

USE AGREEMENT

Between

WELVERDIEND PROPERTIES SHARE BLOCK (PTY) LTD

("the Company") of the one part

And

The Share Block Holder

USE AGREEMENT

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(Appendix 1 is included solely for information and completeness and DOES NOT form part of this Agreement)

USE AGREEMENT

1. PREAMBLE

Wilverdiend Share Block (Pty) Ltd. (WPSB) is the company that manages Khaya Ndlovu Residential Game Reserve. Prior to 2018 this was on a leased basis. In 2018 WPSB purchased the land previously leased by the shareblock company.

Khaya Ndlovu Residential Game Reserve is a premier, low density residential game farm of 35 stands. The stands sit predominantly on the northern bank of the Zandspruit river and provide a level of privacy unavailable in any other Game Reserve so close to Hoedspruit. The Reserve itself covers some 1,300 ha and shareholders have access to an adjoining farm that increases the total traverse area to c. 4,800 ha.

As part of the purchase agreement in 2018 private and commercial traverses have been granted over the Reserve. These are limited in number and strictly controlled via relevant Memoranda of Understanding. Shareholder roads are not accessible to any traverser. The collective levies from private and commercial traverses make a substantial contribution to the running costs of the Game Reserve.

This Use Agreement is entered into voluntarily by Share Block Holders and represents a binding agreement between the Company and Holders. Compliance with this Agreement is the responsibility of the Holder. The company is responsible for administration and enforcement of this Agreement.

2. DEFINITIONS

2.1 _____ The following words and expressions shall bear the meanings assigned to them hereunder:

“agreement” or “this agreement” this use agreement;

“building area” an area within a radius of 20m of the building peg. The under thatch building to be within this 20m radius. Uncovered decks, carports, outside showers and swimming pools may extend a further 5m to a maximum of 25m radius;

“building peg”	the numbered peg driven into the ground on the property by the company in a position set out in Annexure B;
“common land”	all the property owned by the company excluding all building areas;
“company”	Wolverdiend Properties Share Block (Pty) Limited;
“directors”	the directors of the company;
“holder” or “holders”	the registered holders from time to time of shares in the company;
“land”	the sum of the common land and the building areas, all of which is owned by the company;
“levy”	an amount set by the directors to be paid by each holder into the levy fund to cover the costs and expenses of maintaining, controlling, managing and operating the scheme;
“Republic”	The Republic of South Africa;
“right of use”	subject to the authority in terms of the ordinance in regard to the use of the land, a right of use of the building area on the site and to erect a dwelling on the site by the share block holders, which are referred to in the schedule as well as any other rights in terms hereof and subject to the terms and conditions contained herein conferred by the share block comprising the shares, and arising from this use agreement until the company is liquidated or all the shares are cancelled;
“shares”	the shares comprising the share blocks;
“Share Blocks Act”	The Share Blocks Control Act (No. 59 of 1980);

“use regulation”

such regulations/procedures/rules and the like made by the directors in terms of the Memorandum of Incorporation of the company relating to the management, administration and control of the scheme;

3. INTERPRETATION

Unless the context otherwise indicates in this use agreement:

- 3.1 For all purposes of this agreement, any act or omission on the part of any occupant of a site including a lessee, sub-lessee or occupant or user of the site or invitee of the holder, shall be deemed to be the act or omission of the holder;
- 3.2 The words and expressions in this agreement, other than defined in terms of this clause shall bear the meanings assigned to them in the Share Blocks Act;
- 3.3 The headings of the respective clauses in this agreement are for reference purposes only, and shall not be taken into account in the interpretation of this agreement;
- 3.4 The singular shall include the plural and vice versa. The female gender shall include the male and neuter genders and vice versa.
- 3.5 Any notice for all purposes of this agreement shall be:
 - 3.5.1 in writing;
 - 3.5.2 sent by email or some other agreed form of communication;
 - 3.5.3 addressed to the respective party at her *email address recorded in the Company records* referred to in 11; and
 - 3.5.4 deemed to be received by the party to whom it is addressed at the time of delivery thereof.
- 3.6 A certificate by the company, shall be prima facie proof that a holder is in arrear with the payment of the levy or otherwise in breach of her obligations in terms of this agreement.

4. UTILISATION OF RIGHT OF USE

- 4.1 The holder of a share block will be entitled to:

- 4.1.1 Erect a dwelling on the site allocated to each holder subject to the Architectural rules and conditions (see Annexure “C”) and the following:
- 4.1.2 To traverse on the remainder of the land subject to the conditions contained in Traverse Rights and Limitations of Holder (appended, for convenience, at Appendix 1. For the avoidance of doubt Appendix 1 does not form part of the Use Agreement and may be amended by an Ordinary Resolution of Members);

The holder shall:

- 4.1.3 exercise her right to utilise the site as envisaged herein, herself, without giving the company notice thereof; or permit a third party to use her right of use, **but not for gain**, with the singular exception of the long term letting of the site on the following terms;
 - 4.1.3.1 The lets are genuinely long term (six months minimum, maximum of two years);
 - 4.1.3.2 The holder cannot stay in the property during the term of the lease;
 - 4.1.3.3 All proposed lettings are approved by the directors, the directors are satisfied that the rents are realistic and the lease is a genuinely long term one;
 - 4.1.3.4 All leases are in the standard form, which gives the directors the power to terminate any lease agreements forthwith should the tenants not conduct themselves according to the rules;
 - 4.1.3.5 All lessors are bound by the traverse agreement that applies to members of WMA rather than for Members. In order to traverse the property, lessors will be required to pay the same monthly contribution as a WMA member.

All of which permissions shall be subject to these management regulations, notification and approval by the directors.

- 4.2 The holder shall not utilize their right of use or site improvement as a base for any commercial operation and shall use same for private use only.
- 4.3 The holder shall utilise the right of use:
 - 4.3.1 subject to the rights of the company in term of this agreement, any management agreement and the Memorandum of Incorporation of the company; and

- 4.3.2 subject to the use regulations and any ordinance/law which may be applicable.
- 4.4 The holder shall utilise the right of use with due regard that:
- 4.4.1 No animals or pets shall be kept or taken on the land.
- 4.4.2 A holder shall ensure that no invitee shall cause or permit any disorderly conduct of whatsoever nature on the land or do anything which may constitute or cause a nuisance to any other holder or flora or fauna on the property, or damage or destroy any property of the company and its holders or of any flora or fauna on the land, or breach any of the use regulations; and
- 4.4.3 A holder shall not invite any visitor to the land or site improvement unless such visitor is accompanied by such holder or such holder's spouse or child over the age of 18 (eighteen) years or such holder's nominee, or unless the company has been notified by the holder that a guest of the holder will be utilising the site improvement.
- 4.4.4 Every holder undertakes that in the use and enjoyment of the land she shall, and shall ensure that any of her invitees, shall:
- 4.4.4.1 prevent veldt fires and avoid the creating of fire hazards;
- 4.4.4.2 not create any disturbing noise, to extend beyond the confines of the site;
- 4.4.4.3 not make any new foot paths or new roads;
- 4.4.4.4 not provide housing to accommodate staff of any kind;
- 4.4.4.5 not make any fires other than in areas specifically designated therefore;
- 4.4.4.6 not drive in river beds except at predetermined river bed crossings;
- 4.4.4.7 not use a caravan on the property and any caravan brought onto the property shall be stored on the owner's building area such that it is not openly visible to any other Member;

- 4.4.4.8 drive only on clearly defined roads within the boundaries of the common land or the Reserve, but always subject to the use regulations;
- 4.4.4.9 not take steps to set up camp on a temporary or permanent basis;
- 4.4.4.10 not collect or take anything from the common land, including any wood, stones, flora, fauna or the remains of fauna;
- 4.4.4.11 observe the general speed limit of 30 (thirty) kilometres per hour when travelling in any vehicle on the land;
- 4.4.4.12 subject to the prior written consent of the directors, not introduce any flora onto the common land nor cultivate any flora on the common land; Should such permission be granted only endemic species will be allowed to be introduced onto the common land;
- 4.4.4.13 only indigenous flora may be planted within the building area;
- 4.4.4.14 not park unattended vehicles in areas other than those designated by the directors from time to time;
- 4.4.4.15 not introduce any motorised generators or power plants onto the land, without the prior written consent of the directors;
- 4.4.4.16 not introduce any bicycles, motor cycles or Quad Bikes onto the land;
- 4.4.4.17 not drill any holes, including boreholes, on the land without the prior written consent of the directors;
- 4.5 The company reserves the right in their sole discretion from time to time to determine the number and type of vehicle(s) that the holder may bring onto and use on the land, subject at all times to all traverse agreements concluded by the company.

5. MANAGEMENT

- 5.1 The management, control and administration of the land, game and the scheme, the utilization of the right of use, is vested in the company subject to the Memorandum of Incorporation and the Share Blocks Act.
- 5.2 The holder agrees that the company shall be entitled at all times to lay down the terms and conditions of use and maintenance both in respect of the land generally (the "use regulations ") including and those relating to the care and upkeep of the land, land improvements including recreational facilities, the

allocation and use of parking facilities, the parking and use of motor vehicles and any such matters as the company deems fit for the general control, administration, use and enjoyment of the land and the general convenience, comfort and well being of the users of the land and from time to time vary, alter or amend same. In the event of there being any conflict between such use regulations and this agreement, the provisions of such use regulations shall prevail.

6. HOLDERS' OBLIGATIONS

- 6.1 The holder shall be obliged to keep the site in a clean, tidy and hygienic condition.
- 6.2 The holder shall utilise his right of use, and all facilities on the land in such manner as will not cause damage, subject always to the use regulations in regard thereto.
- 6.3 If the holder damages any part of the land or land improvements whether accidentally, negligently or wilfully, the holder shall be liable for the cost of repairing or replacing the same. The cost of such repairs or replacements will form part of that holder's levy.
- 6.4 Any property or persons brought on to the site or land by the holder shall be at the sole risk of the holder who shall have no claim whatsoever against the company for any loss suffered by the holder in such a case, howsoever arising.
- 6.5 The company shall not be responsible for, and the holder indemnifies the company against any loss, damage or injury which the holder or any person utilising the right of use which the holder or such person may sustain in the site or land by reason of any act whatsoever or neglect on the part of the company or the company's servants, nor shall the company be responsible for, and the holder indemnities the company against any loss, damage or injury whatsoever which the holder or any such other person may sustain by reason of the site or land at any time falling into a defective state or by reason of repairs, renovations and/or maintenance work not been effected timeously or at all. The holder shall not be entitled for any of the reasons aforesaid, or for any other reason whatsoever, to withhold any moneys due to the company,

7. QUIET ENJOYMENT

- 7.1 Each holder is entitled to quiet enjoyment of their right. No holder should approach the site of any other holder without invitation or in the absence of an emergency.
- 7.2 No holder may walk in the river bed in front of another holder's building area without invitation.

8. MAINTENANCE

- 8.1 The company shall maintain the common land, roads, fences, pumps, dams, from time to time and recover the costs thereof from the holders by levies imposed in terms of the Memorandum of Incorporation of the company.
- 8.2 It is agreed that the holder acquires the right of use on a voetstoets basis without any warranties expressed or implied and in the condition in which the site and land presently stand.
- 8.3 The company will endeavour to procure that all reasonable steps are taken to remedy any defect for which it is responsible within a reasonable time.
- 8.4 The company or its duly authorised agent shall be permitted to enter any active building site at all reasonable times in order to inspect the same by giving reasonable notice to the holder. If the holder is not personally present to open the site improvements and for any other reason it is necessary, the company shall be entitled to enter the site improvements without being liable to any claim for any loss suffered by the holder as a result thereof.
- 8.5 The company will, unless in an emergency, give 24 hours notice to holders that their site needs to be visited.

9. DAMAGE

In the event of damage to the site improvements, the holder shall be obliged to repair the damage.

10. CESSION OF RIGHTS

- 10.1 The holder shall only be entitled to cede and assign her rights and obligations herein:
- 10.1.1 to the transferee of the shares together with the holder's pro-rata share of any loan obligation;
- 10.1.2 simultaneously and together with the transfer of the shares and right of use,
- 10.1.3 simultaneously and together with the assignment to and acceptance of the agreement by the transferee to be bound by all the holder's obligations to the company in terms of this agreement and the Memorandum of Incorporation of the company;
- 10.1.4 subject to the relevant provisions of the Memorandum of Incorporation and with the companies prior written consent.

10.2 Any such cession and assignment shall be in such form and upon such terms and conditions as the company may notify the holder,

10.3 The holder acknowledges that the cession of a holder's rights in terms of this agreement is subject to certain pre-emptive rights in favour of other holders and the company as more fully recorded in the Memorandum of Incorporation of the company and outlined in clause 20 of this agreement.

11. DOMICILIA

It is recorded that the company and the holder's *domicilia citandi et executandi* for all purposes of this agreement shall be at the holder's address as furnished to the company in terms of the Memorandum of Incorporation of the company and such email address as recorded in the company's records from time to time. In regard to the company, the company's registered address in terms of the Memorandum of Incorporation of the company, shall serve the same purpose.

12. LEVY

The holders will be liable to the company for levies as set out in the Memorandum of Incorporation of the company. Such levies are payable monthly in advance. Any late payments may be subject to additional charges

13. CONFLICT WITH MEMORANDUM OF INCORPORATION/USE REGULATIONS

In the event of any conflict between the Memorandum of Incorporation of the company and the use agreement or the use regulations, the directors of the company shall, at their option, determine which provisions shall prevail.

14. GAME

The ownership and management of the game on the land is vested in the company and the directors' decisions in respect of any matter relating to the game shall be final and binding.

15. INSURANCE

It is the responsibility of each individual Member to insure their property to an adequate level.

16. TERMINATION

In the event that the holder breaches any provision of this agreement, and the holder agrees that every breach shall be deemed to go to the root of this agreement and in regard to every obligation of the holder, time is of the essence, then without

prejudice to any other remedies which the company may have, the company shall be entitled to:

- 16.1 impose a fine on the holder in such amount as the directors may deem reasonable, but subject to the Memorandum of Incorporation of the company; and/or
- 16.2 suspend the holder's right to utilise his right of use; or
- 16.3 cancel this agreement by giving the holder notice thereof, in which event the company shall be obliged to exercise its lien over the shares comprising the share block, so that the shares, the holder's pro-rata share of any loan obligation and the right of use (which are not divisible) are disposed of pursuant to the lien in terms of the Memorandum of Incorporation of the company provided that:
 - 16.3.1 in the event that the company suspends the holder's right to exercise her right of use, the company may lease the holder's right of use on such terms and conditions as it seems fit and apply such income in payment of any indebtedness of the holder to the company;
 - 16.3.2 a certificate by the company shall be prime facie proof of any amount due by the holder to the company;
 - 16.3.3 the company shall not be entitled to exercise its rights in terms of 16.3 unless and until it shall have given the holder 14 (fourteen) days written notice to remedy the breach, provided that in the case of the positive malperformance, the company shall have the right in its discretion to waive such a breach by the holder; and
 - 16.3.4 the fine referred to in 16.1 shall be deemed to be part of that holder's Levy.

17. DISPUTES

Any dispute arising out of or in connection with this agreement, including the cancellation thereof, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined in terms of the determination of disputes provision in the Memorandum of Incorporation of the company.

18. LIEN

It is recorded that the company has a lien over the holders' shares in terms of the Memorandum of Incorporation of the company.

19. AMENDMENT, ADDITION OR REPEAL

It is recorded that the company may only with the passing of a Special Resolution at an annual or special general meeting of holders of share block in the company repeal, amend or add to the provisions of this use agreement.

20. DISPOSAL OF SHARE BLOCK, LOAN OBLIGATION AND RIGHT OF USE

20.1 No holder of a share block and loan obligation (the "sale object") shall be entitled to dispose of the sale object otherwise and in accordance with the Memorandum of Incorporation of the company as amplified by the following:

20.1.1 Prior to this disposal by a holder of her sale object she shall give irrevocable notice to the directors of the company, such notice recording:

20.1.1.1 that the holder is offering to dispose of as one indivisible transaction her sale object;

20.1.1.2 the selling price and the terms and conditions of the proposed disposal; and

20.1.1.3 the closing date of the proposed disposal.

20.1.2 The closing date of the proposed disposal shall not be earlier than 30 (thirty) days after the date on which notice is given.

20.1.3 Within 7 (seven) days of a prospective purchaser intimating her willingness in writing to accept the offer made to her by the holder, the holder shall inform the directors in writing of the identity of the prospective purchaser. If the purchaser is not known to the directors, the directors shall take steps to introduce the prospective purchaser to at least 1 (one) directors of the company.

20.1.4 Any disposal of the sale object in the company is subject to the approval of the directors who may in their sole discretion decline to register any transfer, if they consider it not in the interests of the other holders of the company.

20.1.5 If the directors decline to register any transfer they shall advise the holder within 14 (fourteen) days of the submission of the notice referred to in 20.1.3.

20.1.6 Notwithstanding the provisions of 20.1.3 to 20.1.5, the other holders shall have the first right (right of pre-emption) to purchase another holder's sale object. The right is prior to the right of any prospective purchaser referred to in 20.1.3. The directors may decline to register

any transfer if there is a holder who is willing and able to purchase the Sale Object from the holder who wishes to dispose the sale object in terms hereof.

21. ACCREDITED AGENT

21.1 Only an accredited estate agent, previously approved by the directors, may be selected to manage the sale if the holder herself does not conduct the sale.

THUS done and signed at _____

on this the _____ day of _____ 200

AS WITNESSES:

1. _____
_____ for and on behalf of
who warrants his authority hereto

2. _____

THUS done and signed at _____

on this the _____ day of _____ 200

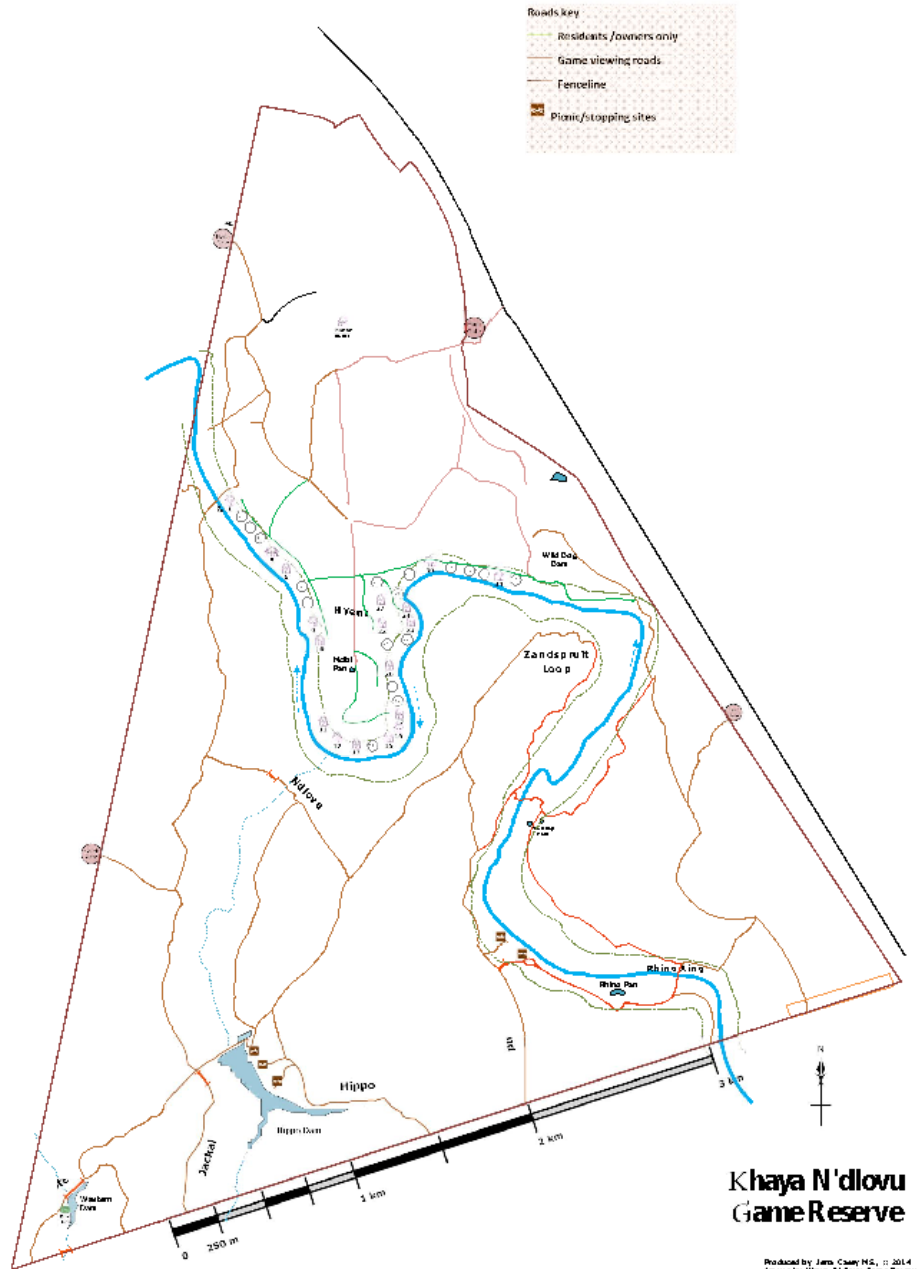
AS WITNESSES:

1. _____
_____ for and on behalf of
who warrants his authority hereto

2. _____

ANNEXURE "A"

Khaya Ndlovu



ANNEXURE “B”

S/Block No.	Site No.	Co-ordinates
S1	1	S24 22 35.4 E30 57 17.6
S2	2	S24 22 37.7 E30 57 19.2
S3	3	S24 22 40.0 E30 57 21.0
S4	4	S24 22 42.6 E30 57 23.6
S5	5	S24 22 44.7 E30 57 26.2
S6	6	S24 22 47.2 E30 57 28.0
S7	7	S24 22 48.3 E30 57 29.9
S8	8	S24 22 52.2 E30 57 31.8
S9	9	S24 22 55.7 E30 57 33.3
S10	10	S24 22 58.3 E30 57 33.8
S11	11	S24 23 13.9 E30 57 35.2
S12	12	S24 23 16.2 E30 57 37.4
S13	13	S24 23 16.7 E30 57 41.4
S14	14	S24 23 16.2 E30 57 44.3
S15	15	S24 23 15.8 E30 57 47.4
S16	16	S24 23 14.3 E30 57 49.6
S17	17	S24 23 11.3 E30 57 49.6
S18	18	S24 23 08.4 E30 57 49.5
S19	19	S24 23 06.1 E30 57 48.2
S20	20	S24 23 03.3 E30 57 47.5
S21	21	S24 22 59.6 E30 57 46.2
S22	22	S24 22 57.8 E30 57 48.5
S23	23	S24 22 55.4 E30 57 50.0
S24	24	S24 22 53.0 E30 57 50.1
S25	25	S24 22 50.7 E30 57 49.0
S26	26	S24 22 57.5 E30 57 45.0
S27	27	S24 22 54.3 E30 57 45.8
S28	28	S24 22 51.1 E30 57 45.5
S29	29	S24 22 47.7 E30 57 52.5
S30	30	S24 22 46.5 E30 57 55.1
S31	31	S24 22 45.9 E30 57 58.3
S32	32	S24 22 46.3 E30 58 01.7

S33	33	S24 22 46.4 E30 58 04.5
S34	34	S24 22 47.7 E30 58 08.6
S35	35	S24 22 48.6 E30 58 11.9

It is acknowledged that the Board of directors have the power to move the "peg" at the commencement of the build for such reasons as they deem fit without compromising the neighbour's rights of enjoyment without their consent.

ANNEXURE “C”**WELVERDIEND SHARE BLOCK COMPANY PTY LTD****Architectural rules and conditions with regard to contractor activity on site**

The following rules set out the Company’s regulations around buildings to be erected on a site. It is recognised that with the advances in technology and building practices changes may be necessary in these architectural rules from time to time. Such changes may be presented to Holders by way of Special Resolution.

1. Building area

An area within a radius of 20m of the building peg. The under thatch building to be within this 20m radius. Uncovered decks, carports, outside showers and swimming pools may extend a further 5m to a maximum of 25m radius.

2. Density

Only one dwelling may be erected on a stand. The number of separate stands will not exceed 35 (thirty five) which is the maximum density permitted in terms of the Share block planning scheme, with a maximum of 5 bedrooms, 10 beds per site, and one kitchen.

3. Building peg

The numbered peg driven into the ground on the property represents the centre point of the 20m radius for the building area, has co-ordinates from a global positioning system (to be found at Annexure B, above) and shall under no circumstances be moved without prior approval of the company.

It is the express responsibility of the holder to verify the position and its accuracy prior to commencement of building works.

4. Building Period

- 4.1 No building shall take place between 15 December of any year and 15 January of the following year
- 4.2 The normal build period is 9 months, excluding the close down period identified in 4.1. Fines may be imposed if construction to hand over takes longer than this.

5. Height restriction

No double story dwellings shall be erected on the Estate. The primary consideration is to safeguard the privacy of the adjacent residents and to limit light pollution. The height of any part of the structure is not to exceed 8,5m (eight comma five metres) above the natural ground level at the peg position. No wall plate should be taller than 6,8m (six comma eight metres).

6. Single story structures

Only single story dwellings with no attic windows on gable front and no dormer windows from which light at night may emanate or from which the sun may reflect are allowed. All task lighting to shine directly down and no general spotlighted areas which could bother neighbours or game are permitted. Thatched external patios to have wattle lathe gables preventing light emanating to natural areas.

6.1 Thatched roofs

All pitched roof coverings to dwellings to be thatch with 25mm mesh optional. Thatch to be done by specialists. No gutters will be permitted.

7. Splash pools

Internal finish to approved charcoal or natural cement colour with pumps out of sight. Splash pools to have transition decks as per the specification between the edge of the pool and the garden / veld.

Maximum size to be 16 square metres. The company can impose the right to fence off the pool should there be any danger of wild animals falling into the pool.

8. Lighting

8.1 Low level

Only low-level lighting 300mm above floor level will be allowed in carports, driveways, service areas and external walkways. Lighting should not be visible from neighbour's property.

8.2 Light fittings

Light fittings for external patios (covered and uncovered) and entrances to be wall mounted and "eyelid" type fittings shining down.

1. Maintenance

Holder shall at all times maintain the exterior of their houses, their splash pool, garden, screen walling or fencing and decks to the satisfaction of the company.

2. Appearance

Holder shall at all times ensure that any object which could, in the opinion of the company, be considered unsightly or to the detriment of the appearance of the Estate, not be visible from common areas or other properties. Objects which should be screened from view include among others washing lines, exposed plumbing and swimming pool sand pumps.

3. Restrictions

The restrictions set out below are in addition to any restriction imposed in terms of conditions of title, town planning schemes or national or any other building regulations. Notwithstanding that any plans or improvements may comply with any such restrictions approved by third parties, the approval of any plans or improvements within the site shall be at the sole discretion of the directors. Similarly, compliance with restrictions imposed by the directors shall under no circumstances absolve the holder from the need to comply with restrictions imposed by third parties, nor shall the company approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

4. House size

Although the maximum house size is not prescribed, the directors shall be entitled not to approve the plans for any house which in their sole opinion would detract from the appearance of, or reduce the value of other houses on the land. The company shall not be required to give reasons for rejecting such a plan, nor shall the company incur liability to any person in doing so.

5. Security

No security spikes, razor wire, electric shock wires or any similar devices shall be permitted.

6. HOUSES

6.1 Aesthetic concept

The built environment on the estate is to project a game lodge visual effect with strict control in terms of the architectural rules as listed. Any external element not described below will be assessed and approved by the company against the intention of the concept.

6.2 Building Charges

Building Charges and Deposits will be set from time to time to be approved by Ordinary Resolution. In 2020 the rates are: a road charge of R15,000 per build or major renovation. This is non refundable. A further refundable contractors' deposit against major and specific damage to the farm will be set at R35,000. Both payments must be made prior to commencement of any building work.

6.3 Professional architectural approval

All plans submitted to directors for approval will undergo independent approval from an external architectural expert to ensure compliance with all rules. The current compliance check list is as set out below:

CHECK LIST FOR COMPLIANCE FOR THE APPROVAL OF BUILDING PLANS

DRAWING/ PLAN NO: _____
(Pty) Ltd

SITE NO.: Khaya Ndlovu (Welverdiend Properties Share Block

OWNER: _____

ARCHITECT/ PROFESSIONAL _____

DATE ISSUED: _____ **DATE APPROVED:** _____

Requirements	Checked Architect	Official Approved	Official Disapproved	Comments
GENERAL REQUIREMENTS				
- The architectural professional to submit proof of their SACAP registration by attaching the latest "SACAP Privyseal" on their documentation/ drawings and a copy of their SACAP "Certificate of Registration".				
- As per the Architectural Professional Act No.44 of 2000				
- The Privyseal is available to download from the SACAP website.				
SITE PLAN				
Roads & Driveway				
Trees in immediate dwelling position (I.D.)				Trees over 300 Ø must be shown as per the site survey & must be identified (if possible)
Electrical main services indicated				
Water main services indicated				
Position of dwelling on site				100 year flood line must be surveyed & shown - please write the note on the line in the drawing
Position of pool and pool deck				
Contours shown over area of Building footprint				All contours must be numbered by Surveyor NB Show natural ground lines on Sections & Elevations as per surveyed drawings
Site number indicated Also indicate adjoining sites and numbers				

Sewerage treatment – specify and show position				
100 year floodline – no buildings are to be built within the 100 year floodline.				
Lawn areas indicated (if any)				
Building line on all boundaries				
FLOOR PLAN				
Dimensions shown				
Indicate section lines				
Indicate number of bedrooms – maximum 5 (10 beds) in total including staff accommodation. Double beds count as 2 beds.				
Indicate Fire hose reel and Extinguishers				
Indicate “baboon proof” lock-up refuse area				
Indicate screened washing line area				
Indicate sewerage plans and layouts				All external pipes to be concealed – Refer Annexure C (refer to sheet A106) - this must be a french drain/ septic tank arrangement
ROOF PLAN				
Show and describe thatched or tiled roofs and give pitch (Do not refer to specialists specifications)				Refer Annexure C Bulk of the building to be within the 20 meter building area radius - please add this to the drawing
Show and describe flat roofs				
Show and describe verandahs				
No windows in roof allowed Windows on higher levels to be permanently shielded				
Only charcoal painted concrete ridge capping allowed or black				
Lightning conductors indicated				
Requirements	Checked Architect	Official Approved	Official Disapproved	Comments
SECTIONS				
Indicate height from Ground to all ridges, screen walls and car ports plus fireplace cowl – not to exceed 8.5 m from NGL				
Wall plates maximum 2.5 m 2.8 m with motivation				

ELEVATIONS				
Describe external wall finishes. Only cementitious finish to match Cemcrete, Satincrete colours prescribed - Cemwash Sandstone or Khaki				
Describe screen walls (max. height 2100 mm above FFL) i.e. Wattle				
Maximum height of FFL above ground level at highest point = 255 mm				
ELECTRICAL PLAN				
Show and describe external light points. To be eyelid type mounted not higher than 600mm above the immediate ground level, patio floor or deck floor.				
Indicate external air-conditioning compressor unit connection points. To terminate in a weather proof "Pratley" or similar termination box. (Show and describe) Must be concealed.				Air-conditioning units to be screened or painted to match exterior colour of dwelling. Same for DSTV Dish.
NOTES REQUIRED				
Fire retardant treatment of thatch (recommended)				
WINDOWS frames: only wood, brown or grey powder coated aluminium allowed Describe finish				
DOORS frames: only wood, brown or grey powder coated aluminium allowed Describe finish				
POOL				
Size				
Show height and dimensions				
Pool to be finished only in a charcoal colour.				
Pool Deck – construction & height				
Only 1 splash pool/pool per site permitted (max. 16m ²)				

GENERAL NOTES

Please read and complete this checklist and ensure it complies with Welverdiend Properties Share Block (Pty) Ltd

Identify erven by number and farm name on all drawings and documentation

1. Show natural ground line (NGL) on all sections and elevations
2. Show height of floor above NGL
3. _____ Give identification of trees in building area – these trees must be shown in their correct position as per the site survey – survey must be done by a registered land surveyor (tbc by the WV board)
4. _____ N.B. 1 copy of the professional land surveyor's drawing indicating the 100 year flood line to be sent to (the appointed Architect!) (tbc by the WV board)
5. Proof of payment of fees must be provided before plans will be passed.
6. 4 Sets of plans must be provided for approval (1x colour and 3 x black and white)
7. Professional registration details required for:
 - 8.1. [Professional Architect](#)
 - 8.2. [Professional Senior Architectural Technologist](#)
 - 8.3. [Professional Architectural Technologist](#)
 - 8.4. [Professional Draughtsperson](#)
 - 8.5. NB Engineer
 - 8.6. NB Land Surveyor – email survey drawing or print on 1:200 scale (tbc by the WV board)
 - 8.7. NB Geotech engineer if within 500m of river centre (tbc by the WV board)

FEES TO BE PAID:

All fees to be paid as follows:

Bank:

Branch Code:

Account No.:

Name of Account:

Reference to be quoted: Plan approval + the relevant stand number.

Welverdiend Properties Share Block (Pty) Ltd– 2% OF CONSTRUCTION VALUE

Deposit payment of R30 000.00 to be paid 'up-front' and balance on completion of building and before occupation.

Also to be paid:

Electricity deposit = as per WV board

Water deposit = as per WV board

Total =

CONTRACTOR'S DEPOSIT = as per HOA + SIGNED CONTRACTOR'S CODE OF CONDUCT

CERTIFICATE FROM PROFESSIONAL ARCHITECT & PROFESSIONAL ENGINEER–
COMPLIANCE WITH THE HOME OWNERS ASSOCIATION DESIGN RULES.

Proof of all the above payments and documentation is to be presented to together with the plans for approval by the Architectural Aesthetics Committee of the Welverdiend Properties Share Block (Pty) Ltd. Plans will not be approved without proof of payment.

This document was compiled by:

LEAD ARCHITECTURAL DESIGN:

Enomis Designs cc, P.O. Box 829, Hoedspruit 1380

Telephone: 072 451 3014

e-mail: info@enomis-designs.com

Please direct any enquiries to the above and/ or to the new WPSB board (Aesthetic committee).

7. WALLS

7.1 House walls

Only hardwearing, waterproof, ultraviolet resistant patented cement based coating which weathers to give a natural mottled appearance to one of two (2) approved colours to be used. No deviation will be permitted and at no time will more than two (2) colours be permitted on the estate.

7.2 Yard and screen walls

The external screen walling shall not exceed 2,1m in height, shall be finished on both sides, and shall be either wattle lathe on a plinth or brick walling to finish as described under house rules. Washing lines not to be noticeable.

7.3 Outbuildings

All garages, housing for electrical metres, lockable refuse enclosures and other outbuildings shall be constructed and finished to match the main house.

8. ROOFS

8.1 Concrete links

Flat concrete sections of roof over the links to be waterproofed with approved drip details. Colour to match the grey weathered look of thatch, to falls and discarded by a spout detail.

8.2 Spouts

Flat concrete link roofs to be drained by a purposely designed spout clearing the outside walls. Water to run down a chain into a rock stacked disperser on ground level.

8.3 Carports

Carports to have a gumpole structures with approved coverings. Covering could be pitched thatch roofs or wattle lathe sunscreens with wattle lathe gables concealing waterproof coverings with a 100mm fall over 6 metres. Colour of waterproofing to match the flat concrete roof finish. No visible sheet metal or shade netting will be allowed.

8.4 Covered patios

Covered patios to have a gumpole structures with approved coverings. Covering could be pitched thatch roofs or wattle lathe sunscreens with wattle lathe gables concealing any waterproof coverings with a 100mm fall over 6 metres. Colour of waterproofing to match the flat concrete roof finish. No visible sheet metal or shade netting will be allowed.

8.5 TIMBER

8.5.1 External timber

All external structural timber to be CCA treated or alternate composite material with a wood-like finish fixed to approved detail with adequate support.

8.5.2 Wattle lathe screen walls

As per external timber, equally spaced to provide a neat yet natural sunscreen or vertical screens never exceeding 2,1 metres in height.

8.5.3 Timber decks

CCA treated wooden decks or alternate composite material with a wood-like finish fixed to approved detail with adequate support rafters.

9. PLUMBING

9.1 Pipes

No visible supply pipes or sewer pipes will be allowed and vent valves in lieu of vent pipes to be utilised.

9.2 Septic tanks

Septic tanks to be strictly in accordance with the local authority requirements and the position on site to be approved prior to construction.

New and replacement tanks to be a 3 stage waste water treatment system (such as <https://calcimite.co.za> or Biomitebiobox (www.ecosan.co.za))

10. EXTERNAL FITTINGS

10.1 TV aerials

Aerials to be positioned as to have minimum impact on the surrounding areas.

10.2 Satellite and WIFI dishes

Satellite and WIFI dishes to be positioned as to have minimum impact on the surrounding areas.

10.3 Air-conditioning units

Wall mounted air-conditioning units condensate drainpipes and conduit to be built into walls.

10.4 Split units

Condensers to be placed on flat roof links, painted to compliment the wall finish and piping and conduit to be built in.

11. WINDOWS AND DOORS

11.1 Windows

Windows to be approved hardwood stained dark brown or anodized aluminium in bronze or dark grey. Maximum height 2650mm

11.2 Doors

Doors to be approved hardwood stained dark brown or anodized aluminium in bronze or dark grey. Maximum height 2650mm

11.3 Garage doors

To be hardwood doors stained dark brown or anodized aluminium in bronze or dark grey.

11.4 Rainwater storage tanks

All rainwater tanks to be underground and serviced by a pump and positioned to accept water from flat roof links only. Water tanks may not be connected to the domestic supply.

12. REFUSE AREA

Refuse storage are to be in secure storage rooms not accessible from outside. No refuse bins to stand in yards.

13. GARDENS

13.1 Lawns

Lawns are only permitted within a courtyard and separated from veld with a plinth wall or timber deck and always contained within the building area.

13.2 Plants / trees

No exotic plants will be permitted unless in an area clearly separated from the veld with no chance of propagating in the veld. Only local indigenous plants can be introduced in veld areas with the prior written approval of the board.

14. CONDITIONS WITH REGARD TO ALL CONTRACTOR ACTIVITY ON THE SITE AND LAND

14.1 Introduction

The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to members/residents on the environment. In the event of any uncertainty, holders and/or their contractors are most welcome to contact the company's appointed project manager.

14.2 Legal status

14.2.1 The conditions governing building activity which are set out in this document are rules adopted by the company and are therefore binding on all holders, their contractors and sub-contractors. All holders are obliged to ensure that their contractors and sub-contractors comply strictly with them.

14.2.2 Holders are required to include these conditions in their entirety in any building contract concluded in respect of property within the land, and all such contracts shall be required to be submitted to the directors for prior approval.

14.2.3 The company has the right to suspend any building activity in contravention of any of the conditions herein, including the design guidelines, and the company accepts no liability whatsoever for any losses sustained by a holder as a result thereof.

14.3 Conditions regarding selection of a building contractor

14.3.1 No contractor is permitted onto the land unless she has concluded a contractor's agreement with the company and paid the required deposit, which may be varied by the company from time to time.

14.3.2 A member may request the company to appoint a contractor from a list of recommended contractors to construct any building for which plans have been approved within the design guidelines.

14.3.3 A holder may nominate her own contractor to undertake building provided that such contractor receives approval from the company and operates within the design guidelines.

14.3.4 The holder or her appointed representative shall be responsible for monitoring the adherence to these conditions and the design guidelines as set out from time to time.

14.4 Conditions regarding building contractor activity on the site and land

14.4.1 Contractor activity shall only be permitted during the hours of 7:00 to 18:00 hours Monday to Friday.

14.4.2 No contractor activity is permitted on Saturdays, Sundays or public holidays, without the express permission of the board. This time is considered as private time. Specific application for contractor activity

during private time, must be lodged with the board and immediately adjacent neighbours, one week prior to the proposed period of work.

- 14.4.3** During periods designated as private time, the contractor shall only be permitted to have one representative per site as a watchman. Such representative must display the appropriate ID card which is obtainable from the association. The safety and control of any ID card issued is the sole responsibility of the contractor.
- 14.4.4** All workers of contractors and sub-contractors must enter the land in an approved vehicle with a temporary access token, or alternatively obtain a casual employee ID card at the security gate, by lodging a valid ID document, which shall be handed back to the worker on the return each day. All such workers will gain entry through an entry point approved by the board.
- 14.4.5** The contractor shall provide facilities for rubbish and rubble disposal and ensure that their employees use such facilities. All rubbish and rubble shall be removed from the estate by the contractor each day. No rubbish or rubble shall be burnt on the site.
- 14.4.6** No concrete or other building materials may be mixed on the ground.
- 14.4.7** No materials shall be off-loaded by a supplier onto road verges or roadways. All materials shall be off-loaded on a site or onto the designated yard area for the receiving contractor. Likewise the contractor shall not remove rubble, rubbish or materials to within the road verges or roadways.
- 14.4.8** Delivery of materials to site or to designated yards shall not be permitted during private times as defined above.
- 14.4.9** The area of the building site will be demarcated by hessian or such other material approved by the association and no workers employed on the building site are permitted to leave that demarcated area.
- 14.4.10** The contractor shall provide portable toilet facilities for use by its workers. No pit latrines will be permitted. All toilet facilities will be maintained in a sanitary and healthy manner.
- 14.4.11** Contractor building boards may only be erected if they comply with the board's required standards. Details of specification may be obtained from the board. No sub-contractor boards shall be permitted. All boards so erected shall be removed from a site on completion of construction.
- 14.4.12** The holder and the contractor shall be jointly liable for any damage to kerbs, plants, roadways and private property. Such damage shall be rectified to the satisfaction of the board or their representative to the cost of the owner and contractor.

- 14.4.13** Should the company have any concerns about the conduct or performance of any contractor, sub-contractors or their employees, the matter shall be referred to the board whose ruling on the incident(s) shall be final.
- 14.4.14** The member, contractor and sub-contractors shall not claim at any time that they are not aware of the existence of these rules and any other applicable to their respective obligations and it is incumbent upon each holder to ensure that every contractor and/or sub-contractor in his employ is aware of their respective responsibilities.

APPENDIX 1**TRAVERSE RIGHTS AND LIMITATIONS OF HOLDERS****1. INTRODUCTION**

- 1.1. The objective of the Welverdiend Properties Share Block (WPSB) the owner of the Khaya Ndlovu Residential Game Reserve is to provide a natural wildlife estate (“the estate”) for its members and legal traversers. The intention of these rules is to protect and maintain the ecosystem in the estate;
- 1.2. These rules are binding on all holders as is any decision taken by WPSB in interpreting these rules;
- 1.3. Separate Agreements are in place with both commercial and private traversers. Any suspected violations should be reported by Holders to the Board;
- 1.4. These rules are subject to change from time to time by WPSB.

2. ROADS

- 2.1. Holders are allowed to drive on any defined, designated roads using any personal vehicle. However, game viewing vehicles are recommended within the boundaries of the reserve;
- 2.2. Off road driving is only permitted to improve iconic siteings and only to within 50m of any designated road. Excessive damage to flora is not permitted;
- 2.3. The speed limit within the estate is 30 kph;
- 2.4. Save for the above, all enacted traffic legislation shall apply;
- 2.5. Parents are responsible for ensuring that their children do not cause a nuisance on the road system;
- 2.6. After rain, puddles should not be avoided by driving around them and creating a new track. Rather, puddles and muddy patches in the road should be driven through **slowly**.

3. DISTURBANCE

- 3.1. No activity or hobby shall be conducted on the land, which will cause aggravation, or nuisance to other holders, or which interferes with the expected tranquil nature of the estate, without written approval from WPSB;
- 3.2. No music or electronic instruments or any other sound producing instrument shall be played on the estate.

4. REFUSE

- 4.1. Refuse must be properly retained from all wildlife and taken off the estate when the commercial traverser departs the estate.

5. USE OF THE ESTATE

- 5.1. Holders shall have the right of access over the estate only for the purposes of game

viewing at any time;

- 5.2. No interference with any flora or fauna on the estate will be allowed at any time;
- 5.3. Animals shall at all times have right of way within the estate;
- 5.4. No dogs, cats, birds or any domestic animals are permitted on the estate;
- 5.5. The onus shall be on the holder at all times to see to her own safety and those of her guests or invitees when walking or game viewing. Walking is only allowed on home owner roads. The liability for the consequences of any injury sustained on the estate from whatever cause shall rest with the injured party.

6. **PRESERVATION OF WILDLIFE ESTATE**

- 6.1. In order to preserve the flora and fauna on the estate, every holder shall:
 - 6.1.1. not chase hunt, shoot, trap, fish, molest, or in any way interfere with the indigenous wild life of the estate;
 - 6.1.2. prevent veld fires and avoid the creating of fire hazards;
 - 6.1.3. not create any disturbing noise;
 - 6.1.4. not make any new foot paths or new roads;
 - 6.1.5. not establish or create any feeding or drinking point for game nor feed any animals or birds on the estate;
 - 6.1.6. not make any fires;
 - 6.1.7. not drive in river beds or predetermined river bed roads other than at designated river crossings;
 - 6.1.8. not take steps to set up camp on a temporary or permanent basis;
 - 6.1.9. not collect or take anything from the estate, including any wood, stones, flora, fauna or the remains of fauna;
 - 6.1.10. not allow any child under the age of 16 (sixteen) years on the estate unless accompanied by and under the supervision of an adult of 18 (eighteen) years of age or older;
 - 6.1.11. not park vehicles in areas other than those designated by the WPSBC from time to time;
 - 6.1.12. not introduce any bicycles, motor cycles and quad bikes onto the estate.

7. **PICNICKING**

- 7.1. Picnicking shall not be permitted on the estate other than in specially approved and demarcated areas.

8. **SECURITY**

- 8.1. Security is an attitude. It is for each member's own benefit and for the benefit of the entire community.
- 8.2. The security guards and the controlling security rules and systems in place from time to time shall not be abused by any person.
- 8.3. Any agreed access system or procedure must be conscientiously adhered to by every holder.
- 8.4. Every holder must request his or her guests and invitees to adhere to security protocol.

9. **GAME VIEWING ETIQUETTE:**

- 9.1. Always be sensitive when approaching and viewing wild animals;
- 9.2. Maintain a discreet distance, don't crowd the animal(s), approach nervous animals slowly and in several stages and don't stop suddenly;
- 9.3. Ensure there are adequate escape routes for both animals and vehicles –always keep a safe distance;
- 9.4. Don't disturb the animals' behaviour by making a noise, calling them, trying to get them to move etc.;
- 9.5. The speed limit is 30 km per hour. Animals, birds, tortoises etc. have the right of way;
- 9.6. Be considerate and sensitive to animals, the environment and other vehicles. Pass & approach slowly – try not to create dust;
- 9.7. Turn off your vehicle at sightings to enable others to enjoy the bush without the sounds of an engine;
- 9.8. Only move one vehicle at a time in a multiple vehicle sighting;
- 9.9. Do not start and drive off immediately when you wish to leave a sighting. Start engine, then idle for 10 seconds to allow the animals to relax again, before driving off. This helps to keep the animals relaxed around vehicles;
- 9.10. If possible position your vehicle to enable others to enjoy the sighting or to pass without you having to move again;
- 9.11. Do not litter – this includes drinks and toilet stops, cigarette butts (also a fire hazard) etc.;
- 9.12. Don't drive over fresh dung – this kills many dung beetles and other insects;
- 9.13. Removal of plants, plant material, horns, bones etc. is not permitted;
- 9.14. Where appropriate, report the incidence of obstacles in the road (i.e. trees pushed down by elephants) and mortalities to the Reserve Manager (date, species, age, cause of death if known, location);
- 9.15. After rain, respect the closing of environmentally sensitive roads;
- 9.16. From time to time specific sighting protocols will apply for iconic species especially when they are rearing their young or have recently been released. Members will be advised of these as and when they are required