3 A temporary legal power supply must be installed by a qualified electrician.

28.6 **LAND SURVEYOR**

- 28.6.1 A Land surveyor certificate must be issued to the Board of Directors prior to construction taking place. The parameters of the stand must be clearly pegged and marked and verified by the Board of Directors / Company.

28.7 **PERMISSION**

- 28.7.1 Permission to commence building will be granted by the Board of Directors / Company by way of an e-mail, addressed to the contractor to commence building subject to the above being adhered to and complied with.

28.8 OCCUPATION CERTIFICATE

- 28.8.1 An occupation certificate from the Thabazimbi Municipal Council must be received prior to the owner moving in and a copy must be handed to the Board of Directors / Company for safe keeping. No exceptions will be entertained.

SECTION F: MOTOR BIKES AND QUAD BIKES

29 RULES RELATING TO MOTOR BIKES AND QUAD BIKES

- 29.1 Members or guests of members visiting the Estate on a motor bike or quad bike, may enter at the main gate and drive directly to the owner's residence/stand and park, using the shortest possible route, but not the red roads.
- 29.2 No driving around on the Estate is permissible, including driving on the road between the residence /stand and the gate.
- 29.3 After visiting the Estate, the owner or its guests may again drive from the stand/residence to exit at the main gate, using again the shortest possible route, excluding the red road.
- 29.4 No riding on the estate is permitted other than the foregoing.
- 29.5 Speed limit will not exceed 30 km/h.
- 29.6 Engine revolutions to be below 2000 RPM.
- 29.7 Animals have right of way.
- 29.8 A group must be formed if there is more than one rider.
- 29.9 Groups must travel together between the main gate and the residence/stand.
- 29.10 Visitors to Thulani Game Lodge booking an *outride*, must be accompanied by a director, owner or manager appointed by the Board of Directors.
- 29.11 Protective clothing is not prescribed by the Company and each person is liable in his/her personal capacity for his/her own shortcoming/liability.
- 29.12 The Chairman or delegated person may traverse the Estate in its entirety.
- 29.13 No exceptions to the Rules are allowed. The terms and conditions apply upon entry to the Thulani Eco Estate and the Board of Directors, the Company and TGL&EE as well as the owners, workers and agents shall not be responsible for any accident, bodily harm, loss of life, damage to property, arising from negligence or otherwise, fire, theft, or any other cause, or wrongful act of any person or agent employed by owners or companies.

SECTION G: BASIC HUNTING RULES AND REGULATIONS

30 BASIC HUNTING RULES AND REGULATIONS

- 30.1 The Hunting Rules as contained herein supersede all previous hunting rules and regulations. These rules are not exhausted and are the minimum basic rules and regulations which must be complied with and adhered to at all times. The rules set out in this document are binding on all members of the Thulani Eco Estate Homeowners Association ("the Company"), as well as the occupants of property in the Estate who are not owners and thus not members of the Company. In this regard the registered owners of property in the Estate are responsible, as members of the Company, to ensure that occupants of their property who are not members of the Company as well as the member's family, tenants, visitors, friends, employees, contractors and invitees abide by these rules.
- 30.2 Unlawful and unauthorized hunting of game on the Thulani Eco Estate is strictly forbidden. Should anybody bring onto the property any carcass of a hunted animal, this must be declared and accompanied by a letter from the owner on which property the game was hunted. Failing to declare any hunted game and/or failing to provide a letter from the owner on whose property the game was hunted, will result in the assumption that the game was poached and a criminal charge will be laid immediately by the Directors.
- 30.3 No residents, visitors, contractors, domestic workers or any other persons are allowed to traverse any of the "red roads" by vehicle, on foot or by any other way of transport when hunting is in progress. Persons traversing any "green roads" must call in on the Thulani allocated radio channel or phone any Director to inform him/her of his/her intentions to do so. Traversing any "red roads" whilst hunting is in progress, is a very serious offense and will not be tolerated. Any transgression of this rule will impose an immediate penalty of R3 000.00 (three thousand rand) by the directors without any negotiation or mitigation. The decision of the Directors in this regard will be final.
- 30.4 A red flag and sign board will be put up at the gate indicating that selective hunting is in progress.
- 30.5 All hunters will be escorted by the Game Director or his delegated person from the gate to the Thulani Lodge where indemnity documents must be completed.
- 30.6 All hunters will be escorted to the shooting range where rifles will be checked for accuracy.
- 30.7 Only rifles with silencers may be used except where a good reason exists not to do so in which case the Hunting Director or his delegate's decision will be final.
- 30.8 The Game Director or his delegated person must accompany all hunting expeditions.
- 30.9 No smoking will be allowed on the back of the hunting vehicle or in the veldt whilst hunting, uploading or tracking of game takes place.
- 30.10 No alcohol may be consumed during the hunting process.

- 30.11 Only the Thulani dedicated hunting vehicle is allowed for hunting and in the veldt at times that may deem fit. This may be either to inspect the veldt or upload dead animals during or outside the hunting season.
- 30.12 Regular feedback during the hunting process will be made on the allocated Thulani radio channel by the Game Director or his delegated person.
- 30.13 All wounded animals must be paid for in full.
- 30.14 No shooting next to fences or down roads are allowed
- 30.15 No shooting in the direction of houses are allowed.
- 30.16 No shooting near houses are allowed.
- 30.17 No shooting at waterholes are allowed.
- 30.18 Only selective hunting will be allowed and no hunter will be allowed to shoot at any animal not specifically nominated by the Game Director or his delegated person.
- 30.19 Ethical hunting rules will apply at all times.
- 30.20 All paper work will be done according to the prescriptions by the Department of Nature Conservation.
- 30.21 Hunting Rules must be signed by all hunters before hunting commences.
- 30.22 All invoices will be generated by Thulani's appointed financial institution.
- 30.23 All hunting rules will also apply to owners of Thulani when hunting.
- 30.24 Injured or problem animals must be reported to a Director and no owner is allowed to shoot at any injured or problem animals.
- 30.25 No hunting rifle or any other legal or illegal hunting weapon may be taken on game drives.
- 30.26 The allocated hunting vehicle may from time to time carry a hunting rifle to look for reported injured or reported problem animals. In such cases the Game Director or his delegated person must be present at all times.
- 30.27 Except for owners, all hunters must book into the Thulani Lodge.
- 30.28 Hunting will take place on weekdays between 06h00 and 16h00. If any hunting takes place on week-ends, the Hunting Director shall notify residents in time via e-mail. A red flag at the gate will further indicate that hunting is taking place.
- 30.29 Slaughter facilities are there for the use of hunters. All meat must be removed when hunters leave the premises and the fees for these facilities are included in the hunting fees. The slaughter facilities are there for the use of owners also and will cost R30.00 (thirty Rand) per day. The private use of the facilities must be approved by the Directors.

- 30.30 A game report will be issued by the Game Director at all annual general meetings.
- 30.31 The Board of Directors reserves the right to alter, update, vary, amend, omit, add or align any of the above Rules and / or Regulations as and when necessary at any time, should the need arise or circumstances change of which the decision will be final.

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