

# MANAGEMENT RULES

for

## DULLSTROOM COUNTRY ESTATE NATURE RSERVE SEC 21 COMPANY

### 1. DEFINITIONS:

In these rules -

1.1 The words and expressions defined in the Memorandum and Articles of Association of the Landowners Association shall bear the same meaning wherever they appear in these rules.

1.2 Unless the context indicates otherwise, the following words and expressions shall bear the meanings assigned to them hereunder -

1.2.1            *"the common land"*                            the property excluding the subdivided portions which are sold to individual purchasers;

1.2.2            *"the Landowners Association"*                            the Landowners Association of DULLSTROOM COUNTRY ESTATE, incorporated under section 21 of the Companies Act;



amend, repeal or substitute in their sole discretion and known as Category 2 Rules.

3.4 The directors may appoint a Managing Agent to fulfil its functions and perform its obligations.

4. **RULES:**

4.1 **Category 1 Rules:**

4.1.1 those contained in article 6.1 of the Articles of Association which may not be amended or repealed other than as set out in the Articles, and known as Category 1 Rules;

4.1.2 These rules will not be amended, added to, substituted or repealed save and unless such amendments have been approved by a resolution of at least 75% (SEVENTY FIVE PERCENT) of members votes.

4.2 **Category 2 Rules:**

4.2.1 The rules which are set out hereunder have been formulated with reference to article 6.2 in the Articles of Association of the Landowners Association and are Category 2 Rules as per clause 3.3 above, and may be added to, amended, repealed or substituted by the directors and/or the Managing Agent, in their sole discretion.

4.2.2 A member shall -

4.2.2.1 be limited to not more than 1 (ONE) game-drive vehicle per

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property at any given time in the scheme, the ownership, use and control of which vehicle shall conform to the following rules -

all persons driving driving vehicles anywhere on the land, must have an approved drivers licence;

no weapons are to be carried on game drives.

4.2.2.2 be allowed to drive on the common land from 06H30 to 19H00 daily (for security purposes), but the directors/managing agent may at any time and for any reason further restrict night time driving on the property;

4.2.2.3 maintain and repair and keep the private dwelling and outhouses (if any) situated on the property, and the garden and surrounds, in good order and repair and in a neat and tidy condition, at the member's cost; and

4.2.2.4 not construct or erect after completion of approved improvements, any further improvements to the property or make any material external alterations to the residence or outhouses situated on the property

without the prior written approval of the company having been first obtained, which consent shall not unreasonably be withheld;

4.2.2.5 obey all instructions and rules and regulations imposed by the company, from time to time, in respect of the property, including the common land, and procure that its guests and invitees also obey all such instructions, rules and regulations, the member hereby acknowledging and agreeing that it shall be liable for and responsible for paying or enforcing, as the case may be, any fines or other sanctions which the company may impose from time to time on the members and invitees, as part of the administration and management of the properties.

4.3 A member shall not -

4.3.1 hunt, cull, capture or shoot game or fish on the property or the common land or permit that the same be done;

4.3.2 swim in any dam or river on the property or the common land;

4.3.3 make any excavation on or remove any soil from the common land, unless the prior written consent of the directors is obtained;

4.3.4 cause any refuse and the accumulation thereof on the property;

- 4.3.5 damage, remove or plant any flora on the property or the common land without the prior written consent of the directors;
- 4.3.6 keep any animals of any sort in captivity on the property or the common land;
- 4.3.7 create any disturbing noises on the property;
- 4.3.8 make any roads on the property;
- 4.3.9 establish or create any drinking points for game on the property;
- 4.3.10 provide housing for any servants on the common land;
- 4.3.11 make fires on the common land or collect any wood from the property, or the common land, and shall take all reasonable steps to ensure that fire shall not spread from the property to adjacent properties on the common land;
- 4.3.12 drive in or traverse river beds on the common land, unless specifically designated as a thoroughfare road;
- 4.3.13 house or park caravans or any temporary accommodation on the property or the common land;
- 4.3.14 take steps or set up camp on a temporary or permanent basis on the the

property or common land;

4.3.15 collect or take anything from the property or the common property, including without affecting the generality of the foregoing, wood, stones, fauna or flora, or, damage any fauna or flora;

4.3.16 exceed a speed, of 30 km (THIRTY KILOMETRES) per hour when travelling in any vehicle on the property or the common land;

4.3.17 introduce any flora onto the common land or cultivate any flora on the common land, without the prior written consent of the directors;

4.3.18 introduce any motorised generators or power plants or any noise making object or apparatus on the property without the prior written consent of the directors;

4.3.19 use or cause to be used any motorcycles on the property or the common land;

4.3.20 bring or allow to be brought onto the property any pets or other domesticated animals;

4.3.21 use any boats of any description on any dams or rivers;

4.3.22 drill any holes, including bore holes on the property or the common land without the prior written consent of the directors;

4.3.23 do any off road driving whatsoever. If any person contravenes, a fine of R5 000.00 is payable;

4.3.24 conduct any business of any description on or from his property.

4.4 A member is only allowed to make improvements in terms of the Articles of Association of the Landowners Association. In particular the maximum number of beds (including sleeper couches) allowed in any improvements are 8 (EIGHT) beds per property plus a maximum of 2 (TWO) beds in any servant's quarters.

4.5 It shall be a condition that all staff to be used by members shall be employed by the company, but that all the costs of that staff member shall be recovered by the company from the member as part of his monthly service charge. The member shall provide his own accommodation for staff used by him.

4.6 No member shall have more than 1 (one) staff member per property and it shall be a condition of employment that the staff member shall not bring family, friends or children onto the property or the common land, including during school holidays.

4.7 Members shall ensure that their staff are issued with clothing/uniforms approved by the company.

4.8 Washing lines, rotary driers or similar devices have to be erected so as to ensure that they are not visible to other members.

4.9 A member is obliged to maintain both the interior and exterior of his improvements in a good and sound condition to the reasonable satisfaction of the directors. In the

event of the directors/managing agent finding that the site is not kept to the standards of the development as laid down by the Landowners Association, they may in terms of article 6.4.2 call upon such member to rectify the situation within 14 (FOURTEEN) days, failing which the directors/managing agent shall cause the situation to be remedied at the member's expense, such costs to be a debt to become immediately due and payable by the member to the Landowners Association.

4.10 A member may plant indigenous flora including plants and trees on his property. No non indigenous flora.

4.11 A member shall conduct himself in such manner in keeping with the general purpose and intent of the scheme.

4.12 A member may only erect signage indicating his improvements or access to his improvements which are approved by the directors from time to time.

5. **SERVICE CHARGES:**

5.1 **Common Service Charges:**

"*Common Service Charges*", being the monthly service charge raised by the company raising contributions from all members (excluding property held by the developer) in all sold properties within the Dullstroom Country Estate, payable by members from the date of transfer and raised to meet all the expenses which the company has incurred, or to which the directors reasonably anticipate the company will be put in the attainment of its objects or the pursuit of its business, and without in any way derogating from the generality of the foregoing shall include -

- 5.1.1 rates, taxes and any local authority charges;
- 5.1.2 the supply of electricity, water or any other services to be utilised by the company (not charges for specific usage by individual members);
- 5.1.3 the costs of and for the staff required for the repair, upkeep, control, management and administration of the common land and the scheme as managed by the directors or a managing agent;
- 5.1.4 a reasonable provision to be held in reserve to meet anticipated expenditure not of an annual nature;
- 5.1.5 a reasonable provision for contingencies not included in the estimate of expenditure required to be made by the directors and/or managing agent;
- 5.1.6 the "essential services" which shall, upon conclusion of the Servitude Agreement with the developer, be provided by the Reserve Management Division of Dullstroom Country Estate, and again without affecting the generality of the foregoing, include -
  - 5.1.6.1 once installed by the seller, a supply of potable water to the property and the maintenance of the infrastructure relating thereto;
  - 5.1.6.2 once provided by the seller, the maintenance of all roads,

dams, bridges and fences, including the access road  
from the boundary of the member's property unit;

5.1.6.3 fire-fighting services;

5.1.6.4 game management;

5.1.6.5 soil erosion prevention;

5.1.6.6 security services;

5.1.6.7 provision and maintenance of necessary equipment and  
implements, including reserve vehicles;

5.1.6.8 maintenance of the common property excluding the  
improvements; and

5.1.6.9 any other maintenance and services of whatsoever nature  
necessary to ensure the continued smooth operation  
of Dullstroom Country Estate Private Nature  
Reserve.

5.2 **Optional Service Charges:**

"*Optional Service Charges*" being the monthly service charge raised by the company on individual members for each member's specific use of any of the services provided by the company, if any, and charged at market related rates. The optional services may

include some or all of the following:

- 5.2.1 maintenance of the improvements both inside and outside;
- 5.2.2 the provision of servants;
- 5.2.3 the provision of firewood and charcoal;
- 5.2.4 the management of a laundry and the rendering of a laundry service;
- 5.2.5 the gardening and cleaning of building areas on the property;
- 5.2.6 the cleaning of windows of the improvements;
- 5.2.7 refuse removal;
- 5.2.8 maintenance of water installations, electrical installations and any other installation to the improvements on the property; and
- 5.2.9 provision of a cleaning service before and after visits to the improvements;
- 5.2.10 the regular airing of the improvements and pest control.

The directors shall establish a charge list in respect of the optional services that are offered. The charges for optional services shall be market related. The directors shall be entitled to amend, add to or repeal such charge list or the optional services from time to time.

The charges made to members for optional services they choose to use shall be charged to member's accounts monthly in arrears, based on their specific utilization of said services, and payment shall be collected at the time and in the manner payments are made for "*common service charges*".

- 5.3 Each year the directors and/or Managing Agent, shall prepare a budget in reasonable detail of the amount that shall be required by the company to meet the common expenses which the directors and/or managing agent reasonably anticipate the company will be put to in the following financial year for the attainment of its objects or the pursuit of its business, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year.

The directors and/or Managing Agent shall then calculate the service charge to be raised against each member in terms of clause 5.1 hereof, and in doing so shall be entitled to round off the service charge as they see fit to ease the calculation and administration thereof.

- 5.4 The budget so prepared and the service charge so calculated shall then be placed before the board of directors for their approval of the budget and service charges for the following financial year by their passing a resolution to such effect.

- 5.5 Service charges shall be paid by means of an irrevocable debit order authority, with common service charges being paid monthly in advance and optional service charges, if any, payable monthly in arrears.

- 5.6 The service charge may be recovered by the company by action in any court of

competent jurisdiction from the person who is a member at the time when such service charge became due and payable. A member consents to the jurisdiction of the Magistrates Court in regard to the institution of any action by the company to recover the service charge. The company shall be entitled in its sole discretion to refuse access to a member in the event of the member not having paid the service charge.

- 5.7 The company shall on the application of any member or any person authorised in writing by such member be obliged to certify in writing the service charge determined as a contribution of that member, the manner in which such service charges is payable and the extent to which such service charge has been paid by the member.
- 5.8 The directors may from time to time impose special service charges upon the members in respect of all such expenses as are mentioned herein and which were not included in any estimate made, and may in imposing such service charge further determine the terms of payment thereof.
- 5.9 The directors shall be empowered, in addition to such other rights as the company may have in law as against its members, to determine the rate of interest from time to time chargeable upon arrear service charges. Such rate of interest shall not exceed the rate laid down in terms of the Usury Act, No. 73 of 1968, as amended or any re-enactment thereof as if the amount was due in terms of the moneylending transaction in the requisite category as defined in the said act.
- 5.10 In calculating the contribution required to be made to the Fund, the directors shall as far as is practically possible -

5.10.1 differentiate between expenditure of a capital nature and of a current nature;  
and

5.10.2 indicate clearly on the estimate what is capital expenditure and what is  
current expenditure, provided that in arriving at such decision the  
directors shall act as experts and not arbitrators.

5.11 The directors have the right and power to subcontract the provision of optional and  
essential services.

5.12 The budget so approved by the directors shall be sent to each member together with  
the notice convening the Annual General Meeting of the company.

5.13 Water connection fee of R450.00 is payable.

5.14 A fee of R1 500.00 is payable for approval of plans by the committee.

5.15 Electricity connection fee of R1 500.00 is payable there after at normal Eskom rates  
plus 10%.

5.16 Once final approval has been signed off by the Architectural Review Committee, the  
member shall comply and payment of the "*rehabilitation fee*" of R2500, *inter alia* to be used  
towards the rehabilitation of roads and the environment following building operations.

5.17 Once final approval has been signed off by the Architectural Review Committee, the  
member shall pay the "*building deposit fee*" of R5000, *inter alia* to be used towards the  
rehabilitation of the property, roads, infrastructure and the environment in the event of the

member no being pro active to rehabilitate the building site after construction or in the event of damage to the communal property. After completion of the residential building the board or its nominee will inspect the property and issue the member with a completion certificate. The deposit will be refundable once the member has complied with this clause

6. **BUILDING:**

6.1 Those rules contained in article 6.1 of the Articles of Association which may not be amended or repealed other than as set out in the Articles, and known as Category 1 Rules;

6.2 The building rules contained in Annexure "BR"